Dated 28th February 2015

DENISE ANN TILLER

and

RONALD ALAN KING AND JAYNE KING

and

SHIRLEY ANN KING

and

MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE

and

LINDEN LIMITED

and

HAVANT BOROUGH COUNCIL

and

EAST HAMPSHIRE DISTRICT COUNCIL

and

THE BANK OF SCOTLAND

and

LLOYD BANK PLC

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to

Land north of Bartons Road, Havant, Hampshire

Planning Application References: APP/13/00266 and 54840/001

DAC Beachcroft LLP
100 Fetter Lane London EC4A 1BN UK
tel: +44 (0) 20 7242 1011 fax: +44 (0) 20 7831 6630
DX 45 London
Ref: KALY/LIN545-0981686

THIS DEED is made the 25th day of February 2015

BETWEEN

(1) **DENISE ANN TILLER** of 1 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the First Owner")

(2) **RONALD ALAN KING and JAYNE KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Second Owner")

(3) **SHIRLEY ANN KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Third Owner")

(4) **MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE** of 4 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Fourth Owner")

(5) **LINDEN LIMITED** (Company Registration Number 01108676) of Try House, Cowley Business Park, Uxbridge , Middlesex UB8 2AL ("the Developer"); and

(6) **HAVANT BOROUGH COUNCIL** of Public Service Plaza, Civic Centre, Havant Hampshire PO9 2AX ("HBC")

(7) **EAST HAMPSHIRE DISTRICT COUNCIL** of Penns Place, Petersfield, Hampshire GU31 4EX ("EDHC")

(8) **LLOYDS BANK PLC** (Company Registration Number 2065) of Registrations Secured Assets, Barnet way, Gloucester, Gloucestershire GL43RL ("the First Mortgagee")

(9) **THE BANK OF SCOTLAND** (Scottish Registration Number SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS ("the Second Mortgagee")

RECITALS

A. This Deed contains planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) and all other powers enabling the parties hereto

B. The First Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP167394

C. The Second Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP474931 subject to the First Charge

D. The Third Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH9838

E. The Fourth Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH33030 subject to the Second Charge

F. The Developer has the benefit of an Option Agreement dated 21 December 2012 to acquire the Land from the Owners

G. HBC and EDHC are the Local Planning Authorities for the purposes of Part III of the Act for the area in which the part of the Land edged red on the Location Plan is situated and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited

H. The First Mortgagee has the benefit of the First Charge and consents to the Second Owner entering into this Deed

I. The Second Mortgagee has the benefit of the Second Charge and consents to the Fourth Owner entering into this Deed

J. The Developer has submitted the Applications to the HBC (in respect of the HBC Site) and EHDC (in respect of the EHDC Site)

K. HBC resolved on 18 December 2014 to grant the HBC Planning Permission in respect of the HBC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

