

DATED 1st June 2022

- (1) THE COUNCIL OF THE BOROUGH OF HAVANT;
- (2) ANNA CLARE HORNE;
- (3) AMELIA KATE SHERWOOD;
- (4) KATIE HANNAH KNIGHTON;
- (5) GRACE ALEXANDRA HORNE, and
- (6) METIS HOMES LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990
relating to land adjacent to 54 Long Copse Lane, Emsworth, Hampshire

THIS AGREEMENT is made on

1st June

20 22

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant PO9 2AX (**Council**);
2. **ANNA CLARE HORNE** of 14 Birch Way, Harpenden AL5 5TP, **AMELIA KATE SHERWOOD** of 65 Townsend Lane, Harpenden AL5 2RE, **KATIE HANNAH KNIGHTON** of 65 Townsend Lane, Harpenden AL5 2RE and **GRACE ALEXANDRA HORNE** of 32 Sandpit Lane, St. Albans AL1 4HG (**Owners**); and
3. **METIS HOMES LIMITED** incorporated and registered in England and Wales with company number 06428968 whose registered office is at Graham House, 7 Wyllyotts Place, Potters Bar, Hertfordshire, EN6 2JD (**Developer**).

BACKGROUND

- (A) For the purposes of the Act, the Council is the local planning authority for the area within which the Land is situated.
- (B) The Owners are the freehold owners of the whole of the Land.
- (C) The Developer is the beneficiary of a unilateral notice registered under title number HP524796 in respect of a contract for sale dated 23rd April 2021 made between the Developer and the Owners for the Land.
- (D) The Council is the freehold owner of an area of open space adjacent to the Land known as Hampshire Farm Meadows, registered with the land registry under title number SH46631, in which the Ecological Compensation and Enhancement Area is situated.
- (E) The Land and the Ecological Compensation and Enhancement Area are Sites of Important Nature Conservations (SINC).
- (F) The Developer has submitted the Application to the Council for permission to develop the Land in accordance with the Planning Permission.
- (G) The Owners and the Developer enter into this Agreement in anticipation of the grant of Planning Permission being made subject to the Owners and the Developer having entered into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.
- (H) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owners and the Developer and their successors in title.

The parties agree as follows:

1 DEFINITIONS

From the date of this Agreement unless the context otherwise requires, the following definitions apply to this Agreement:

“Act”	means the Town and Country Planning Act 1990.
“Agreement”	means this deed of Agreement.
“Application”	means the application submitted by the Developer to the Council for planning permission to carry out the Development and given the Council's reference number APP/21/01376.
“Bond”	means a bond issued by a Surety in the form annexed at Appendix B to this Agreement for the Bond Amount.
“Bond Amount”	means 10% of the open book construction costs for the SuDs as approved in accordance with Schedule 1.
“Cash Deposit”	means a lump sum payment in cash of a sum being 10% of the open book construction costs for the SuDs as approved in accordance with Schedule 1.
“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of: Owners' Works, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, and “Commence” and similar expressions shall be construed accordingly.
“Common Parts”	means the parts of the Land which are intended to benefit the Occupiers of the Dwellings as a whole or to enhance their Occupation and shall without prejudice to the generality thereof include the Permissive Paths, communal parking areas, any landscaped areas, amenity spaces, street lighting, street furniture, boundary treatments and the SuDs but not including: (a) a Dwelling or the curtilage of a Dwelling; or (b) communal areas forming part of any residential block of flats, such as stairwells, lifts, lighting etc; or

	(c) any other buildings or structure to be transferred with a Dwelling; or (d) any communal parking areas, street lighting, street furniture and boundary treatments or other areas that are adopted by agreement made pursuant to the Highways Act 1980; or (e) any SuDs adopted by a statutory undertaker.
"Completion of Owners' Works Certificate"	means a certificate to be issued by the Council pursuant to Schedule 2 certifying that it is satisfied that the Owners' Works have been completed in accordance with the approved Ecological Mitigation and Management Plan.
"Council Land"	means the area of land registered with the land registry under title number SH46631.
"CPI"	means the consumer prices index published by the Office of National Statistics.
"Development"	means the erection of 9 Dwellings together with associated works.
"Disposal"	means in relation to each Dwelling: (a) the first Occupation by anyone permitted or suffered to Occupy the Dwelling whether by: I. a person who has acquired or has contracted to acquire any of the estates further defined in this definition at (b) (c) and (d) below in the Dwelling; or II. who otherwise Occupies the Dwelling; (b) the creation of a legal term of years in respect of the Dwelling; or (c) the transfer of a freehold interest in respect of the Dwelling; or (d) the creation of a freehold interest in the Dwelling by constituting the Dwelling as commonhold land for the purposes of the Commonhold and Leasehold Reform Act 2002; and/or whichever shall first occur; and "Dispose" and "Disposed of" shall be construed accordingly
"Dwelling"	means a self-contained unit of residential accommodation (including houses, flats and maisonettes) constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.
"Ecological Compensation and Enhancement Area"	means the area of Council Land shown edged blue on the Plan,

