

DATED 3RD SEPTEMBER 2025

Deed of Variation

to a section 106 Agreement
relating to land west of London
Road, Waterlooville, Hampshire

- (1) Hampshire County Council
- (2) Winchester City Council
- (3) The Council of The Borough of Havant
- (4) West Waterlooville Developments Limited
- (5) Grainger Plc

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This Deed is made on 3RD SEPTEMBER 2025

Between

- 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 at Citygate, Saint James Boulevard, Newcastle Upon Tyne NE1 4JE (**WWDL**); and
- 5 **Grainger Plc** (Company number 00125575) whose registered office is Citygate, Saint James Boulevard, Newcastle Upon Tyne NE1 4JE (**Grainger**).

Background

- (A) WWDL is the freehold owner of the Site registered at HM Land Registry under Title numbers HP657720, HP321297, SH14845, HP790843, HP790844 and HP790845, HP790846.
- (B) Grainger is the registered proprietor of the freehold of the parts of the Site which are registered at the Land Registry under title numbers HP567131, and HP645724. (HS)
- (C) Planning permission was granted pursuant to the Planning Application by a decision dated 30 March 2012 for the Development of the Site. Havant (HS) *
- (D) A Section 106 Agreement dated 30 March 2012 and made between (1) the County Council (2) Winchester (3) Havant (4) West Waterlooville Developments Limited (5) Grainger Plc and (6) Mark Edward Thistlethwayte. (the "Principal Agreement") was entered into in respect of the Site. (HS)
- (E) The parties to this Deed agree that the Principal Agreement should be varied on the terms now following:

The parties agree as follows:

- 1 **Definitions and interpretation**
 - 1.1 Save where expressly stated otherwise the words and expressions used in this Deed shall have the meaning assigned to them in the Principal Agreement.
 - 1.2 In this Deed the following terms have the following meanings:

Principal Agreement: the agreement pursuant to section 106 of the Act dated 30 March 2012 between (1) the County Council (2) Winchester (3) Havant (4) West Waterlooville Developments Limited (5) Grainger Plc and (6) Mark Edward Thistlethwayte.
 - 1.3 Clause headings shall not affect the interpretation of the Deed.
 - 1.4 Unless the context otherwise requires, reference to clauses are to the clauses of this Deed.
 - 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

* 18 April 2012 and the Winchester Application by a decision dated

- 1.7 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.8 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its statutory functions.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 An obligation in the Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 Where an obligation fails to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 Statutory provisions

- 2.1 This Deed is made pursuant to the provision of sections 106A of the 1990 Act, section 111 of the Local Government Act 1972, and any other enabling powers.
- 2.2 This Deed is supplemental to the Principal Agreement which otherwise shall continue in full force and effect.
- 2.3 This Deed shall come into effect upon the date of this Deed.
- 2.4 Where any obligation under the Principal Agreement has been complied with that obligation shall be deemed to have been complied with under the Principal Agreement as varied by this Deed.
- 2.5 The parties to this Deed agree that the Principal Agreement shall be varied from the date hereof as contained in clause 3.

3 Variation to the Principal Agreement

- 3.1 Save as expressly varied by this Deed the Principal Agreement shall remain in full force and effect.

- 3.2 The definition of **Affordable Housing Land** shall be deleted and replaced as follows:

***"Affordable Housing Land:** the land upon which the Affordable Housing Units as specified in clause 8 and identified in the Affordable Housing Masterplan 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."*

- 3.3 The definition of **Arts Contribution** shall be deleted and replaced as follows:

***"Arts Contribution:** the sum of £420,291 (Indexed) payable by the Developer to Winchester as set out in Clause 16 of this Deed of which Winchester acknowledge £112,301.08 has been received."*

- 3.4 The definitions of **Community Development Contribution** and **Community Development Worker** shall be deleted in their entirety.

