

Dated 13 JULY 2021

MICHAEL THOMAS DEEVY & LIDIA ITZEL MEZA LOEZA

- AND -

GORDON WUEST

- TO -

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH
OF RICHMOND UPON THAMES**

DEED OF UNILATERAL UNDERTAKING

**made under Section 106 of the Town &
Country Planning Act 1990 relating to 3-5 Bushy
Road Park, Teddington TW11 9DQ**

Louise Round
Managing Director, South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY

THIS DEED is made on 13 day of July

2021

BETWEEN:-

- (1) **MICHAEL THOMAS DEEVY and LIDIA ITZEL MEZA LOEZA** of 3 Bushy Park Road, Teddington TW11 9DQ (and together called the "First Owner"); and
- (2) **GORDON WUEST** of 5 Bushy Park Road, Teddington TW11 9DQ (the "Second Owner")

TO

- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham, Middlesex, TW1 2BZ (the "Council")

In this Deed, the Owners and the Council are together referred to as the "Parties".

1 INTERPRETATION

1.1 In this Deed, in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

"the Act"	the Town and Country Planning Act 1990 (as amended) by the Planning and Compensation Act 1991);
"Development"	the development described in the Planning Application;
"First Property"	the property known as 3 Bushy Park Road Teddington TW11 9DQ and registered at the Land Registry under title number MX237493;

"HDM"	the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function;
"Material Start"	the undertaking of a material operation as defined in Section 56(4) of the Act for the commencement of the Development;
"Monitoring Fee"	the sum of £868 (eight hundred and sixty eight pounds) being the Council's proper and reasonable costs for monitoring the planning obligations in this Deed;
"Owners"	the First Owner and the Second Owner together
"Planning Application"	the planning application submitted to the Council in the joint names of the Owners dated 22 February 2021 bearing reference number 21/0601/FUL ;
"Properties"	the First Property and the Second Property together; and
"Second Property"	the property known as 5 Bushy Park Road Teddington TW11 9DQ and registered at the Land Registry under title number SGL25559.

1.2 In this Deed where the context so requires:

- (a) references to the masculine, feminine and neuter genders shall include the other genders;

SITE LOCATION PLAN
AREA 4 HA
SCALE: 1:1250 on A4
CENTRE COORDINATES: 516957 , 170403



Supplied by Streetwise Maps Ltd
www.streetwise.net
Licence No: 100047474

LOCATION PLAN
3 AND 5 BUSHY PARK ROAD, TW11 9DQ

- (b) references to natural persons are to include corporations and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) references to any party will include the successors in title and assigns of that party and in the case of the Council and its successors in title and assigns and the successors to its statutory functions;
- (e) where a party includes more than one person and/or where more than one party undertakes an obligation, any obligations of that party/parties will be joint and several;
- (f) references to clauses schedules and paragraphs are references to clauses and paragraphs in and schedules to this Deed except where otherwise specified;
- (g) title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
- (h) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
- (i) except where expressly provided otherwise the expression the "Owners" shall include persons successors in title to the Owners, whether separately or together, and its and their assigns and all persons deriving title to all or part of either or both Properties under or through it or them; and
- (j) words denoting an obligation on a party to do any act or thing includes an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

2 WHEREAS:

- 2.1 The Council is the local planning authority for the administrative area within which the Properties are situated for the purposes of the Act.
- 2.2 The First Owner and the Second Owner are registered at the Land Registry as proprietors with title absolute of the freehold interests in the First Property and the Second Property, respectively.
- 2.3 The Owners have submitted the Planning Application to the Council for permission to develop their respective properties forming the subject matter of the Planning Application for the purpose and in the manner described in the Planning Application.
- 2.4 Having regard to the Planning Application and to all relevant material considerations, the Council would be unable to grant consent for the Planning Application unless:
- (i) the rear/side extensions are commenced and carried out as a single operation;
and
 - (ii) the side infill between the Properties are commenced and carried out as a single operation.

NOW THIS DEED WITNESSES AS FOLLOWS:-

3 STATUTORY PROVISIONS

This Deed is made pursuant to the provisions of Section 106 of the Act and all other powers enabling which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Owners' interest in the Properties and the covenants in this Deed on the part of the Owners are planning obligations for the purposes of the Act.

4 COMMENCEMENT

4.1 The Owners undertake to the Council that if the Council grants planning permission pursuant to the Planning Application:

(A) not to implement that part of the development by making a Material Start in respect of the:

(i) rear/side extensions unless they are commenced and carried out as a single operation; and

(ii) side infill between the Properties including at roof level unless they are commenced and carried out as a single operation;

(B) the Owners will give the HDM:

(i) not less than seven (7) days notice of a Material Start to the rear/side extension pursuant to paragraph 2(A)(i) of this Deed; and

(ii) not less than seven (7) days notice of the side infill between the Properties pursuant to paragraph 2(A)(ii) of this Deed.

(C) on the execution of this Deed, to pay the Council's legal costs incurred in the review of this Deed in the sum of seven hundred and fifty pounds (£750) together with the Monitoring Fee.

