

08 / 0255 / FUL

Jamie Cooper and Joanna Elizabeth Grant

-to-

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

SUPERSEDED

DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the
Town & Country Planning Act 1990
relating to Land known as Land and property at
Pouparts Yard and land to rear of 84a and 84b
Hampton Road TW2 5QS



Ref: Contributions UU

THIS UNILATERAL UNDERTAKING is made as a Deed the day of September
two thousand and eight

B Y Jamie Cooper and Joanna Elizabeth Grant ("the owner")

IN FAVOUR OF

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

INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:-

"the 1990 Act"	the Town & Country Planning Act 1990
"the DCM"	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
"the Development"	the development described in the Planning Application
"the Health Contribution"	the sum of two thousand one hundred and forty seven pounds and sixty seven pence (£ 2,147.67) Indexed
"Indexed"	increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at January 2008 and A represents the value of the same index as at the date of payment of the relevant contribution to the Council
"Material Start"	the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works
"the Monitoring Fee"	5% of the combined sum of the Education, Health, Public Realm and Transport Contributions being £2,741.47
"the Planning Application"	a planning application submitted by the Owner on 27 February 2008 to the Council bearing reference number 08/0225/Ful for the demolition of existing

workshop; erection of a residential development incorporating 9 residential units and also commercial unit with associated landscaping and car parking at the Property

"the Primary Education Contribution"

the sum of eleven thousand two hundred and sixty pounds (£ 11,260.00) Indexed

"the Property"

land known as land and property at Pouparts Yard and Land r/o 84a Hampton Road and Land r/o 84b Hampton Road, Twickenham, Middlesex delineated in red on the plan attached hereto

"the Secondary Education Contribution"

the sum of nine thousand two hundred and ninety one pounds (£ 9,291.00) Indexed

"the Transport Contribution"

the sum of twenty two thousand one hundred and ninety six pounds (£22, 196.00) Indexed

"UDP"

the Richmond upon Thames Unitary Development Plan: First Review 2005

WHEREAS:

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application
- (2) The Owner is registered at the Land Registry with absolute title under title number SGL440132 and SGL432259 and MX462659 as the proprietor of the freehold interest in the Property
- (3) Policies IMP3, CCE8 and HSG19 of the UDP provide that the Council will seek the provision of planning advantages where it is necessary to make a proposal acceptable in land-use planning terms including ensuring that the provision of schools, pre-schools and other educational facilities meet the need for the additional educational resources any new development may generate
- (4) Policies IMP3 and TRN2 of the UDP provide that the Council will only permit new development where it can be demonstrated that the transport infrastructure can accommodate it and will seek in appropriate cases planning advantages appropriate to the site and commensurate to the scale of development

- (5) Policy CCE4 of the UDP provides that the Council will cooperate with the NHS commissioners and providers to improve health services for local residents and the planning Obligations Strategy adopted 6 June 2005 provides that planning can ensure the provision of primary care facilities as part of new residential and commercial developments (including through Section 106 agreements) (Policy 3.85 of the London Plan)
- (6) Policy IMP3 provides that where it is necessary to make a proposal acceptable in planning terms the Council will seek the provision of planning advantages appropriate to the site and commensurate to the scale and nature of the development including the provision of facilities for public use such as recreation and community uses which help meet site or other Plan objectives
- (7) The Council's Planning Obligations Strategy adopted as Supplementary Planning Guidance in June 2005 outlines and clarifies the Council's current approach, policies and procedures in respect of planning obligations
- (8) The Owner has submitted the Planning Application to the Council and has entered into this Deed in order to secure the planning obligations contained in it in accordance with the Council's UDP policies and Planning Obligations Strategy so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and is conditional upon the grant of planning permission pursuant to the Planning Application by the Council
2. THE Owner hereby UNDERTAKES to the Council:-
 - (a) to pay to the Council the Primary Education Contribution, the Secondary Education Contribution, the Health Contribution, the Public Realm Contribution and the Transport Contribution within one (1) year of a Material Start
 - (b) to give notice in writing to the DCM of its intention to commence the Development at least seven (7) days before making a Material Start
 - (c) on the date hereof to pay to the Council the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of two hundred pounds (£200) together with the Monitoring Fee

4. **GENERAL:-**
Miscellaneous declarations

- (a) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" "the Owner" and "the Mortgagee" shall include their respective successors in title and assigns