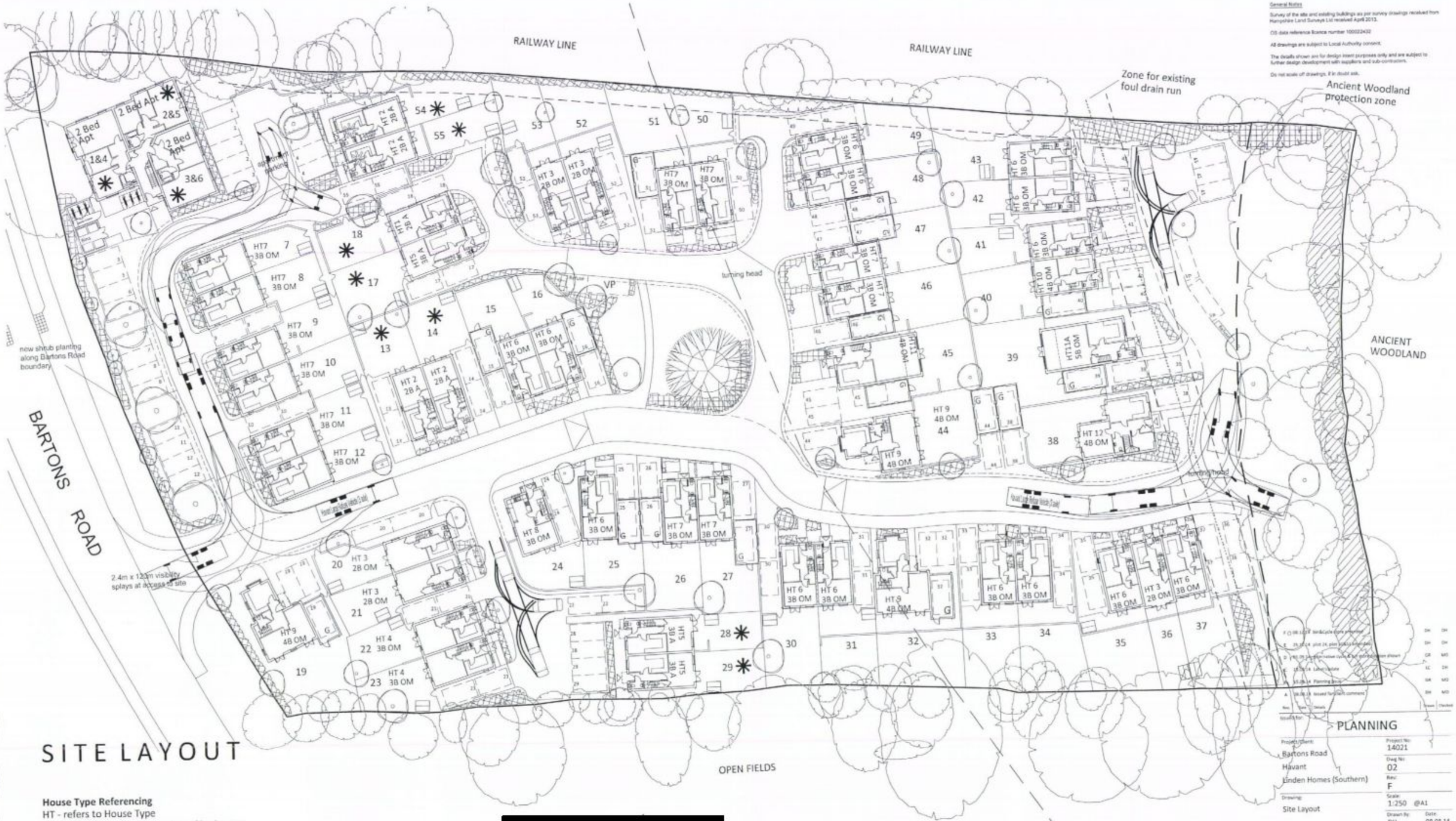
L. EHDC resolved on 8 January 2015 to grant the EDHC Planning Permission in respect of the EHDC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

"the Act"	means the Town and Country Planning Act 1990 as amended inter alia by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004
"Affordable Housing	means affordable housing as defined by the NPPF and provided to Eligible Persons whose needs are not met by the open market
"Affordable Housing Contribution"	means the sum of ONE HUNDRED AND FIFTY THREE THOUSAND NINE HUNDRED POUNDS(£153,900) Index Linked to be applied by EHDC towards the provision of Affordable Housing in the Rowlands Castle Parish subject to the provisions of paragraph 6 of the Seventh Schedule hereto
"Affordable Housing Funding"	means one or more of the following funding sources: a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency or any other such other funding initiatives b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available c) funding from a Registered Provider in anticipation of a grant

	allocation or other funding source
"Affordable Housing Land"	means that part of the Land shown as Plots 1-6(inclusive), 13, 14, 17, 18, 28, 29 , 54 and 55 and for identification purposes only shown marked with an asterisk on the attached Block Plan
"Affordable Housing Units"	means the 14 Dwellings to be provided as Affordable Housing on the Affordable Housing Land under the terms of this Deed
"Affordable Rent"	means rent which is set at no more than 80% of the gross Local Market Rent(including service charge where applicable) as defined in the NPPF PROVIDED ALWAYS that at the time of each letting the rents would not exceed the Local Housing Allowance rates or 45% of the Universal Credit Benefit Cap whichever is the lower, unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency and "Affordable Rents" and "Affordable Rented Units" shall be construed accordingly.
"the Applications"	means the applications for full planning permission for the Development of the Land registered under application number APP/14/00863 by HBC and under application number 54840/001 by EHDC
"the Block Plan"	means plan annexed hereto and marked "The Block Plan" ref14021/02 rev F dated 08.08.14
"Commencement"	means the date on which the Development commences by the carrying out on the Land pursuant to the Planning Permissions of a material operation within the meaning of section 56(4) of the 1990 Act save that for the purposes of this Deed only, the following activities shall not be a material operation: • site clearance works; • site investigations or surveys (including archaeological



General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013.

