

DATED 13th January 2017

- (1) PERSIMMON HOMES LIMITED
- (2) THE PURBROOK PARK LEARNING TRUST
- (3) HAVANT BOROUGH COUNCIL

A G R E E M E N T

pursuant to Section 106 of the Town and Country Planning Act 1990

relating to

Former Playing Fields, Purbrook School, Stakes Road, Waterlooville,
Hampshire PO7 5PW



Peyto Law

File Ref: 01-0166-353

Version Date 04-01-2017 (Vn4)

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THIS DEED is made the 13th day of January two thousand and ~~seventeen~~

BETWEEN

(1) **PERSIMMON HOMES LIMITED** (company registration number 4108747) whose registered office is situate at Persimmon House, Fulford, York YO19 4FE (“the Owner”)

(2) **THE PURBROOK PARK LEARNING TRUST** (company registration number 6861495) whose registered office is situate at Purbrook Park School, Park Avenue, Waterlooville, Hampshire PO7 5DS (“the Lessee”)

(4) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre, Havant, Hampshire PO9 2AX (“the Council”)

jointly referred to as “the Parties”

DEFINITIONS

1.1 In this Deed the following words and phrases (arranged in alphabetical order) shall have the following meanings unless the context otherwise requires

“the Act” The Town and Country Planning Act 1990

“Affordable Dwelling” A Dwelling which will be disposed of as Affordable Housing

“Affordable Housing” Housing provided to eligible households whose needs are not met by the market in accordance with the definition of Annex 2 of the National Planning Policy Framework (or successive amendments thereto in respect of the definition there given of “affordable housing”)

“the Affordable Housing The sum of TWENTY ONE THOUSAND FIVE

Contribution”

HUNDRED AND FIVE POUNDS (£21,505)
Index Linked payable by the Owners to the Council in lieu of the provision of 0.8 of an affordable housing unit to be spent on the provision of off-site Affordable Housing in the locality of the Land

“Commencement of Development”

(for the Purposes of this Deed and for no other purpose) the date on which any material operation (as defined in Section 56(4) of the Act) begins to be carried out on any part of the Land

PROVIDED ALWAYS THAT the following operations shall not be treated as material operations for the purposes of this Deed:

- (i) archaeological investigations,
- (ii) investigations for the purpose of assessing ground conditions,
- (iii) remedial work in respect of any contamination or other adverse ground conditions,
- (iv) the temporary display of site notices or advertisements
- (v) site clearance and demolition
- (vi) works relating to ground stabilisation, reengineering, regrading and levelling
- (vii) ecological investigation and mitigation works
- (viii) the erection of fencing or other means of enclosure
- (ix) the diversion or laying of services

and “Commence Development” shall be construed accordingly

“Common Parts

The parts of the Development which do not comprise a Dwelling or the curtilage of a Dwelling and shall without prejudice to the generality thereof include any unadopted road or footpath, landscaped areas, SUDs, communal parking areas, amenity spaces, street furniture and lighting

“Completed”

Practical completion of the Development save for minor snagging items such that all Dwellings pursuant to the Planning Permission are reasonably fit of Occupation (and “Complete and “Completion” shall be construed accordingly)

“Delivered”

In respect of a Dwelling, having reached practical completion and fitted out so that it is immediately available for residential Occupation

“the Development”

The erection of 26 residential units with associated works, access, parking and landscaping being the development described in the Planning Application

“ Dwelling”

A dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission

“Eligible Person”

means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who are on those registers retained or referred to by the Council from

time to time in the discharge of its housing function and the expression "Eligible Person" shall be construed accordingly

"HCA"

The Homes and Communities Agency of Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH or its statutory successor

"Help to Buy Agent"

Means the body nominated by the HCA to be responsible for Low Cost Home Ownership nominations within the administrative are of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing

"Index Linked"

Means increased in accordance with the following formula such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at the date of the Planning Permission for the Development:

$$A \times \frac{C}{B}$$

Where: A = the contribution amount

B = the last figure published prior to the grant of Planning Permission

C = the last figure published prior to the Commencement of Development

"the Land"

All that land shown edged red on Plan 1

"Lead Flood Authority"

Means Hampshire County Council of the Castle Winchester SO23 8UJ or its statutory successor

“Low Cost Home Ownership”	Means home ownership products as defined by the HCA including Shared Ownership, and “Low Cost Home Ownership Units” shall be construed accordingly
“Management Company”	The management company or body established for the purposes of managing and maintaining the Common Parts to include (but not limited to) the roads, footways and landscaping as shown marked on Plan 2 in accordance with the provisions of the Second Schedule
“Monitoring and Administration Fee”	the sum of £3,278 being a fee (and to be applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds
“Occupation”	Occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” shall be construed accordingly.
“Open Market Dwelling”	A Dwelling to be erected on the Land which is not an Affordable Housing Unit
“the Owners”	The Owner and the Lessee

