Dated 7th December 2012

(1) HAMPSHIRE COUNTY COUNCIL

(2) WINCHESTER CITY COUNCIL

(3) THE COUNCIL OF THE BOROUGH OF HAVANT

(4) TAYLOR WIMPEY UK LIMITED

(5) LAING HOMES LIMITED

(6) THE SWAYTHLING HOUSING SOCIETY LIMITED

FIRST SUPPLEMENTAL AGREEMENT AND PLANNING OBLIGATION

made under section 106 of the Town and Country Planning Act 1990

relating to land at Old Park Farm, Hambledon Road Winchester (West of Waterlooville Major Development Area)

APP/10/0828 and APP/12/00149
10/02863/OUT and 12/00265/FUL

File Ref:- PL1/6/1065

Howard Bone

Head of Legal Services

Winchester City Council

City Offices

Colebrook Street

Winchester

SO23 9LJ

THIS AGREEMENT is made on the 7th day of December 2012

BETWEEN

(1) **HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire SO23 8UJ ('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 Civic Offices Civic Centre Road Havant Hampshire PO9 2AX ('Havant')**

(4) **TAYLOR WIMPEY UK LIMITED (Company Registered Number 01392762) whose registered office is situated at St Davids Court Union Street Wolverhampton West Midlands WV1 3JE ('Taylor Wimpey')**

(5) **LAING HOMES LIMITED (Company Registered Number 00518602) whose registered office is situated at St Davids Court Union Street Wolverhampton West Midlands WV1 3JE ('Laing')**

(6) **THE SWAYTHING HOUSING SOCIETY LIMITED (Industrial and Provident Society No. IP10237R) of Collins House Bishopstoke Road Eastleigh Hampshire SO50 6AD ('Swaythling')**

WHEREAS

1. By the Principal Agreement dated 20 December 2007 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) Taylor Wimpey UK Limited (4) and Laing Homes Limited (5) the parties thereto covenanted to observe and perform certain covenants and obligations in respect of land at Old Park Farm, Hambledon Road Winchester (comprising part of the West of Waterlooville Major Development Area)

2. Taylor Wimpey Southern Counties have applied to Havant and Winchester under reference 12/00265/FUL (Winchester) and APP/12/00149 (Havant) for planning permission to vary Condition 28 of outline planning permission 05/00400/OUT (Winchester) and 05/40000/000 (Havant) relating to the removal of the requirement for an acoustic barrier adjacent to Brambles Business Park

3. Havant and Winchester have resolved to grant planning permission subject to Taylor Wimpey entering into this First Supplemental Agreement

4. The Principal Agreement refers to an agreement defined therein as "the Grainger Agreement"

5. West Waterlooville Developments Limited and Grainger plc submitted planning applications to Winchester and Havant respectively for the development of the Grainger Site and other land adjacent thereto pursuant to the Second Grainger Application (Winchester) and the Second Grainger Application (Havant)

6. The parties to the Grainger Agreement have entered into a further agreement ("the Second Grainger Agreement") under Section 106 of the Town and Country Planning Act 1990 and planning permission has been granted pursuant to the Second Grainger Application (Winchester) and the Second Grainger Application (Havant) accordingly.

7. Swaythling have acquired parts of the Wimpey Site and have agreed to enter into this First Supplemental Agreement with the intent that the amendments effected thereby shall bind those parts of the Wimpey Site owned by Swaythling

8. The parties hereto have agreed to vary the Principal Agreement to 1) apply a new form of tenure for Affordable Housing to the units shown as "Rented(TBA)" and "Rented (Disabled Occupation") on the attached plan 600-03 Rev. B 2) remove a restriction on occupation of Residential Units on the Taylor Wimpey Site.

NOW THIS DEED WITNESSES AS FOLLOWS:

PRELIMINARY AND RECITALS

[redacted]

A Definitions

A.1 Words and phrases used in this Deed are defined at Clause ~~2.1~~ 1.1. Save as otherwise provided words and phrases in this Deed shall have the meanings contained in the Principal Agreement.

