11/1264
16/1/12

DATED 21 December 2011

IAN SMITH

and

MARIA SMITH

And

FREDERICK JAMES SMALLBONES

And

YVONNE JESSIE SMALLBONES

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 London Road, Widley, Waterlooville PO7 5AT Hampshire

THIS DEED OF UNDERTAKING is made the 21 day of December 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 subject to the restriction details of which are notified at paragraph 4 of title number HP142016 registered on 8 August 2011

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 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 London Road, Widley, Waterlooville in Hampshire shown edged with a heavy black line on the Plan.

2. (See clause 1.10) the Owner(s):

   Ian Smith and Maria Smith of 17 London Road, Widley, Waterlooville in Hampshire

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

   APP/11/01264

4. (See clause 1.5) the Development

   Erection of 1 no. 4 bedroom dwelling and associated works.

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 of the Deed and paragraph 2 of the Schedule to this Deed is true

Signed: [redacted]

Name: .....

Address: .....

.....

.....

Wilson Wakefield Solicitors
63 Station Road
Hayling Island
Hampshire
PO11 0EB

MICHAEL ALEXANDER WILSON
SOLICITOR

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

£5457 (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:)

Signed as a DEED by me)
the said)
IAN SMITH)
)

[redacted]

in the presence of:)

[redacted]

MICHAEL ALEXANDER WILSON
SOLICITOR

Wilson Wakefield Solicitors
63 Station Road
Hayling Island
Hampshire
PO11 0EB

Signed as a DEED by me)
the said)
MARIA SMITH)

[redacted]

in the presence of:)

[redacted]

MICHAEL ALEXANDER WILSON
SOLICITOR

Wilson Wakefield Solicitors
63 Station Road
Hayling Island
Hampshire
PO11 0EB

AS proprietors of the restriction details of which are notified at paragraph 4 of title number HP142016 registered on 8 August 2011

Signed as a DEED by me
the said
FREDERICK JAMES
SMALLBONES

[redacted]

in the presence of:

[redacted]

MICHAEL ALEXANDER WILSON
SOLICITOR

Wilson Wakefield Solicitors
63 Station Road
Hayling Island
Hampshire
PO11 0EB

Signed as a DEED by me
the said
YVONNE JESSIE
SMALLBONES

[redacted]

in the presence of:

[redacted]

MICHAEL ALEXANDER WILSON
SOLICITOR

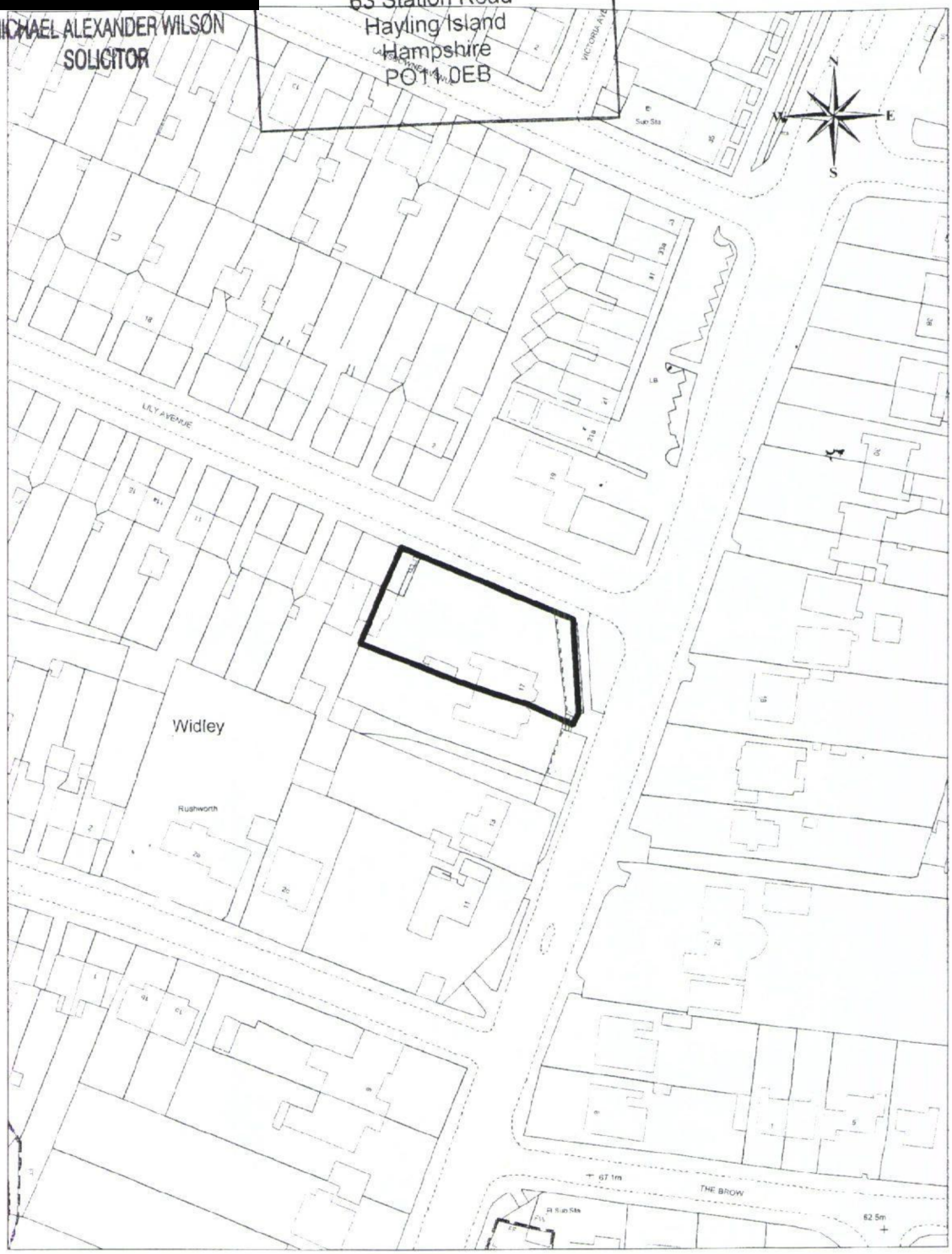
Wilson Wakefield Solicitors
63 Station Road
Hayling Island
Hampshire
PO11 0EB

Is the plan referred to in the Planning Obligation or Undertaking pursuant to S106 T&CP Act 1990 (as amended) relating to land at 17 London Road Widley Waterlooville PO7 5AT

Signed: [redacted]

MICHAEL ALEXANDER WILSON
SOLICITOR

Wilson Wakefield Solicitors
63 Station Road
Hayling Island
Hampshire
PO11 0EB



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Civic Centre Road
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Hampshire PO9 2AX

tel 023 9247 4174 fax 023 9248 0263
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Havant BOROUGH COUNCIL

Title:

Town and Country Planning Act 1990
S106 Agreement
17 London Road,
Widley, PO7 5AT
APP/11/01264

Drawn By: GE

Scale: 1:1250

Drawing No: PC44/0443

Cleaner, Safer, More Prosperous

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