DATE 6th April 2023

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

(2) HAMPSHIRE COUNTY COUNCIL

(3) HOMES AND COMMUNITIES AGENCY

(4) VISTRY PARTNERSHIPS LIMITED

AND

(5) VIVID ~~DEVELOPMENTS~~ HOUSING LIMITED

PINSENT MASONS LLP

SECOND DEED OF VARIATION
PURSUANT TO SECTION 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to a Section 106 Agreement dated 29 January 2019 associated with the development of land at the former Colt International Ltd, New Land, Havant, PO9 2LY

THIS DEED is dated 6th April 2023

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road, Havant PO9 2AX **(Council)**;

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ **(County Council)**;

3. **HOMES AND COMMUNITES AGENCY** of 4th Floor, One Friargate, Coventry CV1 2GN **(Owner)**;

4. **VISTRY ~~PARNERSHIPS~~ PARTNERSHIPS LIMITED** a company registered in England and Wales with company number 00800384 and whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY **(Leaseholder)**; PINSENT MASONS LLP

5. **VIVID HOUSING LIMITED** whose registered office is at Peninsular House of Wharf Road, Portsmouth PO2 8HB a community benefit society registered under the Co-operative and Community Benefit Societies Act 2014 number 7544 **(in its capacity as Undertenant and as Mortgagee)**.

BACKGROUND

(A) For the purposes of the Act, the Council and the County Council are the local planning authorities for the area within which the Land is situated and are entitled to enforce the obligations contained in this deed.

(B) The County Council is the highway authority for Hampshire (save for trunk roads and special roads) for the purposes of the Highway Act 1980, the transport authority for Hampshire for the purposes of the Transport Acts 1985 and 2000 and the local education authority for the area in which the Land is situated.

(C) The Owner is the freehold owner of the Land registered under title number HP26714.

(D) The Leaseholder is the leasehold owner of that part of the Land registered under title number SH54923 subject to a charge in favour of the Mortgagee.

(E) The Undertenant is by;

a. an underlease dated 10 July 2020 made between (1) the Leaseholder and (2) Vestal Developments Limited, the undertenant in respect of that part of the Land upon which the Dwellings are to be constructed (excluding those Dwellings let to the Undertenant as set out in recital E (b) below. The underlease is registered under title number SH54927.

b. The Undertenant is by an underlease dated 10 July 2020 made between (1) the Leaseholder and (2) the Undertenant, the undertenant in respect of that part of the Land upon which the Shared Ownership Dwellings, the Residential Common Parts and the Residential SuDs are to be constructed. The underlease is registered under title number SH54924.

(F) On 29 January 2019 an agreement was entered into pursuant to section 106 of the Act between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development and was varied by the First Deed of Variation.

(G) The Undertenant has sought the Council's permission to vary the Original Agreement to modify the highways works obligations contained in the Original Agreement.

(H) The Mortgagee has an interest in the Land pursuant to the charge dated 10 July 2020 on title number SH54923

(I) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to modify the Original Agreement in the manner set out within this deed.

(J) This deed is made pursuant to section 106 and 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS

1 DEFINITIONS

1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"First Deed of Variation"	means the deed of variation pursuant to section 106 and 106A of the Act dated between (1) the Council, (2) the County, (3) the Owner, (4) the Leaseholder and (5) the Undertenant.
"Original Agreement"	means the deed of agreement pursuant to s106 of the Act dated 29th January 2019 between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development as varied by the First Deed of Variation.

2 INTERPRETATION

2.1 Save where expressly stated otherwise the words and expressions and capitalised defined terms used in this deed shall have the meaning assigned to them as in the Original Agreement.

2.2 The clause and paragraph headings in this deed are for reference only and do not affect its construction or interpretation.

2.3 References to clauses and Schedules are to the clauses and Schedules of this deed, unless stated otherwise.

2.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.7 Unless this deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.8 References to the Land include any part of it.

2.9 References to any party in this deed include the successors in title of that party and any references to the Council and the County Council include any successor local planning authority exercising planning powers under the Act.

2.10 References to "including" mean "including, without limitation".

2.11 Any covenant by the owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.12 Where two or more people form a party to this deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed of Variation shall be unaffected.

3 STATUTORY PROVISION

This deed is made pursuant to section 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

4 VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 From and including the date of this deed the Original Agreement shall be read and construed as varied by the provisions of this clause 4.

4.2 The definition "Sustainable Access Works" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Phase 1 Sustainable Access Works"	means the highway works comprising of: (a) a site access on Martin Road (b) a footway cycleway along Martin Road between the site access and Prospect Lane and along Prospect Lane (c) refuge island crossings on Martin Road and on Bartons Road as shown in principle in blue on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement

4.3 The definition "Highways Agreement" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Highways Agreement"	means one or more agreements made under section 278 and/or section 38 of the Highways Act 1980 to secure the Access Works and any deed of variation thereto

4.4 The following are to be inserted as new defined terms and definitions in clause 1 of the Original Agreement:

"Access Works"	means the Phase 1 Sustainable Access Works and the Phase 2 Sustainable Access Works
"Completion Certificate Standard"	means in the case of the Access Works completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related Highways Agreement
"Martin Road Access Works"	means the Phase 1 Sustainable Access Works which have been carried out before the date of this Second Deed of Variation and shown marked 'WORKS ALREADY CONSTRUCTED' on drawing 039.5021.101 Rev V, annexed at Appendix 5 to this Agreement
"Phase 2 Sustainable Access Works"	means the highway works comprising of: a) a new three (3) metre wide shared use footway/ cycleway on New Lane and on the north of Bartons Road between Prospect Lane and the existing shared use path at Harrison Way; b) refuge island crossings on Bartons Road and on New Lane; c) tactile paving as shown in principle in red on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement
"Prospect Lane Works"	means the Phase 1 Sustainable Access Works but excluding the Martin Road Access Works

4.5 Paragraph 4 of Schedule 6 shall be deleted in its entirety and replaced with the following:

4 SUSTAINABLE ACCESS WORKS

4.1 Not to Commence nor permit the development of the Residential Land unless and until it has entered into a Highways Agreement with the County Council for the Martin Road Access Works and the parties hereby acknowledge that this obligation has been discharged.

4.2 Not to Occupy nor permit Occupation of any Dwelling unless and until it has sought and obtained from the County Council the booking of the road space for the Prospect Lane Works and the parties hereby acknowledge that this obligation has been discharged.

4.3 Not to Occupy nor permit Occupation of more than twenty four (24) Dwellings unless and until it has entered into a Highways Agreement for all of the Phase 1 Sustainable Access Works and Commenced the Prospect Lane Works pursuant to the Highways Agreement.

4.4 Not to Occupy nor permit Occupation of more than sixty four (64) Dwellings unless and until it has entered into a Highways Agreement with the County Council for the Phase 2 Sustainable Access Works and has provided the surety required under that Highways Agreement.

4.5 That it shall carry out and complete the Access Works to Completion Certificate Standard in accordance with the Highways Agreement(s).

4.6 The title page for Appendix 5 shall be entitled "Access Works" and the drawing reference "A090070-182-SK04 Rev B" on the title page shall be deleted and replaced with "039.5021.SK10.F and 039.5021.101 Rev V".

4.7 Drawing A090070-182-SK04 Rev B in Appendix 5 shall be deleted and replaced with the two drawings attached at Schedule 1 to this deed.

5 COVENANTS TO THE COUNCIL

The Owner, Leaseholder the Undertenant and the Mortgagee covenant to observe and perform the covenants restrictions and obligations contained in the Original Agreement as varied by this deed.

6 COSTS

The Leaseholder shall pay on or before the date of completion of this deed the Owner's, the Council and the County Council's reasonable and proper legal costs and the County Council's technical costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

7 LAND CHARGES

This deed shall be registered as a local land charge by the Council and by the County Council.

8 THIRD PARTY RIGHTS

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

9 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

10 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

SCHEDULE 1

039.5021.SK10.F

039.5021.101 Rev V

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GENERAL NOTES

1. THIS DRAWING IS INTENDED TO BE VIEWED IN COMBINATION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SURVEYS AND SPECIALIST DRAWINGS AND SPECIFICATION.
2. ANY VARIATIONS OR DISCREPANCIES BETWEEN THESE DRAWINGS IN TERMS OF DIMENSIONS OR DETAILS SHOULD BE DRAWN TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER FOR CLARIFICATION.
3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PRODUCED BY THIRD PARTIES – THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES. DO NOT SCALE THIS DRAWING, PRINT, PLOT OR DISK.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS "CONSTRUCTION". PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

HIGHWAY NOTES

1. WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE MANUAL OF CONTRACT FOR HIGHWAY WORKS (MCHW). IF THERE IS ANY AMBIGUITY BETWEEN THE SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
2. EQUILIBRIUM CBR VALUE FOR CARRIAGEWAY CONSTRUCTION TO BE AGREED ON-SITE FOLLOWING IN-SITU CBR TESTS. ALL EXCAVATIONS ARE SUBJECT TO THE CBR RESULTS.
3. TRAFFIC MANAGEMENT TO BE IN ACCORDANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL AND RELEVANT CODES OF PRACTICE.
4. ALL LINING AND SIGNING DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 (TSRGD2016).

LEGEND

- PHASE 1 WORKS (PROSPECT LANE WORKS AND ALREADY CONSTRUCTED MARTIN ROAD WORKS)
- PHASE 2 WORKS (SUSTAINABLE ACCESS WORKS)
- BELLWAY HOMES APPROVED SECTION 278 WORKS

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INSET 5 – SHARPS ROAD CROSSING

SHARPS ROAD

SEE INSET 5 BELOW

PROSPECT LANE

FOOTWAY WIDENED AWAY FROM TREE

3.00

SEE INSET 1 BELOW

MARTIN ROAD

SEE INSET 6 LEFT

INSET 1 – NEW LANE JUNCTION WORKS

SEE ABOVE

FOOTWAY WIDENED AWAY FROM TREE

EXISTING LINK WIDENED

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

ISLAND TO ALLOW MOVEMENTS ACROSS BARTONS ROAD

3.00

3.25

2.80

3.50

3.60

3.60

2.4m x 90m VISIBILITY SPLAY

EXISTING DIVERGE USED TO WIDEN THROUGH LANES

EXISTING DIVERGE USED TO WIDEN THROUGH LANES

NEW LANE

SEE INSET 2 BELOW

SEE INSET 1 BELOW

2.50

INSET 2 – WORKS SOUTH FROM NEW LANE JUNCTION

SEE INSET 1 ABOVE

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

SEE INSET 4 FOR DETAILS

FOOTWAY WIDENED UNTIL 1.0m MIN VERGE NOT ACHIEVABLE – FOOTWAY EXTENDED TO KERBLINE

FOOTWAY WIDENED SOUTH INTO VERGE –

INSET 3 – NEW LANE JUNCTION TO NETWORK RAIL BRIDGE (SCALE 1:500)

RAIL TRACK

BRIDGE PARAPET (1.2m HEIGHT)

2.00

1.25

0.50

SEGREGATED FOOTWAY CYCLEWAY WITH CYCLE LANE ADJACENT CARRIAGEWAY

EXISTING FLUSH KERBING REPLACED PCC BULLNOSE KERB WITH 25mm UPSTAND FACING CARRIAGEWAY

VERGE CONVERTED TO FOOTWAY

VERGE CONVERTED TO FOOTWAY

INSET 6 – MARTIN ROAD ACCESS

Rev	Description	Date	Dr	Chk'd
F	NEW LAYOUT	03.10.22	C.A.	MH
E	UPDATED	27.09.22	C.A.	MH
D	INSET 2 AMENDED	21.09.22	C.A.	MH
C	BRIDGE AREA UPDATED	15.09.22	C.A.	MH
B	LEGEND UPDATED	05.09.22	C.A.	C.A.
A	TRACKING AND VRS ADDED	04.09.22	C.A.	C.A.

paul basham associates

Client: BREW SMITH

Project Name: FORMER COLT INTERNATIONAL HAVANT

Title: BARTONS ROAD FOOTWAY PROPOSALS FOR COSTING

Project Phase: FOR DISCUSSION

Checked By: - | Checked Date: - | Drawn By: C.A. | Drawn Date: 03.10.22

Layout Drawing No: - | Scale: 1:250 (U.N.O) (AT A1 SIZE)

Plot Drawing No: 039.5021.SK10 | Revision: F

CHANNEL AND KERB LEVELS RAISED AT LOW POINT TO REMOVE LOW POINT. CARRIAGEWAY SURFACING REGULATED ACCORDINGLY

EXISTING GULLY REPLACED WITH CATCHPIT GULLY TO HCC DETAIL HCC11/D/030. EXISTING CONNECTIONS RETAINED.