Local land charge provisions

- (d) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

- (e) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

English law applicable

- (f) The construction validity and performance of this Deed shall be governed by English law

Effect of revocation of planning permission

- (g) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely

Liability of subsequent owners and release of former owners

- (h) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under it in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land)

Effect of covenant

- (i) Any covenant contained herein whereby the relevant party is not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing to be done and any covenant whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer such act or thing to be omitted to be done

Contracts (Rights of Third Parties) Act 1999

- (j) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or be capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definition of the Council the Owner and the Mortgagee

Release

- (k) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if a Material Start has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge

VAT clauses

- (l) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (m) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

Interest on late payment

- (n) if any of the contributions is not paid to the Council within one year from a Material Start, then interest shall be paid on such contribution at the rate of 4% above the base rate of Barclays Bank plc from time to time in force from the date that the contribution became due to the date of actual payment

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

EXECUTED BY Jamie Cooper

by his Attorney JOANNA ELIZABETH GRANT
as a Deed in the presence of:

NJ Solicitor
NICHOLAS JOHN SCUDAMORE
SOLICITOR

EXECUTED BY Joanna Elizabeth Grant

as a Deed in the presence of:

NJ Solicitor
NICHOLAS JOHN SCUDAMORE
SOLICITOR
STONE HOUSE
12-13 CHURCH STREET
BARKINGHAM TUN JUNCT.

Dated 22nd September 2008

Enduring Power of Attorney

Part A: About using this form

- 1. You may choose one attorney or more than one.** If you choose one attorney then you must delete everything between the square brackets on the first page of the form. If you choose more than one, you must decide whether they are able to act:
 - Jointly (that is, they must all act together and cannot act separately) or
 - Jointly and severally (that is, they can all act together but they can also act separately if they wish).

On the first page of the form, show what you have decided by crossing out one of the alternatives.
- 2. If you give your attorney(s) general power** in relation to all your property and affairs, it means that they will be able to deal with your money or property and may be able to sell your house.
- 3. If you don't want your attorney(s) to have such wide powers,** you can include any restrictions you like. For example, you can include a restriction that your attorney(s) must not act on your behalf until they have reason to believe that you are becoming mentally incapable; or a restriction as to what your attorney(s) may do. Any restrictions you choose must be written or typed where indicated on the second page of the form.
- 4. If you are a trustee** (and please remember that co-ownership of a home involves trusteeship), you should seek legal advice if you want your attorney(s) to act as a trustee on your behalf.
- 5. Unless you put in a restriction preventing it** your attorney(s) will be able to use any of your money or property to make any provision which you yourself might be expected to make for their own needs or the needs of other people. Your attorney(s) will also be able to use your money to make gifts, but only for reasonable amounts in relation to the value of your money and property.
- 6. Your attorney(s) can recover the out-of-pocket expenses** of acting as your attorney(s). If your attorney(s) are professional people, for example solicitors or accountants, they may be able to charge for their professional services as well. You may wish to provide expressly for remuneration of your attorney(s) (although if they are trustees they may not be allowed to accept it).
- 7. If your attorney(s) have reason to believe** that you have become or are becoming mentally incapable of managing your affairs, your attorney(s) will have to apply to the Court of Protection for registration of this power.
- 8. Before applying to the Court of Protection for registration** of this power, your attorney(s) must give written notice that that is what they are going to do, to you and your nearest relatives as defined in the Enduring Powers of Attorney Act 1985. You or your relatives will be able to object if you or they disagree with registration.
- 9. This is a simplified explanation** of what the Enduring Powers of Attorney Act 1985 and the Rules and Regulations say. If you need more guidance, you or your advisers will need to look at the Act itself and the Rules and Regulations. The Rules are the Court of Protection (Enduring Powers of Attorney) Rules 1986 (Statutory Instrument 1986 No. 127). The Regulations are the Enduring Powers of Attorney (Prescribed Form) Regulations 1990 (Statutory Instrument 1990 No. 1376).
- 10. Note to Attorney(s)**
After the power has been registered you should notify the Court of Protection if the donor dies or recovers.
- 11. Note to Donor**
Some of these explanatory notes may not apply to the form you are using if it has already been adapted to suit your particular requirements.

