

APPLICATION No APP/12/00206

DATED

5th July

2012

BBC PENSION TRUST LIMITED

and

FAT FACE 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

3 Ridgway, Havant, Hampshire, PO9 1JS

THIS DEED OF UNDERTAKING is made the 5th day of July 2012
BY

- (1) BBC PENSION TRUST LIMITED Company number 02218202 registered office Broadcasting House, London W1A 1AA
- (2) FAT FACE LIMITED Company number 02954734 registered office Unit 3, Ridgway, Havant, Hampshire PO9 1QJ.
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 3 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 4 of the Schedule
 - 1.6 "the Hampshire County Council Transport Contribution" means the sum of money specified in Paragraph 6 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 1 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 7 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 2 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 5 of the Schedule
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- 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 its successors in title **HEREBY 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
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3. The Owner (and each of them acting in concert in the case of more than one joint owner) has produced at Paragraph 5 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
 4. This Deed 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 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 1.11 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
9. BBC Pension Trust Limited enters into this Deed as trustees of the British Broadcasting Corporation Pension Fund and its liability under this Deed is limited to assets from time to time of that fund

THE SCHEDULE

1. (See clause 1.8) the Land
The land at 3 Ridgway, Havant in Hampshire shown hatched blue on the Plan.
2. (See clause 1.10) the Owner(s):
 - (1) BBC PENSION TRUST LIMITED Company number 02218202 registered office Broadcasting House, London W1A 1AA and
 - (2) FAT FACE LIMITED Company number 02954734 registered office Unit 3, Ridgway, Havant, Hampshire PO9 1QJ.

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

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4. (See clause 1.5) the Development

Extension to existing warehouse and associated parking.

5. (See clause 3) Solicitors' Certificate

Certificate of Title

As Solicitors for BBC PENSION TRUST LIMITED

we hereby certify that on the date of this Deed BBC Pension Trust Limited own the freehold interest in the Land held under title number HP347562 and the superior leasehold title in the Land under title number HPO495588 subject only to the leasehold interests set out below and any disclosed on the said title numbers no other person having an interest therein at law or (to the best of the owner's knowledge and belief) in equity

Signe

Name

Address: 1 South Quay, Victoria Quays, Sheffield S2 5SY

As Solicitors for FAT FACE LIMITED

we hereby certify that on the date of this Deed Fat Face Limited own the occupational interest in the Land under title number HP429711 and HP373247 subject only to the freehold and superior leasehold interests set out above and any disclosed on the said title numbers no other person having an interest therein at law or (to the best of the owner's knowledge and belief) in equity

S

Name: Paris Smith LLP..... *Paris Smith LLP*

Address: 1 London Road, Southampton SO15 2AE

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

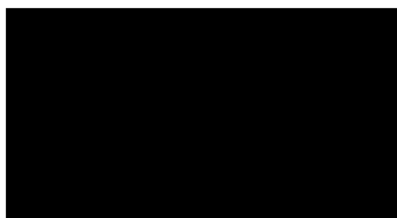
£ 16,928 (Indexed)

7. (See clause 1.9) the Obligations

- 7.1 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 7.3 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)
- 7.2 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
- 7.3 In Paragraphs 7.1 and 7.2 of this Schedule "Material Operation" means:
- 7.3.1 any work of construction in the course of the erection of a building;
 - 7.3.2 any work of demolition of a building;
 - 7.3.3 the digging of a trench which is to contain the foundations or part of the foundations of a building;
 - 7.3.4 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 7.3.3;
 - 7.3.5 any operation in the course of laying out or constructing a road or part of a road;
 - 7.3.6 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)
BBC PENSION TRUST LIMITED)
acting by two directors being)
JOSH DAVE-MARCUS)
and)
JAMES CLIFTON, BROWN)
as attorneys for BBC Pension)
Trust Limited pursuant to a)
power of attorney dated)
20 February 2012:)



