

THIS DEED OF AGREEMENT is made the 14th June 1993
day of
BETWEEN

324 (X)

3-4571

- (1) THE OWNER
- (2) THE MORTGAGEE (if any)
- (3) THE COUNCIL



1. In this Agreement:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended

1.2 "Application" means the application for planning permission in respect of the Land given a reference number which is set out in paragraph Five of the Schedule which Application to carry out the Development has been made to the Council as appropriate local planning authority

1.3 "the Council" means the Council of the Borough of Havant being the local planning authority by whom the within written Obligations are enforceable

1.4 "the Development" means the development described in paragraph Six of the Schedule

1.5 "the Land" means the land described at paragraph One of the Schedule and any buildings structures or erections at any time thereon

1.6 "the Mortgage" means the mortgage or charge (if any) described at paragraph Four of the Schedule and all of them if more than one

1.7 "the Mortgagee" means the mortgagee or chargee (if any) and in the case of more than one all of them described at paragraph Three of the Schedule

1.8 "Obligations" and "OBLIGATIONS" means those planning obligations (being restrictions requirements covenants agreements obligations or any of the foregoing) enforceable at law and in particular (but without prejudice to the availability to any enforcing authority of any power which may be available to it for the purposes of the enforcement of this Agreement) under the authority of those statutory provisions referred to in clause 5 of this Agreement and which are set out in paragraph Eight of the Schedule

1.9 "the Owner" means the owner and the in case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this Deed of Agreement acting and being obliged by this Agreement jointly and severally who is (or are) described at paragraph Two of the Schedule being a person or persons identified in accordance with Section 106(9)(c) of the Act

- 1.10 "the Permission" means the grant of planning permission made in response to the Application
- 1.11 "the Plan" means the plan annexed to this Agreement and in the case that more than one plan is annexed the appropriate plan in the context of this Agreement
- 1.12 "the Schedule" means the Schedule to this Agreement being an integral part of this Agreement
- 1.13 "the Solicitor" means the solicitor giving the certificate at item Seven of the Schedule
- 2.1 With the intention and so as permanently to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come and so that Obligations hereby imposed shall be enforceable both against the Owner and the Mortgagee (if any) and their respective successors the Owner and the Mortgagee (should it or they take possession of any part of the Land or exercise powers of sale under its security) HEREBY SEVERALLY COVENANT AND AGREE with the Council AS A PLANNING OBLIGATION TO COMPLY FULLY WITH THE OBLIGATIONS
- 2.2 This instrument or document hereby expresses itself as executed as a Deed
3. The Owner (and each of them acting in concert in the case of more than one joint owner) has produced a certificate of the Solicitor upon which Certificate the Council relies that the Owner is immediately entitled to possession and occupation of a freehold estate in the Land subject only to the Mortgage (if any) no other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity
4. In the case that the Land is subject to any mortgage the Mortgagee (or in the case of more than one each of them) is described at item Four of the Schedule and the Owner (and each of them severally or more than one) state and the Solicitor certifies with the intention that the Council shall rely upon the statement and certificate respectively that no other mortgage or charge has been concluded which affects the Land other than the Mortgage and in the event that none is so described that there is no such mortgage or charge THAT no person other than the Owner or Mortgagee (if any is

identified in the Schedule) has an interest either vested or contingent in the Land

5. This Agreement is entered into pursuant to Section 111 of the Local Government Act 1972 and Section 106 of the Act and all other appropriate statutory authority with the intent that it shall bind the Owner and Mortgagee (if any) and be enforceable against them and the persons deriving title under them and shall be a planning obligation for the purposes of the Act
6. The restrictions requirements covenants agreements and obligations contained within this Agreement shall have effect indefinitely from the time the Permission is first implemented wholly or in part
7. In the event of any difference between the description of the Development in this Agreement and the terms of the grant of permission issued by the Council in response to the Application the text of the grant of planning permission only shall be deemed to express the permission granted by the Council in response to the Application
8. References in this Agreement to expressions of full satisfaction on the part of the Council with things done in satisfaction of Obligations shall only be expressed in writing by the Council's Head of Development Control for the time being or such other officer who may be identified by the Council for this purpose
9. In the event that any provision of this Agreement is held to be invalid or unenforceable the remaining provisions of this Agreement shall remain in full force and effect
10. The underlined item headings in the Schedule do not form part of this Agreement and shall not be construed as such
11. The Council hereby grants permission to the Owner and its successors in title to the land to enter that part of the Roadway shown coloured blue and cross hatched black on the Plan drawing number HI 00/18 annexed hereto with or without workmen and equipment to carry out