JETT AND CLEAR THE EXISTING SYSTEM AS PER LANES GROUP PLC CCTV SURVEY REF PJ00443713 DATED 10/06/2022 AS A MINIMUM.

PROPOSED 300mm DIA.610 ON SELF RIGHTING RETROREFLECTIVE BOLLARD.

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER.

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS. 450mm DIAMETER.

PROPOSED DIRECTION SIGN ON NEW POST TO DIAG. 2502.1 'Leigh Park' POINTING WEST, 'Havant' POINTING EAST, BOTH FACING SOUTH. X-HEIGHT 35mm.

DIAG. 966, PROPOSED 'CYCLISTS REJOIN CARRIAGEWAY' SIGN' FACING EAST X-HEIGHT 35mm.

CYCLISTS REJOIN CARRIAGEWAY

BUS STOP

LOCATION PLAN
SCALE 1/2500

NORTH

EXISTING SERVICES

1. IT IS THE RESPONSIBILITY OF ANY ON SITE CONTRACTOR TO IDENTIFY AND LOCATE ANY UTILITY PLANT PRIOR TO CONSTRUCTION WORK BEING UNDERTAKEN.
2. THE INFORMATION PROVIDED ON THIS DRAWING ABOUT THE EXISTING UTILITY SERVICES IS BASED ON HISTORICAL RECORDS PROVIDED BY THE STATUTORY UTILITIES. THE ACTUAL POSITION AND STATUS OF ANY MAINS AND SERVICES MUST BE VERIFIED AND ESTABLISHED ON SITE. THIS DRAWING IS PROVED FOR INFORMATION ONLY.
3. CABLES TO STREET LIGHTING, ROAD SIGNS AND ILLUMINATED BOLLARDS ARE NOT SHOWN BUT MUST BE ASSUMED TO EXIST.

HAMPSHIRE COUNTY COUNCIL STANDARD DETAILS

HCC11/C/010	PRECAST CONCRETE KERBS (PC1 & PC4)
HCC11/C/135	PLASTIC BOLLARD
HCC11/C/045	FOOTWAYS TYPE 1A
HCC11/M/030	CARRIAGEWAY REPAIR DETAILS
HCC11/D/015	GULLY TYPE 1
HCC11/D/040	CATCHPIT TYPE C1A
HCC11/C/090	REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXISTING CARRIAGEWAYS (TYPE D)
HCC11/C/095	REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXSTING FOOTWAYS
HCC11/M/010	KERB REPLACEMENT ON NEW BASE

FOR CONSTRUCTION

WORKS ALREADY CONSTRUCTED

INSET A
SCALE 1:200

13443

APPROACH

CDM Regulations 2015 : Reg. 9

None of the below is deemed to relieve any contractor of its obligations under all applicable health and safety legislation

In preparing the design shown on this and related drawings Paul Basham Associates has considered and where reasonably practicable, eliminated foreseeable risks. Any further elimination measures, which remain, are mentioned below and identified thus: ⚠ and should be given particular attention by all those carrying out construction or subsequent maintenance works.

1. ALL EXCAVATIONS TO BE UNDERTAKEN FOLLOWING SAFE DIG PROCEDURE AND IN ACCORDANCE WITH HSG47.

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LEGEND

- FLEXIBLE CARRIAGEWAY CONSTRUCTION: 40mm AC10 DENSE SURF 40/60 CL912, PSV65; 65mm AC20 DENSE BIN 40/60 CL306, 105mm AC32 DENSE BASE 40/60 CL906, 240mm TYPE 1 CL803, 600mm OF ISF CAPPING MATERIAL (DEPTH TO BE ADJUSTED BASED ON EQUILIBRIUM CBR AND HCC CBR TABLE.)
- FLEXIBLE FOOTWAY CONSTRUCTION: 20mm ACS DENSE SURF 70S/150 CL912, PSV55; 100mm HBM, CL810.
- PROPOSED VERGE, 200mm OF TYPE 5B TOPSOIL TO BE BE PROVIDED, UNDERLAIN BY TYPE 4 FILL TO BE SEEDED WITH HCC APPROVED GRASS SEED MIX.
- 45mm HRA 30/14 F SURF 40/60 CL911, PSV65 HIGHWAY REINSTATEMENT IN ACCORDANCE WITH HCC10/M/030, REPAIR TYPE B1.
- REINSTATEMENT IN ACCORDANCE WITH HCC11/M/025
- PROPOSED ROAD SIGN
- PROPOSED "PLASTIC BOLLARD" HCC10/C/130
- PC1-4 125 x 255 HB PRECAST CONCRETE KERB (HCC10/C/010)
- PC4-F 125 x 150 BN PRECAST CONCRETE KERB (FLUSH) (HCC10/C/010)
- 125 x 150 BN PRECAST CONCRETE DROPPER KERB
- 125.00 PROPOSED LEVELS
- 1:40 CAMBER / CROSS FALL DIRECTION
- INDICATIVE HIGHWAY BOUNDARY, BASED ON HCC RECORDS
- PROPOSED 400x400 TACTILE (BUFF)
- PROPOSED CORDUROY PAVING (BUFF)
- DEVELOPMENT SITE BOUNDARY
- EXISTING HIGHWAY SURFACE WATER DRAIN (GPR SURVEY DATA)
- HIGHWAY SURFACE WATER DRAIN VITRIFIED CLAY 225ø (U.N.O)
- 150mm VITRIFIED CLAY GULLY CONNECTION
- GULLY (HCC TYPE 1) WITH 150ø CONNECTION (U.N.O) GULLIES TO BE CONNECTED INTO THE EXISTING HIGHWAY DRAINAGE SYSTEM
- PROPOSED CATCHPIT C1A - HCC11/D/040
- PEDESTRIAN LINK TO ONSITE WAU ROUTES
- CYCLE LINK TO ONSITE WAU ROUTES
- 1.8m PRIVATE FENCING
- PRIVATE R/W WITH 1.8m PRIVATE FENCING (DESIGNED BY OTHERS)
- 1.1m PRIVATE FENCING
- 1.4m S RAIL TIMBER FENCE (FOOTINGS TO BE COMPLIANT WITH HCC11/C/150)

V	UPDATED TO HCC COMMENTS	07/10/2020	CJP	DA
U	UPDATED TO HCC COMMENTS	06/10/2020	CJP	DA
T	LEVELS ADDED, PATH INCREASED TO 1.5m	29/09/2020	CJP	DA
Rev	Description	Date	By	Check

paulbasham associates

SMITH

LOCATION PLAN

07.10.2020	Project By: CDH	Drawn Date: 01.10.2020	
	Scale:	(AT A1 SIZE)	
File Drawing No: 039.5021.101		Rev No: V	

069109

1:200 0m 10m

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

13443

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of the)
THE COUNCIL OF THE BOROUGH OF HAVANT)
)
in the presence of:)

[redacted]

THORISED SIGNATORY

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

AUTHORISED SIGNATORY

NAME:

POSITION:

EXECUTED as a **DEED** by
VISTRY PARTNERSHIPS LIMITED
acting by its attorneys

ATTORNEY

in the presence of:
WITNESS.....

NAME:

Address:

ATTORNEY

in the presence of:
WITNESS.....

NAME:

Address:

EXECUTED as a DEED by)
VIVID HOUSING LIMITED)
Acting by its attorney Trowers &)
Hamlins LLP under a power of)
attorney dated)
In the presence of:

_____
ATTORNEY SIGNATURE

_____
ATTORNEY NAME

WITNESS:

Signature:

Name:

Address:

The Common Seal of

HOMES AND COMMUNITIES AGENCY

Was hereunto affixed in the presence of:

069109

Authorised Signatory: [redacted]

Print Name: M Harris

DATE 6th April 2023

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

(2) HAMPSHIRE COUNTY COUNCIL

(3) HOMES AND COMMUNITIES AGENCY

(4) VISTRY PARTNERSHIPS LIMITED

AND

(5) VIVID ~~DEVELOPMENTS~~ HOUSING LIMITED

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3. **HOMES AND COMMUNITES AGENCY** of 4th Floor, One Friargate, Coventry CV1 2GN **(Owner)**;

4. **VISTRY PARNERSHIPS LIMITED** a company registered in England and Wales with company number 00800384 and whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY **(Leaseholder)**;

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(G) The Undertenant has sought the Council's permission to vary the Original Agreement to modify the highways works obligations contained in the Original Agreement.

(H) The Mortgagee has an interest in the Land pursuant to the charge dated 10 July 2020 on title number SH54923

(I) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to modify the Original Agreement in the manner set out within this deed.

(J) This deed is made pursuant to section 106 and 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS

1 DEFINITIONS

1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"First Deed of Variation"	means the deed of variation pursuant to section 106 and 106A of the Act dated between (1) the Council, (2) the County, (3) the Owner, (4) the Leaseholder and (5) the Undertenant.
"Original Agreement"	means the deed of agreement pursuant to s106 of the Act dated 29th January 2019 between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development as varied by the First Deed of Variation.

2 INTERPRETATION

2.1 Save where expressly stated otherwise the words and expressions and capitalised defined terms used in this deed shall have the meaning assigned to them as in the Original Agreement.

2.2 The clause and paragraph headings in this deed are for reference only and do not affect its construction or interpretation.

2.3 References to clauses and Schedules are to the clauses and Schedules of this deed, unless stated otherwise.

2.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.7 Unless this deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.8 References to the Land include any part of it.

2.9 References to any party in this deed include the successors in title of that party and any references to the Council and the County Council include any successor local planning authority exercising planning powers under the Act.

2.10 References to "including" mean "including, without limitation".

2.11 Any covenant by the owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.12 Where two or more people form a party to this deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed of Variation shall be unaffected.

3 STATUTORY PROVISION

This deed is made pursuant to section 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

4 VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 From and including the date of this deed the Original Agreement shall be read and construed as varied by the provisions of this clause 4.

