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THIS DEED OF AGREEMENT is made the

14th day of January 1999

(1) THE OWNER

(2) THE COUNCIL

1. In this Agreement:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended

1.2 "Application" means the application for planning permission in respect of the Application Site given a reference number which is set out in paragraph 3 of the Schedule which application to carry out the Development has been made to the Council as appropriate local planning authority.

1.3 "the Application Site" means the land described at paragraph 1 of the Schedule

1.4 "the Council" means the Council of the Borough of Havant being the local planning authority by whom the within written Obligations are enforceable

1.5 "the Development" means the development described in paragraph 4 of the Schedule

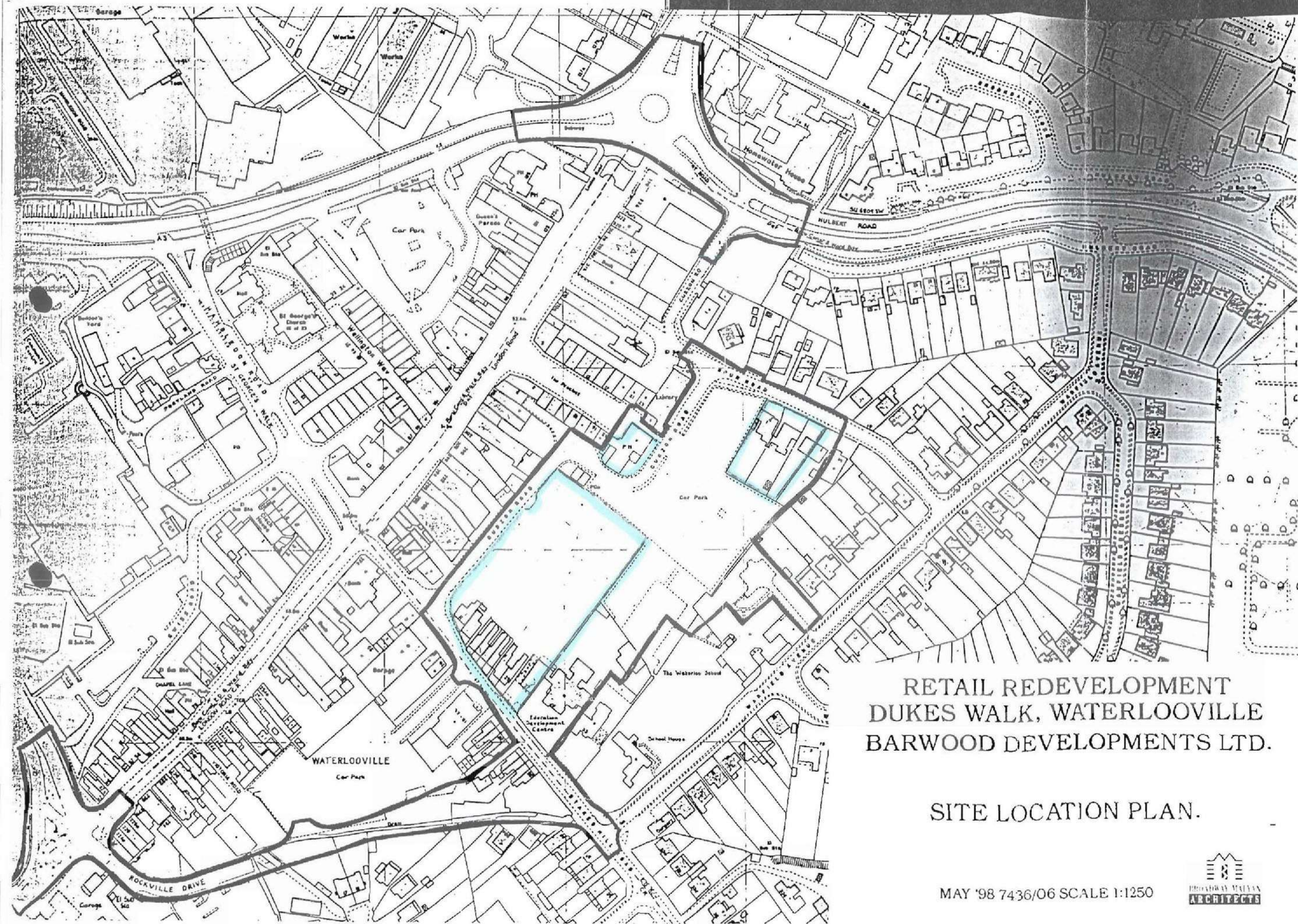
1.6 "Implementation Notice" means the notice in writing to be served by the Owner upon the Council giving notice of the intention to commence the Development

