(90)

UNILATERAL UNDERTAKING

THIS DEED is made the 7th day of JUNE 2004 BY CHARLES JOHN ROBINSON of "Turnpike House" 21 Thrapston Road Kimbolton Cambridgeshire ("the Owner")

WHEREAS

(1) The Owner is seised in fee simple in possession of the Coach Depot free from incumbrances

(2) The Owner considers that certain planning obligations should be entered into as of the date of this deed (subject to any conditions as are set out in this deed) in respect of the Coach Depot

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

1.2 "the Application" means the outline planning application registered on the 1st February 2001 under reference 01/00202/OUT

1.3 "the Council" means Huntingdonshire District Council

1.4 "the Coach Depot" means the land adjacent to 33 and 35 Thrapston Road Kimbolton shown for the purposes of identification only edged red on the Plan

1.5 "Commencement of Development" means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56 (4) of the Act

1.6 "the Development" means the construction of residential development on the Coach Depot in accordance with the Planning Permission

1.7 "the Garage Site" means the land and premises known as Robinsons Garage Thrapston Road Kimbolton shown for the purposes of identification only edged blue on the Plan

Section 106 Agreement



Reproduced from the Ordnance Survey Mapping with the permission of the Controller of Her Majesty's Stationery Office (C) Crown Copyright
Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. HDC 100022322

Scale: 1:1250

N

Huntingdonshire district council

19th March 2004

01/00202/OUT & 01/00204/OUT

Land adjacent to 33 & 35 Thrapston Road, Kimbolton

1.8 "Head of Planning" means the Head of Planning Services for the time being of the Council or such other officer as the Council may specify

1.9 "Plan" means the plan annexed hereto headed 'Section 106 Agreement' and dated 19 March 2004

1.10 "the Planning Obligations" mean the obligations specified in the schedule

1.11 "Planning Permission" means permission for the Development granted by the Council pursuant to the Application including any approval of reserved matters pursuant to the outline consent or any agreed amendments to the Planning Permission

1.12 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa

1.13 The clause and paragraph headings in the body of this deed and in the schedules 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 The Planning Obligations contained in this deed are planning obligations for the purposes of Section 106 of the Act

2.2 The Planning Obligations are enforceable by the Council

2.3 No person shall be liable for breach of covenant contained in this deed after he shall have parted with all interest in the Land 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.

2.4 The Planning Obligations contained in the schedule to this deed shall not come into effect until Planning Permission has been granted

IN WITNESS whereof the Owner has caused this Deed to be executed the day and year first before mentioned

The Schedule
The Planning Obligations

1. Commencement of Development shall not take place until the Head of Planning has confirmed in writing that: -

1.1 the Garage Site has been demolished and the land cleared to his reasonable satisfaction; and

1.2 he is satisfied that sufficient compensatory floodplain capacity improvements can be achieved to mitigate the impact of the Development

SIGNED as a Deed and **DELIVERED**
by the said CHARLES JOHN ROBINSON
in the presence of:

Witness
Signature: [signature]
Name: MRS A SMITH
Address: 28 BRICKFIELD ROAD RENHOLD BEDFORD MK41 0JS
Occupation: BOOKKEEPER/SECRETARY