

Dated

9th July

2019

Broxbourne Borough Council

and

Chase (Cuffley) Limited

and

Chase Capital Land Acquisitions Limited

UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Re: Land at 104 Cuffley Hill, Goffs Oak, EN7 5EY

THIS DEED is made the 9th day of July 2019

BY

1. Chase (Cuffley) Limited (Company registration number 10661356) whose registered office is 8 Parkway, Welwyn Garden City AL8 6HG ("the Owner") and
2. Chase Capital Land Acquisitions Limited (Company registration number 10614690) whose registered office is also situate at 8 Parkway Welwyn Garden City AL8 6HG ("the Mortgagee")

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 received on 10 April 2018 bearing the Local Authority reference number 07/18/0363/F
"the Broxbourne Community Contribution"	the contribution towards the provision of community facilities in Goffs Oak
"the Council"	The Council of the Borough of Broxbourne and its successors in title

"the SCS"	The Borough of Broxbourne Council's Sustainable Community Strategy 2010-2021
"the Development"	The development of the Land with 23 new houses
"Implementation"	the date on which any material operation as defined in Section 56(4) of the Act (as amended) forming part of the Development begins to be carried out
"the Land"	Land known as 104 Cuffley Hill EN7 5EY shown edged red on the plan appended and comprising the land registered with HM Land Registry under Title Number HD408040
"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
"Unit"	The individual 23 new houses

(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) any reference to a clause or a schedule is unless the context otherwise states a reference to a clause or a schedule of this Agreement and any reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears
- (d) 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
- (e) 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 HD408040 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
- (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 and provided further that none of the obligations herein contained shall bind any purchaser of an individual Unit and/or his or her mortgagee and their respective successors in title.
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. On Implementation of the Planning Permission the Owner shall pay to the Council the sums of:-
 - (i) £48,300.00 being a contribution towards sustainable transport for the benefit of the residents of Goffs Oak and Cheshunt
 - (ii) £291,000.00 being the Broxbourne Community Contribution
5. The Owner shall pay a total of £1,980,000.00 toward offsite affordable housing for the benefit of the residents of Goffs Oak and Cheshunt and which shall be payable in the following quantities and upon the occurrence of the following trigger points:-

- (i) £660,000.00 payable on occupation of the 5th unit
 - (ii) £660,000.00 payable on occupation of the 15th unit
 - (iii) £660,000.00 payable on occupation of the 20th unit
6. The Owner shall notify the Council within 14 days of Implementation of the planning permission that Implementation has taken place.
7. The applicant shall use its best endeavours to make permanent provision within the Land for permissive pedestrian access to the eastern boundary of the Land so as to facilitate recreational use of the open amenity space at the northern end of the three conjoined sites at land to rear of 90-102 and 104 Cuffley Hill, Goffs Oak. Provision of such permanent provision for permissive access within the Land shall be made prior to occupation of the 23rd unit.
8. 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 **TWO HUNDRED AND SEVENTY FIVE POUNDS (£275.00)**
9. If any monies payable to the Council under this Deed are not paid then interest shall accrue at the rate of 3% over the base rate for the time being of The Co-operative Bank from the date payment became due and any monies or expenses incurred by the Council for which the Owner is liable may be recovered by the Council as provided by Section 291 of the Public Health Act 1936 and in particular such monies expenses and interest shall until recovered be a charge on the Land and on all estates and interests in it
10. 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
11. The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent 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
 12. 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.
 13. When the provisions of this Deed have been satisfied the Owner shall be entitled to make application to the Council for a certificate that the provisions of this Deed have been satisfied and upon the Council being satisfied it shall issue a certificate and shall remove this Deed from the register of the Local Land Charges
 14. If the Planning Permission granted pursuant to the Application shall expire before Implementation or shall at any time be revoked then this Deed shall be determined and shall have no further effect insofar only as it has not already been complied with
 15. 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
- (d) The Owner will give the Council immediate written notice of any change in ownership of any of its interests in the Land 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 a plan of the area of the Land so transferred

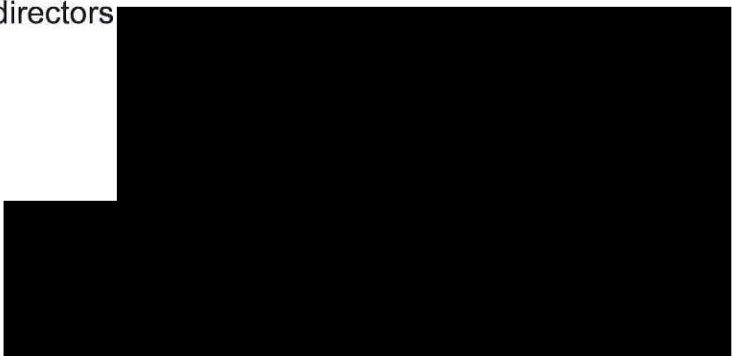
EXECUTED and DELIVERED as a Deed on the date of this document

Executed as a deed by Chase (Cuffley) Limited

Acting by two directors

Director

Director

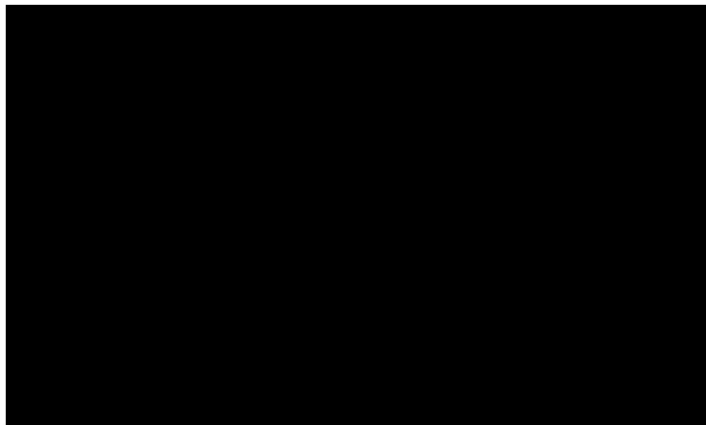


EXECUTED as a Deed by Chase Capital Land Acquisitions Limited

Acting by two Directors

Director

Director



The Customer's Building
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Site
1 : 500

<ul style="list-style-type: none"> ⊕ 100mm sites shown ⊖ house types revised ⊙ levels revised ⊔ levels revised 	27/02/2018 13/03/2018 28/03/2018 16/04/2018
REV AMENDMENTS	DATE
Drawn by Author	Date Issue Date
Scale (G.A.S) 1 : 500	Project number CNH 004
TITLE Site layout	
PROJECT 104 Cuffley Hill, Goffs Oak	
LIFE NUMBER 18 0048-1 H	