"Ecological Compensation and Enhancement Area Commuted Sum"	means the sum of £15,470 to be paid by the Owners or Developer to the Council as mitigation for the loss of part of the Site of Importance for Nature Conversation (SINC) as a consequence of the Development and to be applied by the Council towards the ongoing management and maintenance of the Ecological Compensation and Enhancement Area.
"Ecological Mitigation and Management Plan"	means the Ecological Mitigation and Management Plan to be submitted by the Owners or Developer and approved by the Council in accordance with the Planning Permission.
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 9 to determine a dispute
"Index"	means CPI in respect of all financial obligations payable to the Council
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this Agreement x (A/B) where: A = the last figure published for the Index that applied immediately preceding the date that payment was due. B = the last figure published for the Index that applied immediately prior to the date of this Agreement.
"Interest"	means interest at 5% above the base lending rate of the Barclays Bank PLC from time to time.
"Land"	means the freehold property known as land adjacent to 54, Long Copse Lane, Emsworth shown edged red on the Plan and registered at the Land Registry with title number HP524796.
"Management Agreement"	means an agreement made between the Owners and the Management Company setting out the terms of appointment of the Management Company with respect to the Development, including the Management Company's responsibilities in implementing and performing the obligations as contained within the Management Plan
"Management Company"	means a company limited by guarantee or by shares and established or appointed in accordance with the provisions of Schedule 1 to be charged with implementing

and performing the obligations as contained within the Management Plan.

"Management Plan"

means a plan for the maintenance and management of all of the Common Parts and SuDs for the lifetime of the Development including details of how the costs of maintenance and management shall be met by owner-occupiers of the Dwellings to be proposed by the Owners and approved by the Council in accordance with the provisions of Schedule 1 and includes any variation to the approved Management Plan as may be agreed in writing between the Owners and the Council from time to time.

"Monitoring Fee"

means the sum of £3,401.62 payable by the Owners or Developer to the Council as a contribution towards the costs incurred by the Council in the provision of a suitably qualified and experienced person whose function is to monitor, coordinate and enforce the obligations contained within this Agreement.

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be similarly construed.

"Owners' Works"

means the translocation of the grassland turf from the Land to the Ecological Compensation Enhancement Area including associated preparatory and reinstatement works, monitoring, maintenance and any necessary remedial works as detailed in the Ecological Mitigation and Management Plan.

"Permissive Paths"

means any unadopted road, footpath, footway or other means of access constructed on the Land to serve the Development and the public.

"Plan"

means the plan titled "location plan" attached at Appendix A to this Agreement.

"Planning Permission"

means the planning permission that may be granted in pursuance of the Application.

"SuDs"

means a sustainable drainage system for the Development in accordance with the specification agreed in writing by the Council.

"Surety"

means a bank or other financial institution as may be nominated by the Owners and approved by the Council for the Bond.

"Working Day"

means a day other than a Saturday, Sunday or public holiday in England.

2 INTERPRETATION

- 2.1 The clause and paragraph headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Land include any part of it.
- 2.8 References to any party in this Agreement include the successors in title of that party and any references to the Council include any successor local planning authority exercising planning powers under the Act.
- 2.9 References to "including" mean "including, without limitation".
- 2.10 Any covenant by the Owners and the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

3 STATUTORY PROVISIONS

- 3.1 This Agreement is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.
- 3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of those sections of the Act and are enforceable by the Council.
- 3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers

7.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.

7.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8 COSTS OF THIS AGREEMENT

Upon completion of this Agreement the Owners or Developer shall pay to the Council their reasonable and proper legal costs, in connection with the preparation, negotiation and completion of this Agreement.

9 DETERMINATION OF DISPUTES

9.1 Subject to clause 9.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than ten Working Days' written notice requiring the dispute to be determined under this clause. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.

