F/10/67975 BOTSS

DATED 27th January 2010

ANDREW NIGEL PAUL MONTGOMERY

and

COVENTRY BUILDING SOCIETY

UNILATERAL UNDERTAKING

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

relating to the
proposed development at
67 Hobb Lane, Hedge End, Southampton, SO30 0GQ

✓AG IDX
✓als
✓Sched
✓Cert dd
✓Anticipated
✓Memo

THIS UNDERTAKING is made the 27th day of January Two thousand and ~~ten~~ eleven

1. Parties

1.1 The Owner: ANDREW NIGEL PAUL MONTGOMERY of 67 Hobb Lane, Hedge End, Southampton SO30 0GQ

1.2 The Mortgagee: COVENTRY BUILDING SOCIETY of Economic House, PO Box 9, High Street, Coventry CV1 5QN

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 1st October 2010 for planning permission (reference number F/10/67975) for the development of the site by the construction of detached chalet bungalow with new access, following demolition of side extension

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 67 Hobb Lane, Hedge End, Southampton, SO30 0GQ 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

2.1.10 "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

2.1.11 "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

2.1.12 "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 Owner is the leasehold owner of 67 Hobb Lane, Hedge End, Southampton, SO30 0GQ which is registered at HM Land Registry under title number HP702971 subject to a Charge in favour of the Mortgagee dated 16th November 2009 and registered as Entry Number 2 of the Charges Register of the said Title Number HP702971 and the freehold owner of land adjacent to 67 Hobb Lane, Hedge End, Southampton, SO30 0GQ which is registered at HM Land Registry under title number HP110662 subject to a Charge in favour of the Mortgagee dated 16th November 2009 and registered as Entry Number 3 of the Charges Register of the said Title Number HP110662

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 Council has not determined the Application and the Owner enters into this obligation to the extent that any objections by the Council to grant the 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 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 One thousand three hundred and eighty pounds (£1,380.00) towards the Community Infrastructure index linked as hereinafter specified

5.2 Seven hundred and twenty five pounds five pence (£725.05) towards the Off-site Public Open Space & Play Provision index linked as hereinafter specified

5.3 Three thousand seven hundred and forty five pounds (£3,745.00) towards the Sustainable Transport index linked as hereinafter specified

6. Indexation

6.1 The payments to be made pursuant to Clause 5.1 and 5.2 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

6.2 The payment to be made pursuant to Clauses 5.3 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 September 2007

7. Costs

7.1 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

7.2 The Owner hereby agrees 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 ANDREW NIGEL PAUL MONTGOMERY

[redacted]

in the presence of NICHOLAS KEATLEY



7 HEDLEY GARDENS, HEDGE END, SOUTHAMPTON, SO30 2WT.

ARCHITECT.

EXECUTED and delivered as a DEED by

COVENTRY BUILDING SOCIETY



ANDREW. N. P. MONTGOMERY

NICHOLAS KEATLEY. WITNESS