DATED **15** 20

 **1**

and

 **1**

UNILATERAL UNDERTAKING

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

relating to the

proposed development at

 **2**

THIS UNDERTAKING is made the **15** day of **15** Two thousand and **15**

1. Parties
	1. The Owner **3**
	2. The Mortgagee **3**
2. Definitions and Interpretation
	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 by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

2.1.4 "Deed" means this Deed

2.1.5 "Application" means the application dated **4** for planning permission (reference number **4** ) for the development of the site by the construction of **4**

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 **5** aforesaid shown edged red on the Plan

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 “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 “Public Art” means a contribution towards the provision of public art within the locality of the Site

2.1.16 “Sustainable Transport” means a contribution in respect of the Road Traffic Reduction Act 1997 and the Road Traffic Reduction (National Targets) Act 1998 within the locality of the Site

2.1.17 “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

2.1.18 “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 owner of the freehold of **6** which is registered at the Land Registry under title number HP **6** subject to a Legal Charge in favour of the Mortgagee and dated **6** and registered as entry number **6** of the Charges Register of the said title number HP **6**

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 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 **7** (£ **7** ) towards the Community Infrastructure index linked as hereinafter specified

5.2 **7** (£ **7** ) towards the Off-site Public Open Space & Play Provision index linked as hereinafter specified

5.3 **7** (£ **7** ) towards the District Park/Playing Field index linked as hereinafter specified

5.4 **7** (£ **7** ) towards the Local Green Space index linked as hereinafter specified

5.5 **7** (£ **7** ) towards the Wildlife Sites index linked as hereinafter specified

5.6 **7** (£ **7** ) towards the Public Art index linked as hereinafter specified

5.7 **8** (£ **8** ) towards the Sustainable Transport 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 the sum of **8** (£ **8** ) towards the Sustainable Integrated Transport index linked in accordance with Clause 7.4 as hereinafter specified 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 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 Office for National Statistics 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 5.6 hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index (excluding Mortgages) maintained by the Office for National Statistics 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 November 2007

7.3 The payment to be made pursuant to Clauses 5.7 hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index maintained by the Office for National Statistics 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.

7.4 The payment to be made pursuant to Clauses 6 hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index maintained by the Office for National Statistics 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

9. Rights of Third Parties

Save as expressly provided in this Deed, any person who is not a party to this Deed shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed

1. 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 **1**

*(Signature)*

in the presence of

*(Print name)*

*(Signature)*

*(Address of witness)*

*(Occupation of witness)*

EXECUTED and delivered as a DEED by

the said **1**

*(Signature)*

in the presence of

*(Print name)*

*(Signature)*

*(Address of witness)*

*(Occupation of witness)*

EXECUTED and delivered as a DEED by

 **1**