

Private & Confidential

Draft: 2701429/CXN01

Dated 2022

HAVANT BOROUGH COUNCIL	(1)
SOUTH DOWNS NATIONAL PARK AUTHORITY	(2)
JANICE MARY SOLOWAY AND PHILIP ROGER SMITH	(3)
ADRIAN DAVID WILLIAMS AND DEBORAH ANN WILLIAMS	(4)
COLMAN INVESTMENTS LIMITED	(5)
ANDREW TURNER AND MICHAEL HACKMAN	(6)
LAND & PARTNERS LIMITED	(7)
AND	
STANSTED PARK FOUNDATION	(8)

AGREEMENT

**pursuant to Section 106 of the Town and
Country Planning Act 1990 and other powers
relating to land to the north of Long Copse
Lane, Emsworth, and land at Stansted Park,
Rowlands Castle, Hampshire**



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BETWEEN:

- (1) **HAVANT BOROUGH COUNCIL** of Civic Centre, Civic Centre Road, Havant PO9 2AX (the "**Borough Council**");
- (2) **SOUTH DOWNS NATIONAL PARK AUTHORITY** of South Downs Centre, North Street, Midhurst, West Sussex, GU29 9DH (the "**Mitigation Land Authority**");
- (3) **JANICE MARY SOLOWAY** and **PHILIP ROGER SMITH** of Hollybank Farm, Long Copse Lane, Emsworth, PO10 7UL (the "**First Owner**");
- (4) **ADRIAN DAVID WILLIAMS** and **DEBORAH ANN WILLIAMS** of The Old Dairy Farm, Long Copse Lane, Emsworth, PO10 7UL (the "**Second Owner**");
- (5) **COLMAN INVESTMENTS LIMITED** 1 Vine Street, Harborne, Birmingham B17 9PU (the "**Third Owner**");
- (6) **ANDREW TURNER** and **MICHAEL HACKMAN** care of Larcomes LLP, 168 London Road, Portsmouth PO2 9DN (the "**Fourth Owner**");
- (7) **LAND & PARTNERS LIMITED** (Company Registration Number 06468597) whose registered office is at 8 High Bois Lane, Amersham, Buckinghamshire HP6 6DG (the "**Developer**"); and
- (8) **STANSTED PARK FOUNDATION** incorporated (Company Registration Number 04907189) whose registered office is at Stansted House, Stansted Park, Rowlands Castle, Hampshire PO9 6DX (the "**Mitigation Land Owner**").

RECITALS

- (A) The Borough Council is the local planning authority for the purposes of the Act for the area in which the Development Land is situated.
- (B) The Mitigation Land Authority is the local planning authority for the purposes of the Act for the area in which the Mitigation Land is situated.

- (C) The First Owner is the freehold owner of those parts of the Development Land registered with title absolute at HM Land Registry under Title Numbers HP253717.
- (D) The Second Owner is the freehold owner of those parts of the Development Land registered with title absolute at HM Land Registry under Title Numbers SH17250 and HP276397.
- (E) The Third Owner is the freehold owner of those parts of the Development Land registered with title absolute at HM Land Registry under Title Numbers SH36132.
- (F) The Fourth Owner is the freehold owner of those parts of the Development Land registered with title absolute at HM Land Registry under Title Numbers HP260860.
- (G) The Development Land is being promoted by the Developer.
- (H) The Mitigation Land Owner is the freehold owner of the Mitigation Land forming part of the land registered with title absolute at HM Land Registry under Title Number WSX377812.
- (I) The Mitigation Land is subject to an agreement for the Mitigation Land to be used for nitrate mitigation between the Developer and the Mitigation Land Owner dated 10 June 2021.
- (J) The First Owners, the Second Owners, the Third Owners and the Fourth Owners and the Developer have agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- (K) The First Owners, the Second Owners, Third Owners and Fourth Owners and the Developer have agreed to be parties to this Deed and consent to this Deed being entered into and to the obligations becoming binding on the Development Land.
- (L) The Mitigation Land Owner enters into this Deed so as to impose restrictions as to the Agricultural use of the Mitigation Land in order to address the need to mitigate the likely increase of nutrients in the European Designated Sites in consequence of the Occupation of the Development.
- (M) The Developer has submitted the Application to the Borough Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (N) The Borough Council has resolved to grant the Permission subject to the prior completion of this Deed.

