

DATED 27th SEPTEMBER 2017

(1) DERWENT DEVELOPMENTS LIMITED

(2) THE COUNCIL OF THE BOROUGH OF HAVANT

(3) HAMPSHIRE COUNTY COUNCIL

DEED OF VARIATION to SECTION 106 AGREEMENT

relating to the development of

Woodcroft Farm Development Site, Woodcroft Lane

Waterlooville, Hampshire

PLANNING APPLICATION REF: APP/13/00804

SH[∞]SMITHS

Russell House
1550 Parkway
Solent Business Park
Whiteley Fareham
Hampshire PO15 7AG
Tel: 08700 866800
Fax: 08700 866801
E-Mail: solent@shoosmiths.co.uk
Ref. KJH/M-00344060

(D) The Council and the County Council are local planning authorities for the purposes of the 1990 Act and are entitled to enforce the obligations herein in relation to the Site against the landowners

THIS DEED OF VARIATION is dated 27th SEPTEMBER 2017 and made

BETWEEN:

1. **DERWENT DEVELOPMENTS LIMITED** (Company Registration Number 01899218) of whose registered office is City Gate, Saint James Boulevard, Newcastle Upon Tyne NE1 4JE (the "First Landowner");
2. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Civic Offices, Havant, Hampshire, PO9 2AX (the "Council");
3. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ (the "County Council" and "Second Landowner").

BACKGROUND

- (A) Unless otherwise stated the expressions in the Section 106 Agreement shall bear the same meaning in this Deed of Variation unless the context otherwise so admits.
- (B) Further to the completion of the Section 106 Agreement the Planning Permission was granted.
- (C) The First Landowner, the Second Landowner and the Council have agreed to enter into this Deed of Variation to replace the Affordable Housing Plan attached to the Section 106 Agreement with the plan annexed to this Deed of Variation and as set out in this Deed of Variation above

OPERATIVE PROVISIONS AND INTERPRETATION:

- 1.1 This Deed of Variation is made pursuant to Section 106A of the 1990 Act and contains amendments to the planning obligations contained in the Section 106 Agreement.
- 1.2 Save where expressly stated otherwise the words and expressions used in the Deed of Variation shall have the meaning assigned to them in the Section 106 Agreement.
- 1.3 In this Deed of Variation the following terms have the following meanings:

"Section 106 Agreement"	means the Section 106 Agreement dated 5 May 2015 made between Derwent Development Limited (1) The Council of the Borough of Havant (2) and Hampshire County Council (3)
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2 VARIATION TO THE SECTION 106 AGREEMENT:

- 2.1 Save as expressly varied by this Deed of Variation the Section 106 Agreement shall remain in full force and effect.
- 2.2 The plan attached to the Section 106 Agreement and marked "Affordable Housing Plan" shall be removed and replaced with both the plan annexed at Annex 1 of this Deed of Variation and the Schedule of Accommodation annexed to this Deed of Variation at Annex 3.
- 2.3 The plan attached to the Section 106 Agreement and marked "Phasing Plan" shall be removed and replaced with the plan annexed at Annex 2 of this Deed of Variation.
- 2.4 The following definitions shall be added to clause 1 of the Section 106 Agreement:

Phase 1	means the area of land hatched in red and identified as such on the Phasing Plan
Phase 2	means the area of land hatched in blue and identified as such on the Phasing Plan
Phase 3	means the area of land hatched in green and identified as such on the Phasing Plan

- 2.5 The following definitions shall be deleted from the Section 106 Agreement

Phase 1	means the area of land coloured in pink and identified as such on the Phasing Plan
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- 2.6 Paragraph 1.2 of Schedule 3 of the Section 106 Agreement shall be deleted and replaced with the following wording

"1.2 The Landowners shall not cause or permit Occupation of any Residential Units in a Phase of the Development including Residential Units until the Public Open Space within that Phase has been provided in accordance with the Public Open Space Plan"

- 2.7 In paragraph 5.2 of Schedule 3 of the Section 106 Agreement the words "for which SUDS is required" shall be inserted in the second line between the words "Development" and "the".

- 2.8 The words "with the exception of Phase 1" shall be added to paragraphs 1.1 and 1.2 of Schedule 8 of the Section 106 Agreement after the word "Phase".

- 2.9 In paragraphs 2.1.4, 2.1.5 and 2.1.6 of Schedule 10 of the Section 106 Agreement, the term "Phase 1" shall be deleted and replaced with "Phase 2".

