

DATED

2012

HAMPSHIRE COUNTY COUNCIL

(1)

and

WINCHESTER CITY COUNCIL

(2)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(3)

and

WEST WATERLOOVILLE DEVELOPMENTS LIMITED

(4)

and

GRAINGER PLC

(5)

and

MARK EDWARD THISTLETHWAYTE

(6)

**DEED OF PLANNING OBLIGATION
AGREEMENT**

made pursuant to Section 106 of the
Town and Country Planning Act 1990
relating to land west of London Road,
Waterlooville Hampshire

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- (1) **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire SO23 8UJ (“the County Council”);
- (2) **WINCHESTER CITY COUNCIL** of City Offices Colebrook Street Winchester Hampshire SO23 9LJ (“Winchester”)
- (3) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Offices Civic Centre Road Havant Hampshire PO9 2AX (“Havant”);
- (4) **WEST WATERLOOVILLE DEVELOPMENTS LIMITED** (Company number 03047254) whose registered office is situate at Citygate Saint James Boulevard Newcastle Upon Tyne NE1 4JE (“WWDL”);
- (5) **GRAINGER PLC** (Company number 00125575) whose registered offices is situate at Citygate Saint James Boulevard Newcastle Upon Tyne NE1 4JE (“Grainger”); and
- (6) **MARK EDWARD THISTLETHWAYTE** of Fairfield House Hambledon Hampshire PO7 4RY (“Chargee”).

WHEREAS:

A Statutory Authorities

- A1 The County Council is a local planning authority for the purposes of section 106 of the Act, the local education authority for Hampshire, the highway authority for Hampshire (save for trunk roads and special roads), the waste disposal authority for Hampshire for the purposes of the Environmental Protection Act 1990 and the Environment Act 1995 and the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000.
- A2 Winchester is the district planning authority for the area within which the Winchester Site is situated and a local planning authority for the purposes of section 106 of the Act and a local housing authority for the purposes of the Housing Act 1985.
- A3 Havant is the district planning authority for the area within which the Havant Site is situated and a local planning authority for the purposes of section 106 of the Act and a local housing authority for the purposes of the Housing Act 1985.

B Interest in the Site

- B1 WWDL is the registered proprietor of the freehold of the parts of the Site which are registered at the Land Registry under title numbers HP657720, HP321297 and SH14845.
- B2 Grainger is the registered proprietor of the freehold of the parts of the Site which are registered at the Land Registry under title numbers HP645724 and HP567131.
- B3 Grainger is the registered proprietor of the freehold of the Integration Land which is registered at the Land Registry under title number HP567131.
- B4 The Chargee holds a charge dated 5 April 2005 over WWDL’s interest in the part of the Site that is registered at the Land Registry under title number HP657720 and

pursuant to this Deed consents to WWDL entering into this Deed and acknowledges that the obligations contained in this Deed shall not be binding on, nor enforceable against, the Chargee (or any subsequent mortgagee or charge of title number HP657720 or part thereof) unless and until the Chargee (or relevant mortgagee or charge) shall have entered into possession of that land that is comprised of title number HP657720 or part thereof to which such obligation(s) relates and only during such period of possession (or in respect of any breaches which arise during such period of possession).

C Previous Development History

- C1 On 20th December 2007 planning permissions were granted for the development of part of the Site by Havant (pursuant to an application bearing statutory register number 06/40002/00) and Winchester (pursuant to an application bearing statutory register number 06/02538/OUT) subject to the provisions set out in the Earlier Planning Agreement.
- C2 Contemporaneously with the granting of the planning permissions noted in C1 the Wimpey Planning Permission was granted for the Old Park Farm Site subject to the provisions of the Wimpey Agreement to ensure delivery of infrastructure for the whole of the West of Waterlooville MDA.
- C3 The development of the Old Park Farm Site has commenced and contributions pursuant to the Wimpey Agreement have been received by Winchester and Havant in respect of
- a) Parts of the Wimpey Shelter Contribution the Wimpey Skateboard Facility Contribution the Wimpey Multi-Use Sports Pitch Contribution and the Wimpey MUGA Contribution in the sum of £49,858; and
 - b) Part of the Wimpey Community Centre Contribution being £208,958.

D Planning

- D1 Grainger has applied to Winchester for planning permission under the Winchester Application for development of the Winchester Site and has applied to Havant under the Havant Application for development of the Havant Site for the Development.
- D2 Winchester and Havant resolved on 21 March 2011 to grant planning permission pursuant to the Winchester Application and the Havant Application subject to completion of this Deed.

IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Deed the following words shall have the following meanings:

"Access" means the provision of roads footpaths cycleways cycle routes cycle paths and cycletracks to a standard approved by the Relevant Authority together with all rights and easements over the said roads footpaths and cycleways as are necessary to facilitate the construction and Occupation of dwellings upon the Affordable Housing Land and the Extra Care Facility Land unless and until (if ever) the

adoption of the said roads footpaths and cycleways cycle routes cycle paths and cycletracks as public highway takes place;

"Act" means the Town and Country Planning Act 1990 (as amended);

"Adoption Notice" means as defined in Clause 34.8 of this Deed;

"Affordability Test" means the test for an Intermediate Affordable Housing Unit as set out in Clauses 8.20;

"Affordable Extra Care Units" means those Extra Care Units that are to be provided by the County Council or its nominee and are to be Occupied by an Eligible Person;

"Affordable Housing Land" means the land upon which the Affordable Housing Units as specified in Clause 8 and identified in the Affordable Housing Masterplan Strategy any Phased Area Strategy and any Affordable Housing Reserved Matters Strategy shall be constructed including their curtilages and parking provision and to which the provisions of Clause 8 shall apply;

"Affordable Housing Reserved Matters Strategy" means a strategy for the provision of Affordable Housing Units in a Reserved Matters Area in accordance with the requirements of Clause 8.30;

"Affordable Housing Masterplan Strategy" means the strategy for affordable housing across the Site set out in the document entitled "Affordable Housing Masterplan Strategy" appended to this Deed at Schedule 11 and to be reviewed in accordance with the requirements of Clauses 8.34 and 8.35;

"Affordable Housing Units" means those Social Rented Units and/or Affordable Rented Units and/or Intermediate Affordable Housing Units and the expression "Affordable Housing Unit" shall have a corresponding meaning as the context requires;

"Affordable Rented Units" means those Residential Units which are let by a Registered Provider with rents not more than 80 per cent of the local Market Rent and such Units shall have a minimum tenancy term of five years and the expression "Affordable Housing Unit" shall have a corresponding meaning as the context requires;

"Air Quality Contribution" means the sum of Twenty Thousand Pounds (£20,000) (Indexed);

"Alternative Cemetery Contribution" means the sum of One Hundred and Sixty Seven Thousand Pounds (£167,000)(Indexed);

"Allotments" means collectively as the context requires the new Northern Allotments and the Southern Allotments shown indicatively on the Social Infrastructure Plan;

"Ancillary Facilities" means a permanent cricket score board, the Changing Rooms, storage facilities (with a minimum size of 9m by 6.5m and a maximum size of 15m by 10m for the storage for grounds maintenance machinery to maintain the Open Space Facilities), a Cricket Pavilion, a car park and public toilets;

"Approved Phased Area Strategy" means the Phased Area Strategy for a Phased Area which has been approved by the Relevant Authority in accordance with Clause 7.1.1;

"Approved River Restoration Scheme" means the River Restoration Scheme approved by Relevant Authority pursuant to Clause 19.14;

"Arts Contribution" means the sum of Five Hundred Thousand Pounds (£500,000) (Indexed) payable by the Developer to Winchester as set out in Clause 16 of this Deed;

"Artificial Turf Pitch Contribution" means the sum of One Hundred and Twenty Four Thousand Pounds (£124,000) (Indexed) towards the provision by Havant or whomsoever they may nominate of an artificial turf sports pitch in a location accessible to residents of the Development or in the event of such provision not being possible such sum to be used for the purposes of improving extending or otherwise upgrading any local outdoor sports pitches or ancillary facilities which are accessible to residents of the Development and provided in the vicinity of the Site;

"Brambles South Link" means a shared use footway cycletrack of a minimum width of 3 metres from a suitably connecting right of way on the Site to the existing highway at Brambles Business Park known as Elettra Avenue as shown for indicative purposes and identification only coloured orange and referred to as "Brambles South Link" on the S106 Highway Works Plan and as shown in principle on Drawing GTWVile2/SK/0036 Rev PR01 at Appendix 11;

"Brambles South Link Alternative Contribution" means the sum of Thirteen Thousand and Fifty Pounds (£13,050) (Indexed) which may become payable to the Relevant Authority towards the provision by the Relevant Authority of the Brambles South Link (Off-Site) pursuant to Clause 9.111 of this Deed;

"Brambles South Link (Off-Site)" means that part of the Brambles South Link that is outside of the Site and is shown for indicative purposes coloured orange on the S106 Highway Works Plan;

"Brambles South Link (On-Site)" means that part of the Brambles South Link that is within the Site and is shown for indicative purposes coloured orange on the S106 Highway Works Plan;

"Bridge Link" means the bridge crossing link from the Site to the Old Park Farm Site shown for indicative purposes labelled "Spine road connection" on the S106 Highway Works Plan;

"Bus Services Contribution" means the sum of One Million Four Hundred and Six Thousand and Nine Hundred and Sixty Four Pounds (£1,406,964) (Indexed) towards the costs incurred by the County Council in commissioning bus services which serve or benefit the Development;

"Cascade Mechanism" means the mechanism set out in Clauses 8.10 to 8.17 of this Deed pursuant to which the percentage of Affordable Housing Units that are to be Social Rented Units can vary;

"Cemetery" or "Cemetery Site" means the land identified on the Site and shown indicatively on the Social Infrastructure Plan for the provision of a cemetery in accordance with the provisions of this Deed at Clause 11;

"Cemetery Car Park" means a 15 bay car park to be provided at the Cemetery in accordance with Clause 11;

"Cemetery Buffer Planting" means planting in accordance with Clause 11.11 on land shown edged blue on the Cemetery Plan to the south of the Cemetery Site;

"Cemetery Plan" means the drawing reference SNUD 183989/S106/2 rev e annexed to this Deed marked "Cemetery" showing indicatively the layout to be provided on the Cemetery Site;

"Changing Rooms" means facilities sufficient to provide separate changing for two cricket teams including shower and toilet facilities in accordance with a specification to be agreed with the Relevant Authority;

"Children's Play Equipment Sum" means the sum of Nine Hundred and Forty Five Thousand Pounds (£945,000) (Indexed) for the provision by the Developer of children's play equipment (including for the avoidance of doubt any NEAP(s) and/or LEAP(s) to be provided) within the Development such amount to be exclusive of fees and contingency;

"Children's Play Facilities" means formal and informal children's play areas LEAPs NEAPs and other similar facilities;

"Clean Condition" means free from any contamination which would (in the opinion of the Corporate Director (Operations) or the Executive Head as appropriate acting reasonably) otherwise prejudice the use of the Site for the provision of the Allotments Affordable Housing Units Cemetery Community Centre and Open Space (as appropriate), free from litter and debris and having completed to the reasonable satisfaction of the Corporate Director (Operations) or the Executive Head as appropriate all necessary preparatory work including any archaeological investigations demolition site clearance site or soil investigations site remediation the laying of services or temporary works such as the erection of fencing or hoardings;

"Commencement" or "Commencement of Development" means commencement of the Development by the carrying out of a material operation within the meaning of Section 56(4) of the Act but excluding site investigations or surveys archaeological investigations or any Lime Stabilisation Works or any ecological measures site decontamination the demolition of any existing buildings or structures erection of any temporary means of enclosure for ecology archaeology or safety purposes and the temporary display of site notices or advertisements) and the expressions **"Commenced"** **"Commence"** and **"Commence the Development"** shall have a corresponding meaning;

"Commencement of a Reserved Matters Area" means commencement of construction of Residential Units or Traffic Generation Units on a Reserved Matters Area and cognate expressions shall be construed accordingly;

"Commencement of a Phased Area" means commencement of construction of a Residential Unit or a Traffic Generation Unit on a Phased Area and cognate expressions shall be construed accordingly;

"Common Parts" means the parts of the Site which do not comprise a Residential Unit or the curtilage of a Residential Unit and shall without prejudice to the generality thereof include the roads communal parking areas footways footpaths landscaped areas open spaces and any children's play areas;

"Community Centre" means a community centre of no less than 720 sq m Net Internal Area to be provided on the Site together with ancillary open space in a location shown indicatively on the Social Infrastructure Plan as part of the Local Centre;

"Community Development Contribution" means the sum of Three Hundred and Fifty Thousand Pounds (£350,000) (Indexed) towards provision of a Community Development Worker to serve the Development and the Old Park Farm Site;

"Community Development Worker" means a suitably experienced and qualified person to be employed by either Havant or Winchester (as they may agree) pursuant to Clause 36.2.5;

"Community Lettings Plan" means the plan created by Winchester and Havant to deal with nominations and allocation of the Affordable Housing Units to Eligible Persons (or such amendment as shall from time to time be published by Winchester and Havant);

"Completion Certificate" means written confirmation from the County Council upon application in writing from the Developer or the Developer's Agent that the physical works which are the subject of a Planning Obligation set out in this Deed have attained Completion Certificate Standard;

"Completion Certificate Standard" means:

- in the case of the Permanent Northern School Access Route and the Southern Primary School Access Route laid out in accordance with a specification approved by the County Council to the reasonable satisfaction of the County Council ready and fit for their intended purpose and with the benefit of a Certificate of Completion pursuant to a related Highways Agreement; and
- in the case of any of the Off-Site Highway Works the On-Site Highway Works and the Multi-Use Greenway completion of such part of the works to the reasonable satisfaction of the County Council as evidenced by the issue of a Certificate of Completion pursuant to a related Highways Agreement;

"Completion Notice" means as defined in Clause 34.2 of this Deed;

"Construction Route Drawing" means the Drawing number GTWVILLE2/TP/0018 PR01 annexed to this Deed at Appendix 18 and marked "Construction Routing Plan";

"Construction Route Traffic Management Plan" means a plan prepared by the Developer and approved by the County Council and incorporating inter alia the Construction Route Drawing and setting out how access to and from the Site by Construction Traffic Vehicles should be managed by the Developer so as to minimise congestion disruption and nuisance to users of and damage to highways in the vicinity of the Site;

"Construction Traffic Vehicle" means any heavy commercial vehicle or any other goods vehicle within the meaning of the Road Traffic Regulation Act 1984 Section 138 and the expression **"Construction Traffic Vehicles"** shall have a corresponding meaning;

"Continuing Breach Notice" shall have the same meaning given by clause 4.10;

"Contribution" means any financial contribution payable under this Deed and the expression **"Contributions"** shall have a corresponding meaning;

"Corporate Director (Operations)" means Winchester's Corporate Director (Operations) or any other officer from time to time appointed by Winchester to be responsible for Winchester's planning development housing and environmental health functions;

"County Council" means Hampshire County Council;

"Cricket Pavilion" means a building adjacent to the Cricket Pitch to serve the Cricket Pitch and comprising a communal area to allow not less than 30 people to sit at tables for a meal, a kitchen area, an inside toilet for use by players and a water supply, drainage and electricity;

"Cricket Pitch" means the Cricket Square and cricket playing area as shown indicatively on the Social Infrastructure Plan as part of "the sports provisions" and on the Town Park Plan;

"Cricket Pitch Transfer" means the transfer substantially in the form at Schedule 10;

"Cricket Square" means the fine-turfed area within the Cricket Pitch upon which the cricket wickets are laid out;

"Deed" means this Deed of Agreement;

"Design Code" means the design code to be approved by Winchester and Havant in satisfaction of condition 4 of the Planning Permission setting out the design principles upon which the Development will be permitted;

"Developer" means jointly and severally WWDL and Grainger;

"Developer's Agent" means any person or organisation instructed by the Developer to liaise with the County Council Winchester or Havant or any other party as applicable in respect of the Development;

"Development" means development of the Site in accordance with the Planning Permission, namely the development of approx 2,550 no. dwellings including the construction of a new access from Ladybridge Roundabout, Milk Lane and completion of Maurepas Way access, a local centre (comprising retail, community building, land for healthcare, land for elderly care) public house, land for 2 primary schools, land for a nursery, land for employment uses, associated amenity space along with substantial green infrastructure, SUDS, land for allotments, main pumping station, land for cemetery, restoration of River Wallington, together with landscape structure planting (Matters for Approval Access only) Full planning application for the development of Phase 1 comprising 194 no. dwellings, internal roads, garages, driveways, pathways, boundary treatment, substation,

pedestrian/cycleways, including to Maurepas Way, associated parking spaces, flood attenuation ponds, temporary play provision, associated amenity space and hard and soft landscape works. Full planning for engineering operations associated with infrastructure requirements and service provision for the detailed Phase 1 application, the temporary closure of Havant footpath No.11 and Southwick and Widley footpath No.30 with suitable alternative route provided;

"Development Parcel" means a parcel of land comprising part of the Site which has been sold to a third party developer for development by that third party developer pursuant to the Planning Permission;

"Development Parcel Owner" means the owner of a Development Parcel;

"Drawing" means a drawing attached to this Deed as set out in the Appendices and **"Drawings"** shall be construed accordingly;

"Earlier Planning Agreement" means an agreement made between the parties dated 20th December 2007 setting out planning obligations in respect of the delivery of infrastructure for the West of Waterlooville MDA;

"Education and Children's Services Contribution" means the sum of Eleven Million Nine Hundred and Forty Seven Thousand Four Hundred and Twenty Pounds (£11,947,420) (Indexed) towards the costs incurred by the County Council in the provision of primary education facilities serving the Development;

"Eligible Persons" shall mean persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Relevant Authority and who are:

- on those registers retained or referred to by Winchester and/or Havant from time to time in the discharge of their respective housing function (including for the avoidance of doubt the housing registers in respect of Havant and Winchester and any register maintained by the Homebuy/Zone Agent); or
- otherwise certified by Winchester or Havant at all times acting reasonably and consistently with the discharge of its housing function as being eligible to reside in the Affordable Housing Units; or
- in respect of the occupant of an Affordable Extra Care Unit a person assessed by the County Council as being in need of Supported Care;

"Employment Skills Development Contribution" means the sum of One Hundred Pounds (£100) (Indexed) for each Residential Unit within each Phase identified on the Phased Area Plan payable by the Developer to Havant for the development of employment skills within and in the vicinity of the Site pursuant to Clause 17 of this Deed;

"Environmental Statement" means the environmental statement submitted by Grainger with the Havant Application and the Winchester Application;

"Executive Head" means the relevant "Executive Head" or any other officer from time to time appointed by Havant to be responsible for Havant's planning development housing environmental health and open space functions;

"Extra Care Facility" means a facility comprising purpose-built units of accommodation (Extra Care Units) for older people (being 55 or older) with assessed care needs together with communal facilities (open to both residents and non-residents use) and providing Supported Care;

"Extra Care Facility Land" means the land in a location and of a size capable of accommodating a facility of up to 85 beds with ancillary open space to be agreed with the County Council and the Relevant Authority pursuant to Clause 8.2 which is to be made available by the Developer to the County Council for the purposes of an Extra Care Facility;

"Extra Care Unit" means a unit of accommodation to be provided within the Extra Care Facility which shall be an Affordable Extra Care Unit unless otherwise agreed in writing by the Relevant Authority;

"Full Application Land" means that part of the Site forming part of Phase 1 comprising 194 no. dwellings internal roads garages driveways pathways boundary treatment, substation pedestrian/cycleways including to Maurepas Way associated parking spaces flood attenuation ponds temporary play provision associated amenity space and hard and soft landscape works;

"Further Residential Travel Plan Deposit Instalment" means the sum of One Hundred Thousand Pounds (£100,000)(Indexed) to be paid to the County Council pursuant to Clause 21.13 such instalments in total not to exceed Five Hundred Thousand Pounds (£500,000)(Indexed);

"Further Workplace Travel Plan Deposit Instalment" means the sum of Twenty Three Thousand Eight Hundred Pounds (£23,800)(Indexed) to be paid to the County Council pursuant to Clause 22.3 such instalments in total not to exceed Seventy One Thousand Four Hundred Pounds (£71,400)(Indexed);

"Grainger" means Grainger plc;

"Grainger Provider" means a subsidiary or group company of Grainger which has in place management and community development arrangements which are acceptable to the Relevant Authority and which has been approved by the Relevant Authority as being a fit and proper body for the purpose of providing Affordable Housing Units pursuant to this Deed (such approval not to be unreasonably withheld or delayed);

"Grant" means any funding provided by (a) the HCA or any other successor body for the provision of affordable housing or (b) any other body which may offer funding for Affordable Housing;

"Gross Internal Floor Area" means as defined in the RICS Guidance Note "Code of Measuring Practice: A Guide for Property Professionals" 6th Edition;

"Havant" means the Council of the Borough of Havant;

"Havant Application" means an application by the WWDL to Havant bearing statutory register number APP/10/00828 for development of the Havant Site;

"Havant Site" means that part of the Site within the administrative area of Havant shown hatched purple on the Newlands Site Plan;

"HCA" means the national Government agency being the Homes and Community Agency that funds new affordable housing and regulates housing associations in England (or any successor body);

"Health Centre" means the building to be built on the Health Centre Land of approximately 437 sq m Gross Internal Floor Area capable of accommodating a practice of up to three GPs;

"Health Centre Land" means land comprised within the Site being a minimum of 735 sq m allocated for the provision of the Health Centre located in the Local Centre in a location as shown for indicative purposes on the Social Infrastructure Plan;

"Health Service Provider" means a National Health Service provider or a private body providing health services to be agreed with the Relevant Authority;

"Highway Infrastructure Phasing Plan" means drawing number GTWVILE2/SK/0034 PR04 marked "Highway Infrastructure Phasing" attached to this Deed at Appendix 16;

"Highways Agreement" means an agreement with the County Council made inter alia pursuant to Section 38 and/or Section 278 of the Highways Act as the context so requires;

"Highways Contribution" means the sum of One Million Three Hundred and Forty Nine Thousand Seven Hundred and Fifty Five Pounds (£1,349,755) (Indexed) to be applied by the County Council towards the costs incurred by the County Council in the design construction and maintenance of highway improvement works and/or traffic management schemes and/or passenger transport infrastructure or facilities which contribute to the improvement of highway conditions on parts of the network directly affected by the Development;

"Highways Act" means the Highways Act 1980;

"HomeBuy/Zone Agent" means the agent appointed by the HCA to administer Intermediate Affordable Housing Units in the area of the Site and any successive body or agent that performs a similar role;

"Household Waste Recycling Centre" means a facility for the reception and recycling of household waste to be constructed on the Old Park Farm Site pursuant to the Wimpey Agreement;

"Household Waste Recycling Centre Contribution" means a contribution in the sum of Ninety Seven Thousand Six Hundred and Seventy Five Pounds (£97,675) (Indexed) towards the costs incurred or to be incurred by the County Council in designing laying out and constructing the Household Waste Recycling Centre;

"Housing Mix Ratio" means unless otherwise agreed with the Relevant Authority (in any Phased Area Strategy or Affordable Housing Reserved Matters Strategy) having regard to the Design Code and the Cascade Mechanism) or adjusted in accordance with Clause 8.7.2 or 8.7.3.1 the following mix of Affordable Housing Units shall be provided within the Site:

Intermediate Affordable Housing Units (%) to be provided	Social Rented Units (%) to be provided	Beds	Persons	Type
20	5	1	2	Flat
30	15	2	3	Flat
10	5	2	4	Flat
25	25	2	4	House
15	40	3	5	House
0	10	4	6	House
100%	100%			

"Implementation Funding" means the sum of One Hundred and Seventy Five Thousand Pounds (£175,000) (Indexed) to be paid by the Developer to Winchester for the sole purpose of Winchester employing in its planning department following execution of this Deed for a period of not less than five years a suitably qualified and experienced person whose sole dedicated function shall be to undertake on behalf of Winchester and Havant and the County Council works relating to the implementation of the Development including for the avoidance of doubt dealing with applications for Reserved Matters Approvals or any other planning applications or submitted documents in respect of the Site the Design Code this Deed and any other matters including compliance monitoring as may be expedient from time to time to ensure the timely delivery of the Development;

"Index" means Index A or Index B as appropriate;

"Index A" means the Public Sector Index (Non-Housebuilding) (PUBSEC) published by the Building Cost Information Service on behalf of the Department of Business Innovation and Skills multiplied by the regional factor for Hampshire;

"Index B" means All Items Retail Price Index (RPI) published by the Office for National Statistics;

"Indexed" means index linked in accordance with Clause 30;

"Infrastructure Phase" means any of the Infrastructure Phases 1 2 3 4 5 6 7 9 10 12 or 13;

"Infrastructure Phase 1" means Phase 1 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured purple by reference to the key on the Highway Infrastructure Phasing Plan which serves Phase 1 and Employment Phase 1 and links to the Maurepas Way Main Access Infrastructure Phase 3 and Infrastructure Phase 7;

"Infrastructure Phase 2" means Phase 2 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference

to the key on the Highway Infrastructure Phasing Plan which serves Phase 2 and links into the Milk Lane Access Works and to Infrastructure Phase 4 Infrastructure Phase 5 and Infrastructure Phase 13;

"Infrastructure Phase 3" means Phase 3 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan which serves Phase 3 Phase 5 and Phase 6 and links to Infrastructure Phase 1 Infrastructure Phase 5 and Infrastructure Phase 6 and provides part of the Permanent Northern School Access;

"Infrastructure Phase 4" means Phase 4 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan which serves Phase 4 and links to the Southern Access Works and to Infrastructure Phase 2;

"Infrastructure Phase 5" means Phase 5 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan which serves Phase 5 and the Town Park;

"Infrastructure Phase 6" means Phase 6 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan which serves Phase 6 and provides part of the Permanent Northern School Access;

"Infrastructure Phase 7" means Phase 7 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan and which links the Site to the Old Park Farm Site Infrastructure Phase 1 Infrastructure Phase 6 and serves Employment Phase 1 and Employment Phase 2;

"Infrastructure Phase 9" means Phase 9 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan which serves Phase 9 and Phase 10 and links to Infrastructure Phase 6 and Infrastructure Phase 10;

"Infrastructure Phase 10" means Phase 10 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan which serves Phase 10 and Phase 11 and links to Infrastructure Phase 9 and Infrastructure Phase 12;

"Infrastructure Phase 12" means Phase 12 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan and which serves Phase 12 and links to Infrastructure Phase 10 and Infrastructure Phase 13;

"Infrastructure Phase 13" means Phase 1 of the Principal Highway Infrastructure the route and extent of which is shown for indicative purposes coloured by reference to the key on the Highway Infrastructure Phasing Plan and which serves Phase 13 and links to Infrastructure Phase 2 and Infrastructure Phase 12;

"Informal Kick About Area" means an area of well drained level grassland open space suitable for playing ball games as well as general recreational activity as shown indicatively on the Social Infrastructure Plan as part of the "sports

provisions" and on the Town Park Plan the area shown indicatively on the Town Park Plan to be made available for informal recreational purposes;

"Integration Footpath" means a footpath to be constructed in accordance with Clause 9.100 along a route shown indicatively by a red broken line on the Public Access Masterplan;

"Integration Land" means the land shown for identification purposes only hatched blue on the Newlands Ownership Plan;

"Intermediate Affordable Housing Units" means housing units at prices and rents above those of social rent but below market price or rents at an affordable price and for the purposes of this Deed shall include Intermediate Rented Affordable Units and Shared Ownership Units and any other form that meets the requirements of relevant Government guidance;

"Intermediate Rented Affordable Units" means all those units let on the basis of an assured shorthold tenancy to be let on a five year tenancy at a rent not to exceed 80% of local Market Rent and including a Right to Acquire and within the definition of Intermediate Affordable Housing;

"Junctions Improvements Contribution" means the sum of One Million and Forty Three Thousand Three Hundred and Fifty Six Pounds (£1,043,356) (Indexed) towards the costs incurred by the County Council in the design and construction of improvements to the junctions of:

- London Road Hulbert Road and Maurepas Way (including any associated works which may include improvements to the approaches); and/or
- Hulbert Road and Purbrook Way (including any associated works which may include improvements to the approaches); and/or

any other improvements as will contribute to the improvement of highway conditions on parts of the network affected by traffic associated with the Development;

"Land Management Strategy" means an overarching Site wide strategy setting out how the Open Space, the River Wallington Community Nature Reserve, the Newlands Farm Community Nature Reserve and the SuDS Scheme together with any land which is not to be developed (such as countryside edge and ancient woodland) any landscape features that are to be retained and any other feature within the Site where there is or will be a biodiversity interest are to be managed and regularly maintained kept in good order and repaired by the Developer such that these features may be enjoyed for the purpose for which they were provided;

"Landscape Specification" means the specification for the laying out of Open Space as set out for each Relevant Authority in Schedule 6;

"LEAP" means a local equipped area of play designed primarily for use of children aged 5 to 11 years and in accordance with the specification to be agreed by the Developer and the Relevant Authority in accordance with Clause 9.94;

"Leisure Centre Contribution" means the sum of One Million Two Hundred and eleven Thousand Two Hundred and Fifty Pounds (£1,211,250) (Indexed) to be used in accordance with the provisions of Clauses 15 and 36.2.7;

"Lime Stabilisation Works" means the method used for transforming soils using natural materials into sound construction foundations to be used in the construction of roads for modifying sub-grade soils and sub-base materials, the extent of such works to be shown on the Lime Stabilisation Plan;

"Lime Stabilisation Plan" means the plan numbered GTWVILLE3/EW/04 annexed to this Deed at Appendix 27 showing the extent of the Lime Stabilisation Works;

"Local Centre" means a local centre to include the Community Centre, Extra Care Facility (subject to Clause 8.2), Health Centre and Nursery to be provided within the Site in the location shown on the Social Infrastructure Plan;

"Local Housing Partnership" means any arrangements between the Relevant Authority and Registered Providers operating within their area whereby arrangements are made for the effective management of affordable housing stock;

"London Road Toucan Crossing Works" means works for the construction of a new toucan crossing on London Road to provide a link from the Site to Waterloooville town centre as shown for indicative purposes coloured dark blue and referred to as "London Road Toucan Crossing" on the S106 Highway Works Plan and as shown in principle on drawing number GTWVILLE/TP/2206 PR01 at Appendix 10;

"London Road Purbrook Contribution" means the sum of Fifty Thousand Pounds (£50,000) (Indexed) to be used in accordance with Clause 36.2.8.1;

"Main Access" means the roundabout junction off Maurepas Way as shown on the drawing at Appendix 15 constructed pursuant to an agreement dated 8th July 2008 made between the County Council Grainger WWDL and the Chargee which has been completed;

"Main Access Toucan Crossing Contribution Part 1" means the sum of Eighty Thousand Pounds (£80,000) payable pursuant to Clause 20.80 towards the cost of providing improved pedestrian and cycle crossing facilities of the site access road in the vicinity of the Main Access;

"Main Access Toucan Crossing Contribution Part 2" means the sum of Fifty Thousand Pounds (£50,000) payable pursuant to Clause 20.81 towards the additional cost of providing improved pedestrian and cycle crossing facilities of the site access road in the vicinity of the Main Access in the event the County Council shall determine that such crossing facilities are to be situated outside and not within the boundary of the Site;

"Maintenance Period" means a period of twenty four months in relation to the Cricket Pitch and otherwise a period of twelve months following the acceptance or deemed acceptance of a Completion Notice;

"Market Rent" means in accordance with the Royal Institute of Chartered Surveyors' Red Book (RICS Appraisal and Valuation Standards) 7th edition the estimated amount for which a property, or space within a property, should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;

"Market Value" means in accordance with the Royal Institute of Chartered Surveyors' Red Book (RICS Appraisal and Valuation Standards) 7th edition the

estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion (and where "knowledgeably prudently" means the buyer and seller are reasonably informed about the nature and characteristics of the property its actual and potential uses and the state of the market);

"Material Breach" means a breach which gives rise to a material adverse effect and which is not attributable to any delay on the part of the County Council, Winchester or Havant in giving consent under this Deed, or entering into any further agreement or in exercising any statutory functions in a timely manner;

"Material Breach Notice" shall have the meaning given by clause 4.9;

"Maurepas Way Access" means the highway works completed by the Developer pursuant to an agreement pursuant to section 278 of the Highways Act dated 8th July 2008 and shown for illustrative purposes only on the S106 Highways Works Plan;

"Maurepas Way Integration Contribution" means the sum of One Million Two Hundred Thousand Pounds (£1,200,000) (Indexed) to be paid in accordance with Clause 23.7 and to be spent by the County Council on the carrying out and completion of an integration study and the carrying out of any integration works as a result thereof agreed between the County Council Havant Winchester and the Developer;

"Maurepas Way Toucan Crossing Works" means works for the construction of a staggered new toucan crossing on Maurepas Way to provide a link from the Site to Waterlooville town centre as shown for indicative purposes coloured yellow and referred to as "Maurepas Way Toucan Crossing" on the S106 Highway Works Plan and as shown in principle on drawing GTWVILLE/GA/0007 REV PR01 at Appendix 21;

"Milk Lane Access Works" means an all moves right turn lane priority junction with London Road incorporating an interchange including a high specification bus stop real time information technology cycle parking all to be built using high quality materials at the location referred to as 'Milk Lane works' on the S106 Highway Works Plan and as shown in principle on drawing number GTWVILLE2/GA/2003 Rev PR02 at Appendix 14;

"Milk Lane Crossing Contribution" means the sum of Fifty Five Thousand Pounds (£55,000) (Indexed) towards the costs incurred by the County Council in the design construction and maintenance of a pedestrian crossing at Milk Lane;

"Minibus Service to Crookhorn School" means a minibus service provided by the Developer at its own expense in a vehicle or vehicles to a specification approved by the County Council from a point or points on the Site and at times approved by the County Council providing transport for children from the Development and attending Crookhorn School to and from Crookhorn School in accordance with the provisions of Clause 20.76 of this Deed;

"Monitoring Officer" means an officer employed by the Developer in accordance with Clause 28.1;

"Multi-Use Games Area" or "MUGA" means the multi-use games area to be available as a free access facility shown indicatively on the Social Infrastructure Plan as part of the "sports provision" and on the Town Park Plan;

"Multi-Use Greenway" means a new multi-use route 6 metres in width and comprising a cycletrack for shared use 3 metres in width and a bridleway 3 metres in width from the boundary of the Old Park Farm Site to the existing Purbrook Heath Road in a location shown for indicative purposes coloured dark red between points I to J (and referred to as "Multi-Use Greenway" on the S106 Highway Works Plan) and as shown in principle on drawings GTWVILLE2/GA/004 REV PR02 and GTWVILLE2/GA/005 REV PR02 at Appendix 8;

"Multi-Use Sports Pitch" means the multi-use sports pitch to be available as a hireable facility for tennis and five-a-side football shown indicatively on the Social Infrastructure Plan as part of the "sports provisions" and on the Town Park Plan;

"National Standards" means the standards prescribed by section 5 of the Flood and Water Management Act 2010;

"NEAP" means a neighbourhood equipped area of play designed primarily for use of children of relative independence and aged 12 years and over and in accordance with the specification to be agreed by the Developer and the Relevant Authority in accordance with Clause 9.94;

"Net Internal Area" means as defined in the RICS Guidance Note "Code of Measuring Practice: A Guide for Property Professionals" 6th Edition;

"Newlands Farm Community Nature Reserve" means the land shown indicatively and shaded pink on the drawing entitled "Community Nature Reserves Figure 1" and appended to this Deed at Appendix 28;

"Newlands Site Plan" means SNUD 183989 Drawing number S106/1 attached to this Deed at Appendix 1 and marked "Newlands Site Plan";

"Northern Allotments" means the new allotments shown indicatively on the Social Infrastructure Plan and labelled "Northern Allotments";

"Northern Primary School" means the Primary School to be constructed upon the Northern Primary School Site;

"Northern Primary School Extension Land" means an area comprising no less than 1 hectare of land adjoining the Northern Primary School Site as shown edged blue in the Northern Primary School Plan suitable for the construction accommodation and use of the buildings and outdoor facilities required for a temporary or permanent extension to the Primary School to be constructed on the Northern Primary School Site;

"Northern Primary School Haul Route" means a temporary access route to be constructed by the Developer at its own cost to the reasonable satisfaction of the County Council and suitable for the purpose of constructing a Primary School on the Northern Primary School Site the route of said haul route being shown in part indicatively on the Northern Primary School Plan and for the avoidance of doubt extending to the public highway at the Main Access through Phase 1 using the road network approved pursuant to the Planning Permission;

"Northern Primary School Plan" means the plan showing the location of the Northern Primary School Site together with the road network in the immediate vicinity serving the site and general disposition of uses surrounding the site being Drawing number SNUD 183989 S106/5 at Appendix 3;

"Northern Primary School Site" means the area comprising no less than 2 hectares of land sufficient to accommodate a Primary School in the location shown edged red on the Northern Primary School Plan and suitable for the construction accommodation and use of the buildings and outdoor facilities required for a two form Primary School;

"Northern Primary School Site Notice" means a notice served by the County Council pursuant to Clause 36.13 notifying the Developer that the construction of the Primary School on the Northern Primary School Site is about to commence;

"Northern Primary School Travel Plan" means a travel plan produced by the County Council intended to deliver sustainable travel objectives including reductions in car usage reduced traffic speeds and improved road safety for occupants of the Site travelling to and from the Northern Primary School Site;

"Northern Primary School Travel Plan Contribution" means the sum of Twelve Thousand One Hundred and Sixty Pounds (£12,160) (Indexed) towards the costs incurred by the County Council in providing the Northern Primary School Travel Plan including the cost of implementation of any measures arising out of the Northern Primary School Travel Plan;

"Notification of Plot Sale Notice" means a notification of sales of individual Residential Units comprised within the Site to an individual residential occupier in the form of the draft set out in Schedule 2;

"Nursery" means a building to be built on the Nursery Land to provide a children's nursery school for no less than 100 children resident in the vicinity of the Site or the Old Park Farm Site or whose parents are employed on premises on or in the vicinity of the Development or the Old Park Farm Site (unless otherwise agreed with the County Council) together with ancillary parking and subject to the grant of all relevant consents including planning permission;

"Nursery Land" means land located in the Local Centre as shown indicatively on the Social Infrastructure Plan to provide the Nursery;

"Nursery Provider" means a body providing nursery school services to be agreed with the Relevant Authority and the County Council;

