

Date

May 2015

15 / 1117 /

**JAN CHRISTIAN HANSFORD**

**JOANNE HANSFORD**

AND

**NATWEST BANK**

**UNILATERAL UNDERTAKING**

**Made under Section 106 of the Town & Country Planning Act  
1990 (as amended) relating to land at:-**

**Riverwood Farm, Talaton, Exeter EX5 2RU**

**IN FAVOUR OF EAST DEVON DISTRICT COUNCIL**

EAST DEVON DISTRICT COUNCIL ECONOMY			
12 MAY 2015			
ACK	CIRC	SEEN	FILE

This **UNDERTAKING** is made on the 11<sup>th</sup> day of May two thousand and fifteen

**BY**

1.0 **JAN CHRISTIAN HANSFORD AND JOANNE HANSFORD** of Riverwood Farm, Talaton, Exeter EX5 2RU known as 'the owners'

**AND**

2.0 **NATWEST BANK** of PO Box 16204, Birmingham B2 2WP known as 'the mortgagee'

**TO**

3.0 **EAST DEVON DISTRICT COUNCIL** of Knowle, Sidmouth, Devon, EX10 8HL known as 'the Council'

**4.0 RECITALS**

4.1 This UNILATERAL UNDERTAKING relates to land at Riverwood Farm, Talaton, Exeter in the County of Devon, which said land shown edged red on the attached plan and known as 'the Land.'

4.2 The owners are the freehold owners of the Land registered with the title absolute under title numbers DN 187477 and DN 528672.

4.3 The Council is the Local Planning Authority by whom the obligations contained in this Deed are enforceable

4.4 The Owners have made a planning application ('the Planning Application') to the Council for the erection of a dwelling

4.5 The mortgagee consents to this agreement and acknowledges that the agreement binds the Property. The mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach'

4.6 The Council has not yet determined the Planning Application and the Owners enters into this UNDERTAKING the obligations of which are only enforceable following a grant of the Planning Permission (see Definitions) for the Development

**5.0 DEFINITIONS**

<b>the Act</b>	Means the Town and Country Planning Act 1990 as amended
<b>the Development</b>	Means the development of the Land as described in the Planning Application and in accordance with the Planning Permission, viz. the erection of a dwelling house on the Land
<b>Commencement of Development</b>	Means having carried out of any material operation as defined by Section 56(4) of the Act in connection with Development and "Commence" and "Commenced" shall be construed accordingly
<b>Commencement Notice</b>	Means written notice of the date that

	Commencement of the Development is to take place in the form at Appendix 1
<b>Due Date</b>	Means the date on which any contributions or sums payable by the owners to the Council under the terms of this Undertaking become due
<b>Dwelling</b>	Means a building or part of a building designed for residential occupation by a single household and "Dwellings" shall be construed accordingly
<b>Pebblebed Heath Contribution</b>	Means the sum of £626.00 (Index Linked) to be paid by the owner to the Council as a contribution towards measures to mitigate the impacts of the Development on the Pebblebed Heath.
<b>Index</b>	Means the Retail Price Index
<b>Index Linked</b>	Means an increase to the sum to be paid which is calculated by applying to that sum the percentage increase (if any) in the Index between the date of this Undertaking and the date of payment
<b>Interest Rate</b>	Means the Law Society's Interest Rate calculated on a day to day basis
<b>Land</b>	Means land situated at Riverwood Farm, Talaton, Exeter, Devon shown edged red on the attached plan
<b>Open Market Dwellings</b>	Means the Dwelling to be constructed on the Land other than any Dwellings provided in accordance with an affordable housing requirement imposed by the Council
<b>the Planning Application</b>	Means the application for planning permission submitted to the Council for the Development and given reference number <b>15/1117/FUL</b>
<b>the Planning Permission</b>	Means planning permission to be granted by the Council pursuant to the planning application or by the Secretary of State on appeal

## 6.0 INTERPRETATION

- 6.1 Nothing in this Undertaking shall be or shall be construed to be a fetter or restriction on the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation the Land or otherwise