B Purpose of Deed

B.1 This Deed is supplemental to and varies certain of the obligations contained in the Principal Agreement.

B.2 The Deed is being entered into to:-

a) provide that the development authorised by the Second Planning Permission is subject to the provisions of the Principal Agreement;

b) vary the tenure for the Affordable Housing shown on the attached plan 600-03 Rev. B;

c) remove a restriction on occupation of Residential Units on the Taylor Wimpey Site;

d) to acknowledge the Second Grainger Agreement.

B.3 The provisions of this Deed bind the Land (and each and every part of it) the parties and their successors in title save where this Deed expressly provides to the contrary

C Statutory Authorities

C.1 The County Council Havant and Winchester are for the purposes of Sections 106 and 106A of the Act the authorities which can enforce the terms of this Agreement

C.2 This Deed is made pursuant to the provisions Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 and all other powers enabling

D Planning

D.1 This Deed is supplemental to the Principal Agreement which is varied by the provisions of this Deed

E Land Ownership

E.1 Save for the land comprised within title numbers HP 752606, HP752713, and HP752714, the land shown edged red on the attached plan number 600-03B is within the ownership of Laing Homes and/or Taylor Wimpey free of any legal charge

1 DEFINITIONS AND INTERPRETATION

1.1 In this Undertaking (including the Recitals) the following expressions shall have the following meanings:

"Developer"	Means Taylor Wimpey and Laing
"Principal Agreement"	Means an agreement dated 20 December 2007 and made between Hampshire County Council Winchester City Council The Council of the Borough of Havant Taylor Wimpey UK Limited and Laing Homes Limited) in respect of the Wimpey Site
"Second Grainger Agreement"	Means an agreement dated 30 March 2012 and made between Hampshire County Council (1) Winchester City Council (2) The Council of the Borough of Havant (3) West

	Waterlooville Developments Limited (4) Grainger plc (5) and Mark Edward Thistlethwayte (6) in respect of the Grainger Site and the Grainger Reserved Land
"Second Grainger Application (Havant)"	Means an application for the development of part of the Grainger Site and other land adjacent thereto within the Borough of Havant by West Waterlooville Developments Limited and Grainger plc bearing statutory register number APP/10/0828
"Second Grainger Application (Winchester)"	Means an application for the development of part of the Grainger Site and other land adjacent thereto within the Winchester District by West Waterlooville Developments Limited and Grainger plc bearing statutory register number 10/02863/OUT/W19499/01
"Second Grainger Application"	Means the Second Grainger Application (Havant) and the Second Grainger Application (Winchester)
"Second Havant Application"	Means the application by Taylor Wimpey Southern Counties to Havant under reference APP/12/00149 for planning permission to vary Condition 28 of outline planning permission 05/40000/000 issued by Havant under such reference and dated 4 January 2008
"Second Planning Permission"	Means the planning permissions which may be granted pursuant to the Second Havant Application and the Second Winchester Application
"Second Winchester Application"	Means the application by Taylor Wimpey Southern Counties to Winchester under reference 12/00265 for planning permission to vary Condition 28 of outline planning permission 05/00400/OUT issued by Winchester under such reference and dated 4 January 2008

5 THE DEVELOPER'S COVENANTS

5.1 The Developer for itself and its successors in title to the Wimpey Site and each and every part of it hereby covenants in favour of the County Council Havant and Winchester to observe perform and abide by the obligations restrictions limitations and covenants contained in this Deed

6 NEW PLANNING OBLIGATIONS

6.1 The covenants obligations agreements and restrictions set out in the Principal Agreement (as varied by the provisions of this Deed) shall apply to the Wimpey Site from the date hereof

7 VARIATIONS TO THE PRINCIPAL AGREEMENT

7.1 The variations set out in the Schedule hereto shall have effect.

7.2 The Developer shall consolidate and update the Affordable Housing Masterplan Strategy no later than one month after the date of this Deed to reflect the incorporation of the new definition of Affordable Rented Housing and the provisions of the Deed, such updating to include details of the proposed initial rent and service charges.