1.7 "Implementation Works" means any works to implement the Permission by the carrying out of a Material Operation as defined in Section 56(4) of the 1990 Act in respect of the Development (excluding demolition of non-residential buildings and 29 Stakes Hill Road)

1.8 "the Land" means that part of the application Site shown edged blue on the Plan

1.9 "Obligations" and "OBLIGATIONS" means those planning obligations (being restrictions requirements covenants agreements obligations or any of the foregoing) enforceable at law and in particular (but without prejudice to the availability to any enforcing authority of any power which may be available to it for the purposes of the enforcement of this Agreement) under the authority of those statutory provisions referred to in clause 3 of this Agreement and which are set out in paragraph Five of the Schedule

1.10 "the Owner" means the company described at paragraph 2 of the Schedule being a person or persons identified in accordance with Section 106(9)(c) of the Act or the relevant owner for the time being of the Land



RETAIL REDEVELOPMENT
DUKES WALK, WATERLOOVILLE
BARWOOD DEVELOPMENTS LTD.

SITE LOCATION PLAN.

MAY '98 7436/06 SCALE 1:1250



- 1.11 "the Permission" means the grant of planning permission made in response to the Application (a draft of which is attached) including where appropriate any grant of approval in respect of matters reserved by the said grant of planning permission or any subsequent grant of planning permission for the Development or for such other development on the Land as is not materially different from the Development (the determination of materiality being solely at the discretion of the Council)
- 1.12 "the Plan" means the plan attached to this Agreement
- 1.13 "the Schedule" means the schedule to this Agreement being an integral part of this Agreement
- 2.1 With the intention and so as permanently to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come and so that Obligations hereby imposed shall be enforceable against the Owner HEREBY COVENANTS AND AGREES with the Council AS A PLANNING OBLIGATION TO COMPLY FULLY WITH THE OBLIGATIONS PROVIDED THAT IT IS HEREBY AGREED THAT the liabilities of those persons together identified as "the Owner" hereunder and their successors shall be only in respect of those Obligations created by this agreement (which may be all of them) as relate to those parts of the Land as are now or may from time to time be in their ownership and/or control
- 2.2 This instrument or document hereby expresses itself as executed as a Deed
3. The Owner (and each of them acting in concert in the case of more than one joint owner) has produced a certificate of the Solicitor upon which Certificate the Council relies that the Owner is immediately entitled to possession and occupation of a freehold estate in the Land subject only to the Mortgage (if any) no other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity
4. This Agreement is entered into pursuant to Section 111 of the Local Government Act 1972 Section 106 of the Act and all other appropriate statutory authority with the intent that it shall bind the Owner and be enforceable against it and persons deriving title to the Land under it and shall be a planning obligation for the purposes of the Act

5. The provisions of this Agreement shall only come into effect on the grant of the Permission Provided That unless and until the Implementation Notice is served nothing in this Agreement shall oblige the Owner to comply with the Obligations as required by clause 2.1
6. The Owner hereby covenants with the Council not to carry out any Implementation Works before the service of the Implementation Notice
7. The Owner further covenants with the Council to reimburse upon completion of this Deed the proper and reasonable costs of the Council in settling and preparing the text of this Deed and in effecting its registration according to law amounting to £1,500
8. If the Permission shall expire or is modified without the Owner's consent or shall at any time be revoked or is otherwise withdrawn before the Development is commenced this Agreement shall forthwith determine and cease to have effect
9. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with any other planning permission (other than one relating to the Development as specified in the Application) granted in relation to the Application Site or any part thereof
10. No person or entity shall be liable for any breach of any Obligation after they shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of any Obligation prior to parting with such interest
11. In the event of any difference between the description of the Development in this Agreement and the terms of the grant of the Permission issued by the Council in response to the Application the text of the grant of the Permission only shall be deemed to express the Permission granted by the Council in response to the Application

12. The obtaining under this Agreement of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of Obligations or determinations of materiality for the purposes of clause 1.11 shall be ineffective and not relied upon by any person unless in writing by the Council's Head of Planning and Development for the time being or such other officer who may be identified in writing by the Council for this purpose
13. In the event that any provision of this Agreement is held to be invalid or unenforceable the remaining provisions of this Agreement shall remain in full force and effect
14. The parties hereby agree and declare that no application for the modification or discharge of any obligation herein contained pursuant to Section 106 of the Act shall be made in respect of this Agreement for a period of ten years after it is entered into
15. The underlined paragraph headings in the Schedule do not form part of this Agreement and shall not be construed as such

THE SCHEDULE

1. (See clause 1) the Application Site
The land at Waterlooville in the County of Hampshire shown edged black on the Plan
2. (See clause 1.10) the Owner:
Wilson Connolly Properties Limited (company number 714892) whose registered office is at Thomas Wilson House Tenter Road Moulton Park Northampton NN3 1QJ
3. (See clause 1.2) the Council's planning application reference number:
98/53856/3
4. (See clause 1.5) the Development