OS data reference licence number 100022432

All drawings are subject to Local Authority consent.

The details shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

Do not scale off drawings. If in doubt ask.

SITE LAYOUT

House Type Referencing
HT - refers to House Type
2B/3B/4B/5B - refers to number of bedrooms
OM - refers to Open Market
A - refers to Affordable Units

For extent of root protection areas refer to drawing number 14021/05
For highways access and visibility refer to Highway Consultants drawings (see Design and Access Statement).

Plots without garage to have 1.8 x 1.2 sheds - refer to dwgs no 14021/62A

[redacted]

PLANNING

Project/Client:
Bartons Road
Havant
Linden Homes (Southern)

Project No: 14021
Dwg No: 02
Rev: F
Scale: 1:250 @A1
Drawing: Site Layout
Drawn By: DH Date: 08.08.14
Checked By: MD Date: 08.08.14

BrightSpace architects
1S Glasshouse Studios, Fryern Court Road, Fordingbridge
Hampshire, SP6 1QX T: (01425) 655806/653639

BLOCK PLAN

works or assessment of ground conditions);

- site decontamination or other remedial works in respect of adverse ground conditions;
- erection of any hoarding and any temporary means of enclosure
- erection of a construction works compound and associated storage
- construction of an access for the purposes of carrying out the construction works;
- the temporary display of site notices or advertisements;
- works for the provision of drainage or other utility services to prepare the Land for development;
- erection of tree protection measures and associated tree surgery works;
- the provision of contractors' officers and accommodation

and "Commence" and "Commenced" shall be construed accordingly

"Common Parts"	means the parts of the Land which do not comprise a Dwelling or the curtilage of a Dwelling and shall without prejudice to the generality thereof include the roads, visitor parking spaces communal parking areas, footways, footpaths and landscaped areas and drainage and acoustic fences in the Common Parts thereof
"Community Facilities Contribution "	means the sum of THREE THOUSAND FOUR HUNDRED POUNDS(£3,400) Index Linked to be applied by EHDC towards the provision of sports and built leisure projects within the District of East Hampshire
"The Council"	means either EHDC and HBC jointly for a Land wide obligation or the Council within whose administrative area the relevant obligations is applicable.

"County Council"	means Hampshire County Council, The Castle, Winchester, Hampshire. SO23 8UJ
"Default Interest Rate"	means 4% per annum above the Base Rate. Base Rate being the base rate from time to time of Nat West Bank plc
"the Development"	means the demolition of the existing buildings on the Land and the erection of 55 Dwellings comprising 6No. 2 bed flats; 9 No. 2bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328.
"Dwelling"	means any residential dwelling built pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Education Contribution"	means the sum of TWO HUNDRED AND SEVENTY EIGHT THOUSAND ONE HUNDRED AND THIRTY FIVE POUNDS (£278,135) Index Linked to be applied by the County Council towards the provision of primary education facilities in the Borough of Havant and the District of East Hampshire
"EHDC Site"	means that part of the Land shown coloured pink on the Location Plan
"EHDC Planning Permission"	means the full planning permission to be granted pursuant application number 54840/001
"Eligible Person"	means persons who are unable to afford housing accommodation on the open market (whether by renting or by purchasing) within the administrative areas of HBC and EHDC and who are on those registers retained or referred to by HBC and EHDC from time to time in the discharge of its housing function and the expression "Eligible Persons" shall be construed accordingly
"Employment and Skills Plan"	means a scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs

	generated, in a form as set out in the Sixth Schedule to the reasonable satisfaction of HBC
"First Charge"	means the registered charge dated 23 August 2005
"Framework Residential Travel Plan"	means the approved framework travel plan document
"HBC Planning Permission"	means the full planning permission to be granted pursuant to application number APP/14/00863
"HBC Site"	means that part of the Land shown coloured blue on the Location Plan
Help to Buy Agency"	means the body nominated by the Homes and Communities Agency to be responsible for low cost home ownership nominations within the administrative area 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
"Homes and Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of Affordable Housing within the administrative areas of HBC and EHDC by any Registered Provider or if such body ceases to exist or is superceded the equivalent body
"Index Linked"	means increased in accordance with the following formula such indexation shall only be applied in circumstances where the Retail Prices Index (All Items)(RPI) at the date of payment stands at a higher level than it did at 25th February 2015 The amount payable = the payments specified in the First Schedule x (A/B) where: A= the figure for the Retail Prices Index (All

