DATED 30th January 2003

MR AND MRS M MYATT

and

THE COUNCIL OF THE BOROUGH OF HAVANT

AGREEMENT

relating to land at Meadow Farm Nursery
Woodgaston Lane Hayling Island in Hampshire

C P Duggan
Director of Legal and Administration Services
Havant Borough Council
Civic Offices
Civic Centre Road
Havant, Hampshire
PO9 2AX

261-4/5/9

THIS DEED OF AGREEMENT is made the 30th day of January 2003

BETWEEN

(1) THE OWNER

(2) THE MORTGAGEE (if any)

(3) THE COUNCIL

HAVANT BOROUGH COUNCIL
LEGAL
30 JAN 2003
RECEIVED
LAND CHARGES SECTION
LAND CHARGES
REGISTRY
1 JAN

1. In this Agreement:

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 Agreement) under the authority of those statutory provisions referred to in clause 5 of this Agreement 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 of Agreement acting and being obliged by this Agreement 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 Agreement

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

1.13 "the Solicitor" means the solicitor giving the certificate at paragraph Seven of the Schedule

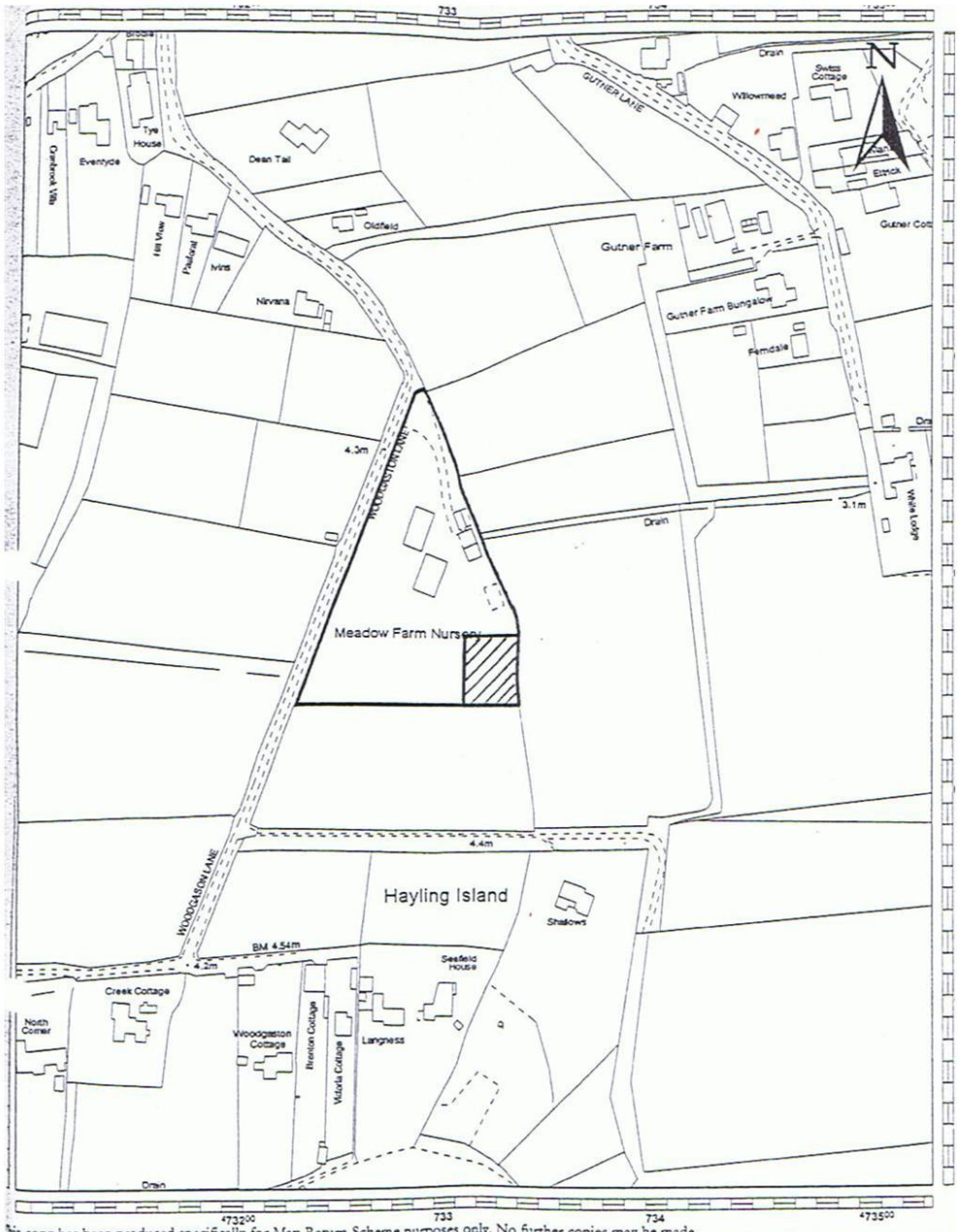
2.1 With the intention and so as permanently to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come and so that Obligations hereby imposed shall be enforceable both against the Owner and the Mortgagee (if any) and their respective successors 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 AGREE with the Council AS A PLANNING OBLIGATION TO COMPLY FULLY WITH THE OBLIGATIONS PROVIDED THAT IT IS HEREBY AGREED THAT the liabilities of those persons together identified as "the Owner" hereunder and their successors shall be only in respect of those Obligations created by this agreement (which may be all of them) as relate to those parts of the Land as are now or may from time to time be in their ownership and/or control

