

29 JULY
DATED ~~DO NOT DATE~~ 2015

JULIAN PETER CORDY AND PAULA JANE CORDY

and

TSB BANK PLC

to

CHERWELL DISTRICT COUNCIL

UNILATERAL UNDERTAKING

**Pursuant to s106 Town and Country Planning Act 1990
Relating to
4 Barretts Row
Wendlebury
Bicester
Oxfordshire
OX25 2PH**

THIS DEED OF UNDERTAKING is dated ²⁴ ~~2015~~ day of ^{JULY} ~~DATE~~ 2015

and is given by

- (1) **Julian Peter Cordy and Paula Jane Cordy** of 4 Barretts Row Wendlebury Bicester Oxfordshire OX25 2PH (together '**the Owners**') and
- (2) **TSB Bank PLC** (Scot. Co. Regn. No. SC095237) of Mortgages, P.O. Box 2230, Barnett Way, Barnwood, Gloucester GL3 9ED ('**the Mortgagee**')

to

- (3) **Cherwell District Council** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ('**the Council**')

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- (B) The Owners are the freehold owners of the Site subject to the interest of the Mortgagee
- (C) The Owners have submitted the Planning Application to the Council and the Council has resolved to grant planning permission subject to the completion and delivery of this Undertaking

1. DEFINITIONS

In this deed the following words and phrases have the meanings shown opposite:

- | | |
|---------------------------------|--|
| 1990 Act | the Town and Country Planning Act 1990 (as amended) |
| the Development | the development of the Site with the erection of a two storey detached dwelling with car port and division of the Site as set out in the Planning Application |
| Flood Evacuation Drawing | the Flood Evacuation drawing submitted as part of the Application and attached to this Deed marked 'Flood Evacuation' |
| Implementation | the carrying out of any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Implement" and "Implemented" shall be construed accordingly . |

Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
Parking Drawing	the drawing showing the car parking spaces to be provided submitted as part of the Application and attached to this Deed marked 'Parking Drawing'
the Plan	the plan of the Site attached to this Deed marked 'Site Plan'
the Planning Application	the application for full planning permission submitted to the Council for the Development and allocated reference number 15/00147/F
the Planning Permission	the full planning permission to be granted by the Council pursuant to the Application subject to conditions
the Site	land at 4 Barretts Row Wendlebury Bicester Oxfordshire OX25 2PH comprised in Land Registry title ON274307 against which this Deed may be enforced as shown edged red on the Plan

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever more than one person is a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 2.5 "Including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly.
- 2.6 Words denoting an obligation on a party to do any act or 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 that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.8 Reference to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions and any duly appointed employee or agent of the Council or such successor.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners and the Mortgagee under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner and subject as provided in Clause 7 the Mortgagee.
- 3.3 This Deed is capable of and may be registered as a local land charge by the Council.

4 CONDITIONALITY

This Deed is conditional upon the grant of the Planning Permission and Implementation save for the provisions of Clauses 6.1, 10, 11 and 12 (costs, notifications, jurisdiction and delivery) which shall come into effect immediately upon completion of this Deed.

5 OWNERS' COVENANTS

The Owners undertake to the Council:

- 5.1 Not to cause or permit the Occupation of the Development until they have provided and thereafter retained in perpetuity the decking area to the front of 4 Barretts Row as shown on the Flood Evacuation Drawing; and
- 5.2 Not to cause or permit the Occupation of the Development until they have installed and thereafter retained in perpetuity the two parking spaces shown on the Parking Drawing.

6 MISCELLANEOUS

- 6.1 The Owners will upon completion of this Deed pay to the Council their legal costs of negotiating and accepting this Deed.
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the Council's functions.)
- 6.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to Implementation PROVIDED ALWAYS that the Planning Permission has not been Implemented.
- 6.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but

without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 6.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Deed.

7 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee (but for the avoidance of doubt excluding its successors in title other than mortgagees of the Site) shall otherwise have no liability under this Deed unless it takes possession of the Site with or without a court order and/or exercises its power of appointing a receiver.

The owner hereby agrees to indemnify and keep indemnified the Mortgagee from the and against all action, costs, claims and demands of whatsoever nature arising out of any breach or non-observance of the terms of this agreement.

8 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 NO FETTER

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

10 NOTIFICATIONS

The Owners undertake to the Council:

- 10.1 to give the Council written notice within fourteen days of any change in ownership of the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan; and
- 10.2 to notify the Council in writing of the date of Implementation within fourteen days of its occurrence and to specify in the notification the date on which it occurred.