5 IT IS HEREBY AGREED AND DECLARED:

Miscellaneous agreements and declarations

(A) Nothing contained or implied in this Deed shall prejudice or affect the right, powers, duties and obligations of the Council in the exercise of its functions as local authority and its right, powers, duties and obligations under all public and private statutes,

byelaws and regulations may be as fully and effectually exercised as if the Council was not a party to this Deed.

(B) If any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceable of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.

Local land charge provision

(C) This Deed shall be registered in the Council's register of local land charges immediately on completion thereof.

Reference to statutes and statutory instruments

(D) References in this Deed to any statutes or statutory instruments shall include and refer to any statutes or statutory instruments amending, consolidating or replacing them respectively from time to time for the time being in force.

Liability of subsequent owners and release of former owners

(E) The provisions therefore shall be enforceable by the Council against the Owners and all persons who shall have derived title through or under them in respect of the First Property and the Second Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such person has parted with all of its interest therein).

English law application

(F) This Deed is governed by and shall be interpreted in accordance with the Law of England.

Variations

(G) The covenants, undertakings and restrictions contained in this deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation.

(H) This Deed shall continue to be valid and enforceable following an amendment or variation to the planning permission achieved through the submission of a prior notification application pursuant to Section 73 of the Act as if this Deed has been completed pursuant to such an application.

Effect of revocation of planning permission

(I) if the planning permission to which reference is made in this deed is revoked by the Council or any other authority having powers in relation to planning matters the obligations of the Owners under this Deed shall cease automatically.

Waivers not to be of a continuing nature

(J) no waiver (whether express or implied) by the Council or any breach or default by the Owners in performing or observing any of the terms and conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach of default in respect thereto by the Owners.

Contracts (Rights of Third Parties) Act 1999

(K) a person who is not a party to this Deed (apart from successors in title) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms hereof but this shall not affect any right or remedy of a third party which exists or is

available apart from that act.

IN WITNESS whereof with the intent that these presents should be executed as a deed the Parties hereto have duly executed the same the day and year first before written.

SIGNED AS A DEED by [REDACTED])
MICHAEL THOMAS DEEVY)
In the presence of:)

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): DAVID C. LLOYD

Address: [REDACTED]
[REDACTED]

SIGNED AS A DEED by [REDACTED])
LIDIA ITZEL MEZA LOEZA)
In the presence of:)

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): DAVID C. LLOYD

Address: [REDACTED]
[REDACTED]

SIGNED AS A DEED by [REDACTED])
GORDON WUEST)
In the presence of:)

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): DAVID C. CLOYD

Address: [REDACTED]

Dated 13 JULY 2021

MICHAEL THOMAS DEEVY & LIDIA ITZEL MEZA LOEZA

- AND -

GORDON WUEST

- TO -

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH
OF RICHMOND UPON THAMES**

DEED OF UNILATERAL UNDERTAKING

**made under Section 106 of the Town &
Country Planning Act 1990 relating to 3-5 Bushy
Road Park, Teddington TW11 9DQ**

Louise Round
Managing Director, South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY

THIS DEED is made on 13 day of July

2021

BETWEEN:-

- (1) **MICHAEL THOMAS DEEVY and LIDIA ITZEL MEZA LOEZA** of 3 Bushy Park Road, Teddington TW11 9DQ (and together called the "First Owner"); and
- (2) **GORDON WUEST** of 5 Bushy Park Road, Teddington TW11 9DQ (the "Second Owner")

TO

- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham, Middlesex, TW1 2BZ (the "Council")

In this Deed, the Owners and the Council are together referred to as the "Parties".

1 INTERPRETATION

1.1 In this Deed, in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

"the Act"	the Town and Country Planning Act 1990 (as amended) by the Planning and Compensation Act 1991);
"Development"	the development described in the Planning Application;
"First Property"	the property known as 3 Bushy Park Road Teddington TW11 9DQ and registered at the Land Registry under title number MX237493;

"HDM"	the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function;
"Material Start"	the undertaking of a material operation as defined in Section 56(4) of the Act for the commencement of the Development;
"Monitoring Fee"	the sum of £868 (eight hundred and sixty eight pounds) being the Council's proper and reasonable costs for monitoring the planning obligations in this Deed;
"Owners"	the First Owner and the Second Owner together
"Planning Application"	the planning application submitted to the Council in the joint names of the Owners dated 22 February 2021 bearing reference number 21/0601/FUL ;
"Properties"	the First Property and the Second Property together; and
"Second Property"	the property known as 5 Bushy Park Road Teddington TW11 9DQ and registered at the Land Registry under title number SGL25559.

