DATED 5th August 2010

MR and MRS S. H HARTLEY

and

BARCLAYS BANK PLC

[and]

to

THE COUNCIL OF THE BOROUGH OF HAVANT

PLANNING OBLIGATION BY UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to land at

616 Southleigh Road, Emsworth, Hampshire

THIS DEED OF UNDERTAKING is made the 5th day of August 2010

BY

(1) THE OWNER

(2) THE MORTGAGEE (if any)

1. In this Deed:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended

1.2 "Application" means the application for planning permission in respect of the Land given a reference number which is set out in paragraph Five of the Schedule which Application to carry out the Development has been made to the Council as appropriate local planning authority.

1.3 "the Council" means the Council of the Borough of Havant being the local planning authority by whom the within written Obligations are enforceable

1.4 "the County Council" means Hampshire County Council being the local planning authority by whom the within written Obligations are enforceable

1.5 "the Development" means the development described in paragraph Six of the Schedule

1.6 "the Hampshire County Council Transport Contribution" means the sum of money specified in Paragraph Eight of the Schedule being a contribution (being applied at such time and in such manner as the County Council shall in its absolute discretion determine) to the costs to be incurred by the Council or Hampshire County Council in the provision, improvement and maintenance of Havant Borough Council's sustainable transport list.

1.7 "Indexed" means such contribution to be index linked in accordance with the Smooth All-in Road Construction Tender Price Index (RCTPI) 1995 series published by the 'Department for Business, Enterprise & Regulatory Reform' or any replacement thereof from the beginning of the Financial Year in which the financial contribution is determined (either by agreement with the applicant or as determined at development management committee which ever is the sooner)

1.8 "the Land" means the land described at paragraph One of the Schedule and any buildings structures or erections at any time thereon

1.9 "the Mortgage" means the mortgage or charge (if any) described at paragraph Four of the Schedule and all of them if more than one

1.10 "the Mortgagee' means the mortgagee or chargee (if any) and in the case of more than one all of them described at paragraph Three of the Schedule

1.11 "Obligations" and "OBLIGATIONS" means those planning obligations (being restrictions requirements covenants agreements obligations or any of the foregoing) enforceable at law and in particular (but without prejudice to the availability to any enforcing authority of any power which may be available to

it for the purposes of the enforcement of this Deed) under the authority of the statutory provision referred to in clause 4 of this Deed and which are set out in paragraph Nine of the Schedule

1.12 "the Owner" means the owner and in the case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this Deed acting and being obliged by this Deed jointly and severally who is (or are) described at paragraph Two of the Schedule being a person or persons identified in accordance with Section 106(9)(c) of the Act

1.13 "the Permission" means the grant of planning permission made in response to the Application including where appropriate any grant of approval in respect of matters reserved by the said grant of planning permission or any subsequent grant of planning permission for the Development or for such other development on the Land as is not materially different from the Development (the determination of materiality being solely at the discretion of the Council)

1.14 "the Plan" means the plan attached to this Deed

1.15 "the Schedule" means the Schedule to this Deed being an integral part of this Deed

1.16 "the Solicitor" means the solicitor giving the certificate at paragraph Seven of the Schedule

2.1 With the intention and so as permanently to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come and so that the Obligations hereby created shall be enforceable both against the Owner and the Mortgagee (if any) and their respective successors the Owner and the Mortgagee (should it or they take possession of any part of the Land or exercise powers of sale under its security) HEREBY SEVERALLY COVENANT AND UNDERTAKE AS A PLANNING OBLIGATION TO COMPLY FULLY WITH THE OBLIGATIONS

2.2 This instrument or document hereby expresses itself as executed as a Deed

3. The Owner (and each of them acting in concert in the case of more than one joint owner) has produced at Paragraph Seven of the Schedule a certificate of the Solicitor with the intention that the Council may and shall rely upon the truth of the matters therein certified namely that;

3.1 the Owner is immediately entitled to possession and occupation of a freehold estate in the Land subject only to the Mortgage (if any) no other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity

3.2 in the case that the Land is subject to any mortgage the Mortgage (or

in the case of more than one each of them) is described at Paragraph Four of the Schedule and no other mortgage or charge has been concluded which affects the Land other than the Mortgage and in the event that none is so described that there is no such mortgage or charge affecting the Land

4. This Deed of Undertaking is made pursuant to Section 106 of the Act with the intent that it shall bind the Owner and Mortgagee (if any) and be enforceable against them and the persons deriving title under them and shall be a planning obligation for the purposes of the Act

5. This Deed shall have effect indefinitely from the time the Permission is granted

6. In the event of any difference between the description of the Development in this Deed and the terms of the grant of permission issued by the Council in response to the Application the text of the grant of planning permission only shall be deemed to express the permission granted by the Council in response to the Application

7. The obtaining consequent upon the provisions of this Deed of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of Obligations or determinations of materiality for the purposes of clause 1.11 shall be ineffective and not relied upon by any person unless in writing by the Council's Head of Development and Technical Services for the time being or such other officer who may be identified in writing by the Council for this purpose

8. In the event that any provision of this Deed is held to be invalid or unenforceable the remaining provisions of this Deed shall remain in full force and effect

THE SCHEDULE

1. (See clause 1.8) the Land

The land known as 616 Southleigh Road, Emsworth, in Hampshire shown edged with a heavy black line on the Plan.