such work and improvements as may be necessary to make up that said part of the Roadway in accordance with the specification set out in plan number 2 annexed hereto

12. The Terms of this Agreement (when implemented) shall replace and be in substitution for the Agreement dated 6th October 1989 and made between the same parties
13. The Owner the Mortgagee and their respective successors in title severally shall not be liable for any breach of the terms of this Deed which occurs after it or they have part with its or their interest in entirety of the land

THE SCHEDULE

1. (See clause 1.5) the Land
Former Silver Sands Holiday Camp land at Rails Lane Hayling Island shown edged with a heavy black line on the Plan
2. (See clause 1.9) the Owner(s):
Silver Sands Chalets (Hayling Island) Limited whose registered office is at Farpiece Elsted Midhurst West Sussex
3. (See clause 1.7) the Mortgagee(s) (if any):

None
4. (See clause 1.6) the Mortgage(s) (if any):

None
5. (See clause 1.2) the Council's planning application reference number:
93/50417/3
6. (See clause 1.4) the Development
16 two bedroomed and 11 three bedroom low cost affordable dwellings with adjacent access road, car parking and landscaping

7. (See clauses 1.12, 2 and 4) Solicitors' Certificate

Certificate of Title

As Solicitor for the Owner we hereby certify that on the date of this Agreement what is set out in clauses 3 and 4 and items 2, 3 and 4 of the Schedule to this Agreement is true

8. (See clause 1.8) the Obligations

§.1 In this paragraph Roadway means the road junction to be improved in the vicinity of the junction of Rails Lane and Norman Road was delineated and coloured blue on the Plan at drawing HI 00/18

§.1.1 Not to occupy or use or cause or permit any of the units of accommodation on the land to be used or occupied before the Roadway is made up or improved in accordance with the specification set out in the Plan at Drawing 416/54 annexed hereto and to the reasonable satisfaction of the Council's Director of Technical Services and/or the Highway Authority's (Hampshire County Council) duly authorised representative for the time being PROVIDED the Owner shall enter into such further agreements as the Highway Authority may reasonably require to enable the works shown on the specification set out in the Plan at drawing number 416/54 annexed hereto insofar as these are to be undertaken on that part of the Roadway shown coloured blue on the Plan at drawing number HI 00/18 annexed hereto

§.1.2 Until that part of the Roadway shown coloured blue and cross hatched black on the Plan at Drawing number HI 00/18 is adopted as highway maintainable at the public expense to ensure that it is at all times maintained to a standard which is to the reasonable satisfaction of the Council's Director of Technical Services for the time being

§.2 Before any unit of accommodation upon the Land is first occupied to construct to the reasonable satisfaction of the Head of Development Control a footway to connect the southern footway of Norman Road with the existing children's playground to the west of the Land all in general conformity with the sketch proposal shown on the Plan at Drawing 09B

^{2.1}
~~8.3.1~~ Before any unit of accommodation upon the Land is first occupied to prepare to the reasonable satisfaction of the Head of Development Control a specification for the care and maintenance of the areas to be used only for landscaping which are shown [edged green] "the landscaped area" on the Plan at Drawing 09B

^{2.2}
~~8.3.2~~ To provide and thereafter maintain the landscaped area hereafter in accordance with the specification described in paragraph ~~8.3.1~~ 2