- 6.2 Words imposing an obligation on a party to do any act whatsoever include an obligation to procure that act and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction
- 6.3 Words imparting the singular meaning shall unless the context otherwise requires include the plural and vice versa and where there is more than one covenantor all obligations of such covenantors shall be joint and several
- 6.4 The masculine feminine and neuter genders include each of the other genders and words denoting persons shall include corporations and vice versa
- 6.5 A reference to any Clause or Schedule (or any part of them) is unless the context otherwise requires a reference to a Clause or Schedule (or any part of them) contained in this Undertaking
- 6.6 A reference to an Act of Parliament or Statutory Instrument refers to the Act or Statutory Instrument as it applies at the date of this Undertaking SAVE THAT in the event any such Act or Statutory Instrument is consolidated amended or re-enacted then any reference to such Act or Statutory Instrument refers to that Act or Statutory Instrument as consolidated amended or re-enacted from time to time
- 6.7 References to any party in this Undertaking shall include the successors in title and assigns of that party and in the case of the Council includes any successor local planning authority exercising planning powers under the Act
- 6.8 The provisions of the Schedule shall be deemed imported into the operative parts of this Undertaking
- 7.0 **THE OWNERS UNDERTAKE AS FOLLOWS:-**
- 7.1 This UNDERTAKING is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers and any enactments replacing or superseding the same with the intent to bind the Owners' interest in the Land and with the intent that the obligations herein contained shall be planning obligations
- 7.2 The planning obligations contained in the Schedule to this Undertaking are enforceable by the Council
- 7.3 Nothing in this Undertaking is or amounts to or shall be construed as a Planning Permission or approval
- 7.4 The Owners hereby covenant with the Council to observe and perform the restrictions stipulations and requirements specified in this Undertaking and the Schedule thereto
- 7.5 The Owners recognises that this planning obligation is a Local Land Charge and registrable as such in the Register of Local Land Charges maintained by the Council
- 7.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Undertaking shall confer on any third party (other than the Council) any right to enforce or any benefit of any term of this Undertaking
- 7.7 If the Planning Permission should be refused or expire (without being renewed or extended) before the Development is Commenced or shall at any time be revoked this Undertaking shall forthwith determine and cease to have effect
- 7.8 Where in this Undertaking the Owners is required to comply with any requirement prior to First Occupation the Owners shall not First Occupy nor permit any other person to occupy any of the Open Market Dwellings before the said requirement has been satisfied

- 7.9 The Owners shall be deemed to have Commenced the Development pursuant to the Planning Permission if they Commence work referable to the Development amounting to a material operation as defined in Section 56(4) of the Act (not being works for which planning permission is not required) on the Land whether or not:-
- (i) The Planning Permission has been issued;
  - (ii) The Owners has satisfied all conditions precedent to commencement set out in the Planning Permission; or
  - (iii) Those works are in accordance with the Planning Permission
- 7.10 It is acknowledged that:-
- (i) The obligations contained in this Undertaking shall take effect upon the Commencement of the Development
  - (ii) The County Court in whose district the Land is situate shall have full jurisdiction to hear and determine proceedings arising from or relating to this Undertaking or for the enforcement of its terms or any of them
  - (iii) No person shall be liable for breach of an obligation or covenant contained in this Undertaking after he/she shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of an obligation or covenant prior to parting with such interest
- 8.0 NOTICES**
- 8.1 The Owners hereby covenants not to Commence the Development unless and until the Commencement Notice has been served on the Council such Commencement Notice to be served a minimum of 14 days prior to the Commencement of Development
- 8.2 The Owners shall serve all notices and written communication to be served under this Agreement by registered or recorded delivery or by hand as specified below
- 8.3 The address for service for any notice or written communication to be served on the Council is:
- Section 106 Officer  
East Devon District Council  
Knowle  
Sidmouth  
Devon  
EX10 8HL
- 8.4 A notice approval consent or written communication under this Agreement shall be deemed to have been served as follows:
- (i) if personally delivered at the time of delivery
  - (ii) if posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority
- 8.5 It will be sufficient to prove service pursuant to this Clause 7 if it is proved that personal delivery was made or that the envelope containing the notice approval consent or written communication was properly addressed and delivered into the custody of the postal authority in a registered or recorded delivery envelope

## **SCHEDULE 1**

### **PEBBLEBED HEATH CONTRIBUTION**

The Owners for themselves and their successors in title to the Land covenant as follows:-

- 1.0 To pay the Pebblebed Heath Contribution to the Council upon Commencement of the Development.
- 2.0 In the event of the Owners failing to settle any account or accounts that may be properly and duly rendered to the Owners within fourteen days of despatch to the Owners the sum due shall accrue interest at the Interest Rate

IN WITNESS of which this Planning Obligation has been duly executed as a Deed on the date and year first before written

EXECUTED as a DEED by

**JAN CHRISTIAN HANSFORD**

in the presence of:-

Signature of witness

Name

Address

) JAN HANSFORD

) [REDACTED]

) [REDACTED]

MARGARET GRAINGER

NEWINGTON EBFORD EX30PA  
DEVON

EXECUTED as a DEED by

**JOANNE HANSFORD**

In the presence of:-

Signature of witness

Name

Address

JOANNE HANSFORD

[REDACTED]

