HOH56

DATED 25th September 2012

ROSS EDWARD EMERY and KATHERINE LAURA HILL

and

LLOYDS TSB BANK PLC

UNILATERAL UNDERTAKING

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

relating to the
proposed development at
Glen Farm, Stroudwood Lane, Lower Upham, Southampton, SO32 1HG

THIS UNDERTAKING is made the 25th day of September Two thousand and twelve

1. Parties

1.1 The Owners Ross Edward Emery and Katherine Laura Hill of Glen Farm, Stroudwood Lane, Upham, Southampton SO32 1NG

1.2 The Mortgagee Lloyds TSB Bank plc (Co Reg No 2065) Dept No 9085 of Securities Operational Service Centre, PO Box 6000, 125 Colmore Row, Birmingham B3 3SF

2. Definitions and Interpretation

2.1 In this Deed:

2.1.1 "the Council" means Eastleigh Borough Council of Civic Offices, Leigh Road, Eastleigh, Hampshire SO50 9YN

2.1.2 "1990 Act" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

2.1.3 "Deed" means this Deed

2.1.4 "Application" means the application dated 30th December 2010 for planning permission (reference number F/11/68419) for the development of the site by the construction of detached 4 bed equine workers dwelling with outbuilding to replace existing agricultural workers mobile home

2.1.5 "Development" means the development the subject of the Application

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

2.1.7 "the Plan" means the plan annexed hereto

2.1.8 "Site" means the land situated at Glen Farm, Stroudwood Lane, Lower Upham, Southampton, SO32 1HG aforesaid shown edged red on the Plan

2.1.9 "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 "District Park/Playing Field" means a contribution towards the provision and/or improvement of district parks and/or playing fields within the locality of the Site

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

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

2.1.15 "Sustainable Transport" means a contribution in respect of the Road Traffic Reduction Act 1997 and the Road Traffic Reductions (National Targets) Act 1988 within the locality of the Site

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 Owners are the owners of the freehold of Glen Farm, Stroudwood Lane, Lower Upham, Southampton, SO32 1HG which is registered at HM Land Registry under title number HP509140 subject to a Charge in favour of the Mortgagee and dated 18th June 2008 and registered as Entry Number 3 of the Charges Register of the said Title Number HP509140

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

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 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 Owners Covenant

The Owners covenant with the Council to make the following contributions to the Council prior to Commencement of Development of the Site:-

5.1 One thousand eight hundred pounds (£1,800.00) towards the Community Infrastructure index linked as hereinafter specified

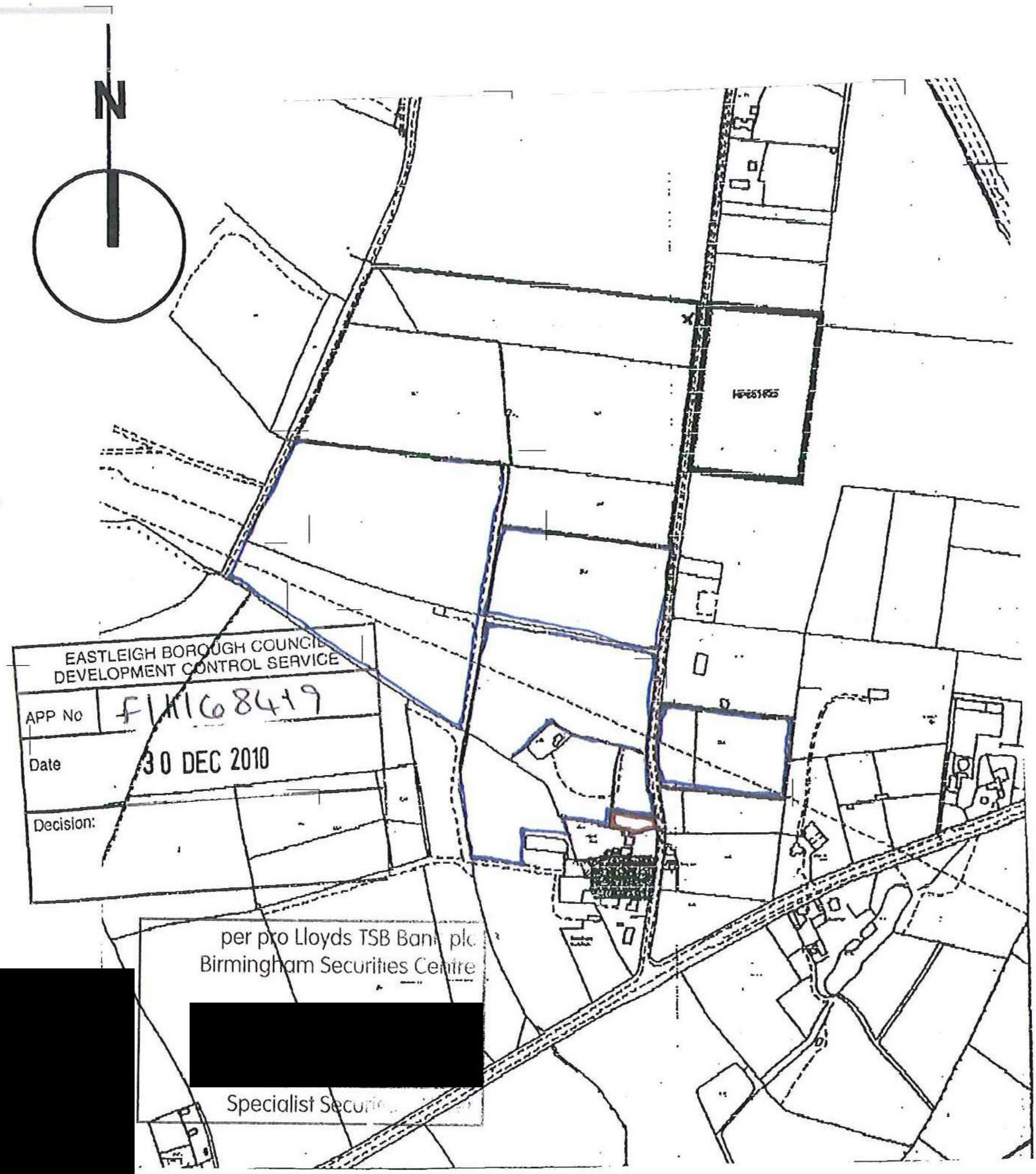
5.2 Nine hundred and eighty eight pounds ninety three pence (£988.93) towards the Off-site Public Open Space & Play Provision index linked as hereinafter specified