Director



Director/Secretary

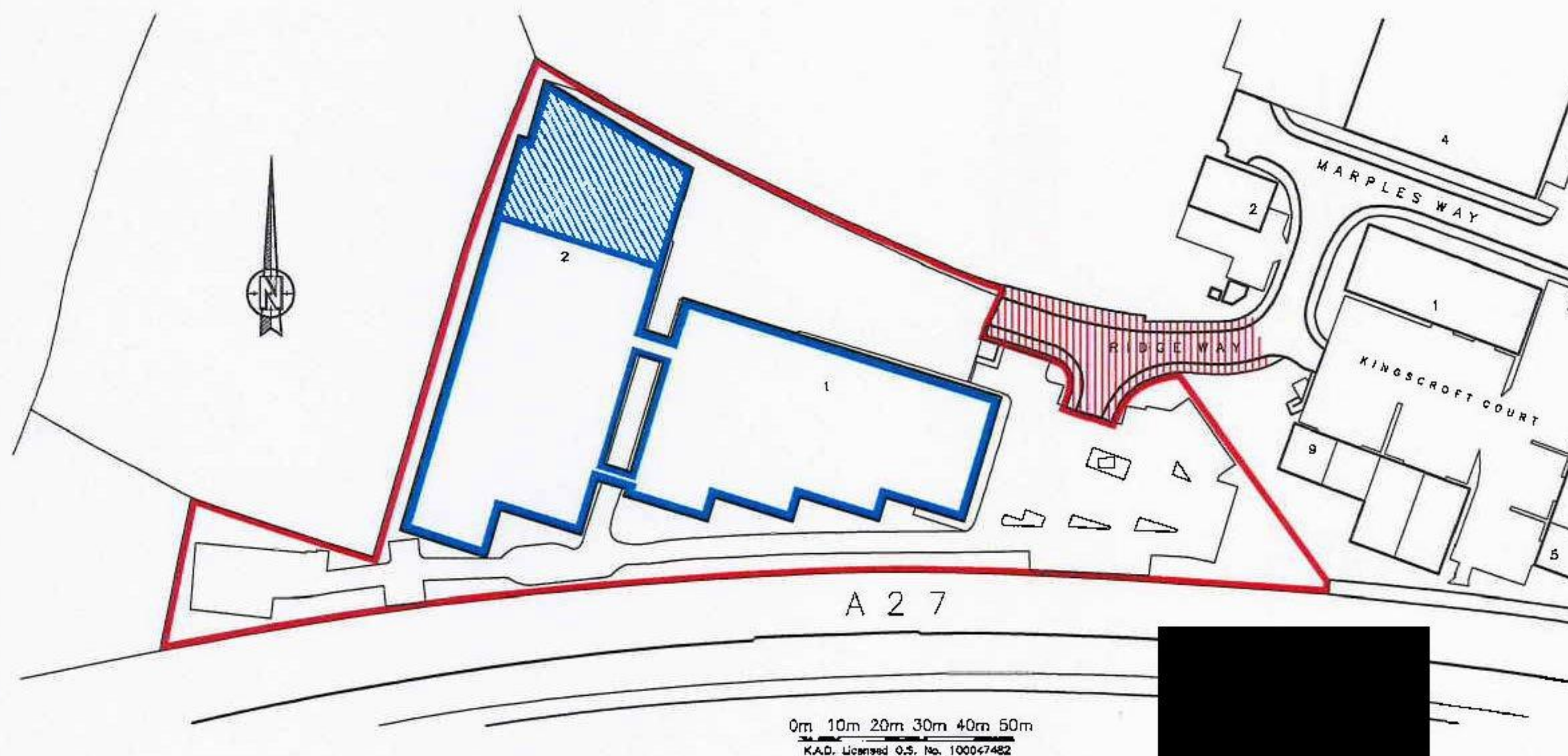
Signed as a DEED by)
FAT FACE LIMITED)
acting by)
a director and its secretary or)
two Directors)



Director



Director/Secretary



Rev	Revision	By	Date

K NIGHT
K A D ARCHITECTURAL
D ESIGN

Ian Knight
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e: ian.kad@lineone.net

Client

CBRE

Project

UNITS 1 & 2
KINGSCROFT CENTRE
HAVANT

Drawing

LEASE PLAN

Scale

1:1250@A3

Date

MAR 2012

Project no.

Sequential

Bkg/Floor

Detail

Rev

KAD

1

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HMLR

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