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 a certificate of the Solicitor upon which Certificate the Council relies that 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

4. 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 item Four of the Schedule and the Owner (and each of them severally if more than one) state and the Solicitor certifies with the intent that the Council shall rely upon the statement and certificate respectively that no other mortgage or charge has been concluded which affect the Land other than the Mortgage and in the event that none is so described that there is no such mortgage or charge AND THAT no person other than the Owner or Mortgagee (if any is identified in the Schedule) has an interest either vested or contingent in the Land

5. This Agreement is entered into pursuant to Section 111 of the Local Government Act 1972 and Section 106 of the Act and all other appropriate statutory authority with the intent that it shall bind the Owner and Mortgagee (if any) and be enforceable against



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Frank R Campbell BA (Hons) MRTPI,
Director of Environmental Services.

Civic Offices, Civic Centre Rd,
Havant, Hants. PO9 2AX.
Havant.Havant. (023) 9247 4174.

Havant BOROUGH COUNCIL

Title:

Town & Country Planning Act 1990
S106 Obligation
02/56431/003
Meadow Farm Nursery curtilage =
Site subject of the application =

Drawn By: Penny Ware

Scale: 1:2500

Drawing No.: PC44/156

Date: 09/12/02

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them and the persons deriving title under them and shall be a planning obligation for the purposes of the Act

6. The restrictions requirements covenants agreement and obligations contained within this Agreement shall have effect indefinitely from the time the Permission is granted

7. In the event of any difference between the description of the Development in this Agreement and the terms of the grant of permission issued by the Council in respons to the Application the text of the grant of planning permission only shall be deemed express the permission granted by the Council in response to the Application

8. The obtaining under this Agreement of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of Obligations or determination of materiality for the purposes of clause 1.10 shall be ineffective and not relied upon by any person unless in writing by the Council's Head of Planning and Development for the time being or such other officer who may be identified in writing by the Council for this purpose

9. In the event that any provision of this Agreement is held to be invalid or unenforceable the remaining provisions of this Agreement shall remain in full force and effect

10. The parties hereby agree and declare that no application for the modification or discharge of any obligation herein contained shall be made in respect of this Agreement PROVIDED THAT this clause shall not apply to any modification or discharge of the said obligations which may be agreed in writing by the Council fror time to time

11. The Owner agrees to reimburse upon completion of this Deed the costs of the Counc in settling and preparing the text of this Deed and in effecting its registration according to law

12. The underlined paragraph headings in the Schedule do not form part of this

THE SCHEDULE

1. (See clause 1.5) the Land
Land within the curtilage of Meadow Farm Nursery Woodgaston Lane Hayling Island in Hampshire shown hatched black on the plan annexed hereto being part of Title Number HP 286227

2. (See clause 1.9) the Owner(s):
Michael Ian Myatt and Catherine Alison Myatt both of Marita Gutner Lane Hayling Island in Hampshire

3. (See clause 1.7) the Mortgagee(s) (if any):
None

4. (See clause 1.6) the Mortgage(s) (if any):
None

5. (See clause 1.2) the Council's planning application reference number:
02/56431/003

6. (See clause 1.4) the Development
The construction of a 3 bedroom agricultural worker's dwelling on the Land

7. (See clauses 1.13, 2 and 4) Solicitors' Certificate
Certificate of Title

As Solicitor for the Owner we hereby certify that on the date of this Agreement what is set out in clauses 3 and 4 and paragraph 2, 3 and 4 of the Schedule to this Agreement is true Wedlake Bell Guernsey.
Wedlake Bell Guernsey

WEDLAKE BELL GUERNSEY
ENGLISH SOLICITORS
P.O. Box 251, Les Vardes House
La Charroterie, St. Peter Port
Guernsey GY1 4LG

8. See clause 1.8) the Obligations
Not at any time to occupy or cause permit or suffer the occupation of the said agricultural dwelling other than ~~by either the Owner(s) or~~ by any person or persons (including their immediate dependants) who is/are currently working or currently employed at the adjoining business premises currently known as Meadow Farm Nursery and shown edged with a heavy black line on the plan

SIGNED AND DELIVERED)
by the said MICHAEL IAN MYATT)
as a Deed in the presence of:)

[redacted]

[redacted]

SIGNED AND DELIVERED)
by the said CATHERINE ALISON)
MYATT as a Deed in the)
presence of:)

[redacted]

[redacted]

THE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF HAVANT was hereunto affixed)
in the presence of:

[redacted]

and
ervices