THIS UNDERTAKING is made the Eighth day of January Two thousand and Twenty Five

By

1. Parties

1.1 *Mr Jamie Paul Atkins*[1]

And given to

1.2 The Council

2. Definitions and Interpretation

2.1 In this Deed:

2.1.1 "the Council" means Huntingdonshire District Council of Pathfinder House, St. Mary's Street, Huntingdon, Cambridgeshire, PE29 3TN.

2.1.2 "1990 Act" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

2.1.3 "Commencement of Development" means the implementation of thePlanning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act save that for the purposes of determining whether a material operation has been carried out, ground and archaeological investigations, site clearance and demolition, the erection of fences and hoardings and the creation of a site compound, temporary access and haul roads shall be disregarded

2.1.4 "Deed" means this Deed

2.1.5 "Application" means the application dated 18-11-2024 for planning permission (reference number 24/02139/S73) for the development of the Site by the provision of new Dwelling

2.1.6 "Permission" means planning permission granted pursuant to the Application

2.1.7 "the Plan" means the plan annexed hereto drawing PP1000

[1] Delete if not applicable

DATED..... 8th January 2025

Mr Jamie Paul Atkins

TO

Huntingdonshire District Council

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990

relating to a wheeled bin contribution arising from proposed residential development at

Land Between 65-67 Main Street, Great Gidding

2.1.8 "Site" means the land situated at Land Between 65-67 Main Street, Great Gidding aforesaid shown edged red on the Plan

2.1.9 "Wheeled Bin Contribution" means the sum of £ 170 (or £170 per dwelling and £699.00 per communal bin) towards the provision of wheeled bins facilities for the Development

2.2 In this Deed where the context so requires references:

2.2:1 to Clauses are references to Clauses in this Deed

2.2:2 to any Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it

3 Recitals

3.1 The Owner is the owner of the freehold of the Site (which is registered with title absolute at HM Land registry under Title number ..... [2]) *(subject to a legal charge in favour of the Mortgagee[3])*

3.2 The Council is the local planning authority within the meaning of the 1990 Act for the area within which the Site is situate and by whom the obligations on the part of the Owner herein contained will be enforceable

4. Legal Effect

4.1 This Deed is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Owner and its successors in title to each and every part of the Site as herein provided and the covenants contained in Clause 5 hereof are planning obligations for the purposes of Section 106 of the 1990 Act

4.2 This Deed (except clause 6 which shall have immediate effect) shall come into effect upon the grant of the Permission

4.3 This Undertaking is a local land charge and will be registered as such

5 The Owner's Covenants

The Owner covenants with the Council to make the Wheeled Bin Contribution to the Council within 14 days of the Commencement of

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[2] Insert Title Number if Site registered at HM Land registry. Delete words in brackets if not applicable.
[3] Delete words in brackets if not applicable

Development ensuring planning permission (reference number 24/02139/S73) is quoted with the payment.

6. Interest on Late Payment

In the event of any delay in making the Wheeled Bin Contribution interest shall be payable on the amount payable at the rate of four per cent per annum above National Westminster Bank Plc base lending rate from time to time in force from the date that the Wheeled Bin Contribution falls due to the date of actual payment

7. Rights of Third Parties

For the avoidance of doubt none of the provisions of the Contract (Rights of Third Parties) Act 1999 shall apply to this Deed

8. *Consent*

The Owner hereby certifies that the Mortgagee has consented to the completion of this Undertaking and acknowledges that from the date hereof the Site shall be bound by the covenants restrictions and stipulations contained herein[4]

(IF INDIVIDUAL)

SIGNED and delivered as a deed by

the said Ow[redacted]

(Signature)