11 JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England and Wales.

12 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

Executed as a Deed by the said JULIAN PETER CORDY in the presence of

Julian Peter Cordy
Tanya Warner
Solicitor
Baker & Bentley Wines

Executed as a Deed by the said PAULA JANE CORDY in the presence of

Paula Jane Cordy
Tanya Warner
Solicitor
Baker & Bentley Wines

Executed as a Deed by TSB BANK PLC in the presence of

Director:

Director/Secretary:

Executed as a deed by: *Stuart McGraw*
As an attorney for and on behalf of
TSB Bank plc
In the presence of: *Stephen Quinn*
Henry Duncan House
120 George Street, Edinburgh EH2 4LH

- STUART MCGRAW

- STEPHEN QUINN

Power of Attorney

WE, TSB Bank plc (the 'Company'), incorporated under the Companies Acts and having our registered office at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH, empowered by our Articles of Association to appoint by Power of Attorney any person(s) to be our Attorney(s) for such purposes and on such conditions as we may determine, DO HEREBY from the date of execution hereof NOMINATE, CONSTITUTE and APPOINT:

Craig Allan BROWN	Senior Manager Credit Underwriting
Sheila Margaret GLASS	Underwriting Manager
Barry John DEANS	Senior Underwriter
Kenneth ALLAN	Senior Underwriter
Paul BESTFORD	Team Manager
Ian SUTHERLAND	Mortgage Underwriter
Stuart John MCGRAW	Mortgage Underwriter

and that notwithstanding that their designations may alter from time to time, and each of them separately and the survivors and survivor of them (declaring that each of them shall be entitled to act independently of the others) to be our Attorneys for the purposes aftermentioned and we give and grant full power, warrant and authority to our Attorneys for us and in our name or on our behalf to sign or otherwise execute and deliver the following documents:

Dealings with Mortgaged Property and Discharge of Mortgages

1. the variation, alteration, amendment, modification, replacement or substitution of any mortgage, security or charge to which the Company is a party;
2. the vacation, discharge, receipt, release, surrender, conveyance, re-conveyance, assignment, assignation, retrocession or re-assignment of any standard security, mortgage, charge or other security held by the Company;
3. the postponement, deferment, subordination or other regulation of the priority or ranking of any standard security, mortgage, charge or other security held by the Company;
4. the grant or release of servitudes, easements or covenants on, consent to letting, underletting, subletting, assignment, assignation, alteration or surrender of any property held by the Company as trustee or nominee or charged to the Company,

DECLARING THAT:

- i. the powers hereby conferred shall be operative and may be acted upon and relied upon by third parties either upon production of these presents or a copy thereof certified as a true copy by a solicitor or signing official at the said Henry Duncan House;

- ii. all acts done and documents executed or signed by the Attorney in good faith in the exercise, or purported exercise, of any power conferred by this Power of Attorney shall, for all purposes, be conclusive, valid and binding on us;
- iii. we undertake to ratify, approve and confirm all that the Attorney may do or cause to be done or purport to do or cause to be done in good faith in conformity with or by virtue of the terms of this Power of Attorney; and
- iv. this Power of Attorney shall be irrevocable for a period of twelve months from the date hereof whereupon it shall expire, save that the provisions of clauses ii. and iii. herein shall continue in force thereafter. This Commission and Power of Attorney shall as from the date of execution revoke and recall the whole powers granted in terms of the Commission and Power of Attorney granted by us on 8 July 2014.

DECLARING THAT this Commission and Power of Attorney and the powers hereby given shall not in any way except as aforesaid extend to, or be deemed or construed to extend to revoke or make void any other power of attorney granted by us at any time to our Attorneys or to any person or persons whomsoever and such other power or powers of attorney shall remain in force and be of the same authority, validity and effect as if this Commission and Power of Attorney had not been made.

This Power of Attorney shall be governed by the laws of Scotland.


IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed for and on behalf of us the said TSB Bank plc as follows:

At Edinburgh on ^{4th} December 2014 by:



George Gibson Reid
Authorised signatory

Before:


