H0195

DATED 23rd April 2014

HAMPTON PROPERTY DEVELOPMENTS LIMITED

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990

relating to the
proposed development at
29 Station Road, Netley Abbey, Southampton, SO31 5AE

UU final 17/04/14

THIS UNDERTAKING is made the 23rd day of April Two thousand and fourteen

By:

1. Party

1.1 HAMPTON PROPERTY DEVELOPMENTS LIMITED (Co Reg No 07860409) whose registered office is at 10 Little Park Farm, Fareham PO15 5TD and of 10 Wellswood Gardens, Rowland's Castle PO9 6DN (The Owner)

2. Definitions and Interpretation

2.1 In this Deed:

2.1.1 "the Council" means Eastleigh Borough Council of Eastleigh House, Upper Market Street, Eastleigh, Hampshire SO50 9YN

2.1.2 "the County Council" means Hampshire County Council of The Castle, Winchester, Hampshire SO23 8UJ

2.1.3 "1990 Act" means the Town and Country Planning Act 1990 as amended

2.1.4 "Deed" means this Deed

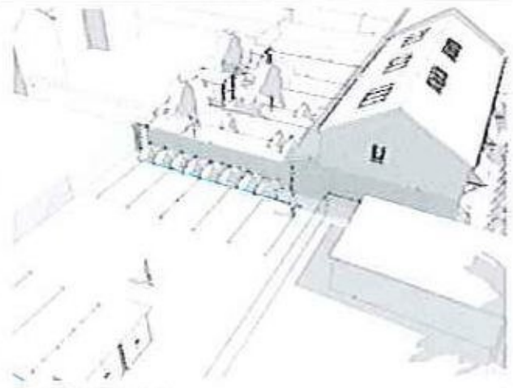
2.1.5 "Application" means the application dated 30th January 2014 for planning permission (reference number F/14/73995) for the development of the site by the construction of 3no two bed dwellings to form a terrace with associated car parking, landscaping, bin & cycle stores

2.1.6 "Development" means the development which is the subject of the Application

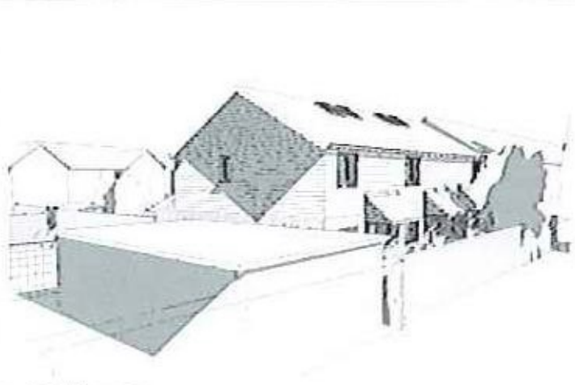
2.1.7 "Permission" means planning permission granted pursuant to the Application

2.1.8 "the Plan" means the plan annexed hereto

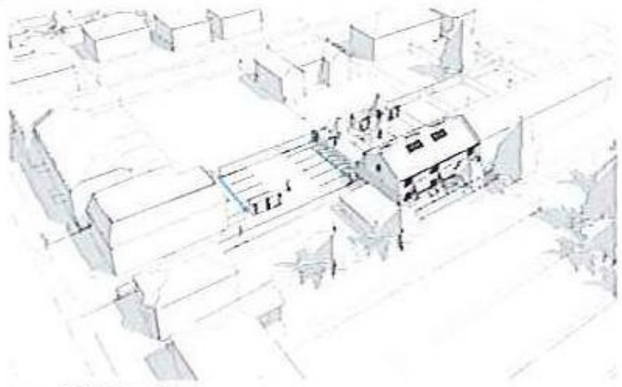
2.1.9 "Site" means the land situated at 29 Station Road, Netley Abbey, Southampton, SO31 5AE shown edged red on the Plan