- (O) The Borough Council has confirmed that all of the obligations and covenants included in this Deed are compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In this Deed the following expressions shall have the meanings indicated:

Act The Town and Country Planning Act 1990 (as amended);

Agriculture

- (a) use for horticulture, fruit growing, seed growing (including the growing of cereal crops);
- (b) use for dairy farming;
- (c) use for the breeding and keeping of livestock (any creature kept for the production of food, wool, skins or fur or for the purpose of its use in the farming of land);
- (d) use of the land as grazing land; and
- (e) use as market gardens or nursery grounds,

and "**Agricultural**" shall be construed accordingly;

Application Outline planning application for demolition of the existing buildings and the erection of a new residential scheme (C3 use of approximately 210 dwellings to include affordable housing) and associated landscaping, access and supporting infrastructure, all other matters reserved registered on 7th September 2021 and allocated reference number APP/21/00893;

Commencement of Development the carrying out of a material operation (as defined in section 56(4) of the Act in connection with the Development on the Development Land) save that for the purposes of this Deed

and for no other purpose; earthworks and site forming, ecology works, tree works, site clearance, demolition work, archaeological investigations and digs, 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 utilities, construction of temporary access(es), the placement of buildings/ structures required as part of the process of constructing the Development, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be included (and "**Commencement**" and "**Commenced**" shall be construed accordingly);

Development	the development of the Development Land in accordance with the Permission;
Development Land	the land known as land to the north of Long Copse Lane, Emsworth, shown for identification purposes only edged with a red line on Plan 1;
European Designated Sites	collectively the Solent and Southampton Water Special Protection Area (SPA) and Ramsar site, Portsmouth Harbour SPA and Ramsar site, Chichester and Langstone Harbours SPA and Ramsar site, the Solent Maritime Special Area of Conservation and the Solent and Dorset Coast SPA;
Enabling Powers	Section 111 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011, Section 22 of the Cities and Local Government Devolution Act 2016 and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed;
Implementation Notice	a notice in the form [attached] which is signed by both the Owner and the Mitigation Land Owner;

Index	the All in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or index;
Index Linked	the contribution expressed in this Agreement to be Index Linked shall be increased in relation to the relevant Index for that contribution;
Initial Verification Contribution	the sum of £[] ([] pounds) Index Linked to be used towards the verification of the obligations for the first 20 years (£[] per year) in respect of the Mitigation Land set out in the schedule of this Agreement;
Interest	interest at the rate of 4% above the base rate of the Bank of England from time to time;
Mitigation Land	the land shown for identification purposes only hatched brown and hatched green and identified on Plan 2;
Occupation	occupation for the purposes permitted by the 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 " and " Occupied " shall be construed accordingly;
Owner	the First Owner and the Second Owner (but for the avoidance of doubt not the Mitigation Land Owner);
Permission	the outline planning permission subject to conditions granted by the Borough Council pursuant to the Application;
Plan 1	the plan annexed hereto marked "Plan 1" showing the Development Land edged red;
Plan 2	the plan annexed hereto entitled "Stansted Park Estate – Nitrate and Bat Mitigation Scheme ";

Residential Units	individual units within the Development to be used for residential purposes;
Statutory Undertakers	organisations licensed by the government which include all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies;
Verification Contribution	The sum of £[] ([] pounds) Index Linked to be used towards the verification of the obligations for years 21-125 (£[] every five years and a visit in year 125) in respect of the Mitigation Land set out in the schedule of this Agreement;
Working Day	Monday to Friday inclusive, excluding any bank or public holidays.

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 Where there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 Any reference to an act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Borough Council the successors to their respective statutory functions.

- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3 STATUTORY AUTHORITY AND COVENANTS

- 3.1 This Deed is made pursuant to Section 106 of the Act and the Enabling Powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner and the Mitigation Land Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable:
- (a) by the Borough Council as local planning authority against the Owner and any person deriving title in the Development Land or any part of it from the Owner; and
 - (b) by the Mitigation Land Authority as local planning authority against the Mitigation Land Owner and any person deriving title in the Mitigation Land or any part of it from the Mitigation Land Owner.
- 3.3 The Owner covenants with the Borough Council that it will observe and perform the covenants set in paragraphs 3, 4, 5 and 6 of the schedule.
- 3.4 The Mitigation Land Owner covenants with the Mitigation Land Authority that it will observe and perform the covenants set out in paragraph 2 of the schedule.
- 3.5 The Mitigation Land Authority covenants with the Borough Council that it will observe and perform the covenants set out in paragraph 7 of the schedule.
- 3.6 The Mitigation Land Authority covenants with the Mitigation Land Owner that it will observe and perform the covenants and provisions set out in paragraph 8 of the schedule.