- 2.10 In paragraph 3.1.1 of Schedule 3 of the Section 106 Agreement the words "in each of Phase 2 and Phase 3" shall be inserted between the words "units" and "within" in the first line.

- 2.11 In paragraph 3.1.4 of Schedule 3 of the Section 106 Agreement the reference to the Code for Sustainable Homes shall be deleted.

- 2.12 The following wording shall be inserted as a new paragraph 3.1.12 in Schedule 3 of the Section 106 Agreement

"3.1.12 It is agreed that the above paragraph 3.1.11 of Schedule 3 to the Section 106 Agreement shall apply separately to Phase 2 and Phase 3 of the Development"

- 2.13 The following wording shall be inserted into the Section 106 Agreement as a new clause 2.8

"2.8 It is hereby agreed that the following parts of this Deed shall be applied separately to Phase 2 and Phase 3 of the Development PROVIDED THAT where any obligation is performed which includes the requirements of both Phase 2 and Phase 3 then such an obligation will not need to be repeated.

2.8.1 Paragraph 4 of Schedule 3

2.8.2 Paragraph 5 of Schedule 3

2.8.3 Paragraph 3 of Schedule 4"

2.14 In paragraphs 2.1-2.4 of Schedule 3 of the Section 106 Agreement, the words "Community Development Contribution" shall be deleted and replaced with "Community Worker Contribution".

2.15 Paragraphs 1 and 2 of Schedule 4 of the Section 106 Agreement shall be deleted and replaced with the following wording:

"Highway Works

Positive Covenants

- 1.1 To enter into a Highways Agreement for the Lovedean Lane/Milton Road Roundabout Works prior to first occupation of any Residential Unit
- 1.2 To carry out the Lovedean Lane/Milton Road Roundabout Works to the written satisfaction of the County Council as evidenced by the issue of a Completion Certificate prior to the Occupation of any Residential Units.
- 1.3 To enter into a Highways Agreement for the Eagle Avenue Works prior to first occupation of any Residential Unit.
- 1.4 To carry out the Eagle Avenue Works to the written satisfaction of the County Council as evidenced by the issue of a Completion Certificate prior to the Occupation of 100 Residential Units unless the County Council agrees a later trigger in writing
- 1.5 To enter into a Highways Agreement and carry out to the written satisfaction of the County Council works for the temporary bellmouth construction access prior to Commencement of Development as evidenced by the issue of a Completion Certificate

Negative Covenants

- 2.1 Not to Occupy any Residential Unit unless the Landowners have entered into a Highways Agreement with the County Council for the Lovedean Lane/Milton Road Roundabout Works and carried out the Lovedean Lane/Milton Road Roundabout Works to the written satisfaction of the County Council as evidenced by the issue of a Completion Certificate.
- 2.2 Not to Occupy any Residential Unit unless the Landowners have entered into a Highways Agreement with the County Council for the Eagle Avenue Works and not to Occupy more than 100 Residential Units (unless the County Council agrees a later trigger in writing) unless it has carried out the Eagle Avenue Works to the written satisfaction of the County Council as evidenced by the issue of a Completion Certificate
- 2.3 Not to Commence construction of any Residential Unit unless the Landowners have entered into a Highways Agreement with the County Council for the temporary bellmouth construction access and completed the temporary bellmouth construction access to written satisfaction of the County Council as evidenced by the issue of a Completion Certificate"

3 COSTS

- 3.1 The First Landowner hereby agrees to pay to the Council its reasonable costs in the preparation of this Deed of Variation.

4 LAND CHARGES

- 4.1 This Deed of Variation shall be registered as a local land charge by the Council.

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

The Common Seal of **THE COUNCIL OF**
THE BOROUGH OF HAVANT was affixed

in the presence of



.....
Authorised Signatory

Executed as a Deed by **DERWENT DEVELOPMENTS LIMITED** in the presence of:

[Redacted Signature]

[Redacted Signature]