~~8.4~~ Affordable Housing

³
~~8.4.1~~ Subject to paragraph ~~8.4~~ hereof no residential development shall be commenced upon or at the Land until the Council has approved (quite separately from any determination upon reserved matters or any alternative planning permission to which the Council may be way of amendment apply the terms of this Deed of Agreement) detailed proposals by the Owner to allocate and place permanently into the management control of a Housing Association 7 of the units of accommodation identified upon the Plan to be constructed and used for this purpose

^{3.1}
~~8.4.2~~ In this paragraph ~~8.4~~ Housing Association means a Housing Association registered under the Housing Associations Act 1985 (as amended)

^{3.2}
~~8.4.3~~ In this Schedule "unit of accommodation" means a house or flat built or fitted out in full compliance with all relevant statutes orders or decisions made thereunder capable of or fit to provide permanent residential accommodation for at least two persons

^{3.3}
~~8.4.4~~ In this paragraph ~~8.4~~ reference to "management" shall include the sale or lease of the relevant units of accommodation to a Housing Association or some other arrangement enforceable by the Housing Association which shall assure the Housing Association and through them their occupants who may occupy such unit of accommodation from time to time of a permanent right to occupation subject to the terms of an assured Tenancy Agreement

NOTES

1. CONSTRUCTION TO CONFORM TO H.C.C. DOCUMENT "ROADS IN RESIDENTIAL AREAS" SECOND EDITION.
2. PRECAST CONCRETE KERBS AND CHANNELS SHALL BE HYDRAULICALLY PRESSED AND COMPLY WITH B.S.343.
3. CHANNELS WILL ALWAYS BE REQUIRED WHERE LONGITUDINAL FALL IS LESS THAN 0.7%.
4. WHERE THE SUBGRADE IS FROST SUSCEPTIBLE THE OVERALL CONSTRUCTION THICKNESS SHOULD NOT BE LESS THAN 450mm IRRESPECTIVE OF THE SUBGRADE C.B.R. VALUE.
5. EQUILIBRIUM C.B.R. VALUES SHOWN IN TABLE 'A' ARE FOR GUIDANCE ONLY. FINAL DESIGN VALUES SHALL BE DETERMINED BY THE ENGINEER.
6. KERES AND CHANNELS ARE SHOWN WITH WINDROW LAYING METHOD.