"Occupation" means in respect of any Residential Unit or Traffic Generation Unit the date on which the Residential Unit or Traffic Generation Unit is first occupied for residential or business purposes whether permanently or temporarily except as a site or sales office or as a marketing suite and a Residential Unit or Traffic Generation Unit shall be deemed "Occupied" for all purposes upon and at all times after its first residential occupation or occupation for business purposes and the expressions "**Occupy**" and "**Occupied**" shall have a corresponding meaning;

"Off-Site Green Links Contribution" means a contribution in a sum of Eighty One Thousand Sixty Nine Pounds (£81,069) (Indexed) towards the costs incurred by the County Council in the design and construction of new and/or the improvement/upgrading of existing public right(s) of way/cycletrack(s)/permissive

route(s) including the cost of the acquisition of any land/compensation required in respect of the establishment/upgrading of such routes providing or benefiting access from and to the Site to the area of Creech Wood and/or Portsdown Hill;

"Off-Site Highway Works" means the following:

- the Pedestrian/Cycle Route to Crookhorn School;
- the Pedestrian/Cycle Route to South Downs College;
- the London Road One Toucan Crossing Works;
- the Maurepas Way Toucan Crossing Works;
- the Milk Lane Access Junction Improvement Works; and
- the Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works;

"Off-Site Pedestrian/Cycle Route to Crookhorn School" means works for the provision of a pedestrian/cycle route from a suitably connecting right of way on the Site to Crookhorn School including a toucan crossing at the access/egress of the Site at London Road in the location shown for indicative purposes coloured yellow and referred to as "Pedestrian/Cycle Route to Crookhorn School" on the S106 Highway Works Plan and as shown in principle on Drawings GTWVILLE2/TP/2201 REV PR01 GTWVILLE2/TP/2202 REV PR01 GTWVILLE2/TP/2203 REV PR01 GTWVILLE2/TP/2204 REV PR01 and GTWVILLE2/TP/2205 REV PR01 at Appendix 20;

"Old Park Farm Site" means the land to the north of the Site shown for identification purposes only hatched black on the Newlands Site Plan the subject of the Wimpey Planning Permission and the Wimpey Agreement;

"On-Site Highway Works" means the following:

- the Principal Highway Infrastructure; and
- the On-Site Pedestrian/Cycle Route to Crookhorn School;

"On-Site Pedestrian/Cycle Route to Crookhorn School" means the provision of a 3 metre width shared-use footway cycletrack from the Principal Highway Infrastructure to the boundary of the Site to link with the existing Puffin Crossing on London Road on the same alignment as existing Havant Footpath 18 as shown indicatively coloured dotted pink on the S106 Highway Works Plan and as shown in principle on drawing GTWVILLE2/SK/0035 Rev PR01 at Appendix 17;

"Open Market Unit" means any Residential Unit to be constructed upon the Site not being an Affordable Housing;

"Open Space" means those parts of the Site identified as "open space" on the Social Infrastructure Plan together with any areas of open space within a Phased Area as set out in any Reserved Matters Approval the Open Space Facilities and Children's Play Facilities;

"Open Space Facilities" means the Cricket Pitch, the Multi-Use Sports Pitch, the Multi-Use Games Area, the Skateboard Facility, the Shelter, the Ancillary Facilities and the Brambles South Link;

"Open Space Transfer" means a transfer substantially in the form at Schedule 9;

"Open Space Works" means the works defined in Clause 9.13;

"Parties" means the County Council WVDL Grainger Havant and Winchester and
"Party" shall be construed accordingly;

"Pedestrian/Cycle Route to South Downs College" means works for the provision of a pedestrian/cycle route from the Pedestrian/Cycle Route to Crookhorn School as far as South Downs College including a staggered toucan crossing at Purbrook Way junction with College Road in the location shown for indicative purposes coloured purple and referred to as (inter alia) "Pedestrian/Cycle Route to South Downs College" on the S106 Highway Works Plan and as shown in principle on Drawing GTWVILLE2/GA/1001 PR04 at Appendix 13;

"Permanent Northern School Access" means the route (being necessary to link the Site to the Old Park Farm Site) shown indicatively on drawing GTWVILLE2/SK/0048 PR01 at Appendix 26 to be constructed in accordance with the requirements of Clauses 20.79 to 20.81 (inclusive) provided that and for the avoidance of doubt such access works shall not include the Bridge Link which is to be provided by Wimpey pursuant to the Wimpey Agreement;

"Phase 1" means the area shown coloured by reference to the key and labelled "01" on the Phased Area Plan which includes the Northern Primary School Site and a play area and is accessed by the Infrastructure Phase 1 comprising in part the Full Application Land;

"Phase 2" means the area shown coloured by reference to the key and labelled "02" on the Phased Area Plan which includes the Cemetery Site and a play area and is accessed by the Infrastructure Phase 2;

"Phase 3" means the area shown coloured by reference to the key and labelled "03" on the Phased Area Plan which includes a play area and which is accessed by the Infrastructure Phase 3;

"Phase 4" means the area shown coloured by reference to the key and labelled "04" on the Phased Area Plan which includes a play area and which is accessed by the Infrastructure Phase 4;

"Phase 5" means the area shown coloured by reference to the key and labelled "05" on the Phased Area Plan which includes a play area and which is accessed by the Infrastructure Phase 3 and Infrastructure Phase 5;

"Phase 6" means the area shown coloured by reference to the key and labelled "06" on the Phased Area Plan which includes the Community Centre Health Centre Land the Extra Care Facility Land (subject to Clause 8.2) and Nursery Land and Phase 1 River Restoration and a LEAP and which is accessed by the Infrastructure Phase 6 and Infrastructure Phase 7;

"Phase 7" means the area shown coloured by reference to the key and labelled "07" on the Phased Area Plan and includes "Plant Farm";

"Phase 8" means the area shown coloured by reference to the key and labelled "08" on the Phased Area Plan which includes a play area;

"Phase 9" means the area shown coloured by reference to the key and labelled "09" on the Phased Area Plan which includes a LEAP and a NEAP the Northern Allotments Phase 2 River Restoration and which is accessed by the Infrastructure Phase 9;

"Phase 10" means the area shown coloured by reference to the key and labelled "10" on the Phased Area Plan which includes a play area and which is accessed by the Infrastructure Phase 9 and Infrastructure Phase 10;

"Phase 11" means the area shown coloured by reference to the key and labelled "11" on the Phased Area Plan which includes a play area and Phase 3 Multi-Use Greenway and which is accessed by the Infrastructure Phase 10;

"Phase 12" means the area shown coloured by reference to the key and labelled "12" on the Phased Area Plan which includes a NEAP (shared with Phase 13) Phase 4 Multi-Use Greenway and the Southern Primary School Site and which is accessed by the Infrastructure Phase 12;

"Phase 13" means the area shown coloured by reference to the key and labelled "13" on the Phased Area Plan which includes a NEAP (shared with Phase 12) the Southern Allotments and Phase 5 Multi-Use Greenway and which is accessed by the Infrastructure Phase 13;

"Phased Area" means an area of the Development as shown coloured by reference to the key on the Phased Area Plan and identified as being Phase 1-13 together with Employment Phase 1 Employment Phase 2 and the Town Park;

"Phased Area Plan" means the drawing reference SNUD 183989 S106/8 annexed to this Deed at Appendix 6 and marked "Illustrative Phasing Plan" identifying the Phased Areas and Open Space of the Development and as may be amended with the agreement of the Parties from time to time;

"Phased Area Strategy" means a strategy as described in Clause 7.11 to be submitted to and approved by the Relevant Authority in respect of each Phased Area in accordance with Clause 7.1.1;

"Planning Obligations" means the planning obligations imposed on the Developer and contained in this Deed at Clauses 6 to 28 (inclusive);

"Planning Permission" means the planning permissions which may be granted pursuant to the Havant Application and the Winchester Application;

"Primary Care Trust" means a body that receives funding direct from the Department of Health whose primary roles as set out in guidance produced by the Department of Health are (i) engaging with its local population to improve health and well-being (ii) commissioning a comprehensive and equitable range of high-quality responsive and efficient services within allocated resources across all service sectors and (iii) directly providing high-quality responsive and efficient services where this gives best value or any replacement commissioning body carrying out similar functions;

"Primary School" means land and buildings for providing primary education facilities within the meaning of Section 2(1) of the Education Act 1996 for a primary school;

"Principal Highway Infrastructure" means the principal onsite vehicular/pedestrian route shown green and labelled "Grainger Spine Road" on the S106 Highway Works Plan the design and specification of which is to be agreed with the County Council and is to be provided in phases in accordance with the Infrastructure Phases;

"Project Architect" means as defined in Clause 34.3.4;

"Public Access Masterplan" means drawing number GTWVILLE2/SK/0041 REV PR01 marked "Public Access Masterplan" attached to this Deed at Appendix 23 and showing indicative routes through the Site over which the public shall be permitted at all times and for all purposes to pass and repass on foot and (where appropriate) on bicycles;

"Public Transport Infrastructure Brief" means passenger transport infrastructure as might be required by the County Council in relation to the Site as set out in Schedule 3;

"Purbrook Heath Sports Pitch Contribution" means the sum of One Hundred Thousand Pounds (£100,000) (Indexed) to be used by Havant in accordance with Clause 14;

"Registered Provider" means either:

- a Registered Provider of Social Housing within the meaning of the Housing and Regeneration Act 2008, or
- other entity providing Affordable Housing under equivalent rental or lease arrangements to Registered Providers approved or accredited by the Homes and Communities Agency and whose terms or approval or accreditation have been evidenced to the reasonable satisfaction of the Relevant Authority in writing;

"Regulation 3 Application" means an application by the County Council under Regulation 3 of the Town and Country Planning General Regulations 1992 for the development of the Northern Primary School Site and/or the Southern Primary School Site;

"Release Notice" means written notice served by the County Council on the Developer pursuant to Clause 25.41 confirming that it does not intend to construct a Primary School on the Southern Primary School Site (or the Alternative Southern Primary School Site if applicable) and that it intends either:

- ONLY to extend the Northern School Site and that Clauses 25.44 and 25.47 to 25.50 are to apply; OR
- that (in the alternative) it requires the Release Education Contribution (as defined in Clause 25.40) to be paid and that the provisions of Clauses 25.46 to 25.50 are to apply;

"Relevant Authorities" means Winchester in relation to each of the covenants restrictions and/or obligations in this Deed as relate to the Winchester Site and Havant in relation to each of the covenants restrictions and/or obligations in this Deed as relate to the Havant Site or both Winchester and Havant where appropriate and "Relevant Authority" shall have a corresponding meaning;

"Relevant Commuted Sum" means a commuted sum to be paid to the Relevant Authority towards the future maintenance of buildings, works or facilities to be transferred to the Relevant Authority, such sum to be calculated in accordance with Clause 34.22;

"Relevant Payer" means the person or persons who pays the whole or any part of a Contribution pursuant to this Deed;

"Relevant Transfer" means any transfer to the Relevant Authority or the County Council in accordance with the requirements of Clause 34;

"Reserved Matters Application" means an application which has been submitted to the Relevant Authority for Reserved Matters Approval;

"Reserved Matters Approval" means the approval of all or any of the matters reserved for the subsequent approval of Winchester and/or Havant following the grant of Planning Permission;

"Reserved Matters Area" means an area of the Development to be developed in accordance with a Reserved Matters Approval and the expression "Reserved Matters Areas" shall have a corresponding meaning;

"Residential Travel Plan" means the travel plan in respect of the residential elements of the Development set out at Schedule 4;

"Residential Travel Plan Deposit" means the sum of One Hundred Thousand Pounds (£100,000);

"Residential Unit(s)" means any dwelling or dwellings as the context so requires constructed or to be constructed within the Site and shall comprise Open Market Units and Affordable Housing Units and for the avoidance of doubt shall not include any units provided as an Extra Care Facility;

"RICS" means the Royal Institution of Chartered Surveyors;

"Right to Acquire" means the right conferred on tenants to buy Affordable Housing Units from a Registered Provider under the Housing Act 1996 and a right to acquire shares of the whole of a Unit conferred on the tenant of a Grainger Let;

"River Restoration Engineering Works" means the engineering works approved as part of the River Restoration Scheme (to be carried out in two phases) associated with the breaking out of the existing concrete channel and earthworks to achieve the realignment and re-profiling of the River Wallington to form a two-stage flow channel and associated ancillary features, including pools, riffles, backwaters and wetlands;

"River Restoration Landscape Works" means the landscape works approved as part of the River Restoration Scheme to be carried out in the River Wallington Community Nature Reserve;

"River Restoration Scheme" means a detailed scheme for the restoration of the River Wallington Nature Reserve comprising the River Restoration Engineering Works and the River Restoration Landscape Works to be undertaken in two phases such scheme to be submitted and approved pursuant to Clause 19.14;

"River Wallington Community Nature Reserve" means approximately 17 hectare of land to be set aside for a conservation nature reserve in the location shown coloured green and purple on the River Wallington Plan and also shown indicatively and shaded blue on the drawing entitled "Community Nature Reserves Figure 1" and appended to this Deed at Appendix 28 such land to have a minimum of a 25 metre buffer zone between the river dry weather channel and any built development to the north or the south;

"River Wallington Plan" means drawing number GTWVILLE2/RR/0004 PRO3 and labelled "River Restoration Plan" annexed to this Deed at Appendix 25;

"S106 Highway Works Plan" means drawing number GTWVILLE2/TP/0017 PRO22 annexed to this Deed at Appendix 9;

"Service Installations" means sewers drains culverts channels outlets mains wire cables ducts flues soakaways and other conducting media for the supply of Services substations regulator valves and all other infrastructure whatsoever for Services all of which shall be laid by the Developer in on over or under the Site;

"Serviced Land" means land at the boundary of which all Services are available as the County Council shall require and approve such Services to be capable of connection at no unusual or exceptional cost;

"Services" means:

- (a) foul and surface water drainage ready for use and which are connected to adopted sewers or a completed and functional sustainable urban drainage system constructed to a standard agreed with the County Council or Relevant Authority as the case may be; and
- (b) pipes and cables which are connected to mains services and suitable and of adequate capacity for the supply of gas water electricity telephone and data transfer facilities,

or such of the items referred to in paragraphs (a) and (b) above which shall be necessary to enable any land or building to function for its permitted use all of which items referred to in paragraphs (a) and (b) above shall have adequate capacity to serve the part of the Development for which any obligation in this Deed requires the provision of Services or Serviced Land;

"Shared Ownership Units" means affordable housing leased to a lessee on payment of a premium calculated by reference to the value of the Affordable Housing Unit and where the total housing costs for such unit meets the Affordability Test with rent being paid on the remaining share which is held by the Registered Provider or Grainger Provider and the lessee will be able to increase its share up to and including 100 per cent ownership should it wish to do so;

"Shelter" means the youth shelter as shown indicatively on the Social Infrastructure Plan as part of the "sports provision" and on the Town Park Plan;

"Site" means land west of London Road Waterlooville and measuring approximately 132.07 ha and shown for the purpose of identification only edged green on the Newlands Site Plan;

"Skateboard Facility" means the facility for skateboarding rollerblading or similar activities shown indicatively on the Social Infrastructure Plan as part of the "sports provision" and on the Town Park Plan;

"Social Infrastructure Site" means the Extra Care Facility Land (if required) Northern Primary School Site the Northern Primary School Extension Land (if required) the Southern Primary School Site the Town Park Open Space the Newlands Farm Community Nature Reserve the River Wallington Community Nature Reserve the Northern Allotments the Southern Allotments and the Cemetery;

"Social Infrastructure Plan" means the drawing reference SNUD 183989 S106/3 annexed to this Deed at Appendix 2 and marked "Social Infrastructure Plan" as may be amended with the agreement of the Parties from time to time;

"Social Rented Units" means those Affordable Housing Units for which the rent payable by tenants is determined through the national rent regime and such units shall have a minimum tenancy term of five years;

"Southern Access Works" means works for the realignment improvement and widening of the existing roundabout at the junction of London Road and Ladybridge Road and re-alignment of Purbrook Heath Road to include stopping up of highway rights of a section of the existing Marrelswood Gardens providing access to the Site at the southern limit of the Transport Infrastructure the extinguishment of any private rights of way as may exist over the western arm of the Southern Access Works between the existing roundabout and the new roundabout at the junction of the Transport Infrastructure Southern Access and the realigned Purbrook Heath Road and provision of a toucan crossing of London Road south of the existing roundabout as shown for indicative purposes coloured light blue and referred to as "Southern Access" Works on the S106 Highway Works Plan and as shown in principle on drawing number GTWVILLE/GA/0903 Rev PR06 at Appendix 12;

"Southern Allotments" means the new allotments shown indicatively on the Social Infrastructure Plan and labelled "Southern Allotments";

"Southern Primary School" means the Primary School to be constructed upon the Southern Primary School Site;

"Southern Primary School Access Route" means that part of the Principal Highway Infrastructure passing through Phase 12 Phase 13 Phase 2 and Phase 4 (or such other route as shall be agreed by the County Council) to provide vehicular and pedestrian access to the boundary of the Southern Primary School Site from an existing public highway;

"Southern Primary School Haul Route" means a temporary access route to be constructed by the Developer at its own cost to the reasonable satisfaction of the County Council and suitable for the purpose of constructing a Primary School on the Southern Primary School Site to permit the County Council access and egress for construction purposes to the Southern Primary School Site from a publicly maintainable road;

"Southern Primary School Site Notice" means a notice served by the County Council pursuant to Clause 36.14 notifying the Developer that the construction of the Primary School on the Southern Primary School Site is about to commence;

"Southern Primary School Plan" means the plan showing the location of the Southern Primary School Site together with the road network in the immediate vicinity forming part of the Southern Primary School Access Route serving the site and general disposition of uses being drawing number SNUD 183989 S106/6 at Appendix 4;

"Southern Primary School Site" means the area comprising approximately but not less than 2 hectares of land sufficient to accommodate the Primary School in the location shown on the Southern Primary School Plan and suitable for the construction accommodation and use of the buildings and outdoor facilities required for a two form entry Primary School;

"Southern Primary School Travel Plan" means a travel plan produced by the County Council intended to deliver sustainable travel objectives including reductions in car usage reduced traffic speeds and improved road safety for occupants of the Site travelling to and from the Southern Primary School Site;

"Southern Primary School Travel Plan Contribution" means the sum of Seven Thousand Five Hundred Pounds (£7,500) (Indexed) towards the costs incurred by the County Council in providing the Southern Primary School Travel Plan including the cost of implementation of any measures arising out of the Southern Primary School Travel Plan;

"Staircasing Receipts" means monies received by a Registered Provider or a Grainger Provider arising from the sale (net of reasonable evidenced sale and build costs) of:

- (a) any further share of the equity or ownership of a Shared Ownership Unit following the first acquisition by that occupier of an interest in an Affordable Housing Unit by the occupier; and/or
- (b) any acquisition by the occupier of an Intermediate Rented Affordable Unit pursuant to their Right to Acquire

provided that such a receipt shall be excluded from this definition to the extent to which the Registered Provider or Grainger Provider is required to pay that receipt to the HCA or any other person or body pursuant to an arrangement for grant funding in relation to the provision of Affordable Housing Units on the Development;

"Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works" means

- (a) works for the realignment improvement widening and signalisation of the existing roundabout at the junction of Stakes Road Stakes Hill Road Crookhorn Lane and Purbrook Way;
- (b) works for the realignment improvement and widening of the existing junction at Purbrook Way and College Road; and
- (c) the widening of Purbrook Way between the junction of Stakes Road Stakes Hill Road Crookhorn Lane and Purbrook Way and the junction of Purbrook Way and College Road

all as shown for indicative purposes coloured mustard yellow and referred to as "Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works (including

Pedestrian/Cycle Route to South Downs College)" on the S106 Highway Works Plan and as shown in principle on drawing GTWVile2/GA/1001 Rev PR04 at Appendix 13;

"Substantially Completed" means constructed to 'Second Fix' stage of the construction process of a Residential Unit;

"SuDS" means a sustainable drainage system which is a system of component structures designed to receive rainwater which serves two or more properties but is not a public sewer, natural watercourse or solely drains the public highway;

"SuDS Catchment" means a part of the SuDS Scheme draining an area of the Development to a single controlled discharge point into an existing Watercourse or the diverted alignment of an existing Watercourse with a free outfall directly or indirectly into the River Wallington or one of its tributaries;

"SuDS Plan" means the drawing reference GTWVILE2/DR/0001 rev PR02 marked "SuDS Concept Layout" at Appendix 7;

"SuDS Scheme" means the SuDs as shown indicatively on the SUDS Plan comprising all treatment and drainage systems including any pipe work permeable features swales reed beds ponds filter trenches attenuation tanks detention basins and such additional temporary or permanent features as may be necessary to protect SuDS features constructed in early phases of the development from potential damage arising through activities associated with construction of subsequent phases of the development to be provided by the Developer on the Site in accordance with Clause 19.8 of this Deed;

"Supported Care" means on site care services accessible 24 hours a day seven days a week relevant and appropriate to the individual residents' care needs enabling them to live independently;

"Temporary Services" means a temporary supply of electricity surface water drainage foul sewerage and telephone facilities suitable for and of sufficient capacity to enable the County Council's appointed contractor to construct a Primary School on either the Northern Primary School Site or the Southern Primary School Site as appropriate to the reasonable satisfaction of the County Council;

"Town Park" means an area of Open Space including the Open Space Facilities other than the Brambles South Link as indicated on the Social Infrastructure Plan and more particularly shown on the Town Park Plan;

"Town Park Plan" means drawing reference D1821 annexed to this Deed at Appendix 24 and marked "Town Park Plan" as may be amended with the agreement of the parties from time to time;

"Traffic Generation Unit" means any permanent B1 B2 B8 premises constructed or to be constructed on the Site pursuant to the Planning Permission and for the avoidance of doubt excluding any building which is constructed for the purposes of providing temporary community facilities or for use as an estate office during construction of the Development and the expression "Traffic Generation Units" shall have a corresponding meaning;

"Travel Plan Coordinator" means a person employed by the Developer to monitor and implement the objectives of the Residential Travel Plan and the Workplace Travel Plan for the whole Development;

"Trigger Point" means any date or stage of the Development which is the stipulated time for performance of any Planning Obligation or other obligation under this Deed;

"Watercourse" means the same as in section 72(1) of the Land Drainage Act 1991;

"Wheelchair-accessible Housing" means self-contained accommodation designed to be accessible by physically disabled people and wheelchair users and adaptable for independent living of such persons to such standards as shall from time to time be determined by the HCA or such standards as shall be agreed between the Developer and the Relevant Authority the fit-out specification and nomination arrangements of which shall be agreed at the time of submission of the relevant Reserved Matters Approval(s);

"Wimpey" means jointly and severally Taylor Wimpey UK Limited (registered number 01392762) and Laing Homes Limited (registered number 00518602);

"Wimpey Agreement" means an agreement pursuant to (inter alia) Section 106 of the Act in respect of the Wimpey Planning Permissions between the County Council Winchester Havant Taylor Wimpey UK Limited and Laing Homes Limited and dated 20th December 2007 together with any deeds of variation or supplemental deeds thereto;

"Wimpey Allotments Contribution" means the sum of Twenty Nine Thousand and Three Hundred and Sixty Three Pounds (£29,363) (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Allotments;

"Wimpey Cemetery First Phase Contribution" means the sum of One Hundred and Sixty Two Thousand Seven Hundred and Eighty Nine Pounds (£162,789) (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Cemetery on the Site or such facility serving the Old Park Farm Site;

"Wimpey Cemetery Second Phase Contribution" means the sum of One Hundred and Sixty Two Thousand Seven Hundred and Eighty Nine Pounds (£162,789) (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Cemetery on the Site or such facility serving the Old Park Farm Site;

"Wimpey Community Centre Contribution" means the sum of Four Hundred and Seventeen Thousand Nine Hundred and Fifteen Pounds (£417,915) (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Community Centre on the Site or such facility serving the Old Park Farm Site;

"Wimpey Community Centre Maintenance Contribution" means the sum of Fifty Thousand Six Hundred and twenty Five Pounds (£50,625) (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the maintenance of the Community Centre on the Site or such facility serving the Old Park Farm Site;

"Wimpey Cricket Pavilion and Mower and Tractor Shed Maintenance Contribution" means the sum of Five Thousand Six Hundred and twenty Five Pounds (£5,625) or such other sum as may be agreed between the Relevant

Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the maintenance of the Ancillary Facilities on the Site or such facility serving the Old Park Farm Site;

"Wimpey Cricket Pavilion Contribution" means the sum of One Hundred and Twenty Four Thousand Two Hundred and Forty Five Pounds (£124,245) or such other sum as may be agreed between the Relevant Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Cricket Pavilion on the Site or such facility serving the Old Park Farm Site;

"Wimpey Cricket Pitch Contribution" means the sum of One Hundred and Fifteen Thousand Seven Hundred and Seventy Four Pounds (£115,774) (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Cricket Pitch on the Site or such facility serving the Old Park Farm Site;

"Wimpey Mower and Tractor Shed Contribution" means the sum of Twenty Eight Thousand and Two Hundred and Thirty Eight Pounds (£28,238) or such other sum as may be agreed between the Relevant Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Ancillary Facilities on the Site or such facility serving the Old Park Farm Site;

"Wimpey MUGA Contribution" means the sum of Seventy One Thousand and Fifty Seven Pounds (£71,057) or such other sum as may be agreed between the Relevant Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the MUGA on the Site or such facility serving the Old Park Farm Site;

"Wimpey Multi-Use Sports Pitch Contribution" means the sum of One Hundred and Seven Thousand Four Hundred and Sixty Seven Pounds (£107,467) or such other sum as may be agreed between the Relevant Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Multi-Use Sports Pitch on the Site or such facility serving the Old Park Farm Site;

"Wimpey Planning Permissions" means planning permission granted by Havant bearing statutory register number 05/40000/000 for development of part of the

Wimpey Site and planning permission granted by Winchester bearing statutory number 05/00500/OUT for development of the Old Park Farm Site;

"Wimpey Shelter Contribution" means the sum of Eleven Thousand Eight Hundred and Ninety Pounds (£11,890) or such other sum as may be agreed between the Relevant Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Shelter on the Site or such facility serving the Old Park Farm Site;

"Wimpey Skateboard Facility Contribution" means the sum of Sixteen Thousand Seven Hundred and Sixty Eight Pounds (£16,768) or such other sum as may be agreed between the Relevant Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the provision of the Skateboard Facility on the Site or such facility serving the Old Park Farm Site;

"Wimpey Sports and Youth Facilities Maintenance Contribution" means the sum of Twenty Six Thousand Two Hundred and Eighty Five Pounds (£26,285) or such other sum as may be agreed between the Relevant Authorities and Wimpey to reflect any change in the scale or extent of facilities being made under this Deed compared to the scale and/or extent envisaged to be provided by the Developer at the time of the Wimpey Agreement dated 20 December 2007 (Indexed to the date of payment from Wimpey to Winchester and together with any interest accrued) towards the maintenance of the Multi-Use Sports Pitch, the Multi-Use Games Area, the Skateboard Facility and the Shelter on the Site;

"Winchester" means Winchester City Council;

"Winchester Application" means an application by the Developer to Winchester City Council bearing statutory register number 10/02862/OUT/W19499/01 for development of the Winchester Site;

"Winchester Site" means that part of the Site within the administrative area of Winchester and identified on the Newlands Site Plan (being the Site excluding the Havant Site);

"Working Day" means any day Monday-Friday inclusive excluding Bank Holidays and public holidays and such other times as the Relevant Authority's offices are formally closed and **"Working Days"** shall have a corresponding meaning; and

"Workplace Full Travel Plan" means the full travel plan to be prepared by the Developer in respect of Traffic Generation Units comprised within the Development based on the principles contained within the Workplace Framework Travel Plan and approved by the County Council in accordance with Clause 22.5;

"Workplace Framework Travel Plan" means the framework travel plan in respect of Traffic Generation Units comprised within the Development annexed at Schedule 5;

"Workplace Travel Plan Deposit" means the sum of Fifty Four Thousand pounds (£54,000);

"WVDL" means West Waterlooville Developments Limited.

- 1.2 Reference to any Recital Clause Sub-clause or Annex (or any part of them) shall (unless the context otherwise requires) be references to a Clause Sub-clause Schedule or Annex (or any part of them) in this Deed.
- 1.3 Headings to Clauses and Schedules are for ease of reference only and are not intended to be construed as part of this Deed.
- 1.4 References to any statute include any amendment modification extension consolidation or re-enactment of it and any statutory instrument regulation or order made under it which is for the time being in force.
- 1.5 Where prior to its completion or delivery the size type location land take design construction cost location and/or specification of any works buildings or facilities under this Deed are to be designed costed specified maintained built or laid out by reference to any identified guidelines standard regulations legislative requirements policies and cost parameters ("**Standards**") then the most up-to-date Standards prevailing at the time of application for Reserved Matters Approval for such part of the Development shall if required by the Relevant Authority or the County Council be deemed to apply to such works buildings and facilities in such part of the Development as at the time they are to be constructed and the size type location land take construction cost location and specification shall be in accordance with the most up-to-date Standards at the time of application for Reserved Matters Approval for such part of the Development including any adjustment to land take and size of facility and any dispute as to the application or extent of such land works buildings or facilities in such part of the Development shall in the absence of agreement with the Relevant Authority or the County Council be determined under the disputes procedure in Clause 40.
- 1.6 Words importing one gender shall include all genders.
- 1.7 The singular shall include the plural and vice versa.
- 1.8 References to the Developer shall include or constitute reference to its successors in title and assigns to the Site and the Integration Land.
- 1.9 References to the County Council Winchester and Havant shall be deemed to include their respective successors in respect of their respective functions referred to in Recital A.
- 1.10 Any approvals or agreements authority or notice to be given by the County Council Winchester and/or Havant under this Deed shall be given in writing and pursuant to the provisions of Clause 35 of this Deed.

2 Statutory Power

- 2.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 the Highways Act 1980 the Education Act 1996 the Education and Inspections Act 2006 the Environmental Protection Act 1990 the Environment Act 1995 the Transport Acts 1985 and 2000 the Housing Acts 1985 1996 and 2008 the Local Government Act 2000 and where appropriate Section 33 of the Local

Government Miscellaneous Provisions Act 1982 and all other enabling powers.

- 2.2 This Deed creates Planning Obligations set out in Clauses 7 to 28 (inclusive) but excluding Clauses 9.115 to 9.117 (inclusive) pursuant to Section 106 of the Act in respect of which the Site is bound and the enforcing authorities are identified in Clause 4.1.
- 2.3 This Deed creates Planning Obligations set out in Clauses 9.115 to 9.117 (inclusive) pursuant to Section 106 of the Act in respect of which the Integration Land is bound and the enforcing authorities are identified in Clause 4.1.

3 Conditionality

- 3.1 This Deed shall have full force and effect from the date hereof save that the Planning Obligations shall be conditional upon the issue of the Planning Permission and Commencement of Development and shall bind the Parties and all land within the Site and in the case of the Planning Obligations at Clauses 9.115 to 9.117 the Integration Land subject to the provisions of Clause 4 unless the Planning Permission shall be subsequently quashed on the application of a person who is not a Party to this Deed and any re-determination of both the Winchester Application and the Havant Application is refused in which case the terms of this Deed shall automatically lapse and be of no further force or effect.

4 Liability for this Deed

- 4.1 The Planning Obligations restrictions covenants limitations and obligations in this Deed relate to and are binding in their entirety upon the Developer and its successors in title and assigns and their interest in the Site and in the case of Clauses 9.115 to 9.117 the Integration Land and save as otherwise provided shall bind and run with the land comprised within the Site and the Integration Land and each and every part of it and subject to the sub-clauses of this Clause 4 may be enforced against the Developer and its successors in title by the County Council Winchester and Havant and each of them pursuant to Section 106 of the Town and Country Planning Act 1990 in respect of the interest or estate for the time being held by them in the Site and/or the Integration Land.
- 4.2 The obligations in this Deed shall not be binding upon persons who purchase for their own private occupation (including purchase by way of lease) individual Residential Units or occupiers of those Residential Units nor their successors in title nor the mortgagee or chargee of any such persons nor a receiver appointed by a mortgagee or chargee of any such persons PROVIDED that upon the date of exchange of contracts for the purchase of such Residential Unit the Developer has certified to the purchaser that no Continuing Breach Notice has been served by the County Council, Winchester or Havant pursuant to clause 4.10 in respect of the Development.
- 4.3 Statutory undertakers who have an interest in the Site only by virtue of the location of their apparatus at the Site are excluded from liability under this Deed.
- 4.4 Nothing in this Deed shall be enforceable against service suppliers in respect of any part of the Development acquired for the provision of Services.
- 4.5 The positive obligations contained in this Deed to carry out works make financial payments or manage or maintain any land or facility shall not be binding upon occupiers of Traffic Generation Units.

- 4.6 A Development Parcel Owner shall not have any liability in respect of the positive obligations imposed by this Deed requiring works to be carried out or the provision management or maintenance of any land or any facility, save to the extent:
- 4.6.1 that such works are required to be carried out or the provision management or maintenance of such land or facility is located upon land within a Development Parcel in which the Development Parcel Owner has an estate or interest; or
- 4.6.2 that such obligations relate to the provision of Affordable Housing on the Development Parcel in which the Development Parcel Owner has an estate or interest.
- 4.7 The maximum financial liability of a Development Parcel Owner in respect of the obligations in this Deed shall not exceed the sum of £8,100 multiplied by the number of Residential Units to be constructed on the Development Parcel (to be ascertained by the Relevant Authority by reference to (a) any Reserved Matters Approval granted in respect of such Development Parcel and/or (b) the number of Residential Units shown against any relevant Phase on the Phased Area Plan) in which the Development Parcel Owner has an estate or interest.
- 4.8 (Save in respect of any antecedent breaches) a Development Parcel Owner shall have no liability following the freehold disposal of all of its estate and interest in that Development Parcel.
- 4.9 Prior to taking enforcement action pursuant to this Deed in respect of the breach of any restriction imposed by this Deed upon the occupation of any Residential Units or any specified number of Residential Units, the Relevant Authority or County Council (as appropriate) shall serve notice (“a Material Breach Notice”) upon the Developer confirming that in the reasonable opinion of the authority issuing the Material Breach Notice the Developer is in Material Breach of the obligations contained in this Deed and stating:
- 4.9.1 the steps which the Developer is required to take to remedy such Material Breach; and
- 4.9.2 the period within which the Material Breach is to be remedied, being not less than three months from the date of the notice.
- 4.10 Where the authority serving the Material Breach Notice has served a Material Breach Notice upon the Developer pursuant to clause 4.9 and the Developer has failed to remedy the Material Breach identified within the period stipulated in such notice, the authority serving the Material Breach Notice may serve a further notice (“a Continuing Breach Notice”) confirming that such Material Breach remains unremedied.
- 4.11 The Relevant Authority or the County Council (as the case may be) having served a Material Breach Notice shall not take any enforcement action until the period referred to at Clause 4.9.2 has expired.

5 Mortgagee’s Consent

- 5.1 The Chargee hereby agrees to WWDL entering into this Deed and agrees that with immediate effect from the date of this Deed the Site shall be bound by the restrictions and obligations contained therein.

- 5.2 The Parties hereby acknowledge that the obligations contained in this Deed shall not be binding on, nor enforceable against the Chargee unless and until the Chargee shall have entered into possession of that land that is comprised of title number HP657720 or part thereof to which such obligation(s) relates and only during such period of possession (or in respect of any breaches which arise during such period of possession) PROVIDED THAT the Chargee shall not be bound by any obligations under this Deed that do not relate to the land into which he shall have entered into possession under his registered charge.
- 5.3 The Developer covenants with the Chargee that if any land to be transferred by the Developer for any purpose under this Deed is subsequently re-transferred to the Developer because such land is no longer required for such purpose then (unless the Chargee otherwise agrees in writing) the Developer shall in consideration for the entry by the Chargee into this Deed simultaneously with such transfer back execute and deliver in favour of the Chargee a charge over the relevant land in like form to the charge referred to at Recital B4 of this Deed.

6 Planning Obligations

- 6.1 The Developer covenants with the County Council Winchester and Havant that it will perform the Planning Obligations and all other restrictions covenants limitations and obligations on its part contained in this Deed.
- 6.2 Havant covenants with the Developer Winchester and the County Council that it will perform the covenants and obligations on their part contained in this Deed including as set out at Clause 36.
- 6.3 Winchester covenants with the Developer Havant and the County Council that it will perform the covenants and obligations on its part contained in this Deed including as set out at Clause 36.
- 6.4 The County Council covenants with the Developer Winchester and Havant that it will perform the covenants and obligations on its part contained in this Deed including as set out at Clause 36.

