

DATED this 26th day of October 2016

JACOBS FOREMAN DEVELOPMENTS LIMITED (1)

and

LLOYDS BANK PLC (2)

and

THE COUNCIL OF THE BOROUGH OF HAVANT (3)

DEED OF AGREEMENT

Pursuant to (inter alia)

Section 106 of the Town and Country Planning Act 1990

Relating to land south of Ranelagh Road Havant in Hampshire

Solicitor to the Council
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant, Hampshire
PO9 2AX

THIS DEED is made the 26th day of October 2016
BETWEEN

- (1) JACOBS FOREMAN DEVELOPMENTS LIMITED a company registered in England and Wales with company registration number 04622599 whose registered office is situated at Unit 1 Station Industrial Park Duncan Road Park Gate Southampton SO31 1BX ("the Owner")
- (2) LLOYDS BANK PLC a company registered in England and Wales with company registration number 2065 whose registered office is situated at 25 Gresham Street London EC2V 7HN ("the Mortgagee")
- (3) THE COUNCIL OF THE BOROUGH OF HAVANT of Public Service Plaza, Civic Centre Road, Havant PO9 2AX ("the Council")

WHEREAS

- (A) The Council is the local planning authority for the purposes of Section 106 of the Act for the area in which the Land is situated
- (B) The Owner is the sole registered proprietor of the Land under Title number SH39688 subject only to a charge in favour of the Mortgagee
- (C) The Owner has applied to the Council for planning permission on 14 April 2016 and the application has been given reference number APP/16/00379
- (D) The Council is minded to grant planning permission pursuant to the Application subject to the Owner entering into this Deed

NOW THIS DEED WITNESSETH as follows:

1. LEGAL BASIS

- 1.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.

2. INTERPRETATION

- 2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Agreement

2.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement

2.3 In this Agreement where the context so admits:

2.3.1 words importing one gender shall include all other genders

2.3.2 words importing the singular shall include the plural and vice versa

3. PLANNING OBLIGATIONS

3.1 The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 and are enforceable by the Council

4. LEGAL EFFECT

4.1 With the exception of clause 6.2 this deed is conditional on the grant and issue of the Planning Permission.

5. DEFINITIONS

5.1 In this Agreement the following expressions shall unless the context shall otherwise require have the following meanings:

"Acoustic Fencing" means fencing to be provided within the Land to reduce the impact of noise from sources beyond the Land. The extent of the acoustic fencing is shown for illustrative purposes on Plan 2

"The Act" means the Town and Country Planning Act 1990 as amended.

"Affordable Housing" means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies such that it can be afforded by those whose incomes are insufficient for them to afford adequate housing locally on the open market.

"Affordable Housing Contribution" means the sum of NINETY FOUR THOUSAND AND FORTY THREE POUNDS AND THIRTY PENCE

(£94,043.30) (Index Linked) to be paid towards the provision of Affordable Housing in accordance with the Council's policies and procedures

"Affordable Housing Units" means the Dwellings to be provided as Affordable Housing in accordance with the provisions of this Deed and identified coloured yellow on Plan 2.

"Affordable Rented Units" means those Affordable Housing Units (and associated car parking spaces) provided by Registered Providers and that have the same characteristics as Social Rented Housing except that it is outside of the national rent regime but is subject to other rent controls that require it to be offered to Eligible Persons PROVIDED ALWAYS that rents shall not exceed 80% of the local gross open market rent at the time of each letting and do not exceed the Local Housing Allowance rates unless otherwise agreed in writing with the Council and that rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency

"the Application" means the application submitted to the Council by the Developer given reference number APP/ 16/00379 for the Development

"Commencement of Development" means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act excluding any such operations carried out prior to the issue of the Planning Permission in compliance with any other planning permission and Commence and Commences shall be construed accordingly.

"Common Parts" means the parts of the Land which do not comprise a dwelling or the curtilage of a dwelling and shall without prejudice to the generality thereof include (if any) on-site open space, unadopted roads, communal parking areas, footways, footpaths, landscaped areas,

amenity spaces, SuDS Scheme, and street furniture

"Certificate of Completion" means a certificate of the practical completion of all Development upon the Land approved by the Planning Permission

"Default Interest Rate" Means the rate 4% per annum above the Bank of England Base Rate

"the Development" means the development authorised by the Planning Permission consisting of the erection of 18 Dwellings consisting of 11 No. 3 bedroom houses, 2 No. 2 bedroom houses and 5 No. 2 bedroom flats..