Demolition of No 29 Stakes Hill Road; Nos 3, 5 and 7 Spur Road and The Tavern Public House and the construction of food and non-food retail outlets together with car parking; service area; public toilets and landscaping and provision of off-site highway works all as more particularly described in the Application

(See clause 1.9) the Obligations

5.1 The Owner shall not commence or cause permit or suffer the commencement of the Development (excluding demolition of non-residential buildings and 29 Stakes Hill Road) before there is executed an agreement by the Owner concerning all the road proposals associated with the Development made under the powers of the Highway Act 1980 S.278 and S.38 in a form acceptable to Hampshire County Council as highway authority and the Council containing provisions relating to the following issues:

5.1.1.1 The funding design and construction by the Owner of the South East Quadrant Link Road and its junctions with other roads and the Albert Road Car Park.

5.1.1.2 In this paragraph and paragraph 5.2 the term funding shall include all financing costs including all costs and outgoings incurred in connection with the acquisition of land in connection with the design and construction of South East Quadrant Link Road and where appropriate shall include enforceable provisions for payment by the Owner of the Council's and Hampshire County Council's cost including engineers checking inspection and safety audit fees.

5.1.1.3 Without prejudice to the generality of paragraph 5.1.1.1 hereof reference in this clause to design and construction shall include:

5.1.1.3.1 the provision of sound attenuation facilities within 3 months of the first opening of the said road in a form acceptable to the Council which shall include effective acoustic fencing/walling and sound attenuation to all properties affected by the construction and use of the said road in accordance with the provisions of Part I of the Land Compensation Act 1973;

- 5.1.1.3.2 landscaping in a form as approved by the Council pursuant to planning permission no. 98/53856/3 or subsequent grant of planning permission
- 5.1.1.3.3 a surface water sewer beneath the said road in a form acceptable to and constructed in accordance with the reasonable requirements of Southern Water Services plc;
- 5.1.1.3.4 the retention of surface water storage capacity currently afforded by the open ditch along the boundary of the Albert Road car park in a form acceptable to and constructed in accordance with the requirements of the Environment Agency;
- 5.1.1.3.5 traffic lights at the junction of Stakes Hill Road in a form reasonably acceptable to the Council and Hampshire County Council;
- 5.1.1.3.6 any consequential modifications to the Rockville Drive approach to the Forest End Roundabout and to the roundabout itself;
- 5.1.1.3.7 the design and construction of a new junction with Albert Road car park and all accommodation works at that car park consequential upon the design and construction of the new road, including the provision of a boundary wall between 234 London Road and the Albert Road car park, the relocation of street furniture, kerbing, re-marking of car park in the areas affected by the changes and boundary landscaping to the said road.

- 5.2 The Owner shall effect or procure the design and construction in accordance with the phasing agreement referred to in paragraph 5.4 below of other highway works to include new and replacement street lighting, new and amended highway and street name plate signing as indicated in this paragraph and all appropriate Traffic Regulation Orders, hard and soft landscaping ,and diversion of public utilities reasonably required by the Council, such highway works being:

- 5.2.1 the closure of Spur Road and the provision there of a turning head;
- 5.2.2 the closure of Curzon Road;
- 5.2.3 the widening of Rockville Drive in such manner along such of its length as is acceptable to the Council if this proves to be necessary in pursuance of the final detailed design of the South East Quadrant Link Road as agreed between the Owner and Hampshire County Council (as lighting authority);
- 5.2.4 the closure of Albert Road vehicular access from Stakes Hill Road to involve the provision of appropriately designed bollards, new pedestrian footway and kerb to Stakes Hill Road;

5.3 The Development shall not be commenced (excluding demolition of non-residential buildings and 29 Stakes Hill Road) until either all the land required for the construction of it and the South East Quadrant Link Road is owned either by the Owner or the Council or Hampshire County Council, or the Council or Hampshire County Council has served the appropriate notices in respect of compulsory purchase of any such land not so owned and the Owner has entered into and implemented a lorry routeing agreement with respect to the construction traffic associated with the Development.

5.4 The phasing of the Development shall be agreed with the Council and no building or engineering works shall take place without the prior written approval of the Council and, in the case of works to any public highway, also of Hampshire County Council (unless the approval of the Council is given by the Council as agent for Hampshire County Council).