7 Phased Area Strategy

- 7.1 The Developer covenants with Winchester Havant and the County Council as follows:
- 7.1.1 prior to Commencement of each Phased Area to submit to and obtain the approval in writing of the Relevant Authority to a Phased Area Strategy for that Phased Area PROVIDED THAT the Relevant Authority shall approve such Phased Area Strategy within 28 Working Days of submission by the Developer or they shall give detailed written reasons as to why such strategy has not been approved and requires resubmission in the absence of which it should be taken by the Parties that the Phased Area Strategy has been approved;
- 7.1.2 not to Commence a Phased Area until the written approval of the Relevant Authority has been obtained to the Phased Area Strategy for that Phased Area;
- 7.1.3 at all times in carrying out the Development in a Phased Area to comply (unless otherwise agreed with the Relevant Authority in writing) with the Approved Phased Area Strategy for such area;

- 7.1.4 at all time after completion of the Development in a Phased Area to comply (unless otherwise agreed with the Relevant Authority in writing) with the management and maintenance provisions set out in the Approved Phased Area Strategy for such Phased Area.
- 7.2 The Phased Area Strategy shall:
- 7.2.1 identify the proposed land uses of all the land within the Phased Area so as to identify (a) land to be developed, (b) any Open Space and green infrastructure as set out in the “Masterplan Design Document” (dated November 2010 and submitted as part of the Winchester Application and the Havant Application) within the Phased Area, (c) the proposed infrastructure to be provided (d) land which is not to be developed including the Newlands Farm Community Nature Reserve, countryside edge and ancient woodland and (e) those landscape features to be retained and those proposed to be removed;
 - 7.2.2 identify an indicative programme for the development of the Phased Area;
 - 7.2.3 identify the routes through the Phased Area over which the public shall be permitted at all times and for all purposes to pass and repass on foot and (where appropriate) on bicycles such routes to allow access through the Phased Area (including in particular access to any Open Space and links to other adjoining Phased Areas or other parts of the Site (whether planned, under construction, or constructed)) so as to permit the public to pass through the Development and provide a specification and timetable for the delivery of such routes;
 - 7.2.4 identify the proposed environmental and ecological mitigation to be implemented associated with the Phased Area;
 - 7.2.5 set out the design of the part of the SuDS Scheme serving that Phased Area in accordance with Clause 19.6 and:
 - (a) Identify the SuDs Catchment serving the Phased Area and any other Phased Areas; and
 - (b) Identify any upstream or downstream part of the SuDs Scheme within the same SuDs Catchment; and
 - (c) Demonstrate adequate provision for the upstream portions of future development intended to be within the same SuDs Catchment; and
 - (d) Provide a statement to identify those SuDs features which will become eligible for adoption (if any) on completion of the Phased Area including any previously completed SuDs features outside the Phased Area upon which the operation of the SuDs Catchment depends;
 - 7.2.6 identify the proposed management strategy and maintenance regime for all the land uses identified in the Phased Area (which shall for the avoidance of doubt be in accordance with the Land Management Strategy approved by Havant and Winchester pursuant to Clause 19.25);
 - 7.2.7 include an indicative schedule of the estimated number of Affordable

Housing Units to be available in each Phased Area (having regard to the Affordable Housing Masterplan Strategy) and the likely number of Reserved Matters Areas within such Phased Area of the Development and the approximate type and size and tenure mix of Affordable Housing Units to be provided in each Phased Area;

- 7.2.8 identify an indicative programme for the development and phasing of the provision of Affordable Housing Units within the Phased Area to include for the avoidance of doubt the actual percentage of Affordable Housing Units between the range of thirty-five and forty-five per cent (35-45%) that will be provided in each Phased Area which for the avoidance of doubt may be varied as a consequence of any review of the Phased Area Strategy or the approval of any Affordable Housing Reserved Matters Strategy within the relevant Phase;
- 7.2.9 set out a strategy for the disposal of the Phased Area or any part thereof to ensure that the purchaser of any part of the Phased Area will to the extent required comply with the relevant Phased Area Strategy to ensure comprehensive delivery of the Affordable Housing Units on the entirety of the Phased Area;
- 7.2.10 set out a mechanism including a review process at regular intervals to permit regular consultation including meetings and a reporting process between Winchester and Havant the Developer and any Registered Provider(s) to work together to deliver the required the Affordable Housing Units.

8 Affordable Housing and Extra Care Facility

Affordable Housing - General Requirements

- 8.1 The Developer covenants with Winchester and Havant as follows:
 - 8.1.1 that subject to Clauses 8.7.2 and 8.7.3 forty per cent (40%) of the total number of Residential Units to be provided on the Site will be Affordable Housing Units;
 - 8.1.2 that the Affordable Housing Masterplan Strategy shall be implemented and adhered to in all material respects subject to any amendments agreed in writing by the Relevant Authority pursuant to Clauses 8.34 and 8.35;
 - 8.1.3 that subject to Clauses 8.7.2 and 8.7.3 sufficient land for the provision of the Affordable Housing Units will be identified and designated Affordable Housing Land in each Phased Area and each Phased Area Strategy will provide that between thirty-five and forty-five per cent (35 - 45%) of the Residential Units on that Phased Area are Affordable Housing Units;
 - 8.1.4 that the Affordable Housing Units shall be provided on the Site in accordance with the Housing Mix Ratio (unless otherwise agreed in any Phased Area Strategy by the Relevant Authority or pursuant to Clause 8.13 and 8.15);
 - 8.1.5 where a percentage number of Affordable Housing Units is specified in Clauses 8.1.3 and 8.1.4 then the number of Affordable Housing Units to be provided shall be rounded up to the next whole number provided that the total percentage of Affordable Housing Units on the Site overall shall be

forty per cent (40%) subject at all times to Clauses 8.7.2 and 8.7.3.

Affordable Housing - Affordable Extra Care Facility

Positive Covenants

- 8.2 The Developer shall agree in writing with the County Council and the Relevant Authority prior to Occupation of 250 Residential Units comprised within the Site the precise location and size (having regard to any reasonable requirements of the County Council for the ancillary outdoor space requirements associated with the intended use) of the Extra Care Facility Land (such agreement to be evidenced in writing and include a specific reference to this Clause and Clause 8.4 confirming the start of the period of four years for the County Council or its nominee to take a transfer of such land) and the Developer shall in advance of such agreement supply to the County Council the following:
- 8.2.1 copies of all environmental contamination ecological archaeological geotechnical and other surveys undertaken by anyone by or on behalf of the Developer in respect of the Extra Care Facility Land together with details of the implications of such surveys and the Developer's proposals for dealing with them;
 - 8.2.2 details of the overall design of the proposed infrastructure relating to the Extra Care Facility Land including but not limited to highways (carriageways road alignment levels footways and lighting etc) drainage (levels capacity connections invert levels flood/storm water strategy) and mains supplies (gas water electricity communications);
- and furthermore shall permit the County Council and its contractors consultants servants and agents reasonable access (upon giving not less than five Working Days written notice) to the intended Extra Care Facility Land for the purpose of undertaking surveys site investigations and soil tests.
- 8.3 The Extra Care Facility Land once identified shall be kept in a clean and tidy condition and fenced (if required by the Relevant Authority in consultation with the County Council)
- 8.4 If prior to the expiration of a period of four years after the date of agreement referred to in Clause 8.2 above the Developer receives written notice from the County Council that the Extra Care Facility Land is required the Developer shall comply with the requirements of Clause 8.9 and shall transfer the freehold interest in the Extra Care Facility Land to the County Council or its nominee for £1 such transfer to be subject to:
- 8.4.1 a restrictive covenant that the County Council or its nominee only use the Extra Care Facility Land for the purposes of providing an Extra Care Facility;
 - 8.4.2 a covenant that if the County Council or its nominee has not obtained planning permission for the construction of the Extra Care Facility prior to Occupation of 1,000 Residential Units on the Site then the Extra Care Facility Land shall be transferred back to the Developer for £1;
 - 8.4.3 a covenant that in providing the Extra Care Facility the County Council or its nominee comply with the requirements of Clause 8.5 below;

- 8.4.4 all reasonably necessary rights for the benefit of the Extra Care Facility Land including the following:
 - 8.4.4.1 a right to pass and repass on foot and/or with or without vehicles (as appropriate) over the Access for the purpose of access to and egress from the Extra Care Facility Land to and from the public highway;
 - 8.4.4.2 a right of taking passage and running (as appropriate) of Services;
 - 8.4.4.3 a right to maintain enjoy and use any Services and any projections over or under the remainder of the Site so far as may be necessary for any purpose connected with the Extra Care Facility Land;
 - 8.4.4.4 a right to enter upon those parts of the remainder of the Site immediately adjacent to the Extra Care Facility Land as far as may be strictly necessary for any purpose connected with the Extra Care Facility (including for the avoidance of doubt its construction); and
 - 8.4.4.5 such necessary rights of support shelter and protection from the Site if applicable.
- 8.5 The Extra Care Facility shall comprise of Affordable Extra Care Units (unless otherwise agreed by Havant and Winchester) the number and detail of which is to be agreed with Havant and Winchester prior to Commencement of Development on the Extra Care Facility Land.
- 8.6 The Developer shall co-operate with the reasonable requests of the County Council or its nominee for the supply of information relating to the matters including access and intended development of the surrounding area, so as to assist the County Council in their preparation of the design and layout of the Extra Care Facility.
- 8.7 In the event that the Extra Care Facility Land is transferred to the County Council pursuant to Clause 8.4 then Winchester and Havant agree that:
 - 8.7.1 the requirement pursuant to Clause 8.1.1 for the provision of forty per cent (40%) of the total number of Residential Units to be provided on the Site as Affordable Housing Units shall be reduced by a number equivalent to the number of Affordable Extra Care Units (together with any Extra Care Units if agreed by Havant and Winchester) to be provided within the Extra Care Facility; and
 - 8.7.2 the Affordable Housing Masterplan Strategy shall be amended in accordance with Clause 8.34 to reflect the reduction in the total number of Residential Units to be provided as Affordable Housing Units on the Site overall.
 - 8.7.3 In the event that the Extra Care Facility Land is required to be transferred back to the Developer in accordance with Clause 8.4.2:-
 - 8.7.3.1 the Affordable Housing Masterplan Strategy shall be amended in accordance with Clause 8.34 to reflect the increase in the total number of Residential Units to be provided as Affordable Housing

Units as a consequence of the Extra Care Facility not being provided

8.7.3.2 the restrictions in Clause 8.8.2 and 8.8.3 shall cease to apply

Negative Covenants

8.8 Subject to Clause 8.7.3.2 above the Developer shall not:

8.8.1 Occupy more than 250 Residential Units on the Site until the precise location and size of the Extra Care Facility Land has been agreed with the County Council and the Relevant Authority and provided to the County Council the information set out in sub-Clauses 8.2.1 and 8.2.2 above; and

8.8.2 use or allow or permit use of the Extra Care Facility Land (once identified pursuant to Clause 8.8.1) for any purpose (including for the avoidance of doubt the storage or stock piling of spoil or earth associated with the Development) except for provision of an Extra Care Facility until a period of four years has elapsed since the date of the agreement referred to in Clause 8.2 above without receipt of a notice from the County Council under Clause 8.4 above

8.8.3 permit any person to occupy an Affordable Extra Care Unit other than an Eligible Person.

Matters relating to the transfer of the Extra Care Facility Land

8.9 Upon written request to transfer the Extra Care Facility Land and prior to the completion of the said transfer the Developer:

8.9.1 shall fence the boundaries of Extra Care Facility Land at its own expense to a specification approved by and to the reasonable satisfaction of the County Council (unless it has already done so at the request of the Relevant Authority);

8.9.2 procure that the Extra Care Facility Land is a cleared site free from any features in on or over land which would prevent or restrict its development or use as an Extra Care Facility to the reasonable satisfaction of the County Council;

8.9.3 implement and complete the mitigation measures and recommendations detailed in the Environmental Statement in respect of the Extra Care Facility Land and any parts of the Site immediately adjacent to (or otherwise impacting on the design of) the Extra Care Facility as reasonably required by the County Council to the reasonable satisfaction of the County Council;

8.9.4 implement and complete any environmental contamination remediation scheme reasonably required by the County Council (as a consequence of any independent environmental site assessments instructed by the County Council) in respect of the Extra Care Facility Land and any parts of the Site immediately adjacent to the Extra Care Facility Land reasonably required by the County Council to the reasonable satisfaction of the County Council;

8.9.5 procure that the Extra Care Facility Land is Serviced Land to the reasonable satisfaction of the County Council and maintain or procure the maintenance

of the Services serving the Extra Care Facility Land at its own expense and where necessary renew and replace them to the reasonable satisfaction of the County Council unless and until such time as such Services shall become adopted and maintained at public expense;

- 8.9.6 procure that the Extra Care Facility Land is provided with Access to the reasonable satisfaction of the County Council.

Affordable Housing - Tenure and the Cascade Mechanism

- 8.10 The Developer covenants with Winchester and Havant that in respect of each Reserved Matters Area:
- 8.10.1 no less than fifty per cent (50%) of the Affordable Housing Units within any Reserved Matters Area shall be Social Rented Units and the balance shall be Intermediate Affordable Housing SAVE:
- 8.10.2 where in accordance with the approved Affordable Housing Phased Area Strategy the said Reserved Matters Area is identified as not providing any Affordable Housing Units; or
- 8.10.3 the Relevant Authority has at its sole discretion determined that Affordable Rented Units may be provided in substitution for Social Rented Units either as a percentage or wholly.
- 8.11 The obligations in 8.10 above shall be varied in accordance with the terms of a notice issued by the Relevant Authority under Clause 8.12 below.
- 8.12 Where it would not be reasonable or economically viable for the Developer to comply with the requirements of Clause 8.10 above (including any revised provision determined by the Relevant Authority under Clause 8.10.3) because no Grant is available in respect of the Reserved Matters Area the Developer may (prior to the submission of an application for reserved matters approval on a Reserved Matters Area) notify the Relevant Authority in writing that it is unable to comply with Clause 8.8, giving supporting evidence and setting out the Developer's proposed alternative tenure mix which shall:
- 8.12.1 in the first instance, optimise (so as to meet priority housing needs whilst ensuring scheme viability) affordable rent levels and tenure mix and comprise of no less than twenty five per cent (25%) Social Rented Units, no less than twenty five per cent (25%) Affordable Rented Units and the balance being Intermediate Affordable Housing ("**the First Alternative Tenure Mix**") ; or
- 8.12.2 in the event that the Developer can demonstrate that the First Alternative Tenure Mix is not economically viable, comprise of no less than twenty five per cent (25%) Social Rented Units and/or Affordable Rented Units and the balance being Intermediate Affordable Housing ("**the Second Alternative Tenure Mix**") optimised to as to meet priority housing needs whilst ensuring scheme viability.
- 8.13 Where the Relevant Authority has received notice in writing from the Developer pursuant to Clause 8.12 within 28 Working Days and is reasonably satisfied that the Developer has complied with the obligations set out in Clause 8.30 in all material respects and is unable to comply with the requirements of Clause 8.10.1 it may

- (taking account of the matters set out in Clause 8.14 below) issue a written notice to the Developer pursuant to this Clause which shall specify inter alia:
- 8.13.1 that the approval in the notice is only for that Reserved Matters Area and is subject to the development in that Reserved Matters Area being Commenced within 12 months of the grant of the relevant Reserved Matters Approval;
 - 8.13.2 that the First Alternative Tenure Mix or the Second Alternative Tenure Mix (as the case may be) is agreed in respect of the said Reserved Matters Area;
 - 8.13.3 the period of time for the delivery of the Affordable Housing in that Reserved Matters Area;
 - 8.13.4 that the approval shall cease if the requirements of the notice are not met in which case the Developer shall comply with the requirements of Clause 8.10.1.
- 8.14 Where the Developer notifies the Relevant Authority under Clause 8.12 above the Relevant Authority shall either:
- 8.14.1 issue the written notice within 28 Working Days of notification from the Developer; or
 - 8.14.2 give detailed written reasons as to why it has not been issued; or
 - 8.14.3 require the Developer to commission (jointly with the relevant Authority) a financial viability assessment on alternative tenure mixes such assessments to be carried out by the Developer at its expense but in accordance with a methodology to be agreed by the Relevant Authority prior to commissioning (such agreement not to be unreasonably withheld or delayed) and on receipt of such financial viability assessment by the Relevant Authority it shall reconsider the Developer's notification as if the financial viability assessment had been submitted with the original notification.
- 8.15 In the absence of any response by the Relevant Authority in response to a notification under Clause 8.12 the Relevant Authority shall be deemed to have issued a notice under Clause 8.14.1 approving the First Alternative Tenure Mix or the Second Alternative Tenure Mix (as the case may be) for that Reserved Matters Approval only as set out in its notification but subject to the restrictions set out in Clause 8.13.
- 8.16 In determining whether to issue a notice under Clause 8.14 above the Relevant Authority shall have due regard to the following:
- 8.16.1 the supporting evidence submitted pursuant to Clause 8.12;
 - 8.16.2 the results of any independent (jointly commissioned at the Developer's expense) financial viability assessment (in accordance with an agreed methodology) carried out by the Developer;
 - 8.16.3 the Affordable Housing needs of the area; and
 - 8.16.4 compliance with the relevant Affordability Test

but in any event the proportion of Social Rented Units (and/or Affordable Rented Units which the Relevant Authority has determined pursuant to Clause 8.10.3 may be provided in substitution for Social Rented Units to be provided on that Reserved Matters Area shall be but in any event (which the Relevant Authority has determined pursuant to Clause 8.10.3) shall be a figure, when taken together with any Affordable Rented Units to be provided, be no less than twenty-five per cent (25%) of the total of the Affordable Housing Units within the said Reserved Matters Area, and the balance shall be Intermediate Affordable Housing of a type to be agreed as set out in 8.10.

- 8.17 In the event of a dispute between the Developer and the Relevant Authority as to the application of the test and process prescribed by Clauses 8.10 and 8.11 Clause 40 (Dispute Resolution) shall apply.

Affordable Housing - Intermediate Affordable Housing

- 8.18 The mix and type of Intermediate Affordable Housing shall be determined as part of the Affordable Housing Reserved Matters Strategy required by Clause 8.30 below.
- 8.19 In determining the suitability of the Intermediate Affordable Housing Units proposed within a Reserved Matters Area the Relevant Authority shall have regard (inter alia) to the following:

8.19.1 Affordable Housing needs of the area;

8.19.2 the housing provider;

8.19.3 compliance with the Affordability Test; and

8.19.4 compliance with the Affordable Housing Masterplan Strategy.

Affordable Housing - Affordability Test for Intermediate Affordable Housing Units

- 8.20 The costs to an occupier of an Intermediate Affordable Housing Units shall meet the requirements of an affordability test (the "Affordability Test") as follows:

8.20.1 the total housing costs (to include mortgage rent and service/management charges) payable by the occupant(s) of the Intermediate Affordable Housing Unit shall not exceed more than thirty per cent (30%) of the gross median income plus five per cent (5%) of those persons on the Relevant Authority's Zone Agent housing register and for the purpose of calculating the median income the bottom 10% of those on the appropriate register shall be excluded (unless otherwise agreed);

8.20.2 for the purposes of 8.20.1 above the median incomes of single person households shall be the basis for the calculation for one bedroom Intermediate Affordable Housing Units and the median incomes of two or more person households shall be the basis for the calculation for all other Intermediate Affordable Housing Units; and

8.20.3 the provisions of Clause 8.20.1 may be varied by agreement of the Relevant Authorities and the Developer such agreement to be in the form of a deed of variation which shall be executed without unreasonable delay.

Affordable Housing - Design Standards

8.21 All Affordable Housing Units shall

8.21.1 where Grant has been secured be constructed to at least the minimum standard required by the HCA and

8.21.2 in all cases shall, unless otherwise agreed as part of the Affordable Housing Reserved Matters Strategy, comply with the requirements of Winchester's Affordable Housing SPD 2008 (or any subsequent amendment or replacement thereof) and be built to Lifetime Homes Standards.

8.22 A minimum of ten per cent (10%) (unless otherwise agreed by the Relevant Authority) of the Social Rented Units in any Reserved Matters Area shall be Wheelchair-accessible Housing and the provision thereof shall be agreed with the Relevant Authority as part of the relevant Affordable Housing Reserved Matters Strategy.

8.23 All Affordable Housing Units (with the exception of the Wheelchair-accessible Housing) shall accord with the following minimum Net Internal Areas as set out below provided that these sizes may be varied by agreement of the Parties (excluding the County Council) but in any event shall be the minimum standard required from time to time to accord with the minimum sizes required by the HCA at the time of a Reserved Matters Approval in order for the Affordable Housing Units to be eligible for Grant:

Dwelling Type	Size of Unit - Net Internal Area m²
1 bedroom/2 person flat	45.0
2 bedroom/3 person flat	57.0
2 bedroom/4 person flat	67.0
2 bedroom/4 person house	71.0
3 bedroom/5 person house	82.0
4 bedroom/6 person house	95.0

8.24 All Affordable Housing Units on the Site shall be provided in accordance with the Design Code approved by the Relevant Authority for the Reserved Matters Area in which the said units are to be situated to ensure inter alia appropriate integration clustering and appearance of the Affordable Housing Units with the Open Market Units.

8.25 The Affordable Housing Units shall be provided in clusters of no more than 10 -15 units for houses and 10-20 units for flats within any Reserved Matters Area unless otherwise agreed In writing by the Relevant Authority having regard to the Design Code and in particular the provisions of the Design Code that set out information regarding clustering.

8.26 The Affordable Housing Units in a Reserved Matters Area shall not share a boundary

with the Affordable Housing Units in an adjacent Reserved Matters Area unless such clustering is provided for in the Design Code or is otherwise agreed as part of an Affordable Housing Reserved Matters Area Strategy by the Relevant Authority.

Affordable Housing - Securing Provision of Affordable Housing

- 8.27 The Developer hereby covenants with Winchester and Havant to:
- 8.27.1 use reasonable endeavours and work with the Relevant Authority to provide no less than fifty per cent (50%) Social Rented Units of the Affordable Housing Units (if any) to be provided within each Reserved Matters Area;
 - 8.27.2 to involve the Relevant Authority in all material discussions with any Registered Provider and the HCA;
 - 8.27.3 to make timely applications for grant to the HCA for the provision of the Affordable Housing Units notifying Winchester and Havant within 10 Working Days of any application and providing a copy of the application and details of bid where requested by the Relevant Authority;
 - 8.27.4 to consent and notify accordingly the HCA to disclose to the Relevant Authority on request the terms of applications for Grant made by the Developer and any subsequent rejection of an application for Grant.
- 8.28 Winchester and Havant hereby covenant with the Developer to support any application to secure Grant where they are satisfied that such application is reasonable and appropriate having regard to the requirements of this Clause 8 and the aims of their housing policy at the time of such application.

Affordable Housing - Providers

- 8.29 In respect of the provision of the Affordable Housing Units:
- 8.29.1 the Affordable Housing Units required to be provided under this Agreement shall only be provided by a Registered Provider or a Grainger Provider;
 - 8.29.2 the Affordable Housing Units may only be provided by a Grainger Provider provided the Relevant Authority is satisfied that it has acceptable allocation management and community development arrangements;
 - 8.29.3 where the Developer intends to provide Affordable Housing Units in association with a Registered Provider who is not part of the Local Housing Partnership or a Grainger Provider such Registered Provider shall only be used if approved in writing by the Relevant Authority and such approval shall be granted where the provider is approved by the HCA and complies with the regulations of the Tenant Services Authority and satisfies the Relevant Authority that it has acceptable management and community development arrangements.

Affordable Housing - Affordable Housing Reserved Matters Strategy

- 8.30 Any application for Reserved Matters Approval shall be accompanied by an Affordable Housing Reserved Matters Strategy for the said Reserved Matters Area for approval by the Relevant Authority and shall be in accordance with:

- 8.30.1 the Approved Phased Area Strategy (SAVE where such Phased Area Strategy has identified such Reserved Matters Area as not providing any Affordable Housing Units);
 - 8.30.2 the Affordable Housing Masterplan Strategy (including any amendments approved thereto); and
 - 8.30.3 the Design Code for the said Phased Area.
- 8.31 It is agreed by the Parties (excluding the County Council) that the Affordable Housing Reserved Matters Strategy shall be agreed no later than the determination of the application for Reserved Matters Approval.
- 8.32 The Affordable Housing Reserved Matters Strategy shall but without prejudice to the generality thereof include:
 - 8.32.1 a plan of those Affordable Housing Units to be provided on the Reserved Matters Area showing their location and having due regard for the requirement of the Design Code and relevant approved Phased Area Strategy;
 - 8.32.2 a schedule of the number type mix size and tenure and initial tenure duration of the Affordable Housing Units to be provided in the Reserved Matters Area;
 - 8.32.3 details of the rent levels of the Affordable Housing Units to be provided (and in agreeing rent levels as part of the approval of the Affordable Housing Reserved Matters Strategy the Relevant Authority shall take account of affordability to potential occupiers and the viability of the proposed provision);
 - 8.32.4 details of the Registered Provider or Grainger Provider in compliance with Clause 8.29;
 - 8.32.5 details of how the Intermediate Affordable Housing Units will be provided in satisfaction of the requirements of Clause 8.20 of this Deed;
 - 8.32.6 details of the timetable for the provision of those Social Rented Units to be Wheelchair-accessible Housing and a mechanism for agreeing how the Wheelchair-accessible Housing will be designed and fitted out and the nomination arrangements relating to the occupation thereof;
 - 8.32.7 scale plans at no less than 1:100 of each Affordable Housing Unit internal layout together with confirmation that those units comply with requirements of Clauses 8.23 of this Deed or written confirmation from the HCA that their required standards for eligibility for Grant have been met;
 - 8.32.8 details of anticipated management/service charges for the Affordable Housing Units; and
 - 8.32.9 evidence that it is in compliance with the Approved Phased Area Strategy.
- 8.33 Upon approval of the Affordable Housing Reserved Matters Strategy the Developer shall thereafter implement and adhere to the Affordable Housing Reserved Matters Strategy in full subject to any amendments agreed in writing by the Relevant

Authority and the Affordable Housing Reserved Matters Strategy shall be monitored in accordance with the provisions of Clause 8.56.

Review Mechanism for Affordable Housing Masterplan Strategy

8.34 Where as a consequence of:

8.34.1 the approval of an Affordable Housing Reserved Matters Strategy; or

8.34.2 the transfer of the Extra Care Facility Land to the County Council (or its nominee); or

8.34.3 the transfer of the Extra Care Facility Land from the County Council (or its nominee) back to the Developer

the Affordable Housing Masterplan Strategy requires revision it may be amended with the agreement of Havant and Winchester and from the date of such agreement any such revised strategy shall become the Affordable Housing Masterplan Strategy for the purposes of this Agreement.

8.35 In any event the Affordable Housing Masterplan Strategy shall be reviewed and updated by the Developer Havant and Winchester upon the Occupation of 1000 Residential Units comprised within the Site and no more than 1050 Residential Units shall be Occupied unless and until such review has been conducted and any necessary amendment to the Affordable Housing Masterplan Strategy agreed in writing by Havant and Winchester.

Affordable Housing - Delivery of Affordable Housing

8.36 In respect of the delivery of the Affordable Housing:

8.36.1 no more than sixty per cent (60%) of the Open Market Units on the Full Application Land shall be Occupied until the Developer has entered into one or more binding contracts or a agreements for lease with a Registered Provider or a Grainger Provider (and provided evidence thereof to the Relevant Authority) for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land within the Full Application Land which may include the construction of the Affordable Housing Units thereon by the Developer at a consideration agreed between the Developer and the Registered Provider or the Grainger Provider;

8.36.2 no subsequent Reserved Matters Area shall be Occupied until the Developer has entered into one or more binding contracts or a agreements for lease with a Registered Provider or a Grainger Provider (and provided evidence thereof to the Relevant Authority) for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land within the said Reserved Matters Area which may include the construction of the Affordable Housing Units thereon by the Developer at a consideration agreed between the Developer and the Registered Provider or the Grainger Provider;

8.36.3 no more than ninety per cent (90%) of the Open Market Units within the Full Application Land shall be Occupied unless and until the Affordable Housing Units in the Full Application Land have been Occupied or Substantially Completed to the reasonable satisfaction of the Relevant Authority; and

8.36.4 no more than seventy five per cent (75%) of the Open Market Units within a Reserved Matters Area shall be Occupied unless and until the Affordable Housing Units (if any) in such Reserved Matters Area have been Occupied or Substantially Completed to the reasonable satisfaction of the Relevant Authority, unless otherwise agreed by the Relevant Authority.

Affordable Housing - Transfer

8.37 The Developer hereby FURTHER COVENANTS:

8.37.1 to transfer the Affordable Housing Land and shall where agreed construct the Affordable Housing Units in accordance with the provisions of Clause 8.36 of this Deed;

8.37.2 to transfer any Affordable Housing Land together with all Services and Access provided from a public highway (which for the avoidance of doubt may be at the boundary of the Site) up to at least the boundary of the Affordable Housing Land and where the Affordable Housing Units comprise flats apartments or maisonettes up to the boundary of each and every flat apartment or maisonette;

8.37.3 to transfer the Affordable Housing Land with the following rights:

8.37.3.1 a right to pass and repass on foot and/or with or without vehicles (as appropriate) for the purpose of access to and egress from the Affordable Housing Land over the Access;

8.37.3.2 a right of taking passage and running (as appropriate) of Services;

8.37.3.3 a right to maintain enjoy and use any Services and any projections over or under the remainder of the Site so far as may be necessary for any purpose connected with the Affordable Housing Land;

8.37.3.4 a right to enter upon those parts of the remainder of the Site immediately adjacent to the Affordable Housing Land as far as may be strictly necessary for the maintenance of any building or structure on the Affordable Housing Land;

8.37.3.5 such necessary rights of support shelter and protection from the Site if applicable; and

8.37.3.6 a right for the occupiers of the Affordable Housing Units their servants agents visitors successors and assigns to the use and enjoyment of the Common Parts;

8.37.4 to transfer the Affordable Housing Land with the following covenants:

8.37.4.1 without prejudice to the generality of Clause 8.39 the Affordable Housing Land shall not be used other than for the purpose of providing Affordable Housing Units; and

8.37.4.2 to observe the obligations contained in Clauses 8.39 to 8.55 of this Deed;

8.37.5 that the Developer shall transfer the Affordable Housing Land in a Clean Condition with Access and with all necessary Services.

Affordable Housing - Mortgagee Release

8.38 In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 (the "**Mortgagee**") shall be entitled to exercise its power of sale in respect of the Affordable Housing Unit or Affordable Housing Units free from the Planning Obligations PROVIDED THAT the Mortgagee shall first follow the procedure set forth below:

8.38.1 the Mortgagee shall give written notice (the "**Notice**") to the Relevant Authority of its intention to exercise its powers of sale and shall at the time offer to sell (the "**Offer**") the Affordable Housing Unit or Affordable Housing Units to the Relevant Authority for an amount (the "**Purchase Price**") to be agreed or determined in accordance with Sub-clause 8.38.3) hereinafter;

8.38.2 the Relevant Authority shall notify the Mortgagee in writing within one month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Relevant Authority may at the time of notifying the Mortgagee of its decision nominate a nominee (the "**Nominee**") in its place;

8.38.3 if pursuant to the foregoing Sub-clause 8.38.2 the Relevant Authority shall accept the Offer or shall nominate a Nominee so to do then the Mortgagee and the Relevant Authority (or the Nominee as the case may be) shall endeavour to agree the Purchase Price which shall represent the Market Value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict occupation to Eligible Persons and in default of agreement the Purchase Price shall be determined on the same basis of the valuation by an independent surveyor (the "**Surveyor**") who shall act as an expert and whose costs shall be borne equally between the parties and the Surveyor shall be appointed in default of agreement on the application of either party by or on behalf of the President for the time being of the RICS and the Surveyor's determination shall be binding on both parties;

8.38.4 subject to the ensuing provision the transfer to the Relevant Authority or to the Nominee shall be completed within two months of the date the Purchase Price is agreed or determined in accordance with the foregoing provisions (the "**Completion Period**");

8.38.5 either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances:

8.38.5.1 if the Relevant Authority shall fail to give notice of intention to accept the Offer within one month of the date of the Offer; or

8.38.5.2 if the Relevant Authority shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer;
or

- 8.38.5.3 if either the Relevant Authority or the Nominee shall at any time serve notice of intention to discontinue; or
- 8.38.5.4 if the transfer of the Affordable Housing Unit or Affordable Housing Units shall not be completed within the Completion Period notwithstanding the readiness willingness and ability of the Mortgagee to complete the transfer

then in any of the above circumstances the Mortgagee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the Planning Obligations which shall not bind any purchaser from the Mortgagee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Mortgagee the Relevant Authority shall expeditiously issue written confirmation that the Planning Obligations have been discharged in respect of the Affordable Housing Unit or Affordable Housing Units and the Relevant Authority shall take steps to cancel any local registration of the Planning Obligation insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units.

Affordable Housing - Management and Controls on Affordable Housing Units

- 8.39 The Social Rented Housing Units (and any Affordable Rented Units provided in substitution therefore) shall be used as Affordable Housing Units for a minimum period of 125 years PROVIDED ALWAYS THAT none of the covenants of this Clause 8 shall apply to or be binding upon a tenant who has exercised the Right to Acquire.
- 8.40 The Intermediate Rented Affordable Units shall be used as such for a minimum of 25 years PROVIDED ALWAYS THAT none of the covenants of this Clause 8 shall apply to or be binding upon a tenant who has exercised the Right to Acquire.
- 8.41 The Intermediate Affordable Housing Units (other than Intermediate Rented Affordable Units) shall be used as such for a minimum of 125 years PROVIDED ALWAYS THAT none of the covenants of this Clause 8 shall apply to or be binding upon a tenant of a Shared Ownership Unit who has exercised his right to staircase to one hundred per cent (100%) and/or in the case of a freehold dwelling has taken the transfer of the freehold interest in the Affordable Housing Unit.
- 8.42 The Affordable Housing Units (save for the Intermediate Rented Affordable Units) shall only be occupied by Eligible Persons in accordance with the Community Lettings Plan or such amendment as shall from time to time be agreed in writing.
- 8.43 The Intermediate Rented Affordable Units shall only be occupied by Eligible Persons nominated by the Homebuy/Zone Agent.
- 8.44 So far as permitted by statute and/or the HCA the Social Rented Units to be constructed upon the Affordable Housing Land shall be excluded from any arrangements whereby tenants may “swap” tenancies (unless a tenant who wishes to swap and move into one of the said dwellings is an Eligible Person).
- 8.45 In the case of a Residential Unit initially let as an Intermediate Rented Affordable Unit pursuant to Clause 8.39 the restrictions in this Clause 8 shall cease to apply to the Affordable Housing Units at the end of the 25 year period and thereafter for the avoidance of doubt the Affordable Housing Units may be occupied and disposed of free from restriction on the open market.

8.46 In relation to any Affordable Housing Unit initially let as an Intermediate Rented Affordable Unit, nine months prior to the expiry of the twenty five year period specified in clause 8.40 the Developer shall make the offers referred to below in sequence and notify Relevant Authority if any offer is accepted:

8.46.1 an offer to the existing tenant:

8.46.1.1 to dispose of the unit to the existing tenant at Market Value and otherwise on reasonable terms free from any restriction on occupation; or

8.46.1.2 to let the unit to the existing tenant at Market Rent and otherwise on reasonable terms

such offers to remain open for a period of 3 months;

8.46.2 an offer to:

8.46.2.1 dispose of the unit to the Relevant Authority at Market Value and otherwise on reasonable terms; or

8.46.2.2 to dispose of the unit to a nominee of Relevant Authority at Market Value and otherwise on reasonable terms

such offers to remain open for a period of 2 months and in the event that none of the offers referred to above is accepted the unit may be occupied and disposed of free from restriction on the open market.

8.47 In the event that any of the offers referred to in Clause 8.46 are accepted to use reasonable endeavours to complete the transfer of the unit or to grant the relevant tenancy within four months of such offer being accepted.

Recycling Receipts

8.48 Subject to Clause 8.49 the Developer will use reasonable endeavours to procure that the Registered Provider(s) and/or the Grainger Provider will:

8.48.1 pay all Staircasing Receipts into an interest bearing account;

8.48.2 keep a record of Staircasing Receipts (including any interest accrued thereon);

8.48.3 make that record available to the Relevant Authority upon demand;

8.48.4 not use any Staircasing Receipts (including the net interest accrued thereon) other than for the purposes specified in Clause 8.53.

8.49 Where a Registered Provider or a Grainger Provider has become the Developer for the purposes of this Deed it will:

8.49.1 pay all Staircasing Receipts into an interest bearing account;

8.49.2 keep a record of Staircasing Receipts (including any interest accrued thereon);

8.49.3 make that record available to the Relevant Authority upon demand;

8.49.4 ensure that any Staircasing Receipts (including the net interest accrued thereon) shall not be used other than for the purposes specified in Clause 8.53.

Obligation to Recycle

8.50 The Developer shall use reasonable endeavours to procure that in respect of each disposal of a completed Intermediate Affordable Housing Unit or a Social Rented Unit a sum shall be calculated in accordance with Clause 8.51 and recycled towards the provision of Affordable Housing Units in accordance with Clause 8.53.

8.51 The Developer shall use reasonable endeavours to procure that the sum or sums to be recycled under Clause 8.51 shall be calculated by ascertaining the capital sum that is available to the Registered Provider and/or the Grainger Provider once the Affordable Housing Unit has been sold by identifying the actual sum or sums of money received from the disposal of the Affordable Housing Unit less:

8.51.1 In the case of an Intermediate Affordable Housing Unit (other than an Intermediate Rented Affordable Unit) or in the case of a Social Rented Unit:

8.51.1.1 the actual cost of construction of the Affordable Housing Unit and all debts and charges secured and which relate directly to the actual cost of constructing and servicing any debt associated with the construction of the Affordable Housing Unit; and

8.51.1.2 all reasonable sale and administration costs incurred on the sale of the Affordable Housing Unit; and

8.51.1.3 all Grant received for the Affordable Housing Unit which is required to be repaid to the HCA; and

8.51.1.4 any part of an increase in value of the property that may be required to be paid to the HCA.

8.51.2 In the case of an Intermediate Rented Affordable Unit by identifying the actual sum or sums of money received from the disposal of the Intermediate Rented Affordable Unit less:

8.51.2.1 the actual cost of the construction of the Intermediate Rented Affordable Unit; and

8.51.2.2 all reasonable sale and administration costs incurred on the sale of the Affordable Housing Unit.

8.52 The Developer shall use reasonable endeavours to procure that within 20 Working Days of the sale of the Affordable Housing Unit the Registered Provider or Grainger Provider as the case may be will supply the calculation set out in Clause 8.51 above to the Relevant Authority and indicate the amount of Staircasing Receipt available and in the event of any dispute concerning the amount of the Staircasing Receipt the matter may be referred to the Expert (as defined in Clause 40 of this Deed) for determination.

8.53 The Developer shall use reasonable endeavours to procure that the Staircasing

Receipts to be recycled under Clause 8.50 shall until such time as the Development is completed only be used for the purposes of providing Affordable Housing Units on the Site.

Pre-emption Rights

- 8.54 Subject to Clauses 8.39 to 8.41 inclusive of this Deed in disposing of a freehold or leasehold interest in an Affordable Housing Unit the Developer will include a provision that in the event that the lessee or owner occupier of an Affordable Housing Unit wishes to resell or dispose of the said interest in the Affordable Housing Unit they will first offer the said interest in the Affordable Housing Unit to the party being either:

8.54.1 A Registered Provider its successors in title or such other organisation as defined by Section 1 Housing Act 1996 at Market Value from whom the Affordable Housing Unit was acquired; or

8.54.2 If acquired from the Developer direct the Relevant Authority at Market Value and the Relevant Authority shall be entitled to nominate a Registered Provider to acquire the property.

- 8.55 An offer made pursuant to Clause 8.45 of this Deed (the “Offer”) shall be an offer by the lessee or owner occupier (the “Offeror”) to sell the Affordable Housing Unit to the Registered Social Landlord or Relevant Authority as the case may be (the “Offeree”) for an amount (the “Purchase Price”) to be agreed or determined in accordance with Sub-clause 8.46.2 hereinafter.