..... SUSAN HENDERSON

Witness
120 George Street
Edinburgh
EH2 4LH

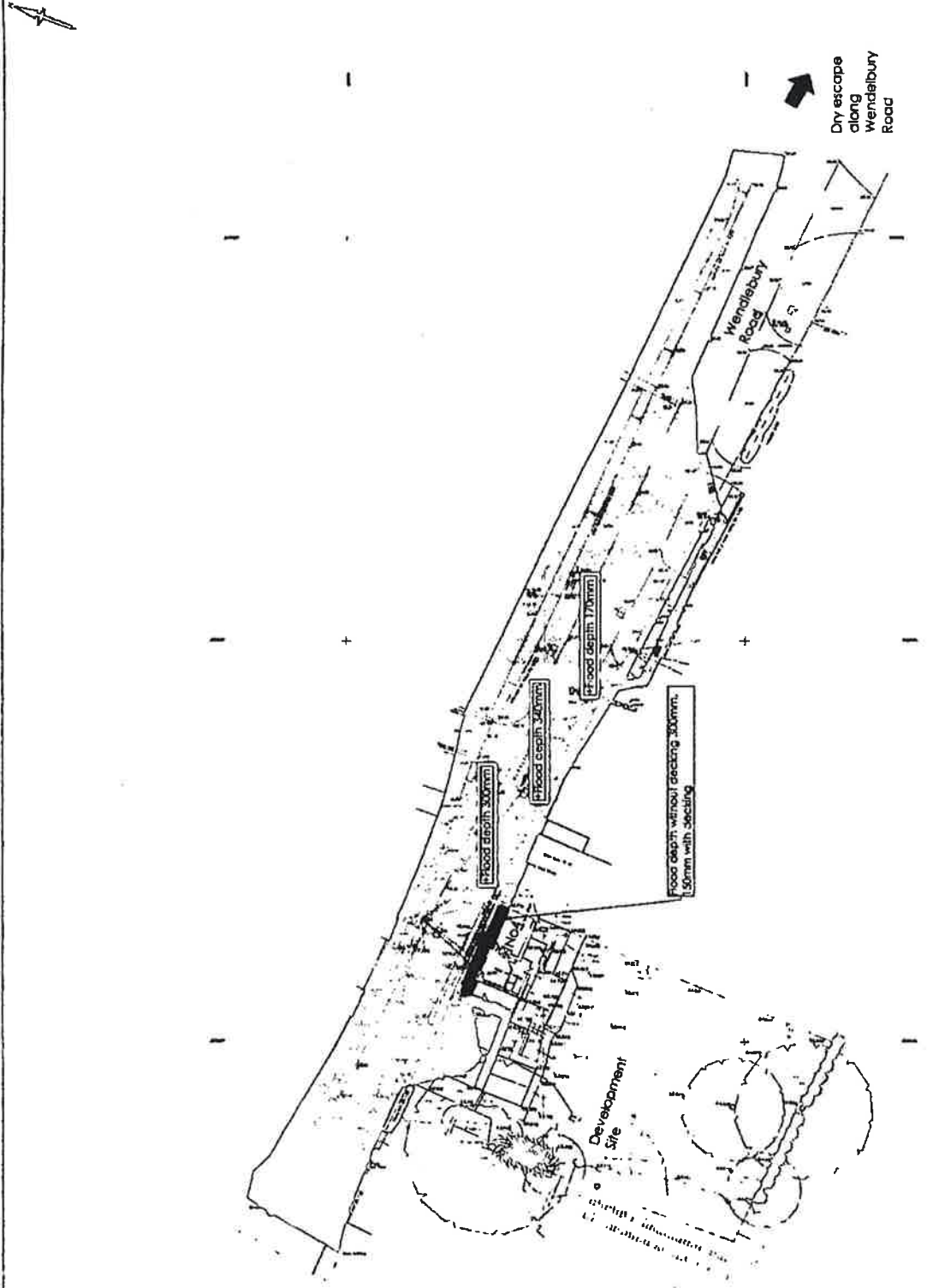
1. The drawings shall be prepared in accordance with the relevant standards and codes of practice.
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CDM Notes

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No.	Date	By	Comments

Project Name: Road Evaluation
 Location: 4 Merrim Row, Wendlebury, Oxon, OX25 2PH
 Client: AID
 Date: 20/02/2013
 Drawing No: 1/250 R A1
 Scale: 1:250 R A1
 Author: Mr J Cordy
 Date: 14/11/09
 Project: P01



Flood Evacuation
 Flood escape route is to the east of proposed development to access dry section of Wendlebury road. Part of the escape route has shallow flood levels (flood event considered 1 in 100 plus 20% climate change). These depths flood depths vary but are 340mm at their deepest. Table 4 Hazard To People classification rates a 400mm of flooding with 0.1m/s velocity to have a hazard rating of 1.24 this is classified as having an element of danger for children, the eldest and infirm. It is not considered a danger to general public and emergency services. The emergency services using the appropriate vehicles should be able to access the site should an emergency occur.

