

SCHEDULE 6

Miscellaneous Covenants

The Owners and the Developer covenant as follows

1 COMMENCEMENT OF DEVELOPMENT

To give to the Council and the County Council not less than ten Working Days written notice of

- (i) Commencement of Development; and
- (ii) The first Occupation of a Dwelling on the Land

2 SUBMISSION OF DOCUMENTS

To provide when submitting documents or details to the Council or the County Council pursuant to the Schedules of this Agreement a reference to the Planning Permission, the date and parties to this Agreement, and the paragraph and Schedule under which approval is sought, together with a statement of the date by which a decision must be given by the Council or the County Council

3 OPEN SPACE AND LAP

- 3.1 Not to Occupy more than 75 Dwellings until the First Phase Open Space Land shall have been completed and made available for use in accordance with the details approved in writing by the Council
- 3.2 Not to Occupy more than 200 Dwellings until the LAP and Open Space Land shall have been completed and made available for use in accordance with the details approved in writing by the Council save that that the Owners shall be entitled to set up and use a compound area within the Open Space Land (such compound area not to exceed more than 5% of the Open Space Land) for use and storage of materials during the construction of the Development and, for the avoidance of doubt, the Owners shall be entitled to Occupy more than 200 Dwellings if the LPA and Open Space Land shall have been completed save in respect of such compound area.
- 3.3 To include in any transfer or lease of the LAP and Open Space Land covenants to restrict the use of the LAP and Open Space Land for the purposes of public recreation by the owners-occupiers of the Dwellings and by the public at large and to ensure future access for the public to the Open Space Land in perpetuity save that where such transfer or lease is to the Land Trust the use of the LAP and Open Space Land shall also be used for the delivery of the Land Trust's charitable objectives

4 PERMISSIVE PATHS

- 4.1 Not to Occupy or permit Occupation of a Dwelling until the Permissive Paths serving that Dwelling have been laid out, constructed and made available for use in accordance with the details approved by the Council in writing allowing safe pedestrian movement between that Dwelling and the existing pedestrian infrastructure on Havant Road

- 4.2 To ensure that the Permissive Paths following construction are available for use by owner-occupiers of the Dwellings and the public at large and to include in any transfer or lease of the Permissive Paths covenants requiring the Permissive Paths to be made and kept available for use by the public in perpetuity.

5 ALLOTMENT LAND

- 5.1 Not to Occupy or permit Occupation of more than 75 dwellings until the Allotment Land has been constructed and laid out in accordance with the details approved in writing by the Council and made available for use as private Allotments.
- 5.2 Not to use or permit the use of the Allotment Land for any purpose other than for use as private Allotments in accordance with the Planning Permission.

6 COMMUNITY ORCHARD

- 6.1 Not to Occupy or permit Occupation of more than 75 dwellings until the Community Orchard has been planted and laid out in accordance with the details approved in writing by the Council.
- 6.2 Not to use or permit the use of the Community Orchard other than for that purpose and in accordance with the Planning Permission save that where the Owners of the Community Orchard is the Land Trust the Community Orchard shall also be used for the delivery of the Land Trust's charitable objectives.

SCHEDULE 7

Wintering Bird Mitigation Area

The Owners covenants with the Council as follows:

1. WINTERING BIRD MITIGATION AREA WORKS

- 1.1 Not to Commence or permit Commencement of Development until
 - 1.1.1 the Wintering Bird Mitigation Area Creation Strategy has been submitted to and approved in writing by the Council;
 - 1.1.2 the Council has notified the Owners in writing that it is satisfied that the works required to be completed prior to Commencement of Development to create the Wintering Bird Mitigation Area have been completed in accordance with the approved Wintering Bird Mitigation Area Creation Strategy; and
 - 1.1.3 the Wintering Bird Mitigation Area Management Plan has been submitted to and approved in writing by the Council
- 1.2 Not to Occupy or permit Occupation of any Dwelling until the works required to be completed prior to Occupation to create the Wintering Bird Mitigation Area have been completed in accordance with the approved Wintering Bird Mitigation Area Creation Strategy.
- 1.3 Not to Occupy or permit Occupation of more than 100 Dwellings until the approved Wintering Bird Mitigation Area Creation Strategy has been fully implemented.