"Plan 1" The Plan No. 1 (Location Plan) attached hereto

"Plan 2" The Plan No 2 (Management Plan) attached hereto

"Plan 3" The Plan No 3. (Affordable Housing Plan) attached hereto

"the Planning Application" The application submitted to the Council under reference APP/16/00347 for permission to develop the land in the manner and for the uses set out in the application and in the plans specifications and particulars deposited with the Council

"the Planning Permission" The full planning permission subject to conditions to be granted by the Council pursuant to the Planning Application or any new planning permission granted subsequently pursuant to an application under section 73 of the Act where the obligations contained herein are considered necessary to make the development under the new permission acceptable in planning terms

"Registered Provider" A body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with the HCA and/or a non-profit Registered Provider of social

housing pursuant to Section 80 of the
Housing and Regeneration Act 2008

“Shared Ownership Lease”

A lease substantially in the form approved
or published by the HCA whereby the
tenant having paid an initial premium
calculated by reference to a maximum of
75% of the Open Market Value of the
particular unit pays a rent in respect of the
remaining equity held by the Owners and
whereby the tenant may in successive
tranches purchase up to 100% of the equity
in the unit

PROVIDED THAT such rent per annum shall
initially be at a level not exceeding 2.75%
of the full Open Market Value of the
Registered Provider’s retained share of the
relevant affordable unit and not be at a
level which is in conflict with any
applicable HCA restrictions relating to
charges payable by the tenant

“Shared Ownership Unit”

A unit subject to a Shared Ownership Lease
whereby (in all cases) the Shared Ownership
Unit is let to a Eligible Person

**“the Solent Recreation
Mitigation Contribution”**

The sum of FOUR THOUSAND FIVE HUNDRED
AND SEVENTY SIX POUNDS (£4,576) Index
Linked payable by the Owners that will be
spent on Special Protection Area avoidance
and mitigation measures delivered through
the Solent Interim Planning Framework

“SuDS”

A sustainable drainage system for the
Development

“TRO Contribution”

Such sum as the Council may reasonably

require for the purpose of implementing (which reference shall include all connected administration, supervision and the carrying out of) such traffic management measures as they consider appropriate to ensure that any overspill parking from the Development does not interfere with the capacity, operation or safety of the adjoining local highway network in the proximity of Stakes Hill Road and Claremont Gardens providing such sum shall not exceed £3,000

INTRODUCTION

- 2.1 The Council is the local planning authority for the purposes of the Act for the area in which the Land is situate
- 2.2 The Owner is the freehold owner of the Land registered under title number SH14944
- 2.3 The Lessee is the leasehold owner of the Land registered under title number SH32115
- 2.4 The Owner has submitted the Application to the Council
- 2.5 The Council is minded to grant the Planning Permission subject to the completion of this Deed
- 2.6 The parties consider that the matters contained in this deed are
 - a) necessary to make the development acceptable,
 - b) directly related to the Development and
 - c) fairly related in scale and kind to the Developmentand therefore meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010

CONSTRUCTION OF THIS DEED

- 3.1 Where in this Deed reference is made to any clause, paragraph or schedule

or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed

3.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

3.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner

3.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise

3.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

3.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions

LEGAL BASIS

4.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011

4.2 The covenants restrictions and requirements imposed upon the Owner and the Lessee under this Deed create planning obligations pursuant to Section 106 of the Act which bind the Land and are enforceable by the Council against the Owner and the Lessee and their successors in title and assigns

CONDITIONALITY AND CESSATION OF EFFECT

5.1 This Deed is conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of Clauses 8.1; 9.1; 14.1; 15.1; 16 to 23 inclusive and Paragraph 1 of the Second Schedule which shall come into effect immediately upon completion of this Deed

- 5.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to the Commencement of Development

THE OWNER'S AND LESSEE'S COVENANTS

- 6.1 The Owner and the Lessee covenant with the Council as set out in the First and Second Schedules of this agreement

THE COUNCIL'S COVENANTS

- 7.1 The Council covenants with the Owner and the Lessee as set out in the Third Schedule of this agreement

LEGAL COSTS

- 8.1 The Owner and the Lessee shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation preparation and execution of this Deed

APPROVALS

- 9.1 Where the agreement approval consent or expression of satisfaction is required by any party from any other party under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed

ENFORCEMENT

- 10.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 10.2 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those

deriving title from them SAVE THAT the obligations contained in Paragraph 2 of the First Schedule and the Second Schedule of this agreement shall be enforceable against owner-occupiers or tenants of the Affordable Housing Units as defined in the Second Schedule