9.3 The Expert shall act as an independent expert and:

9.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

9.3.2 each party shall have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

9.3.3 the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

9.3.4 the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

9.3.5 the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and

9.3.6 the Expert shall use all reasonable endeavours to publish his decision within thirty Working Days' of his appointment.

9.4 Responsibility for the costs of referring a dispute to an Expert under this clause, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.

9.5 This clause 9 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

9.6 The provisions of this clause 9 shall not affect the ability of the Council to apply for and be granted declaratory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

10 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to his Agreement and their successors in title.

11 INDEXATION

11.1 All sums payable pursuant to this Agreement shall be Index Linked.

11.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

12 INTEREST

If any sums due under this Agreement is paid late Interest will be payable from the date payment is due until the date of payment.

13 VAT

The parties to this Agreement acknowledge and agree the sums payable under this Agreement are not subject to VAT and no VAT should be charged or recoverable in addition to the amount of the sums specified in the Agreement.

14 WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owners in performing or observing any of the covenants, restrictions or obligations contained in this Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15 TERMINATION

15.1 The obligations in this Agreement (with the exception of clause 8) shall cease to have effect if before the Commencement of Development, the Planning Permission:

15.1.1 expires;

15.1.2 is varied or revoked other than at the request of the Owners; or

15.1.3 is quashed following a successful legal challenge.

16 FUTURE PERMISSIONS

- 16.1 Subject to clause 16.2, nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 16.2 This Agreement shall apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission and any other planning permission granted under such powers (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council or the circumstances in clause 15.1.2 arise.

17 JURISDICTION

- 17.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.
- 17.2 The Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

18 EXCLUSIONS OF LIABILITY

- 18.1 No person shall be liable for any breach of any of the obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 18.2 This Agreement shall not be enforceable against any owner, occupier or tenant of any Dwelling constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
- 18.3 The obligations in this Agreement shall not bind or be enforceable against any statutory undertaker or any other person engaged in the provision of any water, electricity, gas, drainage and telecommunication services who has or takes in the future an interest in the Land for the purpose of the supply of any of the aforementioned services.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

MANAGEMENT OF THE DEVELOPMENT

The Owners and the Developer covenant with the Council (and where relevant the Council covenants with the Owners and Developer) as follows:

1 MANAGEMENT COMPANY AND MANAGEMENT PLAN

- 1.1 Not to Occupy the Development until the Council has approved in writing the Owners proposal for the formation of the Management Company and such proposal shall include full details of the proposed structure and voting rights of the Management Company.
- 1.2 The Council covenants that it will notify the Owners that it either approves or rejects the proposal referred to in paragraph 1.1 of Schedule 1 within one month of receipt. If notification is not received within that time, the proposals will be deemed to be approved. If notification of a refusal is received by the Owners within the aforementioned time period, the Owners shall continue to comply with the obligation at paragraph 1.1 of Schedule 1 and submit a further proposal or proposals until such time as the Council approves the proposals for the Management Company.
- 1.3 In the event that the Council fails to notify the Owners in accordance with paragraph 1.2 of this Schedule 1, the proposal for the formation of the Management Company as submitted in accordance with paragraph 1.1 of this Schedule 1 (or as resubmitted) will be deemed approved for the purposes of paragraph 1.1.
- 1.4 Not later than three months following Commencement of Development to submit to the Council in writing the Owner's proposal for the Management Plan.
- 1.5 Prior to Occupation of the Development the Owners shall take all necessary steps to secure the formation and registration of the Management Company at Companies House (taking into account any modifications reasonably required by the Council) and to notify the Council accordingly within fourteen days of the completion of the registration of the Company
- 1.6 Not to Dispose or permit Disposal of any Dwellings until:
 - 1.6.1 the Management Company has been formed in accordance with the approved proposal; and
 - 1.6.2 the Management Plan has been approved in writing by the Council.
- 1.7 To secure the proper maintenance of the Common Parts and SuDs to the reasonable satisfaction of the Council until such time as:
 - 1.7.1 the Management Company is registered and the Management Plan has been approved by the Council; and
 - 1.7.2 the maintenance arrangements for the Common Parts and SuDs in accordance with the Management Plan have been fully implemented; and
 - 1.7.3 the transfer or the granting of a long leasehold interest of the Common Parts to the Management Company is completed; and
 - 1.7.4 in respect of the SuDs:
 - (a) the transfer of the SuDs to the Management Company is completed; or

(b) the SuDs is adopted by a statutory undertaker.