2. MANAGEMENT OF WINTERING BIRD MITIGATION AREA

- 2.1 To maintain the Wintering Bird Mitigation Area in accordance with the approved Wintering Bird Mitigation Area Management Plan.
- 2.2 Not to use or permit the use of the Wintering Bird Mitigation Area for any purpose other than for
 - 2.2.1 the purpose described in this Agreement and in accordance with the Wintering Bird Mitigation Area Management Plan; or
 - 2.2.2 such other ecological purposes that the Council (acting reasonably) may agree to at its absolute discretion
- 2.3 Not to allow or permit access to the Wintering Bird Mitigation Area other than where access is required for the purposes of fulfilling the requirements of the Wintering Bird Mitigation Area Management Plan

3. TRANSFER OF WINTERING BIRD MITIGATION AREA

- 3.1 Not to Dispose or permit Disposal of any Dwelling until the Wintering Bird Mitigation Area has been transferred either by way of a transfer of the freehold interest or the creation of a long leasehold interest to the Management Body
- 3.2 The transfer of the Wintering Bird Mitigation Area ("Wintering Bird Mitigation Area Transfer") to the Management Body shall include the following terms:

- 3.2.1 the Wintering Bird Mitigation Area shall be sold subject to the entries in the charges register of title numbers HP395664, HP395665 and HP395666, but otherwise free from encumbrances;
- 3.2.2 the Wintering Bird Mitigation Area shall be transferred with full title guarantee;
- 3.2.3 the Wintering Bird Mitigation Area shall be transferred for the consideration of one pound (£1.00);
- 3.2.4 the Wintering Bird Mitigation Area shall be transferred subject to a restrictive covenant in favour of the remainder Land restricting the use of the Wintering Bird Mitigation Area to use in accordance with the Planning Permission; and
- 3.2.5 a positive covenant to regularly maintain the Wintering Bird Mitigation Area including any structures equipment and boundary features erected upon it in accordance with the approved Wintering Bird Mitigation Management Plan in such form as it currently is or in such form as it may subsequently be expressly agreed between the Owners for the time being of the Wintering Bird Mitigation Area and the Council acting reasonably

4. SELECTION OF MANAGEMENT BODY

- 4.1 To use all reasonable endeavours to dispose of (either by way of a freehold transfer or the creation of a long leasehold interest) the Wintering Bird Mitigation Area to the Land Trust.
- 4.2 Not to dispose of (either by way of a freehold transfer or the creation of a long leasehold interest) the Wintering Bird Mitigation Area to any person or body other than the Land Trust or such other Management Body as shall be approved in writing by the Council

5. WINTERING BIRD MITIGATION AREA FUNDING

- 5.1 Not to Dispose or permit Disposal of any Dwelling until the Wintering Bird Mitigation Area Funding has been paid to the Management Body
- 5.2 Not to use the Wintering Bird Mitigation Area Funding otherwise than for the purposes specified in this Agreement.

EXECUTED as a DEED by affixing

THE COMMON SEAL of the COUNCIL OF THE
BOROUGH OF HAVANT

in the presence of:



[Redacted signature]

Authorised Signatory

EXECUTED as a DEED by affixing

THE COMMON SEAL of
HAMPSHIRE COUNTY COUNCIL

in the presence of



[Redacted signature]

Authorised Signatory

Executed as a Deed by MELANIE)

JEAN FLINT in the presence of:)

)
)
)
)

[Redacted signature]

OWNER

Witness

Name:

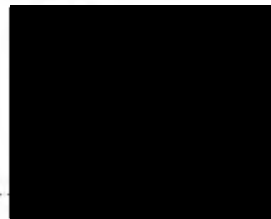
Address:

Occupation:

[Redacted signature]

WITNESS

Executed as a Deed by **STEVEN**)
)
WALTER HAMILTON MASON in the)
)
presence of:



OWNER

Witness

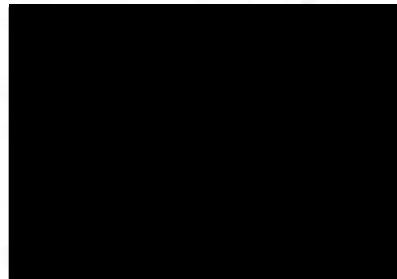


WITNESS

Name:

Address:

Occupation:



Executed as a Deed by **TIMOTHY**)
)
NELSON MASON in the presence of.)
)



OWNER

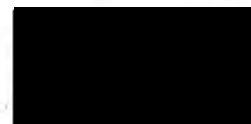
Witness

Name:

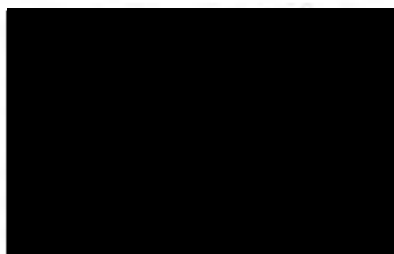


Address:

Occupation:



WITNESS



Signed as a deed (but not delivered until dated) by [Juan David Jover

and []

as attorneys for **BDW TRADING LIMITED**
under a power of attorney dated []
in the presence of:

SIGNATURE OF WITNESS

Name:

Address:

Occupation:

SIGNATURE OF ATTORNEY

as attorney for

SIGNATURE OF WITNESS

Name:

Address:

Occupation:

SIGNATURE OF ATTORNEY

] as attorney for