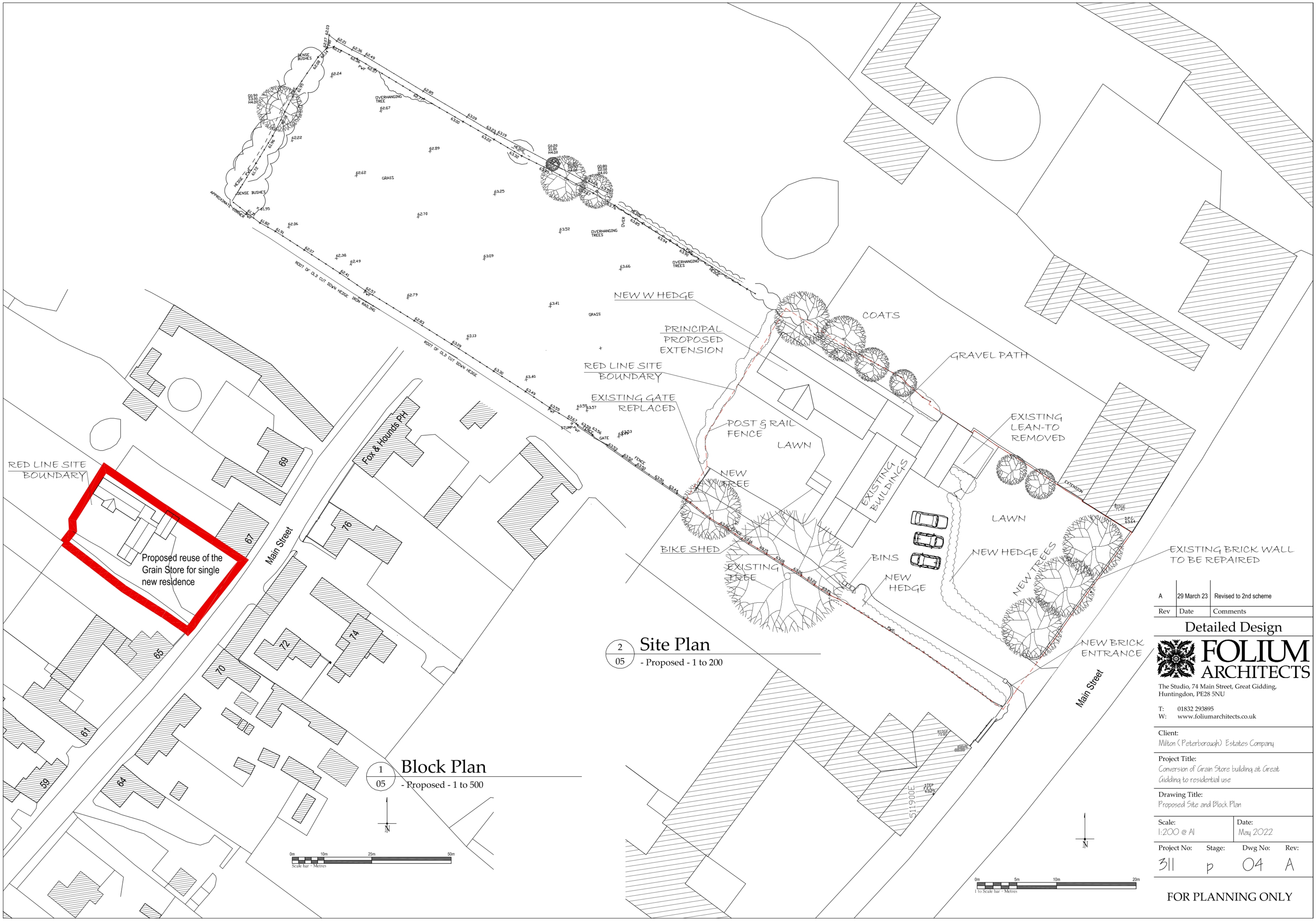
in the prese[redacted]

(Signature)

(Address of witness) 22 PRIMROSE MILL
PUDDINGTON
PE15 0SH

(Occupation of witness) [redacted]

[5] Delete as apprpriate



1 / 05 **Block Plan**
- Proposed - 1 to 500

2 / 05 **Site Plan**
- Proposed - 1 to 200

Rev	Date	Comments
A	29 March 23	Revised to 2nd scheme

Detailed Design

FOLIUM ARCHITECTS
The Studio, 74 Main Street, Great Gidding, Huntingdon, PE28 5NU
T: 01832 293895
W: www.foliumarchitects.co.uk

Client:
Milton (Peterborough) Estates Company

Project Title:
Conversion of Grain Store building at Great Gidding to residential use

Drawing Title:
Proposed Site and Block Plan

Scale:	Date:
1:200 @ A1	May 2022

Project No:	Stage:	Dwg No:	Rev:
311	p	04	A

FOR PLANNING ONLY