DATED 7th August 2014

SOUTHCOTT HOMES LIMITED (1)

DAVID VERNON JONES, NORMA LOUISE DOROTHY PERKS (2)

PLANNING OBLIGATION BY WAY OF A UNILATERAL UNDERTAKING

Pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
relating to land at Pylands, Pylands Lane, Bursledon, Southampton,

THIS UNDERTAKING is given the 7th day of August Two thousand and fourteen

BY:

(1) **SOUTHCOTT HOMES LIMITED** (Company Registration No. 05366671) of 24 Picton House, Hussar Court, Waterlooville, Hampshire PO7 7SQ

("Developer"); and

(2) **DAVID VERNON JONES** of Naomi Farm, Pylands Lane, Bursledon, Hampshire SO31 8TD **NORMA LOUISE DOROTHY PERKS** of Salem, Pylands Lane, Bursledon, Hampshire SO31 1BH **("Owner")**

(1)

WHEREAS:

A. The Owner is the freehold owner of the Land subject to the matters referred to in the Land Title

B. The Developer has an option to acquire the Land.

C. For purposes of the Town and County Planning Act 1990 (as amended) the Council is the local planning authority for the area within which the land is situated.

D. The County Council is the Highway Authority and the county planning authority for the area in which the Land is situated.

E. On 8 January 2014 the Developer made the Application to the Council

F. On 9 May 2014 the Council refused the Application

G. On 28 May 2014 the Developer lodged the Appeal and this undertaking is to the Council

NOW IT IS AGREED as follows:

1. Interpretation

1.1. In this Undertaking, unless the context otherwise requires:

1990 Act	the Town and Country Planning Act 1990 (as amended)
1999 Act	the Contracts (Right of Third Parties) Act 1999
Application	The application for full planning permission for the Development validated by the Council on 17 January 2014 and bearing reference number F/14/73880
Appeal	The appeal registered by the Planning Inspectorate under reference APP/W1715/A/14/2219572
Commencement of Development	the commencement of the Development at the Land by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act other than any works of demolition site clearance ground investigations and site survey works the construction of temporary boundary fencings and hoardings and any archaeological investigation or site remediation works and site set up works
Community Infrastructure Contribution	A contribution in the sum of £7,200 (seven thousand and two hundred pounds) increased by the Indexation as a contribution to providing in the vicinity of the Land or otherwise enhancing the community infrastructure facilities within the vicinity of the Land
Council	Eastleigh Borough Council of Eastleigh House, Upper Market Street, Eastleigh Hampshire SO50 9YN
County Council	Hampshire County Council of The Castle, Winchester, Hampshire SO23 8UJ

Development	Residential development of 4 detached 4 bed dwellings with detached triple & double garages, bin & cycle storage, new access from Pylands Lane, following removal of existing commercial use & buildings pursuant to the Application.
Dwelling	A building or part of a building designed for residential occupation by a single household forming part of the Development
Land	The land at Pylands, Pylands Lane, Bursledon outlined in red on the plan annexed to the Deed and entitled "Location Plan" and registered under title numbers HP459988 and HP708489
Local Green Space Contribution	A contribution in the sum of £1,298.16 (One Thousand, Two Hundred and Ninety Eight Pounds and Sixteen Pence) increased by the Indexation which the Owner has agreed to pay the Council towards the cost of providing or improving local green space in the vicinity of the Land
Occupy, Occupation and Occupied	occupation of any Dwelling for residential purposes allowed by the Permission
Owner	The Owner in relation to obligations attaching to the Land which includes their respective successors in title to the Land and any persons deriving title through them
Indexation	1. The payments to be made pursuant to Schedule One paragraphs 1. to 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. 2. The payments to be made pursuant to Schedule One

	paragraph 5 (Solent 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 April 2014. 3. The payment to be made pursuant to paragraph 6 of Schedule One 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.
Permission	The planning permission the subject of the Application which may be granted by an Inspector pursuant to the Appeal
Public Open Space and Play Provision Contribution	A contribution in the sum of £3,955.72 (Three Thousand, Nine Hundred and Fifty Five Pounds and Seventy Two Pence) increased by the Indexation which the Owner has agreed to pay the Council as a contribution towards the cost of providing or improving public open space or play provision in the vicinity of the Land
Solent Disturbance Mitigation Project Contribution	A contribution in the sum of £688.00 (Six Hundred and Eighty Eight Pounds) increased by the Indexation which the Owner has agreed to pay the Council towards a project comprising measures to mitigate recreational disturbance of birds within the Solent and Southampton Water Special Protection Area
Sustainable Integrated	A contribution in the sum of £17,527.00 (Seventeen Thousand, Five Hundred and Twenty Seven Pounds) increased by the



Ordnance Survey (c) Crown Copyright 2013. All rights reserved. Licence number 100022432

SITE LOCATION PLAN (1:1250)

Notes

THIS DRAWING IS THE COPYRIGHT OF VIVID DESIGN STUDIO LTD AND MUST NOT BE COPIED, ALTERED OR REPRODUCED IN ANY WAY NEITHER PASSED TO A THIRD PARTY WITHOUT THEIR WRITTEN PERMISSION.

DIMENSIONS TO BE CHECKED ON SITE BEFORE COMMENCING WORK AND ANY DISCREPANCIES SHALL BE REPORTED TO THE DESIGNER. FIGURED DIMENSIONS MUST BE TAKEN IN PREFERENCE TO SCALED DIMENSIONS.