10.3 This Deed shall not be enforceable against service companies or statutory undertakers who purchase (including by way of lease) or otherwise become proprietor of any land or obtain the benefit of any right wayleave covenant or easement in on over under or across the Land for the construction or installation of any structure or apparatus required to provide services in connection with the Development of the Land

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

MORTGAGEE EXCLUSION PROVISION

11.1 The affordable housing provisions in Schedule 2 of this Deed shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver)) of the whole or any part of the affordable dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the affordable dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the affordable dwellings to another registered provider or the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies , interest and costs and expenses; and if such disposal has not completed within the three month period, the mortgagee, chargee or receiver shall be entitled to dispose of the affordable dwellings free from the affordable housing provisions of this deed which provisions shall determine absolutely

WAIVER

- 12.1 No waiver (whether expressed or implied) by the Council or Owner or Lessee of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner or Lessee from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

INTEREST ON LATE PAYMENTS

- 13.1 Where any sum or amount has not been paid to the Council by the date on which it is due the Owner shall pay to the Council interest at the rate of 4% above the base lending rate from time to time of National Westminster Bank plc (calculated on a daily basis from the date on which it fell due) on that amount for the period from the due date up to and including the date of payment

USE OF CONTRIBUTIONS

- 14.1 If prior to the receipt of any contributions payable under the term of this Deed the Council incurs any expenditure in providing facilities or services to which this Deed authorises contributions to be applied then the Council may immediately following receipt of such contributions deduct therefrom sums equivalent to such expenditure, and it is hereby agreed and acknowledged that the Council shall not subsequently be required to repay any contributions set against such expenditure

CHANGE IN OWNERSHIP

- 15.1 The Owner and the Lessee agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan,

SAVE THAT this clause shall not apply to the sale of individual plots within the Development

LOCAL LAND CHARGE AND CANCELLATION OF ENTRIES

16.1 This Deed shall be registerable as a Local Land Charge by the Council

16.2 On the written request of the Owner or the Lessee at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge

16.3 Following the full performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed (and subject to the payment of the Council's reasonable and proper costs)

NOTICES

17.1 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

CONTRACTS RIGHTS OF THIRD PARTIES ACT

18.1 No person other than a party to this Deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999

SEVERANCE

19.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid illegal or unenforceable that provision or part-provision shall to the extent required be deemed to be deleted and the validity and enforceability of the other provisions of this deed shall not be affected

19.2 If any invalid unenforceable or illegal provision of this deed would be valid enforceable and legal if some part of it were deleted the parties shall amend such provision so that (as amended) it is legal valid and enforceable

and to the greatest extent possible achieves the parties' original intention

PAYMENTS

- 20.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

JURISDICTION

- 21.1 This Deed is governed by and interpreted in accordance with the law of England

DELIVERY

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

VARIATION

- 23.1 The terms and conditions of this Deed shall be capable of being varied by a Supplemental Deed executed by the Parties or their successors in title

DISPUTES

- 24.1 Any dispute or disagreement as to the interpretation of the terms of this Deed shall be referred to a single arbitrator to be appointed on the agreement of the Parties concerned or appointed on the application of any of the Parties concerned by the President or other proper officer of the Royal Institute of Chartered Surveyors who shall act as an arbitrator and his decision shall be binding and final upon the Parties concerned

COUNTERPARTS

- 25.1 This deed may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument

IN WITNESS whereof the Parties hereto have executed this Deed on the day and
year first before written

The map shows a residential area with several streets and buildings. A red line highlights a specific plot of land, which is the subject of the planning application. The plot is located between Clarendon Gardens and St James Road. The map also shows The Chase Gardens (Nursery) and various other residential buildings. A large black rectangle obscures a portion of the map, and a red circular stamp is visible on the left side.



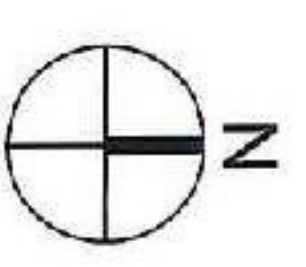
Drawing Title		Sheet No.	
Location Plan		Sheet No.	1:1250 @ A4
			
Station	Drawn/By	Rev	 PERSIMMON Together, we make a home
471	A-02-001-LP	A	
Diagram	Checked	Date	
br	SC	15.12.15	
APPROVAL		Signature	

"PLAN 3"

Accommodation Schedule		
Bedroom	Area	Quantity
2	548	2
3	969	2
3	932	2
3	761	5
3	874	2
4	1220	2
4	1222	3
4	1423	1
Affordable		
2	548	1
2	631	2
3	761	4
Total		28