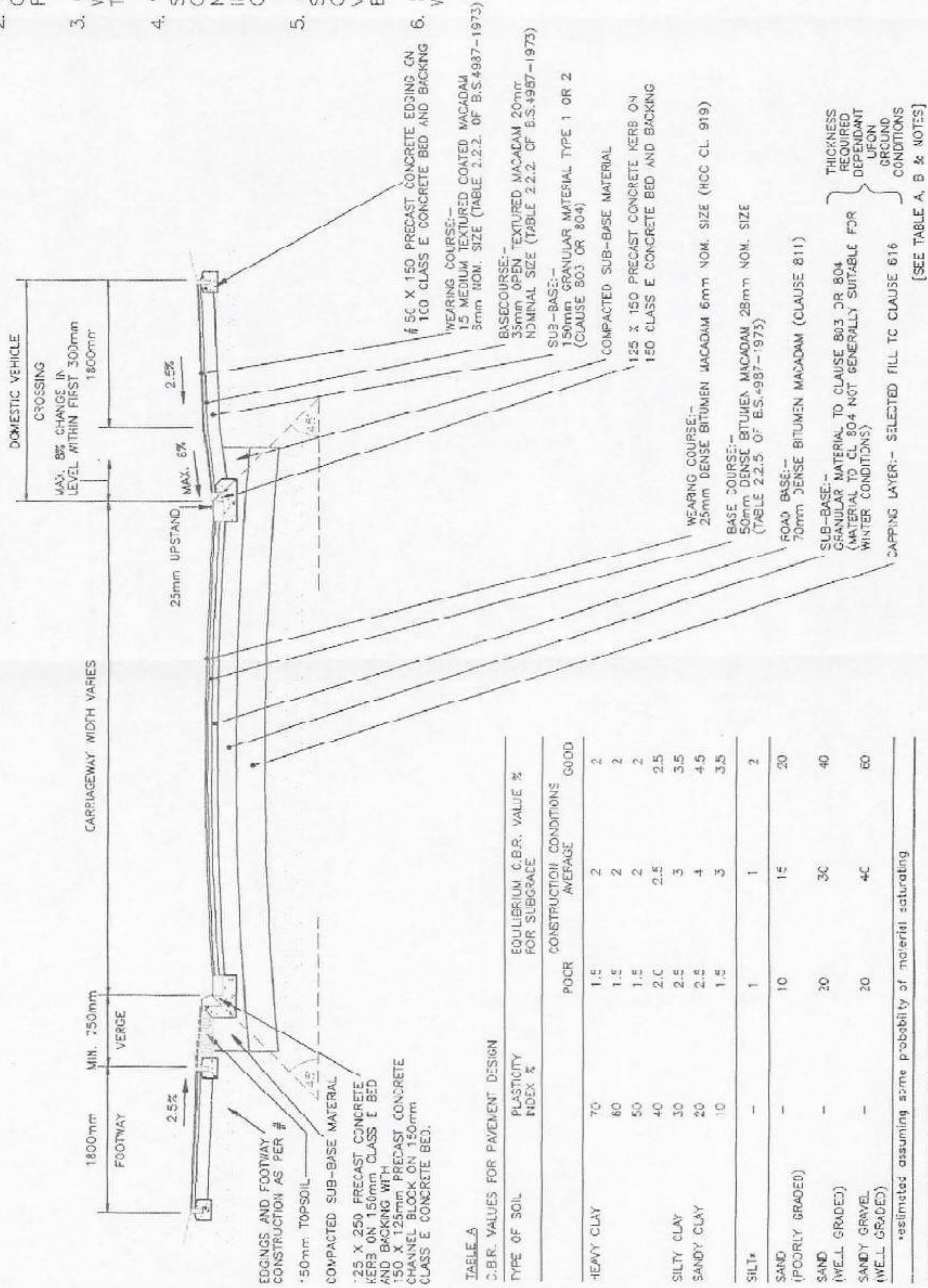


TABLE A

C.B.R. VALUES FOR PAVEMENT DESIGN

TYPE OF SOIL	PLASTICITY INDEX %	EQUILIBRIUM C.B.R. VALUE % FOR SUBGRADE	CONSTRUCTION CONDITIONS AVERAGE	GOOD
HEAVY CLAY	70	1.5	1.5	2
	80	1.5	2	2
	50	1.5	2	2
	40	2.0	2.5	2.5
SILTY CLAY	30	2.5	3	3.5
SANDY CLAY	20	2.5	4	4.5
	10	1.5	3	3.5
SILT*	-	1	1	2
SAND (POORLY GRADED)	-	10	15	20
SAND (WELL GRADED)	-	20	30	40
SANDY GRAVEL (WELL GRADED)	-	20	40	60

