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| **Isle of Wight Council** |
| **Unilateral Undertakings** |

THIS DEED is made the day of 2024

By (“the Owner”)

RECITALS

1. The Isle of Wight Council (“the Council”) is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule (“the Property”) is situated and by whom the obligations contained in this Deed are enforceable

2. The Owner is the registered freehold owner of the Property free from incumbrances

3. The Owner has submitted the Planning Application for the Development

4. The Council has not determined the Planning Application and the Owner enters into this obligation to the intent that any objections by the Council to the grant of planning permission by virtue of the Solent Recreation Mitigation Strategy and the Council’s Supplementary Planning Document on Affordable Housing Contributions (adopted March 2017) are overcome

INTERPRETATION

The definitions and rules in this clause apply in this Deed:

‘**Affordable Housing Contribution’**; a contribution calculated for each Dwelling as follows:-

Calculation Figure X 0.03 (being 3%) = Affordable Housing Contribution

payable under the provisions of this Deed as a contribution towards the cost of the provision or improvement/alteration of affordable housing which sum is to be committed for expenditure by the Council for this purpose using the following hierarchical order:-

1. Within the parish of the Property;

2. Within parishes adjoining the Property or sub-market area for the Property as defined in the most recent Strategic Housing Market Assessment; and,

3. Within the Isle of Wight

‘**Calculation Figure’**; shall be calculated as follows: -

(Open Market Value – Threshold = Calculation Figure)

‘**Commencement of Development’**; shall have the same meaning as given to the time when development is taken to have begun by virtue of section 56 of the TCPA 1990

‘**Commenced and Commences’**; shall be construed accordingly

‘**Commencement Date’**; the date of Commencement of Development

‘**Development**’; the development of the Property described in the Planning Application

‘**Dwelling**’; a building or part of a building designed for residential occupation by a single household to be constructed or used on the Property in accordance with the Planning Permission and Dwellings shall be construed accordingly.

‘**GPDO 2015’**; Town and Country Planning (General Permitted Development) (England) Order 2015

‘**Habitat Mitigation Contribution’**; shall mean the sum of POUNDS (£) being the amount calculated as necessary to provide appropriate mitigation under Solent Recreation Mitigation Strategy and payable under this deed in accordance with the Second Schedule hereto

‘**Open Market Value’**; the amount for which the sale of a freehold estate (or in the case of a flat a long leasehold interest in land not being a rack rented lease) in the respective Dwelling should complete on the date of first disposal between a willing buyer and a willing seller in an arms-length transaction after proper marketing, which valuation shall be confirmed by either, in the case of a disposal after proper marketing, a conveyancer’s letter identifying the total consideration paid for the Dwelling including all parts of the land so disposed; or, in the absence of proper marketing, a valuation by a RICS Surveyor (or suitably qualified alternative) in accordance with the RICS Red Book (RICS Valuation - Professional Standards, the Red Book, published 6 January 2014 or such publication replacing that document) of the Dwelling including any ancillary land

‘**Plan**’; the plan attached to this Deed

‘**Planning Application’**; an application for planning permission, or Prior Approval registered by the Council under reference number ………

‘**Planning Permission’**; any planning permission granted pursuant to the Planning Application whether by the Local Planning Authority or the Secretary of State

‘**Prior Approval’**; an application to the Council that specified elements of the Development are acceptable in accordance with the GPDO 2015

‘**RICS**’; Royal Institute of Chartered Surveyors

‘**Solent Recreation Mitigation Strategy’**; the strategy adopted by the Solent Recreation Mitigation Partnership, otherwise known as ‘Bird Aware’, to prevent bird disturbance within the Solent Special Protection Area from recreational activities

‘**TCPA 1990’**; Town and Country Planning Act 1990

‘**Threshold**’; the sum of £100,000 (one hundred thousand pounds)

‘**Working Day’**; a day (other than a Saturday, Sunday or public holiday in England when banks in London are open for business

NOW THIS DEED is made in pursuance of section 106 of the TCPA 1990 and is a planning obligation for the purposes of that section WITNESSES as follows

1. The Owner covenants with the Council to observe the restrictions contained in the Second Schedule

2. The Owner shall pay to the Council on the date of this Deed the Council’s reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed

3. The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property

4. It is declared as follows:

4.1. The obligations in this Deed shall be enforceable in accordance with the provisions of section 106(3) of the Town and Country Planning Act 1990

4.2. The Owner enters into this Deed with the intention to bind the interest held by the Owner in the Property and their respective successors and assigns

4.3. No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

4.4. Paragraph 1 of the Second Schedule shall take effect on the grant of Planning Permission

4.5. Paragraph 2 of the Second Schedule shall take effect on the Commencement Date

4.6. If the permission granted pursuant to the Planning Application shall expire before the Development is begun or shall at any time be revoked this Deed shall forthwith determine and cease to have effect

4.7. Nothing in the Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed

4.8. This Deed is a local land charge and shall be registered as such

IN WITNESS whereof the Owner has executed this Deed on the day and year first before written.

Executed as a Deed by )

……………….. )

in the presence of: )

……………………………………………..

Owner

………………………………

Witness’ Signature

Name, address, and occupation of witness

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First Schedule

The land at …………………. Isle of Wight shown edged red on the plan attached hereto and registered at HM Land Registry with absolute title under title number IW

Second Schedule

1. The Owner covenants with the Council:-

a) Not to cause or permit the Commencement of Development until the Habitat Mitigation Contribution has been paid to the Council.

b) To give at least five Working Days written notice to the Council of the Commencement Date which notice shall be given to Director of Regeneration, Seaclose Offices, Fairlee Road, Newport, Isle of Wight, PO30 2QS

2. The Owner covenants with the Council:-

a) To pay the Affordable Housing Contribution to the Council prior to occupation of the respective dwelling;

b) Not to cause or permit the occupation of each Dwelling until:-

i. the Affordable Housing Contribution relating to the respective Dwelling has been paid to the Council; and,

ii. a copy of the conveyancer’s letter confirming the sale price, or RICS Red Book Valuation (as applicable) has been provided to the Council