) [REDACTED]

MARGARET GRAINGER

NEWINGTON EBFORD EX30PA  
DEVON

EXECUTED as a DEED by

**NATWEST BANK**

Acting by:-

) SHAHID RAFIQUE

)

)

[REDACTED]

Authorised signatory

Authorised signatory

Business Banking Connect Team  
PO Box 16204  
Birmingham  
B2 2WP

TITLE NUMBER

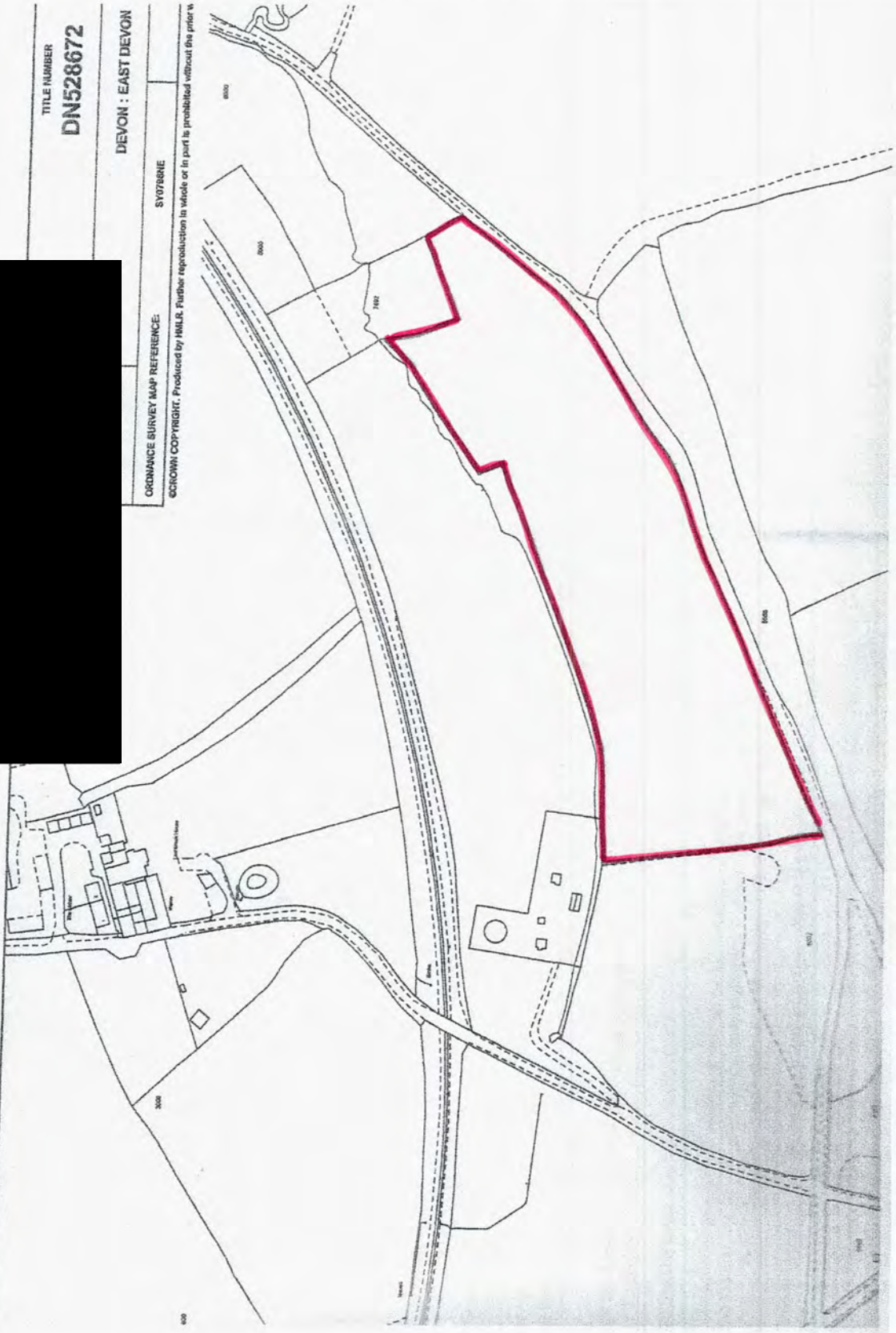
DN528672

DEVON : EAST DEVON

ORDNANCE SURVEY MAP REFERENCE:

SY0788NE

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H.M. LAND REGISTRY		TITLE NUMBER
		DN 187477
PLANNING SURVEY BY REFERENCE	SY 0798 SY 0799	Scale 1:2500
CITY OF DEVON	DISTRICT EAST DEVON	© Crown copyright

DN 187477

Scale  
1:2500

© Crown copyright

NOTE: AREAS ON THIS PLAN ARE EXPRESSED  
IN ACRES AND HECTARES.