8.55.1 The Offeree shall notify the Offeror in writing within fifteen (15) Working Days of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer or if it fails to notify within this time period the restrictions of Clause 8.54 shall be deemed to have been extinguished and the Offeror may sell to such person as it so chooses.

8.55.2 If the Offer is accepted the Offeror and the Offeree shall endeavour to agree the Purchase Price which shall represent the Market Value of the Affordable Housing Unit and in default of agreement the Purchase Price shall be determined by an independent surveyor (the “Surveyor”) who shall act as an expert and whose costs shall be borne equally between the parties and the Surveyor shall be appointed in default of agreement on the application of either party by or on behalf of the President for the time being of the RICS and the Surveyor’s determination shall be binding on both parties.

8.55.3 Subject to the ensuing provision the transfer to the Offeror shall be completed within 30 Working Days of the date the Purchase Price is agreed or determined in accordance with the foregoing provisions failing which the restrictions of Clause 8.45 shall be deemed to have been extinguished and the Offeror may sell to such person as it so chooses unless otherwise agreed.

Affordable Housing - Monitoring Provision of Affordable Housing

- 8.56 The number and type of Affordable Housing Units provided upon the Site will be monitored in order to ensure compliance with the obligations in this Clause 8 and the Monitoring Officer will every three months at such dates to be agreed by the

- Parties (excluding the County Council) make written returns to both Winchester and Havant pursuant to Clause 39 (quoting the date and title of this agreement and clause 8.56) for the preceding three months detailing:
- 8.56.1 the number and location of all Residential Units Occupied within the reporting period;
 - 8.56.2 the cumulative total of all Residential Units Occupied;
 - 8.56.3 the number of Affordable Housing Units Commenced with a breakdown specifying the number of Affordable Housing Units built with and without Grant or other form of funding including the precise amount of any Affordable Housing Funding and/or other types of funding received and used; and
 - 8.56.4 the number location and tenure of all Residential Units Occupied within the reporting period.
- 8.57 The Phased Area Strategy and any Affordable Housing Reserved Matters Area Strategy shall be reviewed annually.

9 Open Space

Open Space - General Provisions

Positive Covenant

- 9.1 The Developer shall provide in any sales literature advertising or promoting the sale of any Residential Unit on the Site details of the adjacent land uses including the provision of play and sports facilities within the Development.

Negative Covenant

- 9.2 The Developer shall not use those areas of the Site upon which the Cricket Pitch Multi-Use Sports Pitch and Multi-Use Games Area are to be provided for the storage or stock piling of spoil or earth associated with the Development or as compound facilities and associated storage or vehicular parking for the construction of the Development.
- 9.3 The Developer shall not submit any Reserved Matters Application otherwise than in compliance with the relevant Approved Phased Area Strategy pursuant to Clause 7.2 in respect of Open Space obligations.

Open Space - Public Access

Positive Covenants

- 9.4 The Developer shall construct in each Phased Area the public access routes approved in the Phased Area Strategy for that Phased Area to the reasonable satisfaction of the Relevant Authority or the County Council as appropriate in accordance with the specification and timetable approved as part of the Phased Area Strategy which shall thereafter be kept open and unobstructed and maintained to an adequate standard approved by the Relevant Authority and the County Council where appropriate at all times so as to allow the public to pass over such approved access routes until adopted by the Relevant Authority (or the

County Council if appropriate).

- 9.5 The Public Access Masterplan may be updated as necessary with the agreement of the Relevant Authority and the County Council if appropriate at the time of submission of each Phased Area Strategy.
- 9.6 Each application for Reserved Matters Approval will be accompanied by a statement of compliance with the public access routes approved in the Phased Area Strategy for the Phased Area to which the Reserved Matters Approval relates.
- 9.7 Save for the Cricket Pitch the Developer shall following the acceptance or deemed of a Completion Notice in respect of any Open Space (including for the avoidance of doubt any Open Space Facility or any Open Space forming part of the Town Park) permit the public to use and have access over such Open Space until transfer of such Open Space to the Relevant Authority (save for any periods of closure reasonably necessary for maintenance works or on health and safety grounds)

Negative Covenants

- 9.8 The Developer shall not Occupy any Residential Units or any Traffic Generation Units comprised within any Phased Area unless any public access routes within that Phased Area which are required to be constructed prior to such Occupation have been constructed to the reasonable satisfaction of the Relevant Authority or the County Council as appropriate in accordance with the specification and timetable in the Approved Phased Area Strategy.

Open Space - Provision and Maintenance of Open Space

Positive Covenants

- 9.9 Prior to Occupation of any Residential Unit comprised within the Site the Developer shall set aside and make available for public use a temporary informal play space adjacent to the Main Access until the first play facility has been completed on the Site and made available for public use.
- 9.10 Prior to the Commencement of Phase 2 Phase 3 Phase 5 Phase 7 and Phase 8 the Developer shall submit to the Relevant Authority for its approval in writing the precise amount composition layout and location of the Open Space within the Town Park associated with such Phased Area.
- 9.11 The Developer shall lay out and develop the Town Park in accordance with details approved pursuant to Clause 9.10 and also in accordance with the Town Park Plan which:
 - 9.11.1 identifies the facilities to be provided within the Town Park; and
 - 9.11.2 sets out the various Phased Areas as part of which the Town Park will be provided.
- 9.12 The Developer shall provide as Open Space such part or parts of the Site as agreed with the Relevant Authority (and including in any event the Town Park) in accordance with the Design Code and the relevant Phased Area Strategy (including any approved timetable) and any Reserved Matters Approval.
- 9.13 At its expense the Developer will carry out any works reasonably necessary to

render the Open Space in Clean Condition and (where appropriate) construct and lay out grass seed turf plant carry out maintenance work and otherwise complete the Open Space (these operations being hereinafter called the “**Open Space Works**”) using suitable grass seed turf trees shrubs and other plants and surfacing as appropriate and shall carry out the Open Space Works in all respects to the reasonable satisfaction of the Relevant Authority and in accordance with the Phased Area Strategy and (where appropriate) the Landscape Specification.

- 9.14 Subject to Sub-clauses 9.14.1 and 9.14.2 below the Developer shall complete the Open Space Works in a phased manner so that any part of the Open Space Works immediately adjoining a Residential Unit are completed contemporaneously with the said Residential Unit and in any event the Open Space Works shall be completed prior to the completion of the last Residential Unit comprised within a Reserved Matters Area PROVIDED ALWAYS THAT:

9.14.1 (as regards planting) this shall be completed in the first planting season (said season runs from 1 November to 31 March) following completion of the adjoining Residential Unit as aforesaid; and

9.14.2 (as regards seeding) this shall be completed in the first seeding month (said seeding months comprise April May and September) following completion of the adjoining Residential Unit as aforesaid.

- 9.15 Upon the completion of any phase of the Open Space Works the Developer shall issue a Completion Notice pursuant to Clause 34 provided that the Relevant Authority shall not be required to accept or be deemed to have accepted an Adoption Notice in respect of any Open Space comprised in the Town Park unless and until Adoption Notices have been issued by the Developer in respect of all the Open Space in that part of the Town Park within the same area associated with a specific Phased Area.

- 9.16 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the completed Open Space regularly throughout the Maintenance Period and keep the same at all times clean cultivated in good heart fed and watered and shall replace any damaged or dying grass turf trees shrubs and other plants all of which maintenance cultivation and replacement shall be carried out to the full satisfaction of the Relevant Authority and fully in accordance with the Landscape Specification.

- 9.17 At the expiry of the Maintenance Period the Developer shall issue an Adoption Notice pursuant to Clause 34.

- 9.18 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34, the Developer shall transfer the completed Open Space to the Relevant Authority in accordance with the procedure set out in Clauses 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use the Open Space save as open space used and maintained in accordance with Clause 9.16 PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the completed Open Space in accordance with the requirements of Clause 9.14 until the date of completion of such transfer.

Negative Covenants

- 9.19 The Developer shall not Commence a Phased Area unless and until a detailed timetable for:

- 9.19.1 the provision of Open Space within that Phased Area; and
- 9.19.2 any part of the Town Park to be delivered with that Phased Area; and
- 9.19.3 any Open Space Facilities shown as being associated with such Phased Area has been submitted to and approved by the Relevant Authority.
- 9.20 The Developer shall not Commence any of Phase 2 Phase 3 Phase 5 Phase 7 or Phase 8 unless and until the precise amount composition layout and location of the Open Space within the Town Park associated with such Phased Area has been agreed in writing by the Relevant Authority.
- 9.21 The Developer shall not Commence a Reserved Matters Area unless and until the precise amount composition layout and location of the Open Space in respect of that Reserved Matters Area has been agreed in writing by the Relevant Authority.
- 9.22 The Developer shall not Occupy:
 - 9.22.1 any Residential Unit until the temporary informal play space referred to in Clause 9.9 above has been made available for public use;
 - 9.22.2 more than ninety per cent (90%) of the Residential Units comprised within a Reserved Matters Area unless the Developer has issued a Completion Notice in respect of the Open Space associated with that Reserved Matters Area and such Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34.

Open Space - Cricket Pitch

Positive Covenants

- 9.23 The Developer shall obtain the approval in writing of the Relevant Authority to the precise location and size design and specification for the construction laying out and ongoing maintenance of the Cricket Pitch together with a timetable for carrying out the construction and laying out of the Cricket Pitch and having regard for the approximate location of the Cricket Pitch as shown on the Social Infrastructure Plan prior to Occupation of 900 Residential Units comprised within the Site.
- 9.24 The Cricket Pitch shall be designed and constructed to a standard so as to be suitable for the playing of cricket at club level in local leagues in accordance with the guidance contained in the English Cricket Board publication TS4: *'Recommended Guidelines for the Preparation and Maintenance of Cricket Pitches and Outfields at all levels of the Game'* (March 2007).
- 9.25 The Developer shall commence the construction and laying out of the Cricket Pitch in the location and in accordance with the timetable and specification approved pursuant to clause 9.23 prior to Occupation of 1,050 Residential Units comprised within the Site such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.
- 9.26 The Developer shall complete the Cricket Pitch in accordance with the timetable and specification approved pursuant to Clause 9.23 prior to Occupation of 1,150 Residential Units comprised within the Site.

- 9.27 Upon completion of the Cricket Pitch the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.28 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the Cricket Pitch regularly throughout the Maintenance Period in accordance with the details approved pursuant to Clause 9.23 and to the full satisfaction of the Relevant Authority.
- 9.29 At the expiry of the Maintenance Period the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.30 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer the Cricket Pitch to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the Cricket Pitch save as a cricket pitch PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the Cricket Pitch in accordance with the requirements of Clause 9.24 until the date of completion of such transfer.

Negative Covenants

- 9.31 The Developer shall not Occupy more than 900 Residential Units comprised within the Site unless it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.23 above.
- 9.32 The Developer shall not Occupy more than 1,150 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Cricket Pitch and such Completion Notice is accepted or is deemed accepted pursuant to Clause 34.

Open Space - Multi-Use Sports Pitch

Positive Covenants

- 9.33 The Developer shall obtain the approval in writing of the Relevant Authority to the location design and specification for the construction laying out and ongoing maintenance of the Multi-Use Sports Pitch together with a timetable for carrying out the construction and laying out of the Multi-Use Sports Pitch prior to Commencement of any Residential Unit within Phase 3 (being the phase associated with the Multi Use Sports Pitch within the Town Park) or more than 550 Residential Units comprised within the Site (whichever first occurs).
- 9.34 The Multi-Use Sports Pitch shall comprise of 4 full size tennis courts with regulation surrounds a porous macadam surface and a weldmesh perimeter fence provided to all sides with pedestrian and vehicular access gates in accordance with the design and constructional guidance contained in '*A Guide to the Design and Specification and Construction of Multi-Use Games Areas*' Parts 1 and 2 published by Sport England and provided with time controlled floodlighting designed and installed to provide illumination in accordance with Sport England guidance and minimum light pollution to surrounding areas.
- 9.35 The Developer shall complete the Multi-Use Sports Pitch in accordance with the timetable specification and other details approved pursuant to Clause 9.33 prior to Occupation of 650 Residential Units comprised within the Site such work to be undertaken by a competent contractor in a good and workmanlike manner using

suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.

- 9.36 Upon completion of the Multi-Use Sports Pitch the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.37 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the Multi-Use Sports Pitch regularly throughout the Maintenance Period in accordance with the details approved pursuant to Clause 9.33 and to the full satisfaction of the Relevant Authority.
- 9.38 At the expiry of the Maintenance Period the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.39 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer the Multi-Use Sports Pitch to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the Multi-Use Sports Pitch save for the purposes contemplated in the definition of the same PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the Multi-Use Sports Pitch in accordance with the requirements of Clause 9.33 until the date of completion of such transfer.

Negative Covenants

- 9.40 The Developer shall not Commence any Residential Unit within Phase 3 (being the Phased Area associated with the Multi Use Spots Pitch within the Town Park) or more than 550 Residential Units comprised within the Site (whichever first occurs) unless the Developer has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.33.
- 9.41 The Developer shall not Occupy more than 650 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Multi-Use Sports Pitch and such Completion Notice is accepted or is deemed accepted pursuant to Clause 34.

Open Space - Youth Provision - Multi-Use Games Area (MUGA)

Positive Covenants

- 9.42 The Developer shall obtain the approval in writing of the Relevant Authority to the location design and specification for the construction laying out and ongoing maintenance of the MUGA in the location as set out in the Town Park Plan together with a timetable for carrying out the construction and laying out of the MUGA prior to Commencement of any Residential Unit within Phase 3 (being the Phased Area associated with the MUGA within the Town Park) or more than 550 Residential Units comprised within the Site (whichever first occurs).
- 9.43 The MUGA shall comprise of an area no less than 64 by 35 metres equipped for uses for basketball and football with a porous macadam surface and weldmesh perimeter fence provided to all sides with pedestrian and vehicular access gates in accordance with the design and constructional guidance contained in '*A Guide to the Design and Specification and Construction of Multi-Use Games Areas*' Parts 1 and 2 published by Sport England.

- 9.44 The Developer shall complete the MUGA prior to Occupation of 650 Residential Units comprised within the Site in accordance with the timetable specification and other details approved pursuant to Clause 9.42 such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.
- 9.45 Upon completion of the MUGA the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.46 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the MUGA regularly throughout the Maintenance Period in accordance with the details approved pursuant to Clause 9.42 and to the full satisfaction of the Relevant Authority.
- 9.47 At the expiry of the Maintenance Period, the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.48 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer the MUGA to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the MUGA save as a multi-use games area PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the MUGA in accordance with the requirements of Clause 9.43 until the date of completion of such transfer.

Negative Covenants

- 9.49 The Developer shall not Occupy any Residential Unit within Phase 3 (being the phase associated with the MUGA within the Town Park) or more than 550 Residential Units comprised within the Site unless it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.43.
- 9.50 The Developer shall not Occupy more than 650 Residential Units comprised within the Site until it has issued a Completion Notice in respect of MUGA and such Completion Notice is accepted or is deemed accepted pursuant to Clause 34.

Open Space - Youth Provision - Skateboard Facility

Positive Covenants

- 9.51 The Developer shall agree with Winchester and Havant the consultation process to be undertaken with potential users of the Skateboard Facility in determining the equipment that shall be installed to provide the Skateboard Facility prior to determining its design and specification such consultation to be conducted by the agreed party prior to Occupation of 175 Residential Units upon the Site.
- 9.52 Taking into account the results of the consultation carried out in accordance with Clause 9.51 above the Developer shall obtain the approval in writing with the Relevant Authority the precise location and size design and specification for the construction and ongoing maintenance of the Skateboard Facility together with a timetable for the construction and laying out the Skateboard Facility and having regard for the approximate location as shown on the Town Park Plan prior to the Occupation of any Residential Unit within Phase 2 (being the phase associated with

the Skateboard Facility within the Town Park) or 200 Residential Units comprised within the Site (whichever first occurs).

- 9.53 The Skateboard Facility shall be suitable for the use of persons participating in wheeled sports such as skateboarding and rollerblading or such other similar activities as shall be agreed between the Developer and the Relevant Authority in accordance with the principles of good practice set out by the National Playing Fields Association and Sport England having regard for the approximate location as shown on the Town Park Plan.
- 9.54 The Developer shall complete a Skateboard Facility in the location as set out in the Town Park Plan in accordance with the timetable specification and other details approved pursuant to Clause 9.52 prior to Occupation of 320 Residential Units comprised within the Site such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.
- 9.55 Upon completion of the Skateboard Facility the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.56 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the Skateboard Facility regularly throughout the Maintenance Period in accordance with the details approved pursuant to Clause 9.52 and to the full satisfaction of the Relevant Authority.
- 9.57 At the expiry of the Maintenance Period the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.58 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer the Skateboard Facility to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the Skateboard Facility save as a facility for skateboarding rollerblading or similar PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the Skateboard Facility in accordance with the requirements of Clause 9.56 until the date of completion of such transfer.

Negative Covenants

- 9.59 The Developer shall not Occupy any Residential Unit within Phase 2 (being the Phased Area associated with the Skateboard Facility within the Town Park) or more than 200 Residential Units comprised within the Site (whichever first occurs) until it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.52.
- 9.60 The Developer shall not Occupy more than 320 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Skateboard Facility and such Completion Notice is accepted or deemed accepted pursuant to Clause 34.

Open Space - Informal Kick About Area

Positive Covenants

- 9.61 The Developer shall obtain the approval in writing of the Relevant Authority to the precise location size design and specification for the construction laying out and ongoing maintenance each of the Informal Kick About Areas together with a timetable for carrying out the construction and laying out of each of the Informal Kick About Areas prior to the Commencement of the relevant Phased Area associated with the Informal Kick About Area (being Phase 2 and Phase 5 respectively) within the Town Park.
- 9.62 The Developer shall complete each of the Informal Kick About Area in accordance with the details approved by the Relevant Authority pursuant to Clause 9.61 prior to:
- 9.62.1 in the case of the Informal Kick About Area associated with Phase 2 Occupation of 320 Residential Units comprised within the Site; and
- 9.62.2 in the case of the Informal Kick About Area associated with Phase 5 Occupation of 1050 Residential Units comprised within the Site
- such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.
- 9.63 Upon completion of an Informal Kick About Area the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.64 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain each of the Informal Kick About Area regularly throughout the Maintenance Period in accordance with the details approved pursuant to Clause 9.61 and to the full satisfaction of the Relevant Authority.
- 9.65 At the expiry of the Maintenance Period the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.66 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer each of the Informal Kick About Area to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the Informal Kick About Area save as contemplated in the definition of the same PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain each of the Informal Kick About Areas in accordance with the requirements of Clause 9.61 until the date of completion of such transfer.

Negative Covenants

- 9.67 The Developer shall not Commence Phase 2 until it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.61 for the Informal Kick About Area associated with Phase 2.
- 9.68 The Developer shall not Occupy more than 320 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Informal Kick

About Area to be provided in association with Phase 2 and such Completion Notice is accepted or deemed accepted pursuant to Clause 34.

- 9.69 The Developer shall not Commence Phase 5 until it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.61 for the Informal Kick About Area associated with Phase 5.
- 9.70 The Developer shall not Occupy more than 1,050 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Informal Kick About Area to be provided in association with Phase 5 and such Completion Notice is accepted or deemed accepted pursuant to Clause 34.

Open Space - Youth Provision - Shelter

Positive Covenants

- 9.71 The Developer shall agree with Winchester and Havant the consultation process to be undertaken with potential users of the Shelter in determining the equipment that shall be installed to provide the Shelter prior to determining its design and specification such consultation to be conducted by the agreed party prior to Occupation of 175 Residential Units upon the Site.
- 9.72 Taking into account the results of the consultation carried out in accordance with Clause 9.71 above the Developer shall obtain the approval in writing of the Relevant Authority to the precise location size specification and ongoing maintenance of the Shelter together with a timetable for the construction and laying out of the Shelter which shall be a structure suitable for young people to meet and shelter within an area of the Town Park) prior to the Occupation of any Residential Unit within Phase 2 (being the Phased Area associated with the Shelter) or more than 200 Residential Units comprised within the Site (whichever first occurs).
- 9.73 The Developer shall provide a Shelter in the Town Park prior to Occupation of 320 Residential Units comprised within the Site such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.
- 9.74 The Developer shall complete the Shelter in accordance with the timetable specification and other details approved pursuant to Clause 9.72 such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority prior to Occupation of 320 Residential Units comprised within the Site.
- 9.75 Upon completion of the Shelter the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.76 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the Shelter regularly throughout the Maintenance Period in accordance with the details approved pursuant to Clause 9.72 and to the full satisfaction of the Relevant Authority.
- 9.77 At the expiry of the Maintenance Period the Developer shall issue an Adoption

Notice pursuant to Clause 34.

- 9.78 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer the Shelter to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the Shelter save as a youth shelter PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the Shelter in accordance with the requirements of Clause 9.72 until the date of completion of such transfer.

Negative Covenants

- 9.79 The Developer shall not Occupy any Residential Unit within Phase 2 (being the Phased Area associated with the Shelter) or more than 200 Residential Units comprised within the Site (whichever first occurs) unless it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.72 of the details of the Shelter.
- 9.80 The Developer shall not Occupy more than 320 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Shelter and such Completion Notice is accepted or deemed accepted pursuant to Clause 34.

Open Space - Open Space Ancillary Facilities

Positive Covenants

- 9.81 The Developer shall obtain the approval in writing of the Relevant Authority to the precise location (which may be within the vicinity of "Plant Farm" save for the Cricket Pavilion which shall be adjacent to the Cricket Pitch) and size design and specification for the construction and ongoing maintenance of the Ancillary Facilities together with a timetable for carrying out the construction of the Ancillary Facilities prior to Occupation of more than 1,150 Residential Units within the Site.
- 9.82 The Developer shall complete the Ancillary Facilities prior to Occupation of 1,550 Residential Units comprised within the Site or two years from the issue of the Completion Notice for the Cricket Pitch (whichever first occurs) in accordance with the timetable specification and other details approved pursuant to Clause 9.81 such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.
- 9.83 Upon Completion of the Ancillary Facilities the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.84 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the Ancillary Facilities regularly throughout the Maintenance Period in accordance with the details agreed pursuant to Clause 9.81 and to the full satisfaction of the Relevant Authority.
- 9.85 At the expiry of the Maintenance Period, the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.86 Following acceptance or deemed acceptance of the Adoption Notice pursuant to

Clause 34 the Developer shall transfer the Ancillary Facilities to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the Ancillary Facilities save as contemplated in the definition relating to the same PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the Ancillary Facilities in accordance with the requirements of Clause 9.81 until the date of completion of such transfer.

Negative Covenants

- 9.87 The Developer shall not Occupy more than 1,150 Residential Units comprised within the Site unless the requirements of Clause 9.81 have been fulfilled.
- 9.88 The Developer shall not Occupy more than 1,550 Residential Units comprised within the Site until it has issued a Completion Notice in respect of Ancillary Facilities and the Completion Notice is accepted or deemed accepted pursuant to Clause 34.

Open Space - Children's Equipped Play

Positive Covenants

- 9.89 The Developer shall provide Children's Play Facilities (including LEAPs and NEAPs) in accordance with the Social Infrastructure Plan (unless otherwise agreed in writing by the Relevant Authority).
- 9.90 The Developer shall use the Children's Play Equipment Sum only for the provision by the Developer of children's play equipment on the Site (including the provision of NEAPS and LEAPs) as agreed with the Relevant Authority.
- 9.91 Prior to Commencement of a Phased Area to the Developer shall agree in writing with the Relevant Authority in respect of that Phased Area:
 - 9.91.1 a strategy for the provision of play equipment for the Phased Area including where appropriate any NEAP or LEAP;
 - 9.91.2 an indicative location nature and a timetable for the provision of and ongoing maintenance of one or more play area(s) to be provided on the Phased Area.
- 9.92 Upon submitting any application for Reserved Matters Approval for a Reserved Matters Area the Developer shall agree in writing with the Relevant Authority:
 - 9.92.1 the precise location nature and timetable for the provision of Children's Play Facilities; and
 - 9.92.2 the precise share of the Children's Play Equipment Sum that shall be allocated to those Children's Play Facilities; and
 - 9.92.3 the specification for the provision of children's play equipment on those Children's Play Facilities and details of any ongoing maintenance;
within that Reserved Matters Area.
- 9.93 Following the grant of a Reserved Matters Approval the Developer shall

9.93.1 construct and lay out the Children's Play Facilities in accordance with the details approved pursuant to Clause 9.92 above;

9.93.2 expend the agreed share of the Children's Play Equipment Sum as determined pursuant to Clause 9.92 to provide the agreed children's play equipment within the relevant Reserved Matters Area; and

9.93.3 make available for public use the Children's Play facilities

prior to Occupation of ninety per cent (90%) (unless agreed in writing by the Relevant Authority taking into account health and safety issues and any other reasonable considerations) of the Residential Units comprised within such Reserved Matters Area.

Provision of LEAPS and NEAPS

9.94 Prior to Commencement of any of Phase 2 Phase 3 Phase 6 Phase 9 Phase 12 and Phase 13 (being the Phased Area associated with a LEAP or NEAP) or more than a trigger number of Residential Units comprised within the Site as set out in the table below (whichever first occurs) the Developer shall obtain the approval in writing of the Relevant Authority to:

9.94.1 the precise location nature and timetable for the provision of the LEAP or NEAP associated with that Phase together with a timetable for carrying out the construction and laying out of the LEAP/NEAP and details of any ongoing maintenance; and

9.94.2 the precise share of the Children's Play Equipment Sum that shall be allocated to that LEAP/NEAP; and

9.94.3 the specification for the provision of children's play equipment on that LEAP/NEAP

Phase	Provision	Trigger (approval)	Trigger (completion)
2	LEAP within Town Park	200	320
3	LEAP within Town Park	550	650
6	LEAP	1,350	1,450
9	LEAP	1,700	2,000
9	NEAP	1,700	2,000
12/13	NEAP	1,200	1,375

9.95 Prior to Occupation of a trigger number of Residential Units as specified in the table in Clause 9.94 comprised within the Site the Developer shall complete the LEAP/NEAP associated with that Phase in accordance with the timetable specification and other details approved pursuant to Clause 9.94 such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant

approved in writing by the Relevant.

- 9.96 Following the completion of the LEAP/NEAP referred to in clause 9.94 the Developer shall issue a Completion Notice pursuant to Clause 34.
- 9.97 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 9.94 above the Developer shall at its expense maintain the LEAP/NEAP regularly throughout the Maintenance Period in accordance with the details agreed pursuant to Clause 9.94 and to the full satisfaction of the Relevant Authority.
- 9.98 At the expiry of the Maintenance Period the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.99 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer the LEAP/NEAP to the Relevant Authority in accordance with the provisions of Clause 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the LEAP or the NEAP save as a children's equipped play area PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the LEAP/NEAP in accordance with the requirements of Clause 9.94 until the date of completion of such transfer.

Negative Covenants

- 9.100 The Developer shall not Commence a Phased Area unless the details referred to in Clause 9.91 have been agreed with the Relevant Authority
 - 9.100.1 The Developer shall not Occupy more than ninety per cent (90%) (or such other percentage as agreed by the Relevant Authority) of the Residential Units comprised within a Reserved Matters Area unless the agreed Children's Play Facilities have been provided and made available for public use and the Children's Equipment Sum for such Reserved Matters Area has been used by the Developer to provide the agreed children's play equipment with the Reserved Matters Area.
 - 9.100.2 The Developer shall not Occupy more than the trigger number specified in the table in Clause 9.94 above of Residential Units comprised within the Site unless the Developer has issued a Completion Notice in respect of the LEAP/NEAP as appropriate associated with the relevant Phase and the Completion Notice is accepted or deemed accepted pursuant to Clause 34.

Open Space - Artificial Turf Pitch

Positive Covenants

- 9.101 The Developer shall pay the Artificial Turf Pitch Contribution to Havant prior to Occupation of 250 Residential Units comprised within the Site.

Negative Covenants

- 9.102 The Developer shall not Occupy more than 250 Residential Units comprised within the Site unless the Developer has paid the Artificial Turf Pitch Contribution to Havant.

Open Space - Brambles South Link (On-Site)

Positive Covenants

- 9.103 Prior to Occupation of 400 Residential Units comprised within the Site the Developer shall agree with the Relevant Authority in writing the detailed route design specification and ongoing maintenance of the Brambles South Link (On-Site) together with a timetable for the construction and laying out of the Brambles South Link (On-Site).
- 9.104 The Developer shall provide and complete the Brambles South Link (On-Site) and provide that part of the Brambles South Link (Off-Site) within the ownership of the Developer and use reasonable endeavours to provide and secure for public use in perpetuity any part of the Brambles South Link (Off-Site) not within the ownership of the Developer prior to Occupation of 500 Residential Units on the Site such works to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.
- 9.105 Upon completion of the Brambles South Link (On-Site) and the Brambles South Link (Off-Site) (unless Clause 9.111 applies) the Developer shall issue a Completion Notice pursuant to Clause 34 for that part of the Brambles South Link that has been completed and make such part of the Brambles South Link available for public use.
- 9.106 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the completed the Developer shall maintain the Brambles South Link (On-Site) and maintain that part of the Brambles South Link (Off-Site) within its ownership or control at the date of the Completion Notice during the Maintenance Period hereof.
- 9.107 At the expiry of the Maintenance Period, the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 9.108 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34, the Developer shall transfer the completed Brambles South Link (On-Site) and that part of the Brambles South Link (Off-Site) within its ownership to the Relevant Authority in accordance with the procedure set out in Clauses 34.14 to 34.21 and subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the Brambles South Link (On-Site) save for the use for which it has been provided pursuant to this Deed PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the completed Brambles South Link (On-Site) and that part of the Brambles South Link (Off-Site) within its ownership in accordance with the requirements of Clause 9.108 until the date of completion of such transfer.
- 9.109 If it is not reasonably possible for the Developer to provide the Brambles South Link Off-Site the Developer shall pay to Havant the Brambles South Link Alternative Contribution prior to Occupation of 500 Residential Units on the Site such payment being acknowledged to extinguish any liability in respect of the Brambles South Link Off-Site.

Negative Covenants

- 9.110 The Developer shall not Occupy more than 400 Residential Units comprised within the Site until Clause 9.105 has been complied with.

9.111 The Developer shall not to Occupy more than 500 Residential Units comprised within the Site until either:

9.111.1 the Brambles South Link has been provided in its entirety and made available for public use; or

9.111.2 the Brambles South Link (On-Site) has been provided and made available for public use and the Brambles South Link Alternative Contribution has been paid to the Relevant Authority.

9.112 The Developer shall not Occupy more than 550 Residential Units comprised within the Site until either:

9.112.1 a Completion Certificate has been issued and accepted by the Relevant Authority in respect of the Brambles South Link in its entirety; or

9.112.2 a Completion Certificate has been issued and accepted by the Relevant Authority in respect of the Brambles South Link (On-Site) and the Brambles South Link Alternative Contribution has been paid to the Relevant Authority.

Open Space - Integration Footpath

Positive Covenants

9.113 Prior to Commencement of any Residential Units comprised within the Site the Developer shall agree in writing with the Relevant Authority a design and specification for the construction and laying out and ongoing maintenance of the Integration Footpath crossing the Integration Land.

9.114 The Developer shall construct the Integration Footpath and issue a Completion Notice in respect thereof prior to Occupation of any Residential Unit within Phase 1 provided that in the event of planning permission being granted for the development of the Integration Land prior to Occupation of any Residential Unit comprised in Phase 1 this obligation shall cease to apply.

9.115 The Developer shall maintain the Integration Footpath (if constructed) at all times following its construction in accordance with the agreed maintenance specification or at the request of the Parties such amended specification as may be agreed by the Developer and the Relevant Authority.

Negative Covenants

9.116 The Developer shall not Commence any Residential Unit comprised within the Site until the requirements of Clause 9.115 have been complied with.

9.117 Unless planning permission is granted for the development of the Integration Land prior to Occupation of any Residential Unit comprised in Phase 1 the Developer shall not Occupy any Residential Unit within Phase 1 until the requirements of Clause 9.116 have been complied with.

10 Allotments

Positive Covenants

- 10.1 Prior to Occupation of 1,200 Residential Units comprised within the Site in respect of the Southern Allotments and prior to Occupation of 1,700 Residential Units comprised within the Site in respect of the Northern Allotments the Developer shall submit to and obtain the written approval in writing of Winchester to the precise location size specification and design and a timetable for the construction and laying out of the Northern Allotments and the Southern Allotments which shall in the case of Northern Allotments be an area no less than 3,800m² and in the case of the Southern Allotments be an area no less than 9,000m² in the locations shown indicatively on the Social Infrastructure Plan. The following features are to be included in respect of both allotment sites:
- 10.1.1 water supply terminating in a trough with ball valve to four locations evenly spread across the site and capable of serving all allotment plots;
 - 10.1.2 plots which shall be land prepared for cultivation and free of vegetation and deleterious materials;
 - 10.1.3 rabbit and deer proof fencing (in both cases in accordance with any specification issued by the Forestry Commission) provided to all sides with lockable pedestrian and vehicle access gates;
 - 10.1.4 a roadway constructed to carry vehicular traffic and giving access to all allotment plots via grass pathways one metre in width; and
 - 10.1.5 an area of hard standing suitable for car parking spaces for 12 cars of which two spaces are to be suitable for disabled persons in the case of the Southern Allotments and for car parking spaces for 5 cars of which 1 spaces are to be suitable for disabled persons in the case of the Northern Allotments.
- 10.2 The Developer shall provide the Southern Allotments in accordance with the details approved pursuant to Clause 10.1 above prior to Occupation of 1,375 Residential Units comprised within the Site or the Occupation of any Residential Unit adjoining or overlooking the Southern Allotments or upon Occupation of the final Residential Unit in Phase 13 whichever of the aforementioned events is the sooner to the reasonable satisfaction of Winchester such work to be undertaken following receipt of all necessary consents by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by Winchester.
- 10.3 Following the completion of the Southern Allotments the Developer shall issue a Completion Notice pursuant to Clause 34.
- 10.4 Following acceptance or deemed acceptance of the Completion Notice the Developer shall transfer in accordance with Clause 34.14 to 34.20 (as if the Completion Notice were an Adoption Notice for the purposes of such clauses) the Southern Allotments to Winchester at no cost to Winchester (subject to a restrictive covenant that Winchester will not use them or cause or permit them to be used other than as allotments) following completion and acceptance by Winchester and having complied with all necessary consents on or before Occupation of 1,400 Residential Units comprised within the Site together with such

rights as may be necessary to include:

- 10.4.1 a right for Winchester and members of the public to pass and repass on foot and/or with or without vehicles (as appropriate) for the purpose of access to and egress from the Southern Allotments to and from the public highway;
- 10.4.2 a right of taking passage and running (as appropriate) of Services;
- 10.4.3 a right to maintain enjoy and use any Services and any projections over or under the remainder of the Site so far as may be necessary for any purpose connected with the Southern Allotments;
- 10.4.4 a right to enter upon those parts of the remainder of the Site immediately adjacent to the Southern Allotments as far as may be necessary for any purpose connected with the Southern Allotments; and
- 10.4.5 such necessary rights of support shelter and protection from the Site if applicable.
- 10.5 The Developer shall maintain the Southern Allotments once completed in accordance with the specification and design agreed pursuant to Clause 10.1 until transferred to the Relevant Authority pursuant to Clause 10.4.
- 10.6 The Developer shall provide the Northern Allotments in the location agreed prior to Occupation of 2,000 Residential Units comprised within the Site or the Occupation of any Residential Unit adjoining or overlooking the Northern Allotments or Occupation of the Final Residential Unit in Phase 9 whichever is soonest to the reasonable satisfaction of Winchester such work to be undertaken following receipt of all necessary consents by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by Winchester.
- 10.7 Following the Completion of the Northern Allotments the Developer shall issue a Completion Notice pursuant to Clause 34.
- 10.8 Following acceptance or deemed acceptance of the Completion Notice the Developer shall transfer in accordance with Clause 34.14 to 34.20 (as if the Completion Notice were an Adoption Notice for the purposes of such clauses) the Northern Allotments to Winchester at no cost to Winchester (subject to a restrictive covenant that Winchester will not use them or cause or permit them to be used other than as allotments) following completion and acceptance by Winchester and having complied with all statutory consents on or before occupation of 2,025 Residential Units comprised within the Site together with such rights as may be necessary including:
 - 10.8.1 a right for Winchester and members of the public to pass and repass on foot and/or with or without vehicles (as appropriate) for the purpose of access to and egress from the Northern Allotments to and from the public highway;
 - 10.8.2 a right of taking passage and running (as appropriate) of Services;
 - 10.8.3 a right to maintain enjoy and use any Services and any projections over or under the remainder of the Site so far as may be necessary for any purpose connected with the Northern Allotments;

10.8.4 a right to enter upon those parts of the remainder of the Site immediately adjacent to the Northern Allotments as far as may be necessary for any purpose connected with the Northern Allotments; and

10.8.5 such necessary rights of support shelter and protection from the Site if applicable.

10.9 The Developer shall maintain the Northern Allotments once completed in accordance with the specification and design agreed pursuant to Clause 10.1 until transferred to the Relevant Authority pursuant to Clause 10.8.

10.10 Notwithstanding the transfer of the Northern Allotments or the Southern Allotments to Winchester the Developer shall rectify any defects in any of the infrastructure features referred to in Clause 10.1 above which become apparent during the period of 12 months after the acceptance of a relevant Completion Notice.

Negative Covenants

10.11 The Developer shall not Occupy more than 1,200 Residential Units comprised within the Site unless the requirements of Clause 10.1 have been fulfilled in respect of the Southern Allotments.

10.12 The Developer shall not Occupy more than 1,700 Residential Units comprised within the Site unless the requirements of Clause 10.1 have been fulfilled in respect of the Northern Allotments.

10.13 The Developer shall not Occupy more than 1,375 Residential Units comprised within the Site or any Residential Unit overlooking the Southern Allotments until it has issued a Completion Notice in respect of the Southern Allotments and the Completion Notice is accepted or deemed accepted pursuant to Clause 34.

10.14 The Developer shall not Occupy more than 1,400 Residential Units comprised within the Site unless and until the Southern Allotments have been transferred to Winchester in accordance with the requirements of Clause 10.4.

10.15 The Developer shall not Occupy more than 2,000 Residential Units comprised within the Site or any Residential Unit overlooking the Northern Allotments until it has issued a Completion Notice in respect of the Northern Allotments and the Completion Notice is accepted or deemed accepted pursuant to Clause 34.