- Open Market Housing Provision
- Intermediate Housing Provision
- Indicative tree positions. Please refer to landscape drawing for full planting schedule
- Indicative location of Cycle Store / Shed
- Indicates tree/hedge pruning

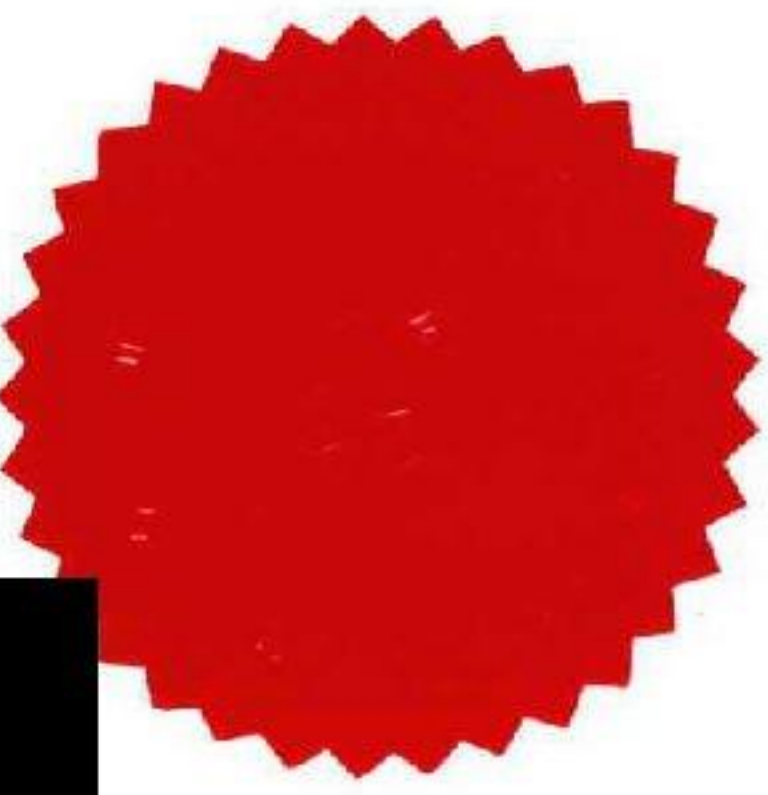


132740

Rev	Date	Rev	Date
A	14.03.16	B	14.03.16
C	14.03.16	D	14.03.16
E	14.03.16	F	14.03.16
G	14.03.16	H	14.03.16
I	14.03.16	J	14.03.16
K	14.03.16	L	14.03.16
M	14.03.16	N	14.03.16
O	14.03.16	P	14.03.16
Q	14.03.16	R	14.03.16
S	14.03.16	T	14.03.16
U	14.03.16	V	14.03.16
W	14.03.16	X	14.03.16
Y	14.03.16	Z	14.03.16



Drawing Title		Drawing No		Rev	
Tenure Plan		A-02-010-TP		F	
1:500 @ A3		471		471	
Scale		BR		KE	
10.12.15		APPROVAL		APPROVAL	
Purbrook School Lane, Havant		APPROVAL		APPROVAL	

[illegible]

[REDACTED]