4.2 The definition "Sustainable Access Works" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Phase 1 Sustainable Access Works"	means the highway works comprising of: (a) a site access on Martin Road (b) a footway cycleway along Martin Road between the site access and Prospect Lane and along Prospect Lane (c) refuge island crossings on Martin Road and on Bartons Road as shown in principle in blue on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement

4.3 The definition "Highways Agreement" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Highways Agreement"	means one or more agreements made under section 278 and/or section 38 of the Highways Act 1980 to secure the Access Works and any deed of variation thereto

4.4 The following are to be inserted as new defined terms and definitions in clause 1 of the Original Agreement:

"Access Works"	means the Phase 1 Sustainable Access Works and the Phase 2 Sustainable Access Works
"Completion Certificate Standard"	means in the case of the Access Works completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related Highways Agreement
"Martin Road Access Works"	means the Phase 1 Sustainable Access Works which have been carried out before the date of this Second Deed of Variation and shown marked 'WORKS ALREADY CONSTRUCTED' on drawing 039.5021.101 Rev V, annexed at Appendix 5 to this Agreement
"Phase 2 Sustainable Access Works"	means the highway works comprising of: a) a new three (3) metre wide shared use footway/ cycleway on New Lane and on the north of Bartons Road between Prospect Lane and the existing shared use path at Harrison Way; b) refuge island crossings on Bartons Road and on New Lane; c) tactile paving as shown in principle in red on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement
"Prospect Lane Works"	means the Phase 1 Sustainable Access Works but excluding the Martin Road Access Works

4.5 Paragraph 4 of Schedule 6 shall be deleted in its entirety and replaced with the following:

4 SUSTAINABLE ACCESS WORKS

4.1 Not to Commence nor permit the development of the Residential Land unless and until it has entered into a Highways Agreement with the County Council for the Martin Road Access Works and the parties hereby acknowledge that this obligation has been discharged.

4.2 Not to Occupy nor permit Occupation of any Dwelling unless and until it has sought and obtained from the County Council the booking of the road space for the Prospect Lane Works and the parties hereby acknowledge that this obligation has been discharged.

4.3 Not to Occupy nor permit Occupation of more than twenty four (24) Dwellings unless and until it has entered into a Highways Agreement for all of the Phase 1 Sustainable Access Works and Commenced the Prospect Lane Works pursuant to the Highways Agreement.

4.4 Not to Occupy nor permit Occupation of more than sixty four (64) Dwellings unless and until it has entered into a Highways Agreement with the County Council for the Phase 2 Sustainable Access Works and has provided the surety required under that Highways Agreement.

4.5 That it shall carry out and complete the Access Works to Completion Certificate Standard in accordance with the Highways Agreement(s).

4.6 The title page for Appendix 5 shall be entitled "Access Works" and the drawing reference "A090070-182-SK04 Rev B" on the title page shall be deleted and replaced with "039.5021.SK10.F and 039.5021.101 Rev V".

4.7 Drawing A090070-182-SK04 Rev B in Appendix 5 shall be deleted and replaced with the two drawings attached at Schedule 1 to this deed.

5 COVENANTS TO THE COUNCIL

The Owner, Leaseholder the Undertenant and the Mortgagee covenant to observe and perform the covenants restrictions and obligations contained in the Original Agreement as varied by this deed.

6 COSTS

The Leaseholder shall pay on or before the date of completion of this deed the Owner's, the Council and the County Council's reasonable and proper legal costs and the County Council's technical costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

7 LAND CHARGES

This deed shall be registered as a local land charge by the Council and by the County Council.

8 THIRD PARTY RIGHTS

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

9 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

10 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

SCHEDULE 1

039.5021.SK10.F

039.5021.101 Rev V

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GENERAL NOTES

1. THIS DRAWING IS INTENDED TO BE VIEWED IN COMBINATION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SERVICES AND SPECIALIST DRAWINGS AND SPECIFICATION.
2. ANY VARIATIONS OR DISCREPANCIES BETWEEN THESE DRAWINGS IN TERMS OF DIMENSIONS OR DETAILS SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER FOR CLARIFICATION.
3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PROVIDED BY THIRD PARTIES - THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES. DO NOT SCALE THIS DRAWING. PRINT, PLOT OR DISK.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE STRIP BELOW IS SHOWN AS "CONSTRUCTION". PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

HIGHWAY NOTES

1. WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE MANUAL OF CONTRACT FOR HIGHWAY WORKS (MCHW). IF THERE IS ANY AMBIGUITY BETWEEN THE SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
2. EQUILIBRIUM CBR VALUE FOR CARRIAGEWAY CONSTRUCTION TO BE AGREED ON-SITE FOLLOWING IN-SITU CBR TESTS. ALL EXCAVATIONS ARE SUBJECT TO THE CBR RESULTS.
3. TRAFFIC MANAGEMENT TO BE IN ACCORDANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL AND RELEVANT CODES OF PRACTICE.
4. ALL LINING AND SIGNAGE DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 (TSRGD2016).

LEGEND

PHASE 1 WORKS (PROSPECT LANE WORKS AND ALREADY CONSTRUCTED MARTIN ROAD WORKS)

PHASE 2 WORKS (SUSTAINABLE ACCESS WORKS)

SELWAY HOMES APPROVED SECTION 278 WORKS

[redacted]

NORTH

SHARPS ROAD

INSET 5 – SHARPS ROAD CROSSING

SEE INSET 1 BELOW

PROSPECT LANE

FOOTWAY WIDENED AWAY FROM TREE

3.00

SEE INSET 1 BELOW

MARTIN ROAD

FOOTWAY WIDENED AWAY FROM TREE

EXISTING LINK WIDENED

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

ISLAND TO ALLOW MOVEMENTS ACROSS BARTONS ROAD

3.25

2.00

2.50

SEE INSET 3 BELOW

2.4m x 90m VISIBILITY SPLAY

5.80

3.60

3.50

EXISTING DIVERGE USED TO WIDEN THROUGH LANES

EXISTING DIVERGE USED TO WIDEN THROUGH LANES

NEW LANE

INSET 1 – NEW LANE JUNCTION WORKS

SEE INSET 2 BELOW

2.50

SEE INSET 1 ABOVE

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

SEE INSET 4 FOR DETAILS

FOOTWAY WIDENED UNTIL 1.0m MIN VERGE NOT ACHIEVABLE – FOOTWAY EXTENDED TO KERBLINE

FOOTWAY WIDENED SOUTH INTO VERGE –

INSET 3 – NEW LANE JUNCTION TO NETWORK RAIL BRIDGE (SCALE 1:500)

INSET 6 – MARTIN ROAD ACCESS

SEE INSET 6 LEFT

INSET 2 – WORKS SOUTH FROM NEW LANE JUNCTION

RAIL TRACK

BRIDGE PARAPET (1.2m HEIGHT)

VERGE CONVERTED TO FOOTWAY

SEGREGATED FOOTWAY CYCLEWAY WITH CYCLE LANE ADJACENT CARRIAGEWAY

EXISTING FLUSH KERBING REPLACED PCC BULLNOSE KERB WITH 25mm UPSTAND FACING CARRIAGEWAY

VERGE CONVERTED TO FOOTWAY

INSET 4 – NETWORK RAIL BRIDGE

F	[illegible]	[illegible]	[illegible]
E	[illegible]	[illegible]	[illegible]
D	[illegible]	[illegible]	[illegible]
C	[illegible]	[illegible]	[illegible]
B	[illegible]	[illegible]	[illegible]
A	[illegible]	[illegible]	[illegible]
Rev	Description	By	Date

paulbasham associates

DREW SMITH

FORMER COLT INTERNATIONAL
HAVANT

BARTONS ROAD FOOTWAY PROPOSALS FOR COSTING

FOR DISCUSSION

-	GJL	03.10.22
-	1:250 (U.N.O.)	(A1 or SIZE)

039 5021.SK10 F



LOCATION PLAN
SCALE 1/2500

NORTH

EXISTING SERVICES

1. IT IS THE RESPONSIBILITY OF ANY ON SITE CONTRACTOR TO IDENTIFY AND LOCATE ANY UTILITY PLANT PRIOR TO CONSTRUCTION WORK BEING UNDERTAKEN.
2. THE INFORMATION PROVIDED ON THIS DRAWING ABOUT THE EXISTING UTILITY SERVICES IS BASED ON HISTORICAL RECORDS PROVIDED BY THE STATUTORY UTILITIES. THE ACTUAL POSITION AND STATUS OF ANY MAINS AND SERVICES MUST BE VERIFIED AND ESTABLISHED ON SITE. THIS DRAWING IS PROVIDED FOR INFORMATION ONLY.
3. CABLES TO STREET LIGHTING, ROAD SIGNS AND ILLUMINATED BOLLARDS ARE NOT SHOWN BUT MUST BE ASSUMED TO EXIST.

HAMPSHIRE COUNTY COUNCIL STANDARD DETAILS

HCC11/C/018	PRECAST CONCRETE KERBS (PC1 & PC4)
HCC11/C/120	PLASTIC BOLLARD
HCC11/C/045	FOOTWAYS TYPE 1A
HCC11/M/030	CARRIAGEWAY REPAIR DETAILS
HCC11/C/015	GULLY TYPE 1
HCC11/C/040	CATCHPIT TYPE C1A
HCC11/C/090	REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXISTING CARRIAGEWAYS (TYPE 2)
HCC11/C/095	REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXISTING FOOTWAYS
HCC11/M/010	KERB REPLACEMENT ON NEW BASE

FOR CONSTRUCTION

CHANNEL AND KERB LEVELS RAISED AT LOW POINT TO REMOVE LOW POINT CARRIAGEWAY SURFACING REGULATED ACCORDINGLY

EXISTING GULLY REPLACED WITH CATCHPIT GULLY TO HCC DETAIL HCC11/C/030. EXISTING CONNECTIONS RETAINED.

FLUSH AND CLEAR THE EXISTING SYSTEM AS PER LANES GROUP PLC CCTV SURVEY REF PJ0044/3713 DATED 10/06/2022 AS A MINIMUM.

PROPOSED 300mm DIA 615 ON SELF RIGHTING RETROREFLECTIVE BOLLARD

PROPOSED 300mm DIA 615 ON SELF RIGHTING RETROREFLECTIVE BOLLARD

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS. 450mm DIAMETER

PROPOSED DIRECTION SIGN ON NEW POST TO DWG. 2502.1 'Leigh Park' POINTING WEST, 'Havant' POINTING EAST, BOTH FACING SOUTH. X-HEIGHT 35mm

DIAG. 956 PROPOSED 'CYCLISTS REJOIN CARRIAGEWAY SIGN' FACING EAST X-HEIGHT 35mm

CYCLISTS REJOIN CARRIAGEWAY

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS. 450mm DIAMETER

BUS STOP

WORKS ALREADY CONSTRUCTED

INSET A
SCALE 1:200

CROSSING OVER SUMPERS ROAD

PROPOSED SIGN ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS

DIAG. 956 PROPOSED 'CYCLISTS REJOIN CARRIAGEWAY SIGN' FACING SOUTH X-HEIGHT 35mm FACING SOUTH

CYCLISTS REJOIN CARRIAGEWAY

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING WEST. 450mm DIAMETER

REAR OF FOOTWAY LOWERED TO ENSURE MIN 1:13 GRADIENT AT CROSSING APPROACH

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

INSET B
SCALE 1:200

CDM Regulations 2015 Reg. 9

Name of the person to whom it is intended to deliver any contractor of the obligations under all applicable health and safety legislation.

In pricing for the design phase of the new detailed drawings Paul Basham Associates have considered and, where reasonably practicable, eliminated foreseeable risks. Any further elimination or mitigation risks, which remain, are highlighted below and identified on the drawings and should be given particular attention by all those carrying out construction or other maintenance works.