Rev:-	Description:-	Date:-	Chkd by:-

[redacted]

VIVID design studio

Newborne House, 51-52 West Street, Chichester, West Sussex, PO19 1RP
Tel: 01243 537557
Fax: 01243 200010
Email: info@vividdesignstudio.co.uk
Website: www.vividdesignstudio.co.uk

Project:-
Proposed Residential Development
Land Adjacent to Pylands
Pylands Land
Bursledon

Title:-
Site Location Plan

Client:-
Southcott Homes Ltd

Scale:-			
1:1250 (@A3)			
Drawn by:-	PJD	Checked by:-	
Date:-	04/12/13	Date:-	
Job No:-		Dwg.No:-	Rev:-
130024		01	

Transport Contribution	Indexation which the owner has agreed to pay the Council the cost towards road improvements and/or traffic calming measures and/or the provision of an integrated transport system within the vicinity of the Land as determined from time to time by the County Council in accordance with its Transport Contribution Policy in force from time to time
Wildlife Site Contribution	A contribution in the sum of £446.60 (Four Hundred and Forty Six Pounds and Sixty Pence) increased by the Indexation which the Owner has agreed to pay the Council towards the cost of providing or improving wildlife sites in the vicinity of the Land

1.2 Where the context so requires:

1.2.1 the singular includes the plural;

1.2.2 references to any party shall include the successors in title of that party and to any deriving title through or under that party and in the case of the Council and the County Council the successors to its respective statutory functions;

1.2.3 where a party includes more than one person any obligations of that party shall be joint and several;

1.2.4 references to clauses and schedules are references to clauses in and schedules to this Undertaking.

2. Legal Effect

2.1 This Planning Obligation by Undertaking is made pursuant to Section 106 of the 1990 Act (as amended) to the intent that it shall bind the Owner in respect of the Land unless the contrary intention is expressed and subject to clause 2.5 below their respective successors in title to the Land and their assigns

2.2 This Undertaking save Clause 4.3 (payment of costs and administration fees) which comes into effect on completion hereof shall come into effect upon the grant of the Permission but all other obligations in shall become effective only on Commencement of Development in accordance with Section 56 of the 1990 Act

2.3 This Undertaking shall not take effect save in relation to clause 2.7 which shall come into effect on the date of this Agreement in relation to the obligations of the Owner until the Commencement of Development on the Land

2.4 A person who is not a party to this Undertaking shall have no right under the 1999 Act to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the 1999 Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the Planning Obligations in this Undertaking.

2.5 No person nor company shall be liable for any breach of this Undertaking unless he or it holds an interest in the part of the Land in respect of which such breach occurs or held such an interest at the date of the breach but without prejudice to liability for any subsisting breach of covenant prior to parting with any such interest.

2.6 Nothing in this Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted by the Council or by the Secretary of State on appeal or reference to him after the date of this Undertaking.

2.7 Any notice required to be given to the Council shall be addressed to the Head of Development Management Services.

2.8 This deed is a local land charge and shall be registered as such by the Council.

3. Material Considerations and CIL

3.1 The Owner's Planning Obligations shall have effect in the event that the Secretary of State or the Planning Inspector determining the Appeal states in the decision letter that in his or her opinion the requirement for each of those obligations (considered individually) is a material consideration pursuant to Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No. 948)

3.2 The following obligations in this Undertaking shall determine and cease to have effect if the Council brings into effect a Community Infrastructure Levy Charging Schedule prior to the grant of the Planning Permission. The provisions to which this clause relate are: -

3.2.1 Schedule One: Obligations to the Council

Covenants by the Owner

4. The Owner covenants in respect of the Land with the Council as follows:

4.1 To comply with Schedule One for the purpose of securing Contributions

4.2 To inform the Council by notices in writing to the Planning Obligations Officer, Development Management Department prior to when a material operation

4.3 The Owner shall pay to the Council:

a. its proper and reasonable legal and administration costs incurred in negotiating this Deed upon completion of this Deed

IN WITNESS whereof this Deed has been executed as a Deed by the Owner and the Developer

SCHEDULE ONE

Obligations to the Council

COMMUNITY INFRASTRUCTURE CONTRIBUTION

1. The Owner covenants that they shall pay the Community Infrastructure Contribution to the Council before the first occupation of the Dwellings on the Land

PUBLIC OPEN SPACE AND PLAY PROVISION CONTRIBUTION

2. The Owner covenants that they shall pay the Public Open Space and Play Provision Contribution to the Council before the first occupation of the Dwellings on the Land

LOCAL GREEN SPACE CONTRIBUTION

3. The Owner covenants that they shall pay the Local Green Space Contribution to the Council before the first occupation of the Dwellings on the Land

WILDLIFE SITE CONTRIBUTION

4. The Owner covenants that they shall pay the Wildlife Site Contribution to the Council before the first occupation of the Dwellings on the Land

SOLENT DISTRIBUTION MITIGATION PROJECT CONTRIBUTION

5. The Owner covenants that they shall pay the Solent Distribution Mitigation Project Contribution to the Council before the first occupation of the Dwellings on the Land

SUSTAINABLE INTEGRATED TRANSPORT CONTRIBUTION

6. The Owner covenants that they shall pay the Sustainable Integrated Transport Contribution Indexed Linked to the Council before the first occupation of the Dwellings on the Land

IN WITNESS whereof this Deed has been executed as a Deed by the Owner and the Developer

EXECUTED and delivered as)
A Deed by **SOUTHCOTT HOMES LIMITED**)
acting by a director)
in the presence of)

[Witness Name])
)
[Witness Signature])
)
Address)
)
)
Occupation)
)

EXECUTED and delivered as
A Deed by **DAVID VERNON JONES**

in the presence of
[Witness Name]

[Witness Signature]

Address

Occupation

EXECUTED and delivered as
A Deed by **NORMA LOUISE DOROTHY PERKS**

in the presence of
[Witness Name]

[Witness Signature]

Address

Occupation