

DATED

18th February

2013

MERCO PLACE LIMITED

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

8 New Brighton Road, Emsworth in Hampshire,

THIS DEED OF UNDERTAKING is made the 18th day of February 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 Development" means the development described in paragraph Six of the Schedule

1.5 "the Land" means the land described at paragraph One of the Schedule and any buildings structures or erections at any time thereon

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

1.7 "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

1.8 "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 Eight of the Schedule

1.9 "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

1.10 "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)

1.11 "the Plan" means the plan attached to this Deed with ref PC44/0532

1.12 "the Schedule" means the Schedule to this Deed being an integral part of this Deed

1.13 "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

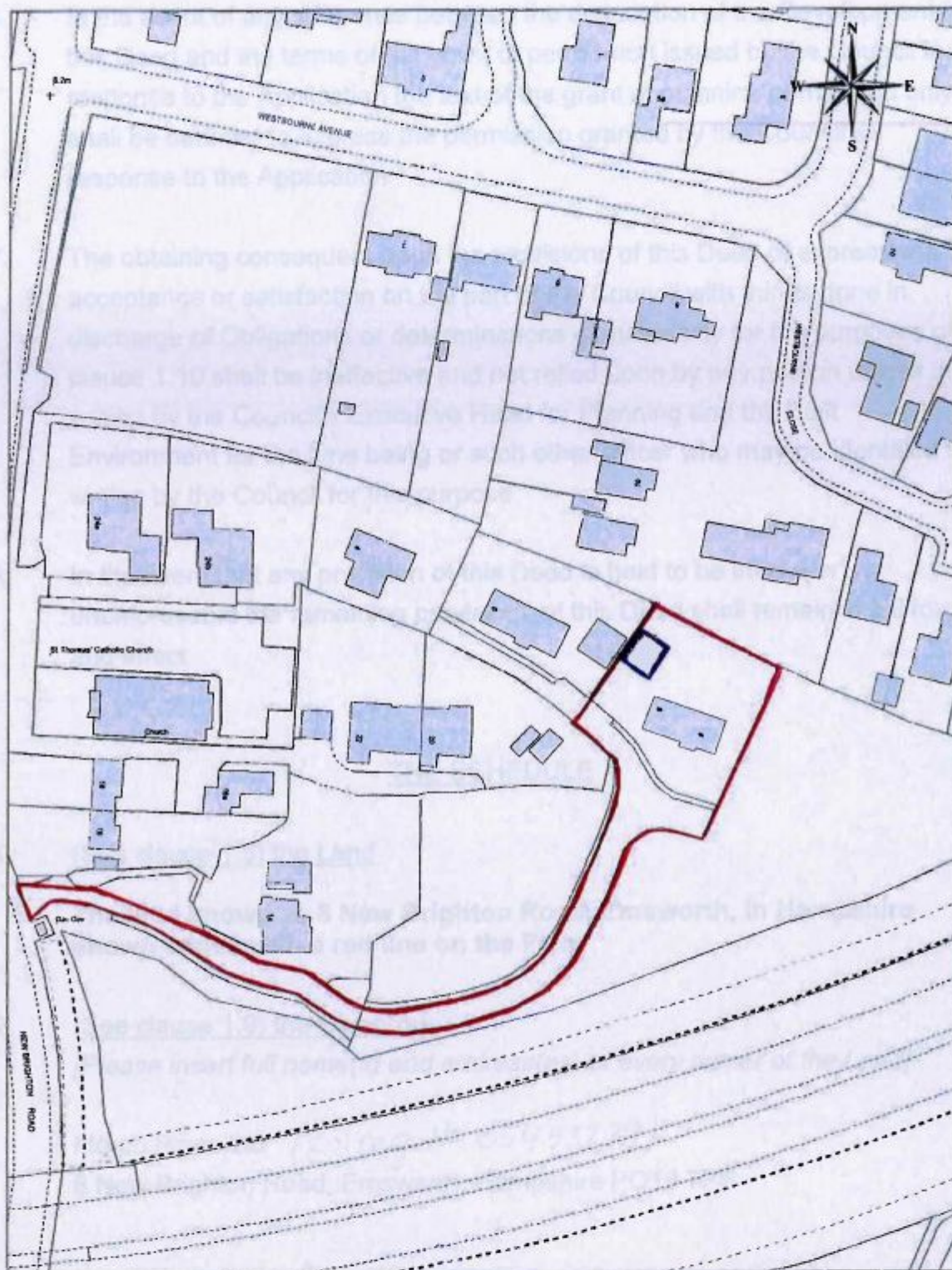
3. The Owner (and each of them acting in concert in the case of more than one joint owner) has produced at Paragraph Seven of the Schedule a certificate of the Solicitor with the intention that the Council may and shall rely upon the truth of the matters therein certified namely that;

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 indefinitely from the time the Permission is granted



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Civic Centre Road
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Hampshire PO9 2AX

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Title:

Town & County Planning Act 1990
S106 Legal Agreement
8 New Brighton Road, Emsworth
Planning Ref. APP/12/01588

Drawn By:

AW

Scale:

1:1250

Drawing No:

PC44/0532

Cleaner, Safer, More Prosperous

4. (See clause 1.6) 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"] MORTGAGE DATED 25 SEP 2008

Natwest, - ~~MORTGAGOR~~ mortgagee

HM ~~Brentwood, Essex Branch, 46 High Street~~ 135 BISHOPS GATE, LONDON EC2M 3UR

HM ~~Brentwood, Essex, CM14 4AL~~

MORTGAGEE: MERCO PLACE LTD

8 NEW BRIGHTON ROAD, ENSWORTH, HAMPSHIRE, PO107PS

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

APP/12/01194

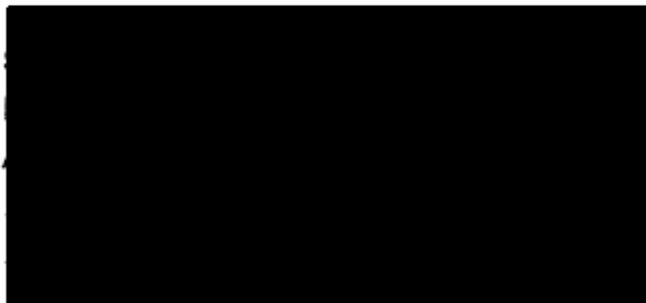
6. (See clause 1.4) the Development

Change of use and conversion of dwelling to allow 4 bed Bed & Breakfast guest accommodation to operate, with remaining rooms to remain in residential use.

7. (See clauses 1.13 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 is true



8. (See clause 1.8) the Obligations

- 8.1 The Owner covenants not to cause suffer or permit the letting, selling or in any other way disposal of the garage shown outlined in blue on the Plan separately from or severed from the dwelling and curtilage of the Land without the prior written agreement of the Council.

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