4 COMMENCEMENT

This Deed shall take effect upon the Commencement of Development other than this clause and clauses 8 and 12 which shall take effect from the date of this Deed.

5 RELEASE AND LAPSE

5.1 The Owner and the Mitigation Land Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after they shall have parted with all of their interests in the Development Land or the Mitigation Land or such parts thereof in respect of which the breach occurs.

5.2 It is further agreed that this Deed shall lapse and be of no further effect if:

- (a) the Permission shall lapse without having been Commenced; or
- (b) the Permission shall be varied or revoked other than with the consent of the Owner; or
- (c) the Permission is quashed following a successful legal challenge.

5.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Development Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.

5.4 This Deed shall not be enforceable against the purchaser or occupier of an individual Residential Unit erected on the Development Land pursuant to the Permission or against any Statutory Undertakers who have an interest in or arising purely in connection with their apparatus on operational land situated with the Development.

6 GENERAL

6.1 This Deed shall be registered as a Local Land Charge by the Borough Council and the Mitigation Land Authority.

6.2 All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any deed, consent, approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

- 6.3 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Borough Council or the Mitigation Land Authority under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.
- 6.4 No waiver (whether expressed or implied) by the Borough Council or the Mitigation Land Authority of any breach of default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the Mitigation Land Authority from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 6.5 It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.
- 6.6 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and their successors in title without the consent of any such third party.
- 6.7 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.
- 6.8 This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

7 NOTIFICATION OF OCCUPATION

The Owner and the Developer each covenant with the Borough Council and the Mitigation Land Authority and separately with the Mitigation Land Owner to give notice to the Borough Council and the Mitigation Land Authority and the Mitigation Land Owner in writing of the date of Occupation of the first Residential Unit to be Occupied within five Working Days of it occurring.

8 IMPLEMENTATION NOTICE

The Owner and the Developer covenant jointly and severally with the Borough Council and the Mitigation Land Authority and separately with the Mitigation Land Owner as from the date of this

Deed not to Commence Development unless an Implementation Notice (duly signed by both the Mitigation Land Owner and the Owner) has first been served on the Borough Council.

9 NOTICES

9.1 Any notices required to be served by one party on another under this Deed shall be served by first class prepaid post or by email in the following manner:

- (a) on the Borough Council at the address shown above or by email to [] marked "for the attention of the Head of Development Management" and bearing the reference [];
- (b) on the Mitigation Land Authority at the address shown above marked "for the attention of the Director of Planning" and bearing the reference "[]";
- (c) on the Owner at the addresses as detailed above or as notified by the Owner in writing to the Borough Council;
- (d) on the Mitigation Land Owner as detailed above or as notified by the Mitigation Land Owner to the other parties; and
- (e) on the Developer at the address as detailed above or as notified by the Developer in writing to the Borough Council.

10 CONSENT OF THE DEVELOPER

The Developer hereby consents to this Deed being entered into and to the obligations becoming binding on the Development Land notwithstanding any registration by or on behalf of the Developer to protect its interest in the Development Land pursuant to any agreement that has been or may be entered into PROVIDED THAT the Developers shall not have any liability unless and until it takes possession of the Development Land.

11 NOTIFICATION OF SUCCESSORS IN TITLE

11.1 The Owner covenants with the Borough Council that they will give written notice to the Borough Council within five working days of any change of ownership of the Development Land (other than in respect of the sale of an individual Residential Unit) if at such time the obligations contained within this Deed have not fully been discharged such notice to give details of the

transferee's full name and registered office (if a company or usual address if not) together with the area of the Development Land or unit of occupation purchased by reference to a plan.

- 11.2 The Mitigation Land Owner covenants with the Borough Council and the Mitigation Land Authority that they will give immediate written notice to the Borough Council and the Mitigation Land Authority of any change of ownership of the Mitigation Land if at such time the obligations contained within this Deed have not fully been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Mitigation Land or unit of occupation purchased by reference to a plan.