YOU CAN CANCEL THIS POWER AT ANY TIME BEFORE IT HAS TO BE REGISTERED

I certify this to be a true reproduction
of the original document

[Signature]
.....
Solicitor
Stone Rowe Brewer

4/4/07
.....
Date

Part B: To be completed by the 'donor' (the person appointing the attorney(s))

Don't sign this form unless you understand what it means

Please read the notes in the margin which follow and which are part of the form itself.

Donor's name and address.

I Jamie Cooper
of The Rosary, Ormond Road, Richmond, TW10 6TH

Donor's date of birth.

born on 6th July 1970

See note 1 on the front of this form. If you are appointing only one attorney you should cross out everything between the square brackets. If appointing more than two attorneys please give the additional name(s) on an attached sheet.

appoint Joanna Elizabeth Grant
of 84a Hampton Road, Twickenham, TW2 5QS

• [and
of

Cross out the one which does not apply (see note 1 on the front of this form).

~~• jointly~~
~~• jointly and severally]~~

Cross out the one which does not apply (see note 2 on the front of this form). Add any additional powers.

to be my attorney(s) for the purpose of the Enduring Powers of Attorney Act 1985
• with general authority to act on my behalf
~~• with authority to do the following on my behalf:~~

If you don't want the attorney(s) to have general power, you must give details here of what authority you are giving the attorney(s).

in relation to

Cross out the one which does not apply.

• all my property and affairs
~~• the following property and affairs:~~

I certify this to be a true reproduction
of the original document

leey
Solicitor
Stone Rowe Brewer

4/4/07
Date

Part B: continued

Please read the notes in the margin which follow and which are part of the form itself.

If there are restrictions or conditions, insert them here; if not, cross out these words if you wish (see note 3 on the front of this form).

If this form is being signed at your direction:-

- the person signing must not be an attorney or any witness (to Parts B or C);
- you must add a statement that this form has been signed at your direction;
- a second witness is necessary (please see below).

Your signature (or mark).

Date.

Someone must witness your signature.

Signature of witness.

Your attorney(s) cannot be your witness. It is not advisable for your husband or wife to be your witness.

A second witness is only necessary if this form is not being signed by you personally but at your direction (for example, if a physical disability prevents you from signing).

Signature of second witness.

~~subject to the following restrictions and conditions:~~

I intend that this power shall continue even if I become mentally incapable.

I have read or have had read to me the notes in Part A which are part of, and explain, this form.

Signed by me as a deed and delivered

on 15th August 2005

in the presence of

Full name of witness

Address of witness

J.C.

J. Brewer

Jennifer Brewer, Solicitor
 Stone Rowe Brewer
 Stone House
 12-13 Church Street
 Twickenham TW1 3NJ
 Tel: 020 8891 6141
 Fax: 020 8744 1143

in the presence of

Full name of witness

Address of witness

I certify this to be a true reproduction of the original document

J. Brewer
Solicitor
Stone Rowe Brewer

4/4/07
Date

Part C: To be completed by the attorney(s)

Note 1. This form may be adapted to provide for execution by a corporation.

2. If there is more than one attorney additional sheets in the form as shown below must be added to this Part C.

Please read the notes in the margin which follow and which are part of the form itself.

Don't sign this form before the donor has signed Part B or if, in your opinion, the donor was already mentally incapable at the time of signing Part B.

If this form is being signed at your direction:-

- the person signing must not be an attorney or any witness (to Parts B or C);
- you must add a statement that this form has been signed at your direction;
- a second witness is necessary (please see below).

Signature (or mark) of attorney.

Date.

Signature of witness.

The attorney must sign the form and his signature must be witnessed. The donor may not be the witness and one attorney may not witness the signature of the other.

A second witness is only necessary if this form is not being signed by you personally but at your direction (for example, if a physical disability prevents you from signing).

Signature of second witness.

I understand that I have a duty to apply to the Court for the registration of this form under the Enduring Powers of Attorney Act 1985 when the donor is becoming or has become mentally incapable.

I also understand my limited power to use the donor's property to benefit persons other than the donor.

I am not a minor

Signed by me as a deed and delivered

on 15th August 2005

in the presence of

Full name of witness

Address of witness

Jennifer Brewer, Solicitor
Stone Rowe Brewer
Stone House
12-13 Church Street
Twickenham TW1 3NJ
Tel: 020 8891 6141
Fax: 020 8744 1143

in the presence of

Full name of witness

Address of witness

I certify this to be a true reproduction of the original document

.....
Solicitor
Stone Rowe Brewer

4/14/07
.....
Date