

THIS DEED is made the

day of

202[ ] BY

**John Howard Sandon-Allum and Jane Alexandra Babington Sandon-Allum of 20 Westminster Road, Poole, BH13 6JN** ([hereafter collectively referred to as] the “**Owner**”)  
in favour of

**BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of BCP Civic Centre, Bourne Avenue BH2 6DY (“**Council**”)

## Background

- 1 The Owner is the freehold owner of the Property in respect of which the Application has been submitted to the Council.
- 2 The Council is the local planning authority for the purposes of the Act for the area within which the Property is situated.
- 3 The Owner enters into this Deed in order to address the financial contributions as identified below required in accordance with relevant plans and policies of the Council for purposes attributable to development pursuant to the Application.

## Terms:

### 1. Interpretation

The following definition and rules of interpretation apply in the deed.

#### 1.1 Definitions

##### the Act

the Town & Country Planning Act 1990

##### Application

an application for planning permission registered by the Council under reference number APP/[REDACTED].

##### [Harbour SAMMs Contribution Poole only

the sum of six hundred and fifty four pounds (£654.00) Index Linked plus an administrative fee of thirty two pounds and seventy pence (£32.70) to be paid by the Owner towards strategic access, management and monitoring (SAMMs) to avoid or mitigate against any adverse effect of the development on Poole Harbour in accordance with the Poole Harbour Recreation Mitigation Supplementary Planning Document 2019-2024 and policies PP32 and PP39 of the Local Plan.]

##### Heathland SAMMs Contribution

the sum of one thousand eight hundred and thirty two pounds (£1,832) Index Linked plus an administrative fee of ninety one pounds and sixty pence (£91.60) to be paid by the Owner towards strategic access, management and monitoring (SAMMs) to avoid or mitigate against any adverse effect of the development on the Dorset Heathlands in accordance with the Dorset Heathlands Planning Framework Supplementary Planning Document 2020-2025.

##### Index Linked

increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B)

where:

A= the figure for the Retail Prices Index that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index that applied when the index was last published prior to the date of this Agreement.

The Poole Local Plan (Adopted November 2018 )]

<b>Property</b>	the land and property situate at and known as 329 Sandbanks Road, Poole, Dorset as is registered at the Land Registry under title number DT245700 which is shown edged red on the Plan
<b>Plan</b>	the plan attached to this deed.
<b>Planning Permission</b>	the grant of planning permission for the Development if granted by the Council in respect of the Application
<b>the Retail Price Index</b>	the United Kingdom fiscal annualised retail prices index as published by the Office for National Statistics or any successor organisation

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires:
- 1.4.1 words in the singular shall include the plural and in the plural shall include the singular;
- 1.4.2 a reference to one gender shall include a reference to the other genders; and
- 1.4.3 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to:
- 1.5.1 the Owner shall include the Owner's personal representatives, successors and permitted assigns; and
- 1.5.2 the Council shall include the successors to its statutory functions.
- 1.6 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. Statutory Provisions**

- 2.1 This deed is entered into pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants within this deed are planning obligations for the purposes of section 106 of the Act.
- 2.3 This deed shall come into effect upon the date hereof.
- 2.4 The obligations are enforceable by the Council in accordance with section 106 of the Act.

## **3. Covenants with the Council**

The Owner covenants with the Council to pay to the Council on or before the date of this deed:

- 3.1 the Heathland SAMMS Contribution; and
- 3.2 the Harbour SAMMs Contribution; and
- 3.[2/3] the sum of £150 towards the Council's reasonable and proper legal costs and disbursements incurred in connection with the preparation and registration of this deed

## **4. Determination of deed**

This deed shall be determined and have no further effect if the Planning Permission:

- (a) is refused; or
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge; or
- (d) expires prior to implementation of the Planning Permission in accordance with section 56(4) of the Act.

## **5 General**

The Owner acknowledges that:

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

5.2 This deed does not confer nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

5.3 This deed is governed by and interpreted in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SIGNED AS A DEED** by

**John Howard Sandon-Allum** in the presence

of:

Witness:

Name:

Address:

Occupation:

**Jane Alexandra Babington Sandon-Allum** in

the presence of:

Witness:

Name:

Address:

Occupation

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number DT245700

Edition date 17.09.2020

- This official copy shows the entries on the register of title on 27 NOV 2023 at 12:04:55.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Nov 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

## A: Property Register

This register describes the land and estate comprised in the title.

BOURNEMOUTH, CHRISTCHURCH AND POOLE

- 1 (15.12.1925) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 329 Sandbanks Road, Poole (BH14 8HZ).
- 2 (02.03.2006) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (17.09.2020) PROPRIETOR: JOHN HOWARD SANDON-ALLUM and JANE ALEXANDRA BABINGTON SANDON-ALLUM of 20 Westminster Road, Poole BH13 6JN.
- 2 (03.07.1997) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (21.03.2019) The value stated as at 21 March 2019 was £675,000.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Transfer of the land in this title and other land dated 25 July 1923 made between (1) The Right Honourable Ivor Churchill Viscount Wimborne and (2) John James Joass and Mary Widdicombe Joass contains restrictive covenants.  
  
*NOTE: Original filed under P4017.*
- 2 The land is subject to the rights reserved by the Transfer dated 25

## C: Charges Register continued

July 1923 referred to above.

- 3 A Transfer dated 7 December 1925 made between (1) John James Joass and Mary Widdicombe Joass (Vendors) and (2) William Compton Bayne (Purchaser) contains the following covenants:-

"And the Purchaser doth hereby for himself his heirs executors administrators and assigns and all future owners and tenants of the said land or any part thereof and to the intent and so as to bind the said land into whosoever hands the same may come covenant with the Vendors and theirs and assigns the owner or owners for the time being of the adjoining land of which the land hereby transferred and conveyed forms part to observe and perform the restrictive and other conditions set out in the Schedule hereto

THE SCHEDULE before referred to

1. To maintain forever hereafter suitable boundary walls or fences not less than three feet six inches or more than four feet high to the land hereby conveyed on the side fronting the road and on the sides marked with a "T" on the plan.
2. Beyond the buildings already erected no building of any kind shall be erected upon the land hereby conveyed without the consent in writing of the Vendors their heirs and assigns except that the Purchaser may erect a garage on the said land subject to the position and design of such garage being first approved by the Vendors which approval shall not be unreasonably withheld.
3. Not to dig or remove or permit to be dug or removed on or from the land hereby conveyed any turf stone gravel clay or soil except what may be necessary in excavating the foundation of any building which may be erected thereon or in levelling the site for a garden
4. No building erected or to be erected on the land hereby conveyed shall at any time be used for any other purpose than as a private dwellinghouse or professional man's residence with garage and outbuildings belonging thereto and no part of the said land which is not built upon shall be used otherwise than as an ornamental or kitchen garden
5. No trade manufacture or business of any kind shall at any time be set up or carried on in or upon the said land nor shall any act deed or thing be done on the said land or in or upon any building thereon which may be or grow to be an annoyance nuisance damage or disturbance to the Vendors their heirs or assigns or the owner or tenant of any adjoining land."

NOTE: The 'T' mark referred to is reproduced on the filed plan.

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

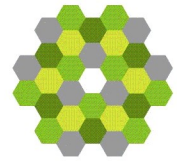
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 27 November 2023 shows the state of this title plan on 27 November 2023 at 12:04:55. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Weymouth Office .

# HM Land Registry Official copy of title plan

Title number **DT245700**  
Ordnance Survey map reference **SZ0489NW**  
Scale **1:1250**  
Administrative area **Bournemouth,  
Christchurch and Poole**



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