10.16 The Developer shall not Occupy more than 2,025 Residential Units comprised within the Site unless and until the Northern Allotments have been transferred to Winchester in accordance with the requirements of Clause 10.8.

11 Cemetery

Positive Covenants

11.1 On completion of this Deed the Developer shall pay to Havant the sum of £18,000 towards the cost to Havant of carrying out site investigation works required to obtain all necessary statutory approvals for the Cemetery and to thereafter allow Havant reasonable access to the Cemetery Site for the purposes of carrying out such investigation works.

11.2 Prior to Commencement of the Development the Developer shall provide to Havant

copies of all environmental contamination ecological archaeological geotechnical and other surveys undertaken by or on behalf of the Developer in respect of the Cemetery Site.

- 11.3 The Developer shall agree in writing with Havant prior to Occupation of 200 Residential Units comprised within the Site the precise location size (which shall be an area no less than 3.08 hectares in the location shown indicatively on the Social Infrastructure Plan) together with a specification for the vehicular access boundary fencing car park and provision of services a timetable for provision of the Cemetery and a maintenance regime in respect of the infrastructure comprising of the vehicular access boundary fencing car park and services only.
- 11.4 Subject to Havant (a) receiving all necessary statutory approvals (including planning consent and consent from the Environment Agency) and (b) notifying the Developer that it requires the Cemetery to be provided the Developer shall notify Havant of its intended date to commence construction of the Cemetery.
- 11.5 Subject to Clause 11.14 the Developer shall complete the electricity water foul drainage connections to the Cemetery as well as construct the vehicular access the Cemetery Car Park and boundary fencing within six months of the date notified under Clause 11.4 (or such other period as may be agreed with Havant).
- 11.6 Upon completion of the Cemetery the Developer shall issue a Completion Notice pursuant to Clause 34.2.
- 11.7 From the date the Completion Notice is accepted or is deemed to be accepted pursuant to Clause 34 the Developer shall at its expense maintain the Cemetery regularly throughout the Maintenance Period in accordance with the details agreed pursuant to Clause 11.3 and to the full satisfaction of Havant.
- 11.8 At the expiry of the Maintenance Period the Developer shall issue an Adoption Notice pursuant to Clause 34.
- 11.9 Following acceptance or deemed acceptance of the Adoption Notice pursuant to Clause 34 the Developer shall transfer the Cemetery to the Relevant Authority (subject to a restrictive covenant that the Cemetery only be used as a cemetery) in accordance with the provisions of Clause 34.14 to 34.21 PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain the Cemetery in accordance with the requirements of Clause 11.7 until the date of completion of such transfer.

Negative Covenants

- 11.10 The Developer shall not use the Cemetery Site for the storage or stock piling of spoil or earth associated with the Development or as compound facilities and associated storage or vehicular parking for the construction of the Development other than as reasonably required for the provision of the Cemetery Site.
- 11.11 The Developer shall:
 - 11.11.1 not Commence Phase 2 until it has submitted to and obtained the approval in writing of the Relevant Authority to a detailed specification for the Cemetery Buffer Planting and a timetable for carrying out the Cemetery Buffer Planting; and

- 11.11.2 subject to Havant (a) receiving all necessary statutory approvals (including planning consent and consent from the Environment Agency) for the Cemetery and (b) notifying the Developer that it requires the Cemetery to be provided carry out the approved Cemetery Buffer Planting within the first planting season after the Commencement of Phase 2 unless otherwise agreed by the Relevant Authority.
- 11.12 The Developer shall not Occupy more than 200 Residential Units comprised within the Site unless the requirements of Clause 11.3 have been fulfilled.
- 11.13 The Developer shall not Occupy more than 100 further Residential Units comprised within the Site following the date of the issue of the notice by Havant under Clause 11.4 unless a Completion Notice for the Cemetery is issued and accepted or deemed to have been accepted.

General

- 11.14 If within twelve years of the date of this Deed Havant determines that the Cemetery Site is unsuitable for its required purpose or Havant fails to secure all necessary statutory approvals for the Cemetery then within thirty Working Days of receipt of written demand the Developer shall pay to Havant the Alternative Cemetery Contribution and thereafter the provisions of Clauses 11.2 to 11.13 shall cease to apply.

12 Community Facilities (Community Centre Community Development Contribution Health Centre and Nursery)

Community Facilities - Community Centre

Positive Covenants

- 12.1 Prior to Commencement of Development upon the Site the Developer shall agree in writing with the Relevant Authority:
- 12.1.1 the nature and location of temporary accommodation for the use of the Community Development Worker until the Occupation of any Residential Unit comprised within the Site; and
- 12.1.2 the nature and location of temporary accommodation to be provided prior to Occupation of any Residential Unit comprised within the Site to be used for community meetings small functions and consultations by the Community Development Worker.
- 12.2 The Developer shall provide at its own expense the temporary accommodation (including necessary services) agreed pursuant to Clause 12.1.1 prior to Occupation of the first Residential Unit comprised within the Site.
- 12.3 The Developer shall provide at its own expense the temporary accommodation (including necessary services) for community use agreed pursuant to Clause 12.1.2 prior to Occupation of the 250 Residential Unit comprised within the Site and thereafter maintain until the obligation in Clause 12.5 (the provision of the Community Centre) is fulfilled.
- 12.4 The Developer shall agree in writing with the Relevant Authority prior to Occupation of 250 Residential Units comprised within the Site the precise location

and size of the Community Centre (and any associated car parking facilities and ancillary open space) together with a timetable for agreeing the specification and design and for the construction of the Community Centre which shall be a building of no less than 720m² Net Internal Floor Area in the location shown indicatively on the Social Infrastructure Plan and the specification shall incorporate accommodation mechanical plant decoration fixtures and fittings which are of a suitable quality and nature for a public building being in frequent use for social recreational and entertainment uses.

- 12.5 The Developer shall provide the Community Centre in the location and in accordance with the timetable and specification agreed in accordance with Clause 12.3 prior to Occupation of 1,450 Residential Units comprised within the Site to the reasonable satisfaction of the Relevant Authority such works to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials under the supervision of an experienced consultant approved in writing by the Relevant Authority in accordance with all necessary requisite consents which shall include (*inter alia*) but without prejudice to the generality thereof planning permission.
- 12.6 The Developer shall issue a Completion Notice in respect of the Community Centre prior to Occupation of 1,450 Residential Units comprised within the Site.
- 12.7 Prior to Occupation of 1,500 Residential Units the Developer shall transfer a long leasehold interest of not less 125 years (or the freehold if agreed with Havant or Winchester) in the parts of the building solely for use as the Community Centre (excluding any common areas) to Havant or Winchester on reasonable terms to be agreed between the Developer and Havant or Winchester (as the case may be) (such terms to include a peppercorn rent and no other charges other than a reasonable service charge) and together with any reasonably necessary rights including the following:
 - 12.7.1 a right for Havant or Winchester (as appropriate) and all others authorised by it to pass and repass on foot and/or with or without vehicles (as appropriate) for the purpose of access to and egress from the Community Centre to and from the public highway;
 - 12.7.2 a right for Havant or Winchester (as appropriate) and all others authorised by it to use any common areas constructed to serve the Community Centre and any associated car parking facilities;
 - 12.7.3 a right of taking passage and running (as appropriate) of Services;
 - 12.7.4 a right to maintain enjoy and use any Services and any projections over or under the remainder of the Site so far as may be necessary for any purpose connected with the Community Centre;
 - 12.7.5 a right to enter upon those parts of the remainder of the Site immediately adjacent to the Community Centre as far as may be strictly necessary for any purpose connected with the Community Centre; and
 - 12.7.6 such necessary rights of support shelter and protection from the Site if applicable.
- 12.8 The Developer shall procure that any party responsible for the design and construction of any part of the Community Centre including for the avoidance of

doubt the consultant responsible for the issuing of the Completion Notice will provide to Havant or Winchester (as appropriate) a ten (10) year collateral warranty against latent defects in the construction of the Community Centre.

Negative Covenants

- 12.9 The Developer shall not commence construction of any Residential Unit on the Site unless the temporary accommodation for the Community Development Worker in accordance with Clause 12.1.1 has been provided.
- 12.10 The Developer shall not Occupy any Residential Unit comprised within the Site unless the temporary accommodation for the community use in accordance with Clause 12.1.2 has been provided.
- 12.11 The Developer shall not Occupy more than 250 Residential Units comprised within the Site unless the details of the timetable and specification of the Community Centre have been agreed in writing in accordance with the requirements of Clause 12.3.
- 12.12 The Developer shall not Occupy more than 1,450 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the construction and fitting out of the Community Centre and such Completion Notice is accepted or is deemed accepted pursuant to Clause 34.

Community Facilities - Community Development Contribution

Positive Covenants

- 12.13 The Developer shall pay to Havant the Community Development Contribution in the following instalments:
 - 12.13.1 Thirty Five Thousand Pounds (£35,000) (Indexed) prior to Occupation of any Residential Units comprised within the Site;
 - 12.13.2 Thirty Five Thousand Pounds (£35,000) (Indexed) on the first anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 150 Residential Units comprised within the Site whichever is the earlier;
 - 12.13.3 Thirty Five Thousand Pounds (£35,000) (Indexed) on the second anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 390 Residential Units comprised within the Site whichever is the earlier;
 - 12.13.4 Thirty Five Thousand Pounds (£35,000) (Indexed) on the third anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 630 Residential Units comprised within the Site whichever is the earlier;
 - 12.13.5 Thirty Five Thousand Pounds (£35,000) (Indexed) on the fourth anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 870 Residential Units whichever is the earlier;
 - 12.13.6 Thirty Five Thousand Pounds (£35,000) (Indexed) on the fifth anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 1,110 Residential Units comprised within the Site whichever is the earlier;

- 12.13.7 Thirty Five Thousand Pounds (£35,000) (Indexed) on the sixth anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 1,350 Residential Units comprised within the Site whichever is the earlier;
- 12.13.8 Thirty Five Thousand Pounds (£35,000) (Indexed) on the seventh anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 1,590 Residential Units comprised within the Site whichever is the earlier;
- 12.13.9 Thirty Five Thousand Pounds (£35,000) (Indexed) on the eighth anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 1,830 Residential Units comprised within the Site whichever is the earlier; and
- 12.13.10 Thirty Five Thousand Pounds (£35,000) (Indexed) on the ninth anniversary of the payment pursuant to Clause 12.12.1 or upon the Occupation of 2,070 Residential Units comprised within the Site whichever is the earlier.

12.13.10.1 Negative Covenants

- 12.14 The Developer shall not Occupy any Residential Unit on the Site unless and until the payment set out in Clause 12.14.1 has been paid to Havant.
- 12.15 The Developer shall not Occupy more than 150 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.2 has been paid to Havant.
- 12.16 The Developer shall not Occupy more than 390 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.3 has been paid to Havant.
- 12.17 The Developer shall not Occupy more than 630 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.4 has been paid to Havant.
- 12.18 The Developer shall not Occupy more than 870 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.5 has been paid to Havant.
- 12.19 The Developer shall not Occupy more than 1,110 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.6 has been paid to Havant.
- 12.20 The Developer shall not Occupy more than 1,350 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.7 has been paid to Havant.
- 12.21 The Developer shall not Occupy more than 1,590 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.8 has been paid to Havant.
- 12.22 The Developer shall not Occupy more than 1,830 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.9 has been paid to Havant.

- 12.23 The Developer shall not Occupy more than 2070 Residential Units comprised within the Site unless and until the payment set out in Clause 12.14.10 has been paid to Havant.

Community Facilities - Health Centre

Positive Covenants

- 12.24 Prior to Occupation of 250 Residential Units comprised within the Site and for a period of ten (10) years after such Occupation the Developer shall identify the Health Centre Land such land to be maintained for a period of ten (10) years thereafter unless otherwise agreed between the Parties (excluding the County Council) in a clean and tidy condition safeguarded for the provision of the Health Centre.
- 12.25 The Developer shall use reasonable endeavours to align the timescales for delivery of the Health Centre in line with the delivery of the local centre and the Community Centre.
- 12.26 Subject to the proposed transferee being prepared to accept such transfer the Developer shall transfer an interest in the Health Centre Land and/or the Health Centre (whether freehold or leasehold) to the Primary Care Trust for the provision of the Health Centre for nil consideration and subject to a restrictive covenant by the Primary Care Trust not to use or permit the use of the Health Centre Land save as a health centre and if the Primary Care Trust refuse to accept the transfer to thereafter transfer such interest to a Health Service Provider for the provision of the Health Centre on reasonable commercial terms and subject to a restrictive covenant by the Health Service Provider not to use or permit the use of the Health Centre Land save as a health centre.

Community Facilities - Nursery

Positive Covenants

- 12.27 Prior to Occupation of 250 Residential Units comprised within the Site and for a period of ten (10) years from the later of such date the Developer shall make available the Nursery Land and maintain it in a clean and tidy condition and safeguarded for the provision of the Nursery (unless otherwise agreed between the Parties (excluding the County Council)).
- 12.28 The Developer shall use reasonable endeavours to align the timescales for delivery of the Nursery in line with the delivery of the local centre and the Community Centre.
- 12.29 Subject to agreeing reasonable commercial terms and subject to the transfer containing a restrictive covenant by the transferee not to use or permit the use of the Nursery Land save as a nursery the Developer shall transfer an interest in the Nursery Land and/or the Nursery (whether freehold or leasehold) to a Nursery Provider for the provision of the Nursery.
- 12.30 The Developer shall use reasonable endeavours to agree the commercial terms on which the transfer of the Nursery Land and/or the Nursery is to be effected (it being acknowledged by the Parties (excluding the County Council) that whether the transfer is freehold or leasehold is not on its own reasonable justification for failing to agree the commercial terms).

- 12.31 In the event that no transfer of the Nursery Land and/or the Nursery is effected within the ten (10) year period specified in Clause 21.27 unless otherwise agreed between the Parties (excluding the County Council) then the obligations in Clauses 12.28 to 12.31 shall cease to apply.

13 London Road Purbrook Contribution

Positive Covenant

- 13.1 Prior to Occupation of 440 Residential Units comprised within the Site the Developer shall pay the London Road Purbrook Contribution (Indexed) to Havant.

Negative Covenant

- 13.2 The Developer shall not Occupy more than 440 Residential Units comprised within the Site unless the London Road Purbrook Contribution (Indexed) has been paid to Havant.

14 Purbrook Heath Sports Pitch Contribution

Positive Covenant

- 14.1 Prior to Occupation of 950 Residential Units comprised within the Site the Developer shall pay the Purbrook Heath Sports Pitch Contribution (Indexed) to Havant.

Negative Covenant

- 14.2 The Developer shall not Occupy more than 950 Residential Units comprised within the Site unless the Purbrook Heath Sports Pitch Contribution (Indexed) has been paid to Havant.

15 Leisure Centre Contribution

Positive Covenant

- 15.1 The Developer shall pay the Leisure Centre Contribution (Indexed) to Havant on the earlier of Occupation of 850 Residential Units comprised within the Site or 28 days after the date of service of a notice by Havant on the Developer of the grant of planning permission for the construction of a new sports hall and ancillary facilities on the site of the existing "Waterlooville Leisure Centre".

Negative Covenant

- 15.2 The Developer shall not Occupy more than 850 Residential Units comprised within the Site unless the Leisure Centre Contribution has been paid to Havant.

16 Art

The Developer covenants with Winchester as follows:

Positive Covenant

- 16.1 The Developer shall pay the Arts Contribution (Indexed) to Winchester in the following instalments:

- 16.1.1 One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 150 Residential Units comprised within the Site;
- 16.1.2 One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 500 Residential Units comprised within the Site;
- 16.1.3 One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 1,000 Residential Units comprised within the Site;
- 16.1.4 One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 1,500 Residential Units comprised within the Site;
- 16.1.5 One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 2,000 Residential Units comprised within the Site.
- 16.2 The Developer shall allow Winchester reasonable access to the Site to enable installation and maintenance of any art provided by Winchester out of the Arts Contribution provided that and for the avoidance of doubt the Developer shall have no liability (whether financial or otherwise) in respect of such art.

Negative Covenant

- 16.3 The Developer shall not Occupy more than 150 Residential Units comprised within the Site unless the first instalment of the Arts Contribution pursuant to Clause 16.1.1 has been paid to Winchester.
- 16.4 The Developer shall not Occupy more than 500 Residential Units comprised within the Site unless the second instalment of the Arts Contribution pursuant to Clause 16.1.2 has been paid to Winchester.
- 16.5 The Developer shall not Occupy more than 1,000 Residential Units comprised within the Site unless the third instalment of the Arts Contribution pursuant to Clause 16.1.3 has been paid to Winchester.
- 16.6 The Developer shall not Occupy more than 1,500 Residential Units comprised within the Site unless the fourth instalment of the Arts Contribution pursuant to Clause 16.1.4 has been paid to Winchester.
- 16.7 The Developer shall not Occupy more than 2,000 Residential Units comprised within the Site unless the fifth instalment of the Arts Contribution pursuant to Clause 16.1.5 has been paid to Winchester.

17 Employment Skills Development Contribution

Positive Covenant

- 17.1 The Developer covenants with Winchester and Havant that prior to Commencement of construction of the first Residential Unit within a Phased Area to either (at the Developer's election):
 - 17.1.1 submit to Havant and Winchester a scheme for that Phased Area for the recruitment retention and training of apprentices and/or trainees/returners/ improvers additional to those who would be considered as a reasonable norm for contracting to the works to be employed learning or up-skilling a construction industry trade who for the duration of the

construction period of Phased Area shall where reasonably possible be trained at the Site (the scheme to be approved in writing by Havant and Winchester and to be implemented in full) (“**Employment Skills Scheme**”); or

17.1.2 pay to Havant the Employment Skills Development Contribution (Indexed) for every Residential Unit within the Phased Area.

17.2 If the Developer elects to operate an Employment Skills Scheme in relation to any Phased Area the Developer shall provide Havant with an annual monitoring report in a format to be agreed with Havant together with access to the Site upon reasonable notice to monitor the operation of the Employment Skills Scheme.

Negative Covenant

17.3 The Developer shall not commence the construction of any Residential Unit within a Phased Area unless and until it has either:

17.3.1 obtained the written approval of Havant and Winchester to the Employment Skills Scheme for that Phased Area; or

17.3.2 paid the Employment Skills Contribution for that Phased Area to Havant.

18 Air Quality Contribution

Positive Covenant

18.1 Prior to Occupation of 200 Residential Units comprised within the Site the Developer shall pay the Air Quality Contribution to Havant.

Negative Covenant

18.2 The Developer covenants not to Occupy more than 200 Residential Units comprised within the Site unless the Air Quality Contribution has been paid to Havant.

19 Ecology and Environment

SUDS Scheme

Positive Covenants

19.1 The Developer shall design the SuDS Scheme in accordance with the CIRIA c697-SUDS Manual or any equivalent and updated national design guidance as it may become available.

19.2 The Developer shall prior to Commencement of a Phased Area or part thereof:

19.2.1 obtain all necessary statutory consents for the SuDS Catchment(s);

19.2.2 use reasonable endeavours to obtain confirmation from the Environment Agency that it is satisfied with the adequacy of the part of the SuDS Scheme to serve the Phased Area or part thereof including the upstream portions of future development within the same SuDS Catchment(s) which will utilise the same SuDS features provided for the said Phased Area or part thereof; and

- 19.2.3 (subject to obtaining the confirmation in 19.2.2 above) confirm to Winchester, Havant and the County Council that the Environment Agency is satisfied with the design of the part of the SuDS Scheme serving the Phased Area or part thereof.
- 19.3 The Developer shall ensure that the SuDS Scheme for each Phased Area or part thereof shall be so designed so as to;
- 19.3.1 attenuate flows to no more than 5.06l/s/Ha except where the SuDS Catchment is less than 1 hectare in area where a minimum of 5l/s may be taken to reduce the risk of blockage; and
- 19.3.2 in all circumstances flows from the upstream portions of future development within the SuDS Catchment shall not exceed the relevant value/s assumed for the design of the SuDs features downstream.
- 19.4 The Developer shall design the SuDS Scheme or any part thereof to incorporate attenuation storage within the SuDS Scheme large enough to accommodate the run-off for a 1 in 100 year storm plus 30% climate change allowance (for all storm durations from 15 minutes to 24 hours to be modelled to identify the worst case scenario) whilst not exceeding the permitted discharge rate set out in Clause 19.3.
- 19.5 The Developer shall identify the flood routing on the site for a 1 in 200 year return period critical storm event for occasions when extreme flood events may occur and the measures to be put in place for those parts of the site at risk from such events in order to limit the potential damage.
- 19.6 The Developer shall provide to the County Council, Winchester and Havant prior to Commencement of a Phased Area or part thereof the design and implementation programme of the part of the SuDS Scheme serving that Phased Area including the provision of features necessary outside the Phased Area within the same SuDS Catchment and without prejudice to the generality thereof (inter alia):
- 19.6.1 a maintenance regime for the SuDS Scheme to ensure its correct functioning and operation;
- 19.6.2 a hydrology report to include the anticipated frequency of flooding events for each SuDS Scheme feature serving the Phased Area;
- 19.6.3 all relevant drawings and design calculations; and
- 19.6.4 a copy of the consents and evidence referred to in 19.2
- together with such other information as shall be reasonably requested in respect of the SuDS Scheme serving the said Phased Area to enable the County Council (in its capacity as Highway Authority where highway drainage is discharging to SuDS), Winchester and Havant to be satisfied that the SuDS Scheme will be fit for purpose.
- 19.7 The Developer shall agree in writing with the County Council, Winchester and Havant prior to the Commencement of a Phased Area or part thereof the designs for the SuDS Scheme as submitted in accordance with Clause 19.6 and shall pay (within twenty Working Days of receipt of a written demand) to the County Council, Winchester and Havant such sums as may be required to cover the reasonable costs incurred by the County Council (in its capacity as Highway Authority where highway drainage is discharging to SuDS), Winchester and Havant

in approving the design.

- 19.8 The Developer shall construct the SuDS Scheme agreed in Clause 19.7 for each Phased Area or part thereof in accordance with the approved design and the programme agreed in accordance with Clause 19.6 and shall pay to the County Council, Winchester and Havant such sums as may be required to cover the reasonable costs incurred by the County Council (in its capacity as Highway Authority where highway drainage is discharging to SuDS), Winchester and Havant in inspecting the construction of the SuDS Scheme.
- 19.9 The Developer shall maintain each SuDS Catchment in accordance with the maintenance regime to be agreed in Clause 19.6 until such time as the County Council (in its capacity as Highway Authority where highway drainage is discharging to SuDS), Winchester and Havant are satisfied that each SuDS Catchment is proven to be fit for purpose.
- 19.10 The Developer shall following the SuDS Catchment being proven to be fit for purpose transfer to Winchester or Havant the SuDS Catchment draining a Phased Area OR where the SuDS Catchment serves ONLY to discharge highway drainage, the County Council (in its capacity as Highway Authority), such transfer to be subject to a restrictive covenant by the Relevant Authority not to use or permit the use of the SuDS Catchment save as a sustainable urban drainage system PROVIDED THAT AND FOR THE AVOIDANCE OF DOUBT the Developer shall continue to maintain such SUDS in accordance with the requirements of Clause 19.6 until the date of completion of such transfer.
- 19.11 The Developer shall on the date of the transfer of each SuDS Catchment pay such commuted sums as detailed in the table below and in respect of any component of the SuDS Scheme not listed in the table a sum in respect of such component to be agreed between the Developer and Winchester or Havant.

SUDS	Cost
Swales	£9.79 per sq m
Wetlands	£12.48 per sq m
Basins	£9.79 per sq m
Lakes and Ponds	£9.79 per sq m (subject to a minimum of £5,560 each)

Negative Covenants

- 19.12 The Developer shall not Commence a Phased Area or part thereof unless the SuDS Scheme design for such Phased Area or part thereof prepared in accordance with Clauses 19.1 19.2 19.3 19.4 and 19.5 have been submitted to and approved in writing by the County Council Winchester and Havant and all costs paid pursuant to Clause 19.6.
- 19.13 In respect of each Phased Area the Developer shall not Occupy any Residential Unit or Traffic Generation Unit within such Phased Area or part thereof unless and until the part of the SuDS Scheme serving such Phased Area or part thereof has been

constructed and is ready for use in accordance with the provisions of this Clause 19.

River Restoration

Positive Covenants

- 19.14 Within 12 months of Commencement of Development the Developer shall submit to the Relevant Authority details of the River Restoration Scheme.
- 19.15 Prior to Commencement of Phase 6 or completion of construction of the Bridge Link (excluding any temporary bridge link or crossing) whichever is sooner the Developer shall complete to the reasonable satisfaction of the Relevant Authority Phase 1 of the River Restoration Engineering Works.
- 19.16 Within twelve months of the completion of Phase 1 of the River Restoration Engineering Works the Developer shall complete to the reasonable satisfaction of the Relevant Authority Phase 1 of the River Restoration Landscape Works.
- 19.17 Prior to Occupation of 1,350 Residential Units the Developer shall complete to the reasonable satisfaction of the Relevant Authority Phase 2 of the River Restoration Engineering Works and Phase 2 of the River Restoration Landscape Works.
- 19.18 The Developer shall in any event complete Phases 1 and 2 of the River Restoration Engineering Works and Phases 1 and 2 of the River Restoration Landscape Works no later than the seventh anniversary of the date of Commencement of the Development.
- 19.19 Upon Completion of the Phase 1 River Restoration Engineering Works and the Phase 1 River Restoration Landscape Works the Developer shall issue a Completion Notice pursuant to Clause 34.
- 19.20 Following acceptance or deemed acceptance of the Completion Notice pursuant to Clause 34 the Developer shall transfer Phase 1 of the River Wallington Community Nature Reserve to the Relevant Authority such transfer to be subject to a restrictive covenant by the Relevant Authority not to use or permit the use of Phase 1 of the River Wallington Community Nature Reserve save as a nature reserve.
- 19.21 Upon Completion of the Phase 2 River Restoration Engineering Works and the Phase 2 River Restoration Landscape Works the Developer shall issue a Completion Notice pursuant to Clause 34.
- 19.22 Following acceptance or deemed acceptance of the Completion Notice pursuant to Clause 34 the Developer shall transfer Phase 2 of the River Wallington Community Nature Reserve to the Relevant Authority such transfer to be subject to a restrictive covenant by the Relevant Authority not to use or permit the use of Phase 2 of the River Wallington Community Nature Reserve save as a nature reserve.

Negative Covenants

- 19.23 The Developer shall not Commence Phase 6 until it has completed to the reasonable satisfaction of the Relevant Authority Phase 1 of the River Restoration Engineering Works.

- 19.24 The Developer shall not Occupy more than 1,350 Residential Units comprised within the Site until Phase 2 of the River Restoration Engineering and Phase 2 of the River Restoration Landscaping Works have been completed to the reasonable satisfaction of the Relevant Authority.

Land Management and Maintenance

Positive Covenants

- 19.25 Prior to Commencement of the first Reserved Matters Area the Developer shall submit to and obtain the approval of Havant and Winchester to the Land Management Strategy setting out how the following features within the Site are to be managed and regularly maintained kept in good order and repaired promptly such that these features may be enjoyed for the purpose for which they were provided:

19.25.1 Open Space;

19.25.2 River Wallington Community Nature Reserve;

19.25.3 Newlands Farm Community Nature Reserve;

19.25.4 SuDS Scheme;

19.25.5 any land which is not to be developed (such as countryside edge and ancient woodland);

19.25.6 any landscape features that are to be retained; and

19.25.7 any other feature within the Site where there is or will be a biodiversity interest.

- 19.26 The matters to be included in the Land Management Strategy shall be agreed with Havant and Winchester prior to submission, but in any event the Land Management Strategy shall:

19.26.1 (unless otherwise agreed by Havant and Winchester) be broadly in accordance with the Environmental Statement;

19.26.2 indicate how the ecological issues and proposed management and maintenance measures set out in the Environmental Statement will be addressed and implemented;

19.26.3 explain how the Phases will relate to each other in ecological terms;

19.26.4 incorporate the measures set out in the management plan already produced in respect of Phase 1; and

19.26.5 identify the administrative structure and funding for implementation of the Land Management Plan.

- 19.27 The Developer shall at all times after completion of the Development in a Phased Area (unless otherwise agreed with the Relevant Authority in writing) comply with the Land Management Strategy approved pursuant to Clause 19.25 save to the extent that land covered by the Land Management Strategy has been transferred to

the Relevant Authority or the County Council pursuant to Clause 34 in which case the obligation of the Developer under this clause shall cease in respect of such transferred land.

Negative Covenants

- 19.28 The Developer shall not Commence the first Reserved Matters Area until it has obtained the approval of Havant and Winchester to the Land Management Strategy in accordance with Clause 19.25.
- 19.29 Save in respect of land covered by the Land Management Strategy which has been transferred to the Relevant Authority or the County Council pursuant to Clause 34 the Developer shall not allow or permit the Development in a Phased Area to be managed or maintained except in accordance with the Land Management Strategy approved pursuant to Clause 19.25.

20 Highways

Highways - Bus Service Contribution

Positive Covenants

- 20.1 The Developer shall pay the Bus Services Contribution to the County Council in the following instalments:
- 20.1.1 One Hundred and Thirty Five Thousand Six Hundred and Fifty Six Pounds (£135,656) (Indexed) prior to Occupation of 100 Residential Units comprised within the Site;
- 20.1.2 One Hundred Thirty Five Thousand Six Hundred and Fifty Four Pounds (£135,654) (Indexed) prior to Occupation of 200 Residential Units comprised within the Site OR prior to the expiry of one year from the date of Occupation of 100 Residential Units comprised within the Site whichever is the earlier;
- 20.1.3 One Hundred Thirty Five Thousand Six Hundred and Fifty Four Pounds (£135,654) (Indexed) prior to Occupation of 300 Residential Units comprised within the Site OR prior to the expiry of two years from the date of Occupation of 100 Residential Units comprised within the Site whichever is the earlier;
- 20.1.4 Two Hundred Thousand Pounds (£200,000) (Indexed) prior to Occupation of 440 Residential Units comprised within the Site OR prior to the expiry of three years from the date of Occupation of 100 Residential Units comprised within the Site whichever is the earlier;
- 20.1.5 Two Hundred Thousand Pounds (£200,000) (Indexed) prior to Occupation of 750 Residential Units comprised within the Site OR prior to the expiry of four years from the date of Occupation of 100 Residential Units comprised within the Site whichever is the earlier;
- 20.1.6 Two Hundred Thousand Pounds (£200,000) (Indexed) prior to Occupation of 1,000 Residential Units comprised within the Site OR prior to the expiry of five years from the date of Occupation of 100 Residential Units comprised within the Site whichever is the earlier;

20.1.7 Two Hundred Thousand Pounds (£200,000) (Indexed) prior to Occupation of 1,250 Residential Units comprised within the Site OR prior to the expiry of six years from the date of Occupation of 100 Residential Units comprised within the Site whichever is the earlier; and

20.1.8 Two Hundred Thousand Pounds (£200,000) (Indexed) prior to Occupation of 1,500 Residential Units comprised within the Site OR prior to the expiry of seven years from the date of Occupation of 100 Residential Units comprised within the Site whichever is the earlier.

Negative Covenants

- 20.2 The Developer shall not Occupy more than 100 Residential Units comprised within the Site unless the first instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.1.
- 20.3 The Developer shall not Occupy more than 200 Residential Units comprised within the Site unless the second instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.2.
- 20.4 The Developer shall not Occupy more than 300 Residential Units comprised within the Site unless the third instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.3.
- 20.5 The Developer shall not Occupy more than 440 Residential Units comprised within the Site unless the fourth instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.4.
- 20.6 The Developer shall not Occupy more than 750 Residential Units comprised within the Site unless the fifth instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.5.
- 20.7 The Developer shall not Occupy more than 1,000 Residential Units comprised within the Site unless the sixth instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.6.
- 20.8 The Developer shall not Occupy more than 1,250 Residential Units comprised within the Site unless the seventh instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.7.
- 20.9 The Developer shall not Occupy more than 1,500 Residential Units comprised within the Site unless the eighth instalment of the Bus Services Contribution has been paid to the County Council in accordance with Clause 20.1.8.

Highways - School Travel Plan Contributions

Positive Covenant

- 20.10 The Developer shall pay the Northern Primary School Travel Plan Contribution (Indexed) to the County Council prior to Occupation of any Residential Unit comprised within the Site.
- 20.11 The Developer shall pay the Southern Primary School Travel Plan Contribution (Indexed) to the County Council prior to Occupation of 1,550 Residential Units comprised within the Site.

Negative Covenant

- 20.12 The Developer shall not Occupy any Residential Unit comprised within the Site unless the Northern Primary School Travel Plan Contribution has been paid to the County Council.
- 20.13 The Developer shall not Occupy more than 1,550 Residential Units comprised within the Site unless the Southern Primary School Travel Plan Contribution has been paid to the County Council.

Highways - Junctions Improvements Contribution

Positive Covenants

- 20.14 The Developer shall pay the Junctions Improvements Contribution to the County Council in the following instalments:
- 20.14.1 Ninety Seven Thousand Four Hundred and Twenty Five Pounds (£97,425) (Indexed) prior to Occupation of 50 Residential Units comprised within the Site;
- 20.14.2 Four Hundred and Seventy Two Thousand Nine Hundred and Sixty Six Pounds (£472,966) (Indexed) prior to Occupation of 200 Residential Units comprised within the Site; and
- 20.14.3 Four Hundred and Seventy Two Thousand Nine Hundred and Sixty Five Pounds (£472,965) (Indexed) prior to Occupation of 600 Residential Units comprised within the Site.

Negative Covenant

- 20.15 The Developer shall not Occupy more than 50 Residential Units comprised within the Site unless the first instalment of the Junctions Improvements Contribution has been paid to the County Council in accordance with Clause 20.14.1.
- 20.16 The Developer shall not Occupy more than 200 Residential Units comprised within the Site unless the second instalment of the Junctions Improvements Contribution has been paid to the County Council in accordance with Clause 20.14.2.
- 20.17 The Developer shall not Occupy more than 600 Residential Units comprised within the Site unless the third instalment of the Junctions Improvements Contribution has been paid to the County Council in accordance with Clause 20.14.3.

Highways - Highways Contribution

Positive Covenants

- 20.18 The Developer shall pay the Highways Contribution to the County Council in the following instalments:
- 20.18.1 One Hundred and Fifty Thousand Pounds (£150,000) (Indexed) prior to Occupation of 50 Residential Units comprised within the Site;
- 20.18.2 Three Hundred and Ninety Nine Thousand Nine Hundred and Eighteen Pounds and Thirty Three Pence (£399,918.33) (Indexed) prior to Occupation

of 650 Residential Units comprised within the Site; and

20.18.3 Three Hundred and Ninety Nine Thousand Nine Hundred and Eighteen Pounds and Thirty Three Pence (£399,918.33) (Indexed) prior to Occupation of 1,300 Residential Units comprised within the Site; and

20.18.4 Three Hundred and Ninety Nine Thousand Nine Hundred and Eighteen Pounds and Thirty Four Pence (£399,918.34) (Indexed) prior to Occupation of 1,950 Residential Units comprised within the Site.

Negative Covenant

20.19 The Developer shall not Occupy more than 50 Residential Units comprised within the Site unless the first instalment of the Highways Contribution has been paid to the County Council in accordance with Clause 20.18.1.

20.20 The Developer shall not Occupy more than 650 Residential Units comprised within the Site unless the second instalment of the Highways Contribution has been paid to the County Council in accordance with Clause 20.18.2.

20.21 The Developer shall not Occupy more than 1,300 Residential Units comprised within the Site unless the third instalment of the Highways Contribution has been paid to the County Council in accordance with Clause 20.18.3.

20.22 The Developer shall not Occupy more than 1,950 Residential Units comprised within the Grainger Site unless the fourth instalment of the Highways Contribution has been paid to the County Council in accordance with Clause 20.18.4.

Highways - Milk Lane Crossing Contribution

Positive Covenant

20.23 The Developer shall pay the Milk Lane Crossing Contribution to the County Council prior to the earlier of the Commencement of Development upon Phase 2 or Occupation of 195 Residential Units comprised within the Site.

Negative Covenant

20.24 The Developer shall not Commence Phase 2 or Occupy more than 195 Residential Units comprised within the Site unless the Milk Lane Crossing Contribution has been paid to the County Council.

Highways - Off-Site Pedestrian/Cycle Route to Crookhorn School

Positive Covenants

20.25 The Developer shall enter into a Highways Agreement for the Off-Site Pedestrian/Cycle Route to Crookhorn School prior to Occupation of any Residential Unit.

20.26 The Developer shall carry out and complete the Off-Site Pedestrian/Cycle Route to Crookhorn School to Completion Certificate Standard at its own expense prior to Occupation of 50 Residential Units comprised within the Site.

Negative Covenants

- 20.27 The Developer shall not Occupy any Residential Unit unless a Highways Agreement has been entered into for the Off-Site Pedestrian/Cycle Route to Crookhorn School.
- 20.28 The Developer shall not Occupy more than 50 Residential Units comprised within the Site unless the Off-Site Pedestrian/Cycle Route to Crookhorn School has been completed to Completion Certificate Standard.

Highways - Pedestrian/Cycle Route to South Downs College

Positive Covenants

- 20.29 The Developer shall enter into a Highways Agreement for the Pedestrian/Cycle Route to South Downs College prior to Occupation of 150 Residential Units comprised within the Site.
- 20.30 The Developer shall carry out and complete the Pedestrian/Cycle Route to South Downs College to Completion Certificate Standard at its own expense prior to Occupation of 250 Residential Units comprised within the Site.

Negative Covenants

- 20.31 The Developer shall not Occupy more than 150 Residential Units comprised within the Site unless a Highways Agreement has been entered into for the Pedestrian/Cycle Route to South Downs College.
- 20.32 The Developer shall not Occupy more than 250 Residential Units comprised within the Site unless the Pedestrian/Cycle Route to South Downs College has been completed to Completion Certificate Standard.

Highways - London Road Toucan Crossing Works

Positive Covenants

- 20.33 The Developer shall enter into a Highways Agreement for the London Road Toucan Crossing Works prior to Commencement of Phase 8.
- 20.34 The Developer shall carry out and complete to Completion Certificate Standard at its own expense the London Road Toucan Crossing Works prior to Occupation of Phase 8.

