

APPELLANT - UNILATERAL UNDERTAKING



DATED 1st November 2011

(1) ASTONPALM LIMITED &
BUCKMEAD LIMITED

and

(2) INVESTEC BANK PLC

AND

(3) THE LONDON

BOROUGH OF RICHMOND UPON THAMES

UNILATERAL UNDERTAKING

given under Section 106 of the Town and Country

Planning Act 1990 (as amended) in respect of land and premises known as

Park House, Station Road Teddington TW11 9AD

LPA Reference: 11/1436/FUL

RECEIVED
- 2 NOV 2011
PLAN

DEED

SECTION 106 UNILATERAL OBLIGATION – LPA REFERENCE:

11/1436/FUL

THIS UNILATERAL UNDERTAKING is given this ^{1st} day of ^{November} 2011

BY

1. **ASTONPALM LIMITED** (Co. Regn. No. 3452573) and **BUCKMEAD LIMITED** (Co. Regn. No. 3252179) of Alton House 66 High Street Northwood Middlesex HA1 1AP (trading together as The BA Partnership) (“the Owner”)

2. **INVESTEC BANK PLC** (Co. Regn. No. 489604) of 2 Gresham Street, London EC2V 7QP (“the Mortgagee”)

TO

3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street Twickenham TW1 3BZ (“the Council”)

WHEREAS:

(1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Application Site is situated

(2) The Owner is registered as the owner of the freehold of the Application Site and the Estate at the Land Registry under title number SGL 5122

(3) The Mortgagee has a first charge over the Application Site and has agreed to enter into this Undertaking so that its interest in the land is bound by the terms of this Deed

(4) The Owner has applied to the Council under local planning authority reference 11/1436/FUL for

“Demolition of existing studio building and replacement with a four storey building with A3 and C3 use”

and which was refused by notice dated the 15th September 2011

(5) The Owner has agreed to pay a financial contribution towards transport, play facilities, health and safety and education in the area

(6) In the Richmond Upon Thames Unitary Development Plan: First Review 2005 polices TRN2 and TRN4 and Core Strategy 2009 policy CP5 provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and where the demand for on street residents parking within a particular zone is considered by the Council to be close to saturation and car parking on site will preclude the optimum utilisation of land or building or would have an adverse impact on residential amenity then a developer would need to enter into a Section 106 agreement for the Council for the purpose of restricting the provision of on street parking permits.

(7) The Owner has now appealed its application under reference APP/L5810/A/2161041

NOW THIS DEED WITNESSETH as follows:

1. In this deed the following words and expressions shall have the following meanings:-

(a) “the Application Site” means that part of the land and building known as Park House Station Road Twickenham TW11 9AD as shown edged red on Plan 1

(b) “Plan 1” means the plan annexed hereto and marked Plan 1

(c) “the Development” means the development authorised by the Planning Permission



Plan 1

RECEIVED
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PLAN 1

LEGEND

- APPLICATION AREA
- OTHER LAND IN OWNERSHIP



LAP

Architects + Interior Designers Limited

GREAT BURSTEAD SCHOOL HOUSE, 70 LAINDON ROAD,
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TEL: 01277 632304 FAX: 01277 632307 E-MAIL: admin@lap-architects.co.uk

www.lap-architects.com

CONTRACT: PAR HOUSE, ESTON VISION
LONGFORD SCOTLANDS
& EQUUS LTD.

DETAIL: 3,000 PLAN

DRAWING NO: 7524/ III

SCALE: 1:500 @ A5

DATE: APR. 2011

(d) "Planning Permission" means the grant of planning permission for the Development under local planning authority reference 11/1436/FUL

(e) "the Contribution" means the sum of:-

(i)	Transport	£17,184.00
(ii)	Play facilities	£ 9,608.40
(iii)	Health & Safety	£ 2,077.11
(iv)	Primary Education	£11,809.00
(v)	Secondary Education	£7,061.00

TOTAL £50,126.49

from this total there shall be deducted the sum of £10,088.83 which the Owner is already committed to pay by virtue of a previous legal agreement leaving a total of £40,037.66 to be paid under this agreement