Witness

S. WIGLEY

Witness Name

Team Assistant

Job Title

No. 1 London Bridge

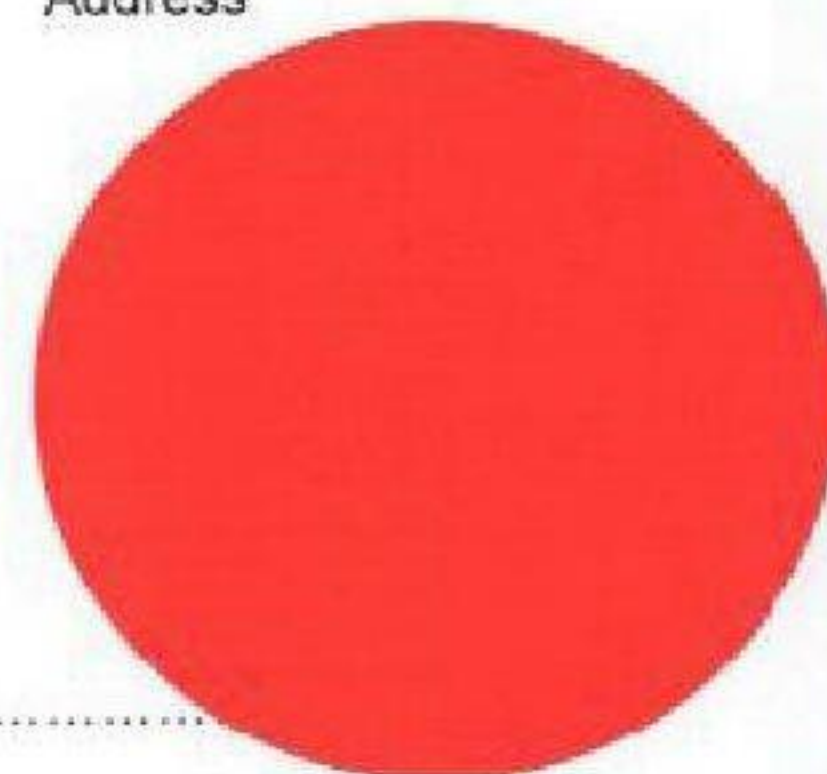
London

SE1 9BG

Address

The Common Seal of **HAMPSHIRE COUNTY COUNCIL** was affixed in the presence of:

[Redacted Signature]



Authorised Signatory 36/8679

ANNEX 1

Affordable Housing Plan



- KEY
- AFFORDABLE RENT
 - SHARED OWNERSHIP

Scale
0m 10 20 30 40 50 100m 200m

OMEGA
PARTNERSHIP

OMEGA PARTNERSHIP
100% OWNED AND DEVELOPED BY OMA PARTNERSHIP
OMEGA PARTNERSHIP IS A 50:50 JOINT VENTURE BETWEEN
OMEGA PARTNERSHIP (A COMPANY INCORPORATED IN IRELAND) AND
OMEGA PARTNERSHIP (A COMPANY INCORPORATED IN IRELAND)

granger plc

GRANGER PLC
WOLSCOTT AVE, HAVANT
AFFORDABLE PLAN

1:200 @ A0
NOVEMBER 2012
PLANNING

1924
2:110
1924-C-1100-B

ANNEX 2
Phasing Plan



OMEGA
PARTNERSHIP
Omega Partnership Limited Architects and Urban Designers
Unit 6, Mill Court, Mill Lane, Lutterworth, Leicestershire, LE17 7DE
Tel: 01532 541333 or www.omegapartnership.co.uk

DATE: 15/01/2017
DRAWN: J. DAVIES
CHECKED: J. DAVIES
SCALE: 1:1000
PROJECT: WOODCROFT AREA, HAVANT

grainger plc

GRAINGER PLC
WOODCROFT AREA, HAVANT
PHASING PLAN
FEBRUARY 2017

1954 A-10C D
1924-A-1050-D

ANNEX 3

Schedule of Accommodation

06th June 2017

To be read in conjunction with drawing 1924-A-1011-N & 1050-C

Phase	Tenure	TYPE	NO. of Units	Tenure Total	Tenure %
Phase 2	Private	2 Bed Flat	8	120	75.00%
	Private	2 Bed Flat	10		
	Private	2 Bed House	17		
	Private	3 Bed House	57		
	Private	4 Bed House	22		
	Affordable: Rented	2 Bed Flat	4	21	13.13%
	Affordable: Rented	2 Bed House	8		
	Affordable: Rented	3 Bed House	4		
	Affordable: Shared Ownership	2 Bed Flat	9	19	11.88%
	Affordable: Shared Ownership	2 Bed House	13		
	Affordable: Shared Ownership	3 Bed House	7		
Phase 2 Total			160	160	100.00%
Phase 3	Private	1 Bed Flat	1	81	63.28%
	Private	2 Bed Flat	5		
	Private	2 Bed House	13		
	Private	3 Bed House	40		
	Private	4 Bed House	22		
	Affordable: Rented	2 Bed Flat	9	22	17.19%
	Affordable: Rented	2 Bed House	5		
	Affordable: Rented	3 Bed House	6		
	Affordable: Rented	4 Bed House	2		
	Affordable: Shared Ownership	2 Bed Flat	9	25	19.53%
	Affordable: Shared Ownership	2 Bed House	8		
	Affordable: Shared Ownership	3 Bed House	8		
Phase 3 Total			128	128	100.00%

