

**DATED 13 JUNE 2013**

**MONTPELIER ESTATES LIMITED**

-and-

**THE OXFORDSHIRE COUNTY COUNCIL**

**PLANNING OBLIGATION (by Unilateral Undertaking)**

relating to development at

Land North East of Junction of Launton Road and  
Skimmingdish Lane, Launton, Oxon

**THIS UNILATERAL UNDERTAKING** is given this [ 13<sup>TH</sup> ] day of

[ JUNE ] 2013

BY **MONTPELIER ESTATES LIMITED** Company No. 03300053

whose registered office is at Middle Hedge Barn, Chilton Business Centre, Chilton, Buckinghamshire, HP18 9LS ("the Applicant")

TO **THE OXFORDSHIRE COUNTY COUNCIL** whose principal office is at

County Hall New Road Oxford OX1 1ND ("the Council")

#### 1. Interpretation

In this deed

- 1.1. "the 1990 Act" means the Town and Country Planning Act 1990 (as amended)
- 1.2. "the Administration Fee" means the sum of £100 towards the administration costs relating to this undertaking
- 1.3. "the Contribution" means the sum of £2,000 towards the bus stops from the Skimmingdish Lane development
- 1.4. "the Planning Application" means the application for planning permission for the construction of a 75 bed care home (use Class 2) together with ancillary accommodation including café, hair salon and shop and associated development including car parking and servicing arrangements application no. 13/00372.OUT
- 1.5. "the Site" means the land at North East of Junction of Launton Road and Skimmingdish Lane, Launton, Oxon shown edged in red on the plan attached

1.6. For the purposes of the 1990 Act the Council is the county planning authority for the area which includes the Site

1.7. This Deed is made under Section 106 of the 1990 Act and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Applicant in respect of the Site and enforceable by the Council

**2. Covenant**

The Applicant covenants to pay

2.1. the Contribution to the Council on the date of this undertaking to be applied towards the bus stops from the Skimmingdish Lane development

2.2. the Administration Fee to the Council on the date of this undertaking

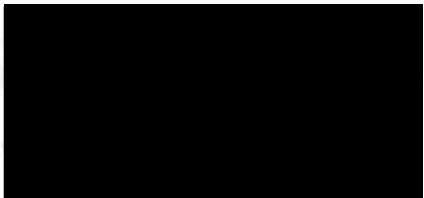
**3. Acknowledgements**

The Owner acknowledges that nothing contained or implied in this Deed shall prejudice or affect the rights discretion powers and duties and obligations of the Council in the exercise of their functions

**4. Third Party Rights**

This Deed is enforceable by the Council but otherwise it confers no rights under the Contract (Rights of Third Parties) Act 1999

SIGNED as a DEED by the said )



in the presence of: )

Signature of Witness



Name of Witness (in block capitals) MAUREEN BENNETT

Address 35 Pelham Road  
Thame OX9 3WH.

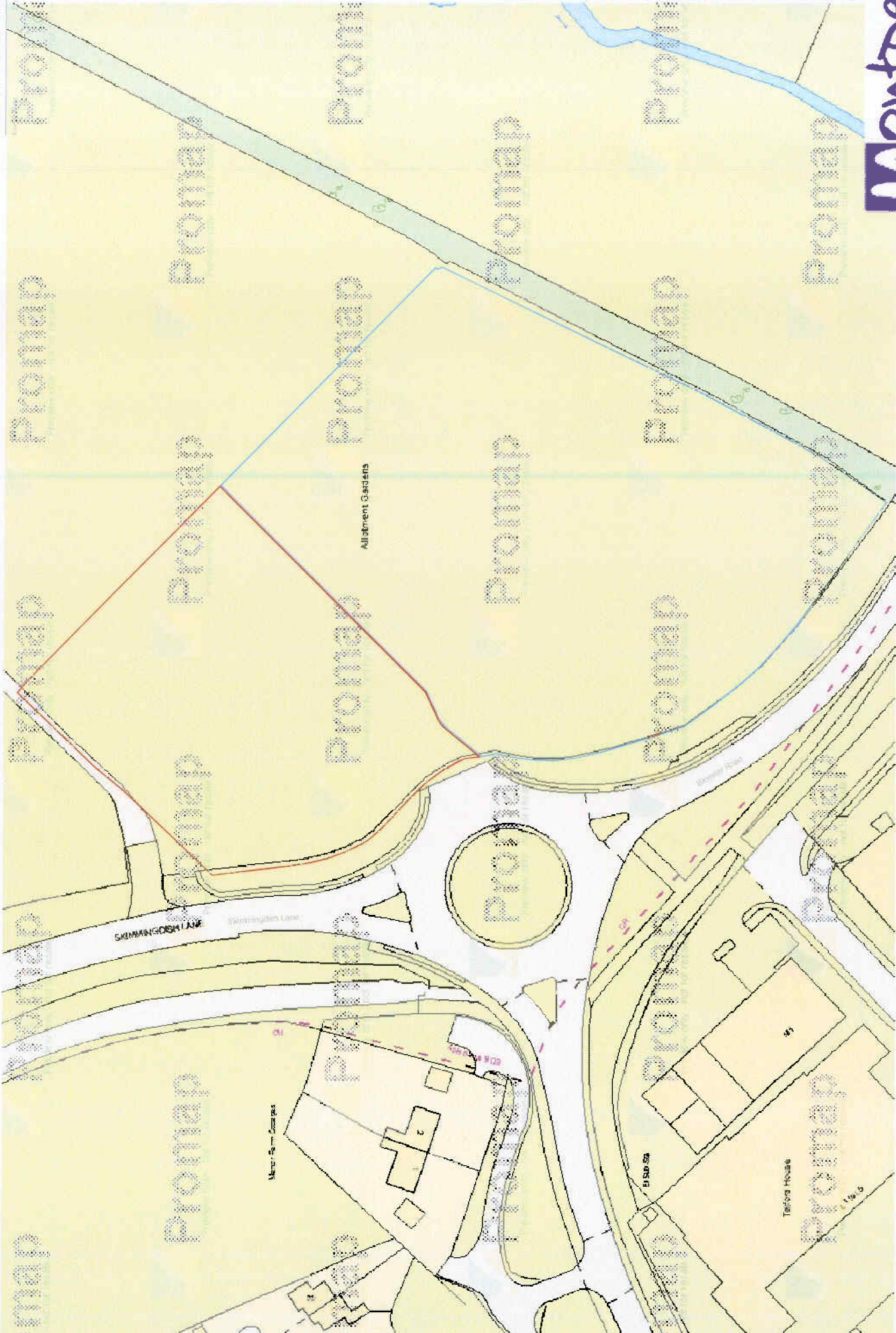
PLANNING PERMISSIONS AND CONDITIONS  
FOR THE DEVELOPMENT OF THE SITE  
ARE SET OUT IN THE ATTACHED DOCUMENTS  
AND SHOULD BE READ IN CONJUNCTION WITH  
THIS DOCUMENT.

# BICES TER

SKIMMINGDISH LANE

**Montpelier**  
estates

21/11/2012 11:20: F03/S01/ Rev



**SITE LOCATION**

1:1250 @ A4