

Dated _____ 2009

JAMIE COOPER

-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 property known as Pouparts
Yard and land to rear of 84a
Hampton Road TW2 5QS

Ref:Contributions UU

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)
as a Deed in the presence of:)

- (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" and "the Owner" shall include their respective successors in title and assigns

Deleted: and "the Mortgagee"

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 and the Owner

Deleted: 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

- (4) Saved 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) Saved 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) Saved 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 saved 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 together with the Monitoring Fee 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 three hundred and seventy five pounds (£375)

3. GENERAL:-
Miscellaneous declarations

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Deleted: 3. . The Mortgagee hereby consents to the Owner completing this Deed with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the execution of the Mortgage

Deleted: 4

"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 , Twickenham, Middlesex delineated in red on the plan attached hereto
Public Realm Contribution	the sum of nine thousand nine hundred and thirty four pounds and eight pence (£9,934.80) indexed
"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 MX462659 as the proprietor of the freehold interest in the Property
- (3) Saved 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

Deleted: and the Mortgagee is similarly registered as the proprietor of a charge over the Property

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

BY

Jamie Cooper of Millennium House, 7 High Street, Hampton Middlesex TW12 2SA ("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:-

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| "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 $\frac{A}{B}$ where B represents the value of the Retail Prices Index (All Items) as at 27 February 2009 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 |