8 AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared by the parties hereto that:

8.1 Except in so far as legally or equitably permitted this Deed shall not prejudice fetter or affect the exercise of any statutory power duty or discretion of the County Council Havant or Winchester

8.2 The terms of the Principal Agreement except as varied by this Deed are confirmed as if the same were set out in this Deed in full and that such terms as so varied shall for all purposes be deemed incorporated in this Deed.

8.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

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

SCHEDULE

Variation of Principal Agreement

1 **Definitions**

1.1 The Definitions set out in Clause 1.1 above shall be deemed to have been included in the Principal Agreement

1.4 The following definitions in Clause 2.1 of the Principal Agreement shall be amended as set out below:-

Defined Term in Principal Agreement	Amended Defined Term	Amendment to definition
"Affordable Housing Units"	**"Affordable Housing Units" (No change)**	Insert "and/or Affordable Rented Units" after "Social Rented Units"
"Grainger Application (Havant)"	**"Grainger Application (Havant)" (no change)**	Insert at end "and/or the Second Grainger Application (Havant)
"Grainger Application (Winchester)"	**"Grainger Application (Winchester)" (no change)**	Insert at end "and/or the Second Grainger Application (Winchester)
"Grainger Application (Havant)"	**"Grainger Application (Havant)" (no change)**	Insert at end "and/or the Second Grainger Application (Havant)
"Housing Corporation"	**"HCA"**	Replace with:- "the Government agency being the Homes and Communities Agency that is responsible for funding new affordable housing and regulating Registered Providers in England (or any successor body)"
"Intermediate Affordable Housing"	**"Intermediate Affordable Housing" (no change)**	Insert at end "PROVIDED THAT the units of Affordable Rented Housing as identified on drawing number 600-03B annexed to the First Supplemental Agreement shall not be treated as Intermediate Housing
"Registered Social Landlord"	**"Registered Provider"**	Delete the following words:- "means any organisation which is registered with the HCA under the provisions of Chapter 1 Section 1 of the Housing Act 1996 and which from time to time…" Replace with:-

Defined Term in Principal Agreement	Amended Defined Term	Amendment to definition
		"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 and which from time to time…"

2 **Grainger Agreement**

2.1 All references in the Principal Agreement to "the Grainger Agreement" shall be taken to include a reference to the Second Grainger Agreement.

3 **Other Variations**

3.1 Where a defined term which is amended in 1.3 above appears in the Principal Agreement it shall be deemed to include a reference to the amended defined term as set out in 1.3 above.

4 **Affordable Housing**

4.1 Additional Clauses 6.41 and 6.42 shall be added as follows:-

"**Affordable Rented Units**

6.41 The provision of Affordable Housing Units as required by this agreement may be met by the provision of Affordable Rented Units as Affordable Housing Units and from the date of the First Supplemental Agreement the plan and schedule annexed to the approved Affordable Housing Phase Strategy for Phases 3 and 4 shall be replaced by the drawing number 600-03Band schedule attached to the First Supplemental Agreement

6.42 No further approvals shall be required to change the tenure of any Affordable Rented Units to Social Rented Units."

4.2 The following minor amendments shall also be made:-

4.2.1 Clause 6.2 shall be amended by inserting the following words before the words "and the balance shall be":-

"except in respect of Phases 3 and 4 only where no less than 50% within each Phase shall be Affordable Rented Units".

4.2.2 Clause 6.40 shall be amended by adding the following words at the end thereof:-

"...PROVIDED THAT following a final review after the transfer of the final Affordable Housing Unit to a Registered Provider in accordance with this Agreement then no further reviews under this Clause shall be required."

