DATED 19th June 2014

MARCO TEAGUE & CLAIRE LOUISE TEAGUE

and

BARCLAYS BANK PLC

UNILATERAL UNDERTAKING

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

relating to the
proposed development at
143 Passfield Avenue, Eastleigh, SO50 9NH

THIS UNDERTAKING is made the 19th day of June Two thousand and fourteen

By:

1. Parties

1.1 Marco Teague of 143 Passfield Avenue, Eastleigh Hants and Claire Louise Teague of 79 Meon Crescent, Chandlers Ford, Eastleigh, Hants SO53 2PA (The Owners)

1.2 Barclays Bank PLC of UK Banking Service Centre, PO Box 299, Birmingham B1 3PF (The Mortgagee)

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 15th October 2013 for planning permission (reference number F/13/73438) for the development of the site by the construction of single storey rear extension, internal alterations & associated parking to the rear following demolition of existing outbuilding

2.1.6 "Development" means the development 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 143 Passfield Avenue, Eastleigh, SO50 9NH aforesaid shown edged red on the Plan

2.1.10 "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

2.1.11 "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. Recitals

3.1 The Owners are the owners of the freehold of 143 Passfield Avenue, Eastleigh, SO50 9NH which is registered at HM Land Registry under title number HP170399 subject to a Charge in favour of the Mortgagee and dated 7th March 2007 and registered as Entry Number 2 of the Charges Register of the said Title Number HP170399

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 Owners 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 Owners enter 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 Owners 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 7 (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. Sustainable Integrated Transport Contribution

The Owners covenant 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 Twelve thousand one hundred and forty four pounds (£12,144.00) towards the Sustainable Integrated Transport index linked in accordance with Clause 6.4 as hereinafter specified and the Owners hereby acknowledges the County Council's power to enforce the terms of this Clause 6 against the Owners

6. Indexation

6.1 The payment to be made pursuant to Clause 5 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 (£350.00) 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 fee (£350.00) 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 MARCO TEAGUE

(Signature) [redacted]

in the presence of
(Print name) [redacted]

(Signature)

(Address of w
OAKPARK
EASTLEIGH FAIR OAK

(Occupation of witness)
SHOP MANAGER.

EXECUTED and delivered as a DEED by

the said CLAIRE LOUISE TEAGUE

(Signature) [redacted]

in the presence of
(Print name) [redacted]

(Signature)

(Address of wit [redacted]

(Occupation of witness) GENERAL PRACTITIONER

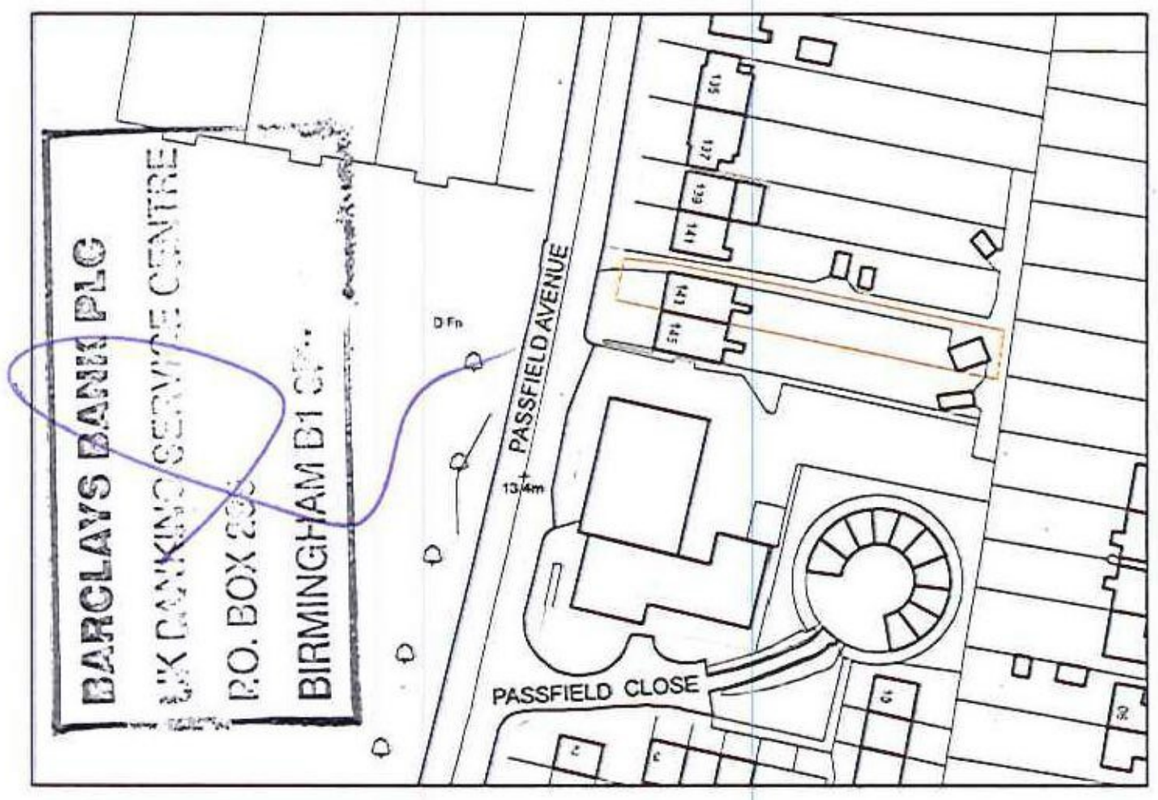
EXECUTED and delivered as a DEED by

BARCLAYS BANK PLC [redacted]

Signed as a deed
By Yasmi Roberta Glynn Roberts
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of

Name [redacted] Si [redacted]

DATE [redacted]



1 PLAN

LOCATION PLAN SCALE 1: 1250



2 PLAN

AERIAL VIEW OF SITE AND SURROUNDINGS SCALE 1: 1250

Ordnance Survey Data provided by emapsite

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Site Address
143 Passfield Avenue
Eastleigh
Hampshire SO50 9NH

Site Area indicated within red boundary line
454m² | 0.045 Hectares | 0.11 Acres

LOCAL AUTHORITY | EASTLEIGH BOROUGH COUNCIL

SCALE

0m 12.5 25 62.5 125

[redacted]

PLANNING

Client
Mr and Mrs Teague

Project
143 Passfield Avenue | Eastleigh | Hampshire

Drawing title
Location Plans

Revisions

P1	Planning Application Submission	05.10.13

ApplebyArchitects
3 Waterfrets Cottages ,Burnt House Lane
Langton Green | Tunbridge Wells | TN3 0JR

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PLANNING

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File reference	
13049/01	
Drawn by	Date drawn
NA	OCT 13
Checked by	Date checked

Scale at A3	Project number	Drawing number	Revision
1:1250	13049	001	P1

By this POWER OF ATTORNEY made by deed on 4 March 2014, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London, E14 5HP (the "Company") APPOINTS:

YASMI ROBERTA GLYNN ROBERTS
MANAGER
SPECIALIST SUPPORT TEAM
Credit Product Operations
One Snowhill
Queensway
Birmingham
B4 6GB

I certify that this is a true and complete copy of the original [redacted]

FOR BARCLAYS BANK PLC
Name Michelle Gilroy
Job Title Team leader
Date 19th May 2014

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or

2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or

3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or

4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

[redacted] .....
Assistant Secretary
Authorised Sealing Officer

[redacted]