DATED 26 May 2011

David Anthony James Thomas

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 Braishfield Road, Havant, Hampshire PO9 2HS

I certify that this is a true copy of the

dated [redacted]

.....

Solicitor to the Council

THIS DEED OF UNDERTAKING is made the 26 day of May 2011

BY

(1) THE OWNER

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 Three 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 Four of the Schedule

1.6 "the Hampshire County Council Transport Contribution" means the sum of money specified in Paragraph Six 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 Hampshire County Council and Havant Borough Council's local transport improvement list.

1.7 "Indexed" means in respect of the Hampshire County Council Transport Contribution such sum to be index linked in accordance with the "All Items" Index of Retail Prices (RPI) published by the Office of National Statistics or any replacement thereof from the date hereof until the date of payment

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 "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 Seven of the Schedule

1.10 "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

1.11 "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)

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

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

1.14 "the Solicitor" means the solicitor giving the certificate at paragraph Five 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 their successors the Owner (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 Five 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

4. This Deed of Undertaking is made pursuant to Section 106 of the Act with the intent that it shall bind the Owner 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 of this Undertaking.

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 1.9 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 1 Braishfield Road, Havant in Hampshire shown edged with a heavy black line on the Plan.

2. (See clause 1.10) the Owner(s):
   [Please insert full name(s) and address(es) of every owner of the Land]
   David Anthony James Thomas
   1 Braishfield Road
   Havant
   Hampshire
   PO9 2HS

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

   APP/11/00288

4. (See clause 1.5) the Development

   New 2 bed end of terrace dwelling.

5. (See clauses 1.14 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 paragraph 2 of the Schedule to this Deed is true

Signed: [redacted]

Name: Wendy Joyce Hewstone

Address: Access Law LLP

14-24 Cannon Street

Shirley Southampton SO15 5PQ

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

£3745 (Indexed)

7. (See clause 1.9) the Obligations

7.1 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.

7.2 The Owner covenants to pay the Hampshire County Council Transport Contribution to the Council on or before the date of this Undertaking.

7.3 The Council shall pay the Hampshire County Council Transport Contribution within 28 days of receipt to the County Council.

7.4 The Owner hereby acknowledges that the Hampshire County Council Transport Contribution is lawfully due to the Council.

7.5 In Paragraphs 7.1 of this Schedule "Material Operation" means:

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

7.5.2 any work of demolition of a building;

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

7.5.4 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 7.5.3;

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

7.5.6 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

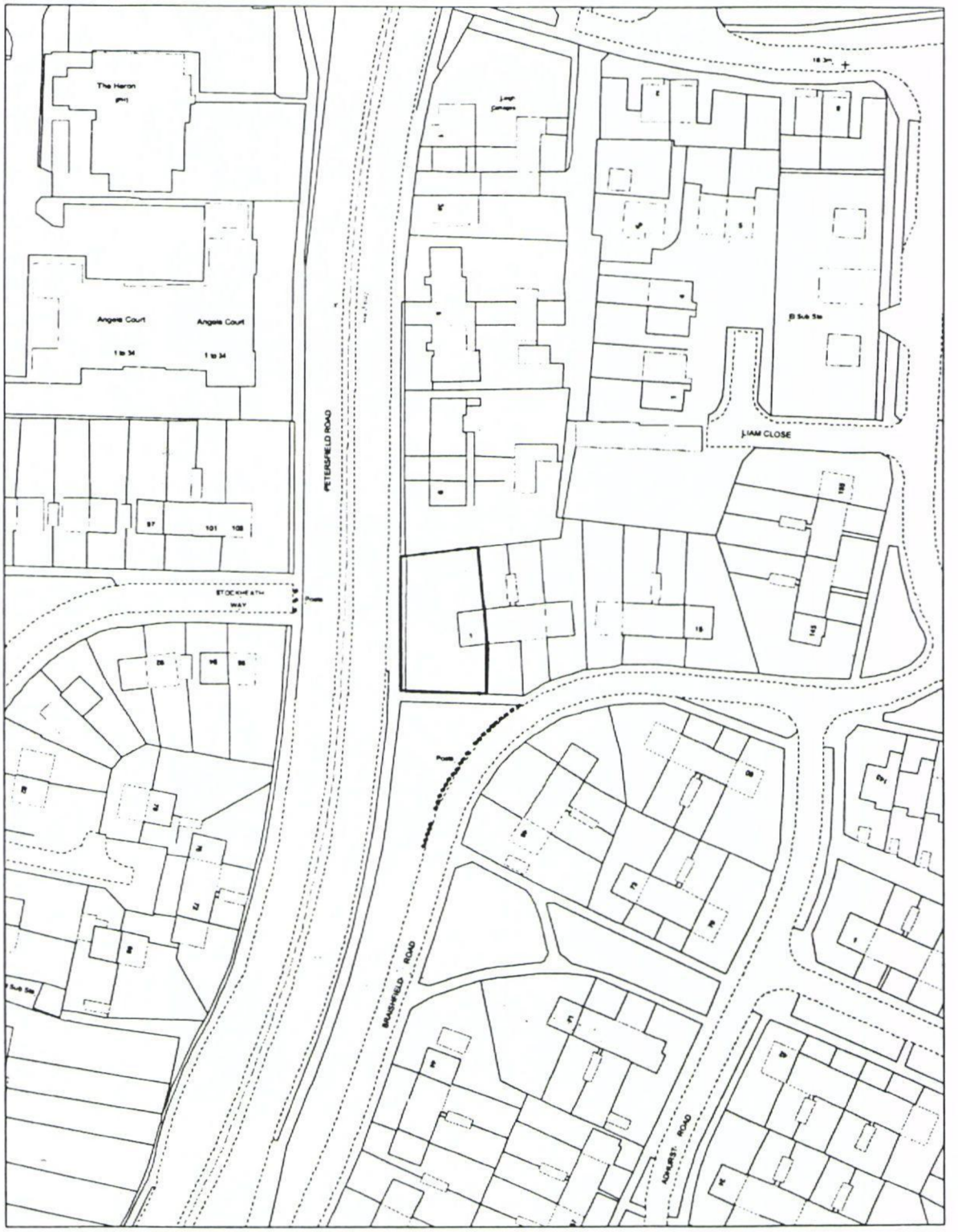
Director/Secretary

Signed as a DEED by me [redacted])
the said) DAVID ANTHONY JAMES THOMAS
)

in the presence of:)

[redacted]

WENDY JOYCE HEWSTONE
ACCESS LAW LLP
11-14 CANNON STREET
SHIRLEY SOUTHAMPTON
SO15 5PQ



	Title	Drawn By:
Civic Offices, Civic Centre Road, Havant, Hampshire PO9 2AX t: 023 9247 4174	1 Braishfield Road, Havant PO9 2HS	Scale: Scale: 1:1250
Havant BOROUGH COUNCIL		Drawing No: PC44/0425
		Cleaner, Safer, More Prosperous

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