2. (See clause 1.12) the Owner(s):
[Please insert full name(s) and address(es) of every owner of the Land]

STEPHEN HAROLD HARTLEY and ANNE LOUISE HARTLEY both of 616 Southleigh Road Emsworth Hants PO10 7TA

3. (See clause 1.10) the Mortgagee(s) (if any):
[Please insert full name(s) and address(es) of every mortgagee or chargee of the Land or, if there is none, state "None"]

BARCLAYS BANK PLC of P.O. Box 187 Leeds LS11 1AN

4. (See clause 1.9) the Mortgage(s) (if any):
[Please insert the date of, and parties to, every mortgage or charge affecting the Land, or, if there is none, state "None"]

5th June 2008 The Owners (1) The Mortgagee (2)

5. (See clause 1.2) the Council's planning application reference number:

APP/10/00096

6. (See clause 1.5) the Development

Erection of 1No. 3 bed bungalow with detached garage utilising access from Southleigh Road.

7. (See clauses 1.16 and 3) Solicitors' Certificate

Certificate of Title

As Solicitor for the Owner we hereby certify that on the date of this Deed what is set out in clauses 3.1 and 3.2 and paragraphs 2, 3 and 4 of the Schedule to this Deed is true

Signed: [redacted].....

Name: .....HUGHES WLAW.....

Address: ....Solicitors
10 South Street
.....Havant, Hampshire.....
PO9 1DA
.....

8. (See clauses 1.6 and 1.7) the Hampshire County Council Transport Contribution

£3745(Indexed)

9. (See clause 1.11) the Obligations

9.1 Not to commence or introduce or cause permit or suffer to be commenced or introduced upon or at the Land any Material Operation (as defined in Paragraph 9.2 of this Schedule) permitted by the Permission at any time before the Owner shall have paid to the County Council or caused to be paid to the County Council the Hampshire County Council Transport Contribution (Indexed)

9.2 The Owner covenants to notify the Council in writing at least 14 days before commencing a Material Operation on the Land.

9.3 In Paragraphs 9.1 and 9.2 of this Schedule "Material Operation" means:

9.3.1 any work of construction in the course of the erection of a building;

9.3.2 any work of demolition of a building;

9.3.3 the digging of a trench which is to contain the foundations or part of the foundations of a building;

9.3.4 the laying of any underground main or pipe to the foundations or part of the foundations of a building or to any such trench as is mentioned in paragraph 9.3.3;

9.3.5 any operation in the course of laying out or constructing a road or part of a road;

9.3.6 any change in the use of the Land which constitutes material development as defined in the Act

IN WITNESS whereof the parties hereto have executed and delivered this instrument or document as a Deed the day and year first before written.

Executed as a DEED by)
Affixing the COMMON SEAL of)
)
)
in the presence of:)

Signed for and on behalf of BARCLAYS BANK PLC by
Sharon Gail Hayes [redacted]
its duly constituted Attorney under a Power of Attorney
dated 10 MARCH 2010 in the presence of:
Witness
Gillian Cummins [redacted]

Director

Director/Secretary

Signed as a DEED by)
)
)

acting by
a director and its secretary /
two Directors

Director

Director/Secretary

Signed as a DEED by me)
the said STEPHEN HAROLD)
HARTLEY)
in the presence of:)

[redacted]

Signed as a DEED by me)
the said ANNE LOUISE)
HARTLEY)
in the presence of:-)





Civic Offices, Civic Centre Road, Havant, Hampshire PO9 2AX t: 023 9247 4174

Havant BOROUGH COUNCIL

Title:

616 Southleigh Road
Emsworth
Hants
PO10 7TA
Drawing No:
PC44/0365

Drawn By:

Scale: 1:1000

Drawing No:

Cleaner, Safer, More Prosperous

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Land Registry

Official copy of register of title

Title number HP5204 Edition date 13.06.2008

- This official copy shows the entries in the register of title on 9 June 2010 at 14:09:02.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 9 June 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1 - A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Portsmouth Office.

A: Property register

This register describes the land and estate comprised in the title.

HAMPSHIRE : HAVANT

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 616 Southleigh Road, Emsworth (PO10 7TA).