- 1.8 That if the Management Company ceases to exist as a company or if the Management Company at any time defaults in the performance of any of its covenants or obligations on its part as contained in the Management Plan and/or Management Agreement then the Owners shall (without prejudice to any other right or remedy of the Owners against the Management Company or any other person) perform the said covenants and obligations until the appointment by the Owners of a successor to the Management Company.

2 SuDs

- 2.1 Not less than two months prior to Commencement of Development to submit to the Council for its approval a bill of quantities detailing the open book construction costs for the SuDs.
- 2.2 The Council covenants that it shall within ten Working Days' notify the Owners that it either approves the bill of quantities for the SuDs as submitted or proposes such reasonable amendments as are considered necessary.
- 2.3 Where reasonable amendments to the open book construction costs for the SuDs are proposed by the Council, the Owners shall not more than ten Working Days' after receiving the Council's proposed amendments revise the bill of quantities for the SuDs in accordance with the proposed amendments.
- 2.4 On or before Commencement of Development to:
- 2.4.1 provide to the Council a Bond for the Bond Amount; or
 - 2.4.2 pay the Cash Deposit.
- 2.5 The Bond shall endure, or the Cash Deposit shall be retained by the Council until the earlier of:
- 2.5.1 the SuDS being adopted by a statutory undertaker; or
 - 2.5.2 the date of completion of construction of the SuDS to the reasonable satisfaction of the Council.
- 2.6 The Council shall within 10 Working Days of the event in paragraph 2.5 occurring either:
- 2.6.1 release the Owners and the Surety from the Bond; or
 - 2.6.2 repay the Cash Deposit (or if the Council has realised part of the Cash Deposit in accordance with paragraph 2.7 the unexpended amount) to the Owners.
- 2.7 If the Owners:
- 2.7.1 fail to construct the SuDs in accordance with the details approved by the Council in writing; or
 - 2.7.2 prior to completion of the SuDs are adjudicated bankrupt or go into liquidation voluntarily or otherwise; or
 - 2.7.3 have executed a deed of assignment for the benefit of or otherwise compound with their creditors (except for the purpose of reconstruction or amalgamation),

the Council may (without prejudice to the Council's other rights remedies and powers against the Owners):

SCHEDULE 2

OWNERS' WORKS

The Owners covenant with the Council as follows:

1. LEGAL AGREEMENT TO OCCUPY

- 1.1 The Owners or Developer to enter into any necessary legal agreement with the Council to occupy the Ecological Compensation and Enhancement Area for the purpose of carrying out the Owners' Works not less than 14 Working Days before the proposed commencement date of the Owners' Works.
- 1.2 The Owners or Developer to pay the Council's reasonable legal fees in respect of the preparation and completion of the legal agreement referred to in paragraph 1.1 above.
- 1.3 Not to Commence or permit Commencement of Development until the Owner or Developer has entered into the legal agreement referred to in paragraph 1.1 above.

2. COMPLETION OF THE OWNERS' WORKS

- 2.1 The Owners or Developer to undertake and complete the Owners Works prior to the Commencement of Development in accordance with the Ecological Mitigation and Management Plan, to the reasonable satisfaction of the Council.
- 2.2 On completion of the Works the Owners or Developer will serve notice on the Council confirming that such works have been completed and the Council covenants to issue to the Owners or Developer the Completion of Owners Works Certificate as soon as it is reasonably satisfied that the Works have been completed in accordance with the Ecological Mitigation and Management Plan.
- 2.3 Not to Occupy or permit Commencement of Development until the Owner's Works have been completed by the Owners or Developer and the Council has issued the Completion of Owner's Works Certificate to the Owners or Developer.

SCHEDULE 3
CONTRIBUTIONS

The Owners and the Developer covenant with the Council as follows:

1 MONITORING FEE

Not to Commence or permit Commencement of Development until the Monitoring Fee has been paid to the Council.

2 ECOLOGICAL COMPENSATION AND ENHANCEMENT AREA COMMUTED SUM

Not to Commence or permit Commencement of Development until the Ecological Compensation and Enhancement Area Commuted Sum has been paid to the Council.

SCHEDULE 4

MISCELLANEOUS COVENANTS

The Owners and the Developer covenant with the Council as follows:

1 COMMENCEMENT OF DEVELOPMENT

- 1.1 To give to the Council not less than fourteen Working Days written notice of Commencement of Development.