1. ALL EXCAVATIONS TO BE UNDERTAKEN FOLLOWING SAFE ON PROGRAMME AND IN ACCORDANCE WITH HSG47

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GENERAL NOTES

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HIGHWAY NOTES

1. WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE MANUAL OF CONTRACT FOR HIGHWAY WORKS (MCHW) 1. IF THERE IS ANY AMBIGUITY BETWEEN THE SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
2. EQUILIBRIUM CBR VALUE FOR CARRIAGEWAY CONSTRUCTION TO BE AGREED ON-SITE FOLLOWING IN-SITU CBR TESTS. ALL EXCAVATIONS ARE SUBJECT TO THE CBR RESULTS.
3. TRAFFIC MANAGEMENT TO BE IN ACCORDANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL AND RELEVANT CODES OF PRACTICE.
4. ALL SIGNS AND SIGNING DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 (TSRGD2016)

LEGEND

- FLEXIBLE CARRIAGEWAY CONSTRUCTION
  - 40mm AC10 DENSE SURF 40/60 CL812, PSV47
  - 60mm AC20 DENSE BIN 40/60 CL909,
  - 100mm AC32 DENSE BASE 40/60 CL909
  - 240mm TYPE 1 CL803
  - 600mm DF EP CAPPING MATERIAL
  - (DEPTH TO BE ADJUSTED BASED ON EQUILIBRIUM CBR AND HCC CBR TABLE)
- FLEXIBLE FOOTWAY CONSTRUCTION
  - 20mm ACR DENSE SURF 100/150 CL912, PSV55
  - 100mm HBM, CL810
- PROPOSED VERGE, 200mm OF TYPE 5B TOPSOIL TO BE PE PROVIDED UNDERLAIN BY TYPE 4 FILL TO BE SEEDED WITH HCC APPROVED GRASS SEED MIX
- 45mm HRA 30/14 F SURF 40/60 CL911, PSV55
- HIGHWAY REINSTATEMENT IN ACCORDANCE WITH HCC11/M/C/60, REPAIR TYPE B1
- REINSTATEMENT IN ACCORDANCE WITH HCC11/M/C/075
- PROPOSED ROAD SIGN
- PROPOSED TRIPASTIC BOLLARD HCC11/C/120
- 125 x 255 HB PRECAST CONCRETE KERB (HCC11/C/010)
- 125 x 150 BN PRECAST CONCRETE KERB (FLUSH) (HCC11/C/030)
- 125 x 150 BN PRECAST CONCRETE DROPPER KERB
- PROPOSED LEVELS
- DAMBER / CROSS FALL DIRECTION
- INDICATIVE HIGHWAY BOUNDARY, BASED ON HCC RECORDS
- PROPOSED 400x400 TACTILE (BUFF)
- PROPOSED CORDUROY PAVING (BUFF)
- DEVELOPMENT SITE BOUNDARY
- EXISTING HIGHWAY SURFACE WATER DRAIN (DFR SURVEY DATA)
- HIGHWAY SURFACE WATER DRAIN KERBED CULV 225M DIA
- 150mm KERBED CULV SLOT CONNECTION
- GULLY SHOT TYPE 1C WITH 150M CONNECTION (U/N/S) GULLIES TO BE CONNECTED INTO THE EXISTING HIGHWAY DRAINAGE SYS.)
- PROPOSED CATCHPIT C1A - HCC11/C/040
- PEDESTRIAN LINK TO ONSITE NMU ROUTES
- CYCLE LINK TO ONSITE NMU ROUTES
- 1.8m PRIVATE FENCING
- PRIVATE RUN WITH 1.8m PRIVATE FENCING DESIGNED BY OTHERS
- 1.8m PRIVATE FENCING
- 1.8m HIGH TIMBER FENCE. (FOOTINGS TO BE COMPLIANT WITH HCC11/C/150)

paulbasham associates

DREW SMITH

FORMER COLT INTERNATIONAL
HAVANT

5075 ENGINEERING LAYOUT AND LOCATION PLAN
SHEET 1 OF 2

APPROVED

AJD	09.10.2020	COH	01.10.2020

(AT A1 SIZE)

039.5021.101 V

EXECUTED as a DEED by)
VIVID HOUSING LIMITED)
Acting by its attorney Trowers &)
Hamlins LLP under a power of)
attorney dated)
In the presence of:

[redacted]

WITNESS:

Signatur [redacted]

Name:

Address:

th trowers & hamlins
The Senate
Southernhay Gardens
Exeter EX1 1UG

The Common Seal of

HOMES AND COMMUNITIES AGENCY

Was hereunto affixed in the presence of:

Authorised Signatory:

Print Name:

DATE 6th April 2023

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

(2) HAMPSHIRE COUNTY COUNCIL

(3) HOMES AND COMMUNITIES AGENCY

(4) VISTRY PARTNERSHIPS LIMITED

AND

(5) VIVID DEVELOPMENTS LIMITED

DEED OF VARIATION
PURSUANT TO SECTION 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to a Section 106 Agreement dated 29 January 2019 associated with the development of land at the former Colt International Ltd, New Land, Havant, PO9 2LY

THIS DEED is dated 6th April 2023

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road, Havant PO9 2AX **(Council)**;

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ **(County Council)**;

3. **HOMES AND COMMUNITES AGENY** of 4th Floor, One Friargate, Coventry CV1 2GN **(Owner)**;

4. **VISTRY PARNERSHIPS LIMITED** a company registered in England and Wales with company number 00800384 and whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY **(Leaseholder)**;

5. **VIVID HOUSING LIMITED** whose registered office is at Peninsular House of Wharf Road, Portsmouth PO2 8HB a community benefit society registered under the Co-operative and Community Benefit Societies Act 2014 number 7544 **(Undertenant)**.

BACKGROUND

(A) For the purposes of the Act, the Council and the County Council are the local planning authorities for the area within which the Land is situated and are entitled to enforce the obligations contained in this deed.

(B) The County Council is the highway authority for Hampshire (save for trunk roads and special roads) for the purposes of the Highway Act 1980, the transport authority for Hampshire for the purposes of the Transport Acts 1985 and 2000 and the local education authority for the area in which the Land is situated.

(C) The Owner is the freehold owner of the Land registered under title number HP26714.

(D) The Leaseholder is the leasehold owner of that part of the Land registered under title number SH54923.

(E) The Undertenant is by:

a. an underlease dated 10 July 2020 originally made between (1) the Leaseholder and (2) Vestal Developments Limited, the undertenant in respect of that part of the Land upon which the Dwellings are to be constructed (excluding those Dwellings let to the Undertenant as set out in recital E(b) below). The underlease is registered under title number SH54927.

b. The Undertenant is by an underlease dated 10 July 2020 made between (1) the Leaseholder and (2) the Undertenant, the undertenant in respect of that part of the Land upon which the Shared Ownership Dwellings, the Residential Common Parts and the Residential SuDs, are to be constructed. The underlease is registered under title number SH54924.

(F) On 29 January 2019 an agreement was entered into pursuant to section 106 of the Act between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development **(Original Agreement)**.

(G) The Undertenant has sought the Council's permission to vary the Original Agreement to modify the mortgagee in possession requirements as contained in Schedule 1 (Affordable Housing) to the Original Agreement and further to modify the management company requirements as contained at Schedule 2 of the Original Agreement to allow for the Undertenant to be appointed as the Residential Management Company.

(H) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to modify the Original Agreement in the manner set out within this deed.

(I) This deed is made pursuant to section 106 and 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS

1 DEFINITIONS

1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"Original Agreement"	means the agreement dated 29 January 2019 made pursuant to section 106 of the Act between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development.

2 INTERPRETATION

2.1 Save where expressly stated otherwise the words and expressions used in this deed shall have the meaning assigned to them as in the Original Agreement.

2.2 The clause and paragraph headings in this deed are for reference only and do not affect its construction or interpretation.

2.3 References to clauses and Schedules are to the clauses and Schedules of this deed, unless stated otherwise.

2.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.7 Unless this deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.8 References to the Land include any part of it.

2.9 References to any party in this deed include the successors in title of that party and any references to the Council and the County Council include any successor local planning authority exercising planning powers under the Act.

2.10 References to "including" mean "including, without limitation".

2.11 Any covenant by the owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.12 Where two or more people form a party to this deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed of Variation shall be unaffected.

3 STATUTORY PROVISION

This deed is made pursuant to section 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

4 VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 From and including the date of this deed the Original Agreement shall be read and construed as varied by the provisions of this clause 4.

4.2 The definition "Residential Management Company" contained at clause 1 of the Original Agreement shall be deleted and replaced with the following:

"Residential Management Company"	*means a company limited by guarantee or by shares and established in accordance with the provisions of Schedule 2 to be charged with the management of the Residential Common Parts and Residential SuDs"*

4.3 The following definition shall be inserted at clause 1 of the Original Agreement:

"Pedestrian / Cycle Path"	*means the pedestrian and cycle path and associated landscaping shown edged red on drawing 51938_001 attached to this deed"*

4.4 The following definition shall be inserted at clause 1 of the Original Agreement:

"Vivid"	*means Vivid Housing Limited whose registered office is at Peninsular House of Wharf Road, Portsmouth PO2 8HB a community benefit society registered under the Co-operative and Community Benefit Societies Act 2014 number 7544.*

4.5 The following wording shall be inserted at the end of the definition of "*Disposal*" contained at clause 1 of the Original Agreement:

(for the avoidance of doubt a Disposal shall exclude a mortgage or charge)

4.6 The following wording shall be inserted at the end of the definition of "*Residential Common Parts*" contained at clause 1 of the Original Agreement:

which for the avoidance of doubt shall include the Pedestrian / Cycle Path

4.7 The following wording shall be inserted at the end of paragraph 2.6 of Schedule 1 to the Original Agreement :

(subject to the exclusions contained in this Agreement)

4.8 The first bullet point of paragraph 4.1 of Schedule 1 to the Original Agreement shall be amended by deletion of the words *"and their successors in title"*.

4.9 Paragraph 4.2 of Schedule 1 to the Original Agreement shall be deleted and replaced with the following:

"4.2 The provisions of this Agreement relating to the Affordable Dwellings shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT the Chargee will have: "

4.10 Paragraphs 4.2.1 and 4.2.2 of Schedule 1 to the Original Agreement shall be deleted and replaced with the following:

"4.2.1 given written notice to the Council of its intention to exercise its powers of sale to Dispose of any of the Affordable Dwellings ("Notice"); and

4.2.2 used reasonable endeavours over a period of three months from the date the Notice is served to complete a Disposal of the relevant Affordable Dwelling(s) to either:

(a) another Affordable Housing Provider; or

(b) to the Council."

4.11 The following wording shall be inserted at the end of Paragraph 4.4 of Schedule 1 to the Original Agreement:

" which provisions shall determine absolutely."

4.12 Paragraph 1.1 of Schedule 2 to the Original Agreement shall be deleted and replaced with the following:

"1.1 Save where the Owner appoints Vivid as the Residential Management Company, not to Commence the Residential Development until the Council has approved in writing the Owner's proposal for the formation of the Residential Management Company and such proposal shall include full details of the proposed structure and voting rights of the Residential Management Company".