- 3.5 The definition of **Affordable Rented Units** shall be deleted and replaced as follows:

***"Affordable Rented Units:** those Residential Units let at rents which will be no higher than 80% market rent (including any service charge payable) or 100% Local Housing Allowance rates (for Portsmouth Broad Rental Market Area, or other such administrative area that may apply to the development at the time), whichever is the lower AND which are let on tenancies granted for at least 5 years (or 6 years for a first letting to include a starter tenancy) AND that are owned and*

managed by Registered Providers PROVIDED THAT the rents may be increased annually during the tenancy in accordance with the provisions of the Regulator for Social Housing's Rent Standard, and the expression 'Affordable Housing Unit' shall have a corresponding meaning as the context requires."

- 3.6 A new definition of **County Monitoring Fee** shall be added as follows:

County Monitoring Fee: the sum of ~~£6,600~~ ^{£6,800} (six thousand ~~six~~ ^{eight} hundred pounds) in respect of monitoring of obligations by the County Council."

- 3.7 The definition of **Further Workplace Travel Plan Deposit Instalment** shall be deleted and replaced as follows:

"Further Workplace Travel Plan Deposit Instalment(s): the sum of Twelve Thousand, One Hundred and Thirty-Eight pounds (£12,138) Indexed) to be paid to the County Council in instalments pursuant to clause 22.3 such instalments in total not to exceed Thirty-Five Thousand Four Hundred and Fourteen Pounds (£35,414) (Indexed)."

- 3.8 The definition of **Housing Mix Ratio** shall be deleted and replaced as follows:

"Housing Mix Ratio: unless otherwise agreed with the Relevant Authority (in any 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%			

- 3.9 The definitions of **"Main Access Toucan Crossing Contribution Part 1"** and **"Main Access Toucan Crossing Part 2"** shall be amended by the deletion of the word **"Toucan"**

- 3.10 A new definition of **"Purbrook Corridor Study Work Contribution"** inserted as follows:

"Purbrook Corridor Study Work Contribution: a contribution of the sum of £200,000 (two hundred thousand pounds) for the scheme review and design, surveys, public consultation and any other such ancillary works to support the redesign of the Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works and duelling works between College Road up to and including Stakes Road/Stakes Hill Road Roundabout"

- 3.11 The definition of **Off-Site Highway Works** shall be amended so as to delete the following words from the definition:
- *The Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Works*
- 3.12 A new definition of **Safer Routes to School Strategy** is inserted as follows:
- “Safer Routes to School Strategy:** *the document entitled ‘Safer Routes to School’ appended at Schedule 12”*
- 3.13 A new definition of **Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Contribution** inserted as follows:
- “Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Contribution”** means the sum of four million three hundred and forty four thousand four hundred and twenty-four pounds (£4,344,424) to be utilised on the Purbrook Way corridor from College Road up to and including the Stakes Road/Stakes Hill Road Roundabout in order to provide improvements that support the multimodal needs of the area as identified through the Purbrook Corridor Study Work (Indexed from May 2023)
- 3.14 The definition of **Workplace Travel Plan Deposit** shall be deleted and replaced as follows:
- “Workplace Travel Plan Deposit:** *the sum of Twenty-Seven Thousand Five Hundred and Forty Pounds (£27,540).”*
- 3.15 Clause 7.2.4 shall be deleted and replaced as follows:
- “7.2.4 indicatively identify the proposed environmental and ecological mitigation considerations associated with the Phased Area;”*
- 3.16 Clause 7.2.6 shall be deleted and replaced with “Clause not used”.
- 3.17 Clause 7.2.7 shall be deleted and replaced as follows:
- “7.2.7 include confirmation that the Phased Area will comply with the Affordable Housing Masterplan Strategy.”*
- 3.18 Clause 7.2.8 shall be deleted and replaced with “Clause not used”.
- 3.19 Clause 7.2.9 shall be deleted and replaced as follows:
- “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.”*
- 3.20 Clause 7.2.10 shall be deleted and replaced with “Clause not used”.
- 3.21 Clause 8.1.3 and clause 8.1.4 shall be deleted and replaced as follows:
- “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 between thirty-five and forty-five per cent (35 - 45%) of the Residential Units on that Phased Area shall be 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 by the Relevant Authority or pursuant to clauses 8.13 and 8.15);”*