"Dwelling" means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

"Education Contribution" means the sum of EIGHTEEN THOUSAND FIVE HUNDRED AND EIGHTY EIGHT POUNDS (£18,588) (Index Linked) to be paid to the Council towards the provision of additional primary school places at Sharps Copse Primary School

"Eligible Persons" means persons who are unable to afford housing accommodation on the open market within the administrative area of the Council and who are on those registers retained or referred to by the Council from time to time in the discharge of its housing function and the expression "Eligible Person" shall be construed accordingly

"Help to Buy Agent" means the body nominated by the Homes and Communities Agency to be responsible for Low Cost Home Ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing and "Help to Buy Products" shall be construed accordingly

Communities

"Homes and Communities Agency" means the corporate body charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Council's administrative area by any Registered Provider or if such body ceases to exist or is superseded the equivalent body

"Index Linked" means increased in accordance with the following formula such indexation only being applied in circumstances where the RPI at the date of payment stands at a higher level than it did at the date of the Planning Permission for the Development:

$$A \times \frac{C}{B}$$

Where:

A = the contribution amount

B = the last figure published prior to the grant of Planning Permission

C = the last figure published prior to the Commencement of Development

"the Land" means the land edged red on the plan attached hereto

"Low Cost Home Ownership" means Help to Buy products as defined by the Homes and Communities Agency including Shared Ownership (and "Low Cost Homes Ownership Units" shall be construed accordingly)

"Management Company" means a company or other body to be charged with the management of the Common Parts in accordance with paragraphs 2 and 3 of Schedule 2

"Market Housing Units" means Dwellings to be sold on the open market

"Monitoring and Administration Fee" means the sum of FIVE

THOUSAND POUNDS £5000 (Index Linked) being a fee (and to be applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds

"Occupied" means occupation of a Dwelling for the purposes of a residential household (and "Occupy "Occupies" and Occupiers" shall be construed accordingly)

construed

"the Planning Permission" means the planning permission for the Development granted pursuant to the Application and any new planning permission granted subsequently pursuant to any further application under section 73 of the Act in respect of the Planning Permission'

"Plan 1" means the plan attached to this deed marked "Plan 1"

"Plan 2" means the plan attached to this deed marked "Plan 2"

"Registered Provider" means a Registered Provider as registered with the Homes and Communities Agency or any successor body

"RPI" means the Retail Prices Index published by the Office for National Statistics (or any amendment/comparable replacement thereof)

"Shared Ownership" means Affordable Housing Units leased to a lessee who purchases a percentage of the equity of the Affordable Housing Unit and pays a rent in relation to the share of the equity retained by the Registered Provider

"Social Rented Housing" means Rented Housing owned and managed by Local Authorities or Registered Providers for which guideline target rents are determined through the national rent regime but which may also include rented housing owned or managed by other

persons provided under equivalent rental arrangements as agreed with the Local Authority or with the Homes and Communities Agency as a condition of grant

“Solent Recreation Mitigation Project Contribution” means the sum of THREE THOUSAND ONE HUNDRED AND SIXTY EIGHT POUNDS (£3,168.00)) (IndexLinked) being calculated as the sum of £176.00 for each Dwelling in respect of the Special Protection Area mitigation measures delivered through the Interim Solent Recreation Mitigation Strategy

“Staircasing Receipts” means monies receivable by an Affordable Housing Provider arising from the sale (net of reasonable evidenced sale costs) of any further share of the equity or ownership of a Shared Ownership Unit following the first acquisition by the occupier of an interest in the Affordable Housing Unit provided that such a receipt shall be excluded from this definition to the extent to which the Registered Provider is required to pay that receipt to the Homes and Communities Agency or any other person or body pursuant to an arrangement for subsidy in relation to the provision of Affordable Housing Units on the Land

“SuDS Scheme” means a scheme of Sustainable Drainage for the Development in accordance with a specification agreed in writing by the Council and if statutorily empowered to do so by Hampshire County Council