5.3 One thousand eight hundred and fifteen pounds forty seven pence (£1,815.47) towards the District Park/Playing Field index linked as hereinafter specified

5.4 Three hundred and twenty four pounds fifty four pence (£324.54) towards the Local Green Space index linked as hereinafter specified

5.5 One hundred and eleven pounds sixty five pence (£111.65) towards the Wildlife Sites index linked as hereinafter specified

5.6 Five thousand four hundred and fifty seven pounds (£5,457.00) towards the Sustainable Transport index linked as hereinafter specified



ROBERT C TUTTON Dip. Arch, (Hammersmith)., M.Sc (Strath)., M.R.T.P.I., F.F.B.

High Oak 19 Wesley Road Colehill WIMBORNE Dorset BH21 2PG . tel : (01202) 886361 fax :(01202) 842488 .

PROPOSED DETACHED AGRICULTURAL WORKERS DWELLING AND GARAGE AT GLEN FARM STROUDWOOD LANE UPHAM HAMPSHIRE

Location plan

Mr R Emery and Miss K Hill

scale : 1:2500 date : December 2010 drwg no: 10/870/1

ETL

Glen Farm

Wyvern
Cottage

Slurry pit

per pro Lloyds TSB Bank plc
Birmingham Securities Centre

[redacted]

Specialist Securities Limited

[redacted]

Hollowell

The Cottage

Stroudwood

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EASTLEIGH BOROUGH COUNCIL

Title:

Scale:
1:1000

Map Ref:
SU5119SW

Date:
01/03/2012

N

6. Indexation

6.1 The payments to be made pursuant to Clause 5.1 to 5.5 (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

6.3 The payment to be made pursuant to Clauses 5.6 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.

7. Costs

7.1 On completion of this Deed the Owners hereby agree to pay the Council's reasonable legal costs together with all disbursements incurred in connection with the preparation completion and registration of this Deed

7.2 On completion of this Deed the Owners hereby agree to pay the Council's Administration and Monitoring Fee in connection with this Deed

8. 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

9. Consent

The Mortgagee hereby consents to the completion of this Undertaking and acknowledges that from the date hereof the Site shall be bound by the covenants restrictions and stipulations contained herein

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

EXECUTED and delivered as a DEED by

the said ROSS EDWARD EMERY

(Signature) [redacted]

in the presen[redacted]

(Print name)

(Signature)

(Address of witness) The Square
Bishops Waltham
Southampton SO32 1[redacted]
~~DX 139283~~
~~BISHOPS WALTHAM~~

(Occupation of witness) [redacted]

SOLICITOR

EXECUTED and delivered as a DEED by

the said KATHERINE LAURA HILL

(Signature) [redacted]

in the presence o[redacted]

(Print name)

(Signature)

(Address of witness) [redacted]
Bishops Waltham
Southampton SO32 1
~~DX 139283~~
~~BISHOPS WALTHAM~~

(Occupation of witness) [redacted]

SOLICITOR

EXECUTED and delivered as a DEED by

LLOYDS TSB BANK PLC

SIGNED AS A DEED

BY PHILLIP JOHN SPURRIER
as authorised signatory for
Lloyds TSB Bank plc

[redacted]

[redacted]