- 3.22 Clause 8.2 shall be deleted and replaced as follows:
- "The Developer shall agree in writing with the County Council and the Relevant Authority prior to Occupation of 1,303 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:"*
- 3.23 Clause 8.4.2 shall be deleted and replaced as follows:
- "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 1,850 Residential Units on the Site then the Extra Care Facility Land shall be transferred back to the Developer for £1;"*
- 3.24 Clause 8.10.2 shall be deleted and replaced as follows:
- "8.10.2 where the said Reserved Matters Area is identified as not providing any Affordable Housing Units; or"*
- 3.25 Clause 8.30.1 shall be deleted and replaced with "Clause not used".
- 3.26 Clause 8.32.1 shall be deleted and replaced as follows:
- "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;"*
- 3.27 Clause 8.32.9 shall be deleted and replaced with "Clause not used".
- 3.28 Clause 8.57 shall be deleted and replaced as follows:
- "8.57 Any Affordable Housing Reserved Matters Area Strategy shall be reviewed annually."*
- 3.29 Clause 9.3 shall be deleted and replaced with "Clause not used".
- 3.30 Clause 9.4 shall be deleted and replaced as follows:
- "9.4 The Developer shall construct in each Phased Area the public access routes approved in the Phased Area Strategy agreed in writing between the Parties 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 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)."*
- 3.31 Clause 9.6 shall be deleted and replaced as follows:
- "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 agreed between the Parties in writing for the Phased Area to which the Reserved Matters Approval relates."*

- 3.32 Clause 9.8 shall be deleted and replaced as follows:

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 to be agreed in writing between the Parties."

- 3.33 Clause 9.12 shall be deleted and replaced as follows:

"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 any Reserved Matters Approval."

- 3.34 Clause 9.13 shall be deleted and replaced as follows:

"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 (where appropriate) the Landscape Specification."

- 3.35 Clause 9.33 shall be deleted and replaced as follows:

"9.33 The Developer shall obtain approval in writing from 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 Occupation of 1,550 Residential Units."

- 3.36 Clause 9.35 shall be deleted and replaced as follows:

"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 1,650 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."

- 3.37 Clauses 9.40 and 9.41 shall be deleted and replaced as follows:

"9.40 The Developer shall not Occupy more than 1,550 Residential Units comprised within the Site unless it has obtained the approval in writing of the Relevant Authority pursuant to clause 9.33."

9.41 The Developer shall not Occupy more than 1,650 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 deemed accepted pursuant to clause 34."

3.38 Clause 9.94.3 shall be deleted and replaced as follows:

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

<i>Phase</i>	<i>Provision</i>	<i>Trigger (approval)</i>	<i>Trigger (completion)</i>
<i>2</i>	<i>LEAP within Town Park</i>	<i>200</i>	<i>320</i>
<i>3</i>	<i>LEAP within Town Park</i>	<i>550</i>	<i>650</i>
<i>6</i>	<i>LEAP</i>	<i>1,350</i>	<i>1,450</i>
<i>9</i>	<i>LEAP</i>	<i>1,700</i>	<i>2,000</i>
<i>9</i>	<i>NEAP</i>	<i>1,700</i>	<i>2,000</i>
<i>12/13</i>	<i>NEAP</i>	<i>1,200</i>	<i>1,500</i>

3.39 Clauses 10.1 to 10.16 inclusive shall be deleted and replaced as follows:

"10.1 Prior to Occupation of 1,200 Residential Units comprised within the Site in respect of the Northern Allotments and prior to Occupation of 1,700 Residential Units comprised within the Site in respect of the Southern 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 space is to be suitable for disabled persons in the case of the Northern Allotments.*