PERSIMMON
Together, we make a home

School Title
Purbrook School
Lane, Havant

Scale

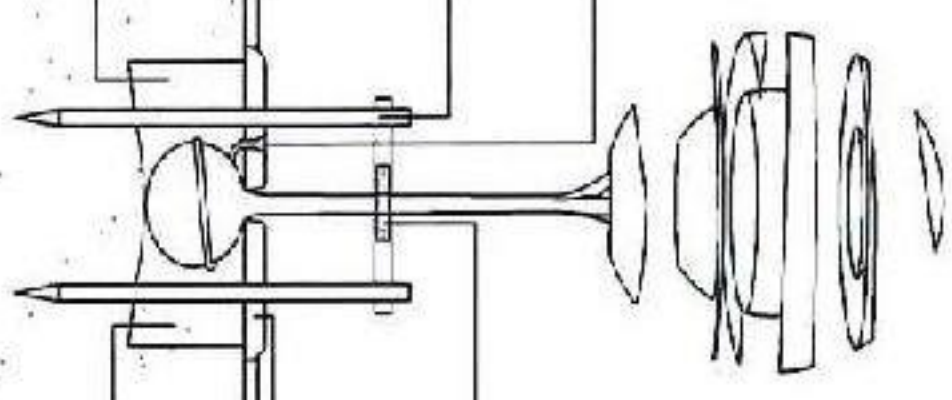
1:500 @ A3

Time (min)	0	10	15	20
Temperature (°C)	25.0	25.0	25.0	25.0
Pressure (atm)	1.0	1.0	1.0	1.0
Flow rate (mL/min)	1.0	1.0	1.0	1.0
Wavelength (nm)	254	254	254	254
Sample concentration (mg/mL)	0.1	0.1	0.1	0.1
Path length (cm)	1.0	1.0	1.0	1.0
Extinction coefficient (L/mol·cm)	1000	1000	1000	1000
Optical density	0.1	0.1	0.1	0.1
Concentration (mg/mL)	0.1	0.1	0.1	0.1
Volume (mL)	1.0	1.0	1.0	1.0
Mass (mg)	0.1	0.1	0.1	0.1
Yield (%)	100	100	100	100
Purity (%)	100	100	100	100
Stability (%)	100	100	100	100
Reproducibility (%)	100	100	100	100
Accuracy (%)	100	100	100	100
Precision (%)	100	100	100	100
Resolution (%)	100	100	100	100
Separation (%)	100	100	100	100
Identification (%)	100	100	100	100
Quantification (%)	100	100	100	100
Validation (%)	100	100	100	100
Reliability (%)	100	100	100	100
Robustness (%)	100	100	100	100
Specificity (%)	100	100	100	100
Sensitivity (%)	100	100	100	100
Linearity (%)	100	100	100	100
Range (%)	100	100	100	100
Limit of detection (%)	100	100	100	100
Limit of quantification (%)	100	100	100	100
Stability of instrument (%)	100	100	100	100
Stability of reagents (%)	100	100	100	100
Stability of operator (%)	100	100	100	100
Stability of environment (%)	100	100	100	100
Stability of equipment (%)	100	100	100	100
Stability of software (%)	100	100	100	100
Stability of data (%)	100	100	100	100
Stability of results (%)	100	100	100	100
Stability of conclusions (%)	100	100	100	100
Stability of reports (%)	100	100	100	100
Stability of records (%)	100	100	100	100
Stability of procedures (%)	100	100	100	100
Stability of methods (%)	100	100	100	100
Stability of standards (%)	100	100	100	100
Stability of controls (%)	100	100	100	100
Stability of blanks (%)	100	100	100	100
Stability of samples (%)	100	100	100	100
Stability of replicates (%)	100	100	100	100
Stability of duplicates (%)	100	100	100	100
Stability of triplicates (%)	100	100	100	100
Stability of quadruplicates (%)	100	100	100	100
Stability of quintuplicates (%)	100	100	100	100
Stability of sextuplicates (%)	100	100	100	100
Stability of septuplicates (%)	100	100	100	100
Stability of octuplicates (%)	100	100	100	100
Stability of nonuplicates (%)	100	100	100	100
Stability of decuplicates (%)	100	100	100	100
Stability of unduplicates (%)	100	100	100	100
Stability of vigintuplicates (%)	100	100	100	100
Stability of trigintuplicates (%)	100	100	100	100
Stability of quadrigintuplicates (%)	100	100	100	100
Stability of quinquagintuplicates (%)	100	100	100	100
Stability of sexagintuplicates (%)	100	100	100	100
Stability of septuagintuplicates (%)	100	100	100	100
Stability of octogintuplicates (%)	100	100	100	100
Stability of nonagintuplicates (%)	100	100	100	100
Stability of centuplicates (%)	100	100	100	100
Stability of vigintuplicates (%)	100	100	100	100
Stability of trigintuplicates (%)	100	100	100	100
Stability of quadrigintuplicates (%)	100	100	100	100
Stability of quinquagintuplicates (%)	100	100	100	100
Stability of sexagintuplicates (%)	100	100	100	100
Stability of septuagintuplicates (%)	100	100	100	100
Stability of octogintuplicates (%)	100	100	100	100
Stability of nonagintuplicates (%)				

addition to the current effort to improve the school lunch program, the school board is also planning to draw on the school lunch program's budget to fund the school's other programs.

between James. No amendments to his scaled form drawing exist for the purposes of Planning Appeal 376. The contractor should check all dimensions on site. It is the contractor's responsibility to ensure compliance with Building Regulations.

Tree Planting Pit Detail
within Soft Landscape

[illegible]

All components are supplied from Greenbue Urban or similar and approved



"PLAN 4"

SPECIFICATION
All works generally, to comply with the written Soft
Landscape Specification.

NOTE: DO NOT SCALE FROM DRAWING

Legend

- Existing trees to be retained and protected during construction
- Proposed trees planting within soft landscape. See detail on sheet.

Proposed mixed native hedge planting to be planted in a double staggered row 300mm apart and at 500mm centres in each row. To be established at 1m

Proposed shrub planting to receive

Proposed decorative mix shrub planting to be planted in groups of 5-7 no.