5.4.1 The said phasing agreement between the Owner and the Council (and where appropriate the Hampshire County Council) shall include phasing provisions for the following elements of the scheme:-

5.4.1.1 the construction of the South East Quadrant Link Road (which shall provide for, subject to paragraph 5.3, as a minimum, its construction to base course prior to any works forming part of the Development (excluding demolition of non-residential buildings and 29 Stakes Hill Road) commencing (unless

otherwise approved in writing by the Council such approval not to be unreasonably withheld or delayed);

5.4.1.2 the highway work described in paragraph 5.2 hereof;

5.4.1.3 routes and arrangements for construction traffic during the entire construction period which shall not intrude onto the following residential roads in the near vicinity of the development: Warfield Avenue, Warfield Crescent, Stakes Hill Road (south-east of Warfield Avenue) and Spur Road (south-east of Nos 1 & 14);

5.4.1.4 servicing arrangements for existing shops in London Road, Waterloooville and The Precinct namely 2-18 (even) and 1-23 (odd) The Precinct, Waterloooville Public Library, 278-310 (even) London Road and 1-7 (odd) Stakes Hill Road;

5.4.1.5 the availability of, and management arrangements for 60 temporary public car parking spaces throughout the construction period and the availability of temporary pedestrian links between the pedestrian part of London Road at Waterloooville and the said parking spaces. The parking spaces shall not be used by construction vehicles or by operatives connected with the Development;

5.4.1.6 the availability of temporary public vandal proof toilets throughout the construction period;

5.4.1.7 the availability of pedestrian routes to London Road, Waterloooville from Spur Road, Curzon Road and Stakes Hill Road throughout the construction period.

5.5 The South East Quadrant Link Road, all of its junctions all new highway works and modifications to existing highways shall be finished to a standard accepted by the appropriate Highway Authority and shall be available for public use before the opening of the first retail unit within the Development unless it is necessary for the Council or Hampshire County Council to pursue the compulsory purchase of any land required for construction of the said road where the non-completion of the said road and its associated junctions will not

prohibit units opening for trade providing the owner has submitted to, and had approved in writing from the Council, a routing agreement for vehicles servicing the Development

- 5.6 At all times following commencement of the Development servicing shall be maintained in a manner acceptable to the Council to properties in Stakes Hill Road, London Road and The Precinct identified as follows: London Road, Waterloooville and The Precinct namely 2-18 (even) and 1-23 (odd) The Precinct, Waterloooville Public Library, 278-310 (even) London Road and 1-7 (odd) Stakes Hill Road.
- 5.7 Before the first unit within the Development opens for trade replacement public toilets (to include provision within the building and access to the building for the disabled) shall be provided within the Development in accordance with a design previously agreed in writing by the Head of Technical Services for the time being of the Council in a manner which ensures that they shall be physically accessible by the public at all times from the outside of the Development, subject to any agreement made from time to time between the Owner and the Council as to any hours of closure thereof.
- 5.8 Before the first unit within the Development opens for trade the Owner shall provide within the Development, fully constructed, laid out and marked to the satisfaction of the Council a public car park of 256 spaces and the car park shall be available for public use within and outside of normal shopping hours. During normal shopping hours the car park shall operate as a short term shoppers car park intended to ensure as a first priority that suitable short stay shopper parking will be available to visitors to Dukes Walk. The precise management regime, including the level of charges and the hours of use of the car park, will be at the Owner's discretion subject to the Owner ensuring that for an initial period of no longer than three hours similar rates will be charged as in other car parks in Waterloooville town centre operated by the Council save that where the application of this regime shall not be apt to ensure as a first priority that suitable short stay shoppers' parking will be available to visitors to the Development, the Owner shall, with the prior written approval of the Council, such approval not to be unreasonably withheld or delayed, be entitled

to vary that regime from time to time to achieve that objective but the Owner shall ensure that public access is available 24 hours per day and consider all changes to the management regime in relation to the interests of the town centre as a whole and in accordance with good estate management practice Provided That the Owner or Occupier of the Development shall be entitled to waive charges to visitors to Dukes Walk through a ticket validation system

- 5.9 At all times after any unit within the Development opens for trade safe pedestrian routes shall be provided and maintained at all times from the car park to Curzon Road, Spur Road, Stakes Hill Road, The Precinct and adjacent to Waterloo Library to Curzon Road;
- 5.10 Prior to the opening for trade of the first unit within the Development the Owner shall pay to the Council the sum of £50,000 to be held on account (and to be invested so as to earn the highest rate of interest reasonably obtainable by the Council with all such interest being credited to such account) for up to three years after 85% of the net lettable area of the Development has been occupied to pay all costs connected with the introduction of traffic management measures in Warfield Avenue and Warfield Crescent which shall be certified to have been incurred by the Head of Technical Services for the time being of the Council. At the end of the three year period any unspent monies together with all interest earned shall be returned to the Owner.
- 5.11 The Owner shall pay to the Council on demand the full costs incurred by the Council or other statutory body in connection with the provision of temporary Traffic regulation Orders and works required in relation to carrying out the Development.
- 5.12.1 Prior to the opening for trade of the first unit within the Development the Owner shall pay to the Council a contribution of £30,000 towards the provision of a close circuit television system (CCTV) for the monitoring of the Development, the pedestrian access between The Precinct and the Development, Curzon Road (to the rear of 278-310 (evens) London Road) and the proposed surface car park.