4.2.3 Clause 6.30.3 shall be amended by the addition of the following words at the end thereof:-

"AND in any event the Purchase Price is to be agreed or determined within ONE(1) MONTH of the date of acceptance of the Offer or the decision to nominate to a nominee by the Relevant Authority in accordance with clause 6.30.2 above

4.2.4 Clause 6.30.4 shall be amended by deleting the reference to TWO(2) months and inserting ONE(1) month

36/4007

EXECUTED as a DEED by affixing)
the COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:-)

[redacted]

Authorised Signatory

EXECUTED as a DEED by affixing)
the COMMON SEAL of WINCHESTER CITY)
COUNCIL in the presence of:-)

[redacted]

No. IN SEAL REGISTER 8474

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:-)

[redacted]

Head of Legal Services

EXECUTED as a DEED by TAYLOR WIMPEY UK)
LIMITED acting by its attorneys in the presence of:-)

EXECUTED as a DEED by LAING HOMES LIMITED)
acting by its attorneys in the presence of:-)

EXECUTED as a DEED by Affixing the Common)
Seal of The SWAYTHLING)
HOUSING SOCIETY LIMITED in the presence of:-)

Authorised Signatory [redacted]

Authorised Signatory

3074

'Dukes Meadow' Old Park Farm, Waterlooville
Affordable Housing Phase Strategy for Phases 3 and 4

1. INTRODUCTION

1.1 Taylor Wimpey herewith submits an Affordable Housing Phase Strategy for the residential development at 'Dukes Meadow' Old Park Farm, Waterlooville Phases 3 and 4 as required under the S106 Agreement relating to 'Land at Old Park Farm south of Hambledon Road Waterlooville Hampshire.' Outline planning permission was granted via the planning applications numbers 05/420000/000 (Havant DC) and 05/00500/OUT (Winchester CC).

1.2 The Affordable Housing Phase Strategy has been produced in consultation with Simon Maggs of Winchester CC and Julie Watson-Cowen of Havant BC.

2. AFFORDABLE HOUSING PHASE STRATEGY FOR PHASES 3 AND 4

2.1 The Strategy
Clause 6.25 of the S106 agreement requires the submission and approval of an Affordable Housing Phase Strategy. Clause 6.26 sets out the requirements for the Strategy as noted below.

2.2 Plan of AHU showing location (S106 clause 6.26.1)
A plan showing the location of the Affordable Housing Units (Affordable Housing Plan Draft Drg. No. 600-03 Rev. B) was included in the Reserved Matters application. The same drawing is attached to this strategy.

2.3 Schedule of the number, type, mix, size, tenure of the Affordable Housing Units (Section 106 clause 6.26.2)
The Schedule of Accommodation of the Affordable Housing Units is at Annex 1. The Intermediate units will be Shared Ownership.

2.4 Details of the Registered Social Landlord (Section 106 clause 6.26.3)
A Registered Social Landlord/Registered Partner (RSL) has yet to be selected. As required by the Section 106 Agreement the RSL will be an organisation which is registered by the Homes and Communities Agency under Chapter 1 Section 1 of the Housing Act 1996 and which has a partnership agreement with the Councils or which is approved in writing by the Councils.

2.5 Schedule of funding arrangements (Section 106 clause 6.26.4)
Taylor Wimpey does not intend to apply for grant funding for these units. No specific application has been made for grant funding however, the partner RSL may at some date in the future apply for grant funding.

2.6 How the Intermediate Affordable Housing will be provided in satisfaction of the requirements of clause 6.7 (Section 106 clause 6.26.5)
The Intermediate Affordable Housing Units will be provided by the RSL initially using funding provided by them. The costs to the occupiers of the Intermediate Affordable Housing Units will meet the requirements of the Affordability Test at clause 6.8 of the Section 106 Agreement.
All staircasing receipts will be recycled in accordance with clause 6.34 of the Section 106.
There will be no Developer Subsidy that could be recycled.

