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DATED

1st December

2015

(1) WINCHESTER CITY COUNCIL

(2) TAYLOR WIMPEY UK LIMITED

FIFTH SUPPLEMENTAL AGREEMENT AND
PLANNING OBLIGATION

Made under section 106 of the Town and Country Planning Act 1990

Relating to land at Old Park Farm Hambledon Road Winchester

(West of Waterlooville Major Development Area)

Taylor Wimpey UK Limited

Colvedene Court

Wessex Business Park

Colden Common

SO21 1WP

(Ref:TWSC/MD/KVM/Waterlooville Phase 5)

THIS AGREEMENT is made the

1st

day of

December

2015

BETWEEN

- (1) **WINCHESTER CITY COUNCIL** of City Offices Colebrook Street Winchester Hampshire SO23 9LJ ("Winchester")
- (2) **TAYLOR WIMPEY UK LIMITED** (Company Registered Number 01392762) whose registered office is situated at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("Taylor Wimpey")

WHEREAS

1. By a Principal Agreement dated 20 December 2007 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) and Laing Homes Limited (5) (as varied by subsequent agreements) the parties thereto covenanted to observe and perform certain covenants and obligations in respect of land at Old Park Farm Hambledon Road Winchester (comprising part of the West of Waterlooville Major Development Area)
2. By the First Supplemental Agreement dated 7 December 2012 and made between Hampshire county Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (5) and The Swaythling Housing Society Limited (6) the parties thereto agreed inter alia to vary the provisions of the Principal Agreement so as to apply the provisions of the Principal Agreement to the development authorised by the Second Planning Permission (as defined therein)
3. By the Second Supplemental Agreement dated 4 July 2013 and made between Hampshire county Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (the parties thereto agreed inter alia to vary the provisions of the Principal Agreement and the First Supplemental Agreement so as to apply the provisions of the Principal Agreement to the development authorised by the Third Planning Permission (as defined therein)
4. By the Third Supplemental Agreement dated 8th November 2013 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (the parties thereto agreed inter alia to vary the provisions of the Principal Agreement and so as to revise the definition of "Excluded Disposition" and revise the requirements so as to limit the liability under the Principal Agreement (as varied) of a Registered Social Landlord who acquires Affordable Housing Land (as defined therein)
5. By the Fourth Supplemental Agreement dated 22 May 2015 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (5) Guinness Partnership Limited (6) the parties thereto agreed inter alia to vary the provisions of the Principal Agreement as so as to revise various trigger points contained in covenants which give rise to Contributions and to vary the financial security provisions required of the Developer to protect the delivery of the Residential Travel Plan and the Workplace Travel Plan (as defined therein) and to apply the

provisions of the Principal Agreement to the development authorised by the Fourth Planning Permission

6. It is agreed by the parties that as from the date of this agreement the Affordable Housing Units at Phase 5 at the Wimpey Site shall be provided in the tenure and size mix as shown on the Affordable Housing Distribution Plan attached (Appendix 1) and to apply a new form of tenure for Affordable Housing to the units shown as "Rent".

NOW THIS DEED WITNESSES AS FOLLOWS:

PRELIMINARY AND RECITALS

A Definitions

A.1 Words and phrases used in this Deed are defined at Clause 1.1 Save as otherwise provided words and phrases in this Deed shall have the meanings contained in the Principal Agreement

B Purpose of Deed

B.1 This Deed is supplemental to and varies certain of the obligations contained in the Principal Agreement as varied by the First Supplemental Agreement the Second Supplemental Agreement the Third Supplemental Agreement and the Fourth Supplemental Agreement

B.2 This Deed is being entered into to identify the distribution and tenure of the affordable housing for Phase 5 at the Wimpey Site

C Statutory Authorities

C.1 The County Council of Winchester is for the purposes of Sections 106 and 106A of the Act the Authority which can enforce the terms of this Agreement

C.2 This Deed is made pursuant to the provisions of Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 and all other powers enabling

D Planning

D.1 This Deed is supplemental to the Principal Agreement the First Supplemental Agreement the Second Supplemental Agreement the Third Supplemental Agreement and the Fourth Supplemental Agreement which are varied by the provisions of the Deed

E Land Ownership

E1 Taylor Wimpey have made various disposals of land within the Wimpey Site but remains in control of and is developing the Wimpey Site

DEFINITION AND INTERPRETATION

1.1 In this Undertaking (including the Recitals) the following expressions shall have the following meanings:

"Affordable Housing Distribution" means the plan identifying the distribution and tenure of

Plan"	affordable housing units at Phase 5 shown tinted green and blue on Dwg No UP00029-4-G annexed at Appendix 1
"Principal Agreement"	means an agreement dated 20 December 2007 and made between Hampshire Council, Winchester City Council, The Council of the Borough of Havant, Taylor Wimpey UK Limited and Laing Homes Limited in respect of the Wimpey Site as varied by the First Supplemental Agreement the Second Supplemental Agreement the Third Supplemental Agreement and the Fourth Supplemental Agreement
"First Supplemental Agreement"	means an agreement dated 7 December 2012 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (5) and the Swaythling Housing Society Limited (6)
"Second Supplemental Agreement"	means an agreement dated 4 July 2013 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (5)
"Third Supplemental Agreement"	means an agreement dated 8 November 2013 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (5)
"Fourth Supplemental Agreement"	means an agreement dated 21 May 2015 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) Laing Homes Limited (5) Guinness Partnership Limited (5)
"Fifth Supplemental Agreement"	means this agreement
"Phase 5"	means residential development comprising 103 no. dwellings with associated on-site infrastructure on land at Old Park Farm Waterlooville pursuant to the Fourth Planning Application