- 5.12.2 The Owner shall allow and facilitate at the request of the Council without requiring consideration locations within the Development for the CCTV system described in this paragraph.
- 5.13 The Owner shall fund and provide temporary road and pedestrian signing during the period of construction of the Development which funding and provision shall be to the satisfaction of the said Head of Technical Services and shall be made before the commencement of the Development.
- 5.14 Before the first unit within the Development is opened for trade the Owner shall pay a contribution of £12,000 towards alternative means of transport in the vicinity of the Development.
- 5.15 The Owner shall consult with the Council by giving fourteen working days prior notice of any proposals for the installation of any temporary fences or hoardings including any advertisements thereon within the Development and shall not install such fences or hoardings including advertisements if notice of objection thereto is served on the Owner by the Council.
- 5.16 The Owner shall pay all costs, subject to a maximum of £3,000 connected with the relocation of the recycling facilities from the existing Curzon Road car park to the Albert Road car park after such relocation
- 5.17 Before any unit within the Development is opened for trade the Owner shall pay to the Council a contribution of £10,000 towards public art within the Town Centre, unless otherwise provided for, with the agreement of the Council, within the Development.
- 5.18 Before the first unit within the Development is opened for trade the Owner shall pay to the Council forthwith a contribution of £54,000 towards the environmental enhancement of Stakes Hill Road together with that part of Curzon Road adjacent to Stakes Hill Road from its closure point south-eastwards to the south-eastern side of the existing vehicular access to Albert Road car park and the realignment of London Road at its junction with Stakes Hill Road.
- 5.19.1 The Owner shall undertake to purchase No 1 Spur Road upon receiving a request to do so from the owner of that property properly made in accordance with paragraph 5.19.2.

- 5.19.2 The Owner shall agree to purchase No 1 Spur Road for £160,000 providing that the request to purchase has been received from the owner of 1 Spur road at any time during the construction of the Development but no later than 3 months prior to practical completion of the Development. At any time within three months after practical completion of the Development the Owner shall undertake to purchase the said property at market price (as determined by independent valuation) plus 10%, and, within 3 months of completion of the purchase thereof, apply for planning consent for development of 1 Spur Road as an extension to the adjoining car park.
- 5.19.3 Within three months after the grant of any consent for the use of the land currently occupied by No 1 Spur Road for car parking granted under the Town and Country Planning Acts, that land shall be cleared by the Owner and parking space created as an enlargement to the Development's shopper car park.
- 5.19.4 In the event that the site of 1 Spur Road is utilised for car parking, the Owner shall undertake, if requested by the present owners of 1A Spur Road within three months after commencement of the use of the site of 1 Spur Road for car parking, to purchase 1A Spur Road at a market price estimated as likely to have applied had the site of 1 Spur Road remained a private house at the time of purchase (as determined by independent valuation) plus 10%. The property may then be resold as a dwelling.
- 5.20 Before the Development or any part thereof commences, the Owner shall submit a scheme to the Council for the sound attenuation of those windows of habitable rooms within Chapel Court, Stakes Hill Road with an outlook towards the proposed supermarket service area within the Development. Subject to the agreement of the owners and occupiers of Chapel Court, the Scheme as approved shall be fully implemented prior to the first opening of the said supermarket

IN WITNESS whereof the parties hereto have executed this instrument or document as a Deed

THE COMMON SEAL of WILSON)
ANNOLLY PROPERTIES LIMITED was)
hereunto affixed in the presence of:)



THE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF HAVANT was hereunto affixed)
in the presence of:)



DRAFT

Ref No: 98/53856/3

Wilson Connolly
Broadway Malyan
Southampton House
8 Southampton Street
Southampton
Hants SO15 2ED

TOWN AND COUNTRY PLANNING ACT 1990

GRANT PLANNING PERMISSION

Site Address : Dukes Walk, Stakes Hill Road, Waterloooville

Proposed Development : Demolition of No 29 Stakes Hill Road, Nos 3, 5, & 7 Spur Road and the Tavern Public House and construction of:

- * 15 food and non-food retail outlets (9,684 m² net)
- * 1st floor leisure/fitness use (836 m² net)
- * car parking 256 spaces
- * vehicular access from Curzon Road and Stakes Hill Road
- * closure of Spur Road and Curzon Road
- * construction of the South East Quadrant Link Road (Rockville Drive to Stakes Hill Road)
- * alterations to London Road/Rockville Drive junction (traffic lights)
- * alterations to Hulbert Road to provide traffic light controlled right hand turn onto Curzon Road including alterations to Hulbert Road/London Road roundabout
- * sports pitch, car parking and minibus garage for Waterloo School
- * replacement public toilets to Stakes Hill Road frontage
- * service areas
- * landscaping