2.7 Timetable for the provision of the Affordable Rented Wheelchair accessible Housing and mechanism for agreeing the fit out as per clause 6.10 (Section 106 clause 6.26.6)
The Wheelchair accessible units will be constructed at the same time as the other Affordable Housing Units and will be part of the same building contract. At the moment it is expected that all the Affordable Housing Units will be completed by 2015/16. The fit out specification will be agreed with the partner RSL and local authorities prior to second fix stage of construction.

2.8 Scale plans of each Affordable Housing Unit (Section 106 clause 6.26.7)
The scale plans are as already submitted with the Reserved Matters application. Taylor Wimpey hereby confirms that the units comply with the requirements of clause 6.11 (minimum net internal areas).

2.9 Details of the management/service charges for the Affordable Housing Units (S106 clause 6.26.8)
As with previous phases there will be no estate management company charges or other service charges applied to the Affordable Housing Units. The RSL will be responsible for managing and maintaining everything on the freehold land that it owns

Annex 1 Schedule of Accommodation of the Affordable Housing Units

Phase	Plot No.	Code	Type	Tenure	Bed rooms	Bed spaces	Sq.ft	Sq.m
Phase 3	225	B2(d)	Ground floor apartment	Affordable Rent (wheelchair)	2	3	755	70
Phase 3	226	B2(d)	Ground floor apartment	Affordable Rent (wheelchair)	2	3	755	70
Phase 3	227	A1	Apartment	Affordable Rent	1	2	518	48
Phase 3	228	A1	Apartment	Affordable Rent	1	2	518	48
Phase 3	229	A1	Apartment	Affordable Rent	1	2	518	48
Phase 3	230	A1	Apartment	Affordable Rent	1	2	518	48
Phase 3	231	B3	Apartment	Affordable Rent	2	3	753	70
Phase 3	247	F2	House	Intermediate	3	5	987	92
Phase 3	248	F2	House	Intermediate	3	5	987	92
Phase 3	249	F2	House	Intermediate	3	5	987	92
Phase 3	250	F2	House	Intermediate	3	5	987	92
Phase 3	251	F2	House	Intermediate	3	5	987	92
Phase 4	275	F2	House	Affordable Rent	3	5	987	92
Phase 4	276	F2	House	Affordable Rent	3	5	987	92
Phase 4	277	F2	House	Affordable Rent	3	5	987	92
Phase 4	278	F2	House	Affordable Rent	3	5	987	92
Phase 4	279	F2	House	Affordable Rent	3	5	987	92
Phase 4	284	D7	Apartment	Intermediate	2	3	678	63
Phase 4	285	D7	Apartment	Intermediate	2	3	678	63
Phase 3	338	P1	House	Affordable Rent	3	5	947	88
Phase 3	341	P1	House	Affordable Rent	3	5	947	88
Phase 3	342	P1	House	Affordable Rent	3	5	947	88
Phase 3	345	E1	House	Intermediate	2	4	802	75
Phase 3	346	E1	House	Intermediate	2	4	802	75
Phase 3	347	E1	House	Intermediate	2	4	802	75
Phase 3	348	E1	House	Intermediate	2	4	802	75