2 SUBMISSION OF DOCUMENTS

- 2.1 To provide when submitting documents or details to the 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.

3 SUDS AND COMMON PARTS

- 3.1 To provide the Council with details and specification of the SUDS and Common Parts prior to Commencement of Development and such details shall include a timetable for delivery of the SUDS and Common Parts.
- 3.2 To construct and layout the Common Parts, SUDS to the reasonable satisfaction of the Council in accordance with the details, specification and timetable submitted pursuant to paragraph 3.1 above.

4 PUBLIC ACCESS

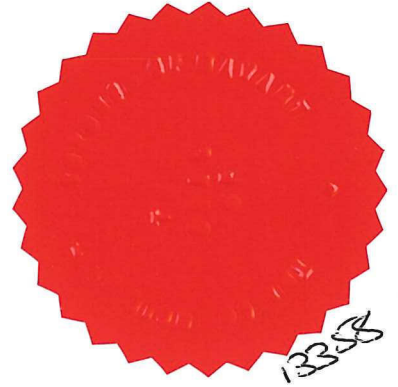
- 4.1 Not to Occupy or permit Occupation of any Dwelling until the Permissive Paths serving that Dwelling have been laid out, constructed and made available for use in accordance with the details approved by the Council.
- 4.2 To ensure that the Permissive Paths following construction are available for 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.

SCHEDULE 5
COUNCIL COVENANTS

The Council covenants with the Owners and the Developer as follows:

1. Not to use any part of the Contributions listed in Schedule 3 of this Agreement other than for the purposes for which it was paid (whether by the Council or another party).

EXECUTED as a DEED by affixing
THE COMMON SEAL of the COUNCIL OF THE
BOROUGH OF HAVANT



in the presence of:

1

Authorised Signatory

EXECUTED as a DEED by ANNA
CLARE HORNE

)
)
)
)

.....

Owner

in the presence of:

Witness

.....
Witness

Name:

Address:

Occupation:

EXECUTED as a DEED by AMELIA
KATE SHERWOOD

)
)
)
)

.....

Owner

in the presence of:

Witness

.....
Witness

Name:

Address:

Occupation:

EXECUTED as a DEED by KATIE)
HANNAH KNIGHTON)
in the presence of:)

.....
Owner

Witness

.....
Witness

Name:

Address:

Occupation:

EXECUTED as a DEED by GRACE)
ALEXANDRA HORNE)
in the presence of:)

.....
Owner

in the presence of:

.....
Witness

Witness

Name:

Address:

Occupation:

EXECUTED as a DEED by
METIS HOMES LIMITED acting by

[DIRECTORS NAME]