In pursuance of its powers under the above mentioned Act the Council, as the Local Planning Authority, hereby **GRANT PLANNING PERMISSION** for the above development, in accordance with your application received on 20th May 1998, as amended by plans and details received up to 27th July 1998, including the plans and particulars submitted in connection therewith and subject also to due compliance with the following conditions:-

- 1 The development hereby permitted shall be begun before the expiration of 5 years from the date on which this planning permission was granted.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

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- 2 Notwithstanding the details submitted, plans and particulars showing the detailed proposals for all the following aspects of the development shall be submitted to the Local Planning Authority and the development shall not be commenced before these details have been approved.

(a) Landscaping including:

- (i) an accurate plan showing the position, type and spread of all trees on the site not intended to be felled and a schedule detailing the size and physical condition of each tree and, where appropriate, the steps to be taken to bring the tree to a satisfactory condition; and also details of any proposals for the lopping, topping or pruning of any tree;
- (ii) a detailed landscape design showing the planting proposed to be undertaken, the means of forming enclosures, the materials to be used for paved and hard surfaces and the finished levels in relation to existing levels;
- (iii) the arrangements to be made for the future maintenance of landscaped and other open areas.

(b) The layout of foul sewers and surface water drains.

(c) The provision to be made for the parking, turning, loading and unloading of vehicles during the construction period.

(d) The measures to be taken to protect adjacent areas from excessive noise during construction.

(e) The provision to be made for street and external lighting including the provision to be made for and the management measures for the floodlighting of all external areas including the external lighting of the building, to also include hours of illumination. Such lighting shall be designed to minimise the effects on adjacent residential properties.

(f) The provision to be made for the storage and disposal of refuse.

(g) The manner of treatment of existing watercourses and ditches.

(h) The finished levels, above ordnance datum, of the ground floor of the proposed buildings and of both the South East Quadrant Link Road and surface car park together with the surrounding ground levels.

(i) The temporary treatment of the frontage to any vacant unit or outlet shop to screen them prior to occupation.

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- (j) Location and design of the temporary public toilets.
- (k) The alignment, height and materials of all walls and fences and other means of enclosure including proposals for temporary fencing.
- (l) Detailed plans showing the proposed phasing of the development including highways during the construction period.
- (m) Access facilities for the disabled.
- (n) Surfacing materials of the proposed car parks, access ramps, pedestrian ways and service areas.
- (o) A scheme for protecting adjacent residential properties from noise from the South East Quadrant Link Road, the car park, service areas, extraction system and external plant.
- (p) The location and design of any proposed Electricity Substations.
- (q) Design of the shopfronts.
- (u) Details of the criblock retaining wall along the boundary of the surface car park.
- (v) Detailed design of the permanent public toilets.
- (w) The detailed design of any entrance or exit barriers to both the surface car park and the service areas.
- (x) The provision to be made for secure staff cycle lockers and visitor/customer cycle racks.
- (y) The details of the colour of finish of any trolleybay shelters.
- (z) The design and external appearance of any bus shelters.
- (aa) The design and external appearance of the covered walkways including details of the colour and texture of external materials to be used.
- (bb) The alignment, height and materials of the means of enclosure for the boundaries of the service yards.
- (cc) The recycling area.
- (dd) The sports pitch and mini bus garage within Waterloo School.

contd/.....

- (ee) Pedestrian routes to the town centre from adjacent residential areas during the construction period including access arrangements for the disabled.
- (ff) The arrangements for the servicing of existing properties in London Road and Stakes Hill Road during the construction period.
- (gg) Elevational treatment to the exposed side wall of No 1 Spur Road.

Reason: Since no such details have been submitted for the Local Planning Authority's approval.

- 3 Before any work is undertaken in pursuance of this permission to demolish any part of No 3 Spur Road or the Tavern Public House, the applicant shall undertake a full structural survey of No 1 Spur Road and No 18 The Precinct and submit to the Local Planning Authority for approval measures to be taken to ensure the safety and stability of both No 1 Spur Road and No 18 The Precinct together with such necessary works to strengthen any wall or vertical surface; to support any floor, roof or horizontal surface and to provide protection for the building against weather during the progress of the works.

Reason: To protect the amenities of occupiers of the adjacent properties.

- 4 Unless otherwise approved in writing by the Local Planning Authority the development shall be constructed utilising Ambion Yellow multi stock, Ambion Red stock, Baggeridge K201 Perforated Smooth Blue and Cembrit/Newland Charcoal roof slate.

Reason: In the interests of the appearance of the development.

- 5 The demolition of Nos 3-7 (odd) Spur Road, the Tavern Public House and public toilets shall not take place until a contract to start on the redevelopment of the site as hereby permitted shall have been let to the satisfaction of the Local Planning Authority.

Reason: To avoid premature demolition of buildings within the development site in the interests of the vitality of the town centre.

- 6 No development whatsoever shall take place until details have been submitted to and approved by the Local Planning Authority for:-

- (a) temporary car park to accommodate operatives and construction vehicles;
- (b) temporary site buildings and plant; and
- (c) vehicle wheel cleaning equipment.

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All facilities listed at (a)-(c) above shall be installed prior to the development commencing and shall be retained and utilised throughout the construction period unless otherwise approved in writing by the Local Planning Authority.

Reason: In the interests of users of the adjoining public highways.

- 7 Details of the width, alignment, gradient and type of construction proposed for the South East Quadrant Link Road and other highways proposed for adoption including all relevant horizontal cross sections and longitudinal sections showing the existing and proposed levels, together with details of street lighting and the method of disposing of surface water and details of a programme for the making up of the roads and footways shall be submitted to and approved by the Local Planning Authority in writing before development commences.

Reason: To ensure the South East Quadrant Link Road is designed to an appropriate standard.

- 8 The details agreed pursuant to Condition 7 above shall be implemented up to base course level prior to the shopping development commencing and fully implemented, prior to the occupation of the shopping development hereby permitted unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that adequate vehicular access to the development is provided to the satisfaction of the Local Planning Authority.

- 9 The development hereby permitted shall not be brought into use until the areas shown on the approved plan for the parking, loading and unloading of vehicles shall have been made available, surfaced and marked out, and the area shall be retained in a condition to the satisfaction of the Local Planning Authority and reserved for that purpose at all times.

Reason: To ensure adequate car parking is provided and retained.

- 10 No externally visible or audible plant, machinery or structures required for ventilation or filtration purposes shall be installed at the premises until and unless details of the external appearance and acoustic performance of the same have been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of visual and residential amenity.

- 11 Details of any floodlighting and display lighting to be installed shall be submitted to and approved in writing by the Local Planning Authority before any such installation is carried out.

Reason: In the interests of visual and residential amenity.

- 12 Any damage to the adjoining buildings caused by the works hereby permitted shall be made good in a manner to match, as closely as possible, the materials and elevational treatment before damage.

Reason: In the interests of visual amenity.

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- 13 The landscaping scheme shall be completed within 9 months from the completion of the last building shell, or such other date as may be agreed in writing with the Local Planning Authority. Any trees or plants which die during the first 5 years shall be replaced during the next planting season.
Reason: To ensure the completion of the landscaping scheme.
- 14 No sound amplifying equipment, which is audible outside the premises, shall be installed in the premises without the consent in writing of the Local Planning Authority.
Reason: In the interests of the amenities of the locality.
- 15 Provisions shall be made within the site to the satisfaction of the Local Planning Authority for storage, prior to disposal of refuse, crates, packing cases etc.
Reason: In the interests of the amenities of the locality.
- 16 Screening in the form of a wall 1.8 m in height shall be erected between the points since marked with a dotted line and marked XX on approved drawing No 7436/05/H, prior to the use of the car park hereby permitted and shall be subsequently retained in this condition. Details of which shall be agreed in writing prior to its erection with the Local Planning Authority.
Reason: In order to protect the amenities of adjacent residential properties.
- 17 Screening in the form of an acoustic brick wall of a variable height ranging from 3.5 m to 2 m shall be erected between the points since marked with a continuous line and marked YY on the approved drawing No ML4034/131 at a distance 2 m from the kerbline to the South East Quadrant Link Road where it abuts Nos 17 & 15 Wellesley Close, unless an alternative alignment is subsequently and otherwise agreed in writing by the Local Planning Authority. The detailed design of which shall also be agreed in writing prior to its erection with the Local Planning Authority. The wall as erected shall be subsequently retained in good condition to the satisfaction of the Local Planning Authority.
Reason: In order to protect Wellesley Close properties from traffic noise on the South East Quadrant Link Road.
- 18 The existing hedge and trees since marked with a continuous line and marked AA on the approved drawing No 7436/05/H shall be retained, maintained and reinforced where necessary to provide a continuous screen unless otherwise agreed in writing by the Local Planning Authority.
Reason: In the interests of visual and residential amenity.
- 19 The finished surface of the South East Quadrant Link Road shall be tarmac unless otherwise approved in writing by the Local Planning Authority.
Reason: In order to reduce the transmission of road traffic noise.