4.13 Paragraph 1.5 of Schedule 2 to the Original Agreement shall be deleted and replaced with the following:

"1.5 *Save where the Owner appoints Vivid as the Residential Management Company, not later than six months from Commencement of the Residential Development the Owner shall take all necessary steps to secure the formation and registration of the Residential Management Company at Companies House (taking into account any modifications reasonably required by the Council) and to notify the Council accordingly within fourteen days of completion of the registration of the Residential Management Company*"

4.14 Paragraph 1.6.1 of Schedule 2 to the Original Agreement shall be deleted and replaced with the following:

"1.6.1 *the Residential Management Company has been formed in accordance with the approved or deemed approved proposal or Vivid has been appointed as the Residential Management Company; and*"

4.15 Paragraph 1.7.1 of Schedule 2 to the Original Agreement shall be deleted and replaced with the following:

"1.7.1 *the Residential Management Company is registered or Vivid has been appointed as the Residential Management Company and the Residential Management Plan has been approved or deemed approved by the Council; and*"

4.16 Except as provided in this deed, it is agreed between the parties that this deed is supplemental to and not in substitution for the Original Agreement and that the terms of the Original Agreement will continue in full force and effect, subject only to the provisions of this deed.

5 COVENANTS TO THE COUNCIL

The Owner, Leaseholder and the Undertenant covenant to observe and perform the covenants restrictions and obligations contained in the Original Agreement as varied by this deed.

6 COSTS

The Undertenant shall pay on or before the date of completion of this deed the Owner's, the Council's and the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

7 LAND CHARGES

This deed shall be registered as a local land charge by the Council.

8 THIRD PARTY RIGHTS

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

9 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

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

13446

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of the)
THE COUNCIL OF THE BOROUGH OF)
HAVANT)
)
in the presence of:

[redacted]

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

[redacted]

NAME:

POSITION:

Executed as a deed by affixing the common seal of Vistry Partnerships Limited

[redacted]

EXECUTED as a DEED by)
VIVID HOUSING LIMITED)
Acting by its attorney Trowers &)
Hamlins LLP under a power of)
attorney dated)
In the presence of:

[redacted]

WITNESS

Signature

Name:

Address:


Area A
Land Unconditional Parcel 13773
Land Ownership Parcel 18405
ESS
N
[redacted]
[redacted]
[redacted]
[redacted]
13444
Homes
Englan
Title
Plan showing cycle area within the Employment Zone
Old Colt Factory
Martin Road
Havant
Hampshire
PO9 2LY
TMS Ref
-
Parcel Ref
13773 (Part), 18405 (Part)
Plan Ref
51938_001
Date
21/03/2022
Scale
1:500
Size
A3

The Common Seal of

HOMES AND COMMUNITIES AGENCY

Was hereunto affixed in the presence of:

D61500

Authorised Signatory: [redacted]

Print Name: Margaret Hurren

DATE 6th April 2023

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

(2) HAMPSHIRE COUNTY COUNCIL

(3) HOMES AND COMMUNITIES AGENCY

(4) VISTRY PARTNERSHIPS LIMITED

AND

(5) VIVID DEVELOPMENTS LIMITED

SECOND DEED OF VARIATION
PURSUANT TO SECTION 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to a Section 106 Agreement dated 29 January 2019 associated with the development of land at the former Colt International Ltd, New Land, Havant, PO9 2LY

THIS DEED is dated 6th April 2023

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road, Havant PO9 2AX **(Council)**;

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ **(County Council)**;

3. **HOMES AND COMMUNITES AGENCY** of 4th Floor, One Friargate, Coventry CV1 2GN **(Owner)**;

4. **VISTRY PARNERSHIPS LIMITED** a company registered in England and Wales with company number 00800384 and whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY **(Leaseholder)**;

5. **VIVID HOUSING LIMITED** whose registered office is at Peninsular House of Wharf Road, Portsmouth PO2 8HB a community benefit society registered under the Co-operative and Community Benefit Societies Act 2014 number 7544 **(in its capacity as Undertenant and as Mortgagee)**.

BACKGROUND

(A) For the purposes of the Act, the Council and the County Council are the local planning authorities for the area within which the Land is situated and are entitled to enforce the obligations contained in this deed.

(B) The County Council is the highway authority for Hampshire (save for trunk roads and special roads) for the purposes of the Highway Act 1980, the transport authority for Hampshire for the purposes of the Transport Acts 1985 and 2000 and the local education authority for the area in which the Land is situated.

(C) The Owner is the freehold owner of the Land registered under title number HP26714.

(D) The Leaseholder is the leasehold owner of that part of the Land registered under title number SH54923 subject to a charge in favour of the Mortgagee.

(E) The Undertenant is by;

a. an underlease dated 10 July 2020 made between (1) the Leaseholder and (2) Vestal Developments Limited, the undertenant in respect of that part of the Land upon which the Dwellings are to be constructed (excluding those Dwellings let to the Undertenant as set out in recital E (b) below. The underlease is registered under title number SH54927.

b. The Undertenant is by an underlease dated 10 July 2020 made between (1) the Leaseholder and (2) the Undertenant, the undertenant in respect of that part of the Land upon which the Shared Ownership Dwellings, the Residential Common Parts and the Residential SuDs are to be constructed. The underlease is registered under title number SH54924.

(F) On 29 January 2019 an agreement was entered into pursuant to section 106 of the Act between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development and was varied by the First Deed of Variation.

(G) The Undertenant has sought the Council's permission to vary the Original Agreement to modify the highways works obligations contained in the Original Agreement.

(H) The Mortgagee has an interest in the Land pursuant to the charge dated 10 July 2020 on title number SH54923

(I) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to modify the Original Agreement in the manner set out within this deed.

(J) This deed is made pursuant to section 106 and 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS

1 DEFINITIONS

1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"First Deed of Variation"	means the deed of variation pursuant to section 106 and 106A of the Act dated between (1) the Council, (2) the County, (3) the Owner, (4) the Leaseholder and (5) the Undertenant.
"Original Agreement"	means the deed of agreement pursuant to s106 of the Act dated 29th January 2019 between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development as varied by the First Deed of Variation.

2 INTERPRETATION

2.1 Save where expressly stated otherwise the words and expressions and capitalised defined terms used in this deed shall have the meaning assigned to them as in the Original Agreement.

2.2 The clause and paragraph headings in this deed are for reference only and do not affect its construction or interpretation.

2.3 References to clauses and Schedules are to the clauses and Schedules of this deed, unless stated otherwise.

2.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.7 Unless this deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.8 References to the Land include any part of it.

2.9 References to any party in this deed include the successors in title of that party and any references to the Council and the County Council include any successor local planning authority exercising planning powers under the Act.

2.10 References to "including" mean "including, without limitation".

2.11 Any covenant by the owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.12 Where two or more people form a party to this deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed of Variation shall be unaffected.

3 STATUTORY PROVISION

This deed is made pursuant to section 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

4 VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 From and including the date of this deed the Original Agreement shall be read and construed as varied by the provisions of this clause 4.

4.2 The definition "Sustainable Access Works" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Phase 1 Sustainable Access Works"	means the highway works comprising of: (a) a site access on Martin Road (b) a footway cycleway along Martin Road between the site access and Prospect Lane and along Prospect Lane (c) refuge island crossings on Martin Road and on Bartons Road as shown in principle in blue on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement

4.3 The definition "Highways Agreement" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Highways Agreement"	means one or more agreements made under section 278 and/or section 38 of the Highways Act 1980 to secure the Access Works and any deed of variation thereto

4.4 The following are to be inserted as new defined terms and definitions in clause 1 of the Original Agreement:

"Access Works"	means the Phase 1 Sustainable Access Works and the Phase 2 Sustainable Access Works
"Completion Certificate Standard"	means in the case of the Access Works completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related Highways Agreement
"Martin Road Access Works"	means the Phase 1 Sustainable Access Works which have been carried out before the date of this Second Deed of Variation and shown marked 'WORKS ALREADY CONSTRUCTED' on drawing 039.5021.101 Rev V, annexed at Appendix 5 to this Agreement
"Phase 2 Sustainable Access Works"	means the highway works comprising of: a) a new three (3) metre wide shared use footway/ cycleway on New Lane and on the north of Bartons Road between Prospect Lane and the existing shared use path at Harrison Way; b) refuge island crossings on Bartons Road and on New Lane; c) tactile paving as shown in principle in red on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement
"Prospect Lane Works"	means the Phase 1 Sustainable Access Works but excluding the Martin Road Access Works

4.5 Paragraph 4 of Schedule 6 shall be deleted in its entirety and replaced with the following:

4 SUSTAINABLE ACCESS WORKS

4.1 Not to Commence nor permit the development of the Residential Land unless and until it has entered into a Highways Agreement with the County Council for the Martin Road Access Works and the parties hereby acknowledge that this obligation has been discharged.

4.2 Not to Occupy nor permit Occupation of any Dwelling unless and until it has sought and obtained from the County Council the booking of the road space for the Prospect Lane Works and the parties hereby acknowledge that this obligation has been discharged.

4.3 Not to Occupy nor permit Occupation of more than twenty four (24) Dwellings unless and until it has entered into a Highways Agreement for all of the Phase 1 Sustainable Access Works and Commenced the Prospect Lane Works pursuant to the Highways Agreement.

4.4 Not to Occupy nor permit Occupation of more than sixty four (64) Dwellings unless and until it has entered into a Highways Agreement with the County Council for the Phase 2 Sustainable Access Works and has provided the surety required under that Highways Agreement.

4.5 That it shall carry out and complete the Access Works to Completion Certificate Standard in accordance with the Highways Agreement(s).

4.6 The title page for Appendix 5 shall be entitled "Access Works" and the drawing reference "A090070-182-SK04 Rev B" on the title page shall be deleted and replaced with "039.5021.SK10.F and 039.5021.101 Rev V".

4.7 Drawing A090070-182-SK04 Rev B in Appendix 5 shall be deleted and replaced with the two drawings attached at Schedule 1 to this deed.

5 COVENANTS TO THE COUNCIL

The Owner, Leaseholder the Undertenant and the Mortgagee covenant to observe and perform the covenants restrictions and obligations contained in the Original Agreement as varied by this deed.

6 COSTS

The Leaseholder shall pay on or before the date of completion of this deed the Owner's, the Council and the County Council's reasonable and proper legal costs and the County Council's technical costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

7 LAND CHARGES

This deed shall be registered as a local land charge by the Council and by the County Council.

8 THIRD PARTY RIGHTS

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

9 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

10 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

SCHEDULE 1

039.5021.SK10.F

039.5021.101 Rev V

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GENERAL NOTES

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5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS "CONSTRUCTION". PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

HIGHWAY NOTES

1. WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE MANUAL OF CONTRACT FOR HIGHWAY WORKS (MCHW). IF THERE IS ANY AMBIGUITY BETWEEN THIS SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
2. EQUILIBRIUM CBR VALUE FOR CARRIAGEWAY CONSTRUCTION TO BE AGREED ON-SITE FOLLOWING IN-SITU CBR TESTS. ALL EXCAVATIONS ARE SUBJECT TO THE CBR RESULTS.
3. TRAFFIC MANAGEMENT TO BE IN ACCORDANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL AND RELEVANT CODES OF PRACTICE.
4. ALL LIVING AND SIGNING DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 [TSRGD2016].