Phase 2	REF	TYPE	NO. BEDROOMS	NO. BED SPACES	STOREY	SIZE	NO. UNITS	TOTAL SQ.FT	Total No. Units	%
Private:	18F1	Flat	1	2	N/A	624	2	1248	8	75.00%
	18F2	Flat	1	2	N/A	624	2	1248		
	18F3	Flat	1	2	N/A	574	2	1148		
	18F4	Flat	1	2	N/A	546	0	0		
	18F5	Flat	1	2	N/A	650	2	1300		
	28F1	Flat	2	4	N/A	725	2	1450	16	
	28F2	Flat	2	4	N/A	725	2	1450		
	28F3	Flat	2	4	N/A	676	2	1352		
	28F4	Flat	2	4	N/A	710	0	0		
	28F5	Flat	2	4	N/A	650	2	1300		
	28F6	Flat	2	4	N/A	723	2	1446	17	
	28F6G	Flat over garage	2	4	2	723	2	1446		
	28H1	House	3	5	2	834	8	6672		
	28H2	House - side entry	3	5	2	921	0	0		
	28H3	House	3	5	2	930	6	5580		
	28H4	House	3	5	2	985	3	2955		
	28H4+	House	3	5	2	1008	1	1008	57	
	28H5	House - side entry	3	5	2	999	4	3996		
	28H6	House - angled	3	5	2	1050	5	5250		
	28H6A	House - angled	3	5	2	1050	0	0		
	28H7	House - 2.5 storey	3	6	2.5	1152	25	28800		
	28H8	House - side entry	3	5	2	1025	5	5125	22	
	28H9	House	3	5	2	912	0	0		
	48H1	House	4	7	2	1280	2	2560		
	48H2	House	4	8	2	1405	8	11240		
	48H2-F	House	4	8	2	1375	3	4125		
	48H3	House	4	7	2	1389	0	0	22	
	48H4	House	4	7	2	1389	0	0		
	FARMHOUSE	House	4	8	2	1240	7	9680		
	48H4	House	4	7	2	1389	0	0		
	48H5	House	4	7	2	1450	1	1450		
48H5	House	4	7	2	1076	0	0			
Total Private (Units):							120	116086	120	75.00%
Affordable: Rent	28F1-AFF	Flat	2	4	N/A	788	2	1576	9	13.13%
	28F2-AFF	Flat	2	4	N/A	785	1	785		
	28F3-AFF	Flat	2	4	N/A	756	2	1512		
	28F4-AFF	Flat	2	4	N/A	756	1	756		
	28F5-AFF	Flat	2	4	N/A	723	2	1446		
	28F6-AFF	Flat	2	4	N/A	724	1	724	8	
	28H1-AFF	House	3	5	2	807	8	6456		
	28H2-AFF	House	3	5	2	915	4	3660		
	28H3-AFF	House	3	5	2	915	2	1830		
	28H4-AFF	House	3	5	2	915	7	6405		
Affordable: Shared Ownership	28MAIS-AFF	Maisonette	2	4	N/A	723	2	1446	10	11.88%
	28H-AFF	House	2	4	2	807	10	8070	10	
	28H-AFF	House	3	5	2	915	7	6405	7	
Total Affordable (Units):							40	32836	40	25.00%
Total Phase 2 (Units):							160	148922		