Proposed grass areas to receive good quality directly grazed turves laid in line with good horticultural

Proposed climbing plants to be trained in adjacent wall with

removed prior to planting

Egg grass seed mix as supplied
Emulsate and sown at 5 grams
per sq. ft. and approved

Proposed shaded streets, to be
with EWI woodland grass seed
supplied by Emersgate and sown

Proposed narrow areas
chippings for top dressing



ACID

ENVIRONMENTAL

Archaeology
Arbiculture
Landscape Architecture

ACD at three offices
 coefficient Paul Brimeux & C^{ie}lms, (France) Ltd.

Mainzburg, S.N. 6.0.3
 Tel 01656 825616

Ed 01483 425714

Tel 02382 026 300
and mail@cedaw.co.uk

www.elsevier.com/locate/jbiotec

PERSIMMO

Together, we make a home

Havant

lient: Persimmon

Swing: Soft Lands
date: January 20

Scale: 1:200 @ A1

Drawn: JD checked: AE

with 3572 with all fees have been paid in full.

THE FIRST SCHEDULE

The Owner's and the Lessee's Covenants with the Council

The Owners and the Lessee hereby covenant with the Council:

Notice of Commencement of Development

1. To give to the Council's Head of Planning at least ten (10) working days prior to Commencement of Development written notice confirming the date of Commencement of Development such notice to include the proposed date for such Commencement of Development together with details of the person or body who or which shall constitute the Owners at the time of such Commencement of Development and quoting the Planning Application reference number APP/16/00347

Affordable Housing

2. To comply with provisions of the Second Schedule of this Deed

Contributions

- 3.1. To pay or cause to be paid to the Council on behalf of the Solent Recreation Mitigation Partnership the Solent Recreation Mitigation Contribution in the following instalments
 - 3.1.1 50% prior to the Occupation of the First Open Market Dwelling
 - 3.1.2 50% prior to the Occupation of the thirteenth Open Market Dwelling
- 3.2 To pay or cause to be paid to the Council the Affordable Housing Contribution prior to Commencement of Development
- 3.3 To pay or cause to be paid to the Council at the written request of the Council at any time during the period beginning from first occupation of the Development and ending 3 years from Completion of the Development the TRD Contribution

4 Management and Maintenance of Common Parts

4.1 Not to Commence Development above ground level unless and until the Council has approved in writing the Owner's proposal for an entity or entities to be responsible for the maintenance and management of the Common Parts (or any part thereof) such proposals to include full details of the proposed Management Company including details of its structure and voting rights (if it is a company)

4.2 Not to Occupy or cause or permit Occupation of any Dwelling on the Land until:

4.2.1 the Management Company has been formed in accordance with the approved proposal; and

4.2.2 the Management Plan referred to in clause 5 below has been approved in writing by the Council

5 Management Plan

5.1 Prior to Occupation of any Dwelling to prepare and submit to the Council for written approval a management plan ("the Management Plan) containing proposals for arrangements to secure the future maintenance of the Common Parts by the Management Company (which may include a transfer of the Common Parts (or part thereof) to the Management Company or the granting of a long lease of the Common Parts (or part thereof) by the Owner in favour of the Management Company) so as to ensure that the Common Parts are properly maintained such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts, shall be met (by residents of the Development or otherwise)

5.2 To repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management Company is registered and the maintenance arrangements to be approved by the Council have been fully implemented

6. SUDS

6.1 To design a SUDS Scheme for the Development in accordance with the CIRIA C697 SUDS Manual or any equivalent and updated national design guidance as it may become available prior to obtaining the consents referred to below.

6.2 To obtain all necessary statutory consents for the SUDS scheme and to confirm that the design of the SUDS Scheme is such that the Lead Flood Authority and the Council are satisfied with the adequacy of the SUDS Scheme to serve the Development.

6.3 Following approval of the SUDS Scheme by the Lead Flood Authority and the Council to deliver in writing to the Council prior to Commencement of Development the following:

6.3.1 The extent of the SUDS Scheme necessary to serve the Development and an indicative programme together with illustrative drawings for the comprehensive delivery of the SUDS Scheme; and

6.3.2 A maintenance regime document for the SUDS Scheme to ensure its correct functioning and operation until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

6.4 To ensure that the SUDS Scheme designed for the Development shall be so designed as to attenuate flows on the Land so as not to exceed the greenfield run-off rate (Q_{bar}) from the Land calculated in accordance with the relevant standard (currently Institute of Hydrology 124 with appropriate pro-rata adjustment to reflect the site area). Proposals should be tested against 1, 30 and 100 year return periods and the design parameters of the Scheme shall address its construction, use and maintenance in light of local hydrology, land use, the impact and use of physical site features, resulting benefits to the community & the environment, and future operation (both economic & maintenance).