10.2 The Developer shall provide the Northern Allotments in accordance with the details approved pursuant to clause 10.1 prior to Occupation of 1,373 Residential Units comprised within the Site or upon Occupation of the final Residential Unit in Phase 9 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 Northern 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 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 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 Northern 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 Northern Allotments;*
- 10.4.4 *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*
- 10.4.5 *such necessary rights of support shelter and protection from the Site if applicable.*
- 10.5 *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 10.4.*
- 10.6 *The Developer shall provide the Southern 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 Southern Allotments or Occupation of the Final Residential Unit in Phase 13 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 Southern 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 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 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 Southern 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 Southern Allotments;*
- 10.8.4 *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*
- 10.8.5 *such necessary rights of support shelter and protection from the Site if applicable.*
- 10.9 *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 10.8.*
- 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 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 Northern 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 Southern Allotments.*
- 10.13 *The Developer shall not Occupy more than 1,373 Residential Units comprised within the Site 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.*
- 10.14 *The Developer shall not Occupy more than 1,400 Residential Units comprised within the Site unless and until the Northern Allotments have been transferred to Winchester in accordance with the requirements of clause 10.4.*
- 10.15 *The Developer shall not Occupy more than 2,000 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.*
- 10.16 *The Developer shall not Occupy more than 2,025 Residential Units comprised within the Site unless and until the Southern Allotments have been transferred to Winchester in accordance with the requirements of clause 10.8."*
- 3.40 *Clauses 12.1 and 12.2 shall be deleted and replaced with "Clause not used".*
- 3.41 *Clause 12.3 shall be deleted and replaced as follows:*
 - "12.3 Prior to the Occupation of 250 Residential Units comprised within the Site, the Developer shall agree in writing with the Relevant Authority:*
 - 12.3.1 the location of the Community Centre;*
 - 12.3.2 the location of a temporary community centre (**Temporary Community Centre**) to be provided and maintained at the Developer's cost until the obligation in*

clause 12.5 below is fulfilled which will house the services and discharge the functions of the Community Centre until the Community Centre has been brought into use;

12.3.3 a timetable and specification for the erection of the Temporary Community Centre, the maintenance of the Temporary Community Centre whilst it is in use, and the demolition of the Temporary Community Centre by the Developer once the Community Centre has been Occupied;

and construct the Temporary Community Centre in a good and workmanlike manner in accordance with the scheme and specification agreed in accordance with clause 12.3.3 above.

3.42 *Clauses 12.5, 12.6 and 12.7 shall be deleted and replaced as follows:*

"12.5 The Developer shall provide the Community Centre in a location and in accordance with a timetable and specification agreed in writing with the Relevant Authority prior to Occupation of 1,850 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 1,850 Residential Units comprised within the Site.

12.7 Prior to Occupation of 1,900 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."

- 3.43 Clauses 12.9 and 12.10 shall be deleted in their entirety.
- 3.44 Clause 12.12 shall be deleted and replaced as follows:
- "12.12 The Developer shall not Occupy more than 1,850 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."*
- 3.45 Clauses 12.13 to 12.23 shall be deleted in their entirety.
- 3.46 Clause 16.1 shall be deleted and replaced as follows:
- "16.1 The Developer shall pay to Winchester the Arts Contribution (Indexed) 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 (which Winchester acknowledges has already been paid as at the date of this Deed);*
- 16.1.2 Twenty Thousand Two Hundred and Ninety Pounds and Fifty-Eight Pence (£20,291) (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."*
- 3.47 Clause 20.11 shall be amended by the addition of the following wording: "and covenants to secure and implement the Safer Routes to School Strategy prior to the opening of the Southern Primary School and to review the Safer Routes to School Strategy annually with the County Council and the Travel Plan Co-ordinator"
- 3.48 Clauses 20.45 to Clause 20.48 shall be deleted and replaced as follows:
- "20.45 Unless otherwise agreed in writing, the Developer shall have commenced the Southern Access Works prior to Occupation of 1353 Residential Units comprised within the Site or 1 May 2026, whichever is soonest.*
- 20.46 Unless otherwise agreed in writing, the Developer shall carry out and complete to Completion Certificate Standard the Southern Access Works within 12 months of commencement of the Southern Access Works secured by the Highways Agreement.*
- 20.47 Unless otherwise agreed in writing, the Developer shall enter into a Highways Agreement for the Southern Access Works prior to the Occupation of 1290 Residential Units or by 28 February 2026, whichever is soonest and shall not Occupy more than 1290 Residential Units after 28 February 2026 unless it has entered into a Highways Agreement for the Southern Access Works.*
- 20.48 Unless otherwise agreed in writing, the Developer shall not Occupy more than 1,499 Residential Units comprised within the Site unless the Southern Access Works have been completed to Completion Certificate Standard."*

