# **Template Unilateral Undertaking (Traffic Regulation Order)**

Dated

2021

# UNILATERAL UNDERTAKING

GIVEN BY

# (1) GSK DEVELOPMENT SOLUTIONS LIMITED

то

# (2) WARWICK DISTRICT COUNCIL

# AND

# (3) WARWICKSHIRE COUNTY COUNCIL

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

IN RESPECT OF

Land at

16 CROSS STREET LEAMINGTON SPA CV32 5AJ

# THIS UNILATERAL UNDERTAKING BY DEED is made on the

day of

2021

BY:

(1) GSK DEVELOPMENT SOLUTIONS LIMITED (company number – 09853556) the registered office of which is at 31A Kenilworth Road, Learnington Spa CV32 6JG ("the Owner")

# TO:

- (2) Warwick District Council of Riverside House, Milverton Hill, Leamington Spa, CV32 5HZ ("THE Council")
- (3) Warwickshire County Council of Shire Hall Warwick CV34 4RL ("the County Council")

# WHEREAS

- (A) The Council is the local planning authority for the District of Warwick for the purposes of the Act.
- (B) The Owner is the freehold owner free from encumbrances of the Land registered at HM Land Registry under Title Number WK289967
- (C) The Owner has determined to enter into a unilateral planning obligation by way of this Deed as hereinafter set out with the intent that the covenants by the Owner contained in the Second Schedule hereto shall be planning obligations for the purposes of Section 106 of the Act

# NOW THIS DEED WITNESSES as follows:-

#### 1. Definitions and interpretation

In this Deed:

- 1.1 "the Act" means the Town and Country Planning Act 1990 (as amended)
- 1.2 "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and any works to the listed building required in connection with or ancillary to the any such operations and "Commence Development" shall be construed accordingly.
- 1.3 "Development" the development of the Land described in the Application
- 1.4 "Index" means the All Items Retail Prices Index published by the Office of National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substitution therefore) or such other index as may from time to time be published in substitution therefor;
- 1.5 "Index Linked" means adjusted in accordance with the movements in the Index between the date of this Deed and the date of the relevant payment;
- 1.6 "Interest" means interest at 4 per cent above the base lending rate of the Bank of England plc from time to time
- 1.7 "the Land" means the land described in the First Schedule hereto

- 1.8 "Occupation and Occupied" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation for security purposes
- 1.9 "the Planning Obligations" means the covenants by the Owner contained in the Second Schedule hereto
- 1.10 "the Planning Permission" means a planning permission granted (whether by the Council or otherwise) in respect of the Application
- 1.12 "Traffic Regulation Order Contribution" means the sum of £3,000.00 to be paid in accordance with the Second Schedule
- 1.13 Words importing one gender shall be construed as importing any other gender
- 1.14 Words importing the singular shall be construed as importing the plural and vice versa
- 1.15 The clause and paragraph headings in the body of this Deed and in the Schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation

#### 2. The Planning Obligations

- 2.1 This Deed is made pursuant to Section 106 of the Act
- 2.2 The Planning Obligations are planning obligations for the purposes of Section 106 of the Act
- 2.3 The Council is the Local Planning Authority and the County Council the local highways authority by whom the Planning Obligations are enforceable
- 2.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 2.5 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their statutory functions save where specifically provided to the contrary by this Deed.

#### 3. Commencement

This undertaking shall come into effect upon the date written above but the obligations contained herein shall become effective only upon the grant of Planning Permission.

#### 4. Conditionality

With the exception of clauses 2, 4, 7 and 10 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

#### 5. Owner's Covenants

The Owner covenants with the Council and the County Council to observe and perform the Covenants as set out in the Second Schedule.

#### 6. Determination of deed

The obligations in this deed (with the exception of clause 7) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- 6.1 expires;
- 6.2 is varied or revoked other than at the request of the Owner; or
- 6.3 is quashed following a successful legal challenge.

#### 7. Council and County Council's costs

The Owner shall pay to the Council and County Council on or before the date of this deed the reasonable and proper legal costs incurred by the Council and County Council in connection with the negotiation, completion and registration of this deed.

### 8. Indexation

All sums of money payable to the County Council and the Council under this Deed shall be Index Linked

#### 9. Interest

If any payment due under the Second Schedule is paid late Interest shall be payable from the date payment is due to the date of payment.

#### 10. Miscellaneous

- 10.1 This Deed is registerable as a local land charge by the Council
- 10.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

# THE FIRST SCHEDULE

### The Land

The freehold land being 16 Cross Street, Learnington Spa CV32 5AJ registered at HM Land Registry under title number WK289967 and shown edged red on the plan attached hereto.

# THE SECOND SCHEDULE

# The Owner's Covenants

- 1. The Owner covenants with the Council and the County Council to:
  - a. pay to the County Council within the period of 8 weeks following the Commencement of Development the Traffic Regulation Order Contribution which shall be used for amending the Traffic Regulation Order governing the residents' parking scheme in the vicinity of the Land to exclude the Land as developed by the Development from the said scheme so that the occupants of the dwellings on the Land shall not be entitled to resident parking permits.
  - b. to notify the County Council in writing of first Occupation of the Land within 7 days of that first Occupation taking place such notice to be addressed to the Infrastructure Delivery Manager, Communities, Warwickshire County Council, Barrack Street, Warwick, CV34 4SX.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

EXECUTED AS A DEED by GSK DEVELOPMENT SOLUTIONS LIMITED acting by

Director