“2013 s.106 Agreement” means the agreement dated 30th July 2013 entered into pursuant to s.106 of the Town and Country Planning Act 1990 made between Orchard Homes & Developments Limited (1) Brockhampton Property Investments Ltd (2) Portsmouth Water Limited (3) the Council of the Borough of Havant (4) and Hampshire County Council (5) in relation to Planning Permission APP/12/00772

6. Covenants to the Council

- 6.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in the Schedule
- 6.2 The Owner covenants with the Council to pay the Council's reasonable legal and technical fees and associated costs incurred in the negotiation preparation and registration of this Deed

7. Liability and Release

- 7.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Land, or the part in respect of which such breach occurs or shall have any statutory or continuing obligation or liability under this deed but without prejudice to liability for any subsisting breach of covenant prior to parting with all of such interest
- 7.2 The obligations in this deed shall cease to have effect if before Commencement of Development, the Planning Permission:
 - (a) expires;
 - (b) is varied or revoked modified or otherwise withdrawn other than at the request of the Owner or
 - (c) is quashed following a successful legal challenge.

8. Local Land Charge

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

9. Interest on late payment

- 9.1 Where any sum or amount has not been paid to the Council by the date on which it is due, the Owner shall pay the Council interest at the Default Interest Rate on that amount for the period from the due date up to and including the date of payment

10. Disputes

- 10.1 If any dispute arises out of this deed, the dispute shall be referred to an

arbitrator appointed jointly by the parties. If the parties cannot agree on the of arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction then equally)

11. No fetter of discretion

- 11.1 Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights powers, discretions and responsibilities

12. No compensation payable

- 12.1 No compensation shall be payable by the Council as a result of the obligations contained in this deed

13. Waiver

- 13.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligations of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions contained in this deed or acting on any subsequent breach or default of this deed.

14. Future Permissions

- 14.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission

15. Reasonableness

- 15.1 Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

16. Non-enforcement

- 16.1 The obligations contained in this Deed shall not be binding upon or enforceable against:
- (a) any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of the supply of electricity, gas, water, drainage telecommunication services or public transport services after the date hereof.
 - (b) Any person to whom the registered social landlord under a lease of a Shared Ownership Unit or shared equity unit or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver
 - (c) Any person who by virtue of the terms of the lease of a Shared Ownership Unit is granted a new lease of that Shared Ownership Unit or any mortgagee of a Shared Ownership Unit or any successor in title of such person or mortgagee
 - (d) Any mortgagee of a Shared Ownership Unit or shared equity unit or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or receiver.
- (b) the individual owners or occupiers of any Dwelling or their mortgagees or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or receiver.

17. Notices

- 17.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address set out above or as otherwise specified by the relevant person by notice in writing to each other person.

18. Rights of Third Parties

- 18.1 No person other than a party to this deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

19. Severance

- 19.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 19.2 If any invalid, unenforceable or illegal provision of this deed would be valid enforceable and legal if some part of it were deleted the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original intention

20. Value added tax

- 20.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 20.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

21. MORTGAGEE'S CONSENT

- 21.1 The Mortgagee hereby consents to the Owner entering into this deed and acknowledges that the Land is bound by the covenants and obligations in this agreement provided that the said covenants shall not be enforceable against the Mortgagee unless it enters the Land as mortgagee in possession of the Land or has appointed a receiver or has exercised its power of sale.

22. COUNTERPART

- 22.1 It is hereby agreed by the parties that this Deed may be executed in any number of counterparts each of which shall be an original but such counterparts shall together constitute one and the same Deed

23. JURISDICTION

- 23.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

SCHEDULE

Covenants to the Council

- 1.1 **Contributions** The Owner covenants to pay to the Council the Affordable Housing Contribution prior to Commencement of Development
- 1.2 The Owner covenants to pay to the Council the Solent Recreation Mitigation Project Contribution prior to Commencement of Development Index Linked in accordance with the figures supplied to the Council by the Solent Recreation Mitigation Partnership
- 1.3 The Owner covenants to pay to the Council on behalf of Hampshire County Council the Education Contribution prior to the Commencement of Development
- 1.4 The Owner covenants to pay the Monitoring and Administration fee to the Council prior to Commencement of Development

Management of the Land

2.1 The Owner covenants not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owner's proposal for an entity to be responsible for the maintenance and management of the Common Parts including following features:

- (i) On site Open Space
- (ii) SuDS Scheme (if unadopted)
- (iii) unadopted roads footpaths cycle ways parking courts and drives
- (iv) any other land that does not form part of any Dwelling

(v) the Acoustic Fencing

such proposals to include full details of the proposed structure and voting rights of the entity (the "Management Company")

2.2 The Owner covenants not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owner's proposal for the maintenance and management of the Common Parts ("the Management Plan") including the following features:

(i) on-site open space

(ii) SUDS Scheme (if unadopted)

(iii) unadopted roads footpaths cycle ways parking courts and drives

(iv) any other land that does not form part of any Dwelling

(v) Acoustic Fencing

2.3 The Owner shall not Occupy or cause or permit Occupation of any Dwelling until:

(i) the Management Company has been formed in accordance with the approved proposal; and

(ii) the Management Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

Management Company

3.1 Prior to the expiry of six months from Commencement of Development to supply to the Solicitor to the Council for written approval by the Council (such approval not to be unreasonably withheld or delayed):-

3.1.1 a draft memorandum and articles of association for the Management Company and/or a draft of the transfer/lease for the purpose of managing maintaining and cleansing of the Common Parts; and

3.1.2 proposals for arrangements to secure the future maintenance of the Common Parts by the Management Company (which may include a transfer of the Common Parts to the management Company or the granting of a long lease of the Common Parts by the Owner in favour of the Management Company) so as to ensure that the Common Parts are properly maintained such proposals to include details of how the costs of street lighting charges,

cleaning and maintaining the Common Parts, shall be met (by residents of the Development or otherwise); and

3.1.3 proposals for arrangements to secure the future access for the public to the Common Parts

3.2 Any submission of documents or details to the Council pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this agreement, and the paragraph under which approval is sought, together with a statement of the date by which a decision must be given by the Council

3.3 The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owner under Paragraph 4.1.1 and 4.1.3 above within one month of receipt of such details and in the event that the Council fails to give such notice the details as submitted shall be deemed to have been approved

3.4 Forthwith after the approval by the Council of the proposed memorandum and articles of association and/or the said transfer (which approval may include such reasonable modifications as the Council considers appropriate) the Owner shall take all necessary steps to secure the formation and registration of the Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within seven days of the completion of the registration of the Company

3.5 The Owner shall repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management Company is registered and the maintenance arrangements to be approved by the Council (such approval not to be unreasonably withheld or delayed) have been completed and the Common Parts have been transferred to the Management Company and all Dwellings on the Land have been sold or leased.

3.6 At any time prior to the expiry of six months from the Commencement of Development the Owner may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 4.1 4.2 4.3 4.4 4.5 and 4.6 of Schedule 2 shall apply to the extent that the Owner shall remain

responsible for the maintenance and upkeep of the Common Parts without prejudice to the generality of paragraph 4.5 above until such alternative arrangements (as approved by the Council) have been fully implemented

Affordable Housing

4.1 The Owner covenants with the Council:

4.1.1 to provide six Affordable Housing Units being of types and tenure to be agreed with the Council and in the locations to be agreed with the Council provided that for the avoidance of any doubt in the event that the six Affordable Housing Units are provided in accordance with this clause then there will be no obligation to provide the six Affordable Housing Units (plots 24, 25, 32, 33, 34 and 35) referred to at paragraph 6.2 of Schedule 1 of the 2013 s.106 Agreement.

4.1.2 all Affordable Housing on the Land will be integrated and compatible with the design of the Market Housing Units

4.1.3 no more than six of the Market Housing Units shall be constructed before three of the Affordable Housing Units have been constructed, and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Market Housing Units to provide a mixed development

4.1.4 that the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) Design and Quality Standards (2007) and the Code for Sustainable Homes Level 3 published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by the Council.