3.49 Clauses 20.49 to Clause 20.52 shall be deleted and replaced as follows:

"20.49 The Developer shall pay the Purbrook Corridor Study Works Contribution and Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Contribution to the County Council as set out below:

20.49.1 The Purbrook Corridor Study Works Contribution ~~on~~ by 3RD SEPTEMBER 2025 receipt of which is hereby acknowledged;

20.49.2 Fifty percent (50%) of the Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Contribution on or before 1 September 2025; and

20.49.3 the remaining Stakes Road/Stakes Hill Road/Crookhorn Lane/Purbrook Way Contribution on or before 1 September 2026."

3.50 Clause 20.66 and Clause 20.67 shall be deleted and replaced as follows:

"20.66 (i) The Developer shall enter into a Highways Agreement, unless otherwise agreed with the County Council, for the Infrastructure Phase 4 prior to Occupation of 1,275 Residential Units comprised within the Site or by April 2025, whichever is sooner;

(ii) Unless otherwise agreed in writing the developer shall have commenced the Phase 4 works no later than 30th June 2025 or prior to occupation of 1,275 residential units comprised within the site and unless otherwise agreed in writing, the Developer shall install the Phase 4 Infrastructure, but not open it to traffic, prior to the construction of the Southern Access Works.

20.67 The Developer shall complete to Completion Certificate Standard and open to traffic the Infrastructure Phase 4 prior to the commencement of Phase 4 or the completion of the Southern Access Works, whichever is sooner;

3.51 Clause 20.70, Clause 20.71 and Clause 20.72 shall be deleted and replaced as follows:

"20.70 The Developer shall complete the Southern Primary School Access Route prior to Occupation of the Southern Primary School.

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 the Southern Primary School.

20.72 The Developer shall complete to Completion Certificate Standard and open to traffic the Infrastructure Phase 5 prior to Occupation of Phase 5 or the completion of the Southern Access works whichever is sooner unless otherwise agreed in writing with the Highway Authority

3.52 Clause 20.77 and Clause 20.78 shall be deleted and replaced as follows:

"20.77 The Developer shall not Occupy more than 1,449 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 1,449 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), or on completion of the Southern Access works, whichever is sooner.

3.53 The words “*unless otherwise agreed in writing with the county council*” shall be added to the beginning of clause 21.4.

3.54 The table at clause 21.4 shall be deleted and replaced as follows:

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
Promotional Marketing Materials	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
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 up to the cost of £100 will be made to each new household on Occupation of a Dwelling.
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 or the end of the Travel Plan period, whichever is earlier
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 Developer

3.55 The reference to Further Workplace Travel Plan Instalment(s) at clause 22.3 shall be deleted and replaced with *Further Workplace Travel Plan Deposit Instalment(s)*.

3.56 Clause 22.8 shall be deleted and replaced as follows:

“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 Deposit Instalment(s) is not required.”

3.57 Clause 25.25 shall be amended as follows:

“25.25 Prior to Occupation of 1,500 Residential Units on the Site, the Developer shall:...”

For the avoidance of doubt the remainder of this clause shall remain including the sub-clauses.