*estimated assuming some probability of material saturating

TABLE B

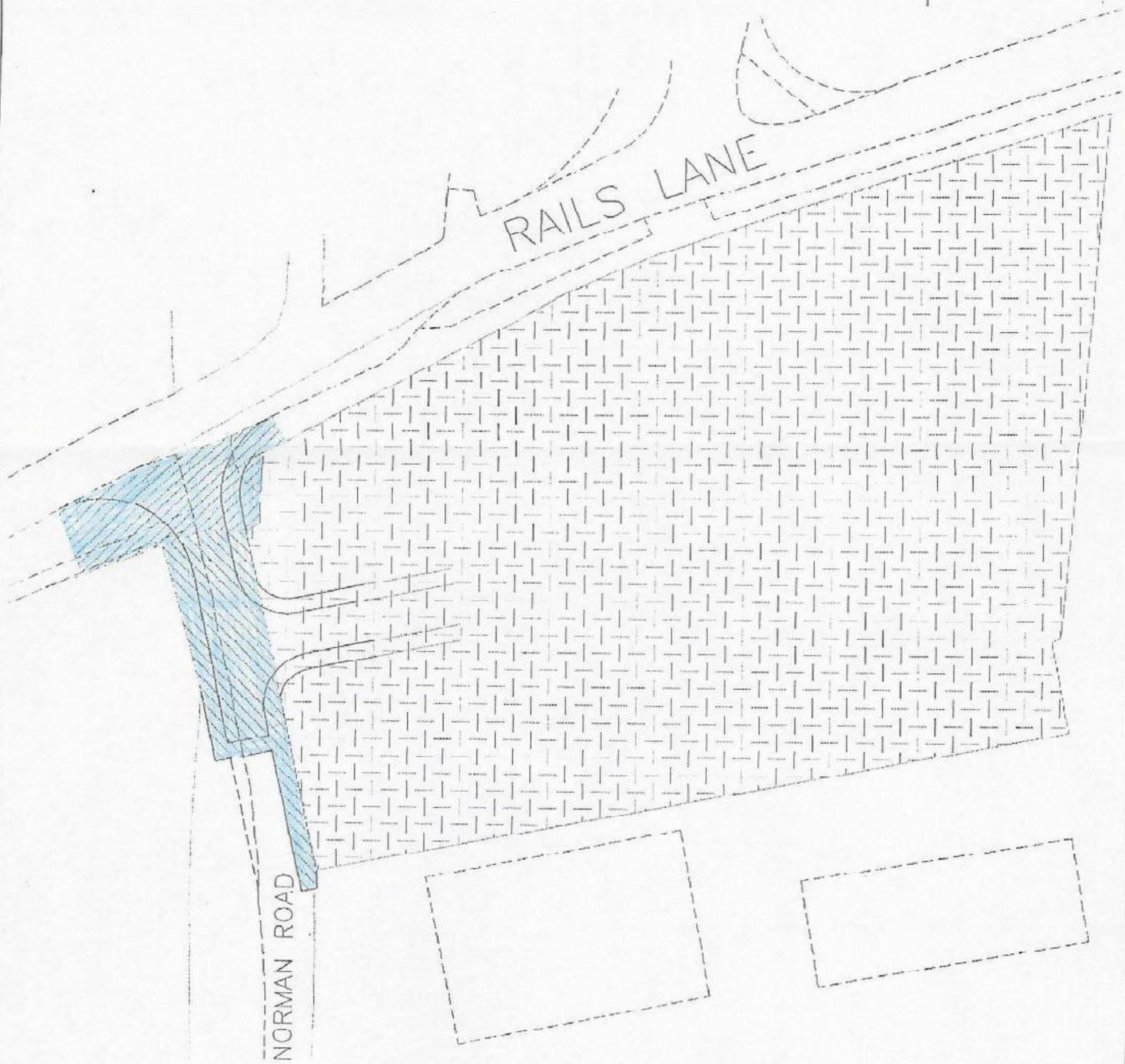
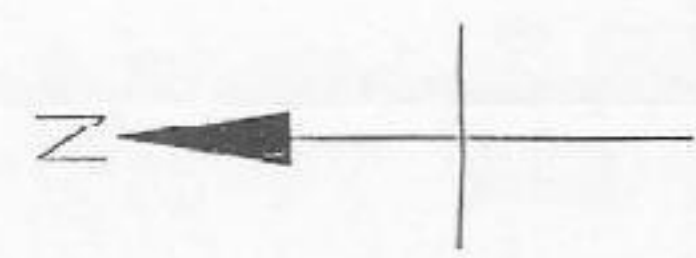
CAPPING LAYER AND SUB-BASE THICKNESS

SUBGRADE EQUILIBRIUM C.B.R.	CAPPING LAYER THICKNESS	SUB-BASE THICKNESS
C.B.R. 15%-30%	-	150mm
C.B.R. 5%-15%	-	225mm
C.B.R. 2%-5%	350mm	150mm
C.B.R. 2% and less	300mm	150mm

REV	DESCRIPTION	DATE	IN/S
Technical Services Department Civic Offices Civic Centre Road Havant, Hants. PO9 2A Telephone: Havant (0705) 474174			
TITLE STANDARD HIGHWAY DETAIL FLEXIBLE ESTATE ROAD CONSTRUCTION (MINOR ROUTES)			
DRAWN BY	M.B.	DRG No.	415/54
SCALE	NOT TO SCALE	NEG No.	25687
DATE	MARCH 1993	CAD No.	FESTROAD

-  Highway maintainable at public expense.
-  Highway not maintainable at public expense.
-  Works to be carried out by the developer.
-  The site.