12 COSTS

The Developer covenants with the Borough Council and the Mitigation Land Authority to pay the Borough Council's and the Mitigation Land Authority's reasonably incurred legal costs in connection with the preparation and execution of this Deed.

13 DISPUTE RESOLUTION

- 13.1 Where it is provided in this Deed that a matter is to be approved (or another cognate expression is used) by the Borough Council or the Mitigation Land Authority (as the case may be) and such approval has been refused or given conditionally in accordance with the provisions of this Deed and the Owner wishes to dispute such refusal or conditions, then the Owner may notify the same Council that the matter is in dispute and:

- (a) the parties to the dispute shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within ten Working Days of receipt of notice that a matter is in dispute;
- (b) if after a further five Working Days the parties are unable to resolve the dispute amicably pursuant to clause 13.1(a), one party may serve notice on the other party or parties (as the case may be) to the dispute of their intention to refer the dispute in accordance with clause 13.2 specifying in such notice:
 - (i) the nature, basis and brief description of the dispute; and
 - (ii) the clause or paragraph of this Deed pursuant to which the dispute has arisen; and

- (iii) a written request to concur as to the appropriateness of the professional qualifications of the person (or body) they propose to be appointed pursuant to clause 13.2.

- 13.2 Any such dispute or difference notified pursuant to clause 13.1(b) shall be referred to an independent and suitable person holding appropriate professional qualifications, in light of the subject matter in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 13.2 or as to the appropriateness of the professional body within ten Working Days after any party has given the other parties to the dispute or difference a written request to concur as to the appropriateness of the professional qualifications of the person (or body) to be appointed pursuant to clause 13.2 then such question may be referred by any party to the president for the time being of the Law Society for him to appoint a solicitor to determine the appropriate professional body or person to resolve the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.4 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days after the conclusion of any hearing that takes place or 20 Working Days after he has received any final written representation pursuant to clause 13.5.
- 13.5 The expert shall be required to give notice to any of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other parties will be entitled to make a counter written submission within a further ten Working Days.
- 13.6 Nothing in this clause 13.6 shall be taken to fetter the ability of the Borough Council or Mitigation Land Authority to carry out its statutory functions as local planning authority with power to enforce any breach of the obligations entered into by the Owner or the Mitigation Land Authority in this Deed or any other planning breach in respect of the Development.

14 INTEREST

If the Verification Contribution is not paid to the Mitigation Land Authority on or before the due date the sum payable will be subject to Interest from the due date of payment until actual payment and any such payment and any such Interest shall be treated as part of the relevant contribution.

IN WITNESS WHEREOF this Deed has been executed and delivered as a Deed by the parties hereto on the date which appears at the head of this document.

THE SCHEDULE

The Owner and Mitigation Land Owners' Covenants

1 DEFINITIONS

In this schedule the following terms have the following meanings:

Access Provisions	the duties on the Mitigation Land Authority and other terms of paragraph 8 of this schedule;
End Date	the date [] years from the Operative Date;
Operative Date	the date of Occupation of the first Residential Unit on the Development Land;
20 Year Date	the date 20 years from the Operative Date;
Woodland Planting Scheme	a scheme for the planting of trees on the Mitigation Land, to include details of number and species of trees and timing of planting, and measures for maintaining and encouraging the successful growth of the trees for a minimum of ten years after planting, and which shall be designed so as to ensure that there will be a minimum of 20% canopy cover across the Mitigation Land at maturity.

2 The Mitigation Land Owner undertakes to the Mitigation Land Authority as follows:

2.1 From the Operative Date and for the lifetime of the Development not to use the Mitigation Land for Agriculture or deposit or permit the deposit of any fertiliser on the Mitigation Land, but so that without limitation any or all of the following shall still be permitted:

- (a) The harvesting and removal of any existing crop in the ground at the date of Operative Date provided no additional fertiliser inputs are applied;
- (b) the planting and management of trees in accordance with the Woodland Planting Scheme;

- (c) leaving the Mitigation Land naturally to regenerate;
- (d) planting and maintaining greensward;
- (e) creating and maintaining open space;
- (f) creating and maintaining forestry rides;
- (g) the carrying out and maintenance of any planting scheme that is first approved by Natural England, the Forestry Commission, or any other authority for the time being with relevant responsibility for land such as the Mitigation Land,