1.2 In this Deed where the context so requires:

- (a) references to the masculine, feminine and neuter genders shall include the other genders;

SITE LOCATION PLAN
AREA 4 HA
SCALE: 1:1250 on A4
CENTRE COORDINATES: 516957 , 170403



Supplied by Streetwise Maps Ltd
www.streetwise.net
Licence No: 100047474

LOCATION PLAN
3 AND 5 BUSHY PARK ROAD, TW11 9DQ

- (b) references to natural persons are to include corporations and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) references to any party will include the successors in title and assigns of that party and in the case of the Council and its successors in title and assigns and the successors to its statutory functions;
- (e) where a party includes more than one person and/or where more than one party undertakes an obligation, any obligations of that party/parties will be joint and several;
- (f) references to clauses schedules and paragraphs are references to clauses and paragraphs in and schedules to this Deed except where otherwise specified;
- (g) title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
- (h) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
- (i) except where expressly provided otherwise the expression the "Owners" shall include persons successors in title to the Owners, whether separately or together, and its and their assigns and all persons deriving title to all or part of either or both Properties under or through it or them; and
- (j) words denoting an obligation on a party to do any act or thing includes an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

2 WHEREAS:

- 2.1 The Council is the local planning authority for the administrative area within which the Properties are situated for the purposes of the Act.
- 2.2 The First Owner and the Second Owner are registered at the Land Registry as proprietors with title absolute of the freehold interests in the First Property and the Second Property, respectively.
- 2.3 The Owners have submitted the Planning Application to the Council for permission to develop their respective properties forming the subject matter of the Planning Application for the purpose and in the manner described in the Planning Application.
- 2.4 Having regard to the Planning Application and to all relevant material considerations, the Council would be unable to grant consent for the Planning Application unless:
- (i) the rear/side extensions are commenced and carried out as a single operation;
and
 - (ii) the side infill between the Properties are commenced and carried out as a single operation.

NOW THIS DEED WITNESSES AS FOLLOWS:-

3 STATUTORY PROVISIONS

This Deed is made pursuant to the provisions of Section 106 of the Act and all other powers enabling which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with intent to bind the Owners' interest in the Properties and the covenants in this Deed on the part of the Owners are planning obligations for the purposes of the Act.

4 COMMENCEMENT

4.1 The Owners undertake to the Council that if the Council grants planning permission pursuant to the Planning Application:

(A) not to implement that part of the development by making a Material Start in respect of the:

(i) rear/side extensions unless they are commenced and carried out as a single operation; and

(ii) side infill between the Properties including at roof level unless they are commenced and carried out as a single operation;

(B) the Owners will give the HDM:

(i) not less than seven (7) days notice of a Material Start to the rear/side extension pursuant to paragraph 2(A)(i) of this Deed; and

(ii) not less than seven (7) days notice of the side infill between the Properties pursuant to paragraph 2(A)(ii) of this Deed.

(C) on the execution of this Deed, to pay the Council's legal costs incurred in the review of this Deed in the sum of seven hundred and fifty pounds (£750) together with the Monitoring Fee.

5 IT IS HEREBY AGREED AND DECLARED:

Miscellaneous agreements and declarations

(A) Nothing contained or implied in this Deed shall prejudice or affect the right, powers, duties and obligations of the Council in the exercise of its functions as local authority and its right, powers, duties and obligations under all public and private statutes,

byelaws and regulations may be as fully and effectually exercised as if the Council was not a party to this Deed.

(B) If any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceable of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.

Local land charge provision

(C) This Deed shall be registered in the Council's register of local land charges immediately on completion thereof.

Reference to statutes and statutory instruments

(D) References in this Deed to any statutes or statutory instruments shall include and refer to any statutes or statutory instruments amending, consolidating or replacing them respectively from time to time for the time being in force.

Liability of subsequent owners and release of former owners

(E) The provisions therefore shall be enforceable by the Council against the Owners and all persons who shall have derived title through or under them in respect of the First Property and the Second Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such person has parted with all of its interest therein).

English law application

(F) This Deed is governed by and shall be interpreted in accordance with the Law of England.

Variations

(G) The covenants, undertakings and restrictions contained in this deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation.

(H) This Deed shall continue to be valid and enforceable following an amendment or variation to the planning permission achieved through the submission of a prior notification application pursuant to Section 73 of the Act as if this Deed has been completed pursuant to such an application.

Effect of revocation of planning permission

(I) if the planning permission to which reference is made in this deed is revoked by the Council or any other authority having powers in relation to planning matters the obligations of the Owners under this Deed shall cease automatically.

Waivers not to be of a continuing nature

(J) no waiver (whether express or implied) by the Council or any breach or default by the Owners in performing or observing any of the terms and conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach of default in respect thereto by the Owners.

Contracts (Rights of Third Parties) Act 1999

(K) a person who is not a party to this Deed (apart from successors in title) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms hereof but this shall not affect any right or remedy of a third party which exists or is

available apart from that act.

IN WITNESS whereof with the intent that these presents should be executed as a deed the Parties hereto have duly executed the same the day and year first before written.

SIGNED AS A DEED by [REDACTED])
MICHAEL THOMAS DEEVY)
In the presence of:)

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): DAVID C. LLOYD

Address: [REDACTED]
[REDACTED]

SIGNED AS A DEED by [REDACTED])
LIDIA ITZEL MEZA LOEZA)
In the presence of:)

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): DAVID C. LLOYD

Address: [REDACTED]
[REDACTED]

SIGNED AS A DEED by [REDACTED])
GORDON WUEST)
In the presence of:)

Signature of witness: [REDACTED]

Name (in BLOCK CAPITALS): DAVID C. CLOYD

Address: [REDACTED]