4.1.5 The Low Cost Home Ownership Units (including Shared Ownership) shall be let to persons nominated by the Help to Buy Agent

4.1.6 No more than 80% of the Market Housing Units within the Development will be Occupied until the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential Occupation and written notification in relation to that has been given to the Council

4.1.7 No Market Housing Units within the Development will be Occupied until either:

(a) the Owner has entered into a binding contract or an agreement for lease with a Registered Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land at nil land value to include the construction of the Affordable Housing Units (and has informed the Council to whom the Affordable Housing Land has been transferred) or

(b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction

4.1.8 The transfer to the Registered Provider of the Affordable Housing Land shall contain the following:

(a) a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing, and

(b) a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership or Affordable Rent to the intent that all Affordable Rented Housing Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and

(c) a covenant requiring the Registered Provider to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Affordable Rented Units when initially let and 100% of all subsequent true voids, and

(d) a covenant to manage all Staircasing Receipts of Affordable Housing Units which are grant funded in accordance with the Homes and Communities Agency regulations and

(e) a covenant to provide the Council with details of Staircasing Receipts from non-grant funded Affordable Housing Units and in co-operation with the Council to reach agreement to invest 50% of the Staircasing Receipts in the provision of new build Affordable Housing or to invest in measures to enhance the provision of Affordable Housing within the administrative area of the Council including facilitating the acquisition of market housing or the conversion or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied by Eligible Persons provided that the use of Staircasing Receipts is limited to provision within the administrative area of the Council for a

period of 3 years after receipt by the Owner thereafter for a period of 1 year within the administrative area of Hampshire and thereafter to any Affordable Housing provision within the United Kingdom.

PROVIDED THAT The covenants set out in paragraph 4.1.8 above shall not be binding or enforceable against any purchaser who purchases from the Registered Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's successors in title

4.1.9 The Affordable Rented Units shall only be occupied by Eligible Persons.

4.2 The provisions in paragraph 4.1 above shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT

Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies , interest and costs and expenses; and

If such disposal has not completed within the three month period, the mortgagee, chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the said provisions in paragraph 4.1 above which provisions shall determine absolutely

Acoustic Fencing

5.1 The Owner shall prior to the Commencement of the Development submit to the Council for written approval the detailed design specification and timetable for provision of the Acoustic Fencing such approval not to be unreasonably withheld or delayed

5.2 The Owner shall not Commence the Development or permit Commencement until such design specification and timetable for provision has been approved by the Council, such approval not to be unreasonably withheld or delayed

5.3 The Owner shall not Occupy or permit Occupation of any Residential Unit which is situated adjacent to the proposed Acoustic Fencing until provision of the approved Acoustic Fencing, and shall carry out the provision of the Acoustic Fencing in a proper and workmanlike manner in accordance with the specifications approved by the Council for its written approval (such approval not to be unreasonably withheld or delayed).

SUDS

6.1 The Owner will design a SuDS Scheme for the Land in accordance with the CIRIA c697-SuDS Manual or any equivalent and updated national design guidance as it may become available prior to obtaining the consents referred to in paragraph 9.2 of Schedule 2 below.

6.2 The Owner will obtain all necessary statutory consents for the SuDS Scheme and to confirm that the design of the SuDS Scheme is such that the Environment Agency is satisfied with the adequacy of the SuDS Scheme to serve the Development.

6.3 Following approval of the SuDS Scheme by the Environment Agency the Owner will deliver in writing to the Council and County Council prior to Commencement of Development the following

6.3.1 The extent of the SuDS Scheme necessary to serve the Development and an indicative programme together with illustrative drawings for the comprehensive delivery of the SuDS Scheme; and

6.3.2 A maintenance regime document for the SuDS Scheme to ensure its correct functioning and operation until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

6.4 The Owner will ensure that the SuDS Scheme shall be so designed as to attenuate flows on the Land so as not to exceed the greenfield run-off rate (Q_{bar}) from the Land calculated in accordance with the relevant standard (currently Institute of Hydrology 124 with appropriate pro-rata adjustment to reflect the site area) Proposals should be tested against 1, 30 and 100 year return periods, as well as a 100 year + 30% climate change scenario and the design parameters of the SuDS Scheme shall address its construction, use and maintenance in light of local hydrology, land use, the impact and use of physical site features, resulting benefits to the community & the environment, and future operation (both economic & maintenance).

6.5 The Owner will design the detention basins in accordance with the method prescribed in the Development Drainage Strategy report prepared by Reuby & Stagg Limited

6.6 The Owner will provide to the Council prior to Commencement of Development the design of the SuDS Scheme including the provision of features necessary within the Development and without prejudice to the generality thereof (inter alia):

6.6.1.1 All relevant drawings and design calculations; and

9.6.1.2 A copy of the consents and evidence referred to in paragraph 9.2 above.

6.6.2 To agree in writing with the Council prior to Commencement of Development the designs for the SuDS Scheme together with a programme for its construction and delivery.