Phase 3	REF	TYPE	NO. BEDROOMS	NO. BED SPACES	STOREY	SIZE	NO. UNITS	TOTAL SQ. FT.	Total No. Units	%
Private:	18F1	Flat	1	2	N/A	624	0	0	1	63.28%
	18F2	Flat	1	2	N/A	624	0	0		
	18F3	Flat	1	2	N/A	574	0	0		
	18F4	Flat	1	2	N/A	546	1	546		
	18F5	Flat	1	2	N/A	650	0	0		
	28F1	Flat	2	4	N/A	725	0	0	5	
	28F2	Flat	2	4	N/A	725	0	0		
	28F3	Flat	2	4	N/A	676	0	0		
	28F4	Flat	2	4	N/A	710	3	2130		
	28F5	Flat	2	4	N/A	650	0	0		
	28F6	Flat	2	4	N/A	723	2	1446	13	
	28F0G	Flat over garage	2	4	2	723	2	1446		
	28H1	House	3	5	2	834	7	5838		
	28H2	House - side entry	3	5	2	921	1	921		
	28H3	House	3	5	2	930	13	12090		
	28H4	House	3	5	2	985	5	4925	40	
	28H4+	House	3	5	2	1008	4	4032		
	28H5	House - side entry	3	5	2	999	1	999		
	28H6	House - angled	3	5	2	1050	3	3150		
	28H6A	House - angled	3	5	2	1050	0	0		
	28H7	House - 2.5 storey	3	6	2.5	1152	4	4608	22	
	28H8	House - side entry	3	5	2	1025	1	1025		
	28H9	House	3	5	2	915	1	915		
	48H1	House	4	7	2	1280	11	14080		
	48H2	House	4	8	2	1405	8	11240		
	48H2-F	House	4	8	2	1375	2	2750	22	
	48H3	House	4	7	2	1389	0	0		
	FARMHOUSE	House	4	8	2	1240	0	0		
	48H3	House	4	8	2	1240	0	0		
	48H3	House	4	7	2	1389	0	0		
48H4	House	4	7	2	1450	0	0			
48H5	House	4	7	2	1076	1	1076			
							81		80611	
Total Private (Units):										
Affordable: Rent	28F1-AFF	Flat	2	4	N/A	788	2		1576	9
	28F2-AFF	Flat	2	4	N/A	785	1	785		
	28F3-AFF	Flat	2	4	N/A	730	2	1512		
	28F4-AFF	Flat	2	4	N/A	756	1	756		
	28F5-AFF	Flat	2	4	N/A	723	2	1446		
	28F6-AFF	Flat	2	4	N/A	724	1	724	8	
	28H1-AFF	House	3	5	2	807	5	4035		
	28H2-AFF	House	3	5	2	915	6	5490		
	28H3-AFF	House	3	5	2	1076	2	2152		
	48H1-AFF	House	4	6	2	1076	2	2152		
Affordable: Shared Ownership	28F1-AFF	Flat	2	4	N/A	788	2	1576	9	19.53%
	28F2-AFF	Flat	2	4	N/A	785	1	785		
	28F3-AFF	Flat	2	4	N/A	756	2	1512		
	28F4-AFF	Flat	2	4	N/A	756	1	756		
	28F5-AFF	Flat	2	4	N/A	723	2	1446		
	28F6-AFF	Flat	2	4	N/A	724	1	724	8	
	28H1-AFF	House	3	5	2	807	5	4035		
	28H2-AFF	House	3	5	2	915	6	5490		
	28H3-AFF	House	3	5	2	1076	2	2152		
	48H1-AFF	House	4	6	2	1076	2	2152		
Total Affordable (Units):							47	38575	47	38.72%
Total Phase 3 (Units):							128	101186		100.00%