2 A Conveyance dated 9 August 1950 of the land tinted blue on the filed plan and made between (1) Matilda Elizabeth Pearson (Vendor) and (2) Fraser Gordon Millward (Purchaser) contains the following provision and the registration of such land takes effect thereto:-

THE Purchaser shall not by reason of this Conveyance be entitled to:-

(a) Any right of way on access from the highway to the said property hereby conveyed over the adjoining land retained by the Vendor

(b) Any right to light or air over the adjoining land retained by the Vendor which would preclude or interefere with the development of such land for building purposes.

3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (17.03.1989) PROPRIETOR: STEPHEN HAROLD HARTLEY and ANNE LOUISE HARTLEY of 616 Southleigh Road, Emsworth, Hants PO10 7TA.

2 (09.11.2006) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

3 (13.06.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 5 June 2008 in favour of Barclays Bank PLC referred to in the Charges Register.

C: Charges register

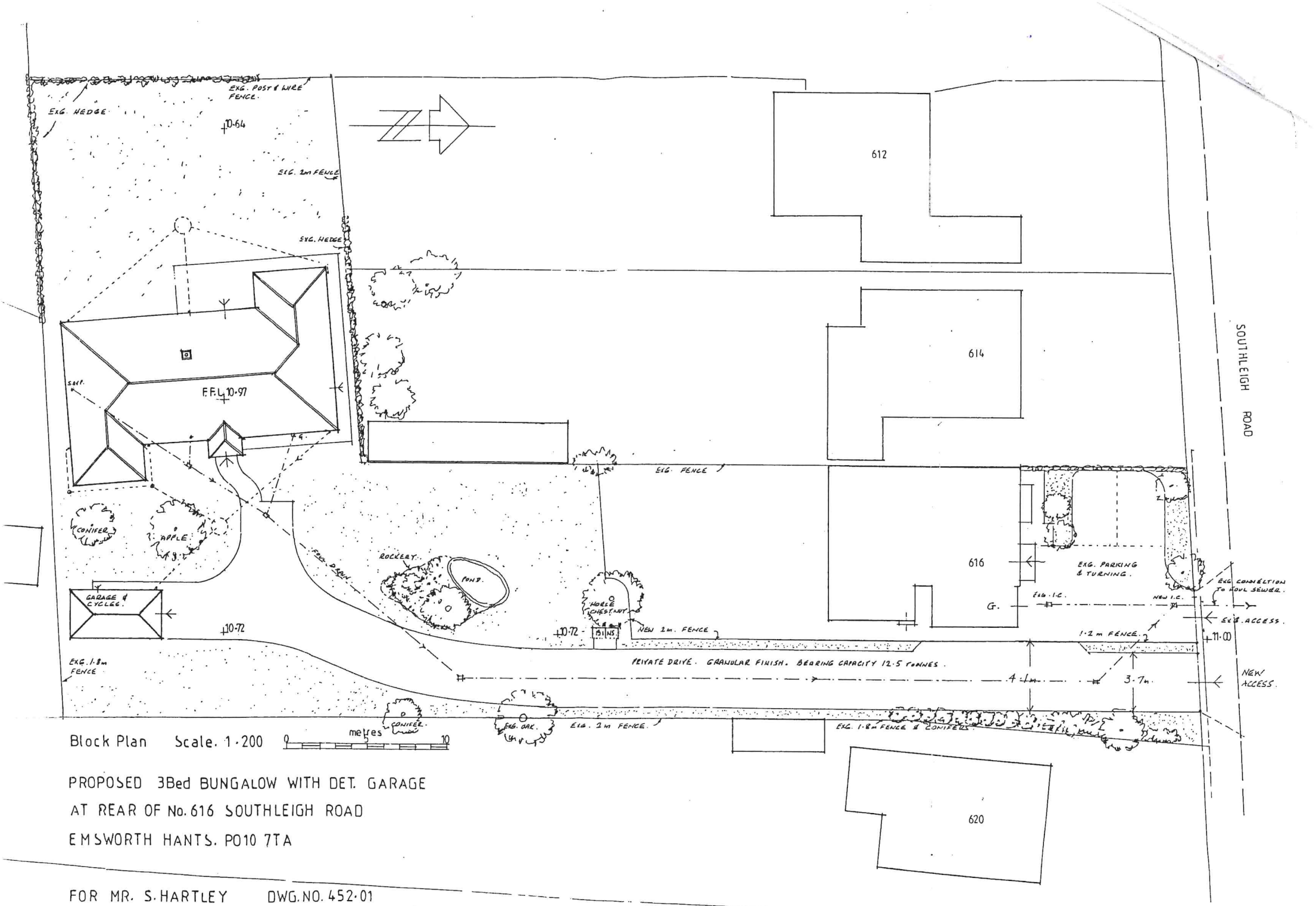
This register contains any charges and other matters that affect the land.

1 (13.06.2008) REGISTERED CHARGE dated 5 June 2008.