6.6.3 To construct the SuDS Scheme in accordance with the approved design and the programme agreed in accordance with paragraph 9.6.2 above

6.6.4 Not to permit occupation of any Residential Unit within the Development unless and until the SuDS Scheme has been constructed and is ready for use in accordance with the provisions of paragraph 9 of this Schedule 2.

6.6.5 To maintain the SuDS Scheme in accordance with the maintenance regime to be agreed in paragraph 9.3.2 above until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

6.6.6 To provide to the Council a performance bond ("Bond") issued by a clearing bank or other institution (hereinafter called "the Surety") approved by the Council (such approval not to be unreasonably withheld or delayed) in a

form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for the cost of construction of the SuDS scheme.

6.6.7 The Bond shall be to the effect that:

If the Owner shall fail to construct the SuDS scheme in accordance with the provisions contained in this paragraph 9 of Schedule 2 or prior to completion of such construction shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Owner for such failure require by written notice the Surety to pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out the construction of the SuDS scheme and also the Council's reasonable legal costs properly arising from the provision of the SuDS scheme for which sum the Surety binds itself and its successors and assigns to the Council. Such Bond to be provided prior to Commencement of the Development and to endure subject to paragraph 6.6.9 below until the SuDS Scheme is adopted or if earlier the date of completion of construction of the Development

6.6.8 As soon as the Certificate of Completion has been issued in respect the SuDS Scheme the Bond in respect of the said SuDS shall be reduced by 90% At the end of the period of 12 months from the date on which the Certificate of Completion is issued the Bond shall be discharged

Notifications

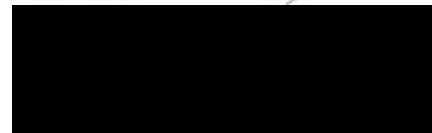
7.1 The Owner covenants with the Council to give the Council not less than 14 days written notice of Commencement of Development

IN WITNESS whereof this Deed has been executed as a Deed by the parties
hereto the day and year first before written

Signed as a DEED by **JACOBS**)
FOREMAN DEVELOPMENTS LIMITED)
acting by two directors or by one director)
and the company secretary)

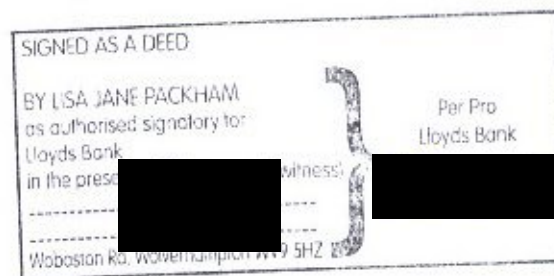


Director



Director/Company Secretary

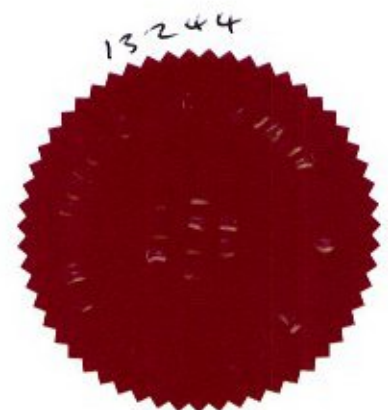
Executed as a DEED by)
as Attorney for and on)
behalf of **LLOYDS BANK PLC**)
in the presence of :



EXECUTED as a DEED by affixing THE)
COMMON SEAL of **THE COUNCIL OF**)
THE BOROUGH OF HAVANT)
in the presence of:)



Authorised signatory



"PLAN 1" The Land



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These data indicate that a high percentage of females reported sexual abuse in an intimate partner, although none with the partner who was incarcerated after the arrest. However, this data is not representative of the entire sample because only 10% of the women were in the sample who were currently in an intimate relationship.

HGP
HAC ARTISTS

Foreman
Homes

Site A - Randolph Road
Havant
Proposed Site Plan &
Location Plan (Section 7)

Age Group	Total (%)	Male (%)	Female (%)	Unknown (%)
18-24	10	10	10	10
25-34	20	20	20	20
35-44	30	30	30	30
45-54	40	40	40	40
55-64	50	50	50	50
65-74	60	60	60	60
75+	70	70	70	70

14.07.2017

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