Handwritten signature: J. Cordy

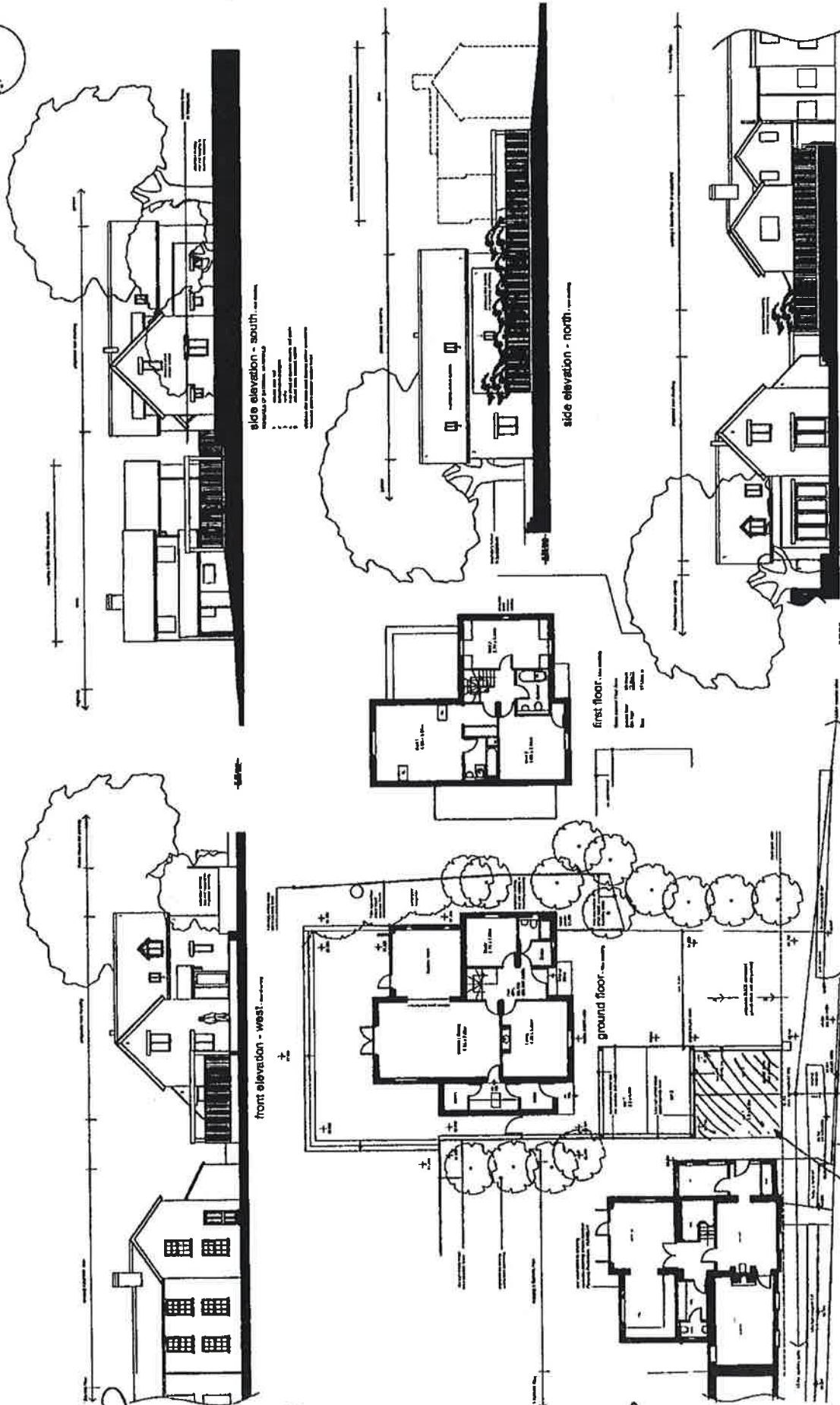
SJC
 PJC
Handwritten signature: J. Cordy

POA: Stuart McGraw
 STUART MCGRAW
 WITNESS: Stephen Quinn
 STEPHEN QUINN

POA: *Stuart McGraw* - STUART MCGRAW
 WITNESS: *Stephen Quinn* - STEPHEN QUINN



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 DO NOT SCALE DIMENSIONS FROM THE DRAWING
 REPORT ALL THE MEASURED LAND BALANCES SURVEY AND DIMENSIONS
 INFORMATION HAS PROVIDED BY JOHN WELLS SURVEYORS LTD