PLAN IN 2 PARTS  
PART 2

Ladbroke Covert

0011  
'81

9508  
'30

9700  
'11

0004  
'02

SIP  
'00

0004  
'00

0004  
'84

Track

0093  
'94

7062  
'67

PLAN IN 2 PARTS  
PART 2

Lashbrook  
Cove

7062  
3-67

001  
-31

9508  
-30

9700

11

木

Track!

4.2.2

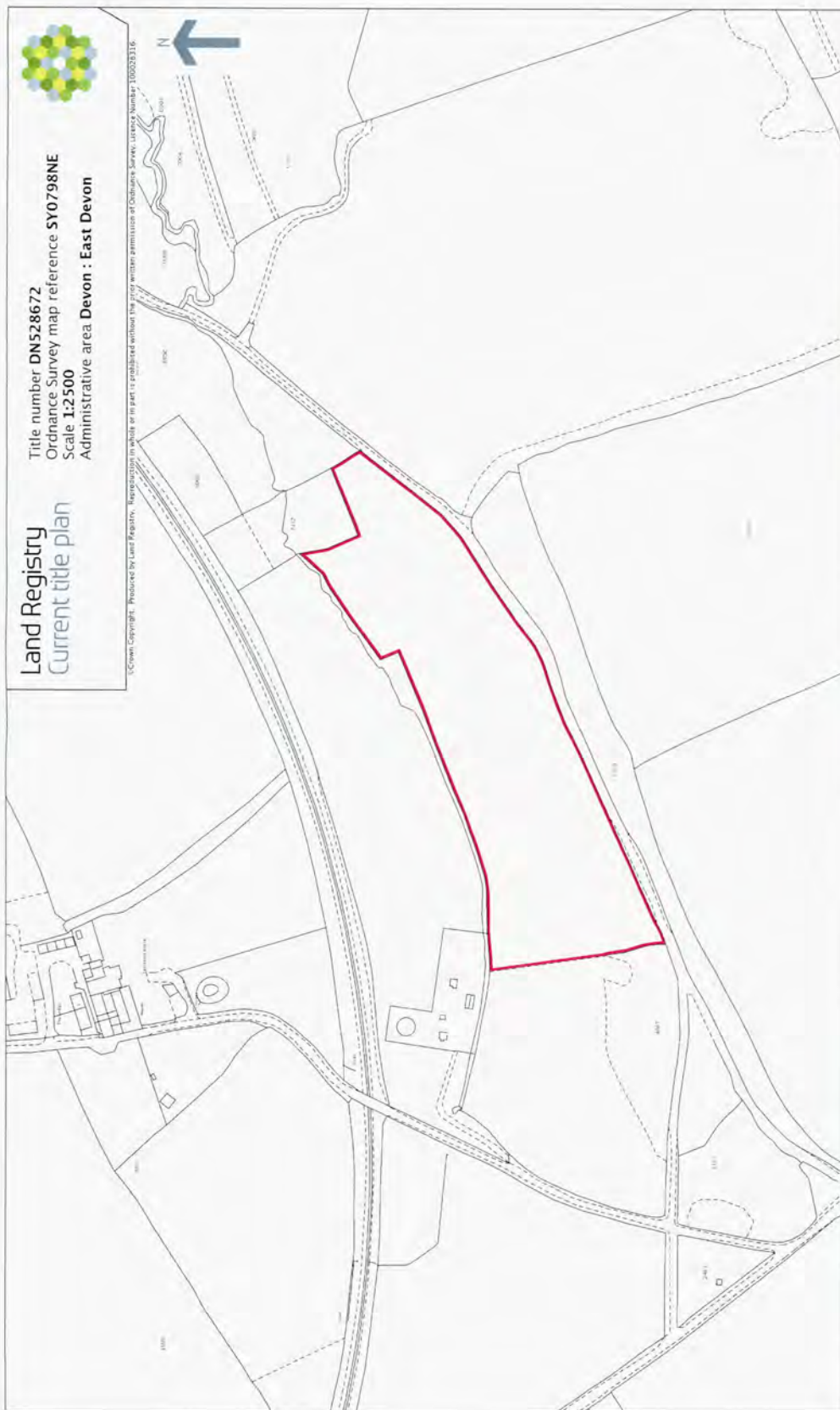
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This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 13 May 2015 at 16:24:47. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by Land Registry, Plymouth Office.