- 3.58 Clause 25.27 shall be amended as follows:
- "25.27 The Developer shall not Occupy more than 1,500 Residential Units on the Site unless:"*
- For the avoidance of doubt the remainder of this clause shall remain including the sub-clauses.
- 3.59 Clause 25.29 shall be amended as follows:
- "25.29 Prior to Occupation of 1,500 Residential Units comprised within the Site the Developer shall:"*
- For the avoidance of doubt the remainder of this clause shall remain including the sub-clauses
- 3.60 Clause 25.30 shall be amended as follows:
- "25.30 The Developer shall not Occupy more than 1,500 Residential Units on the Site until:"*
- For the avoidance of doubt the remainder of this clause shall remain including the sub-clauses
- 3.61 The reference to Community Development Contribution in the table at clause 30.1 shall be deleted.
- 3.62 Clause 34.16 shall be deleted and replaced as follows:
- "34.16 Within 30 Working Days of acceptance or deemed acceptance of the Adoption Notice (or in the event clauses 9.18.2 and 9.18.3 apply within 10 Working Days of the written or deemed confirmation pursuant to clause 9.18.2 and 9.18.3) in accordance with clauses 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")."*
- 3.63 Clause 36.2.5 shall be deleted in its entirety.
- 3.64 Clauses 20.83, 20.84, 20.84.1, 20.84.2, 20.85, 30.1, 36.6.7, 36.6.7.2, 36.6.8, 36.6.8.1 and 36.6.8.2 shall be amended by the deletion of the word "Toucan" from the defined terms "Main Access Toucan Crossing Contribution Part 1" and "Main Access Toucan Crossing Contribution Part 2"
- 3.65 Clauses 36.6.7.2 and 36.6.8.2 shall be amended by the deletion of the words "if within twelve (12) years of receipt" and the substitution of the words "if within five (5) years of the date of ~~insert date of completion of this Deed~~ **3RD SEPTEMBER 2025**"
- 3.66 Insert a new Schedule 12 entitled "**Safer Routes to School Strategy**" and insert the document appended to this Deed as part of Schedule 12.
- 4 Costs**
- 4.1 Grainger shall pay to the County Council on or before the date of completion of this Deed, the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation and completion of this Deed and the County Council Monitoring Fee.

4.2 Grainger shall pay to Winchester on or before the date of completion of this Deed, Winchester's reasonable legal costs together with all disbursements incurred in connection with the preparation and completion of this Deed.

4.3 Grainger shall pay to Havant on or before the date of completion of this Deed, Havant's reasonable legal costs together with all disbursements incurred in connection with the preparation and completion of this Deed.

5 **Land charges**

This Deed shall be registered as a local land charge by the Havant or Winchester, as appropriate.

6 **Third party rights**

A person who is not a party to the Deed shall not have any rights under, or in connection with, it by virtue of Contracts (Rights of Third Parties Act) 1999.

7 **Governing law**

The Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

8 **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

In witness whereof the parties hereto have sealed and/or executed this document as a deed the day and year first before written.

