

13 April

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 439  
LECTURE 12: QUANTUM MECHANICS  
OF PARTICLES IN POTENTIALS

LECTURE 12: QUANTUM MECHANICS OF PARTICLES IN POTENTIALS

1. Introduction

2. Review

3. The Schrödinger Equation for a Particle in a Potential

4. Separation of Variables

5. Example

6. Summary

**THIS DEED** is made on the *Thirteenth* day of *April*

Two Thousand and Twenty One

**BETWEEN:-**

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the County Council")
- (2) **BDW TRADING LIMITED** (Co. Regn. No. 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville LE67 1UF ("the Owner")

1. **Interpretation**

In this Deed:-

- 1.1 "the 1990 Act" means the Town and Country Planning Act 1990
- 1.2 "the County Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions and any duly appointed employee or agent of the Council or such successor
- 1.3 "the Owner" means the said BDW Trading Limited (Co. Regn. No. 03018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville LE67 1UF and their successors in title and assigns
- 1.4 "the Principal Obligation" means a unilateral undertaking dated the twentieth day of November 2017 made by The Trustees Of Adderbury Feoffee Charity, The Oxford Diocesan Board Of Finance to Cherwell District Council and Oxfordshire County Council with the consent of Gladman

Developments Ltd pursuant to Section 106 of the 1990 Act  
relating to development at Land at White Post Road  
Bodicote

- 1.5 Terms and expressions defined in the Principal Obligation shall have the same meaning in this Deed unless otherwise provided
- 1.6 Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply
- 1.7 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.8 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed
- 1.9 Where the context so requires:-
  - 1.9.1 the singular includes the plural and vice versa
  - 1.9.2 the masculine includes the feminine and vice versa
  - 1.9.3 persons includes bodies corporate associations and partnerships and vice versa
- 1.10 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons
- 1.11 Where more than one party enters into any obligation or liability those parties are jointly and severally liable

1.12 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1 The Owner is the owner of the freehold of the Site free from incumbrances save for those contained on title number ON353292 on 9 December 2020
- 2.2 For the purposes of the 1990 Act the County Council is the county planning authority for the area which includes the Site
- 2.3 This Deed varies and is supplemental to the Principal Obligation
- 2.4 This Deed is made under Section 106 and Section 106A of 1990 Act and is a planning obligation for the purposes of Section 106 of the 1990 Act entered into by the Owner in respect of the Site and enforceable by the County Council
- 2.5 The enforcing authorities are as set out in clause 2.2 of the Principal Obligation
- 2.6 The County Council have obtained written confirmation from Cherwell District Council that they do not require to be a party to this Deed to effect the variation set out in this Deed

3. **Agreements**

3.1 The Owner and the County Council agree that from the date of this Deed the Principal Obligation is varied as follows and all reference to the Principal Obligation (whether in the Principal Obligation or otherwise) shall take effect as references to the Principal Obligation as so varied:-

3.1.1 In Schedule 3 of the Principal Obligation in paragraph 2.10.1 shall be deleted and replaced with the following:

“2.10.1 50% on the earlier of:

2.10.1.1 the first Occupation of the 20<sup>th</sup> Dwelling on the Site to be Occupied or

2.10.1.2 the first anniversary of the Commencement of the Development”

3.1.2 In Schedule 3 of the Principal Obligation in paragraph 2.11 shall be amended to delete the words “shall not Commence Development” and replace them with the following words: “shall not cause or permit the Occupation of more than 20 Dwellings”

3.1.3 In Schedule 3 of the Principal Obligation in paragraphs 2.13 and 2.14 shall be deleted and replaced with the following:

“2.13 “to pay the Secondary School Land Contribution prior to the Commencement of the

Development and not Commence the Development  
nor cause or permit the Commencement of the  
Development until the Secondary School Land  
Contribution has been paid to the County Council  
"2.14

2.14.1 to pay the Primary School Land Contribution  
on the earlier of:

2.14.1.1 the first Occupation of the 20<sup>th</sup> Dwelling on  
the Site to be Occupied or

2.14.1.2 the first anniversary of the Commencement  
of the Development and

2.14.2 not to cause or permit the Occupation of more  
than 20 Dwellings until the Primary School Land  
Contribution has been paid to the County Council"

3.2 Except as expressly amended by this Deed, the Principal  
Obligation shall remain in full force and effect;

4. **Costs**

4.1 The Owner shall on completion of this Deed pay the  
reasonable legal costs of the County Council in connection  
with the preparation and completion of this Deed

4.2 The Owner shall on completion of this Deed pay the sum of  
£100 towards the costs relating to its administration

4.3 The Owner will reimburse the County Council in respect of  
all legal and administrative costs in reasonably incurred  
connection with the enforcement of any of the provisions of

this Deed including but not limited to correspondence  
monitoring on behalf of the County Council

4.4 The Owner will not claim any compensation in respect of the  
provision of this Deed

5. **Third Party Rights**

This Deed gives no rights under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act and it may be enforced by the successors in title of the parties and by any successor to the County Council's statutory functions

6. **No Waiver**

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Owner from any liability under this Deed

7. **No Fetter**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the County Council in the exercise of its functions in any capacity

8. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the Law of England

9. **Delivery**

The provisions of this Deed shall be of no effect until this Deed



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