Negative Covenants

- 20.35 The Developer shall not Commence Phase 8 unless a Highways Agreement has been entered into for the London Road Toucan Crossing Works.
- 20.36 The Developer shall not Occupy Phase 8 unless the London Road Toucan Crossing Works have been completed to Completion Certificate Standard.

Highways - Maurepas Way Toucan Crossing Works

Positive Covenants

- 20.37 The Developer shall enter into a Highways Agreement for the Maurepas Way Toucan

Crossing Works prior to commencement of the construction of any Residential Unit.

- 20.38 The Developer shall carry out and complete to Completion Certificate Standard at its own expense the Maurepas Way Toucan Crossing Works prior to Occupation of any Residential Unit comprised within the Site.

Negative Covenants

- 20.39 The Developer shall not commence construction of any Residential Unit unless a Highways Agreement has been entered into for the Maurepas Way Toucan Crossing Works.
- 20.40 The Developer shall not Occupy any Residential Unit comprised within the Site unless the Maurepas Way Toucan Crossing Works have been completed to Completion Certificate Standard.

Highways - Milk Lane Access Works

Positive Covenants

- 20.41 The Developer shall enter into a Highways Agreement for the Milk Lane Access Works prior to submission of a Reserved Matters Application for any part of Phase 2 as identified on the Phased Area Plan.
- 20.42 The Developer shall carry out and complete to Completion Certificate Standard the Milk Lane Access Works prior to Occupation of any Residential Unit on Phase 2.

Negative Covenants

- 20.43 The Developer shall not submit a Reserved Matters Application for Phase 2 or any part thereof unless a Highways Agreement has been entered into for the Milk Lane Access Works.
- 20.44 The Developer shall not Occupy any Residential Unit comprising within Phase 2 unless the Milk Lane Access has been completed to Completion Certificate Standard.

Highways - Southern Access Works

Positive Covenants

- 20.45 The Developer shall enter into a Highways Agreement for the Southern Access Works prior to Occupation of 800 Residential Units comprised within the Site.
- 20.46 The Developer shall carry out and complete to Completion Certificate Standard the Southern Access Works prior to Occupation of 950 Residential Units comprised within the Site.

Negative Covenants

- 20.47 The Developer shall not Occupy more than 800 Residential Units comprised within the Site unless a Highways Agreement has been entered into for the Southern Access Works.
- 20.48 The Developer shall not Occupy more than 950 Residential Units comprised within

the Site unless the Southern Access Works have been completed to Completion Certificate Standard.

Highways - Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works

Positive Covenants

- 20.49 The Developer shall enter into a Highways Agreement for the Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works prior to Occupation of 150 Residential Units comprised within the Site.
- 20.50 The Developer shall carry out and complete to Completion Certificate Standard the Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works prior to Occupation of 250 Residential Units comprised within the Site.

Negative Covenants

- 20.51 The Developer shall not Occupy more than 150 Residential Units comprised within the Site unless a Highways Agreement has been entered into for the Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works.
- 20.52 The Developer shall not Occupy more than 250 Residential Units comprised within the Site unless the Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works have been completed to Completion Certificate Standard.

Highways - On-Site Pedestrian/Cycle Route to Crookhorn School

Positive Covenants

- 20.53 The Developer shall enter into a Highways Agreement as may be agreed with the County Council in respect of the On-Site Pedestrian/Cycle Route to Crookhorn School prior to Occupation of any Residential Unit.
- 20.54 The Developer shall carry out and complete the On-Site Pedestrian/Cycle Route to Crookhorn School to Completion Certificate Standard at its own expense prior to Occupation of 50 Residential Units comprised within the Site.

Negative Covenants

- 20.55 The Developer shall not Occupy any Residential Unit unless a Highways Agreement as may be agreed with the County Council has been entered into in respect of the On-Site Pedestrian/Cycle Route to Crookhorn School.
- 20.56 The Developer shall not Occupy more than 50 Residential Units comprised within the Site unless the On-Site Pedestrian/Cycle Route to Crookhorn School has been completed to Completion Certificate Standard.

Highways - On-Site Principal Highway Infrastructure

Positive Covenants

- 20.57 In respect of any Infrastructure Phase the Developer shall provide the stated public transport infrastructure in accordance with the Public Transport Infrastructure Brief.

- 20.58 The Developer shall enter into a Highway Agreement unless otherwise agreed with the County Council for the Infrastructure Phase 1 prior to Commencement of the Development.
- 20.59 The Developer shall complete to Completion Certificate Standard the Infrastructure Phase 1 prior to Occupation of any Residential Unit comprised within the Site.
- 20.60 The Developer shall enter into a Highway Agreement, unless otherwise agreed with the County Council, for the Permanent Northern School Access in accordance with the provisions of Clause 20.85.
- 20.61 The Developer shall complete to Completion Certificate Standard the Permanent Northern School Access in accordance with Clause 20.86 and IN ANY EVENT prior to the Occupation of 440 Residential Units comprised within the Site.
- 20.62 The Developer shall enter into a Highway Agreement, unless otherwise agreed with the County Council, for the Infrastructure Phase 2 prior to Commencement of any Residential Unit in Phase 2.
- 20.63 The Developer shall complete and open to traffic the Infrastructure Phase 2 prior to Occupation of any Residential Unit in Phase 2.
- 20.64 The Developer shall (without prejudice to the requirement to provide the Permanent Northern School Access) enter into a Highways Agreement, unless otherwise agreed with the County Council, for the Infrastructure Phase 3 prior to Occupation of any Residential Unit in Phase 3.
- 20.65 The Developer shall complete and open to traffic the Infrastructure Phase 3 prior to Occupation of fifty per cent of the Residential Units comprised within Phase 3.
- 20.66 The Developer shall enter into a Highways Agreement, unless otherwise agreed with the County Council, for the Infrastructure Phase 4 prior to Occupation of 860 Residential Units comprised within the Site.
- 20.67 The Developer shall complete and open to traffic the Infrastructure Phase 4 prior to Occupation of 950 Residential Units comprised within the Site or the commencement of Phase 4 whichever is the sooner.
- 20.68 The Developer shall (without prejudice to the requirement to provide the Permanent Northern School Access) enter into a Highways Agreement, unless otherwise agreed with the County Council, for the Infrastructure Phase 6 prior to Commencement of any Residential Unit or Traffic Generation Unit within in Phase 6.
- 20.69 The Developer shall (without prejudice to the requirement to provide the Permanent Northern School Access) enter into a Highways Agreement, unless otherwise agreed with the County Council, for the Infrastructure Phase 7 prior to Commencement of any Traffic Generation Unit within area "E1" or "E2" as identified on the Phased Area Plan.
- 20.70 The Developer shall complete the Southern Primary School Access Route prior to Occupation of 1,110 Residential Units comprised within the Site.
- 20.71 The Developer shall enter into a Highways Agreement, unless otherwise agreed with the County Council, for the Infrastructure Phase 5 prior to Occupation of 1,100

Residential Units comprises within the Site.

- 20.72 The Developer shall complete and open to traffic the Infrastructure Phase 5 prior to Occupation of 1,262 Residential Units comprised within the Site thereby creating a link through the Site between the Southern Access Works the Milk Lane Access Works the Permanent Northern School Access and the Main Access Works to create a route through the Site to the Old Park Farm Site.

Negative Covenants

- 20.73 The Developer shall not permit the Occupation of more than 440 Residential Units comprised within the Site unless and until the Permanent Northern School Access has been completed to Completion Certificate Standard and is open for traffic.
- 20.74 The Developer shall not allow or permit Occupation of any Residential Unit in Phase 2 until such time as the Infrastructure Phase 2 has been completed to Completion Certificate Standard and open for traffic.
- 20.75 The Developer shall not allow or permit Phase 3 to be accessed except via the Main Access until such time as Infrastructure Phases 1, 2, 3, 4 and 5 have been completed and open to traffic.
- 20.76 The Developer shall not allow or permit Phase 5 to be accessed except via the Main Access until such time as Infrastructure Phases 1, 2, 3, 4 and 5 has been completed and is open to traffic.
- 20.77 The Developer shall not Occupy more than 1,110 Residential Units comprised within the Site until such time as the Southern Primary School Access Route has been completed to Completion Certificate Standard and is open for traffic.
- 20.78 The Developer shall not Occupy more than 1,262 Residential Units comprised within the Site until such time as the Infrastructures Phases 1, 2, 3, 4 and 5 has been completed to Completion Certificate Standard and is open to traffic (which for the avoidance of doubt links the Southern Access Works the Milk Lane Access Works the Permanent Northern School Access and the Main Access Works together to create a route through the Site to the Old Park Farm Site).

Highways - Minibus Service to Crookhorn School

Positive Covenants

- 20.79 The Developer shall agree the detail of the Minibus Service to Crookhorn School with the County Council prior to Occupation of any Residential Unit comprised within the Site.
- 20.80 The Developer shall provide at its own expense the Minibus Service to Crookhorn School until such time as the On-Site Pedestrian/Cycle Route to Crookhorn School and the Pedestrian/Cycle Route to Crookhorn School have been completed to Completion Certificate Standard it being agreed by the Parties that at such time the Minibus Service to Crookhorn School will cease and the Developer will have no further liability in respect of this Planning Obligation.

Negative Covenants

- 20.81 The Developer shall not Occupy any Residential Unit comprised within the Site

unless it has agreed the details of the Minibus Service to Crookhorn School with the County Council.

- 20.82 The Developer shall not Occupy any Residential Unit comprised within the Site unless it has provided the Minibus Service to Crookhorn School PROVIDED THAT this obligation shall determine on completion of the On-Site Pedestrian/Cycle Route to Crookhorn School and the Pedestrian/Cycle Route to Crookhorn School to Completion Certificate Standard.

Main Access Toucan Crossing Contribution

Positive Covenant

- 20.83 The Developer shall pay the Main Access Toucan Crossing Contribution Part 1 to the County Council prior to Occupation of any Residential Unit comprised within the Site.
- 20.84 The Developer shall pay the Main Access Toucan Crossing Contribution Part 2 within 20 Working Days of receipt of written demand from the County Council PROVIDED THAT:
- 20.84.1 the County Council shall not issue any written demand for payment of the Main Access Toucan Crossing Contribution Part 2 until a contract has been let by the County Council for the works to construct the toucan crossing to which the contribution relates; and
- 20.84.2 the Developer shall not be obliged to pay the Main Access Toucan Crossing Contribution Part 2 earlier than the date on which the Main Access Toucan Crossing Contribution Part 1 falls due to be paid pursuant to Clause 20.80.

Negative Covenant

- 20.85 The Developer shall not Occupy any Residential Unit comprised within the Site unless it has paid the Main Access Toucan Crossing Contribution Part 1 to the County Council.

Permanent Northern School Access (being necessary to link the Site to the Old Park Farm Site)

Positive Covenants

- 20.86 The Developer shall enter into a Highways Agreement in respect of the Permanent Northern School Access (unless otherwise agreed with the County Council) within twelve months from the contractual date of completion of the freehold transfer of the Northern Primary School Site to the County Council pursuant to Clause 25.14.
- 20.87 The Developer shall construct the Permanent Northern School Access prior to Occupation of 440 Residential Units within the Site.

Negative Covenants

- 20.88 Unless otherwise agreed with the County Council the Developer shall not Occupy any Residential Unit after the expiration of the period of twelve months without having first entered into a Highway Agreement for the Permanent Northern School Access in accordance with Clause 20.83 above.

- 20.89 The Developer shall not Occupy more than 440 Residential Units upon the Site unless and until the Permanent Northern School Access Route has been completed to Completion Certificate Standard and is open for traffic.

21 Residential Travel Plan

Positive Covenants

- 21.1 Prior to Occupation of any Residential Unit comprised within the Site the Developer shall appoint at its own expense a Travel Plan Coordinator to perform the objectives set out in the Residential Travel Plan and shall thereafter retain the Travel Plan Coordinator for the duration of the construction period of the Development or ten years from the first Occupation of any Residential Unit whichever is the later.
- 21.2 The Developer shall pay the Residential Travel Plan Deposit to the County Council prior to Occupation of any Residential Unit within the Site.
- 21.3 The Developer shall pay to the County Council any Further Residential Travel Plan Deposit Instalment(s) pursuant to Clauses 21.6 to 21.10 (inclusive) as a consequence of any demand pursuant to Clause 21.12.
- 21.4 The Developer shall implement the measures within the Residential Travel Plan in accordance with the timetable set out in the Residential Travel Plan and which without prejudice to the detail of the Residential Travel Plan such measures shall include the following set out below as referred to in the Residential Travel Plan:

Travel Plan Measure	Details of Measure
New Residents Welcome Travel Pack	A travel pack will be provided to each new household on Occupation of a dwelling. Travel packs will also be made available for subsequent owner/tenant households of the same dwelling if Occupied within a period of 10 years from First Occupation.
Promotional Marketing Material	Including quarterly newsletters, posters, leaflets.
Personalised Travel Planning Service	The offer of a personalised travel advice service will be made to each new household on Occupation of a dwelling. The service will also be offered to two subsequent owner/tenant households of the same dwelling if Occupied within a period of 10 years from first Occupation.
Community Website	A community website will be set up providing travel plan information and containing links to relevant travel information and websites (e.g. Hantscarshare.com).
Discounted Bus Taster Tickets	The offer of one Solent Travel card (or equivalent) for 2 months will be made to each new household on Occupation of a dwelling. A

Travel Plan Measure	Details of Measure
	ticket will also be offered to two subsequent owner/tenant households of the same dwelling if Occupied within a period of 10 years from first Occupation.
Cycle Discount Vouchers	The offer of one £50 voucher to assist cycle purchase will be made to each new household on Occupation of a dwelling. The offer of a £50 voucher will also be offered to two subsequent owner/tenant households of the same dwelling if Occupied within a period of 10 years from first Occupation.
Car Club	The Travel Plan Co-ordinator will investigate the feasibility of setting up a car club within the MDA Site in conjunction with a club operator or hire company. If deemed feasible in the long term and an appropriate measure for the MDA Site then any necessary set up costs will be funded by the Developers.

Negative Covenants

- 21.5 The Developer shall not Occupy any Residential Unit comprised within the Site unless it has:
- 21.5.1 appointed a Travel Plan Coordinator for the whole Development; and
- 21.5.2 paid to the County Council the Residential Travel Plan Deposit.
- 21.6 The Developer shall not Occupy more than 400 Residential Units unless it has paid to the County Council the Further Residential Travel Plan Deposit Instalment or the County Council has confirmed in writing that the payment of the Further Residential Travel Plan Deposit Instalment is not required pursuant to Clause 21.12.
- 21.7 The Developer shall not Occupy more than 800 Residential Units unless it has paid to the County Council the Further Residential Travel Plan Deposit Instalment or the County Council has confirmed in writing that the payment of the Further Residential Travel Plan Deposit Instalment is not required pursuant to Clause 21.12.
- 21.8 The Developer shall not Occupy more than 1,200 Residential Units unless it has paid to the County Council the Further Residential Travel Plan Deposit Instalment or the County Council has confirmed in writing that the payment of the Further Residential Travel Plan Deposit is not required pursuant to Clause 21.12.
- 21.9 The Developer shall not Occupy more than 1,800 Residential Units unless it has paid to the County Council the Further Residential Travel Plan Deposit or the County Council has confirmed in writing that the payment of the Further Residential Travel Plan Deposit Instalment is not required pursuant to Clause 21.12.

- 21.10 The Developer shall not Occupy any Residential Unit comprised within the Site unless it has implemented and complied with the requirements of the Residential Travel Plan in accordance with the timetable of the Residential Travel Plan.

Operation of Residential Travel Plan Deposit and Further Residential Travel Plan Deposit Instalments

- 21.11 The Residential Travel Plan Deposit shall operate as follows:

21.11.1 the Residential Travel Plan Deposit shall be held by the County Council in an interest bearing account;

21.11.2 it is hereby agreed by the Developer that if within ten years of Occupation of any Residential Unit comprised within the Development the Developer fails to implement and/or comply in any material respect with any of the requirements of the Residential Travel Plan the County Council shall notify the Developer of such failure and afford the Developer a reasonable time period in all the circumstances as determined by the County Council to remedy such failure;

21.11.3 if the Developer does not remedy such failure within such reasonable time period the County Council may:

21.11.3.1 carry out such works or take such other steps as the County Council determines to remedy the failure by the Developer to comply with the requirements of the Residential Travel Plan or to implement the requirements of the Residential Travel Plan (and the County Council is entitled and authorised to enter the Site to carry out such works or take such other steps by its employees or by contractors or otherwise and the right of entry to the Site at all times and for all such purposes is hereby irrevocably granted); and

21.11.3.2 implement such alternative measures which the County Council reasonably determines to achieve the aims of the Residential Travel Plan;

21.11.3.3 the reasonable costs of any works carried out or steps taken shall be payable by the Developer to the County Council on demand and the County Council may in its discretion use the Residential Travel Plan Deposit to meet such costs.

- 21.12 The Developer shall prior to Occupation of 400, 800, 1,200 and 1,800 Residential Units request in writing that the County Council confirms that it is satisfied that the requirements of the Residential Travel Plan to be delivered at first occupation in respect of those Residential Units now occupied has been met and that it is not therefore necessary to pay the relevant the Further Travel Plan Deposit Instalment.

- 21.13 If the County Council at any time uses all or part of the Residential Travel Plan Deposit it shall be entitled to demand the payment by the Developer of one or more Further Travel Plan Deposit Instalment(s) and shall notify the Developer in writing of such demand SAVE that once the County Council has confirmed in writing pursuant to Clause 21.2.4 that a payment is not necessary the Developer shall no longer be liable to pay such instalment in respect of the Residential Units occupied at that trigger.

- 21.14 Upon receipt of any Further Travel Plan Deposit Instalment such sum shall be added to the Residential Travel Plan Deposit and shall thereafter form the Residential Travel Plan Deposit the subject of Clauses 21.11 and the refund provisions at Clause 36.10.

22 Workplace Travel Plan

Positive Covenants

- 22.1 Prior to Occupation of any Traffic Generation Unit comprised within the Site the Developer shall appoint at its own expense a Travel Plan Coordinator to perform the objectives set out in the Workplace Framework Travel Plan and the Developer shall thereafter retain the Travel Plan Coordinator for the duration of the construction period of the Development.
- 22.2 The Developer shall pay the Workplace Travel Plan Deposit to the County Council prior to Occupation of any Traffic Generation Unit comprised within the Site.
- 22.3 The Developer shall pay to the County Council any Further Workplace Travel Plan Instalment(s) as shall be determined by the County Council pursuant to Clause 22.8.
- 22.4 Upon Occupation of any Traffic Generation Unit the Developer shall implement the aims and objectives of the Workplace Framework Travel Plan in respect of the said Traffic Generation Unit and thereafter upon approval of the Workplace Full Travel Plan pursuant to Clause 22.4 below to implement the Workplace Full Travel Plan in respect of the said Traffic Generation Unit.
- 22.5 The Developer shall prepare and obtain the County Council's approval of a Workplace Full Travel Plan for each Traffic Generation Unit no later than 33 months from the date of Occupation of the said Traffic Generation Unit comprised within the Development.

Negative Covenants

- 22.6 The Developer shall not Occupy or permit Occupation of any Traffic Generation Unit comprised within the Site unless and until it has appointed a Travel Plan Coordinator.
- 22.7 The Developer shall not Occupy or permit Occupation of any Traffic Generation Unit comprised within the Site unless it has paid the Workplace Travel Plan Deposit to the County Council.
- 22.8 The Developer shall not following Occupation of the first Traffic Generation Unit Occupy or permit Occupation of any further Traffic Generation Unit comprised within the Site unless it has paid the Further Workplace Travel Plan Deposit Instalment to the County Council or the County Council has confirmed in writing that the payment of the Further Workplace Travel Plan instalment is not required.

Operation of Workplace Travel Plan Deposit

- 22.9 The Workplace Travel Plan Deposit Account shall operate as follows:
- 22.9.1 the Workplace Travel Plan Deposit shall be held by the County Council in an interest bearing account;

22.9.2 it is hereby agreed by the Developer that if within ten years of Occupation of any Traffic Generation Unit comprised within the Development the Developer fails to implement and/or comply in any material respect with any of the requirements of the Workplace Framework Travel Plan or any Workplace Full travel Plan the County Council shall notify the Developer of such failure and afford the Developer a reasonable time period in all the circumstances as determined by the County Council to remedy such failure;

22.9.3 if the Developer does not remedy such failure within such reasonable time period the County Council may:

22.9.3.1 carry out such works or take such other steps as the County Council determines to remedy the failure by the Developer to comply with the requirements of the Workplace Framework Travel Plan or any Workplace Full Travel Plan or to implement the requirements of the Workplace Travel Plan (and the County Council is entitled and authorised to enter the Site to carry out such works or take such other steps by its employees or by contractors or otherwise and the right of entry to the Site at all times and for all such purposes is hereby irrevocably granted); and

22.9.3.2 implement such alternative measures which the County Council reasonably determines to achieve the aims of the Workplace Framework Travel Plan or any Workplace Full Travel Plan;

22.9.3.3 the reasonable costs of any works carried out or steps taken shall be payable by the Developer to the County Council on demand and the County Council may in its discretion use the Workplace Travel Plan Deposit to meet such costs.

Costs of Monitoring of Residential Travel Plan Workplace Framework Travel Plan and any Workplace Full Travel Plans

22.10 The Developer shall pay to the County Council prior to Commencement of the Development the sum of Three Thousand Eight Hundred and Seventy Five Pounds (£3,875) (Indexed) in respect of the costs to the County Council of approval of the Residential Travel Plan and the Workplace Framework Travel Plan.

22.11 The Developer shall pay to the County Council prior to Commencement of the Development the sum of Twenty Three Thousand Two Hundred and Fifty Pounds (£23,250) (Indexed) in respect of the costs to the County Council in monitoring the Residential Travel Plan and the Workplace Framework Travel Plan.

22.12 The Developer shall pay to the County Council upon the submission of any Workplace Full Travel Plan such reasonable costs as the County Council shall determine are required pursuant to its published guidance for workplace travel plans current at the time for approving the submitted Workplace Full Travel Plan.

23 Access to the Countryside

Multi-Use Greenway

Positive Covenants

- 23.1 The Developer shall enter into a Highways Agreement in respect of the Multi-Use Greenway prior to Occupation of 250 Residential Units comprised within the Site.
- 23.2 The Developer shall carry out and complete to Completion Certificate Standard at its own expense the Multi-Use Greenway prior to Occupation of 500 Residential Units comprised within the Site or on completion of the construction of the north-south sewage outfall pipe (pump sewer) whichever is the sooner.

Negative Covenants

- 23.3 The Developer shall not Occupy any Residential Unit unless a Highways Agreement has been entered into in respect of the Multi-Use Greenway.
- 23.4 The Developer shall not Occupy more than 500 Residential Units comprised within the Site unless the Multi-Use Greenway has been completed to Completion Certificate Standard.

Off-Site Green Links Contribution

Positive Covenant

- 23.5 The Developer shall pay the Off-Site Green Links Contribution (Indexed) to the County Council prior to Occupation of 500 Residential Units comprised within the Site.

Negative Covenant

- 23.6 The Developer shall not Occupy more than 500 Residential Units comprised within the Site unless the Off-Site Green Links Contribution has been paid to the County Council.

Maurepas Way Integration Contribution

Positive Covenant

- 23.7 The Developer shall pay the Maurepas Way Integration Contribution (Indexed) to the County Council in the following instalments:
- 23.7.1 Ten Thousand Pounds (£10,000) (Indexed) prior to Occupation of any Residential Unit comprised within the Site; and
- 23.7.2 One Million One Hundred and Ninety Thousand Pounds (£1,190,000) (Indexed) prior to Occupation of 1,550 Residential Units comprised within the Site.
- 23.8 The Developer shall work with the County Council at the appropriate time to identify an appropriate and deliverable solution to improve traffic flow on Maurepas Way.

Negative Covenant

- 23.9 The Developer shall not Occupy any Residential Units comprised within the Site unless the first instalment of the Maurepas Way Integration Contribution has been paid to the County Council in accordance with Clause 23.7.1.
- 23.10 The Developer shall not Occupy any Residential Units comprised within the Site unless the second instalment of the Maurepas Way Integration Contribution has been paid to the County Council in accordance with Clause 23.7.2.

24 Construction Site Management

Construction Route Traffic Management Plan

Positive Covenants

- 24.1 Prior to Commencement of the Development the Developer shall submit to the County Council for its approval a Construction Route Traffic Management Plan and to include provisions as to how the said plan shall be monitored and reviewed.
- 24.2 The Developer will exercise its control of the Site in accordance with the approved Construction Route Traffic Management Plan and will erect notice boards and/or signs at all entrances and exits to the Site containing details of the routes that all construction traffic entering or leaving the Site should adhere to.
- 24.3 The Developer in any contract it enters into with any contractor to transport material onto and/or from the Site in connection with the Development shall insert a provision which shall be binding on any such contractor that such contractor's Construction Traffic Vehicles shall enter and leave the Site in accordance with the Construction Route Traffic Management Plan and that in the event that any contractor breaches this requirement the Developer shall immediately upon becoming aware of such breach issue a written warning to the contractor concerned and enforce the contractual obligation to adhere to the Construction Route Traffic Management Plan.

Negative Covenants

- 24.4 The Developer shall not Commence the Development unless and until the Construction Route Management Plan has been submitted to the County Council and such Construction Route Traffic Management Plan and provisions in respect of how it shall be monitored and reviewed have been agreed.
- 24.5 The Developer shall not knowingly cause or permit any Construction Traffic Vehicle to enter or egress the Site in connection with the Development unless such Construction Traffic Vehicle has entered or exited the Site in accordance with the requirements of the Construction Route Traffic Management Plan.

25 Education and Children's Services

Education and Children's Services Contribution

Positive Covenants

- 25.1 The Developer shall pay the Education and Children's Services Contribution to the County Council in the following instalments:
- 25.1.1 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) prior to Occupation of 10 Residential Unit comprised within the Site;
 - 25.1.2 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) 28 Working Days following receipt from the County Council of the Northern Primary School Commencement Notice pursuant to Clause 36.13;
 - 25.1.3 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) nine months from the date of Northern Primary School Commencement Notice;
 - 25.1.4 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) eighteen months from the date of Northern Primary School Commencement Notice;
 - 25.1.5 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) prior to Occupation of 1,110 Residential Units or upon the transfer of the Southern Primary School on the Site to the County Council whichever is the earlier;
 - 25.1.6 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) 28 Working Days following receipt from the County Council of a Southern Primary School Commencement Notice pursuant to Clause 36.14;
 - 25.1.7 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) nine months from the date of the Southern Primary School Commencement Notice; and
 - 25.1.8 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) eighteen months from the date of the Southern Primary School Commencement Notice.

Negative Covenants

- 25.2 The Developer shall not Occupy more than 10 Residential Units comprised within the Site unless the first instalment of the Education and Children's Services Contribution has been paid to the County Council in accordance with Clause 25.1.1.
- 25.3 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of 28 Working Days following receipt from the County Council of the Northern Primary School Commencement Notice unless the second instalment of the Education and Children's Services Contribution has been paid to

the County Council in accordance with Clause 25.1.2.

- 25.4 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of nine months from the date of the Northern Primary School Commencement Notice unless the third instalment of the Education and Children's Services Contribution has been paid to the County Council in accordance with Clause 25.1.3.
- 25.5 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of eighteen months from the date of the Northern Primary School Commencement Notice unless the fourth instalment of the Education and Children's Services Contribution has been paid to the County Council in accordance with Clause 25.1.4.
- 25.6 The Developer shall not Occupy more than 1,110 Residential Units comprised within the Site unless the fifth instalment of the Education and Children's Services Contribution has been paid to the County Council in accordance with Clause 25.1.5.
- 25.7 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of 28 Working Days following receipt from the County Council of the Southern Primary School Commencement Notice unless the sixth instalment of the Education and Children's Services Contribution has been paid to the County Council in accordance with Clause 25.1.6.
- 25.8 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of nine months from the date of the Southern Primary School Commencement Notice unless the seventh instalment of the Education and Children's Services Contribution has been paid to the County Council in accordance with Clause 25.1.7.
- 25.9 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of eighteen months from the date of the Southern Primary School Commencement Notice unless the eighth instalment of the Education and Children's Services Contribution has been paid to the County Council in accordance with Clause 25.1.8.

Northern Primary School Site - Site Information

Positive Covenants

- 25.10 Prior to Commencement of the Development, the Developer shall:
 - 25.10.1 provide to the County Council copies of all environmental contamination ecological archaeological geotechnical and other surveys undertaken by or on behalf of the Developer in respect of the Northern Primary School Site and the Northern Primary School Extension Land together with details of the implications of such surveys and the Developer's proposals for dealing with them;
 - 25.10.2 provide to the County Council details of the overall design of the proposed infrastructure relating to the Northern Primary School Site and the Northern Primary School Extension Land and all parts of the Site immediately adjacent to (or impacting upon the design of) the Northern Primary School Site including but not limited to highways (carriageways road alignment levels footways and lighting etc) drainage (levels capacity

connections invert levels flood/storm water strategy) and mains supplies (gas water electricity communications);

- 25.10.3 permit (upon receipt of not less than 5 Working Days written notice) the County Council and its contractors consultants servants and agents access to the Northern Primary School Site and the Northern Primary School Extension Land for the purpose of undertaking surveys site investigations and soil tests; and
- 25.11 notify the County Council prior to any negotiations with telecommunication and data communications providers on the Site which may serve the Northern Primary School Site and the Northern Primary School Extension Land.

Negative Covenants

- 25.12 The Developer shall not Commence the Development nor cause or permit Commencement of the Development unless it has:
 - 25.12.1 provided to the County Council copies of all environmental contamination ecological archaeological geotechnical and other surveys undertaken by anyone by or on behalf of the Developer in respect of the Northern Primary School Site and the Northern Primary School Extension Land together with details of the implications of such surveys and the Developer's proposals for dealing with them have provided to the County Council;
 - 25.12.2 provided to the County Council details of the overall design of the proposed infrastructure relating to the Northern Primary School Site and the Northern Primary School Extension Land and all parts of the Site immediately adjacent to (or impacting upon the design of) the Northern Primary School Site including but not limited to highways (carriageways road alignment levels footways and lighting etc) drainage (levels capacity connections invert levels flood/storm water strategy) and mains supplies (gas water electricity communications) have been provided to the County Council; and
 - 25.12.3 granted (upon receipt of not less than 5 Working Days written notice) the County Council and its contractors consultants servants and agents access to the Northern Primary School Site and the Northern Primary School Extension Land for the purpose of undertaking surveys site investigations and soil tests.

Northern Primary School Site - Site Transfer

Positive Covenants

- 25.13 Prior to the transfer of the Northern Primary School Site to the County Council the Developer shall fence the boundaries of the Northern Primary School Site at its own expense to a specification approved by and to the reasonable satisfaction of the County Council.
- 25.14 Prior to Occupation of any Residential Unit comprised within the Site the Developer shall:
 - 25.14.1 transfer the freehold of the Northern Primary School Site to the County Council or its nominee having complied with the obligations set out in this

Clause 25.13 and Clause 38 and substantially in the form set out in Schedule 1 together with the right to use the Northern Primary School Haul Route and the right to use the Temporary Services and subject to a restrictive covenant by the County Council not to use or permit the use of the Northern Primary School Site save as a Primary School and ancillary facilities;

- 25.14.2 complete construction of the Northern Primary School Haul Route and the Temporary Services to serve the Northern Primary School Site;
- 25.14.3 procure that the Northern Primary School Site is a cleared site free from any features in on or over the Northern Primary School Site which would prevent or restrict its development or use as a Primary School to the reasonable satisfaction of the County Council;
- 25.14.4 implement and complete the mitigation measures and recommendations detailed in the Environmental Statement in respect of the Northern Primary School Site the Northern Primary School Extension Land and any parts of the Site immediately adjacent to (or otherwise impacting on the design of) the Northern Primary School Site reasonably required by the County Council to the reasonable satisfaction of the County Council; and
- 25.14.5 implement and complete any environmental contamination remediation scheme reasonably required by the County Council (as a consequence of any independent environmental site assessments instructed by the County Council) in respect of the Northern Primary School Site the Northern Primary School Extension Land and any parts of the Site immediately adjacent to the Northern Primary School Site reasonably required by the County Council to the reasonable satisfaction of the County Council.

Negative Covenants

- 25.15 The Developer shall not Occupy any Residential Unit until:
 - 25.15.1 the freehold of the Northern Primary School Site has been transferred to the County Council (or its nominee) having complied with the obligations set out in Clause 25.14 and Clause 38 and substantially in the form set out in Schedule 1 and the right to use the Northern Primary School Haul Route and Temporary Services has been granted to the reasonable satisfaction of the County Council and subject to a restrictive covenant by the County Council not to use or permit the use of the Northern Primary School Site save as a Primary School and ancillary facilities;
 - 25.15.2 the Northern Primary School Haul Route and Temporary Services have been constructed and are available for use;
 - 25.15.3 the Northern Primary School Site has been rendered a cleared site free from features which in the reasonable opinion of the County Council would prevent or restrict its development or use as a Primary School to the reasonable satisfaction of the County Council;
 - 25.15.4 the mitigation measures and recommendations detailed in the Environmental Statement in respect of the Northern Primary School Site the Northern Primary School Extension Land and any parts of the Site immediately adjacent to (or otherwise impacting on the design of) the

Northern Primary School Site reasonably required by the County Council have been implemented and completed in accordance with the requirements of the County Council and to the reasonable satisfaction of the County Council; and

- 25.15.5 any remediation scheme required and approved in respect of the Northern Primary School Site the Northern Primary School Extension Land and any parts of the Site immediately adjacent to the Northern Primary School Site reasonably required by the County Council in accordance with Clause 25.14.5 has been implemented and completed to the reasonable satisfaction of the County Council.

Northern Primary School - Delivery of Serviced Site

Positive Covenants

- 25.16 The Developer shall procure that the Northern Primary School Site is Serviced Land to the reasonable satisfaction of the County Council prior to expiration of the period of nine months from either:
- 25.16.1 the contractual date of completion of the freehold transfer of the Northern Primary School Site to the County Council; or
- 25.16.2 the date of the Northern School Commencement Notice
- whichever is the earlier.
- 25.17 The Developer shall maintain or procure the maintenance of the Services serving the Northern Primary School Site at its own expense and where necessary renew and replace them to the reasonable satisfaction of the County Council unless and until such time as the Services shall become adopted and maintained at public expense.
- 25.18 The Developer shall provide the Permanent Northern School Access to Completion Certificate Standard in accordance with the provisions of Clauses 20.86 and 20.90 and shall maintain or procure the maintenance of the Permanent Northern School Access serving the Northern Primary School at its own expense and where necessary renew and replace them to the reasonable satisfaction of the County Council unless and until such time as the Permanent Northern School Access becomes adopted and maintainable at public expense.

Agreement and declaration in respect of the Northern Primary School Site

- 25.19 The County Council and the Developer agree the following provisions in respect of the Northern Primary School Site:
- 25.19.1 the Northern Primary School Site to be transferred to the County Council is to comprise not less than 2 ha and is to be of sufficient size to accommodate the construction on it of a two form entry primary school; and
- 25.19.2 the County Council agrees to consult with the Developer in connection with the design and layout for the construction of the proposed new Primary

School to be submitted with its Regulation 3 Application.

- 25.20 The County Council the Developer and the Mortgagee hereby agree and declare that nothing within this Deed shall preclude the County Council from entering into a lease with a third party of the Northern Primary School Site provided such lease contains a covenant not to use or permit the use of the Northern Primary School Site save as a Primary School and ancillary facilities.

Northern Primary School Extension Land

- 25.21 The Developer agrees that the Northern Primary School Extension Land shall be kept free from encumbrances and development from the date hereof until the earlier of:

25.21.1 the date on which the Southern Primary School has been opened as a Primary School; or

25.21.2 the date on which the County Council confirms in writing that it no longer requires use of the Northern Primary School Extension Land

PROVIDED THAT nothing in this Clause shall prevent the Developer granting to the County Council the lease or licence contemplated in Clause 25.21.

- 25.22 In the event the County Council notifies the Developer in writing that it requires the use of the Northern Primary School Extension Land for temporary facilities associated with the Northern Primary School the Developer shall grant to the County Council a right of occupation (whether by lease or a licence) of the Northern Primary School Extension Land on such terms as the Developer and the County Council shall agree acting reasonably (including a provision that any lease should be contracted out of any security of tenure and an obligation on the County Council to, unless otherwise agreed with the Developer in writing, reinstate the Northern Primary School Extension Land to a condition substantially the same as when it took possession of the Northern Primary School Extension Land upon expiration of the term of the lease or licence) to permit such temporary facilities to be retained until the earlier of:

25.22.1 the date being twelve months after the date on which the Southern Primary School has been opened; or

25.22.2 the date on which the County Council confirms in writing that it no longer requires use of the Northern Primary School Extension Land; or

25.22.3 the expiration of a 15 year period from the date hereof; or

25.22.4 completion of the final Dwelling to be constructed as part of the Development.

- 25.23 Following receipt of a notice pursuant to Clause 25.21 the Developer shall procure that the Northern Primary School Extension Land is a cleared site free from any features in on or over the Northern Primary School Extension Land which would prevent or restrict its use for temporary facilities associated with the Northern Primary School to the reasonable satisfaction of the County Council.

- 25.24 In the event that prior to the opening of the Southern Primary School the County Council notifies the Developer in writing that it requires the Northern Primary

School Extension Land to permanently extend the Northern Primary School the Developer shall grant to the County Council an option to acquire the freehold of the Northern Primary School Extension Land such option to be on terms as the Developer and the County Council shall acting reasonably (but the freehold transfer pursuant to such option shall contain a restrictive covenant by the County Council to use the Northern Primary School Extension Land only in connection with the Northern Primary School) agree provided that in the event that:

25.24.1 in the event that the County Council has served a Release Notice before Occupation of 1,000 Residential Units then the consideration payable for the Northern Primary School Extension Land pursuant to the option shall be nil consideration; or

25.24.2 in the event that the County Council has not served a Release Notice before Occupation of 1,000 Residential Units then the consideration payable for the Northern Primary School Extension Land pursuant to the option shall be at open market value calculated in accordance with RICS Valuation Standards.