APPENDIX

Safer Routes to School Strategy

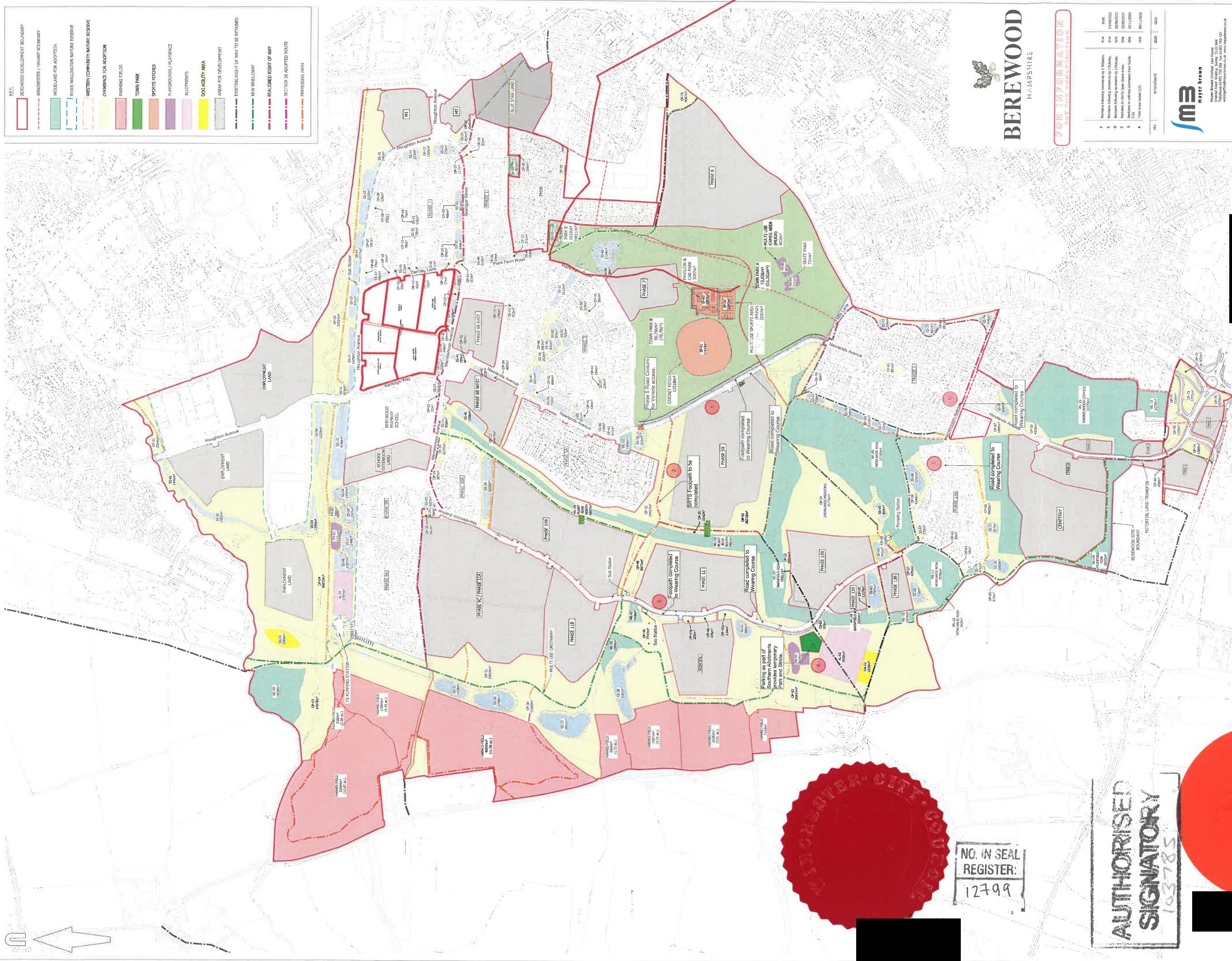
Below to be read in conjunction with Safe Routes to School Strategy Drawing.pdf

- (1) Phase 5 Infrastructure
 - Installation of wearing course on both road and eastern footpath area.
 - Installation of wearing course on western footpath where available, with connection to Safe Routes to School Footpath to be completed with wearing course.
 - Northern end of Road to be closed to allow vehicles to park in Phase 5 road but not used as through route.
- (2) Safe Routes to School – Footpath
 - Provision of Safe Routes to School 3m wide footpath that connects Phase 5 Infrastructure with the Western Link Road. To be constructed of hoggin and constructed prior to the opening of the school
- (3) Western Link Road Infrastructure
 - Installation of Wearing course full length of WLR on road. Footpaths to be completed as developers finishing works.
 - Pedestrian route to be installed connecting Safe Route to School Footpath with Western Footpath on Western Link Road utilising crossing point. This route is to be installed to wearing course once School construction works are near completion and unlikely to have impacts on footpath. To be in place prior to opening of the school.
 - Installation of wearing course for footway on the eastern side of the WLR up to the pinch point once the Phase 12 substation is constructed to provide route to school
- (4) Southern Allotments
 - Southern Allotments to be installed which provides Park and Stride availability for school access. To be constructed prior to opening of school.
- (5) Phase 13A Infrastructure
 - Road to be completed to wearing course along with footpaths prior to opening of school
- (6) Phase 2 Infrastructure
 - Road to be completed to wearing course along with footpaths prior to opening of school