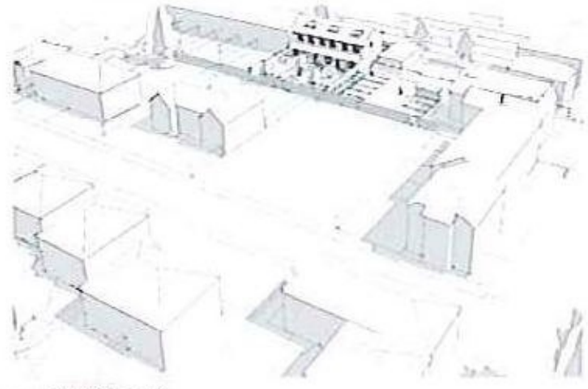
5 3D View 1



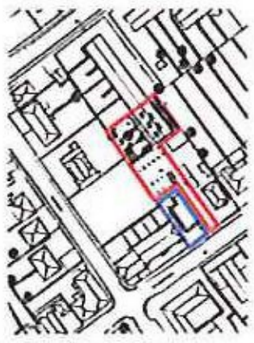
6 3D View 2



7 3D View 3

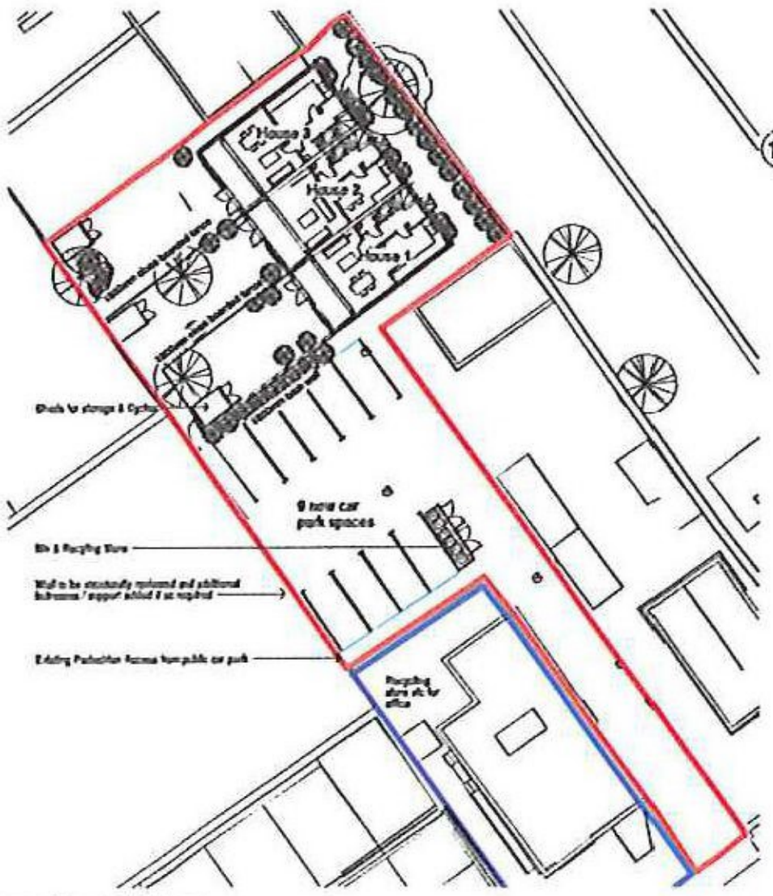


8 3D View 4

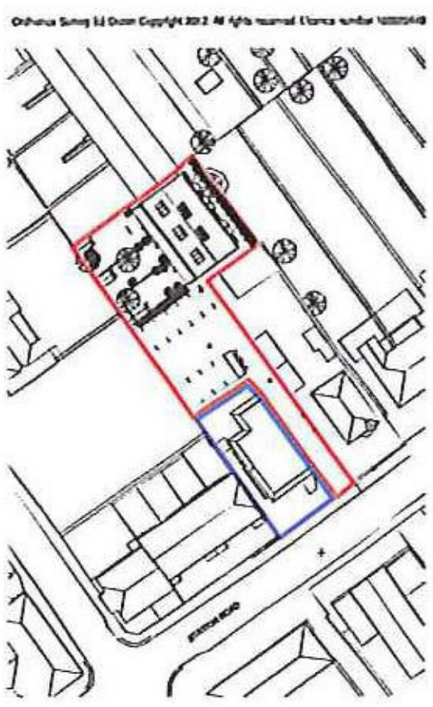


1 Site Location
1 : 1250

North

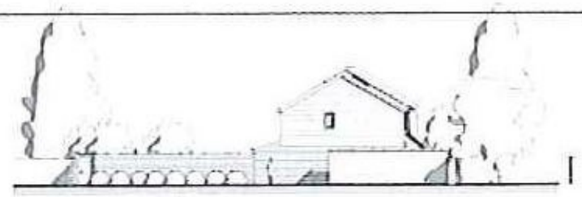


3 Ground Floor
1 : 200

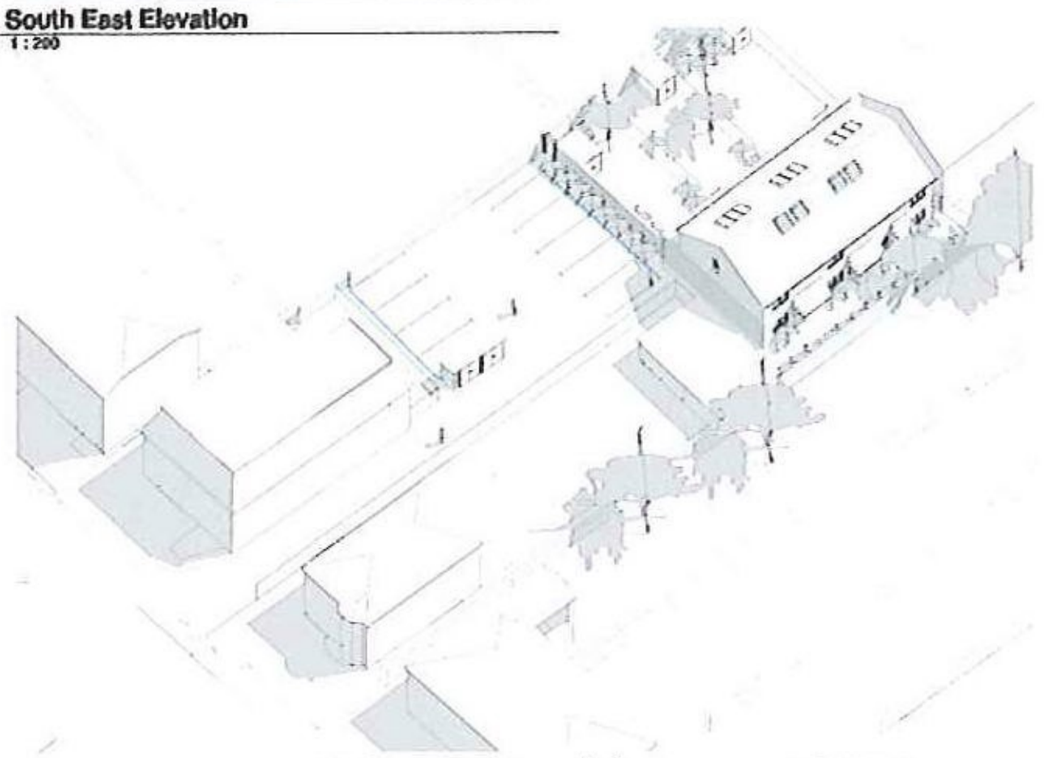


2 Site Block Plan
1 : 500

10 North East Street Elevation
1 : 200



11 South East Elevation
1 : 200



4 Axonometric

26c Station Road - Netley