(f) "the Estate" means the freehold land owned by the owner under title number SGL5122 and shown edged blue on Plan 2

(g) "Bank Base Rate" means the Bank of England's official dealing rate as set by the Monetary Policy Committee

(h) "Car Club" means a local club operated and managed by a Car Club Provider in which members can book cars owned by the Car Club Provider and parked in specially reserved car club spaces and use them for the period of the booking

(i) "Car Club Provider" means an organisation which provides cars for use by members of the Car Club in consideration of payments therefore such organisation to be on a list of approved car club providers (as approved by the Council)

(j) "DCM" means the Council's Development Control Manager for the time being or such other person as may be appointed from time to time to carry out that function

(k) Words importing one gender shall be construed as importing another gender

- (l) Words importing the singular shall be construed as importing the plural and vice versa
- (m) Where any party comprises more than one person the obligations and liability of that party under this deed shall be joint and several obligations and liability of those persons
- (n) The expressions "the Council" "the Owner" "the Mortgagee" shall include their respective successors in title and assigns (or otherwise deriving a legal interest in the Application Site from them) as shall any reference to any person company trust body or association
- (o) Any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force and all instruments thereunder

2. This deed by way of a unilateral obligation is made in pursuance of Section 106 of the 1990 Act (as amended) and is enforceable by the Council

3. The obligations contained in this deed are planning obligations for the purposes of Section 106 of the 1990 Act

4. This deed shall come into effect on the grant of the Planning Permission provided that unless and until the Planning Permission is commenced by the carrying out of a material operation or the making of a material change of use (as defined in Section 56 of the 1990 Act) there is no obligation to comply with the obligations (unless this deed states otherwise)

5. The Owner hereby undertakes with the Council that the Application Site shall be subject to the obligations specified in the First Schedule hereto

6. The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Development shall be bound by the

obligations contained in this Deed and that the security of its mortgage over the Application Site shall take effect subject to this Deed Provided That the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Application Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

7. The Owner hereby undertakes to pay taxes or duties (if any) at the rate for the time being in force chargeable in respect of this deed

THE SCHEDULE
(Planning Obligations)

The Owner **HEREBY UNDERTAKES** by way of planning obligations with the Council as follows:-

Notification of Commencement

1(a) To give the Council's Head of Planning and Development at least 14 days written notice of the intention to commence the Development

1(b) Forthwith to give the Council notice in writing of the actual date of commencement of the Development

Contribution

2. Before first occupation of the C3 component of the Development to pay the Council the Contribution

Interest

3. If the Contribution is not paid (as required above) to pay interest to the Council (on the balance outstanding) at the rate of 3% above Bank Base Rate until the contribution has been paid in full

Parking Permits

4. Not to occupy or dispose of or allow any person to occupy or dispose of any of the C3 units to be created as part of the Development unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (6) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area nor which the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council

Car Club Membership

5(a) Prior to first occupation of any C3 units forming part of the Development to notify the DCM in writing of the details of the Car Club Provider for the Development and not to permit occupation of any of the C3 units forming part of the Development until such Car Club Provider has been engaged by the Owner to provide a Car Club for the Development

5(b) Prior to first occupation of any of the C3 units forming part of the Development to promote and advertise to each potential occupier of the C3 units forming part of the Development and the surrounding area the value and benefits of membership of a Car Club and to ensure that each C3 unit forming part of the Development has membership in the Car Club scheme present on the Development and managed by the approved Car Club Provider such membership to be limited to a period of 24 months from the date of first occupation of each C3 unit forming part of the Development

IN WITNESS whereof the Owner and the First Mortgagee and the Second Mortgagee have duly executed this Deed the day and year first before written

EXECUTED as a Deed by **ASTONPALM LIMITED** acting by a Director in the presence of:-

EXECUTED as a Deed by **BUCKMEAD LIMITED** acting by a Director in the presence of:-

EXECUTED as a Deed by **INVESTEC BANK PLC** acting by a duly Authorised Officer:-

A. Brecht

S. Cook,

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