	Items) that applied immediately preceding the Payment Date. B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.
"Interest in Default"	means interest at the rate of 4% above the base lending rate of the National Westminster Bank PLC from time to time in force
"the Land"	means the land north of Bartons Road, Havant and which for the purposes of identification only is shown edged with a red line on the Location Plan
"the Location Plan"	means drawing number 14021-01 Rev A annexed hereto
"Management Company"	means a company or other body to be charged with the management of the Common Parts and the Open Space in accordance with the Third Schedule
"Monitoring Fee"	means the sum of FIVE THOUSAND POUNDS (£5,000) being a fee (and to be applied at such time and in such manner as HBC shall in its absolute discretion determine) used towards the costs to be incurred by the HBC in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds
"NPPF"	means the National Planning Policy Framework Policy published in March 2012
"Occupation"	means the first beneficial residential occupation of a Dwelling which shall be the date upon which Council Tax becomes payable for that Dwelling or when the Owners first Transfer that Dwelling (whichever is the earlier) but excluding occupation for the purposes of fitting out or marketing and "Occupy" and "Occupied" shall be construed accordingly

General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013.

OS data reference licence number 100022432 received July 2014,valid for 12 months only.

All drawings are subject to Local Authority consent.

The details shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

Do not scale off drawings, if in doubt ask.



01 Location plan
01 scale - 1:1250

[redacted]



02 Existing Site Block Plan
01 scale - 1:500

Scale 1:500

Scale 1:1250

PLANNING

Project/Client: Bartons Road, Havant, Linden Homes (Southern)	Project No: 14021
	Dwg No: 01
	Rev: A
Drawing: Location & Existing Site Plan	Scale: Varies @A1
	Drawn By: GR — Date: 15.08.14
	Checked By: MD — Date: 15.08.14

BrightSpace architects
15 Glasshouse Studios, Fryern Court Road, Fordingbridge
Hampshire, SP6 1QX T: (01425) 655801/655655

"Open Space "	means those areas of the Land to be provided and laid out by the Owners for use as open space in locations to be agreed with the HBC and EHDC
"Owners"	means together the First Owner, the Second Owner, the Third Owner and the Fourth Owner and their respective successors in title
"Planning Permissions"	means the HBC Planning Permission and the EHDC Planning Permission together
"Private Dwelling"	means the 41 Dwellings available for sale on the open market and which are not designated as Affordable Housing
"Public Open Space Contribution"	means the sum of EIGHTEEN THOUSAND SIX HUNDRED AND EIGHTY FOUR POUNDS(£18,684) Index Linked to be applied by EHDC towards the costs of providing additional public open spaces areas or improving existing public open spaces in the district of East Hampshire
"Registered Provider"	means any body or organisation that is permitted by law and whose main function or aim is to provide and/or manage Affordable Housing including a housing association or housing company or trust registered as a provider with the Homes and Communities Agency or its successor or an alternative provider of Affordable Housing or any company or other body approved by the Homes and Communities Agency for receipt of Social Housing Grant in each case nominated by the Owners and approved in writing by HBC and EHDC
"Relevant Interest"	means a legal interest in the Land pursuant to the Option Agreement dated 21 December 2012 between the Owners and the Developer or otherwise acquiring a legal interest in the Land which would be sufficient to mean that it was bound by the terms of this Deed had it not been entered into

"Residential Travel Plan"	means a travel plan for the Land prepared in accordance with the approved Framework Residential Travel Plan and the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009" or amendment replacement or variation thereof
"Residential Travel Plan Approval Fee"	means the sum of TWO HUNDRED AND FIFTY POUNDS (£250) payable to the County Council for the assessment of the Residential Travel Plan by the Council
"Residential Travel Plan Monitoring Fee"	means the sum of ONE THOUSAND POUNDS (£1,000) payable on instalments over 4 years to the costs incurred by the Council in monitoring and evaluating submitted travel plan reports, £250 to be paid prior to Occupation of the Development and then in 3 further instalments of £250 once yearly payments to be made on the 1st April each year
"Second Charge"	means the registered charge dated 13 July 2011
"Shared Ownership"	means a lease or sub lease under which an Affordable Housing Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of a mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit and pays a rental element if required by the Registered Provider and "Shared Ownerships Unit(s)" shall be construed accordingly
"Solent Ecological Mitigation Contribution"	means the sum of NINE THOUSAND FOUR HUNDRED AND SIXTY POUNDS (£9,460) being a contribution to be applied by the County Council in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.