Note: Regular monitoring of the routes in conjunction with progression of the development. Ongoing coordination to be achieved with the Southern Primary School Travel Plan coordinator on a minimum of an annual basis in order to ensure that travel plan is correct and up to date with routes promoted to access the Southern Primary School. Identification of future park and stride opportunities should also be identified through this regular collaboration with the School Travel Plan coordinator as the site builds out.



KEY:	
	BEREWOOD DEVELOPMENT BOUNDARY
	WINCHESTER / HAVANT BOUNDARY
	WOODLAND FOR ADoption
	RIVER WALLINGTON NATURE RESERVE
	WESTERN COMMUNITY NATURE RESERVE
	OPEN SPACE FOR ADoption
	FARMING FIELDS
	TOWN PARK
	SPORTS PITCHES
	PLAYGROUNDS / PLAYSPACE
	ALLOTMENTS
	DOG AGILITY AREA
	AREAS FOR DEVELOPMENT
	EXISTING RIGHT OF WAY TO BE RETAINED
	NEW BRIDLEWAY
	REALIGNED RIGHT OF WAY
	SECTION 30 ADOPTEd ROUTE
	PERMISSIVE PATH



FOR INFORMATION
DO NOT PROCEED WITHOUT APPROVAL

rev	amendment	date
F	Revisions following comments by C. Williams	24/03/2022
E	Revisions following comments by J. P. Kelly	28/06/2022
D	Revisions following comments by J. P. Kelly	25/09/2022
C	Revisions to client data table	15/12/2020
B	Revisions to client data table	15/12/2020
A	Initial issue (L1)	06/11/2020

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Authorised by RIA
checked by RIA
on file SC-48 DWG

DRAFT
GTWILLE SW/SK/48 F



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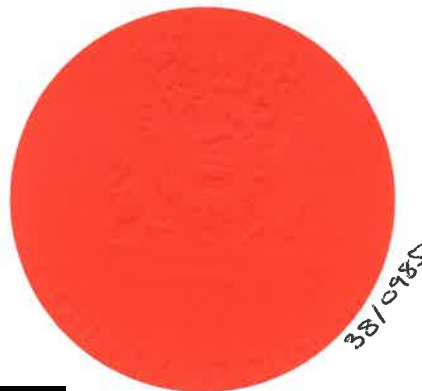
**AUTHORISED
SIGNATORY**
103785



38/10/18

This map is intended for use as a guide only. It is not a legal document. The map is subject to change without notice. The map is not to be used for any purpose other than that for which it was intended.

The common seal of **Hampshire County Council** was affixed to this document in the presence of:



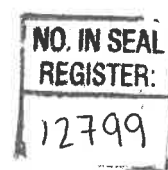
[Redacted signature]

Authorised Signatory

[Redacted name]

Print name

The common seal of **Winchester City Council** was affixed to this document in the presence of:



[Redacted signature]

Authorised Signatory

[Redacted name]

Print name

The common seal of **The Council of The Borough of Havant** was affixed to this document in the presence of:



[Redacted signature]

Authorised Signatory

[Redacted name]

Print name

Executed as a deed by **West
Waterlooville Developments Limited**
acting by [a director and its secretary] [two
directors]:

[Redacted signature]

[Redacted signature]

Print name

[Redacted signature]

Signature of Director/Secretary

[Redacted signature]

Print name

Executed as a deed by **Grainger Plc**
acting by [a director and its secretary] [two
directors]:

[Redacted signature]

[Redacted signature]

Print name

[Redacted signature]

Signature of Director/Secretary

[Redacted signature]

Print name