

DATED this 20th day of January 2021

GIVEN BY: Thomas Dunbar

TO

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS
UNILATERAL UNDERTAKING

Made under section 106 of the Town and Country

Planning Act 1990 and section 16 of the Greater London Council (General Powers) Act
1974: relating to 19 Driffield Road, London, E3 5NE

in the London Borough of Tower Hamlets

Please return this document to:

Tower Hamlets Legal Services

London Borough of Tower Hamlets Town Hall

Mulberry Place

5 Clove Crescent

London E14 28G

DX 42656 Isle of Dogs

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THIS UNILATERAL UNDERTAKING is given this 12th day of January 2021

BY

(1) THOMAS DUNBAR and ALESSANDRA CONTI of 19 Driffield Road, London, E3 5NE
("Owner").

TO

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS of
Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (the "Council")

RECITALS:

- (A) The Council is the local planning authority for the area in which the Land is situated and is the appropriate statutory body to enforce the planning obligations in this Unilateral Undertaking for the purposes of section 106 of the 1990 Act and the undertakings contained in this Unilateral Undertaking for the purposes of section 16 of the 1974 Act.
- (B) The Owner is the registered proprietor of the Land.
- (C) Under delegated powers the Council resolved to grant Planning Permission for the Development subject to this Unilateral Undertaking securing the payment of the **Medway Conservation Area Contribution** which is in the interests of the proper planning of the Council's administrative area.
- (D) The Council and the Owner agree that the obligations in this Deed are in the interests of the proper planning of the Borough. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

NOW THIS UNILATERAL UNDERTAKING WITNESSES as follows:

1. Interpretation

For the purposes of this Unilateral Undertaking the following words and expressions shall, unless the context otherwise requires, have the following meanings:-

1.1

"1990 Act" means the Town and Country Planning Act 1990 (as amended)

" 1974 Act" means the Greater London Council (General Powers) Act 1974 (as amended)

"Borough"	means the administrative area of the Council.
"Development".	means the erection of a mansard roof extension and rear extension as permitted by the Planning Permission.
"Medway Conservation Area Contribution"	means a contribution of £1,000.00 (One Thousand Pounds) being a contribution towards improvement works and measures to enhance the character and appearance of the Medway Conservation Area in the Borough;
"Commencement Date"	means the date on which the Planning Permission is implemented in respect the Land by the carrying out on the Land a material operation as defined by Section 56(2) and (4) {a}(d) of the 1990 Act in connection with the Development "Commencement", "Commence" or "Commenced" shall be construed accordingly.
"Interest"	means four percent per annum greater than the Bank of England base rate in force from the date that the financial contribution became due until the date of payment
"Land"	means the land situated at 19 Driffield Road, London, E3 5NE against which the obligations in this Unilateral Undertaking may be enforced. The freehold title of which is registered at the Land Registry under title number LN240144 and is shown for the purposes of identification edged red on the Site Plan.
"Planning Permission"	means the planning permission for the Development granted by the Council under
"Site Plan"	means the plan annexed at Appendix 1 to this Unilateral Undertaking.
"Working Day"	means any day excluding Saturday, Sunday or any bank holidays in England and "Working Days" shall be construed accordingly.

1.2 In this Unilateral Undertaking:-

1.2.1 reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;

1.2.2 reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Unilateral Undertaking;

1.2.3 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;

1.2.4 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;

1.2.5 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;

1.2.6 covenants made and undertakings given in this Unilateral Undertaking if made by more than one person are made jointly and severally unless otherwise expressly stated;

1.2.7 reference to any party to this Unilateral Undertaking shall include the successors in title to that party;

1.2.8 the clause and paragraph headings do not form part of this Unilateral Undertaking and shall not be taken into account in its interpretation; and

1.2.9 if any clause in this Unilateral Undertaking is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Unilateral Undertaking.

2. Legal Basis

2.1 This Unilateral Undertaking is given by the Owner under:

- (a) section 106 of the 1990 Act; and
- (b) section 16 of the 1974 Act.

2.2 To the extent that the covenants, restrictions and undertakings contained in this Unilateral Undertaking fall within the terms of section 106 of the 1990 Act, they are planning obligations for the purpose of that section and are entered into with the intent that the same shall be enforceable by the Council not only against the Owner but also against the Owner's successors in title or any person claiming title through or under the Owner.

2.3 To the extent that any of the covenants, restrictions and undertakings contained in this Unilateral Undertaking are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into under section 16 of the 1974 Act with the intent that the same shall be enforceable by the Council not only against the Owner but also against the Owner's successors in title or any person claiming title through or under the Owner.

3. Declarations

3.1 It is hereby declared that:

- (a) if the Planning Permission is quashed or revoked or otherwise withdrawn or expires before it has been Implemented, this Unilateral Undertaking shall cease to have effect but without prejudice to the right of the Council to enforce any breach of the obligations in this Unilateral Undertaking occurring prior to such quashing, revocation or withdrawal;
- (b) no person shall be liable for any breach of the covenants or undertakings contained in this Unilateral Undertaking which occur after the relevant person has parted with its interest in the Land but without prejudice to the rights of the Council in respect of any breach which occurred prior to the parting of such interest;
- (c) this Unilateral Undertaking shall come into effect on the date written above;
- (d) this Unilateral Undertaking shall be registered on the Council's local land charges register as a charge on the Land; and
- (e) nothing in this Unilateral Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with any other planning permission granted by the Council or by the Secretary of State for Communities and Local Government on appeal or reference to him after the date of this Unilateral Undertaking.

4. The Owner's Covenants

The Owner shall:

4.1 pay to the Council on the date hereof the **Medway Conservation Area Contribution** using the form of "Notification of Payment of a Financial Contribution under s106 Agreement" at Appendix 2 to this Unilateral Undertaking.

5. Council's Legal Costs

5.1 The Owner shall pay on the date hereof the Council's reasonable and proper legal costs of £400.00 (Four Hundred and Six Pounds) incurred in the preparation and negotiation of this Unilateral Undertaking.

6. Third Parties

6.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Unilateral Undertaking and as such a person who is not named in this Unilateral Undertaking other than a successor in title (and in the case of the Council, a successor to its statutory functions) shall not have a right to enforce any of its terms.

7. Jurisdiction

7.1 This Unilateral Undertaking is governed by and interpreted in accordance with the law of England and Wales.

IN WITNESS of which this Unilateral Undertaking has been duly executed as a deed and delivered on the day and year written above.

EXECUTED AS A DEED BY **Thomas Dunbar and Alessandra Conti**

in the presence of:

Witness Signature:

Witness Name: Marty McColl

Address: 4 Selwn Road, London, E3 5EA

Occupation: Architect

Appendix 2

Form for Notifying the Council of Payment of a Financial Contribution under a Section 106 Legal Agreement

Planning Permission Reference - Not Known

Site Address - 19 Driffield Road, London, E3 5NE

Date legal agreement signed -

BACS/CHAPS - Please quote reference: S106 Legal Agreement PA/18/02804

Bank: National Westminster Bank
Branch: Bow

Account Name: LBTH - Main Account
Sort Code: 60-03-19
Account Number: 75666952

Please return this form to:
Planning Obligations Officer - London Borough of Tower Hamlets Mulberry Place, 5 Clove
Crescent, London E14 2BG