LEGEND

- PHASE 1 WORKS (PROSPECT LANE WORKS AND ALREADY CONSTRUCTED MARTIN ROAD WORKS)
- PHASE 2 WORKS (SUSTAINABLE ACCESS WORKS)
- BELLWAY HOMES APPROVED SECTION 278 WORKS

INSET 5 – SHARPS ROAD CROSSING

SHARPS ROAD

SEE INSET 5 BELOW

FOOTWAY WIDENED AWAY FROM TREE

PROSPECT LANE

SEE INSET 1 BELOW

MARTIN ROAD

INSET 1 – NEW LANE JUNCTION WORKS

FOOTWAY WIDENED AWAY FROM TREE

EXISTING LINK WIDENED

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

ISLAND TO ALLOW MOVEMENTS ACROSS BARTONS ROAD

FOOTWAY WIDENED AWAY FROM TREE

SEE ABOVE

SEE INSET 3 BELOW

3.25

3.00

2.50

3.30

3.60

3.60

2.4m x 90m VISIBILITY SPLAY

EXISTING DIVERGE USED TO WIDEN THROUGH LANES

EXISTING DIVERGE USED TO WIDEN THROUGH LANES

2.4m x 90m V

NEW LANE

SEE INSET 2 BELOW

37/100624

2.50

INSET 2 – WORKS SOUTH FROM NEW LANE JUNCTION

SEE INSET 1 ABOVE

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

CHAMBER LEVELS ADJUSTED

SEE INSET 4 FOR DETAILS

FOOTWAY WIDENED UNTIL 1.0m MIN VERGE NOT ACHIEVABLE – FOOTWAY EXTENDED TO KERBLINE

FOOTWAY WIDENED SOUTH INTO VERGE –

INSET 3 – NEW LANE JUNCTION TO NETWORK RAIL BRIDGE (SCALE 1:500)

RAIL TRACK

BRIDGE PARAPET (1.2m HEIGHT)

1.75

2.50

3.25

VERGE CONVERTED TO FOOTWAY

SEGREGATED FOOTWAY CYCLEWAY WITH CYCLE LANE ADJACENT CARRIAGEWAY

EXISTING FLUSH KERBING REPLACED PCC BULLNOSE KERB WITH 25mm UPSTAND FACING CARRIAGEWAY

VERGE CONVERTED TO FOOTWAY

INSET 4 – NETWORK RAIL BRIDGE

INSET 6 – MARTIN ROAD ACCESS

SEE INSET 6 ABOVE

NORTH

	FIRST ISSUE UPDATED	–	CJS	MS
F	CARRIAGE TO FOOTWAY WIDTH	11.11.22	CJS	MS
E	KERB CLARIFIED	07.11.22	MS	MS
D	DRAWING AMENDED FOLLOWING COMMENTS	31.10.22	MS	MS
C	HIGHWAY UPDATES	28.10.22	CJS	CJS
B	TRACKING AND LOS ADDED	24.10.22	CJS	CJS
A	FIRST ISSUE	13.10.22	CJS	CJS

paulbasham associates

DREW SMITH

Client: FORMER COLT INTERNATIONAL HAVANT

Title: BARTONS ROAD FOOTWAY PROPOSALS FOR COSTING

Project Status: FOR DISCUSSION

Drawn By:	Checked By:	Issued By:	Issued Date:
–	–	CJS	10.10.22

Scale: 1:250 @ A1 / 1:500 @ A3

Paul Basham Drawing No.: 039.5021.SK10

Revision: F

CHANNEL AND KERB LEVELS RAISED AT LOW POINT TO REMOVE LOW POINT. CARRIAGEWAY RESURFACING REGULATED ACCORDINGLY

EXISTING GULLY REPLACED WITH CATCHPIT GULLY TO HCC DETAIL HCC11/D/030. EXISTING CONNECTIONS RETAINED.

JETT AND CLEAR THE EXISTING SYSTEM AS PER LANES GROUP PLC CCTV SURVEY REF PJ00443713 DATED 10/06/2022 AS A MINIMUM.

PROPOSED 300mm DIA.610 ON SELF RIGHTING RETROREFLECTIVE BOLLARD.

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER.

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS. 450mm DIAMETER.

PROPOSED DIRECTION SIGN ON NEW POST TO DIAG. 2602.1: 'Leigh Park' POINTING WEST, 'Havant' POINTING EAST, BOTH FACING SOUTH X-HEIGHT 35mm

DIAG. 966, PROPOSED 'CYCLISTS REJOIN CARRIAGEWAY SIGN' FACING EAST X-HEIGHT 35mm

CYCLISTS REJOIN CARRIAGEWAY

PROPOSED 300mm DIA.610 ON SELF RIGHTING RETROREFLECTIVE BOLLARD.

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS. 450mm DIAMETER.

APPROACH

BUS STOP

WORKS ALREADY CONSTRUCTED

LOCATION PLAN
SCALE 1/2500

NORTH

EXISTING SERVICES

1. IT IS THE RESPONSIBILITY OF ANY ON SITE CONTRACTOR TO IDENTIFY AND LOCATE ANY UTILITY PLANT PRIOR TO CONSTRUCTION WORK BEING UNDERTAKEN.
2. THE INFORMATION PROVIDED ON THIS DRAWING ABOUT THE EXISTING UTILITY SERVICES IS BASED ON HISTORICAL RECORDS PROVIDED BY THE STATUTORY UTILITIES. THE ACTUAL POSITION AND STATUS OF ANY MAINS AND SERVICES MUST BE VERIFIED AND ESTABLISHED ON SITE. THIS DRAWING IS PROVIDED FOR INFORMATION ONLY.
3. CABLES TO STREET LIGHTING, ROAD SIGNS AND ILLUMINATED BOLLARDS ARE NOT SHOWN BUT MUST BE ASSUMED TO EXIST.

HAMPSHIRE COUNTY COUNCIL STANDARD DETAILS

- HCC11/C/010 – PRECAST CONCRETE KERBS (PC1 & PC4)
- HCC11/C/135 – PLASTIC BOLLARD
- HCC11/C/045 – FOOTWAYS TYPE 1A
- HCC11/M/030 – CARRIAGEWAY REPAIR DETAILS
- HCC11/D/010 – GULLY TYPE 1
- HCC11/D/040 – CATCHPIT TYPE C1A
- HCC11/C/090 – REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXISTING CARRIAGEWAYS (TYPE D)
- HCC11/C/095 – REINSTATEMENT OF DRAIN AND DUCT TRENCHES IN EXISTING FOOTWAYS
- HCC11/M/010 – KERB REPLACEMENT ON NEW BASE

FOR CONSTRUCTION

INSET A
SCALE 1:200

CDM Regulations 2015 : Reg. 9

Items of the below is deemed to where any contractor of his obligations under all applicable health and safety legislation.

In preparing the design shown on this and related drawings Paul Basham Associates has considered and, where reasonably practicable, eliminated foreseeable risks. Any further abnormal or unusual risks which remain are numbered below and identified thus ⚠ and should be given particular attention by all those carrying out construction or of future maintenance works.

1. ALL EXCAVATIONS TO BE UNDERTAKEN FOLLOWING SAFE DIG PROCEDURE AND IN ACCORDANCE WITH HSG47.
2.

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HIGHWAY NOTES

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4. ALL LINING AND SIGNING DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 (TSRGD2016)

LEGEND

- FLEXIBLE CARRIAGEWAY CONSTRUCTION
  40mm AC10 DENSE SURF 40/60 CL912, PSV65
  65mm AC20 DENSE BIN 40/60 CL.906,
  105mm AC32 DENSE BASE 40/60 CL.906
  240mm TYPE 1 CLB01
  600mm OF BF CAPPING MATERIAL.
  (DEPTH TO BE ADJUSTED BASED ON EQUILIBRIUM CBR AND HCC CBR TABLE.)
- FLEXIBLE FOOTWAY CONSTRUCTION
  20mm ACB DENSE SURF 100/150 CL912, PSV55
  100mm HBM, CLB10.
- PROPOSED VERGE, 200mm OF TYPE 5M TOPSOIL TO BE BE PROVIDED, UNDERLAIN BY TYPE 4 FILL TO BE SEEDED WITH HCC APPROVED GRASS SEED MIX.
- 45mm HRA 30/14 F SURF 40/60 CL.911, PSV65 HIGHWAY REINSTATEMENT IN ACCORDANCE WITH HCC10/W/030, REPAIR TYPE B1.
- REINSTATEMENT IN ACCORDANCE WITH HCC11/M/025
- PROPOSED ROAD SIGN
- PROPOSED "PLASTIC BOLLARD" HCC10/C/130
- PC1-4 125 x 255 HB PRECAST CONCRETE KERB (HCC10/C/010)
- PC6-4 125 x 150 BN PRECAST CONCRETE KERB (FLUSH) (HCC10/C/010)
- 125 x 150 BN PRECAST CONCRETE DROPPER KERB
- 25.00 PROPOSED LEVELS
- 1:40 CAMBER / CROSS FALL DIRECTION
- INDICATIVE HIGHWAY BOUNDARY, BASED ON HCC RECORDS
- PROPOSED 400x400 TACTILE (BUFF)
- PROPOSED CORDUROY PAVING (BUFF)
- DEVELOPMENT SITE BOUNDARY
- EXISTING HIGHWAY SURFACE WATER DRAIN (GPR SURVEY DATA)
- HIGHWAY SURFACE WATER DRAIN VITRIFIED CLAY 225ø (U.N.O) 150mm VITRIFIED CLAY GULLY CONNECTION
- GULLY (HCC TYPE 1) WITH 150N CONNECTION (U.N.O) GULLIES TO BE CONNECTED INTO THE EXISTING HIGHWAY DRAINAGE, U.N.O
- PROPOSED CATCHPIT C1A – HCC11/D/040
- PEDESTRIAN LINK TO ONSITE NMU ROUTES
- CYCLE LINK TO ONSITE NMU ROUTES
- 1.8m PRIVATE FENCING
- PRIVATE R/W WITH 1.8m PRIVATE FENCING (DESIGNED BY OTHERS)
- 1.1m PRIVATE FENCING
- 1.4m 5 RAIL TIMBER FENCE. (FOOTINGS TO BE COMPLIANT WITH HCC11/C/190)

C	UPDATED TO HCC COMMENTS	07.09.2022	SLF	T.A.
B	UPDATED TO HCC COMMENTS	30.07.2022	SLF	T.A.
A	LEVELS ADDED, PATH WIDENED TO 1.2	29.07.2022	SLF	T.A.
Rev	Description	Date	By	Check

paulbasham associates

DREW SMITH

FORMER GOLT INTERNATIONAL
HAVANT

S278 ENGINEERING LAYOUT AND LOCATION PLAN SHEET 1 OF 2

APPROVED

Drawn by	Checked Date	Check by	Issued Date
AJS	08.10.2020	CDH	01.10.2020
Client Drawing No.		Scale	
-			(AT A1 SIZE)
Pbd Drawing No.			Revision
039.5021.101			V

37/100624

CROSSING OVER SHARPS ROAD

PROPOSED SIGN ON NEW POST TO DIAG. 956, FACING NORTH.

DIAG. 966, PROPOSED 'CYCLISTS REJOIN CARRIAGEWAY SIGN' FACING SOUTH X-HEIGHT 35mm. FACING SOUTH

CYCLISTS REJOIN CARRIAGEWAY

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER.

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING WEST. 450mm DIAMETER.

REAR OF FOOTWAY LOWERED TO ENSURE MIN 1:13 GRADIENT AT CROSSING APPROACH

Y REPLACED WITH LY TO HCC DETAIL EXISTING RETAINED.

JETT AND CLEAR THE EXISTING SYSTEM AS PER LANES GROUP PLC CCTV SURVEY REF PJ00443713 DATED 10/06/2022 AS A MINIMUM.

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER.

ROPOSED SIGNS ON EW POST TO DIAG. 956, ACING BOTH DIRECTIONS. 50mm DIAMETER.