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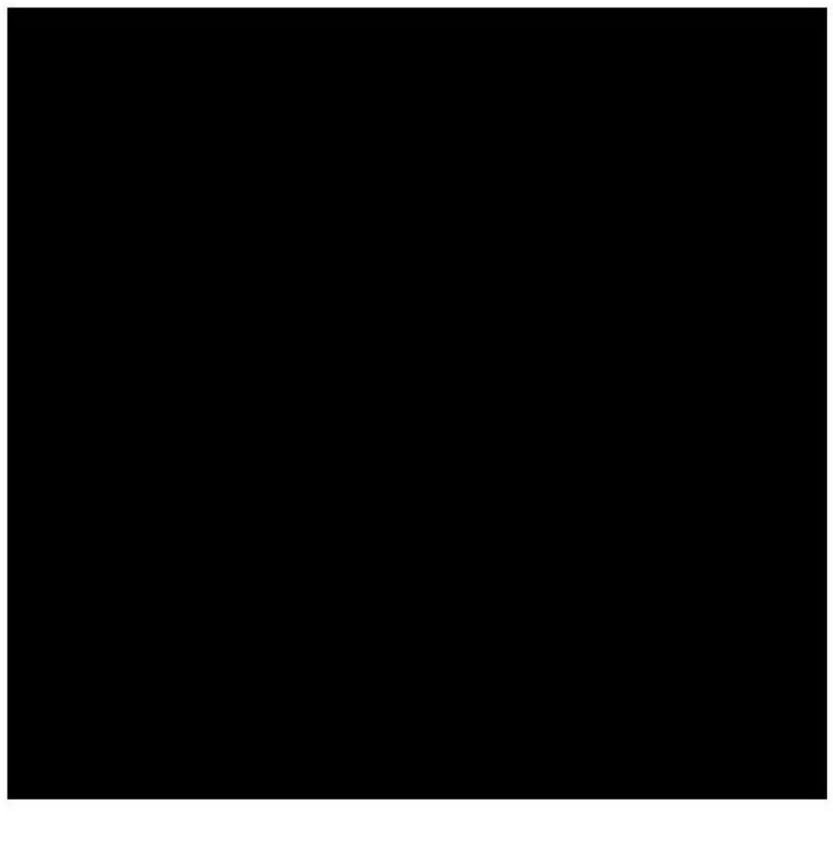

2.1.10 "Community Infrastructure" means the contribution towards the provision and/or improvement of community infrastructure facilities within the locality of the Site

2.1.11 "Public Open Space & Play Provision" means the contribution towards the provision and/or improvement of public open space and play provision within the locality of the Site

2.1.12 "Local Green Space" means a contribution towards the provision and/or improvement of local green spaces within the locality of the Site