REV	DESCRIPTION	DATE	INFS
			
Technical Services Department			
Borough of Havant Civic Offices Civic Centre Road Havant, Hants. PO9 2AY Telephone: Havant (0705) 474174			
TITLE RAILS LANE LOW COST HOUSING HAYUNG ISLAND			
WORK TO BE CARRIED OUT UNDER SECTION 106 (T.C.P. Act 90) AGREEMENT.			
DRAWN BY	P.J.M.	DWG No.	HI 00/18
SCALE	1:500	NEG No.	
DATE	MAY 1993	CAO No.	RAILS-LA



The drawing shall be subject to the following conditions:
 All dimensions shall be verified on site prior to construction.
 Based on the drawings, no ground dimensions may be taken.
 Ordnance Survey Licence No. A010030.

DATE: 22 JUN 2023
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

PUBLIC OPEN SPACE CALCULATIONS

TOTAL SITE AREA: 6027.00M²
 MIN. 10% REQUIRED: 602.70M²
 TOTAL PROVIDED: 6511.7M²
 • 10.50% PUBLIC OPEN SPACE

PUBLIC OPEN SPACE WITHIN SITE LIMITS

Harding Neill & Watson

A R C H I T E C T S

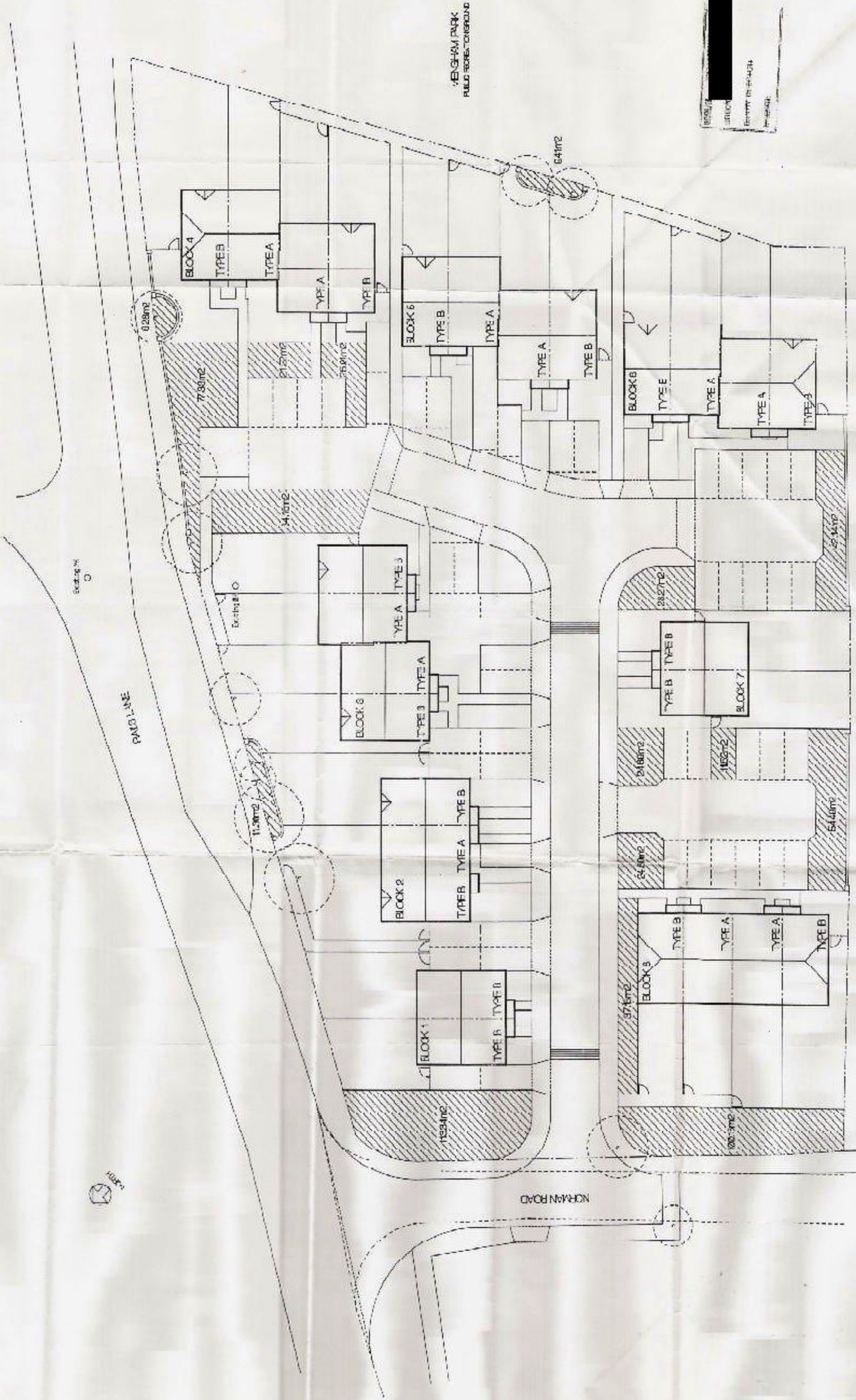
11 York Place
 Edinburgh, Scotland, EH1 1JN
 Tel: 0131 225 1100
 Fax: 0131 225 1101