DIRECTION SIGN ON NEW

INSET B
SCALE 1:200

1:200

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

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of the)
THE COUNCIL OF THE BOROUGH OF)
HAVANT)
)
in the presence of:

AUTHORISED SIGNATORY

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

AUTHORISED SIGNATORY

37/100624

NAME: [redacted]

POSITI

EXECUTED as a **DEED** by
VISTRY PARTNERSHIPS LIMITED
acting by its attorneys

ATTORNEY

in the presence of:
WITNESS.....

NAME:

Address:

ATTORNEY

in the presence of:
WITNESS.....

NAME:

Address:

EXECUTED as a DEED by)
VIVID HOUSING LIMITED)
Acting by its attorney Trowers &)
Hamlins LLP under a power of)
attorney dated)
In the presence of:

ATTORNEY SIGNATURE

ATTORNEY NAME

WITNESS:

Signature:

Name:

Address:

The Common Seal of

HOMES AND COMMUNITIES AGENCY

Was hereunto affixed in the presence of:

Authorised Signatory:

Print Name:

DATE 6th April 2023

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

(2) HAMPSHIRE COUNTY COUNCIL

(3) HOMES AND COMMUNITIES AGENCY

(4) VISTRY PARTNERSHIPS LIMITED

AND

(5) VIVID DEVELOPMENTS LIMITED

SECOND DEED OF VARIATION
PURSUANT TO SECTION 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to a Section 106 Agreement dated 29 January 2019 associated with the development of land at the former Colt International Ltd, New Land, Havant, PO9 2LY

THIS DEED is dated 6th April 2023

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road, Havant PO9 2AX **(Council)**;

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ **(County Council);**

3. **HOMES AND COMMUNITES AGENCY** of 4th Floor, One Friargate, Coventry CV1 2GN **(Owner);**

4. **VISTRY PARNERSHIPS LIMITED** a company registered in England and Wales with company number 00800384 and whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY **(Leaseholder);**

5. **VIVID HOUSING LIMITED** whose registered office is at Peninsular House of Wharf Road, Portsmouth PO2 8HB a community benefit society registered under the Co-operative and Community Benefit Societies Act 2014 number 7544 **(in its capacity as Undertenant and as Mortgagee)**.

BACKGROUND

(A) For the purposes of the Act, the Council and the County Council are the local planning authorities for the area within which the Land is situated and are entitled to enforce the obligations contained in this deed.

(B) The County Council is the highway authority for Hampshire (save for trunk roads and special roads) for the purposes of the Highway Act 1980, the transport authority for Hampshire for the purposes of the Transport Acts 1985 and 2000 and the local education authority for the area in which the Land is situated.

(C) The Owner is the freehold owner of the Land registered under title number HP26714.

(D) The Leaseholder is the leasehold owner of that part of the Land registered under title number SH54923 subject to a charge in favour of the Mortgagee.

(E) The Undertenant is by;

a. an underlease dated 10 July 2020 made between (1) the Leaseholder and (2) Vestal Developments Limited, the undertenant in respect of that part of the Land upon which the Dwellings are to be constructed (excluding those Dwellings let to the Undertenant as set out in recital E (b) below. The underlease is registered under title number SH54927.

b. The Undertenant is by an underlease dated 10 July 2020 made between (1) the Leaseholder and (2) the Undertenant, the undertenant in respect of that part of the Land upon which the Shared Ownership Dwellings, the Residential Common Parts and the Residential SuDs are to be constructed. The underlease is registered under title number SH54924.

(F) On 29 January 2019 an agreement was entered into pursuant to section 106 of the Act between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development and was varied by the First Deed of Variation.

(G) The Undertenant has sought the Council's permission to vary the Original Agreement to modify the highways works obligations contained in the Original Agreement.

(H) The Mortgagee has an interest in the Land pursuant to the charge dated 10 July 2020 on title number SH54923

(I) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to modify the Original Agreement in the manner set out within this deed.

(J) This deed is made pursuant to section 106 and 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS

1 DEFINITIONS

1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"First Deed of Variation"	means the deed of variation pursuant to section 106 and 106A of the Act dated between (1) the Council, (2) the County, (3) the Owner, (4) the Leaseholder and (5) the Undertenant.
"Original Agreement"	means the deed of agreement pursuant to s106 of the Act dated 29th January 2019 between (1) the Council, (2) the County and (3) the Owner which secured planning obligations in relation to the Development as varied by the First Deed of Variation.

2 INTERPRETATION

2.1 Save where expressly stated otherwise the words and expressions and capitalised defined terms used in this deed shall have the meaning assigned to them as in the Original Agreement.

2.2 The clause and paragraph headings in this deed are for reference only and do not affect its construction or interpretation.

2.3 References to clauses and Schedules are to the clauses and Schedules of this deed, unless stated otherwise.

2.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.7 Unless this deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.8 References to the Land include any part of it.

2.9 References to any party in this deed include the successors in title of that party and any references to the Council and the County Council include any successor local planning authority exercising planning powers under the Act.

2.10 References to "including" mean "including, without limitation".

2.11 Any covenant by the owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.12 Where two or more people form a party to this deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed of Variation shall be unaffected.

3 STATUTORY PROVISION

This deed is made pursuant to section 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

4 VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 From and including the date of this deed the Original Agreement shall be read and construed as varied by the provisions of this clause 4.

4.2 The definition "Sustainable Access Works" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Phase 1 Sustainable Access Works"	means the highway works comprising of: (a) a site access on Martin Road (b) a footway cycleway along Martin Road between the site access and Prospect Lane and along Prospect Lane (c) refuge island crossings on Martin Road and on Bartons Road as shown in principle in blue on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement

4.3 The definition "Highways Agreement" contained at clause 1 of the Original Agreement shall be replaced with the following definition:

"Highways Agreement"	means one or more agreements made under section 278 and/or section 38 of the Highways Act 1980 to secure the Access Works and any deed of variation thereto

4.4 The following are to be inserted as new defined terms and definitions in clause 1 of the Original Agreement:

"Access Works"	means the Phase 1 Sustainable Access Works and the Phase 2 Sustainable Access Works
"Completion Certificate Standard"	means in the case of the Access Works completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related Highways Agreement
"Martin Road Access Works"	means the Phase 1 Sustainable Access Works which have been carried out before the date of this Second Deed of Variation and shown marked 'WORKS ALREADY CONSTRUCTED' on drawing 039.5021.101 Rev V, annexed at Appendix 5 to this Agreement
"Phase 2 Sustainable Access Works"	means the highway works comprising of: a) a new three (3) metre wide shared use footway/ cycleway on New Lane and on the north of Bartons Road between Prospect Lane and the existing shared use path at Harrison Way; b) refuge island crossings on Bartons Road and on New Lane; c) tactile paving as shown in principle in red on drawing number 039.5021.SK10.F, annexed at Appendix 5 to this Agreement
"Prospect Lane Works"	means the Phase 1 Sustainable Access Works but excluding the Martin Road Access Works

4.5 Paragraph 4 of Schedule 6 shall be deleted in its entirety and replaced with the following:

4 SUSTAINABLE ACCESS WORKS

4.1 Not to Commence nor permit the development of the Residential Land unless and until it has entered into a Highways Agreement with the County Council for the Martin Road Access Works and the parties hereby acknowledge that this obligation has been discharged.

4.2 Not to Occupy nor permit Occupation of any Dwelling unless and until it has sought and obtained from the County Council the booking of the road space for the Prospect Lane Works and the parties hereby acknowledge that this obligation has been discharged.

4.3 Not to Occupy nor permit Occupation of more than twenty four (24) Dwellings unless and until it has entered into a Highways Agreement for all of the Phase 1 Sustainable Access Works and Commenced the Prospect Lane Works pursuant to the Highways Agreement.

4.4 Not to Occupy nor permit Occupation of more than sixty four (64) Dwellings unless and until it has entered into a Highways Agreement with the County Council for the Phase 2 Sustainable Access Works and has provided the surety required under that Highways Agreement.

4.5 That it shall carry out and complete the Access Works to Completion Certificate Standard in accordance with the Highways Agreement(s).

4.6 The title page for Appendix 5 shall be entitled "Access Works" and the drawing reference "A090070-182-SK04 Rev B" on the title page shall be deleted and replaced with "039.5021.SK10.F and 039.5021.101 Rev V".

4.7 Drawing A090070-182-SK04 Rev B in Appendix 5 shall be deleted and replaced with the two drawings attached at Schedule 1 to this deed.

5 COVENANTS TO THE COUNCIL

The Owner, Leaseholder the Undertenant and the Mortgagee covenant to observe and perform the covenants restrictions and obligations contained in the Original Agreement as varied by this deed.

6 COSTS

The Leaseholder shall pay on or before the date of completion of this deed the Owner's, the Council and the County Council's reasonable and proper legal costs and the County Council's technical costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

7 LAND CHARGES

This deed shall be registered as a local land charge by the Council and by the County Council.

8 THIRD PARTY RIGHTS

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

9 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

10 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

SCHEDULE 1

039.5021.SK10.F

039.5021.101 Rev V

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GENERAL NOTES

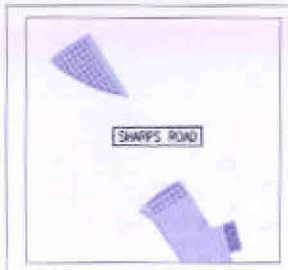
1. THIS DRAWING IS INTENDED TO BE VIEWED IN COMBINATION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SURVEYS AND SPECIALIST DRAWINGS AND SPECIFICATION.
2. ANY VARIATIONS OR DISCREPANCIES BETWEEN THESE DRAWINGS IN TERMS OF DIMENSIONS OR DETAILS SHOULD BE DRAWN TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER FOR CLARIFICATION.
3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PRODUCED BY THIRD PARTIES – THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES. DO NOT SCALE THIS DRAWING. PRINT, PLOT OR DISK.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS "CONSTRUCTION". PAUL BASHAM ASSOCIATES ONLY NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

HIGHWAY NOTES

1. WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE MANUAL OF CONTRACT FOR HIGHWAY WORKS (MCHW). IF THERE IS ANY AMBIGUITY BETWEEN THE SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
2. EQUILIBRIUM CBR VALUE FOR CARRIAGEWAY CONSTRUCTION TO BE AGREED ON SITE FOLLOWING IN-SITU CBR TESTS. ALL EARTHWORKS ARE SUBJECT TO THE CBR RESULTS.
3. TRAFFIC MANAGEMENT TO BE IN ACCORDANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL AND RELEVANT CODES OF PRACTICE.
4. ALL LINING AND SIGNING DIAGRAM NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 (TSRGD2016).