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- 20 Details of the boundary treatment to No 234 London Road shall be submitted to and approved in writing by the Local Planning Authority prior to the construction of the South East Quadrant Link Road, the approved boundary treatment shall be provided within 3 months of the completion of the road unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the visual amenities of the locality.

- 21 The access roads, footpaths and footways, turning and servicing areas, parking spaces and motorcycle/cycle provision shall be provided in accordance with a programme for the phasing of such provision which shall be submitted to and approved in writing by the Local Planning Authority and shall thereafter be retained at all times to serve the development.

Reason: To ensure the phasing of the development minimises its impact on Waterloo Town Centre.

- 22 Unless otherwise approved in writing no deliveries or collection shall be made to the retail units 12-14 and the Waitrose supermarket except between the hours of 0700-2100 Monday-Saturday.

Reason: In the interests of the amenities of occupiers of adjacent residential properties.

- 23 If at any time a cooking process, other than the preparation of hot beverages or the heating of food in a microwave oven, is undertaken on the premises, an extraction and ventilation system shall be installed and maintained in full working order including suitable and sufficient grease filters and odour neutralising plant. The details of the equipment shall be submitted to and approved by the Local Planning Authority in writing prior to the commencement of such cooking processes.

Reason: In the interests of the amenities of occupiers of adjacent residential properties.

- 24 Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstanding shall be passed through an oil interceptor designed and constructed to have a capacity and details compatible with the site being drained. Roof water shall not pass through the interceptor.

Reason: To avoid off-site flooding.

- 25 Any above ground oil/chemical storage tank/container and associated pipework shall be bunded in a manner so as to retain at least 110% volume of the tank capacity.

Reason: To protect the local water environment.

- 26 The soil levels within the root spread of trees/hedgerows to be retained shall not be raised or lowered without the prior written approval of the Local Planning Authority.

Reason: To avoid any damage to trees/hedgerows to be retained.

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- 27 No development including site clearance shall commence on the site until all trees/shrubs and other natural features, not previously agreed with the Local Planning Authority for removal, shall have been protected by fencing along a line to be agreed in writing with the Local Planning Authority. Such fencing shall conform to the following specification:

1.2 m minimum height chestnut paling to BS 1722 Part 4 Standard, securely mounted on 1.2 m minimum height timber posts driven firmly into the ground / or 2.4 m minimum height heavy duty hoardings securely mounted on scaffold poles.

Such fencing shall be maintained throughout the course of the works on the site, during which period no access, placement of materials, fuels or chemicals, soil or other materials shall take place inside the fenced off area.

Reason: To avoid any damage to trees/hedgerows to be retained.

- 28 With the exception of the first floor above units 12-14 and notwithstanding the provisions of any Town and Country Planning General Permitted Development Order the units hereby permitted shall be used only for Class A1 retail or ancillary storage purposes as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987.

Reason: To enable the Local Planning Authority to maintain control over future uses in the interests of the amenities of the locality.

- 29 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, the first floor unit above units 12/14 shall be used only as a leisure/fitness studio and for no other purpose in Class D2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987.

Reason: To enable the Local Planning Authority to maintain control over future uses in the interests of the amenities of the locality.

- 30 The development, hereby permitted, shall be carried out and completed strictly in accordance with the submitted plans, specifications and written particulars for which permission is hereby granted or which are subsequently submitted to, and approved by, the Local Planning Authority and in compliance with any conditions imposed by the Local Planning Authority.

Reason: To ensure the development is completed satisfactorily in all respects.

NOTES:

- 1) This permission is granted for the purposes of the Town and Country Planning Acts on the basis of the submitted plans and documents forming part of the application. It does not include any permission or **approval** that may be required under the **Building Regulations** or for any other purpose where the Council's approval may be needed.

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- (2) This approval does not include any consent which may be needed from Southern Water Services Ltd to build in the vicinity of a public sewer. You can inspect the Map of Public Sewers held in the Technical Services Department of the Civic Offices to determine the proximity of any public sewer to the proposed development.

It is unlikely that you will obtain approval under the Building Regulations if your proposal conflicts with the need to safeguard a public sewer. If in doubt please seek advice from the Development Control Manager, Southern Water Services Ltd, Hampshire Division, Southern House, Sparrowgrove, Otterbourne, Winchester SO21 2SW (telephone number 01962 714585).

- DRAFT -

Head of Planning and Development

Date:

DATED

14th January

1999

COUNCIL OF THE BOROUGH OF HAVANT (1)

and

WILSON CONNOLLY PROPERTIES LIMITED (2)

AGREEMENT

relating to land at

Waterlooville in Hampshire

C P Duggan
Borough Secretary and Solicitor
Havant Borough Council
Civic Offices
Civic Centre Road
Havant, Hampshire
PO9 2AX