

DATED 12th November

2012

DAVID WILLIAM NESS
TINA MARIA NESS.
and

[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

1 The Thicket, Widley, Waterlooville, PO7 5JL

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 from the date 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 1.13 shall be ineffective and not relied upon by any person unless in writing by the Council's Executive Head of Planning and Built Environment 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 1 The Thicket, Widley, Waterlooville, PO7 5JL 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]

DAVID WILLIAM NESS

TINA DACIA NESS

13 HILLTOP CRESCENT

COSHAM

PORTSMOUTH

HANTS

PO6 1BB

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"]

NONE

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"]

NONE

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

APP/12/00969

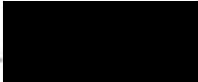
6. (See clause 1.5) the Development

**Demolition of existing 2 bed detached bungalow and garage.
Construction of 1No. pair of 3 bed semi-detached chalet bungalows with
integral garages and associated parking and landscaping. (Revised
Application).**

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:  VERISONA
Name: Solicitors & Advocates
Address: WELLESLEY HOUSE
..... 202 LONDON ROAD
..... WATERLOOVILLE
..... HAMPSHIRE PO7 7AN

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

£3,745 (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 9.3 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 and the County 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:)

Director

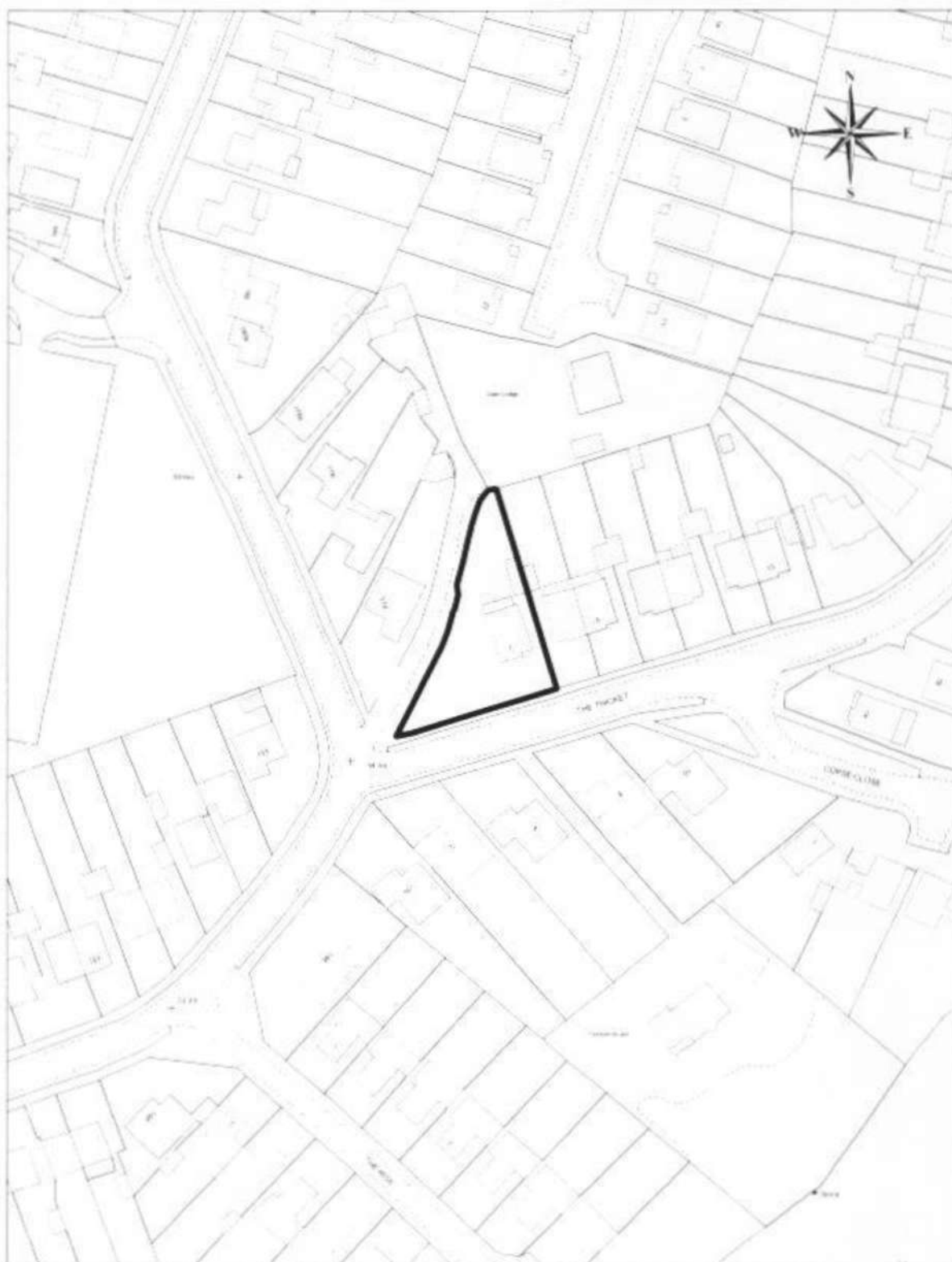
Director/Secretary

Signed as a DEED by)
acting by)
a director and its secretary /)
two Directors

Director

Director/Secretary

Signed as a DEED by ^{US} me)
the said DAVID WILLIAM NESS)
TINA MARIA NESS)
in the presence of:)



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Havant
BOROUGH COUNCIL

Title

Town and Country Planning Act 1990
S106 Agreement
1 The Thicket, Widley,
Waterlooville, PO7 5JL
APP/12/00969

Drawn By

GE

Scale

1:1250

Drawing No

PC44/515

Cleaner, Safer, More Prosperous