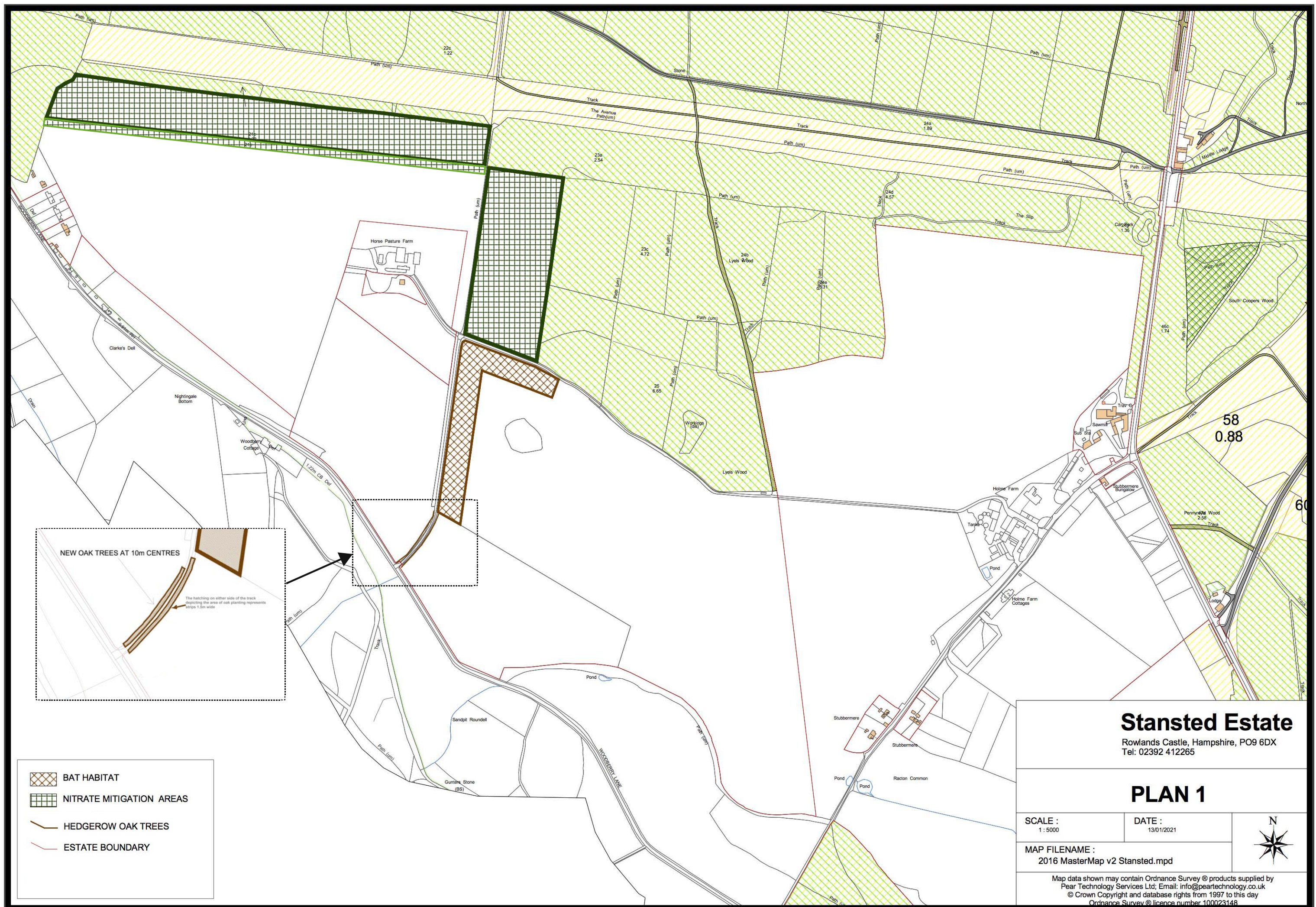
provided no further fertiliser inputs are applied.