Director # 1 / 1 / 1

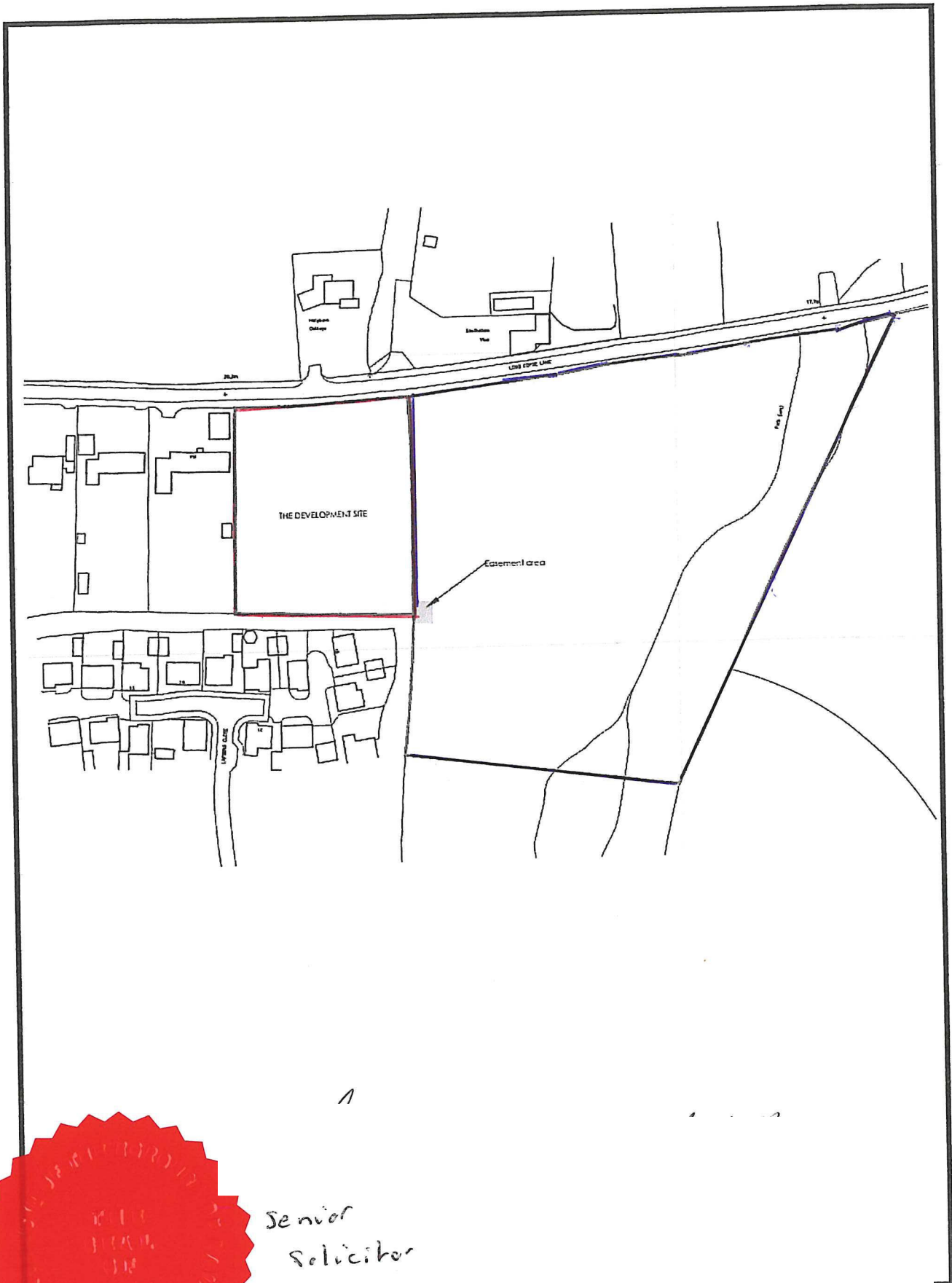
[DIRECTORS NAME OR SECRETARY]

Director

APPENDIX 1A
LOCATION PLAN

APPENDIX A

LOCATION PLAN



Senior
Solicitor

13358

22.4

APPENDIX B

FORM OF BOND

The Guarantee Bond is made as a deed **between** the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-

- (1) The 'Contractor' as principal
- (2) The 'Guarantor' as guarantor, and
- (3) The 'Employer'

Whereas

- (1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works') upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

- 1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the works.
- 2 The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to clause 4 the liability of the Guarantor to pay the Bond Amount shall be co-extensive with the liability of the Contractor to pay the Damages under the Contract.
- 3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.
- 4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded has been established and ascertained pursuant to and in

5 The Contractor having requested the execution of this Guarantee Bond by the Guarantor
undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer
or the Guarantor against the Contractor) to perform and discharge the obligations on its part
set out in the Contract.

6 The Guarantee Bond and the benefit thereof shall not be transferred or assigned without the
prior written consent of the Guarantor and the Contractor.

7 The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by
virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a
party to it.

8 This Guarantee Bond shall be governed by and construed in accordance with the laws of
England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Contractor:	Developer's details
The Guarantor:	Bank's details
The Employer:	THE COUNCIL OF THE BOROUGH OF HAVANT of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX
The Contract:	*insert details of the S106 Agreement*
The Works	the construction of a Sustainable Drainage system in accordance with paragraphs xxx of Schedule xxxxx to the Contract
The Bond Amount:	The sum of (£xxxxxxx) xxxxxxxx pounds sterling only
The Expiry Date:	This Bond will expire for receipt of demands upon the Issue of a certificate of Practical Completion by the Council upon presentation to the Guarantor, by the Contractor of a certified true and correct copy of the Practical Completion Certificate purporting to have been signed under the Contract which shall be conclusive for the purposes of this Guarantee Bond

EXECUTED as a DEED by DEVELOPER)
in the presence of:-)

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EXECUTED as a DEED by affixing the)
COMMON SEAL of xxxxxxxxxx)
BANK)
in the presence of:-)

Director
Director/Secretary