DATED THE 30th DAY of December 2010

UNILATERAL UNDERTAKING

Under Section 106 of the Town & Country Planning Act 1990

- by -

Mr and Mrs A Slater, of 83 Bosmere Gardens, Emsworth PO10 7NR (hereinafter called the owners).

- to -

Havant Borough Council

Relating to

Land at 110 Bosmere Gardens Emsworth PO10 7NR

THIS DEED and UNDERTAKING is made the 30th day of December 2010 by **ADRIAN SLATER and SARAH SLATER** of 83 Bosmere Gardens, Emsworth, PO10 7NR ("the Owners") and is given to HAVANT BOROUGH COUNCIL of Civic Offices, Havant, Hampshire, PO9 2AX ("the Council")

WHEREAS

1) The Owners are the registered proprietors of an absolute Registered Title under title number REF of the land and property shown for the purposes of identification only on the plan annexed hereto and edged red and known as Land at 110 Bosmere Gardens, Emsworth, Hampshire, PO10 7NR ("the Land").

2) The Council is the Local Planning Authority for the purpose of the Town and Country Planning Act 1990 ("the Act") for the area within which the Land is situate.

3) A planning application dated 5th May 2009 was submitted to the Council by Mr and Mrs A Slater ("the Appellants") under planning reference APP/10/00126 ("the Application"). The Application sought detailed planning permission for additions, alterations and the conversion of the existing house to form 2 no. 2 bed houses on the Land ("the Development"). The Council refused planning permission for the Development on the 1st July 2010. On the 18th November 2010 the Appellant submitted an appeal ("the Appeal") to the Secretary of State against the refusal of planning permission by the Council.

4) The Land lies within the Havant Borough Local Plan area which requires that all new dwellings built therein must make appropriate contributions calculated in accordance with the Hampshire County Council Transport Policy towards transport infrastructure required as a result of development.

TRANSPORT INFRASTRUCTURE CONTRIBUTION

5) THE OWNERS hereby covenant with the Council to pay to the Council before the Commencement of Development the amount set out in Clause 6 being the amount of the Owners' contribution to the cost of contributing towards transport infrastructure ("the Transportation Infrastructure Contribution") in accordance with the Hampshire County Council Transport Policy ("the Policy")

6) THE TRANSPORT INFRASTRUCTURE CONTRIBUTION payable shall be calculated in accordance with contribution scales for full off site requirements contained in the Hampshire County Council Transport Policy (REF) equivalent to THREE THOUSAND SEVEN HUNDRED AND FORTY FIVE POUNDS (£3745.00) for the Development granted consent in the Appeal.

7) THE TRANSPORT INFRASTRUCTURE CONTRIBUTION shall be paid to the Council on the understanding that the Council shall pay the Transport Infrastructure Contribution when received into a Reserve Fund which shall be used exclusively to implement the proposals set out in the Policy or any amendment or revision thereof.

8) THE OWNERS hereby covenant not to commence the Development before paying the Transport Infrastructure Contribution to the Council.

9) In this Deed "Commencement of Development" means carrying out a material operation as defined by s56 of the Town and Country Planning Act 1990 or any enactment statutory instrument or measure amending revoking or replacing the same.

NOW THIS DEED WITNESSETH as follows:

1. The Owners hereby give to the Council the Undertaking upon terms hereinafter appearing.

2. THE Undertaking is a planning obligation for the purposes of Section 106 of the Act and is made pursuant to the said Section 106 and all other powers enabling in that behalf to the intent that subject to Clause 3 hereof it shall

bind the Owners and their successors in title and assigns to each and every part of the said property and further to the intent that it shall be enforceable by the Council as a planning obligation pursuant to the said Section 106.

3. THE Undertaking is conditional upon and shall not take effect unless and until the Appeal is allowed and the Permission is granted and any subsequent period for legal challenge has also expired without such challenge having been made.

4. NO PERSON shall be liable for breach of a covenant in this Deed after he 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

5. The Owners acknowledge that this Deed is a local land charge and may be registered as such.

IN WITNESS whereof the parties hereto have executed this Deed the same day and year first before written.

SIGNED

Mr Adrian Slater

[redacted]

Mrs S Slater

[redacted]

In the presence of:

[redacted]

Solicitor

ADDISON LAW
8 NORTH STREET
EMSWORTH
HANTS PO10 7DD
DX 56100 EMSWORTH

In the presence of:

[redacted]

Solicitor

ADDISON LAW
8 NORTH STREET
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