

Dated

12 APRIL

2018

**ALAN FREDERICK BARNES and ANNE BARNES**

and

**LLOYDS BANK PLC**

**UNILATERAL UNDERTAKING**

**PURSUANT TO SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990**

**Re: Land at Woodland Stables Cock Lane Hoddesdon EN11 8LS**

Ref: 07/17/0350/F  
10/3/13/961



**THIS DEED** is made the 12 day of APRIL

2018

**BY**

1. **ALAN FREDERICK BARNES and ANNE BARNES** "the Owner" of the first part and

2. **LLOYDS BANK PLC(Company No. 2065)** "the Mortgagee" of the second part

### DEFINITIONS

(1) Wherever the context so permits the following words and phrases shall have the following meanings :-

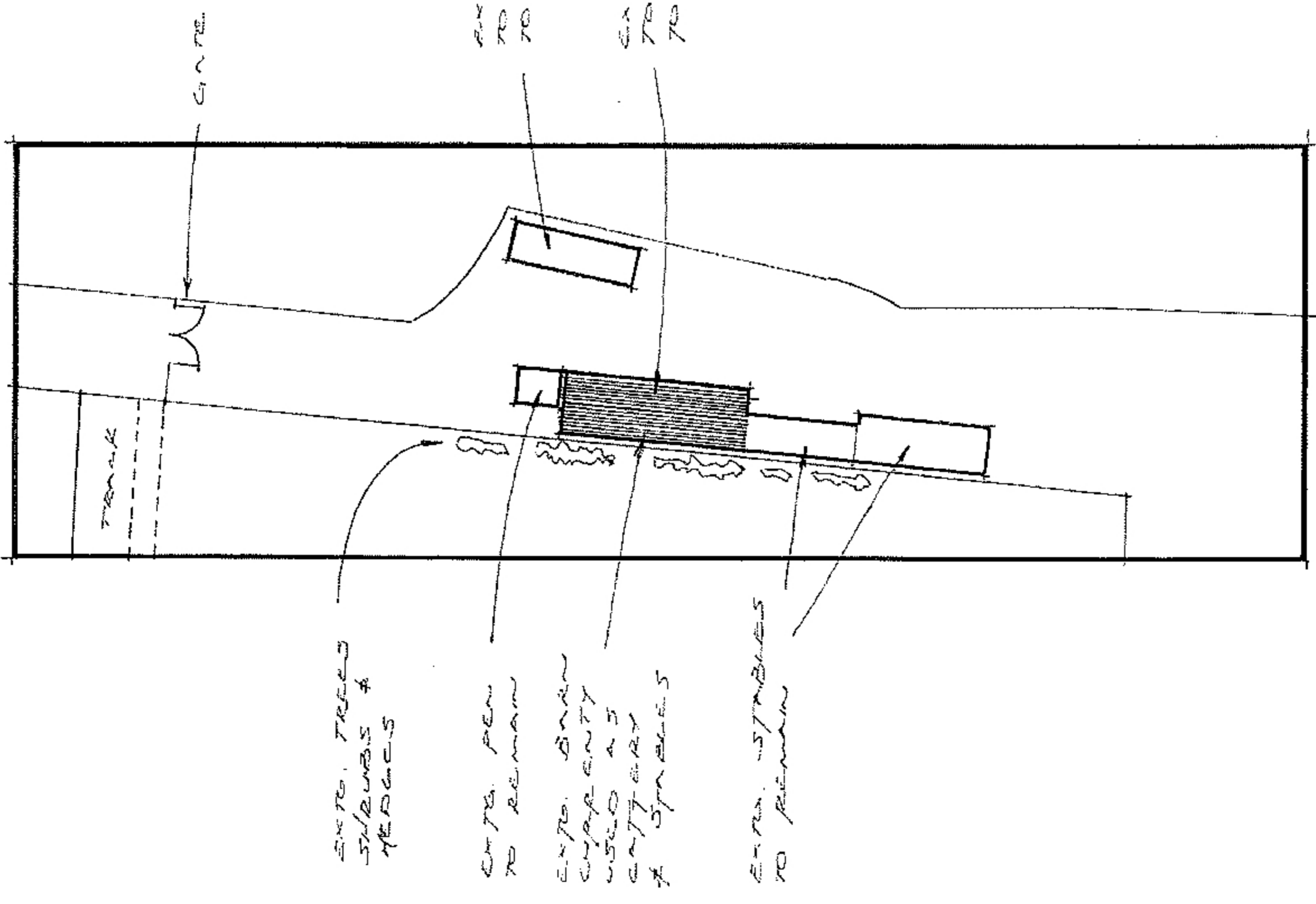
"the Act"	The Town and Country Planning Act 1990
"the Application"	The planning application made by or on behalf of the Owner and dated 6 <sup>th</sup> March 2017 bearing the Local Authority reference number 07/17/0350/F
"the Council"	The Council of the Borough of Broxbourne and its successors in title
"the Development"	The development of the Land with the conversion of the existing barn to residential (one bedroom) dwelling and extension of barn to form a cattery
"the Land"	Land known as Woodland Stables Cock Lane Hoddesdon EN11 8LS shown edged red on the plan appended
"Planning Challenge"	An application under Part 54 of the Civil Procedure Rules 1998 to the grant of the Planning Permission lodged within 6 weeks of the date of grant thereof