6.5 To provide to the Council prior to Commencement of Development the design of the SUDS Scheme including the provision of features necessary within the Development and without prejudice to the generality thereof (inter alia);

6.5.1.1 All relevant drawings and design calculations; and

6.5.1.2 A copy of the consents and evidence referred to in paragraph 1.2 above.

6.5.2 To agree in writing with the Council prior to Commencement of Development the designs for the SuDS Scheme together with a programme for its construction and delivery.

6.5.3 To construct the SuDS Scheme in accordance with the approved design and the programme agreed in accordance with paragraph 1.5.2 above.

6.5.4 Not to permit occupation of any Residential Unit within the Development unless and until the SuDS scheme has been constructed and is ready for use in accordance with the provisions of paragraph 1 of this Schedule 3.

6.5.5 To maintain the SuDS Scheme in accordance with the maintenance regime to be agreed in paragraph 1.3.2 above until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

6.5.6 To provide to the Council a performance bond ("Bond") issued by a clearing bank or other institution (hereinafter called "the Surety") approved by the Council (such approval not to be unreasonably withheld or delayed) in the form annexed hereto at the Fourth Schedule of this agreement unless otherwise agreed for the cost of construction of the SuDS scheme calculated at 10% of the open book construction cost of the sustainable surface water drainage system calculated by the Owner and agreed in writing by the Council

6.5.7 The Bond shall be to the effect that:

- If the Owner shall fail to construct the SuDS scheme in accordance with the provisions contained in this paragraph 1 of Schedule 3 or prior to completion of such construction shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Owner for such failure require by written notice the Surety to pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out the construction of the SuDS scheme and also the Council's reasonable legal costs properly arising from the provision of

the SuDS scheme for which sum the Surety binds itself and its successors and assigns to the Council, such Bond to be provided prior to Commencement of Development and to endure until the SuDS scheme is completed at which time the Council will confirm release of the bond which will not be unreasonably withheld

7. Boundary Screening

- 7.1 To implement a scheme of boundary screening to include the existing tree screen supplemented by additional planting to the northern boundary and a hedge to the western boundary of the Land prior to Commencement of Development in accordance with Plan 4 reference number PERSC19831 11 and thereafter to maintain the said boundary screening in perpetuity

8. Public Access across the Land

- 8.1 To provide and maintain perpetually public access in the form of a cycle and pedestrian route across the Land to the adjacent residential area to the east at Athens Way in a form to be approved by the Council in writing prior to Commencement of Development, and thereafter to perpetually provide public access across the roads and footpaths within the wider development as shown on Plan *Reference A-02-020-PL as agreed by the Council and pursuant to the Planning Permission.*

THE SECOND SCHEDULE

The Owners' Affordable Housing Covenants with the Council

1. Seven (7) of the Dwellings to be constructed on the Land shall be provided as Affordable Dwellings and shall be 4 No. three bedroom Dwellings and 3 No. two bedroom Dwellings which shall not be Occupied other than as Affordable Housing, subject to the provisions of this Schedule.
2. The seven (7) Affordable Dwellings shall be provided as Shared Ownership Units, unless otherwise agreed in writing by the Council.
3. The Affordable Dwellings shall be provided in locations as approved by plan 471-A-02-010-TP Rev F Tenure Plan (Plan 3) of planning consent reference APP/16/00347 unless otherwise agreed in writing by the Council
4. Not to Occupy or cause or permit Occupation more than 50 % of the Open Market Dwellings until the first four (4) of the Affordable Dwellings have been Delivered
5. Not to Occupy or cause or permit Occupation of more than 90% of the Open Market Dwellings until the remaining three (3) Affordable Dwellings have been Delivered and all of the Affordable Dwellings have been transferred to a Registered Provider
6. To ensure that the transfer to the Affordable Housing Provider of the Affordable Housing Land shall contain the following:
 - (i) a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing and
 - (ii) a covenant not to dispose of any of the Affordable Housing Units other than for the purpose of providing Affordable Housing to Eligible Persons, and
7. The covenants set out in this Second Schedule of this agreement shall not be binding or enforceable against any purchaser who purchases from the Affordable Housing Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's successors in title.
8. The Affordable Housing Units shall only be occupied by Eligible Persons.
9. The Low Cost Home Ownership Units (including Shared Ownership) shall only be let to persons nominated by the Help to Buy Agent

THE THIRD SCHEDULE

The Council's Covenants with the Owners

The Council hereby covenants with the Owners

1. When requested to issue a receipt in respect of any payment made pursuant to this Deed to the Council
2. To pay the Solent Recreation Contribution to the Solent Recreation Mitigation Partnership upon receipt thereof
3. On the written request of the Owner or Developer to repay any unexpended or uncommitted balance (including interest as accrued) of the Affordable Housing Contribution referred to above to the party from whom the original payment was made on the expiry of 7 years from the date of payment to the Council

