

DATED 13th November 2003

Richard Mark Wardle, North Farm Cottage, Northney Lane, Hayling Island,
Hampshire PO11 0SE

To

Havant Borough Council, Civic Offices, Havant, Hampshire, PO9 2AX

**PLANNING
OBLIGATION
BY
UNDERTAKING**

Relating to:
North Farm
Cottage,
Hayling Island,
Hampshire,
PO11 0SE

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THIS UNDERTAKING IS GIVEN THE *thirteenth* DAY OF *November* 2003

PARTIES:

By: Richard Mark Wardle, North Farm Cottage, Northney Lane, Hayling Island, Hampshire PO11 0SE (the **Owner**)

To: The Council of the Borough of Havant of Civic Offices, Civic Centre Road, Havant, Hampshire, PO9 2AX (the **Council**)

1 DEFINITIONS AND INTERPRETATION

In this document the definitions and rules of interpretation in this clause apply:

1.1 **Act:** the Town and Country Planning Act 1990

1.2 **Commencement of the Development:** the date on which the Development is commenced by the carrying out of a material operation as defined in Section 56 of the Act but disregarding any operations in connection with demolition site clearance diversion or laying of services the erection of fencing and hoardings archaeological investigation and investigation for the purposes of assessing contamination remedial action in respect of any contamination

1.3 **Development:** the development briefly described in Schedule 1 and in more detail in the Planning Application and in the particulars forming part of the Planning Application

1.4.1 **Land:** the land at North Farm Cottage, Northney Lane, Hayling Island, Hampshire PO11 0SE shown edged with a heavy black line on the plan.

1.4.2. **North Farm Cottage:** the dwellinghouse shown for identification purposes hatched black on the plan.

1.5 **Plan:** the plan attached to this Deed.

1.6 **Planning Application:** the planning application made on 10th June 2003 by RM Wardle for the Development (and given reference 03/67620/001)

THE OLD DAIRY
HAM FARM
MAIN ROAD
BOOTHAM
W. SUSSEX
PO18 8EH

TEL: FAX: +44 (0) 1243 576640

Client

P. M. WARDLE

PROPOSED ADDITIONS TO FORM
GARAGE, WORKSHOP, STUDY AND
STORE TOGETHER WITH STAND
ALONE STORE

NORTH FARM COTTAGE
NOTHNEY LAVE
HAYLING ISLAND
HAMPSHIRE

Drawing Title

PART SITE PLAN
STORE DETAILS
SITE PLAN

Scale 1:100 1:500

Date 05.03 Drawn by

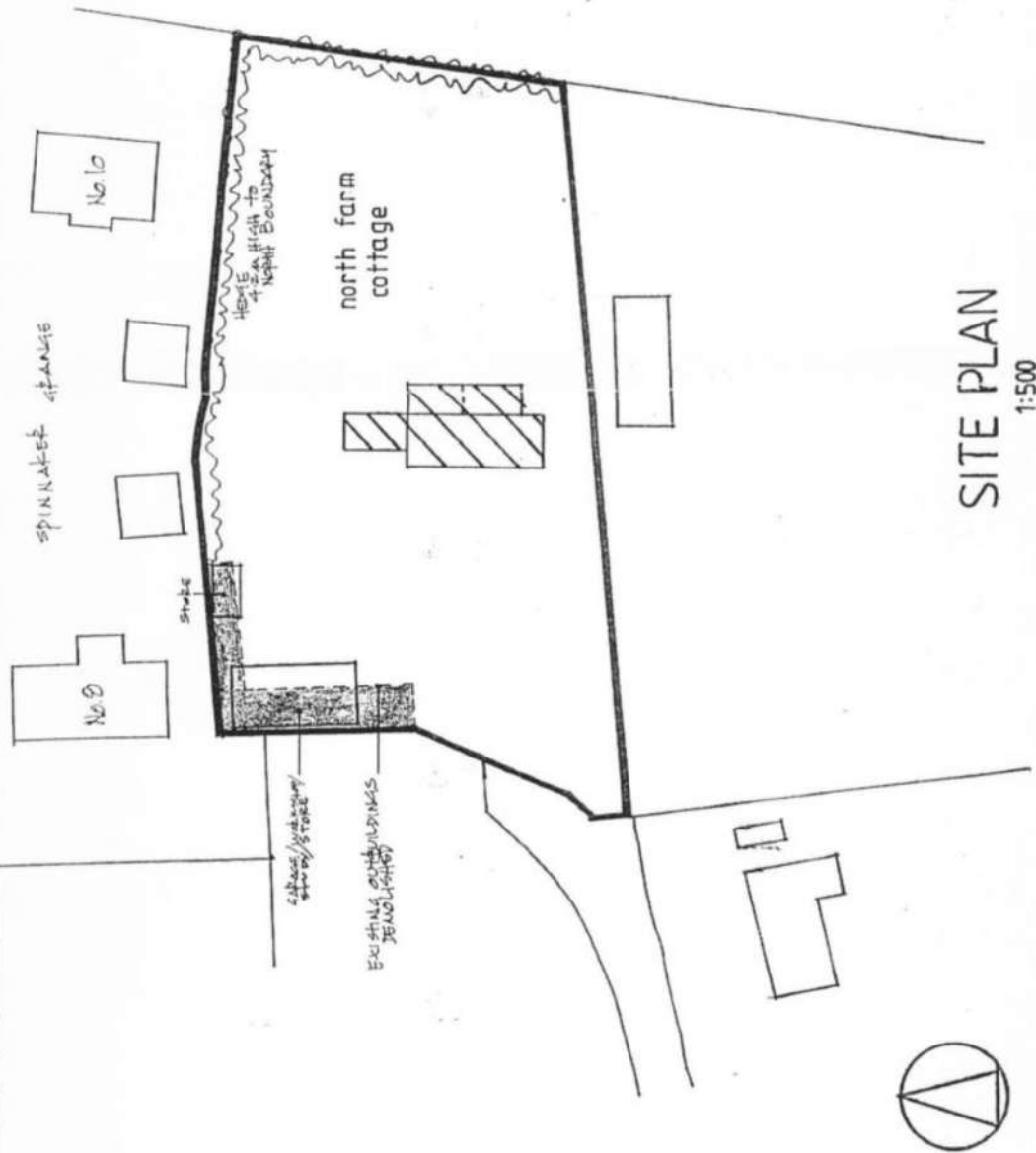
Orig. No.

NFE2-1

Rev.

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584 x 841mm A1



- 1.7 **Planning Obligations:** the obligations being covenants agreements or restrictions specified in Schedule 2
- 1.8 **Planning Permission:** the planning permission granted pursuant to the Planning Application including where appropriate any grant of approval in respect of any 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 materially being solely at the discretion of the council through its Head of Development Control or other officer appointed for the purpose).
- 1.9 In relation to the above definitions any derivative expression shall be construed accordingly
- 1.10 Unless otherwise specified a reference to a particular enactment is a reference to the enactment as it is in force at the relevant date taking account of any amendment extension application or re-enactment and includes anything deriving effect from that enactment
- 1.11 A reference to statutes or laws in general includes all local and national laws and any supra-national legislation that is directly applicable in the United Kingdom in force for the time being taking account of any amendment extension application or re-enactment and includes any subordinate laws for the time being in force made under them
- 1.12 Unless the context otherwise requires where the words **include(s)** or **including** are used in this document they are deemed to have the words 'without limitation' following them
- 1.13 A **person** includes a corporate or unincorporated body and words denoting natural persons include corporations and unincorporated bodies
- 1.14 Words importing one gender include all genders and words importing the singular include the plural and visa versa
- 1.15 References to **writing** or **written** do not include *faxes* or *e-mail*
- 1.16 Except where a contrary intention appears a reference to a clause or schedule is a reference to a clause of or schedule to this document and a reference in a schedule to a paragraph is to a paragraph of that schedule

- 1.17 Headings and the table of contents are for reference purposes only and are not to be taken into account in the interpretation of this document
- 1.18 Whenever a party to this document consists of more than one person any obligation of or to that party is of or to those persons separately or together or in any combination
- 1.19 References in this Deed relating to the Owner shall include the successors in title to the Land

2 BACKGROUND

- 2.1 The Council is the local planning authority for the purposes of this Undertaking for the area in which the Land is situated
- 2.2 The Owner is the freehold owner of the Land and is entitled to possession and occupation thereof and no other person has an interest therein at law or (to the best of the Owner's knowledge and belief) in equity.
- 2.3 The Owner has by the Application applied for planning permission to carry out the Development
- 2.4 Havant Borough Council has decided to grant the Planning Permission for the Development subject to the completion and delivery of this Undertaking.
- 2.5 The Owner has produced at Schedule 3 the Certificate of the Solicitor with the intention that the Council may and shall rely upon the truth of the matters therein certified.

3 DECLARATION

- 3.1 This Deed is entered into pursuant to Section 106 of the Act
- 3.2 The Planning Obligations contained in this Undertaking are planning obligations for the purposes of Section 106 of the Act and may be enforced by the Council
- 3.3 The Planning Obligations shall not come into effect until the Commencement of the Development
- 3.4 In the event that the Planning Permission shall expire before the Commencement of the Development or is revoked or quashed this Undertaking shall cease to have effect

3.5 No person shall be liable for breach of the Planning Obligations after that person shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

3.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Deed.

4 COVENANTS

4.1 The Owner covenants with the Council for himself and his successors in title pursuant to Section 106 of the Act to observe and perform the Planning Obligations

5 COSTS

The Owner shall pay to the Council on completion hereof the Council's reasonable legal costs in connection with the settling of the text of this Deed and in effecting its registration according to law.

6 INVALIDITY

If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality or enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired

7 NOTICE

Any notice or other communication under this Agreement shall be in writing and be deemed to be validly served if delivered personally or sent by pre-paid first class or recorded delivery post to the party to be served at the address of that party specified in this Agreement or such other address as may from time to time be notified to the other party for this purpose

EXECUTED as a Deed but not delivered until the date which appears at the head of this document

Signed and Delivered)
As a Deed by the)
Said Richard Mark)
Wardle in the)
Presence of:)



Schedule 1

Description of Development

Demolition of existing outbuildings to north west of dwelling and erection of a two storey detached structure comprising a double garage and workshop at ground level and a store and study at first floor level and the erection of a single storey detached structure to form a store.

Schedule 2

The Planning Obligations

Not at any time to use (or cause or suffer or permit the use of) any building constructed or to be constructed pursuant to and in reliance upon the planning permission other than as a garage workshop study or store ancillary or incidental to the use of North Farm Cottage as a single dwellinghouse unless any variation is first agreed in writing by the Council.

Schedule 3

Solicitor's Certificate of Title

I Andrew Alexander Crawford a partner of Thomas Eggar Solicitors of The Corn Exchange
Baffins Lane Chichester West Sussex PO19 1GE

Hereby certify as Solicitor for the owner on the date of this Deed the matters set out on Clause
2.2 hereof are true

Sig

A large black rectangular box redacting the signature of the solicitor.