Southern Primary School Site - Site Information

Positive Covenants

25.25 Prior to Occupation of 1,110 Residential Units on the Site, the Developer shall:

25.25.1 provide to the County Council copies of all environmental contamination ecological archaeological geotechnical and other surveys undertaken by or on behalf of the Developer in respect of the Southern Primary School Site together with details of the implications of such surveys and the Developer's proposals for dealing with them;

25.25.2 provide to the County Council details of the overall design of the proposed infrastructure relating to the Southern Primary School Site including but not limited to highways (carriageways road alignment levels footways and lighting etc) drainage (levels capacity connections invert levels flood/storm water strategy) and mains supplies (gas water electricity communications);

25.25.3 permit (upon receipt of not less than 5 Working Days written notice) the County Council and its contractors consultants servants and agents access to the Southern Primary School Site for the purpose of undertaking surveys site investigations and soil tests; and

25.25.4 agree the exact location of the Southern Primary School Site the Southern Primary School Access Routes and Services locations.

25.26 The Developer shall notify the County Council prior to any negotiations with telecommunication and data communications providers on the Site which may serve the Southern Primary School Site.

Negative Covenants

25.27 The Developer shall not Occupy more than 1,110 Residential Units on the Site unless:

25.27.1 copies of all environmental contamination ecological archaeological

geotechnical and other surveys undertaken by anyone by or on behalf of the Developer in respect of the Southern Primary School Site together with details of the implications of such surveys and the Developer's proposals for dealing with them have provided to the County Council;

25.27.2 details of the overall design of the proposed infrastructure relating to the Southern Primary School Site including but not limited to highways (carriageways road alignment levels footways and lighting etc) drainage (levels capacity connections invert levels flood/storm water strategy) and mains supplies (gas water electricity communications) have been provided to the County Council;

25.27.3 (upon receipt of not less than 5 Working Days written notice) the County Council and its contractors consultants servants and agents have been permitted access to the Southern Primary School Site for the purpose of undertaking surveys site investigations and soil tests; and

25.27.4 the exact location of the Southern Primary School Site and the Southern Primary School Access Routes and the Southern Primary School Haul Route have been agreed with the County Council.

Southern Primary School Site - Site Transfer

Positive Covenants

25.28 Prior to transfer of the Southern Primary School Site to the County Council the Developer shall fence the boundaries of the Southern Primary School Site at its own expense to a specification approved by and to the reasonable satisfaction of the County Council.

25.29 Prior to Occupation of 1,110 Residential Units comprised within the Site the Developer shall:

25.29.1 transfer the freehold of the Southern Primary School Site to the County Council (or its nominee) having complied with the obligations set out in this Clause 25.27 and Clause 38 and substantially in the form set out in Schedule 1 and:

25.29.1.1 together with the right to use the Southern Primary School Haul Route;

25.29.1.2 the right to use the Temporary Services;

25.29.1.3 subject to a restrictive covenant by the County Council (or its nominee) not to use or permit the use of Southern Primary School Site save as a Primary School and ancillary facilities; and

25.29.1.4 a covenant that if the County Council (or its nominee):

(a) does not Commence construction of the Southern Primary School prior to Occupation of 2,000 Residential Units comprised within the Site or within ten years from the date of transfer of the Southern Primary School Site (which ever if the later); or

- (b) confirms in writing to the Developer that it does not intend to construct the Southern Primary School

then the Southern Primary School Site shall be transferred back to the Developer for £1;

- 25.29.2 complete construction of the Southern Primary School Haul Route pursuant to Clause 20.68 and the Temporary Services to serve the Southern Primary School Site;
- 25.29.3 procure that the Southern Primary School Site is a cleared site free from any features in on or over the Southern Primary School Site which would prevent or restrict its development or use as a Primary School to the reasonable satisfaction of the County Council;
- 25.29.4 implement and complete a programme of archaeological work in accordance with the brief and specification for a scheme of investigation and mitigation approved by the County Council in respect of the Southern Primary School Site to the reasonable satisfaction of the County Council;
- 25.29.5 implement and complete the mitigation measures and recommendations detailed in the Environmental Statement in respect of the Southern Primary School Site and any parts of the Site immediately adjacent to (or otherwise impacting on the design of) the Southern Primary School Site reasonably required by the County Council to the reasonable satisfaction of the County Council; and
- 25.29.6 implement and complete any environmental contamination remediation scheme reasonably required by the County Council (as a consequence of any independent environmental site assessments instructed by the County Council) in respect of the Southern Primary School Site and any parts of the Site immediately adjacent to the Southern Primary School Site reasonably required by the County Council to the reasonable satisfaction of the County Council.

Negative Covenants

- 25.30 The Developer shall not Occupy more than 1,110 Residential Units on the Site until:
- 25.30.1 the freehold of the Southern Primary School Site has been transferred to the County Council (or its nominee) having complied with the obligations set out in this Clause 25.24 and Clause 38 and substantially in the form set out in Schedule 1 and on the terms set out in Clause 25.28.1 above;
- 25.30.2 the Southern Primary School Haul Route and Temporary Services have been constructed and are available for use;
- 25.30.3 the Southern Primary School Site has been rendered a cleared site free from features which in the reasonable opinion of the County Council would prevent or restrict its development or use as a Primary School to the reasonable satisfaction of the County Council including the closure or diversion of the public footway which crosses the Southern Primary School Site;
- 25.30.4 a programme of archaeological work in accordance with a brief and

specification for a scheme of investigation and mitigation of the Southern Primary School Site approved by the County Council has been implemented and completed to the reasonable satisfaction of the County Council;

25.30.5 the mitigation measures and recommendations detailed in the Environmental Statement in respect of the Southern Primary School Site and any parts of the Site immediately adjacent to (or otherwise impacting on the design of) the Southern Primary School Site reasonably required by the County Council have been implemented and completed in accordance with the requirements of the County Council and to the reasonable satisfaction of the County Council.

Positive Covenants

25.31 The Developer shall procure that the Southern Primary School Site is Serviced Land to the reasonable satisfaction of the County Council prior to expiration of the period of nine months from either:

25.31.1 the contractual date of completion of the freehold transfer of the Southern Primary School Site to the County Council; or

25.31.2 the date of the Southern School Commencement Notice

whichever is the earlier.

25.32 The Developer shall following provision of the Services serving the Southern Primary School Site maintain or procure the maintenance of the same at its own expense and where necessary renew and replace them to the reasonable satisfaction of the County Council unless and until such time as such Services shall become adopted and maintained at public expense.

25.33 The Developer shall provide the Southern Primary School Access Route pursuant to Clause 20.68 to Completion Certificate Standard prior to the expiration of nine months from the earlier of either:

25.33.1 the contractual date of completion of the freehold transfer of the Southern Primary School Site to the County Council; or

25.33.2 the date of the Southern School Commencement Notice.

25.34 The Developer shall following provision of the Southern Primary School Access Route maintain or procure the maintenance of the same at its own expense and where necessary renew and replace them to the reasonable satisfaction of the County Council unless and until such time as the Southern Primary School Access Route becomes adopted and maintainable at the public expense.

25.35 The Developer shall not Occupy more than 50% of the Residential Units within Phase 13 unless and until the Southern Primary School Access Route has been completed to Completion Certificate Standard.

Agreement and declaration in respect of the Southern Primary School Site

25.36 The County Council and the Developer agree the following provisions in respect of the Southern Primary School Site:

- 25.36.1 the Southern Primary School Site to be transferred to the County Council is to comprise not less than 2 ha and is to be of sufficient size to accommodate the construction on it of a two form entry primary school; and
- 25.36.2 the County Council agrees to consult with the Developer in connection with the design and layout for the construction of the proposed new Primary School to be submitted with its Regulation 3 Application.
- 25.37 The Developer shall use its reasonable endeavours to obtain an order for the diversion or closure of the ‘Public Footpath 29 Southwick to Widley’ which crosses through the Southern Primary School Site so that it no longer crosses the Southern Primary School Site prior to the Occupation of 800 Residential Units comprised within the Site.
- 25.38 If an order for the diversion or closure of the ‘Public Footpath 29 Southwick to Widley’ pursuant to Clause 25.36 is not obtainable then no more than 250 further Residential Units shall be Occupied unless and until the Developer has agreed with the County Council an alternative location for the Southern Primary School Site (“the Alternative Southern Primary School Site”) and the positive obligations set out at clauses 25.24, 25.27 and 25.28 shall remain in force and shall apply to the Alternative Southern Primary School Site and upon the grant of any further planning permission for the development of the Site with a different layout and providing for an alternative site for the provision of the Southern Primary School Site the negative covenants set out in clause 25.29 and 25.24 shall remain in force and shall apply to the Alternative Southern Primary School Site.
- 25.39 The County Council and the Developer hereby agree and declare that nothing within this Deed shall preclude the County Council from entering into a lease with a third party of the Southern Primary School Site provided such lease contains a covenant the not to use or permit the use of the Southern Primary School Site save as a Primary School and ancillary facilities.

Release of the Southern Primary School Site

- 25.40 The Developer shall upon request assist the County Council in determining whether the County Council wishes to serve a Release Notice and the County Council may at its sole discretion consider the most suitable method of providing pupil places for those pupils generated by the Development who would have otherwise be accommodated at the Southern Primary School and if requested to do so the Developer shall agree with the County Council the following: (a) the precise number of pupil places required having regard for the actual and anticipated number of pupils being generated by the Development (“**the Pupil Places Number**”) and (b) the cost (having regard to the actual cost of providing each pupil place at the Northern Primary School) towards the provision of each pupil place (“**the Pupil Place Cost**”) AND thereafter the Pupil Place Cost shall be multiplied by Pupil Place Number to produce the release education contribution provided that such contribution shall at all times be subject to a maximum cap of Five Million Nine Hundred and Seventy Three Thousand Seven Hundred and Ten Pounds (£5,973,710) (“**the Release Education Contribution**”).
- 25.41 In the event that prior to Occupation of 1,000 Residential Units comprised within the Site the County Council serves on the Developer the Release Notice then the provisions of Clauses 25.42 and 25.43 shall apply in any event and the Release Notice shall further specify whether Clause 25.44 or Clause 25.45 shall apply.

- 25.42 The Developer will be released from its obligations relating to the Southern Primary School Site in Clauses 25.24 to 25.39.
- 25.43 The Developer shall be released from the obligations relating to the Education and Children's Services Contribution in Clauses 25.1.5 to 25.1.8 and 25.6 to 25.9.
- 25.44 If when serving the Release Notice the County Council specifies that it intends ONLY to extend the Northern Primary School to accommodate the pupils generated by the Site and that the provisions of this Clause 25.44 together with Clauses 25.46 to 23.49 shall apply the Developer shall pay to the County Council the following instalments of the Education and Children's Services Contribution at the following times:
- 25.44.1 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) on the first anniversary of the date of the Release Notice towards the actual cost of constructing an extension to the Northern Primary School;
- 25.44.2 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) on the second anniversary of the Release Notice towards the actual cost of constructing an extension to the Northern Primary School;
- 25.44.3 One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) on the third anniversary of the Release Notice towards the actual cost of constructing an extension to the Northern Primary School; and
- 25.44.4 SUBJECT TO the County Council confirming to the Developer the actual cost of construction of the extension of the Northern Primary School the balance of the actual cost of constructing an extension to the Northern Primary School on the Northern Primary School Extension Land having regard to the payments made in Clauses 25.44.1 25.44.2 and 25.44.3 which shall be deducted from the actual cost of construction to provide the balance payable pursuant to the sub-Clause subject to a maximum cap of One Million Four Hundred and Ninety Three Thousand Four Hundred and Twenty Seven Pounds and Fifty Pence (£1,493,427.50) (Indexed) on the fourth anniversary of the Release Notice.
- 25.45 If following the determination of the Pupil Place Cost and the Pupil Places Number pursuant to Clause 25.40 the County Council determines that it is necessary to either (a) extend the Northern Primary School AND to provide additional facilities off-site in the vicinity of the Site or (b) not to extend the Northern Primary School Site but to only to provide additional school places off-site in the vicinity of the Site then the County Council shall specify in the Release Notice that the provisions of this Clause 25.45 together with Clauses 25.46 to 25.50 shall apply and the Developer shall pay to the County Council the following instalments of the Release Education Contribution at the following times:
- 25.45.1 One quarter of the Release Education Contribution (Indexed) on the first anniversary of the date of the Release Notice towards provision of pupil places as set out in the Release Notice;
- 25.45.2 One quarter of the Release Education Contribution (Indexed) on the second anniversary of the Release Notice towards the provision of pupil places as

set out in the Release Notice;

- 25.45.3 One quarter of the Release Education Contribution (Indexed) on the third anniversary of the Release Notice towards the provision of pupil places as set out in the Release Notice;
- 25.45.4 One quarter of the Release Education Contribution (Indexed) on the fourth anniversary of the Release Notice towards the provision of pupil places as set out in the Release Notice
- 25.46 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of 12 months from the date of the Release Notice from the County Council of the Release Notice unless the payment in Clause 25.44.1 or 25.46.1 as applicable has been paid to the County Council.
- 25.47 The Developer shall not Occupy any further Residential Units comprised within the Site following the expiry of 24 months from the date of the Release Notice from the County Council of the Release Notice unless the payment in Clause 25.44.2 or 25.46.2 as applicable has been paid to the County Council.
- 25.48 The Developer shall not any further Residential Units comprised within the Site following the expiry of 36 months from the date of the Release Notice from the County Council of the Release Notice unless the payment in Clause 25.44.3 or 25.46.3 as applicable has been paid to the County Council.
- 25.49 The Developer shall not any further Residential Units comprised within the Site following the expiry of 48 months from the date of the Release Notice from the County Council of the Release Notice unless the payment in Clause 25.44.4 or 25.46.4 has been paid to the County Council.
- 25.50 If applicable the Release Education Contribution shall be indexed in accordance with the provisions of Clause 30 from the date of the Release Notice.

26 Household Waste

Household Waste Recycling Centre Contribution

Positive Covenant

- 26.1 The Developer shall pay the Household Waste Recycling Centre Contribution (Indexed) to the County Council prior to Occupation of 500 Residential Units comprised within the Site.

Negative Covenant

- 26.2 The Developer shall not Occupy more than 500 Residential Units comprised within the Site unless the Household Waste Recycling Centre Contribution (Indexed) has been paid to the County Council.

27 Commencement Notice

- 27.1 The Developer covenants with the County Council Havant and Winchester not to Commence the Development or cause or permit Commencement of the Development until a written notice has been served by the Developer upon respectively the County Council Winchester and Havant confirming the date on

which Commencement is proposed.

28 Monitoring

Monitoring Officer

- 28.1 The Developer covenants not to Commence the Development until such time as it has appointed a Monitoring Officer employed by the Developer to provide written information to each of the County Council Winchester and Havant including without prejudice to the generality of the actual numbers of Residential Units and Traffic Generation Units commenced constructed sold and Occupied the exact quantum and floor space of commercial development and information regarding all Trigger Points relevant anniversaries and payment dates under this Deed relating to Development of the Site on a regular basis at not less than three monthly intervals and to immediately notify each of the County Council Winchester and Havant of any Trigger Points which have been achieved or overstepped and the breakdown of Residential Units and Traffic Generation Units which shall have been commenced constructed sold and Occupied.

Notification of Trigger Points

- 28.2 Once a Trigger Point or threshold for the performance of any covenant restriction or obligation under this Deed shall have been reached the Developer covenants to notify the Relevant Authority and/or the County Council as appropriate of the reaching of such Trigger Point has arisen then PROVIDED THAT a Continuing Breach Notice has been served pursuant to clause 4.10. no further Residential Unit or Traffic Generation Unit (as the case may be) shall be Commenced constructed sold or Occupied (as applicable) until the covenant restriction or obligation shall have been performed and/or satisfied unless otherwise agreed by the County Council or Relevant Authority.

Notification of Plot Sale Notice

- 28.3 The Developer following Commencement shall procure that the Monitoring Officer provides to Winchester and Havant and the County Council a Notification of Plot Sales Notice in the form set out in Schedule 2 in accordance with the provisions of Clause 39 showing the completion of sales of Residential Units to individual residential occupiers in the previous three calendar months and in respect of any month when no such sales have taken place a “nil return” Notification of Plot Sales Notice shall be provided.

Implementation Funding

- 28.4 The Developer covenants to pay to Winchester the Implementation Funding in five phases:

28.4.1 Thirty Five Thousand Pounds (£35,000) (Indexed) on the date of this Deed;

28.4.2 Thirty Five Thousand Pounds (£35,000) (Indexed) on the first anniversary of the date of this Deed; and

28.4.3 Thirty Five Thousand Pounds (£35,000) (Indexed) on the second anniversary of the date of this Deed;

28.4.4 Thirty Five Thousand Pounds (£35,000) (Indexed) on the third anniversary of

the date of this Deed

28.4.5 Thirty Five Thousand Pounds (£35,000) (Indexed) on the fourth anniversary of the date of this Deed.

29 Site-Wide Liability

- 29.1 Where this Deed expresses a threshold after which a restriction on the Development is imposed unless a specified pre-requisite is complied with and that threshold is expressed in terms of numbers of Traffic Generation Units or Residential Units Commenced constructed or Occupied across or comprised within the Development then such threshold shall be deemed breached (subject to clause 4) if the aggregate number of Traffic Generation Units and/or Residential Units as the case may be across the Site as a whole have been Commenced constructed or Occupied (as appropriate) without such compliance.

30 Indexation and Late Payment

- 30.1 All Contributions and other payments payable pursuant to the Sub-clauses specified in column 2 of the following table shall be increased by the percentage (if any) by which the relevant Index specified in column 3 of the said table shall have increased between the base date specified in column 4 of the said table and the date of payment of each of the Contributions or payment and where any Contribution or other payment is payable by way of instalments then indexation shall be applicable to each and every such instalment and it is hereby agreed and declared that the Developer may at any time before any Trigger Point pay any Contribution or other payment referred to in this Deed in full provided that such payment is Indexed in accordance with this Sub-clause:

Contribution	Sub-clause	Index	Base Date
Air Quality Contribution	18.1	Index B	21 March 2011
Alternative Cemetery Contribution	11.14	Index A	21 March 2011
Arts Contribution	16.1	Index B	21 March 2011
Artificial Turf Pitch Contribution	9.103	Index A	21 March 2011
Brambles South Link Alternative Contribution	9.111	Index A	21 March 2011
Bus Services Contribution	20.1	Index B	21 March 2011
Children's Play Equipment Sum	9.71	Index B	21 March 2011
Community Development	12.13	Index B	21 March 2011

Contribution			
Education and Children's Services Contribution	25.1	Index A	December 2007
Employment Skills Development Contribution	17.1.2	Index B	21 March 2011
Further Residential Travel Plan Deposit Instalment	21.3	Index B	December 2007
Further Workplace Travel Plan Deposit Instalment	22.3	Index B	December 2007
Highways Contribution	20.18	Index B	December 2007
Household Recycling Waste Centre Contribution	26.1	Index A	April 2011
Implementation Funding	28.4	Index B	21 March 2011
Leisure Centre Contribution	15.1	Index A	21 March 2011
London Road Purbrook Contribution	13.1	Index A	21 March 2011
Main Access Toucan Crossing Contribution	20.83	Index A	December 2007
Maurepas Way Integration Contribution	23.7	Index A	21 March 2011
Milk Lane Crossing Contribution	20.23	Index A	December 2007
Northern Primary School Travel Plan Contribution	20.10	Index A	December 2007
Off-Site Green Links Contribution	23.5	Index B	21 March 2011
Purbrook Heath Sports Pitch Contribution	14.1	Index A	21 March 2011
Release Education	25.40	Index A	From date of Release

Contribution			Notice
Relevant Commuted Sum	32.22	Index B	21 March 2011
SuDS commuted sums	19.11	Index B	21 March 2011

- 30.2 When the most recent Index which shall have been published as at the date of any payment of a Contribution or other payment is a forecast or provisional index then payment of any Contribution or other payment or instalment of any Contribution or other payment shall be calculated initially by reference to that most recent provisional Index.
- 30.3 Where any Contribution or other payment or instalment of any Contribution or other payment has been calculated initially by reference to a forecast or provisional Index then a further adjustment shall be made as and when the final Index for that period is published and the Developer or the County Council Winchester or Havant as appropriate shall within 14 days of any written demand make good any under or over payment as appropriate.
- 30.4 Where any Contribution or other payment or instalment of any Contribution or other payment payable under this Deed is not paid in full to the relevant Party on or before the relevant Trigger Point there shall be added to such Contribution or other payment or instalment of such Contribution compound interest on the Contribution or other payment or instalment of Contribution or other payment plus interest calculated at 4 per cent above the National Westminster Bank base lending rate with monthly rests between the relevant Trigger Point and the date of actual payment.
- 30.5 Where any Index ceases to be published then the sum to which that original Index was to be applied shall have the original Index applied to it up to the date on which the original Index is last published and the sum as so recalculated as a back date shall thereafter be subject to indexation based on the nearest equivalent Index as may be agreed between the Developer and the County Council Winchester or Havant as appropriate or in the event of disagreement such Index as may be determined in accordance with the provisions of Clause 40.

31 Registration

- 31.1 This Deed shall be registered as a local land charge under the Local Land Charges Act 1975.
- 31.2 In accordance with the requirements of the Land Registration Act 2002 the Developer hereby consents to the noting of this Deed in the Charges Register of title numbers HP657720 SH14845 HP645724 HP567131 and HP321297.

32 Warranty as to Title

The Developer warrants jointly and severally to each of the County Council Winchester and Havant that as at the date of this Deed its interest in the Grainger Site and the Integration Land is as set out in this Deed and that no other party has a legal estate in or charge over the Site or the Integration Land SAVE in respect of the interest of the Chargee as noted in Recital B4.

33 Contracts (Rights of Third Parties) Act 1999

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and nothing in this Deed confers or purports to confer any rights to enforce any of the terms and provisions herein by any person who is not a Party hereto or a person deriving title from a Party hereto or any person or body succeeding to any of the statutory functions of the County Council Winchester or Havant.

34 Completion, Adoption and Transfer Procedure

Completion Certificates

- 34.1 Where in this Deed the Developer has an obligation not to Commence the Development or part of the Development or Occupy the Site or Occupy a specified number of Traffic Generation Units or Residential Units comprised within the Site until a specific Planning Obligation has been completed to Completion Certificate Standard such Planning Obligation shall not be deemed to be completed to that standard unless the County Council shall have issued a Completion Certificate in relation thereto.

Completion Notices

- 34.2 Where in this Deed the Developer has an obligation to complete works or not to Commence the Development or part of the Development or Occupy the Site or Occupy a specified number of Residential Units comprised within the Site until a specific Planning Obligation has been completed and a Completion Notice is required to be served by the Developer and accepted by the Relevant Authority before such Planning Obligation is discharged the Developer or the Developer's Agent shall by notice to the Relevant Authority request its agreement that the relevant Planning Obligation has been completed to the satisfaction of the Relevant Authority ("**Completion Notice**").
- 34.3 A Completion Notice shall be in substantially the form as set out in Schedule 7 to this Deed and shall include:
- 34.3.1 a reference to the provisions of this Deed concerning the Completion Notice and Adoption Notice procedures, and the deemed provisions included therein;
 - 34.3.2 as-built plans (2 paper and one electronic) showing full details of the Works to be transferred (including areas such as shrub beds, grassed areas, paths, etc), identifying the extent of the land to be transferred, and showing details of any Open Space Facility thereon and;
 - 34.3.3 a specification for the building or works or facilities;
 - 34.3.4 a written certificate of practical completion of the building or facilities or works provided by the architect engineer or other appropriately qualified professional engaged to supervise and certify completion of the construction of the building or works or facilities ("**Project Architect**"); and
 - 34.3.5 the contact details of the Project Architect.
- 34.4 The Relevant Authority has 5 Working Days to acknowledge receipt of the

Completion Notice. The date of this acknowledgement of receipt shall be deemed to be the date of receipt of the Completion Notice for the purposes of Clauses 34.5 to 34.7. Should the Relevant Authority fail to acknowledge receipt of the Completion Notice within 5 Working Days of actual receipt it shall be deemed to have received the Completion Notice on the day of actual receipt for the purposes of Clauses 34.5 to 34.7.

- 34.5 If the Relevant Authority respond to the Completion Notice by giving notice in writing to the Developer's Agent within 28 Working Days of receipt stating that they agree that the building or works or facilities (or phase of building or works or facilities) have been completed to the required standard pursuant to the relevant Planning Obligation then the building or works or facilities shall be deemed to have been completed to that standard on the date of the Completion Notice.
- 34.6 If the Relevant Authority identify any defect or works which have not been carried out in accordance with the standard agreed pursuant to the relevant Planning Obligation (as may be set out inter alia in any development plans Drawings or specifications) then detailed written information shall be provided to the Developer or the Developer's Agent within 20 Working Days of receipt by the Relevant Authority of the Completion Notice such that the Developer can forthwith make good any such defects and the process referred to in this Clause 34 shall be repeated as many times as necessary until the Completion Notice has been accepted or is deemed to have been accepted pursuant to Clause 34.7.
- 34.7 If the Relevant Authority does not respond to the Completion Notice by giving notice in writing to the Developer or the Developer's Agent within 20 Working Days either pursuant to Clause 34.5 or Clause 34.6 then the Relevant Authority shall be deemed to have accepted the Completion Notice and the building or works or facilities shall be deemed to have been completed to the relevant standard pursuant to such Planning Obligation on the date of the Completion Notice as if the Completion Notice had been expressly accepted by the Relevant Authority.

Adoption Notices

- 34.8 Where in this Deed the Developer has an obligation to maintain any works on the Site and an Adoption Notice is required to be served by the Developer and accepted by the Relevant Authority before such Planning Obligation is discharged the Developer or the Developer's Agent shall by notice to the Relevant Authority request its agreement that the relevant maintenance obligation has been completed to the satisfaction of the Relevant Authority ("**Adoption Notice**").
- 34.9 An Adoption Notice shall be in substantially the form as set out in Schedule 8 to this Deed and shall (inter alia and if required pursuant to this Deed) confirm that the land is in a Clean Condition.
- 34.10 The Relevant Authority has 5 Working Days to acknowledge receipt of the Adoption Notice. The date of this acknowledgement of receipt shall be deemed to be the date of receipt of the Adoption Notice for the purposes of Clauses 34.11 to 34.13. Should the Relevant Authority fail to acknowledge receipt of the Adoption Notice within 5 Working Days of actual receipt it shall be deemed to have received the Adoption Notice on the day of actual receipt for the purposes of Clauses 34.11 to 34.13.
- 34.11 If the Relevant Authority respond to the Adoption Notice by giving notice in writing to the Developer's Agent within 20 Working Days of receipt stating that they agree

that the building or works or facilities (or phase of building or works or facilities) have been maintained to the required standard pursuant to the relevant Planning Obligation then the building or works or facilities shall be deemed to have been maintained to that standard on the date of the Adoption Notice.

- 34.12 If the Relevant Authority identify any defect or works which have not been maintained in accordance with the standard agreed pursuant to the relevant Planning Obligation (as may be set out inter alia in any development plans Drawings or specifications) then detailed written information shall be provided to the Developer or the Developer's Agent within 20 Working Days of receipt by the Relevant Authority of the Adoption Notice such that the Developer can forthwith make good any such defects and the process referred to in this Clause 34 shall be repeated as many times as necessary until the Adoption Notice has been accepted or is deemed to have been accepted pursuant to Clause 34.13.
- 34.13 If the Relevant Authority does not respond to the Adoption Notice by giving notice in writing to the Developer or the Developer's Agent within 20 Working Days either pursuant to Clause 34.11 or Clause 34.12 then the Relevant Authority shall be deemed to have accepted the Adoption Notice and the building or works or facilities shall be deemed to have been maintained to the relevant standard pursuant to such Planning Obligation on the date of the Adoption Notice as if the Adoption Notice had been expressly accepted by the Relevant Authority.
- 34.14 The Relevant Authority shall not be required to accept or be deemed to have accepted an Adoption Notice in respect of any Open Space comprised in the Town Park unless and until Adoption Notices have been issued by the Developer in respect of all the Open Space in that part of the Town Park within the same Phased Area.

Transfer

- 34.15 Where following acceptance or deemed acceptance of an Adoption Notice the Developer is required to transfer any building or works or facilities to the Relevant Authority then the provisions in Clause 34.16 to 34.22 shall apply.
- 34.16 Within 10 Working Days of acceptance or deemed acceptance of the Adoption Notice in accordance with Clause 34.10 to 34.13, the Developer shall submit to the Relevant Authority for approval:
- 34.16.1 the Relevant Transfer in draft;
 - 34.16.2 full title information for the land the subject of the Relevant Transfer; and
 - 34.16.3 confirmation of the Relevant Commuted Sum payable for the land the subject of the Relevant Transfer
- (together "the Proposed Relevant Transfer").
- 34.17 The Relevant Authority has 5 Working Days to acknowledge receipt of the Proposed Relevant Transfer submitted to it pursuant to Clause 34.16. Should the Relevant Authority fail to acknowledge receipt of the Proposed Relevant Transfer within 5 Working Days of actual receipt it shall be deemed to have received the Proposed Relevant Transfer on the day of actual receipt for the purposes of Clauses 34.18 to 34.19.

- 34.18 The Relevant Authority shall confirm to the Developer or the Developer's Agent within 10 Working Days of receipt by the Relevant Authority of the Proposed Relevant Transfer its approval of the same or any amendments that it requires such that the Developer can consider and respond to such approval or amendments and the process referred to in this Clause 34 shall be repeated as many times as necessary until the Proposed Relevant Transfer has been accepted or is deemed to have been accepted pursuant to Clause 34.19.
- 34.19 If the Relevant Authority does not respond to the Proposed Relevant Transfer by giving notice in writing to the Developer or the Developer's Agent within 10 Working Days pursuant to Clause 34.18 then the Relevant Authority shall be deemed to have accepted the Proposed Relevant Transfer.
- 34.20 Within 20 Working Days of acceptance or deemed acceptance of the Proposed Relevant Transfer pursuant to Clause 34.18 or Clause 34.19, the Developer shall:
- 34.20.1 execute and deliver to the Relevant Authority the Relevant Transfer; and
- 34.20.2 pay to the Relevant Authority the Relevant Commuted Sum towards the future maintenance of the building, works or facility the subject of such payment; and
- 34.20.3 pay to the Relevant Authority the Relevant Authority's reasonable costs of dealing with such transfer.
- 34.21 The Relevant Authority will upon receipt of all Relevant Commuted Sums and costs pursuant to Clause 34.20.3 complete any Relevant Transfer which is executed and delivered to them pursuant to Clause 34.20 (subject to prior compliance by the Developer with obligations of this Deed in respect of that part of the Site) within 20 Working Days of receipt.
- 34.22 For the purposes of Clause 34.16.3, 34.20.2, and 34.21 the Relevant Commuted Sum (Indexed) shall be:

Building, Works or Facility	Relevant Commuted Sum (Indexed)
Open Space	£9.23 per sqm
Cricket Pitch	£9.23 per sqm
Multi-Use Sports Pitch	£9.23 per sqm
Multi-Use Games Area	£9.23 per sqm
Shelter	£9.23 per sqm
Skateboard Facility	£9.23 per sqm
Community Centre	£225,000
Ancillary Facilities	£9.23 per sqm
River Wallington Community Nature Reserve/Newlands Farm Community Nature Reserve and	£9.23 per sqm

other undeveloped green infrastructure	
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PROVIDED THAT in the case of the commuted sums payable towards the following facilities a sum equal to the commuted sum already received by Havant and/or Winchester from Wimpey (or such reduced sum as may have been agreed by Havant and/or Winchester) shall be deducted from the sum payable by the Developer:

Facility	Wimpey Commuted Sum
Community Centre	Wimpey Community Centre Maintenance Contribution
Cricket Pitch Changing Rooms	Wimpey Cricket Pavilion and Mower and Tractor Shed Maintenance Contribution
Multi-Use Sports Pitch Multi-Use Games Area Skateboard Facility Shelter	Wimpey Sports and Youth Facilities Maintenance Contribution

35 Consents not to be Unreasonably Withheld or Delayed

Unless otherwise specified where any agreement acceptance certificate approval or expression of satisfaction is to be given by the County Council Winchester or Havant under the terms of this Deed then the same shall not be unreasonably withheld or delayed.

36 Covenants by the Authorities

General Covenant by all the Authorities

36.1 The County Council Winchester and Havant hereby covenant separately with the Developer that:

36.1.1 where in this Deed any Contribution or other payment is payable to the County Council Winchester or Havant in accordance with this Deed then the County Council Winchester or Havant as the case may be shall upon receipt of any such Contribution or other payment hold the same pending its application in an interest bearing account and not use or apply such Contribution or other payment and any interest accrued thereon other than for the purpose for which such Contribution or other payment is received;

36.1.2 if requested by the Developer (such requests not to be made more frequently than at yearly intervals) the County Council Winchester and/or Havant as the case may be will provide details as to how any Contribution or other payment paid to any of the County Council Winchester or Havant as

applicable has been spent and the amount of each Contribution or other payment as remains.

36.1.3 In respect of any transfer of land to the County Council Winchester or Havant (as applicable) pursuant to this agreement such transfer shall (in addition to any specific provision in this agreement) include a covenant that the land shall only be used for the purpose for which it is transferred.

Havant Covenants

36.2 Without prejudice to the generality of the provisions of Clause 36.1 Havant covenant with the Developer not to use the following Contributions other than for or towards the purposes set out below in this Deed and to repay any unexpended balance of the following Contributions plus any interest accrued in respect of those sums to the Relevant Payer on expiry of the periods noted.

36.2.1 The Air Quality Contribution shall be:

- 36.2.1.1 used as a contribution towards monitoring air quality on and in the vicinity of London Road and adjoining roads; and
- 36.2.1.2 repaid after five (5) years of completion of the Development if not expended for the purposes set out in Clause 36.2.1.1; or
- 36.2.1.3 if before the expiry of the period in Clause 36.2.1.2 Havant resolves that such monitoring is not reasonably necessary then the Air Quality Contribution shall be repaid forthwith.

36.2.2 The Alternative Cemetery Contribution shall be:

- 36.2.2.1 used towards the provision of alternative facilities for the lawful disposal of human remains in a location accessible to residents of the Development; and
- 36.2.2.2 repaid after five (5) years of receipt by Havant if not expended for the purposes set out in Clause 36.2.2.1.

36.2.3 The Artificial Turf Pitch Contribution shall be:

- 36.2.3.1 used towards the provision of an artificial turf sports pitch in a location accessible to residents of the Development or as otherwise contemplated in the definition of Artificial Turf Pitch Contribution in Clause 1.1; and
- 36.2.3.2 repaid after 10 years of receipt by Havant or (if later) Occupation of 1,500 Residential Units if not expended for the purposes set out in Clause 36.2.3.1.

36.2.4 The Brambles South Link Alternative Contribution (if received by Havant) shall be:

- 36.2.4.1 used towards the provision of a pedestrian and cycle link between Brambles Business Park and the Development; and
- 36.2.4.2 repaid after 10 years of receipt by Havant or (if later)

Occupation of 1,500 Residential Units if not expended for the purposes set out in Clause 36.2.4.1

36.2.5 The Community Development Contribution shall be used by Havant to employ a Community Development Worker who shall be based at the Site and whose functions shall be to assist in the establishment of a successful and cohesive local community within the Development and the Old Park Farm Site and to promote integration with existing communities within the vicinity of the Site for a minimum period of ten years from the date of Occupation of any Residential Unit on the Site unless otherwise agreed and provided that the appointment of the Community Development Worker shall be subject to the reasonable approval of the Developer and shall involve preparation of an annual work programme to be agreed by the Developer and Havant and the Community Development Worker shall at all times co-operate fully with the Developer and any other third parties as appropriate.

36.2.6 The Employment Skills Development Contribution (if received by Havant):

36.2.6.1 shall be used at local colleges or skills centres to procure additional construction skills training courses; and

36.2.6.2 each instalment thereof shall be repaid ten years after receipt by Havant if not expended for the purposes set out in Clause 36.2.6.1.

36.2.7 The Leisure Centre Contribution shall be:

36.2.7.1 used as a contribution towards the construction of a new sports hall and ancillary facilities on the site of the "Waterlooville Leisure Centre" existing at the date of this Deed; and

36.2.7.2 repaid after ten (10) years of receipt by Havant or (if later) Occupation of 1,500 Residential Units if a contract has not been let by Havant for the works set out in Clause 36.2.7.1; or

36.2.7.3 if Havant resolves that such works set out in Clause 36.2.7.1 are not reasonably feasible then the Leisure Centre Contribution shall be used by Havant towards the provision of other indoor sports facilities accessible to residents and those working within the Development.

36.2.8 The London Road Purbrook Contribution shall be:

36.2.8.1 used as a contribution towards works to upgrade the public realm at London Road in Purbrook; and

36.2.8.2 repaid after ten (10) years of receipt if a contract has not been let by Havant for the works set out in Clause 36.2.8.1.

36.2.9 The Purbrook Heath Sports Pitch Contribution shall be:

36.2.9.1 used as a contribution towards the cost of drainage and upgrading works for the Purbrook Heath Sports Pitch; or

36.2.9.2 repaid after five (5) years of receipt if a contract has not been let by Havant for the works set out in Clause 36.2.9.1 or if Havant resolves sooner that such works are not reasonably feasible.

36.3 Without prejudice to the generality of the provisions of Clause 36.1 Havant covenant with the Developer as follows:

36.3.1 in the event of a transfer of the Cemetery Site pursuant to Clause 11.9 to procure that the Cemetery is used only for all aspects of lawful disposal of human remains in accordance with any lawful rite it being acknowledged that parts of the Cemetery Site may be used by Havant or such third party as it may nominate for grazing or other similar purposes until the total area of the Cemetery Site is required to be used as a cemetery; and

36.3.2 not to use any Open Space transferred to Havant pursuant to this Deed save for open space purposes.

Winchester Covenants

36.4 Without prejudice to the generality of the provisions of Clause 36.1 Winchester covenant with the Developer to use the following Contributions other than for or towards the purposes set out below in this Deed and to repay any unexpended balance of the following Contributions plus any interest accrued in respect of those sums to the party which originally made payment of those sums on expiry of the periods noted.

36.4.1 The Arts Contribution shall be:

36.4.1.1 used in consultation with the Developer and Havant for supporting arts development in initiatives to promote the arts within the Development and the immediate vicinity to assist integration of the Development into its surroundings and to include maintenance of art of a permanent or temporary nature and/or payments of grants or other costs to artists; and

36.4.1.2 if after ten (10) years of receipt of the final instalment of the Arts Contribution pursuant to Clause 16.1.5 the Arts Contribution has not been expended by Winchester for the purposes set out in Clause 36.4.1.1 then the Arts Contribution shall be repaid to the Relevant Payer.