- 2.2 The Mitigation Land Owner undertakes to the Mitigation Land Authority and the Borough Council that prior to the Operative Date to submit to the Borough Council for its written approval the Woodland Planting Scheme, such approval to be given only after consultation with the Mitigation Land Authority.
- 2.3 Following approval of the Woodland Planting Scheme, and from the Operative Date, the Mitigation Land Owner undertakes to the Mitigation Land Authority to implement and thereafter comply with the approved Woodland Planting Scheme.
- 3 The Owner undertakes to the Borough Council not to Occupy or permit Occupation of any Residential Unit on the Development Land unless the Mitigation Land has been taken out of Agricultural use.
- 4 The Owner undertakes to the Borough Council not to Occupy or permit Occupation of any Residential Unit on the Development Land unless the Woodland Planting Scheme has been submitted to and approved by the Borough Council.
- 5 The Owner undertakes to the Mitigation Land Authority to pay the Initial Verification Contribution and the Verification Contribution to the Mitigation Land Authority on or before the Operative Date.
- 6 The Owner undertakes to the Borough Council not to Occupy or permit Occupation of any Residential Unit on the Development Land unless the Initial Verification Contribution and the Verification Contribution have been paid to the Mitigation Land Authority.

- 7 The Mitigation Land Authority undertakes to the Borough Council to monitor the obligations insofar as they relate to the Mitigation Land by way of a physical visit to the Mitigation Land (such access hereby permitted by the Mitigation Land Owner subject to the Access Provisions) by a qualified chartered forester to inspect the Mitigation Land and provide as soon as practicable afterwards a written report to the Borough Council of the findings of their visit, at the following intervals:
- 7.1 Annually from the Operative Date until the 20 Year Date;
- 7.2 Every five years thereafter until the End Date; and
- 7.3 One visit in the final year ending on the End Date.
- 8 In connection with the Mitigation Land Authority's accessing the Mitigation Land the following provisions apply:
- 8.1 all access onto the Mitigation Land and any adjoining land belonging to the Mitigation Land Owner shall be entirely at the risk of the Mitigation Land Authority;
- 8.2 without prejudice to paragraph 8.1, the Mitigation Land Authority will give the Mitigation Land Owner no fewer than seven days' written notice of any inspection (which will set out the expected duration of the inspection and include a list of the equipment that the Mitigation Land Authority will use for the monitoring and verification inspection) and will also give the Mitigation Land Owner or his representative the opportunity to accompany the Mitigation Land Authority's representative on any monitoring or verifying inspection to assist with on site safety;
- 8.3 in gaining access to the Mitigation Land the Mitigation Land Authority will cause no damage or disturbance to the Mitigation Land nor to any adjoining land of the Mitigation Land Owner nor to any operations carried out thereon by or on behalf of the Mitigation Land Owner.

APPENDIX 1

Plans



Stansted Estate

Rowlands Castle, Hampshire, PO9 6DX
Tel: 02392 412265

PLAN 1

SCALE :
1 : 5000

DATE :
13/01/2021

MAP FILENAME :	2016 MasterMap v2 Stansted.mpd
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Project:
LAND NORTH OF LONG COPSE LANE
EMSWORTH

Drawing Title:
LOCATION PLAN



carlton
design partnership

Selwyn House, 32a Castle Way, Southampton, SO14 2AW
023 8011 8866 www.carltondesignpartnership.com

Scale: 1:2500 @ A3

Drg No: 170116/SL/LP	Rev: F
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APPENDIX 2

Implementation Notice

Implementation Notice

NOTICE TO HAVANT BOROUGH COUNCIL OF COMMENCEMENT OF DEVELOPMENT

Planning Application Number []

Development Site: LONG COPSE LANE, EMSWORTH

Description of Development: Outline application for the proposed erection of dwellings with associated infrastructure, landscaping, open space and access, (all matters reserved).

Date of S106 Agreement:

Notice is hereby given to Havant Borough Council that works to implement the above planning permission will commence on

Signed..... Print Name:

for and on behalf of (the "Owner")

Contact details in case of query

Date

Signed..... Print Name

for and on behalf of..... (the "**Mitigation Land Owner**")

Contact details in case of query:

Date

Please forward to:

**Head of Development Management
Havant Borough Council
Civic Centre
Civic Centre Road
Havant
PO9 2AX**

was affixed in the presence of:

EXECUTED as a **DEED** by
affixing the common seal of
SOUTH DOWNS NATIONAL PARK AUTHORITY
in the presence of:

EXECUTED as a **DEED** by
[]
In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by
STANSTED PARK FOUNDATION
by a Sole Director signing
in the presence of:

.....

.....

Name in Block Capitals

Witness Signature:

Witness Name:

Witness Address