

**AN AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) of the one part and **[Name and Address of Owner]** (hereinafter referred to as the Owner) of the other part

## 1. Definitions

- 1.1. "the 1990 Act" shall mean the Town & Country Planning Act 1990
- 1.2. "the Development" shall mean the development authorised by the Permission
- 1.3. "the Land" shall mean the land and buildings situate at **[Insert address]** shown on the Plan edged in red
- 1.4. "Implementation" shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the permission PROVIDED ALWAYS for the purposes of this Agreement Implementation shall exclude:
  - a. demolition
  - b. site survey
  - c. ecological survey
  - d. archaeological survey
  - e. remediation
  - f. erection of fences or hoardingsand Implement and Implemented shall mutatis mutandis be construed accordingly
- 1.5. "the Permission" shall mean the planning permission (a draft of which is annexed) granted by UDC in respect of the Planning Application
- 1.6. "the Plan" shall mean the plan annexed
- 1.7. "the Planning Application" means the application made by the Owner under reference number UTT/

## 2. Recitals

- 2.1. UDC is the Local Planning Authority within the meaning of the 1990 Act for the District in which the Land is situated

2.2. The Owner is registered as proprietor of the Land at HM Land Registry with Title Absolute under title number

2.3. The Owner has made the Planning Application to UDC

2.4. UDC and the Owner have agreed to enter into this agreement pursuant to the operative powers described in clause 3 of this agreement for the purpose of regulating the Development and the use of the Land

### 3. Enabling Powers and Obligations

3.1. This agreement is entered into pursuant to section 106 of the 1990 Act

3.2. The covenants contained herein are planning obligations within the meaning of section 106 of the 1990 Act and are enforceable by UDC as such.

### 4. Covenants by the Owner

4.1. With the intent that the Land shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the Development or the use of the Land so that the provisions of this agreement shall be enforceable against the Owner and her successors in title the Owner hereby covenants with UDC that *[insert details of obligations]*

4.2. The liability of the Owner under this agreement shall cease once she has parted with her interest in the Land but without prejudice to any antecedent liabilities

### 5. Notice of Implementation

5.1. The Developer will give UDC not less than 28 days notice of its intention to implement the permission specifying the intended Implementation Date

5.2. Forthwith upon Implementation the Developer will give UDC notice of Implementation

6. Agreements and Declarations

6.1. No waiver (whether express or implied) by UDC of any breach or default in performing or observing any of the obligations or covenants contained in this agreement shall constitute a continuing waiver and no such waiver shall prevent UDC from enforcing any of the said obligations or covenants or from acting upon any subsequent breach or default

6.2. This agreement constitutes a Local Land Charge and shall be registered as such

7. Costs

The Owner will pay the reasonable costs of UDC in connection with the negotiation and preparation of this agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as a deed the day and year before written

**THE COMMON SEAL OF  
UDC** was hereunto affixed  
in the presence of:-

Authorised Signatory

Authorised Signatory

**SIGNED AS A DEED BY  
THE OWNER** in the presence of:-