2.1.13 "Wildlife Sites" means a contribution towards the provision and/or improvement of wildlife sites within the locality of the Site

2.1.14 "Special Protection Area Disturbance Mitigation Project" means a project comprising measures to mitigate recreational disturbance of birds within the Solent and Southampton Water Special Protection Area where it occurs within the borough of Eastleigh

2.1.15 "Sustainable Integrated Transport" means the contribution towards the cost of road improvements and/or traffic calming measures and/or the provision of an integrated transport system within the locality of the Site as determined from time to time by the County Council in accordance with its Transport Contribution Policy in force from time to time

2.1.16 "Commencement of Development" means the carrying out of any material operation as defined in the 1990 Act in connection with the Development and the expression "commenced" and "commence" shall be construed accordingly

2.2 In this Deed where the context so requires references:

2.2:1 to Clauses are references to Clauses in this Deed

2.2:2 to any Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it

3. <u>Recitals</u>

3.1 The Owner is the owner of the freehold of 29 Station Road, Netley Abbey, Southampton, SO31 5AE which is registered at HM Land Registry under title number HP769818

3.2 The Council is the local planning authority within the meaning of the 1990 Act for the area within which the Site is situate and by whom the obligations on the part of the Owner herein contained will be enforceable

3.3 The County Council is a local planning authority and the local highway authority within the meaning of the 1990 Act for the area within which the Site is situate

3.4 The Council has not determined the Application and the Owner enters into this obligation to the extent that any objections by the Council to grant permission are overcome

4. Legal Effect

4.1 This Deed is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Owner and its successors in title to each and every part of the Site as provided in those Sections and the covenants contained in Clause 5 hereof are planning obligations for the purposes of Section 106 of the 1990 Act

4.2 This Deed save Clause 8 (payment of costs and administration fees) which comes into effect on completion hereof shall come into effect upon the grant of the Permission but the obligations in Clause 5 shall become effective only on Commencement of Development in accordance with Section 56 of the 1990 Act

4.3 This Undertaking is a local land charge and will be registered as such

5. The Owner's Covenants

The Owner covenants with the Council to make the following contributions to the Council prior to Commencement of Development of the Site:-

5.1 Three thousand and sixty pounds (£3,060.00) towards Community Infrastructure index linked as hereinafter specified

5.2 One thousand six hundred and eighty one pounds five pence (£1,681.05) towards Off-site Public Open Space & Play Provision index linked as hereinafter specified

5.3 Five hundred and fifty one pounds thirty one pence (£551.31) towards Local Green Space index linked as hereinafter specified

5.4 One hundred and ninety pounds five pence (£190.05) towards Wildlife Sites index linked as hereinafter specified

5.5 Five hundred and ten pounds (£510.00) towards the Special Protection Area Disturbance Mitigation Project index linked as hereinafter specified

6. Sustainable Integrated Transport Contribution

The Owner covenants with the County Council and as separate covenant with the Council to pay the County Council prior to Commencement of Development of the site the sum of eleven thousand two hundred and thirty five pounds (£11,235.00) towards the Sustainable Integrated Transport index linked in accordance with Clause 7.3 and the Owner hereby acknowledges the County Council's power to enforce the terms of this Clause 6 against the Owner

7. Indexation

7.1 The payments to be made pursuant to Clauses 5.1 to 5.4 (inclusive) hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index (excluding Mortgages) maintained by the Department of Trade and Industry or any Index maintained by HM Government in substitution therefore last published prior to the date of payment of the said sum divided by the index figure shown in that Index last published prior to 1 January 2008

7.2 The payments to be made pursuant to Clause 5.5 (Special Protection Area Disturbance Mitigation Project) hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index (excluding Mortgages) maintained by the Department of Trade and Industry or any Index maintained by HM Government in substitution therefore last published prior to the date of payment of the said sum divided by the index figure shown in that Index last published prior to 1 December 2013

7.3 The payment to be made pursuant to Clause 6 hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index maintained by the Department of Trade and Industry or any Index maintained by HM Government in substitution therefore last published prior to the date of payment of the said sum divided by the index figure shown in that Index last published prior to 1 April 2009.

8. Costs

8.1 On completion of this deed the Owner hereby agrees to pay the Council's reasonable legal costs together with all disbursements incurred in connection with the preparation completion and registration of this Deed

8.2 On completion of this deed the Owner hereby agrees to pay the Council's administration fee in connection with this Deed

9. Rights of Third Parties

For the avoidance of doubt none of the provisions of the Contract (Rights of Third Parties) Act 1999 shall apply to this Deed

EXECUTED and delivered as a Deed the day and year first hereinbefore written

EXECUTED and delivered as a DEED by

HAMPTON PROPERTY DEVELOPMENTS LIMITED

Acting by a director and its secretary
Or two directors

[redacted]