

THIS UNDERTAKING is made the 15<sup>th</sup> day of April 2007  
by:-

## INFORMATION ONLY

both reside at 22 COPPICE  
(the Applicant')

### 1 Background

- 1.1 The Applicant is registered as proprietor of the land at 22 Coppice Side, Swadlincote, Derbyshire registered under title number DY191904 and shown for identification purposes only edged red on the plan attached to the Charge Certificate title number DY 191904 ('the Registered Title Land').
- 1.2 South Derbyshire District Council ('the Council') of Civic Way Civic Offices Swadlincote Derbyshire DE11 0AH is the local planning authority.
- 1.3 The Applicant has by planning application number 9/2006/0780 applied to the Council for planning permission to develop part of the Registered Title Land by the erection of 20 dwellings.

### 2 Interpretation

In this Agreement:

- 2.1 'the Act' means the Town and Country Planning Act 1990
- 2.2 'the Application' means the planning application number 9/2006/0780 made by the Applicant to develop the Application Site by the erection of 20 dwellings.
- 2.3 'the Application Site' means the land identified in the Application.
- 2.4 'the Development' means the development of the Application Site proposed in the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission
- 2.5 'Recreation Contribution' means the sum of Twenty Eight Thousand, Seven Hundred and Eighty Six Pounds (£28,786.00) such sum to be paid towards making good a deficiency in recreation provision and that arise from the Development
- 2.6 'Medical Contribution' means the sum of Eight Thousand, Eight Hundred (£8,800.00) such sum to be paid towards making good a deficiency in the provision of local medical facilities generated by the Development

- 2.7 'Education Contribution' means the sum of Thirty Six Thousand, Nine Hundred and Twenty Four Pounds (£36,924.00) such sum to be paid towards making good a deficiency in the provision of local education facilities generated by the Development
- 2.8 'Specified Date' means the date upon which an obligation arising under this Agreement is due to be performed and relates to the first occupation of any of the dwellings on the Application Site
- 2.9 References to any party to this Agreement 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 the successors to its respective functions as local planning authority

### **3 Enabling Provisions**

This Agreement is made pursuant to Section 106 of the Act.

### **4 Commencement**

This Agreement and the obligations in clauses 5, 6 and 7 shall become effective only on the commencement of the Development in accordance with Section 56 of the Act.

### **5 Medical Contribution**

The Applicant agrees with the Council :-

- 5.1 to pay to the Council the Medical Contribution towards the provision of local medical facilities to service the Development
- 5.2 that the obligation to make payment of the Medical Contribution shall occur upon the first occupation of any dwelling on the Application Site and shall be made within seven working days thereafter

### **6 Recreation Contribution**

The Applicant agrees with the Council :-

- 6.1 to pay to the Council the Recreation Contribution towards the provision of local recreation facilities to service the Development
- 6.2 that the obligation to make payment of the Recreation Contribution shall occur upon the first occupation of any dwelling on the Application Site and shall be made within seven working days thereafter

**7 Education Contribution**

The Applicant agrees with the Council :-

- 7.1 to pay to the Council the Education Contribution towards the provision of local education facilities to service the Development
- 7.2 that the obligation to make payment of the Education Contribution shall occur upon the first occupation of any dwelling on the Application Site and shall be made within seven working days thereafter

**8 Notice by Owner**

The Owner covenants with the Council to give formal written Notice of the date when exchange of contracts has occurred on the first dwelling to be sold by the Owner, such notice to be given within two working days of exchange of contracts and thereafter to notify the Council of the date of the first occupation of any dwelling on the Application Site no later than five working days following the contractual completion date of the sale.

IN WITNESS whereof the Applicant has executed this Agreement as a Deed the day and year before mentioned.

Executed as a Deed  
in the presence of

by a DAVID STONE  
**INFORMATION ONLY**

Witness signature M. J. Hughes

Witness name MAUREEN HUGHES

Witness address 78 SALISBURY DR MIDWAY, DERBYS DE11 7LE

Witness occupation RETIRED

Executed as a Deed  
in the presence of

by a SHELLY STONE  
**INFORMATION ONLY**

Witness signature M. J. Hughes

Witness name MAUREEN HUGHES

Witness address 78 SALISBURY DR, MIDWAY, DERBYS. DE11 7LE

Witness occupation RETIRED

DATED

13 / 4

2007

## **INFORMATION ONLY**

### UNILATERAL UNDERTAKING

Relating to Land at 22 *COPPICE SIDE, SWADLINCOTE, DERBYSHIRE*  
and made pursuant to Section 106 of the Town and  
Country Planning Act 1990

South Derbyshire District Council  
Civic Offices  
Civic Way  
Swadlincote  
Derbyshire  
DE11 0AH