THE FOURTH SCHEDULE

Form of SUDS Bond

Form of Bond

The Guarantee Bond is made as a deed between the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-

- (1) The 'Contractor' as principal
- (2) The 'Guarantor' as guarantor, and
- (3) The 'Employer'

Whereas

- (1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works') upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

- 1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the works.
- 2 The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to clause 4 the liability of the Guarantor to pay the Bond Amount shall be co-extensive with the liability of the Contractor to pay the Damages under the Contract.
- 3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.
- 4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in

respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded has been established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before Expiry.

5 The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6 The Guarantee Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.

7 The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.

8 This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Schedule

The Contractor: **Developer's details**

The Guarantor: **Bank's details**

The Employer: **THE COUNCIL OF THE BOROUGH OF HAVANT of**
Public Service Plaza Civic Centre Road Havant
Hampshire PO9 2AX

The Contract: details of the S106 Agreement

The Works the construction of a Sustainable Urban Drainage in
accordance with paragraphs xxx of Schedule xxxxx to
the Contract

The Bond Amount: The sum of (£xxxxxxx) xxxxxxxx pounds sterling only

The Expiry Date: This Bond will expire for receipt of demands upon the
completion of the Works and receipt of written
confirmation from the Council that the Works have
been completed in accordance with paragraph

6.5.7 of the s106 agreement entered into on [DATE]
by [PARTIES]

In witness whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this day of 2017

EXECUTED as a DEED by DEVELOPER)
in the presence of:-)

Director/Secretary

EXECUTED as a DEED by affixing the)
COMMON SEAL of xxxxxxxxxx)
BANK)
in the presence of:-)

Director/Secretary

THE COMMON SEAL OF THE COUNCIL OF THE
BOROUGH OF HAVANT was affixed
in the presence of:

[Redacted]

Authorised Signatory:

13270



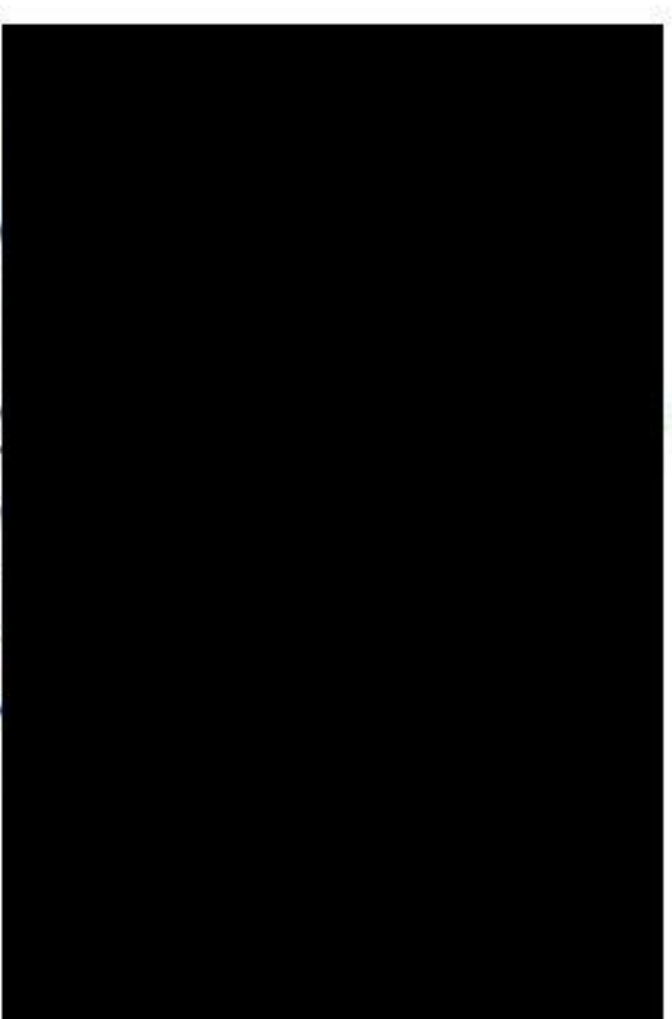
EXECUTED AS A DEED by THE PURBROOK PARK
LEARNING TRUST
in the presence of:

Director:



Director/Secretary

EXECUTED AS A DEED BY
PERSIMMON HOMES LIMITED acting by an attorney



Attorney Signature

In the presence of:



Witness Signature

WITNESS
Name TRACY WADDELL
Address Park View House
..... 100 Wickham Road
..... Fareham, PO16 7HT
Occupation LAND BUYER
.....