2 (13.06.2008) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN.

3 (13.06.2008) The proprietor of the Charge dated 5 June 2008 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



Block Plan Scale. 1·200 metres 0 10

PROPOSED 3Bed BUNGALOW WITH DET. GARAGE

AT REAR OF No. 616 SOUTHLEIGH ROAD

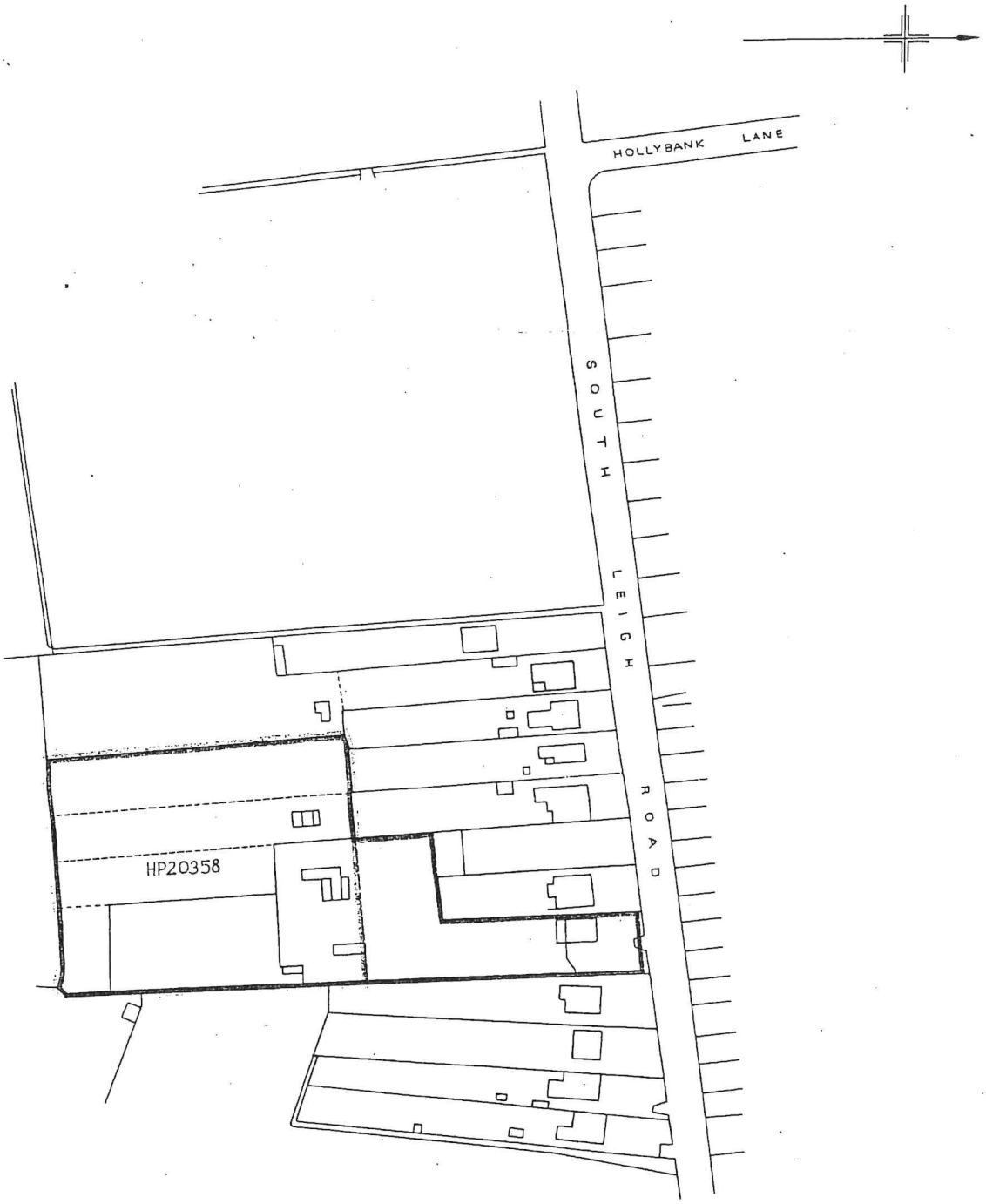
EMSWORTH HANTS. PO10 7TA

FOR MR. S. HARTLEY DWG. NO. 452·01

APR 2010

H. M. LAND REGISTRY

Scale 1/1250 Enlarged from 1/2500



Parish HAVANT

O.S. Sheet NAT GRID SU 7407 (HAMPSHIRE)

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H.M. LAND REGISTRY
3/60
PLANS BRANCH

Filed Plan of Title No. HP 5204

This official copy is issued, and shows the state of this title plan, on 9 June 2010 at 14:09:02.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
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. See Land Registry Public Guide 19 - Title Plans and Boundaries.
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