LOW-COST HOUSING
 RAILE LANE
 HAYLING ISLAND

BLOCK PLAN
 PUBLIC OPEN SPACE STUDY

DATE	SCALE	TYPE	NO.
JUN 10/23	1:500	TP	1
NO. 922-13	1:5	TP	1

NOTE THAT THIS PLAN IS BASED ON THE SURVEY TAKEN BY EVANS GRANT (Drawing No. 100/101) DATED 19/01/2023. THE DRAWING MUST NOT BE SCALED AND ALL DIMENSIONS MUST BE VERIFIED ON SITE PRIOR TO WORK COMMENCING.



BISHAM PARK
 PUBLIC OPEN SPACE

MENDHAM PARK
 PUBLIC OPEN SPACE

RAILE LANE

NORMAN ROAD

3.4

8.5 Until all of those units of accommodation to be placed permanently into the management and control of a Housing Association by paragraph 8.4.1 of this Schedule have been completed and placed into such management and control no more than 14 units of accommodation (other than those allocated to affordable housing) shall be commenced to be constructed)

IN WITNESS whereof the parties hereto have executed this instrument or document as a Deed

THE COMMON SEAL of SILVER SANDS CHALETS (HAYLING ISLAND) LIMITED
SIGNED and DELIVERED by me)
the said)
was hereunto affixed)
as a Deed in the presence)
of:)



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

Borough Secretary

As Solicitors for Silver Sands Chalets (Hayling Island) Limited we hereby certify that as at 14 June 1993 what is set out in clauses 3 and 4 and Schedules 2, 3 and 4 of the Schedule to this Agreement is true
Deed 14 June 1993
Thomas Eggar Ursell Brier
Solicitors
Unit 2121

DATED

14th June

1993

SILVER SANDS CHALETS (HAYLING ISLAND) LIMITED

and

THE COUNCIL OF THE BOROUGH OF HAVANT

A G R E E M E N T

relating to land at former Silver Sands
Holiday Camp Rails Lane Hayling Island

C P DUGGAN
Borough Secretary and Solicitor
Havant Borough Council
Civic Offices
Civic Centre Road
Havant
Hampshire
PO9 2AX

AGTS/SILSAND