1.2 The definitions contained in the Principal Agreement apply unless the context otherwise requires

1.3 The provisions of this Deed shall unless the context otherwise requires be construed as follows:

1.3.1 Words importing one gender shall include all other genders

1.3.2 The singular includes the plural and vice versa

- 1.3.3 Reference to a statute includes any amendment, modification, extension consolidation or re-enactment of it and any statutory instrument, regulation or order made under it which is for the time being in force
- 1.3.4 References to any "Clause" or "Sub-Clause" (or any part of them) shall (unless the context otherwise requires) be references to a Clause Sub-Clause(or any part of them) of this Deed
- 1.3.5 Headings to clauses of this Deed do not affect the interpretation or construction of this Deed

2. EFFECT OF AGREEMENT

2.1 The covenants restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by Winchester as local planning authority against the Developer and its successors in title from the date hereof

2.2 This Deed also varies and supplements certain of the provisions of the planning obligations contained in the Principal Agreement (as varied by the First Supplemental Agreement the Second Supplemental Agreement the Third Supplemental Agreement and the Fourth Supplemental Agreement)

2.3 the Principal Agreement shall from the date of this Agreement take effect as if the amendments in this Agreement were contained in the Principal Agreement when it was executed

3. LAND BOUND AND ENFORCING AUTHORITY

3.1 The benefit of this Agreement and the amendments which it contains are intended to benefit all parties who have acquired or will acquire land within the Wimpey Site (Phase 5 only) whether before or after the date of this Agreement and their successors in title and mortgagees and chargees

3.2 Taylor Wimpey agrees and acknowledges that (notwithstanding the disposal by Taylor Wimpey and/or Laing of parts of the Wimpey Site) it remains liable under the Principal Agreement (as amended by the First Supplemental Agreement the Second Supplemental Agreement the Third Supplemental Agreement and the Fourth Supplemental Agreement and this Fifth Supplemental Agreement)

4. LOCAL LAND CHARGE REGISTRATION

4.1 This Deed is registrable by Winchester as a local land charge in the Register of Local Land Charges kept by Winchester

5. THE DEVELOPER'S COVENANTS

5.1 The Developer for itself and its successors in title to the Wimpey Site and each and every part of it hereby covenants in favour of Winchester to observe and perform and abide by the obligations restrictions limitations and covenants contained in this Deed

2. Other Variations

Where a defined term which is amended in 1.3 above appears in the Principal Agreement it shall be deemed to include a reference to the amended defined term as set out in 1.3 above.

3 Affordable Housing

3.1 Additional Clauses 6.43 shall be added as follows:-

"Affordable Rented Units

6.43 In respect of Phase 5 of the Development, the provision of Affordable Housing Units as required by this agreement may be met by the provision of Affordable Rented (Phase 5) Units as Affordable Housing Units and from the date of the Fifth Supplemental Agreement the plan and schedule annexed to the approved Affordable Housing Phase Strategy for Phase 5 shall be Dwg No UP00029-4-G annexed within the Fifth Supplemental Agreement at Appendix 1.

3.2 The following minor amendments shall also be made:-

3.2.1 Clause 6.2 (as amended by the First Supplemental Agreement) shall be further amended by inserting the following words before the words "and the balance shall be":-

" and except in respect of Phase 5 only where no less than 50% shall be Affordable Rented (Phase 5) Units".

3.2.2 Clause 6.8 shall be deleted and replaced as follows

"6.8 The costs to an occupier of an Intermediate Affordable Housing Unit shall meet the requirements of an affordability test ("the Affordability Test" as follows:-

that at first sale the total housing costs (to include mortgage, rent and service/management charges) payable by the occupant(s) of all Intermediate Affordable Housing Units shall not average more than whichever is the lesser of:-

- (1) 30% of the median gross household income or;
- (2) 45% of the net income

of those applicants on the Help to Buy Agency for Hampshire and the Isle of Wight's (or other successor body's) housing register applying for Shared Ownership Units or Shared Equity Units or Intermediate Affordable Housing Units and for the purpose of calculating the median incomes the bottom

10% of those on the appropriate housing register shall be excluded (and for the avoidance of doubt this shall not prevent Registered Providers from disposing/letting of properties to specific eligible persons in accordance with their normal affordability criteria)

Appendix 1

Affordable Housing Distribution Plan (Phase 5 only)



Key

- Planning Application Boundary
- Land to be transferred to RSL

Affordable Tenure

- Shared Ownership
- Rent

Housing Mix

- 1 Bed Apartment. (2 bedspaces)
- 2 Bed Apartment. (3 bedspaces)
- 2 Bed Apartment. (4 bedspaces)
- 2 Bed House. (4 bedspaces)
- 3 Bed House. (5 bedspaces)
- 3 Bed House. (5 bedspaces / Disabled)

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Notes: Contractors are not to scale from this drawing. All dimensions to be checked on site and any discrepancies, ambiguities and/or omissions between the drawing and information given in the contract must be reported to the office. If in doubt, ask.

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Client:

Taylor Wimpey

Project:

Old Park Farm
Phase 5

Sheet Title:

Affordable Housing
Distribution Plan

Date:

17-06-13

Scale:

1:500@A1

Drawn:

CHX

Dwg No:

UP00023-4-G



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EXECUTED as a DEED by affixing the

COMMON SEAL of WINCHESTER CITY

COUNCIL in the presence of:-



Head of Legal and Democratic Services

Planning Information

Scholar

Authorised Signatory

9494

EXECUTED as a DEED by TAYLOR WIMPEY

UK LIMITED acting by its attorneys in

the presence of:-



KAREN MURPHY, FCILEX
COLVEDENE COURT, WESSEX
BUSINESS PARK, COLDEN
COMMON, HANTS SO21 1WP



MICHAEL DORE
ATTORNEY

BELINDA FERRETT
ATTORNEY