"the Planning Permission"      The permission to be granted by way of approval of  
the Application

- (2) Where the context so admits:-
- (a) words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa and words denoting actual persons including companies, corporations and firms and all such words shall be construed interchangeable in that manner
  - (b) the reference to any statute or section of a statute includes any statutory re-enactment or modification
  - (c) Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
  - (d) Reference to any party to this Unilateral Undertaking 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 it functions as local planning authority

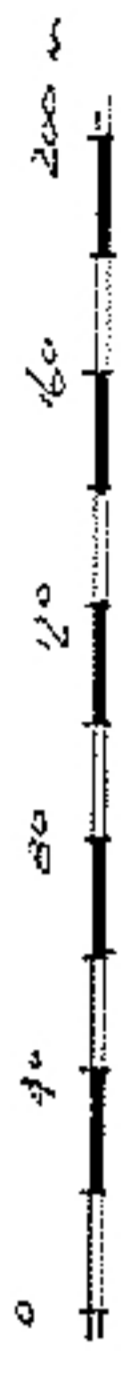
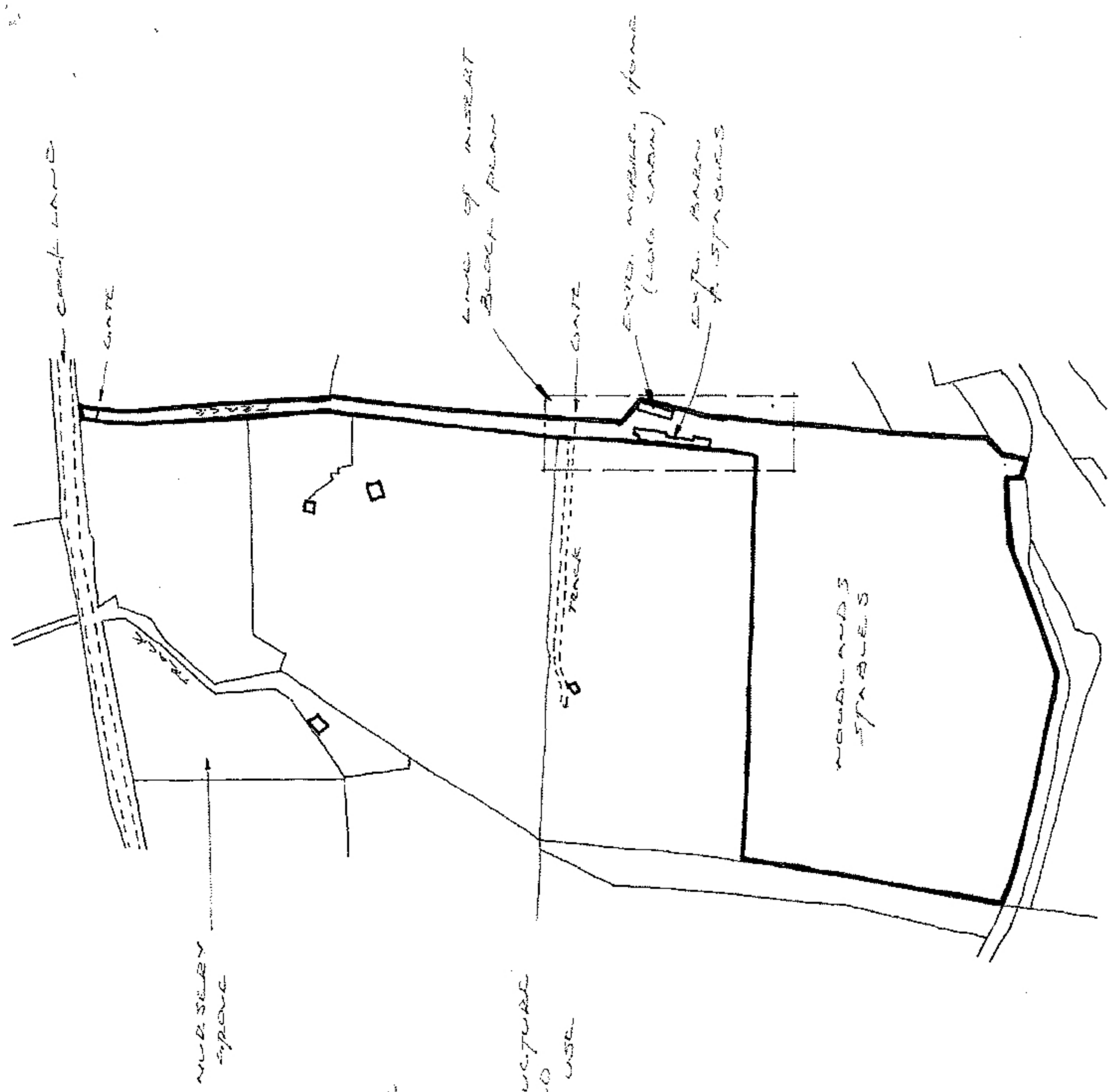
**WHEREAS:-**