LEGEND

- PHASE 1 WORKS (PROSPECT LANE WORKS AND ALREADY CONSTRUCTED MARTIN ROAD WORKS)
- PHASE 2 WORKS (SUSTAINABLE ACCESS WORKS)
- BELLWAY HOMES APPROVED SECTION 278 WORKS



INSET 5 – SHARPS ROAD CROSSING

NORTH

Rev	Description	Date	By	Chkd
F	INSET KEY UPDATED	05.02.2023	C.S.	MD
E	UPDATED TO SHOW ALL WORKS	01.02.2023	C.S.	MD
D	INSET 3 AMENDED	02.01.2023	PMK	MD
C	BRIDGE KIND UPDATED, BELLWAY INSERTED	21.12.22	C.S.	MD
B	LEGEND UPDATED	06.10.22	C.S.	C.S.
A	TRACKING AND VRS ADDED	04.10.22	C.S.	C.S.

paulbasham associates

DREW SMITH

Project Name: FORMER COLT INTERNATIONAL HAVANT

Title: BARTONS ROAD FOOTWAY PROPOSALS FOR COSTING

Project Phase: FOR DISCUSSION

Checked By	Checked Date	Drawn By	Drawn Date
		C.S.	03.10.22

Client Drawing No.	Scale
-	1:250 (U.N.O) (AT A1 SIZE)

PBA Drawing No.: 039.5021.SK10 — Revision: F



LOCATION PLAN
SCALE 1:2500

NORTH

EXISTING SERVICES

1. IT IS THE RESPONSIBILITY OF ANY ON SITE CONTRACTOR TO IDENTIFY AND LOCATE ANY UTILITY PLANT PRIOR TO CONSTRUCTION WORK BEING UNDERTAKEN.
2. THE INFORMATION PROVIDED ON THIS DRAWING ABOUT THE EXISTING UTILITY SERVICES IS BASED ON HISTORICAL RECORDS PROVIDED BY THE STATUTORY UTILITIES. THE ACTUAL POSITION AND STATUS OF ANY MAINS AND SERVICES MUST BE VERIFIED AND ESTABLISHED ON SITE. THIS DRAWING IS PRODUCED FOR INFORMATION ONLY.
3. CABLES TO EFFECT LIGHTING ROAD SIGNS AND ILLUMINATED BOLLARDS ARE NOT SHOWN BUT MUST BE ASSUMED TO EXIST.

HAMPSHIRE COUNTY COUNCIL STANDARD DETAILS

HCC11/C/010	- PRECAST CONCRETE KERBS (PC1 & PC4)
HCC11/E/130	- PLASTIC BOLLARD
HCC11/F/045	- FOOTWAYS TYPE 1A
HCC11/M/020	- CARRIAGEWAY REPAIR DETAILS
HCC11/G/015	- GULLY TYPE 1
HCC11/G/040	- CATCHPIT TYPE 1A
HCC11/C/090	- REINSTATEMENT OF TRENCH AND DUCT TRENCHES IN EXISTING CARRIAGEWAYS (TYPE B)
HCC11/C/095	- REINSTATEMENT OF TRENCH AND DUCT TRENCHES IN EXISTING FOOTWAYS
HCC11/M/030	- KERB REPLACEMENT ON NEW BASE

FOR CONSTRUCTION

PROPOSED 300mm DIA R/O ON SELF RIGHTING RETROREFLECTIVE BOLLARD

CHANNEL AND KERB LEVELS RAISED AT LOW POINT TO REMOVE LOW POINT CARRIAGEWAY SURFACING REGULATED ACCORDINGLY

EXISTING GULLY REPLACED WITH CATCHPIT GULLY TO HCC DETAIL HCC11/G/030. EXISTING CONNECTIONS RETAINED.

JETT AND CLEAR THE EXISTING SYSTEM AS PER LANES GROUP PLC CCTV SURVEY REF PJ00443713 DATED 10/06/2022 AS A MINIMUM

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS 450mm DIAMETER

PROPOSED DIRECTION SIGN ON NEW POST TO DIAG. 2805 "Leigh Park, POINTING WEST, Havant POINTING EAST, BOTH FACING SOUTH" X-HEIGHT 35mm

DIAG. 956 PROPOSED CYCLISTS REJOIN CARRIAGEWAY SIGN FACING EAST X-HEIGHT 35mm

CYCLISTS REJOIN CARRIAGEWAY

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST. 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS 450mm DIAMETER

BUS STOP

WORKS ALREADY CONSTRUCTED

INSET A
SCALE 1:200

APPROACH

PROPOSED SIGN ON NEW POST TO DIAG. 956, FACING NORTH

DIAG. 956 PROPOSED CYCLISTS REJOIN CARRIAGEWAY SIGN FACING SOUTH X-HEIGHT 35mm FACING SOUTH

CYCLISTS REJOIN CARRIAGEWAY

CROSSING USER SHARES ROAD

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING WEST 450mm DIAMETER

REAR OF FOOTWAY LOWERED TO ENSURE MIN 1:12 GRADIENT AT CROSSING APPROACH

REPLACED WITH TO HCC DETAIL EXISTING RETAINED.

JETT AND CLEAR THE EXISTING SYSTEM AS PER LANES GROUP PLC CCTV SURVEY REF PJ00443713 DATED 10/06/2022 AS A MINIMUM

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING EAST 450mm DIAMETER

PROPOSED SIGNS ON NEW POST TO DIAG. 956, FACING BOTH DIRECTIONS 450mm DIAMETER

DIRECTION SIGN ON NEW

INSET B
SCALE 1:200

1:200

CDM Regulations 2015 : Reg. 9

Name of the person is deemed to replace any contractor of his obligations under all applicable health and safety legislation.

In preparing the design shown on this and related drawings Paul Basham Associates has considered and where reasonably practicable, eliminated foreseeable risks. Any further elements or unusual risks, which remain, are numbered below and identified (Risk 1), and should be given particular attention by all those carrying out construction of or HSE maintenance works.

1. ALL EXCAVATIONS TO BE UNDERTAKEN FOLLOWING SAFE DIG PROCEDURE AND IN ACCORDANCE WITH HSG47.

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GENERAL NOTES

1. THIS DRAWING IS INTENDED TO BE VIEWED IN COMBINATION WITH ALL RELEVANT ARCHITECTS, ENGINEERS, SERVICES AND SPECIALIST DRAWINGS AND SPECIFICATION.
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3. PAUL BASHAM ASSOCIATES ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF BACKGROUND INFORMATION PRODUCED BY THIRD PARTIES - THIS MUST BE TREATED AS INDICATIVE ONLY.
4. ALL DIMENSIONS AND LEVELS ARE IN METRES. DO NOT SCALE THIS DRAWING. PRINT TO 297 OR 594.
5. THIS DRAWING SHOULD ONLY BE USED FOR CONSTRUCTION IF THE PROJECT PHASE IN THE TITLE FRAME BELOW IS SHOWN AS 'CONSTRUCTION'. PAUL BASHAM ASSOCIATES TAKE NO RESPONSIBILITY FOR CONSTRUCTION WORKS UNDERTAKEN TO DRAWINGS WHICH ARE NOT MARKED UNDER THIS PHASE.

HIGHWAY NOTES

1. WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE MANUAL OF CONTRACT FOR HIGHWAY WORKS (MCHW). IF THERE IS ANY AMBIGUITY BETWEEN THE SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
2. EQUIVERSUM CBR VALUE FOR CARRIAGEWAY CONSTRUCTION TO BE AGREED ON-SITE FOLLOWING IN-SITU CBR TESTS. ALL EXCAVATIONS ARE SUBJECT TO THE CBR RESULTS.
3. TRAFFIC MANAGEMENT TO BE IN ACCORDANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL AND RELEVANT CODES OF PRACTICE.
4. ALL SIGNS AND SIGNING DRAWING NUMBERS REFER TO THE TRAFFIC SIGNS REGULATIONS & GENERAL DIRECTIONS 2016 (TSRGD2016).

LEGEND

- FLEXIBLE CARRIAGEWAY CONSTRUCTION: 40mm AC10 DENSE SURF 40/60 CL912, PSV55; 65mm AC20 DENSE BIN 40/60 CL906; 105mm AC32 DENSE BASE 40/60 CL906; 240mm TYPE 1 GUBG7; 600mm OF SF CAPPING MATERIAL (DEPTH TO BE ADJUSTED BASED ON EQUIVERSUM CBR AND HCC CBR TABLE.)
- FLEXIBLE FOOTWAY CONSERVATION: 20mm ACB DENSE SURF 100/150 CL812, PSV55; 160mm HBM, CL810
- PROPOSED VERGE, 200mm OF TYPE 5B TOPSOIL TO BE BE PROVIDED, UNDERLAIN BY TYPE 4 FILL TO BE SEEDED WITH HCC APPROVED GRASS SEED MIX
- 45mm HRA 10/14 F SURF 40/60 CL 911, PSV55; HIGHWAY REINSTATEMENT IN ACCORDANCE WITH HCC10/M/030, 40 PAN TYPE 01.
- REINSTATEMENT IN ACCORDANCE WITH HCC11/M/025
- PROPOSED ROAD SIGN
- PROPOSED "PLASTIC BOLLARD" HCC10/E/130
- PCP4 125 x 255 HB PRECAST CONCRETE KERB (HCC10/C/010)
- PCP4 125 x 150 BN PRECAST CONCRETE KERB (FLUSH) (HCC10/C/010)
- 125 x 150 BN PRECAST CONCRETE CHANNEL KERB
- PROPOSED LEVELS
- CAMBER / CROSS FALL DIRECTION
- INDICATIVE HIGHWAY BOUNDARY BASED ON HCC RECORDS
- PROPOSED 400x400 TACTILE (BUFF)
- PROPOSED CONSTRUCTION PAVING (BUFF)
- DEVELOPMENT SITE BOUNDARY
- EXISTING HIGHWAY SURFACE WITH DRAIN (CCTV SURVEY DATA)
- HIGHWAY SURFACE WITH DRAIN VITRIFIED CLAY 225M (U/N D) 150mm VITRIFIED CLAY GULLY CONNECTION
- GULLY (HCC TYPE 1) WITH 150K CONNECTION (U/N D) GULLY TO BE CONNECTED INTO THE EXISTING HIGHWAY DRAINAGE, U/N D
- PROPOSED CATCHPIT C/P - HCC11/G/040
- PEDESTRIAN LINK TO DAVIS HALL ROUTES
- CYCLE LINK TO DAVIS HALL ROUTES
- 1.8m PRIVATE FENCING
- PRIVATE FLOW WITH 1.8m PRIVATE FENCING (DESIGNED BY OTHERS)
- 1.2m PRIVATE FENCING
- 1.4m 3 RAIL TIMBER FENCE (POSTINGS TO BE COMPLIANT WITH HCC11/C/130)

V	UPDATED TO HCC COMMENTS	29/03/2023	CLP
IV	UPDATED TO HCC COMMENTS	28/02/2023	CLP
III	LEVELS ADDED, PATH INCREASED TO 1.1m	09/01/2023	CLP
No.	Description	Date	By

paulbasham associates

Client: DREW SMITH

Project Name: FORMER COLT INTERNATIONAL HAVANT

Title: S278 ENGINEERING LAYOUT AND LOCATION PLAN SHEET 1 OF 2

Project Phase: APPROVED

Checked By	Checked Date	Drawn By	Drawn Date
AJS	06.10.2020	COH	01.10.2020

Client Drawing No.: -

Scale: (AT A1 SIZE)

PBA Drawing No.: 039.5021.101

Revision: V

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

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of the)
THE COUNCIL OF THE BOROUGH OF)
HAVANT)
)
in the presence of:

_____
AUTHORISED SIGNATORY

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

_____
AUTHORISED SIGNATORY

NAME:

POSITION:

EXECUTED as a **DEED** by
VISTRY PARTNERSHIPS LIMITED
acting by its attorneys

[redacted]

in the pr
WITNES

NAME:

Address

in the pr
WITNES

NAME:

Address

EXECUTED as a DEED by)
VIVID HOUSING LIMITED)
Acting by its attorney Trowers &)
Hamlins LLP under a power of)
attorney dated)
In the presence of:

_____
ATTORNEY SIGNATURE

_____
ATTORNEY NAME

WITNESS:

Signature:

Name:

Address:

The Common Seal of

HOMES AND COMMUNITIES AGENCY

Was hereunto affixed in the presence of:

Authorised Signatory:

Print Name: