

DATED

25th March

2013

SHANE DAVID GOODALL and SHARRON JANE TYLER.

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

**17 Sparsholt Close, Havant, PO9 4AP**

Payment Prior to Commencement

**THIS DEED OF UNDERTAKING** is made the       day of

2013

**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 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 and such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at 1 April 2011

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 Monitoring/Legal Costs Fees" means the sums of money specified in Paragraph Eight of the Schedule being Fees (being applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function inter alia is to draft monitor coordinate and enforce section 106 Obligations.

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

- 1.11 "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
- 1.12 "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
- 1.13 "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
- 1.14 "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)
- 1.15 "the Plan" means the plan attached to this Deed
- 1.16 "the Schedule" means the Schedule to this Deed being an integral part of this Deed
- 1.17 "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 1.14 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 17 Sparsholt Close, Havant, PO9 4AP in Hampshire shown edged with a heavy black line on the Plan.**

2. (See clause 1.13) the Owner(s):

*[Please insert full name(s) and address(es) of every owner of the Land]*

Sharon Jayne Tyler  
Shane David Goodall

17. Sparsholt Close.  
Leigh Park.  
Havant  
Hampshire PO94AP

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"]*

Woolwich from Barclays  
P.O. Box 8575  
Leicester  
LE18 9AW

4. (See clause 1.10) 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"]*

Registered charge dated 19 August 2005.

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

APP/13/00082

6. (See clause 1.5) the Development

Construction of a two storey side extension and conversion to 1No. 1 bed and 1No. 2 bed terraced houses, with associated landscaping and parking utilising existing access from Sparsholt Close. (Revised application).

7. (See clauses 1.17 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

Signed

Name: 

Address: *Chorley*

*12 Moun St.*

*FARHAM HAMPSHIRE*

8. Contributions

| Cost Code | Contribution                                                                 | Amount          |
|-----------|------------------------------------------------------------------------------|-----------------|
| B100 7209 | the Hampshire County Council Transport Contribution (See clause 1.6 and 1.7) | £1980 (Indexed) |
| 2875 4411 | Monitoring Fee (See clause 1.9)                                              | £59.40          |
| 4220 4355 | Legal Costs Fee (See clause 1.9)                                             | £230            |
| Total     |                                                                              | £2269.40        |

9. (See clause 1.12) 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 9.4 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 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 9.5 of this Schedule) permitted by the Permission at any time before the Owner shall have paid to the Council or caused to be paid to the Council the Monitoring Fee
- 9.3 The Owner covenants to pay the Legal Costs Fee to the Council on or before the date of this Undertaking.
- 9.4 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.
- 9.5 In Paragraphs 9.1 9.2 and 9.3 of this Schedule "Material Operation" means:
- 9.5.1 any work of construction in the course of the erection of a building;
  - 9.5.2 any work of demolition of a building;
  - 9.5.3 the digging of a trench which is to contain the foundations or part of the foundations of a building;
  - 9.5.4 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 9.5.3;
  - 9.5.5 any operation in the course of laying out or constructing a road or part of a road;
  - 9.5.6 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/Secretary

Signed as a DEED by me  
the said SHANE DAVID  
GOODALL  
in the presence of:

Signed as a DEED by  
the said SHARON  
JAYNE TYLER in the  
presence of :-

Solicitor, Churches  
12 High St.  
Fareham  
Hampshire

Signed for and on behalf of BARCLAYS BANK PLC by  
**Carmel Anderson**



5 OCT 2012

Yvonne Mckue



Public Service Plaza  
 Civic Centre Road  
 Havant  
 Hampshire PO9 2AX

tel 023 9247 4174 fax 023 9248 0263  
 www.havant.gov.uk



**Havant**  
 BOROUGH COUNCIL

Title:

Town and Country Planning Act,  
 S106 Agreement,  
 17 Sparsholt Close,  
 Havant,  
 PO9 4AP

Drawn By:

Scale:  
 1:1000

Drawing No:  
 PC44/0524

**Cleaner, Safer, More Prosperous**



By this POWER OF ATTORNEY made by deed on 5<sup>th</sup> October 2012, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

Petrina Madeleine Miller, Team Leader  
Rosemary Bradley, Senior Customer Agent  
Gillian Cummins, Senior Customer Agent  
Karen Julie Cundy, Team Leader  
Christine Andrea Drysdale, Team Leader  
Emma Jayne Goddard, Customer Agent  
Sharon Gail Hayes, Senior Customer Agent  
John Kenneth Henderson, Senior Customer Agent  
Victoria Rachel Martin, Senior Customer Agent  
Tracey Marie Battison, Senior Collections Agent  
Sharon Elizabeth Peverell, Customer Agent  
Jane Sutcliffe, Customer Agent  
Michelle Jacqueline Swales, Customer Agent  
Claire Louise Simpson, Customer Agent  
Karen Wilson, Team Leader  
Sandra Rose Helena Swanston, Team Leader  
Hayley Bedford, Customer Agent  
Debra Withington, Customer Agent  
Laura Anne Marson, Customer Agent  
Amit Rasool, Customer Agent  
Lisa Joanne Harris, Customer Agent  
Moir Frances Day, Customer Agent  
Carmel Anderson, Senior Customer Agent  
Yvonne Mckue, Senior Customer Agent  
Debra Smyth, Customer Agent  
Patricia Dawson, Customer Agent  
Matthew Prince, Team Leader  
Barbara Ann Wilkinson, Collections Agent  
Kelly Lee Tose, Team Leader  
Samantha Lesley Rowley, Team Leader  
Vanessa Elizabeth Avison, Team Leader  
Raymond Jonathon Drake, Team Leader  
Zoe Patricia Laffey, Customer Agent  
Katheryn Stalmarch, Customer Agent  
Holly Jade Rowe, Customer Agent  
Nosheen Ali, Customer Agent  
Samantha Hall, Customer Agent  
Abigail Elizabeth Ashton, Customer Agent

Each of Barclays Bank PLC, PO Box HK444, Leeds, LS11 8DD as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and re-assignments of

real or personal property, mortgaged, charged or assigned by way of security to the Company.

Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

This Power of Attorney replaces the Power of Attorney that was executed on 28 February 2012.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of  
Barclays Bank PLC  
was affixed in the Execution of this Deed  
in the presence of:



[Redacted Signature]  
.....  
Assistant Secretary  
Authorised Sealing Officer  
BARCLAYS BANK PLC

I certify this to be a true and

[Redacted Signature]

Witnessed by

Date

11/3/13