36.5 Without prejudice to the generality of the provisions of Clause 36.1 Winchester covenants with the Developer not to use any Open Space transferred to Winchester pursuant to this Deed save for open space purposes.

County Council Covenants

36.6 Without prejudice to the generality of the provisions of Clause 36.1 the County Council hereby covenants with the Developer not to use the following Contributions other than for or towards the purposes set out below in this Deed and to repay any unexpended balance of the following Contributions plus any interest accrued in respect of those sums to the party which originally made payment of those sums on expiry of the periods noted:

36.6.1 The Bus Service Contribution shall be:

- 36.6.1.1 used as specified in the definition of Bus Service Contribution in Clause 1.1 above; and
- 36.6.1.2 if within twelve (12) years of receipt of the final instalment of the Bus Service Contribution the same has not been expended by the County Council for the purposes set out in Clause 36.6.1.1 then the unexpended Bus Service Contribution shall be repaid to the Relevant Payer.

36.6.2 The Northern Primary School Travel Plan Contribution shall be

- 36.6.2.1 used as specified in the definition of Northern Primary School Travel Plan in Clause 1.1 above; and
- 36.6.2.2 if within twelve (12) of receipt the whole or any part of the Northern School Travel Plan Contribution has not been expended by the County Council for the purposes set out in Clause 36.6.2.1 then the unexpended Northern Primary School Travel Plan Contribution shall be repaid to the Relevant Payer

36.6.3 The Southern Primary School Travel Plan Contribution shall be

- 36.6.3.1 used as specified in the definition of Southern Primary School Travel Plan in Clause 1.1 above; and
- 36.6.3.2 if within twelve (12) of receipt the whole or any part of the Southern School Travel Plan Contribution has not been expended by the County Council for the purposes set out in Clause 36.6.3.1 then the unexpended Southern Primary School Travel Plan Contribution sum shall be repaid to the Relevant Payer.

36.6.4 The Junctions Improvements Contribution shall be:

- 36.6.4.1 used towards the highway works specified in the definition of Junction Improvement Contribution in Clause 1.1 above; and
- 36.6.4.2 if within twelve (12) years of receipt of the final instalment of the Junctions Improvements Contribution the same has not been expended by the County Council for the purposes set out in Clause 36.6.4.1 then the unexpended Junctions Improvements Contribution shall be repaid to the Relevant Payer.

36.6.5 The Highways Contribution shall be:

- 36.6.5.1 used towards highway works specified in the definition of Highways Contribution in Clause 1.1 above; or
- 36.6.5.2 if within twelve (12) years of receipt of the final instalment of the Highways_Contribution the same has not been expended by the County Council for the purposes set out in Clause 36.6.5.1 then the unexpended Highways Contribution shall be

repaid to the Relevant Payer.

36.6.6 The Milk Lane Crossing Contribution shall be

- 36.6.6.1 used towards the design construction and maintenance of a pedestrian crossing at Milk Lane; or
- 36.6.6.2 if within twelve(12) years of receipt the whole or any part of the Milk Lane Crossing Contribution has not been expended by the County Council for the purposes set out in Clause 36.6.6.1 then the unexpended Milk Lane Crossing Contribution shall be repaid to the Relevant Payer.

36.6.7 The Main Access Toucan Crossing Contribution Part 1 shall be

- 36.6.7.1 used towards the cost of providing improved pedestrian and cycle crossing facilities either on or off the Site in the vicinity of the Main Access; or
- 36.6.7.2 if within twelve (12) years of receipt the whole or any part of the Main Access Toucan Crossing Contribution Part 1 has not been expended by the County Council for the purposes set out in Clause 36.6.6.1 then the unexpended Main Access Toucan Crossing Contribution Part 1 shall be repaid to the Relevant Payer.

36.6.8 The Main Access Toucan Crossing Contribution Part 2 shall be

- 36.6.8.1 used together with the Main Access Toucan Crossing Contribution Part 1 towards the cost of providing improved pedestrian and cycle crossing facilities off the Site in the vicinity of the Main Access; or
- 36.6.8.2 if within twelve years (12)of receipt the whole or any part of the Main Access Toucan Crossing Contribution Part 2 has not been expended by the County Council for the purposes set out in Clause 36.6.7.1 within then the unexpended Main Access Toucan Crossing Contribution Part 2 shall be repaid to the Relevant Payer

36.6.9 The Off-Site Green Links Contribution shall be

- 36.6.9.1 used solely towards the implementation of the “PUSH Green Infrastructure Strategy”; or
- 36.6.9.2 if within twelve years (12)of receipt the whole or any part of the Off-Site Green Links Contribution has not been expended by the County Council for the purposes set out in Clause 36.6.9.1 then the unexpended Off-Site Green Links Contribution shall be repaid to the Relevant Payer.

36.6.10 The Maurepas Way Integration Contribution shall be:

- 36.6.10.1 used towards (a) the carrying out and completion of an integration study and (b) the carrying out of works agreed

between the County Council Havant Winchester and the Developer; or

- 36.6.10.2 if within twelve (12) years of receipt of the second instalment the whole or any part of the Maurepas Way Integration Contribution has not been expended by the County Council for the purposes set out in Clause 36.6.10.1 then the unexpended Maurepas Way Integration Contribution shall be repaid to the Relevant Payer.

36.6.11 The Education and Children's Services Contribution and the Release Education Contribution shall be:

- 36.6.11.1 used towards the costs incurred by the County Council in the provision of primary education facilities serving the Development; or
- 36.6.11.2 if within twelve (12) years of receipt of the final instalment due the whole or any part of the Education and Children's Services Contribution or the Release Education Contribution (as the case may be) has not been expended by the County Council for the purposes set out in Clause 36.6.11.1 then the unexpended Education and Children's Services Contribution or the Release Education Contribution (as the case may be) shall be repaid to the Relevant Payer.

36.6.12 The Household Waste Recycling Centre Contribution shall be

- 36.6.12.1 used towards the costs incurred by the County Council in the provision of the Household Waste Recycling Centre as set out in Clause 1.1; or
- 36.6.12.2 if within ten (10) years of receipt the whole or any part of the Household Waste Recycling Centre Contribution has not been expended by the County Council for the purposes set out in Clause 36.6.12.1 within ten (10) then the unexpended Household Waste Recycling Centre Contribution shall be repaid to the Relevant Payer

36.6.13 Following the Occupation of the final Residential Unit upon the Site the County Council shall three months after such final occupation return to the Relevant Payer of the Residential Travel Plan Deposit any unspent portion of the Residential Travel Plan Deposit together with any interest accrued thereon.

36.7 Following the Occupation of the final Traffic Generation Unit upon the Site the County Council shall three months after such final occupation return to the Relevant Payer of the Workplace Travel Plan Deposit any unspent portion of the Workplace Travel Plan Deposit together with any interest accrued thereon.

36.8 The County Council shall respond within 28 Working Days to any request of the Developer pursuant to the requirements of Clause 21.12 (Travel Plans).

36.9 The County Council covenants with the Developer to serve the Northern Primary School Commencement Notice not less than one month before it commences

- development of the Primary School to be constructed upon the Northern Primary School Site such notice shall detail the date upon which development is intended to commence.
- 36.10 The County Council covenants with the Developer to serve the Southern Primary School Commencement Notice not less than one month before it commences development of the Primary School to be constructed upon the Southern Primary School Site such notice shall detail the date upon which development is intended to commence.
- 36.11 The County Council covenants with the Developer not to serve notice seeking to acquire an interest in the Northern Primary School Extension Land pursuant to Clauses 25.21 and 25.23 prior to the date on which the Northern Primary School Site is transferred to them pursuant to Clause 25.14.1.

Reimbursement of Wimpey Contributions towards Infrastructure

- 36.12 Upon the acceptance (or deemed acceptance) of a Completion Notice for the Southern Allotments (pursuant to Clause 10.3) and subject to receipt of the Wimpey Allotments Contribution from Wimpey by Winchester the Relevant Authority shall pay the Wimpey Allotments Contribution to the Developer within 20 Working Days of the later of the issue of the Completion Notice and receipt of the Wimpey Allotments Contribution.
- 36.13 Upon the acceptance (or deemed acceptance) of a Completion Notice for the Cricket Pitch pursuant to Clause 9.27 and subject to receipt of the Wimpey Cricket Pitch Contribution, the Wimpey Cricket Pavilion Contribution and the Wimpey Mower and Tractor Shed Contribution from Wimpey by Winchester the Wimpey Cricket Pitch Contribution, the Wimpey Cricket Pavilion Contribution and the Wimpey Mower and Tractor Shed Contribution shall be paid by Winchester to the Developer within 20 Working Days.
- 36.14 Upon the acceptance (or deemed acceptance) of a Completion Notice for the Multi-Use Sports Pitch pursuant to Clause 9.36 and subject to receipt of the Wimpey Multi-Use Sports Pitch Contribution from Wimpey by Winchester the Wimpey Multi-Use Sports Pitch Contribution shall be paid by Winchester to the Developer within 20 Working Days.
- 36.15 Upon the acceptance (or deemed acceptance) of a Completion Notice for the MUGA pursuant to Clause 9.41 and subject to receipt of the Wimpey MUGA Contribution from Wimpey by Winchester the Wimpey MUGA Contribution shall be paid by Winchester to the Developer within 20 Working Days.
- 36.16 Upon the acceptance (or deemed acceptance) of a Completion Notice for the Skateboard Facility pursuant to Clause 9.55 and subject to receipt of the Wimpey Skateboard Facility Contribution from Wimpey by Winchester the Wimpey Skateboard Facility Contribution shall be paid by Winchester to the Developer within 20 Working Days.
- 36.17 Upon the acceptance (or deemed acceptance) of a Completion Notice for the Shelter pursuant to Clause 9.75 and subject to receipt of the Wimpey Shelter Contribution from Wimpey by Winchester the Wimpey Shelter Contribution shall be paid by Winchester to the Developer within 20 Working Days.
- 36.18 Upon the transfer of the Cemetery Site to Havant subject to receipt of the Wimpey

Cemetery First Phase Contribution and the Wimpey Cemetery Second Phase Contribution from Wimpey by Winchester the Wimpey Cemetery First Phase Contribution and the Wimpey Cemetery Second Phase Contribution shall be paid by Winchester to the Developer within 20 Working Days.

- 36.19 Upon the acceptance (or deemed acceptance) of a Completion Notice for the Community Centre pursuant to Clause 12.6 and subject to receipt of the Wimpey Community Centre Contribution from Wimpey by Winchester the Wimpey Community Centre Contribution shall be paid by Winchester to the Developer within 20 Working Days.

37 Declarations

- 37.1 It is hereby agreed between the Parties as follows if prior to receipt of any Contribution payable pursuant to the terms of this Deed the County Council Winchester or Havant incur any expenditure in providing additional facilities to which it was intended to apply any such Contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including design costs but only strictly as envisaged under this Deed whether in anticipation or as a result of the Development then the County Council Winchester or Havant as appropriate may immediately following receipt of such Contribution deduct therefrom a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby agreed that such proportion of any such Contribution shall not be the subject of any requirement to repay or cancel it or any interest accrued thereon pursuant to the terms of this Deed and that such monies shall be and remain the property of the County Council Winchester or Havant as appropriate and shall not be bound by the terms of this Deed.

38 Condition of Social Infrastructure Sites

- 38.1 Without prejudice to Clauses 10, 11 and 25 any Social Infrastructure Site to be provided and/or laid out in accordance with this Deed shall be:
- 38.1.1 in a location approved by the Party to whom the Social Infrastructure Site is being transferred (in this Clause 38.1.1 referred to as the “Transferee”);
 - 38.1.2 of a size sufficient to accommodate the proposed development of the relevant Social Infrastructure Site as approved by the Transferee;
 - 38.1.3 suitable for the use in respect of which the Social Infrastructure Site is required as approved by the Transferee;
 - 38.1.4 in the case of Town Park Open Space the Northern Allotments the Southern Allotments and the Cemetery in Clean Condition;
 - 38.1.5 a cleared site without any topographical or other feature in on or over the Social Infrastructure Site which would prevent inhibit or limit the development of the Social Infrastructure Site and/or its suitability and fitness for purpose in accordance with the requirements of this Deed;
 - 38.1.6 a site on which any facilities can be built or laid out without any adverse effect from any listed building ecological feature or other material planning consideration which would adversely affect the use or construction of buildings on the Social Infrastructure Site;

- 38.1.7 free from any public or third-party rights or other encumbrances (save as otherwise disclosed in the official copy of register entries of HP657720, SH14845 and HP321297 as at 6 February 2012);
 - 38.1.8 free from the right of pre-emption referred to in entry 12 of the Charges Register of title number HP657720 (as at 6 February 2012); and
 - 38.1.9 free from any pipes wires sewers or cables or protected strip in respect thereof which would prevent inhibit or limit the development of the Social Infrastructure Site and/or its suitability and fitness for purpose or increase the cost of the development of the Social Infrastructure Site by the Transferee it being acknowledged by the Parties hereto that gas conduits may remain on the Allotments.
- 38.2 Without prejudice to Clauses 10, 11 and 25 the Social Infrastructure Site shall not be transferred otherwise than:
- 38.2.1 with vacant possession on completion;
 - 38.2.2 save for the Northern Primary School Extension Land which shall be subject to the requirements of Clause 25.24, for nil consideration;
 - 38.2.3 in the case of the Northern Primary School Site and the Southern Primary School Site as detailed in the model form of transfer attached as Schedule 1 to this Deed and in other cases in a form agreed by the Relevant Authority or County Council as appropriate and the Developer (acting reasonably) such transfer or lease to include any rights necessary for the use of the Social Infrastructure Site in accordance with the provisions of this Deed;
 - 38.2.4 free from any legal charge or mortgage over any such Social Infrastructure Site including for the avoidance of doubt the registered legal charge disclosed at entries 14 and 15 in the official copy of register entries of HP657720 as at 6 February 2012);
 - 38.2.5 that where the Social Infrastructure Site falls within title number HP657720 that the restrictions detailed in entry 3 and 4 of the Proprietorship Register as at 6 February 2012 of title number HP657720 are released in respect of the Social Infrastructure Site;
 - 38.2.6 the Social Infrastructure Site is either free of any liability in respect of chancel repairs or that the Developer has procured insurance to cover such liability for such sum and in such form as the County Council or the Relevant Authority as the case may be reasonably agree in respect thereof; and
 - 38.2.7 will take all necessary steps within its power to enable the County Council or Relevant Authority as appropriate or any nominee of the same to be registered with an absolute freehold title at the Land Registry free from any encumbrances (other than as detailed in the model form of transfer attached at Schedule 1 to this Deed relating to the Northern Primary School Site and the Southern Primary School Site) and other than disclosed in the official copy of register entries of HP657720 as at 6 February 2012 subject to the requirements of Clauses 38.2.4 and 38.2.5.

39 Notices

39.1 Any notice or communication to be given under this Deed shall be in writing and shall be delivered personally or transmitted by facsimile or sent registered or recorded delivery to the Party upon whom such notice or communication is to be served at the respective addresses hereinafter specified:

39.1.1 for the County Council at The Castle Winchester Hampshire SO23 8UJ marked for the attention of the Head of Corporate and Legal Services;

39.1.2 for Winchester at City Offices Colebrook Street Winchester Hampshire SO23 9LJ marked for the attention of the Head of Legal Services;

39.1.3 for Havant at Public Service Plaza Civic Offices Civic Centre Road Havant Hampshire PO9 2AX marked for the attention of Service Manager Legal and Democratic Services;

39.1.4 for the Developer at 161 Brompton Road London SW3 1 QP marked for the attention of (i) the Company Secretary of Grainger and the Company Secretary of WWDL and (ii) the Managing Director of Development; and/or (iii) the Chief Executive Officer of Grainger and/or WWDL

39.1.5 for the Chargee at Fairfield House Hambledon Hampshire PO7 4RY and also copied to Boodle Hatfield 89 New Bond Street London W1S 1DA Reference AWS/CEC and in proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice or communication was properly addressed and delivered into the custody of the postal authority in a prepaid registered or recorded delivery envelope or if sent by facsimile transmission at the time of successful transmission.

40 Dispute Resolution

40.1 Save for matters of construction (which shall be matters for the Court) and without prejudice to Clause 41 and Clause 42 in the event of any dispute arising between the Parties or any of them in respect of any matter contained in this Deed including questions of value and any question of reasonableness the same shall be referred to an expert (the "**Expert**") to be agreed upon between the Parties or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the RICS and the Expert's decision shall be final and binding on the Parties hereto and whose costs (including the reimbursement of the costs of any other experts' fees) shall be at his discretion.

40.2 The Expert shall have at least 10 years post-qualification experience in the subject matter of the dispute.

40.3 The Expert shall be appointed subject to an express requirement that he reaches a decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 36 Working Days from the date of his appointment to act.

40.4 The Expert shall be required to give notice to each of the Parties inviting each of them to submit to him within such period as he shall reasonably determine within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the Parties an opportunity to make counter-submissions within a further five Working Days in respect of any such submission and material

and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within 21 Working Days from receipt of any counter-submissions or in the event that there are no counter-submissions within 21 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties.

- 40.5 It is hereby declared and agreed between the Parties hereto that nothing in this Clause 40 shall be taken to fetter the ability of any of the Parties to seek legal redress in respect of any breach of the obligations entered into by the Parties in this Deed.

41 Non-Fettering of Authority's Discretion

Nothing in this Deed shall be or shall be construed to be a fetter or restriction on the proper exercise as at the time by the County Council Winchester and Havant of any of their respective statutory powers duties functions or discretions in relation to the Site or any related matters whether on or off-site or otherwise.

42 Invalidity

If it is judged by any Court or other tribunal of competent jurisdiction that any Clause or part of any Clause (as oppose to the whole) of this Deed is unlawful or unenforceable the said Clause or part of such Clause shall be construed as separable from the remainder of this Deed to the effect that this Deed shall be construed and enforceable as if the said Clause or part of such Clause were never included in this Deed.

43 VAT and Tax

- 43.1 All Contributions payments and monies payable by the Developer or made in accordance with the terms of this Deed or otherwise shall be exclusive of VAT and any other tax properly payable in respect of such Contributions payments or works and a sum equivalent to the VAT and other stamp duty land tax and any other tax payable shall be payable in addition to the sums stated pursuant to this Deed.
- 43.2 A sum equal to any VAT stamp duty land tax or other taxes paid or payable by the County Council Winchester or Havant as appropriate in relation to any works facilities building land or Contributions received or required by the County Council Winchester and Havant as appropriate pursuant to this Deed shall be made by the Developer to the County Council Winchester and Havant as appropriate in addition to the relevant works facilities buildings land or Contributions.

44 Costs

The Developer shall on the date hereof pay to the County Council Winchester and Havant the whole of any outstanding reasonable legal and technical costs incurred by the County Council Winchester and Havant in the preparation and registration of this Deed subject to receipt of an itemised breakdown of such costs.

IN WITNESS whereof the Parties hereto have executed this agreement as a Deed delivered the day and year first written

SCHEDULE 1

Form of Transfer of the Northern Primary School Site and the Southern Primary School Site

SCHEDULE 2

Form of Notification of Plot Sale Notice

SCHEDULE 3

Public Transport Infrastructure Brief

A Public Transport Strategy for the Waterlooville MDA has been agreed with Hampshire County Council along with financial contributions to support the services during the development build out period. This note sets out the brief for bus infrastructure to be provided in the Grainger site area of the MDA. The attached plan indicates the proposed bus stop locations, including all the associated facilities listed below, as appropriate for each stop. The proposed bus stops (A,B,C,D,E,F,G,H,I,J,K,L,M,N,P) indicate the bus stop locations at final build out and take full account of the proposed development phasing and access needs. Existing bus stops on Hambledon Road and London Road (i,ii,iii,iv,v,vi,vii,viii,ix, x) will remain as indicated.

1. Proposed Bus Stops

Bus stops will be sited so that no property is located more than 400m from a bus stop and no more than 400m apart.

2. Bus Shelters - On Site Streets

Bus shelters will be provided at on site street stops that provide access to “town bound” service. They will be fully enclosed including seating and their size will be directly related to the expected number of passengers. The shelter supplier and design will be agreed with Hampshire County Council. (e.g., Adshel, Macemain & Amstrad’s Paragon). If possible the shelters will be illuminated using renewable energy. However, this will be dependent on the chosen supplier.

3. Bus Stop Poles

High quality bus stop poles will be provided at every bus stop with 6 x A4 portrait information display cases (examples of suitable suppliers include: Trueform, Externiture or similar).

4. Information Panels

Information panels will be provided inside all bus shelters to the specification provided by Hampshire County Council (“Double Royal Unit” size in the shelters).

5. Bus Stop Layouts & Design

None of the bus stops within the site will be provided with a lay by - all will be provided on the carriageway, with appropriate bus stop clearway markings, 3 metres of raised boarding kerbs of 160mm - 180mm will be provided at every bus stop on the site. The layouts will be designed in accordance with the DfT “Inclusive Mobility” guide showing best practice on access to transport infrastructure.

6. Real Time Information

Real time information will be provided at town bound bus stops on the site by extending the existing system on the A3. Where a shelter is not provided at a stop, a bus stop pole and flag incorporating real time information will be installed.

7. Litter Bins

A litter bin will be provided at every bus stop.

8. Cleaning, Maintenance and Repairs

Arrangements for maintenance of the proposed bus stops within the site will be set out within the S.38 Agreements for the streets to be offered for adoption.

SCHEDULE 4

Residential Travel Plan

SCHEDULE 5

Workplace Framework Travel Plan

SCHEDULE 6

Specification for Landscape Works

1 Standards of Workmanship and Materials

- 1.1 All landscape operations shall be undertaken by skilled landscape operatives working under a competent and experienced supervisor, to good horticultural standards in accordance with all relevant British Standards and Codes of Practice, to the reasonable satisfaction of the Relevant Authority.
- 1.2 All materials supplied and used shall be in accordance with the appropriate British Standard and shall conform to that specified in plans and schedules of planting submitted by the Developer and approved by the Relevant Authority.
- 1.3 Where workmanship or materials are not fully specified they are to be suitable for the purposes of the works, comply with any relevant British Standards and Codes of Practice and have the prior approval of the Relevant Authority.
- 1.4 The application of all herbicides and pesticides used in the execution of the works must comply with the "Control of pesticides Regulations" and the current Code of Practice. A Certificate of Competence shall be held by any person handling or applying pesticides. All products must have MAPP/MAFF approval for the purposes for which they are intended.

2 Protection and Ongoing Care of Retained Features

- 2.1 All existing site features and vegetation (trees, hedgerows, shrubs etc) to be retained shall be adequately protected to the satisfaction of the Relevant Authority. (Protection of trees and hedges shall be in line with BS5837 2005).
- 2.2 All retained trees, shrubs and hedges shall be periodically inspected for safety and condition. Remedial work shall be carried out as agreed with the Relevant Authority and retained features shall then be maintained in accordance with sound arboricultural and horticultural standards.
- 2.3 Areas of grass to be retained for amenity open space shall be kept fenced-off with temporary fencing during the agreed construction period, maintained in a tidy condition, free of broad leaf weeds and mown regularly throughout the period of the agreement. The land should not be used for storage of materials or for depositing rubbish, burning etc, unless specifically agreed otherwise with the Relevant authority.
- 2.4 If necessary for establishment purposes, new planting shall be protected by temporary fencing.
- 2.5 No trees shall be felled without prior approval by the project Landscape Architect or Tree Officer.

3 Site investigations and Remedial Actions

- 3.1 Topsoil - Existing depths and quality of topsoil shall be investigated to ascertain that it will sustain healthy growth of the intended planting, or that it can be rendered suitable for such purposes. Measures shall be taken to ensure that this is achieved.

- 3.2 Sub-soil - On some sites, in particular where there has been filling or contamination, it will be necessary to inspect the sub soil, to determine its nature and to undertake any remedial measures necessary to ensure that it is capable of sustaining healthy plant growth.
- 3.3 Drainage - Sites subject to waterlogging may require amelioration of the soil and/or installation of land drains to the approval of the Relevant Authority. Where development will result in a raising or lowering of the water table or where it will interfere with natural drainage patterns of water sources and have an adverse effect on retained vegetation or features; (e.g. springs, ponds, streams or ditches); measures shall be taken to address this.

4 Demolitions

- 4.1 Disused structures such as foundations, manholes, etc. should be demolished to minimum depths below finished levels, as follows:

(a) grass areas	450mm
(b) ground cover & perennial planting areas:	450mm
(c) shrub planting areas:	600mm
(d) tree planting areas	900mm

5 Site Preparation

- 5.1 The Contractor shall undertake complete weed and bramble control and clearance. The land shall be left fallow until the soil is weed free and uncontaminated before further work is undertaken.
- 5.2 The subsoil and topsoil shall have a good physical structure, be friable retentive of moisture and well drained. On sites where this is lacking, or the ground heavily compacted, cultivation of the whole area shall be undertaken. Topsoil shall be free from weeds; including couch grass; metal, concrete, hardcore large stones, lumps of clay or chalk and any other rubbish. Imported topsoil shall be one of the three grades described in the British standard 3882:1994 and suitable for the specific application.

6 Specification for Grass Areas

- 6.1 Areas to be grassed, shall be surface graded either by hand raking or by mechanical grading equipment, stones in excess of 50mm shall be removed along with all rubbish, dead roots, brambles, weeds and other deleterious materials.
- 6.2 Areas shall be cultivated to a minimum depth of 100mm and to a fine tilth before seeding or turfing. In areas inaccessible or awkward for machinery, hand cultivation will be required.
- 6.3 Topsoil shall be evenly spread and supplemented where necessary with compatible topsoil from a source to be approved by the Relevant Authority as per 5.2 above. Damage to soil structure by machine-induced compaction shall be avoided. A minimum depth of 100mm topsoil shall be provided after levelling unless otherwise agreed.

- 6.4 The final topsoil level after settlement shall be 25mm above adjacent paving or kerbs and 150mm below the damp-proof course of any building and shall be free from ruts and hollows.

7 Pre-seeding and Turfing

- 7.1 In preparation for sowing, the surface shall be lightly and uniformly firmed and reduced to a friable tilth up to 25mm deep by hand raking or harrowing with powered equipment.
- 7.2 An approved pre-seeding fertiliser shall be applied at the appropriate rate and evenly distributed on the prepared soil 3-5 days before seeding.

8 Grass Seeding

- 8.1 Operations for grass seeding shall be planned for sowing from the beginning of April to the end of May or during September, unless weather conditions dictate otherwise.
- 8.2 The seed shall be a mixture approved by the Relevant Authority. The Developer shall satisfy the Relevant Authority regarding the origin and germination of the seed which will be to BS 4428: 1989 and obtain approval of any variation.
- 8.3 Sowing shall be carried out during suitable calm weather conditions and sowing rates shall be appropriate for the situation and agreed with the Relevant authority. After sowing the ground shall be lightly raked or harrowed and then firmed with a lightweight roller.
- 8.4 Wild flora seed where required shall be sown mixed with a compatible grass seed mixture which shall be short growing and non aggressive.
- 8.5 Newly sown grass shall be protected by chestnut paling or equivalent and appropriate for the situation.

9 Turfing

- 9.1 Turves should be in accordance with B.S. 3969 1990, from an approved source.
- 9.2 The turves shall be laid when the weather is suitable ideally in autumn or early winter when the soil conditions are moist. No turf shall be laid in waterlogged conditions or periods of drought or frosty weather.
- 9.3 Turf shall be laid on the prepared soil bed in accordance with BS 4428. Any inequalities in finished levels shall be adjusted by raking or packing fine soil under the turf. Fine soil shall be brushed into the joints and seeded where necessary.
- 9.4 Watering shall be carried out where necessary to ensure establishment.

10 Grass Cutting for Sport, Play and Amenity areas

- 10.1 Initial cut - immediately before cutting, all stones above 25mm in diameter shall be removed and the area to be rolled with a lightweight roller to firm and consolidate the surface.
- 10.2 When the grass is 75mm high it shall be topped using a rotary mower to avoid pulling, so as to leave 25-50mm of growth. Any arisings shall be removed.
- 10.3 Subsequent cutting - the grass shall be cut again after a further 25mm of growth. It is to be maintained by cutting to a minimum height of 25mm and a maximum of 80mm throughout the period of maintenance.
- 10.4 Any shrinkage below the specified levels and areas showing insufficient covers of grass shall be rectified at the developer's expense.

11 Planting Generally

- 11.1 Planting shall be carried out in suitable weather, not in frost or drought conditions. Planting shall be carried between 1 October and 31 March and in accordance with the details and plans submitted by the Developer and approved by the Relevant Authority.

12 Tree Planting

- 12.1 All plant material shall be to the current BS 3936: Parts 1 and 4; and BS 4043 as appropriate.
- 12.2 All planting operations shall comply with BS 4043, BS 4428.
- 12.3 Excavations for tree pits shall be at least twice the diameter of the root spread and 1.5 times the depth of the roots. The bottom and sides of the hole shall be forked to loosen the soil.
- 12.4 Topsoil for backfilling shall be well mixed with tree planting compost or other material approved by the Relevant Authority in accordance with the manufacturer's instructions.
- 12.5 Trees shall be planted to the same depth at which they have previously been growing. Broken or damaged roots shall be cut back to sound growth; heavily coiled roots on container grown trees shall be loosened. Bare roots shall be spread evenly in the planting pit.
- 12.6 Fine soil shall be shaken between the roots and firmed to ensure close contact with the roots. Firming after back filling shall be such as to ensure that roots are held secure and that penetration of moisture is not restricted. After planting areas shall be raked over to remove footprints, etc.

13 Tree Stakes, Ties and protection

- 13.1 Stakes and ties shall be appropriate to the size and location of the tree. Standard trees shall be low doubled staked to avoid damage to the rootball and permit the crown of the tree to move.
- 13.2 Angled stakes shall be used for conifers and feathered trees, driven 1.0m into the ground at an angle of 45 degrees on the leeward side and one metre above ground level. The tree tie is to be secured to the stake with a 40mm galvanised nail. On

- slopes greater than 10 degrees all angled stakes are to be driven in against the angle of the slope.
- 13.3 Advanced nursery stock and root balled trees shall be secured by means of two stakes and two ties. Semi mature stock shall be secured using underground guying.
 - 13.4 The tree ties shall be purpose made and each tree shall be secured to the stake, so as to prevent excessive movement and abrasion.
 - 13.5 Young trees, whips and transplants should be protected from damage by rabbits, voles and deer etc with temporary tree shelters of plastic tube or slotted mesh. Where livestock are allowed into newly planted areas protective post and rail fences with wire netting will be required.
 - 13.6 Trees planted in hard surfaced areas will require permanent tree guards fixed in some cases to tree grilles. Such guards and grilles must be approved by the Relevant Authority.
- 14 Pruning**
- 14.1 Any pruning necessary to remove dead or damaged roots and branches shall be carried out at the time of planting.
- 15 Shrubs, Hedging, Transplants and Herbaceous Planting**
- 15.1 All planting material shall comply with BS3936 and be generally healthy disease free specimens.
 - 15.2 Shrubs shall be set out and planted to their finished densities and should not require subsequent thinning out. In formal shrub beds a mulch approved by the Relevant Authority shall be used to suppress weeds. Where shrubs, whips and transplants are planted into natural grassed areas the area should be treated with a non-residual herbicide prior to planting.
 - 15.3 Immediately prior to planting, all bare root stock shall have its roots thoroughly immersed in a solution of root dip in accordance with the manufacture's instructions unless otherwise agreed with the Council.
 - 15.4 Planting holes shall be dug to a minimum depth of 400mm and 150mm wider than root spread.
 - 15.5 Shrubs shall be set in the holes so that the soil level, after settlement, will be at the same level that the plant had been growing at previously. The holes shall be backfilled with topsoil, to half their depth and firmed by treading. The remaining topsoil shall then be returned and again firmed by treading.
 - 15.6 In formal shrub beds or plantings bounded by buildings or hard surfaces, shrubs are not to be planted within 450mm of the edge.
 - 15.7 Shrubs shall be cut back or pruned to encourage bushy growth.
 - 15.8 Plants for ground cover shall have stakes and ties removed.
- 16 Climbers and Wall Shrubs**

- 16.1 Climbers and wall shrubs shall have supports fixed before planting, using galvanised wire, galvanised screw type vine eyes and horticultural ties, to adjacent fencing posts, brickwork or walls, as required.
- 16.2 Trellis shall be fixed to timber battens or spacing pieces screwed into plugs set in the wall so that the trellis is not less than 12mm clear of the wall.
- 16.3 Planting pits adjacent to walls shall be at least 300mm wider than the root spread, 500mm deep and backfilled with good quality humus rich soil. Plants shall be at least 300mm from the wall with the roots spread away from the wall. Branches shall be secured firmly with flexible ties to the wire or trellis. The canes shall be retained when the plants are too young to reach the wire or trellis, or when the plants are of a self-clinging variety, when the cane should be angled to reach the required position.

17 Bulbs and Corms

- 17.1 Bulbs shall conform with BS 3936 part 9.
- 17.2 These shall be treated with Carbendazim before storage and planted with the appropriate tool and at a depth approximately 3 x bulb diameter, unless otherwise specified. The base of the bulb or corm shall be in contact with the topsoil at the base of the hole. Usually they shall be planted randomly at a density of approximately 15 per sq.m. In fine turf, a plug of turf shall be neatly removed and replaced after planting.

18 Hedge Planting

- 18.1 Plants shall be notch or trench planted. Hedge trenches shall be a minimum of 400mm deep and a minimum of 400mm wide for single rows and 750mm wide for double rows.
- 18.2 Planting shall be at 500-600mm spacings, with double rows staggered with 500-600mm between rows.

19 Watering

- 19.1 Watering shall be carried out to all planted areas if necessary to ensure establishment.

20 Protection

- 20.1 To protect newly seeded, turfed and planted areas the developers shall provide and erect protective fences of cleft chestnut in accordance with BS 1722; part 4. These fences shall be maintained by the developer, and when the area is established shall be removed and cleared away and the ground reinstated. Any damage caused to grass, turf or plants shall be made good before handover.

21 Maintenance

- 21.1 Provision shall be made for watering at the time of planting and throughout the growing season, to ensure satisfactory establishment. Contingency arrangements need to be made for periods when water restrictions apply.

- 21.2 All amenity planted areas and trees shall be refirmed after frost or wind if the soil has loosened, to include air pockets from around the roots.
- 21.3 All plant areas shall be kept free from weeds and grass until handover.
- 21.4 All amenity planting shall be periodically re-mulched to help with weed suppression and conservation of soil moisture.
- 21.5 All ties and plant supports shall be checked and adjusted as necessary.
- 21.6 Grassed areas shall be cut regularly to ensure the establishment of a dense sward and to maintain it in a tidy condition except areas of species rich grassland and meadow swards which will have a specific maintenance regime.
- 21.7 All plants that have failed to show signs of healthy growth are to be replaced at the developer's expense as soon as practicable.

SCHEDULE 7

Form of Completion Notice

SCHEDULE 8

Form of Adoption Notice

SCHEDULE 9

Open Space Transfer

SCHEDULE 10

Cricket Pitch Transfer

SCHEDULE 11

Affordable Housing Masterplan Strategy

EXECUTED as a DEED by affixing the
COMMON SEAL of **HAMPSHIRE COUNTY
COUNCIL** in the presence of:

Authorised Signatory

EXECUTED as a DEED by affixing the
COMMON SEAL of **WINCHESTER CITY
COUNCIL** in the presence of:

Head of Legal Services

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

Solicitor to the Council

EXECUTED as a DEED by **WEST
WATERLOOVILLE DEVELOPMENTS
LIMITED** acting by:

Director

Director/Secretary

EXECUTED as a DEED by **GRAINGER PLC**
acting by:

Director

Director/Secretary

EXECUTED as a DEED
by **MARK EDWARD THISTLETHWAYTE**
in the presence of:

Name
Address

Occupation

APPENDICES

List of Drawings

Appendix	Drawing Title	Drawing Number
1	Newlands Site Plan	SNUD 183989 S106/01
2	Social Infrastructure Plan	SNUD 183989 S106/03
3	Northern Primary School	SNUD 183989 S106/5
4	Southern Primary School	SNUD 183989 S106/6
5	Cemetery	SNUD 183989 S106/2 Rev e
6	Illustrative Phasing Plan	SNUD 183989 S106/8
7	SUDS Concept Layout	GTWVILLE2/DR/0001 PR04
8	Multi Use Greenway	GTWVILLE2/GA/0004 PR02 GTWVILLE2/GA/0005 PR02
9	S106 Highway Works Plan	GTWVILLE2/TP/0017 PR02
10	London Road Proposed Toucan Crossing	GTWVILLE2/TP/2206 PR01
11	Brambles South Link	GTWVILLE2/SK/0036 PR01
12	Southern Access General Arrangement Roundabout	GTWVILLE2/GA/0903 PR06
13	Proposed Purbrook Way Corridor Improvements	GTWVILLE2/GA/1001 PR04
14	Milk Lane General Arrangement	GTWVILLE2/GA/2003 PR02
15	Main Access	GTWVILLE2/SK/0032 PR03
16	Highway Infrastructure Phasing Plan	GTWVILLE2/SK/0034 PR04
17	On-Site Pedestrian/Cycle Route to Crookhorn School	GTWVILLE2/SK/0035 PR01
18	Construction Routing Plan	GTWVILLE2/TP/0018 PR01
19	Bus Stop Location Plan	GTWVILLE2/TP/0019 PR01
20	Off-Site Pedestrian/Cycle Route to Crookhorn School	GTWVILLE2/TP/2201 PR01 GTWVILLE2/TP/2202 PR01 GTWVILLE2/TP/2203 PR01

		GTWVILLE2/TP/2204 PR01 GTWVILLE2/TP/2205 PR01
21	Maurepas Way Toucan Crossing	GTWVILLE2/GA/0007 PR01
22	Not Used	
23	Public Access Masterplan	GTWVILLE2/SK/0041 PR01
24	Town Park Plan	D1821
25	River Restoration Plan	GTWVILLE2/RR/0004 PR03
26	Northern School Access Plan	GTWVILLE2/SK/0048 PR01
27	Lime Stabilisation Plan	GTWVILLE3/EW/04
28	Newlands Farm Community Nature Reserve	Figure 1