06th June 2017

To be read in conjunction with drawing 1924-A-1011-N & 1050-C

	REF	TYPE	NO. BEDROOMS	NO. BED SPACES	STOREY	SIZE	NO. UNITS	TOTAL SQ.FT
Private:	1BF1	Flat	1	2	N/A	624	2	1248
	1BF2	Flat	1	2	N/A	624	2	1248
	1BF3	Flat	1	2	N/A	574	2	1148
	1BF4	Flat	1	2	N/A	546	0	0
	1BF5	Flat	1	2	N/A	650	2	1300
	2BF1	Flat	2	4	N/A	725	2	1450
	2BF2	Flat	2	4	N/A	725	2	1450
	2BF3	Flat	2	4	N/A	676	2	1352
	2BF5	Flat	2	4	N/A	710	0	0
	2BF6	Flat	2	4	N/A	650	2	1300
	2BFOG	Flat over garage	2	4	2	723	8	5784
	2BH1	House	2	4	2	680	17	11560
	3BH1	House	3	5	2	834	8	6672
	3BH2	House -side entry	3	5	2	921	0	0
	3BH3	House	3	5	2	930	6	5580
	3BH4	House	3	5	2	985	3	2955
	3BH4+	House	3	5	2	1008	1	1008
	3BH5	House - side entry	3	5	2	999	4	3996
	3BH6	House -angled	3	5	2	1050	5	5250
	3BH6A	House -angled	3		2	1050	0	0
	3BH7	House -2.5 storey	3	6	2.5	1152	25	28800
	3BH8	House -side entry	3	5	2	1025	5	5125
	3BH9	House	3	5	2	915	0	0
	4BH1	House	4	7	2	1280	2	2560
	4BH2	House	4	8	2	1405	9	12645
	4BH2-F	House	4	8	2	1375	3	4125
	4BH3	House	4		2	1389	0	0
	FARMHOUSE	House			2		0	0
	4BH3	House	4	6	2	1240	7	8680
	4BH3	House	4		2	1389	0	0
	4BH4	House	4	7	2	1450	1	1450
	4BH5	House	4	7	2	1076	0	0
	Total Private (Units):							120
Affordable: Rent	2BF1-AFF	Flat	2	4	N/A	788	2	1576
	2BF2-AFF	Flat	2	4	N/A	785	1	785
	2BF3-AFF	Flat	2	4	N/A	756	2	1512
	2BF4-AFF	Flat	2	4	N/A	756	1	756
	2BF5-AFF	Flat	2	4	N/A	723	2	1446
	2BF6-AFF	Flat	2	4	N/A	724	1	724
	2BH-AFF	House	2	4	2	807	8	6456
	3BH-AFF	House	3	5	2	915	4	3660
	2BMAIS-AFF	Maisonette	2	4	N/A	723	2	1446
	2BH-AFF	House	2	4	2	807	10	8070
Affordable: Intermediate	3BH-AFF	House	3	5	2	915	7	6405
Total Affordable (Units):							40	32836
Total Phase 2 (Units):							160	149522

07th June 2017

To be read in conjunction with drawing 1924-A-1011-N & 1050-C

	REF	TYPE	NO. BEDROOMS	NO. BED SPACES	STOREY	SIZE	NO. UNITS	TOTAL SQ.FT	
Private:	1BF1	Flat	1	2	N/A	624	0	0	
	1BF2	Flat	1	2	N/A	624	0	0	
	1BF3	Flat	1	2	N/A	574	0	0	
	1BF4	Flat	1	2	N/A	546	1	546	
	1BF5	Flat	1	2	N/A	650	0	0	
	2BF1	Flat	2	4	N/A	725	0	0	
	2BF2	Flat	2	4	N/A	725	0	0	
	2BF3	Flat	2	4	N/A	676	0	0	
	2BF5	Flat	2	4	N/A	710	3	2130	
	2BF6	Flat	2	4	N/A	650	0	0	
	2BFOG	Flat over garage	2	4	2	723	2	1446	
	2BH1	House	2	4	2	680	13	8840	
	3BH1	House	3	5	2	834	7	5838	
	3BH2	House -side entry	3	5	2	921	1	921	
	3BH3	House	3	5	2	930	13	12090	
	3BH4	House	3	5	2	985	5	4925	
	3BH4+	House	3	5	2	1008	4	4032	
	3BH5	House - side entry	3	5	2	999	1	999	
	3BH6	House -angled	3	5	2	1050	3	3150	
	3BH7	House -2.5 storey	3	6	2.5	1152	4	4608	
	3BH8	House -side entry	3	5	2	1025	1	1025	
	3BH9	House	3	5	2	915	1	915	
	4BH1	House	4	7	2	1280	11	14080	
	4BH2	House	4	8	2	1405	8	11240	
	4BH2-F	House	4	8	2	1375	2	2750	
	FARMHOUSE	House			2		0	0	
	4BH3	House	4	6	2	1240	0	0	
	4BH4	House	4	7	2	1450	0	0	
	4BH5	House	4	7	2	1076	1	1076	
	Total Private (Units):							81	80611
	Affordable:	2BF1-AFF	Flat	2	4	N/A	788	4	3152
		2BF2-AFF	Flat	2	4	N/A	785	2	1570
		2BF3-AFF	Flat	2	4	N/A	756	4	3024
2BF4-AFF		Flat	2	4	N/A	756	2	1512	
2BF5-AFF		Flat	2	4	N/A	723	4	2892	
2BF6-AFF		Flat	2	4	N/A	724	2	1448	
2BMAIS-AFF		Maisonette	2	4	N/A	723	0	0	
2BH-AFF		House	2	4	2	807	13	10491	
3BH-AFF		House	3	5	2	915	14	12810	
4BH-AFF		House	4	6	2	1076	2	2152	
Total Affordable (Units):							47	39051	
Total Phase 3 (Units):							128	119662	