

THIS **UNILATERAL UNDERTAKING** is made by **DEED** on the [REDACTED] of *June* 2024
26th

AND GIVEN BY

PUNCH PARTNERSHIPS (PML) LIMITED a company registered in England and Wales with company number 03321199 whose registered office is at Jubilee House, Second Avenue, Burton Upon Trent, Staffordshire, DE14 2WF
(Owner)

TO

The Council of the Borough of Havant of Public Service Plaza Civic Centre Road Havant PO9 2AX **(Council)**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (B) The Owner owns the Land and has made the Planning Application and is proposing to carry out the Development.
- (C) The Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Act: the Town and Country Planning Act 1990.

Administration Fee: the sum of £46.

Commencement of Development: the date on which any material operation (as defined in section 56(4) of the Act) forming part of the Development is begun save that (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, site survey works, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services and "Commence Development" and similar expressions shall be construed accordingly.

Nutrient Mitigation Contribution: the sum of £9,042.00 (inclusive of a 5% monitoring fee) as a contribution towards measures to mitigate the water quality impacts of the Development on the Solent European Sites.

SRMS Contribution: the sum of £2,012.85 (inclusive of a 5% monitoring fee) as a contribution towards measures to mitigate the impacts of the Development on the Solent Special Protection Areas in accordance with the Solent Recreation Mitigation Strategy dated 1 April 2018.

Development: the development of the Land described in the Planning Application.

Land: part of the freehold land at The Swan, Jessie Road, Havant, PO9 3TH as edged red on the Plan.

Plan: the plan annexed to this Unilateral Undertaking delineating the Land in red.

Planning Application: an application for planning permission registered by the Council on 10/07/2023 under reference number APP/23/00588 for the erection of 3 two-bed dwellings (Use Class C3) on the land adjacent to the public house, utilising new vehicular access, with associated parking and landscaping, including reconfiguration of beer garden and car park of the public house.

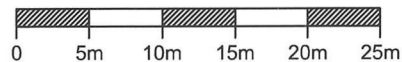
Planning Permission: the planning permission granted/to be granted by the Council in respect of the Planning Application.

NOTES

GENERAL NOTES:
1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH THE OTHER RELEVANT CONSULTANTS DRAWINGS.
2. ALL FINISHES ARE TO CONFORM TO THE CURRENT BUILDING REGULATIONS.
3. REFER TO A SEPARATE DOCUMENT FOR THE DESIGNER'S RISK ASSESSMENT.
4. ALL WORKS OR MATERIALS INDICATED ON THIS DRAWING ARE TO BE TO THE LATEST RELEVANT BRITISH STANDARDS AND CARRIED OUT IN ACCORDANCE WITH THE BRITISH STANDARDS CODES OF PRACTICE OR RECOGNIZED INSTITUTE OR TRADE ASSOCIATION RECOMMENDATIONS AND PUBLICATIONS.

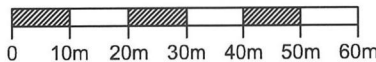


1:500 scale



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1:1250 scale



- Estate Boundary
- Retained Land
- Development Plot

Revision Date Description Drawn By

PLC ARCHITECTS
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Portsmouth PO1 2QF
Hampshire England
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E-Mail: admin@plcarchitects.com
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Client:

Project:
The Swan Inn
Jessie Road, Bedhampton

Drawing Title:
Title Plan

Drawn By Date Checked By Date Approved By Date
JB Aug '23

Drawing No. Revision Scale
17.2292.800 P3 As Stated @ A3

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NOT TO BE SCALED. DIMENSIONS TO BE CHECKED ON SITE
SCALING ONLY FOR LOCAL AUTHORITY PURPOSES

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 References to clauses are to the clauses of this deed.
- 1.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Land and their respective successors and assigns.
- 2.3 This deed shall have effect from the date hereof.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the Act.

3. OWNERS COVENANTS WITH THE COUNCIL

- 3.1 The Owner covenants to pay the Nutrient Mitigation Contribution, the SRMS Contribution and the Administration Fee to the Council on the date of this deed.
- 3.2 Subject to clause 3.4, the Owner covenants that clause 3.1 shall apply to any subsequent planning permission that is granted by the Council under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission or any subsequent permission granted under such powers ("Subsequent Permission") and the Planning Permission and the Development shall be construed to include the development as granted under a Subsequent Permission.
- 3.3 Where clause 3.2 is engaged, the Owner agrees and acknowledges that the Council may treat the Contribution and Administration Fee as having been made under any Subsequent Permission.
- 3.4 For the avoidance of doubt, clause 3.3 shall not be construed as to require the Owner to fulfil the covenant provided at clause 3.1 more than once.

4. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is revoked; or

(c) is quashed following a successful legal challenge.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed and delivered as a deed by an attorney for and in the name of the said

PUNCH PARTNERSHIPS (PML) LIMITED

Under power of attorney dated 1 September 2022

.....
Attorney signature

In the presence of

Address

.....SOLICITOR.....

Occupation