U.K. 1:50 scale
 PROJECT: *Stuart McGraw* - STUART MCGRAW
 DRAWING: *Architectural Floor Plans and Elevations - New Building*
 SCALE: 1:50 @ A1 (SHEET 01/11/24) DATE: 01/11/24
 DRAWN BY: *John Wells*

Amalalody jws

PAVING STAGES
 TO BE MAINTAINED

JPC

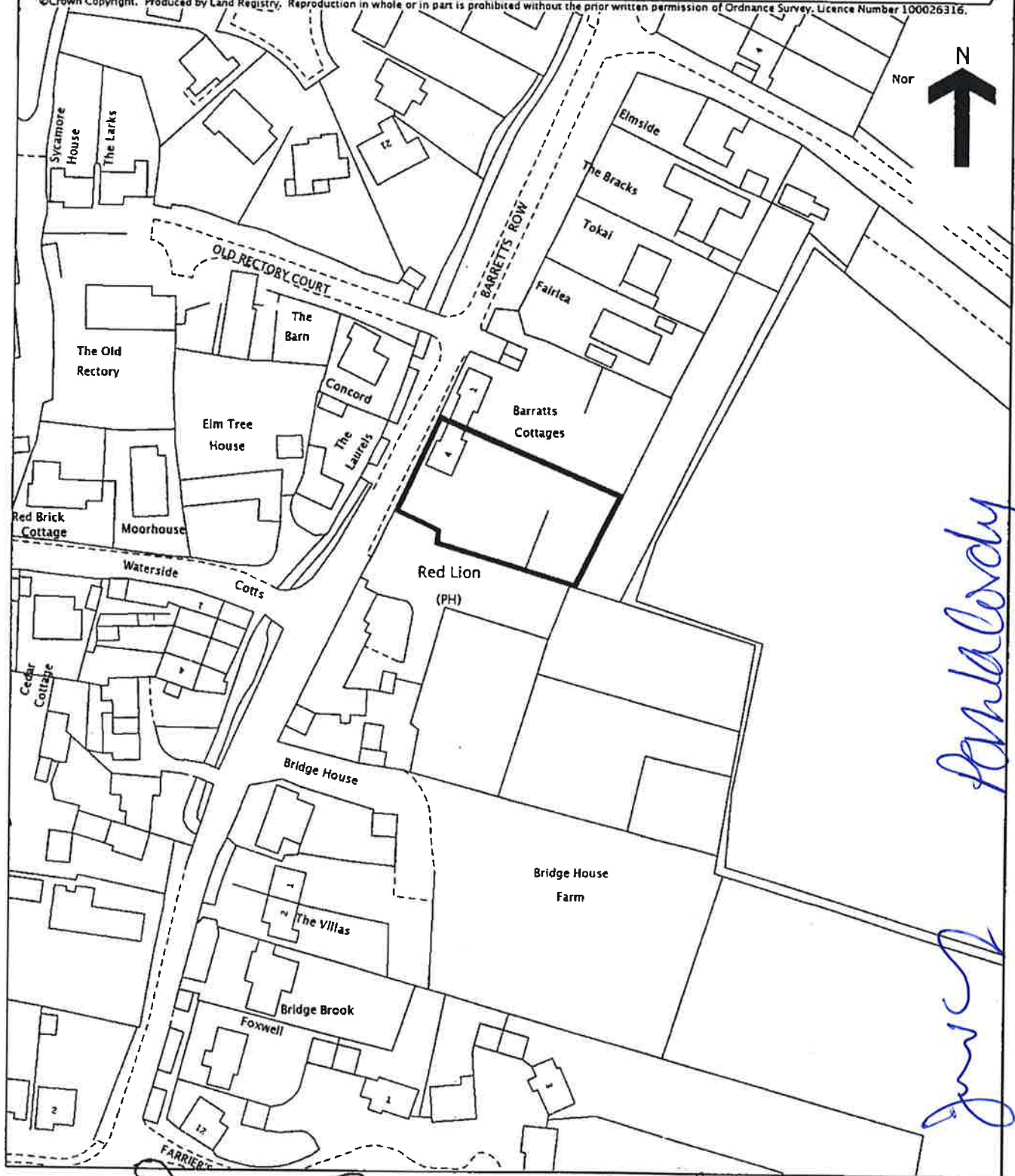
PSC Amalalody

Land Registry
Official copy of
title plan

Title number **ON274307**
Ordnance Survey map reference **SP5619NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Oxfordshire : Cherwell**



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Amalady

Amalady

SPC *[Signature]*
PSC *Amalady*

POA: *Stuart McGraw* - STUART MCGRAW
WITNESS: *Stephen Quinn* - STEPHEN QUINN