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area which includes the Land
- (2) The Owner is the registered proprietor of the Land which is registered at HM Land Registry under Title Number HD165740 and the Mortgagee is similarly registered as the proprietor of a charge over the Land
- (3) The Owner has submitted to the Council the Application seeking planning permission for the Development



SCALE 1:500 @ A3

PROPOSED BLOCK (ROOF) PLAN 1:500



SCALE 1:2500 @ A3

PROPOSED LOCATION / SITE PLAN 1:2500

REG. NO. 1702-2/1 (A3)

PROPOSED BARN CONVERSION AT WOODLANDS STABLES, COCK LAKE, WOODSTOCK, HEATHS EN110LS



- (4) The Mortgagee has consented to the Owner entering into the obligation contained in this deed.

**NOW THIS DEED WITNESSETH** as follows:-

1. **THIS DEED** is executed pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers and the obligation contained in this Deed shall be enforceable against the Owner and his successors in title and any person claiming through or under the Owner to the Land or any part of the Land as if that person had also been an original party for the interest held by him PROVIDED THAT the Owner and his successors in title and any person deriving title under him shall not be liable for any breach of this covenant occurring after he shall have parted with his interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest
2. The Council shall be responsible for enforcing the obligation contained in this Deed.
3. With the exception of clauses 6 and 7 this Deed shall not come into effect until the date of grant of the Planning Permission.
4. The Owner covenants with the Council that the occupation of the one bedroom dwellinghouse (the subject of the Application) shall be limited to a person solely or mainly employed at the Owner's related cattery business (also the subject of the Application) and his or her spouse/partner who may only occupy the dwellinghouse for so long as that person is so employed
5. On execution of this Deed the Owner agrees to pay the Council's legal costs in connection with the execution of this deed and the duplicate in the sum of **ONE HUNDRED AND SEVENTY FIVE POUNDS (£175.00)**

6. In the event of a Planning Challenge by any person other than the Owner the provisions of this Deed shall be suspended and all works associated with the Development shall cease immediately and no further works shall be undertaken until the final determination of the Planning Challenge and where the Planning Permission is quashed on the final determination this Deed shall have no further force and effect and the Owner shall reinstate the Land to a condition acceptable to the Council
7. The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consents and that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a Land Charge prior to the Mortgagee's interest having been created
8. The Owner makes application to the appropriate Registrar of Local Land Charges for registration of this Deed pursuant to the provisions of the Local Land Charges Act 1975.
9. The Owner acknowledges and declares that:-
  - (a) this Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999
  - (b) The Owner and the Mortgagee together have the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Undertaking
  - (c) Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the council of any power or function exercisable under the Act