Phase 3	351	P1	House	Affordable Rent	3	5	947	88
Phase 3	352	E2	House	Affordable Rent	2	4	802	75
Phase 3	353	E1	House	Affordable Rent	2	4	802	75
Phase 3	355	E1	House	Affordable Rent	2	4	802	75
Phase 3	356	D4	Apartment	Affordable Rent (wheelchair)	2	3	775	72
Phase 3	357	D5	Apartment	Affordable Rent	2	4	872	81
Phase 3	358	D3	Apartment	Affordable Rent	2	3	678	63
Phase 3	359	E1	House	Affordable Rent	2	4	802	75
Phase 3	360	E1	House	Affordable Rent	2	4	802	75
Phase 3	361	E1	House	Intermediate	2	4	802	75
Phase 3	362	E1	House	Intermediate	2	4	802	75
Phase 3	363	E1	House	Intermediate	2	4	802	75
Phase 3	364	E1	House	Intermediate	2	4	802	75
Phase 3	365	E1	House	Intermediate	2	4	802	75
Phase 3	366	E1	House	Intermediate	2	4	802	75
Phase 3	367	D5	Apartment	Intermediate	2	4	872	81
Phase 3	370	E1	House	Affordable Rent	2	4	802	75
Phase 3	371	E1	House	Affordable Rent	2	4	802	75
Phase 3	372	E1	House	Affordable Rent	2	4	802	75
Phase 3	373	E1	House	Affordable Rent	2	4	802	75
Phase 3	375	E1	House	Intermediate	2	4	802	75
Phase 3	377	E1	House	Intermediate	2	4	802	75
Phase 3	378	E1	House	Intermediate	2	4	802	75
Phase 3	379	E1	House	Intermediate	2	4	802	75
Phase 3	381	E2	House	Affordable Rent	2	4	802	75
Phase 3	382	E2	House	Intermediate	2	4	802	75
Phase 3	398	F2	House	Affordable Rent	3	5	987	92
Phase 3	399	F2	House	Affordable Rent	3	5	987	92
Phase 3	400	E1	House	Intermediate	2	4	802	75
Phase 3	401	E1	House	Intermediate	2	4	802	75
Phase 3	408	E2	House	Intermediate	2	4	802	75
Phase 3	409	E2	House	Intermediate	2	4	802	75
Phase 3	410	E2	House	Intermediate	2	4	802	75
Phase 3	411	G	House	Affordable Rent	3	5	915	85
Phase 3	412	P2	House	Affordable Rent	3	5	947	88
Phase 3	413	P2	House	Affordable Rent	3	5	947	88
Phase 3	414	P2	House	Affordable Rent	3	5	947	88
Phase 3	415	P2	House	Affordable Rent	3	5	947	88
Phase 3	416	D6	Apartment	Affordable Rent	2	3	678	63
Phase 3	420	F1	House	Affordable Rent	3	5	987	92

Phase 3	421	F1	House	Affordable Rent	3	5	987	92
Phase 3	422	F1	House	Affordable Rent	3	5	987	92
Phase 3	423	F1	House	Affordable Rent	3	5	987	92
Phase 3	424	F1	House	Affordable Rent	3	5	987	92
Phase 3	425	F1	House	Affordable Rent	3	5	987	92
Phase 3	436	H	House	Affordable Rent	4	7	1130	105
Phase 3	437	H	House	Affordable Rent	4	7	1130	105
Phase 3	438	H	House	Affordable Rent	4	7	1130	105
Phase 3	439	H	House	Affordable Rent	4	7	1130	105
Phase 3	440	H	House	Affordable Rent	4	7	1130	105
Phase 3	441	H	House	Affordable Rent	4	7	1130	105
Phase 3	442	F3	House	Intermediate	3	5	987	92
Phase 3	443	F3	House	Intermediate	3	5	987	92
Phase 3	444	F3	House	Intermediate	3	5	987	92
Phase 3	445	F3	House	Intermediate	3	5	987	92
Phase 3	446	F3	House	Intermediate	3	5	987	92
Phase 3	447	P2	House	Affordable Rent	3	5	947	88
Phase 3	456	F1	House	Affordable Rent	3	5	987	92
Phase 3	457	F1	House	Affordable Rent	3	5	987	92
Phase 3	458	F1	House	Affordable Rent	3	5	987	92
Phase 3	459	F1	House	Affordable Rent	3	5	987	92
Phase 3	460	V1	House	Affordable Rent (wheelchair)	3	5	1270	118
TOTALS	**88**						**77,763**	**7,224**

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