2. **INTERPRETATION**

2.1 In this Deed:

2.1.1 Words importing the masculine gender include the feminine and vice versa

2.1.2 Words importing the singular include the plural and vice versa

2.1.3 Words importing persons include companies and corporations and vice versa

2.2 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 severally

2.3 Any reference to a clause or schedule or plan is to one in or attached to this Deed

2.4 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment or replacement of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it

2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of EHDC and HBC any successor to their statutory functions

2.6 Save as expressly provided by this Deed obligations given by any of the parties shall attach to the Land and each and every part of it and shall bind their successors in title and assignees or any persons claiming by under or through them

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers

3.2 The covenants set out in the First Schedule Second Schedule Third Schedule the Fourth Schedule and the Fifth Schedule are planning obligations for the purposes of Section 106 of the Act and shall be enforceable by HBC and EHDC

4. CONDITIONALITY

4.1 With the exception of clauses 1, 2, 3, 4, 5, 6, 7, 8 9 and 10 (which shall come into effect on the date hereof) this Deed shall come into effect upon the grant of Planning Permission and the Commencement of Development

5. GENERAL PROVISIONS

5.1 The planning obligations in this Deed are enforceable by EHDC and HBC as the local planning authorities for the area in which the Land is situated

5.2 This Deed shall run with the Land and shall bind the Owners and their successors in title and assigns PROVIDED THAT the planning obligations contained herein shall not be binding upon any individual owners or occupiers of Dwellings or their mortgagees or upon any statutory undertaker where it has taken an interest in the Land solely for the purpose of its statutory undertaking including apparatus

5.3 No party shall be liable for breach of a covenant contained in this Deed after it shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.4 The obligations in this deed shall cease to have effect if before the Development is commenced, the Planning Permission:

(a) expires;

(b) is varied or revoked other than at the request of the Owners or

(c) is quashed following a successful legal challenge.

5.5 Nothing in this Deed shall be construed as restricting the exercise by HBC and EHDC of any powers exercisable by it under the Act or under any other Act PROVIDED ALWAYS that this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission in respect of the Land which may be or has been at any time issued by EHDC or HBC or any other appropriate person or authority pursuant to the provisions of that Act or any statutory amendment or re-enactment thereof

5.6 The terms and conditions of this Deed shall be capable of being varied by a supplemental deed executed by the parties hereto

5.7 No waiver (whether express or implied) by either HBC or EHDC of any breach or default in performing or observing any of the obligations terms or conditions of the Deed shall constitute a continuing waiver and no such waiver shall prevent either council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default

5.8 None of the provisions of this Deed are intended to operate so as to confer a benefit (pursuant to the Contract (Rights of Third Parties) Act 1999) on any person who is not named as a party to this Deed

5.9 This Deed is a local land charge and shall be registered as such by HBC and EHDC

5.10 For the purpose of such parts of this Deed as may be subject to the rule against perpetuities the perpetuity period applicable to this Deed shall be one hundred and twenty five years from the date hereof

5.11 All approvals certificates consents agreement satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners and given by the HBC or EHDC or their officers in accordance with this Deed shall be in addition to any other approvals consents agreement or confirmations that may be required by the Act or by any other statute or regulation (together with all determinations as to whether for the purpose of this Deed dwellings have been occupied and/or completed) and shall not be unreasonably withheld or delayed

5.12 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is to be unaffected and the same shall remain in full force and effect

5.13 On the date hereof the Developer shall pay to EHDC and HBC that reasonable legal costs relating to the negotiation, preparation and completion of this Deed

5.14 Any notice to HBC or EHDC under this Deed shall be deemed to be sufficiently served if delivered personally or sent by pre-paid first class recorded delivery post to the relevant council at the address specified in this Deed

5.15 If any contribution due to be paid under the terms of this Deed shall remain unpaid after the same has become due then Interest in Default from the date when any contribution became due until the date of payment thereof shall be paid

6. THE OWNERS' AND THE DEVELOPER'S COVENANTS

6.1 The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) covenant with EHDC and HBC as set out in the First Schedule the Second Schedule the Third Schedule the Fourth Schedule the Fifth Schedule and the Sixth Schedule of this Deed

7. DISPUTES

7.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed including questions of value and any question of reasonableness the same shall be referred to an independent person (the "Specialist") for determination in accordance with the following provisions:

7.1.1 the Specialist shall have at least 10 years post qualification experience in the subject matter of the dispute;

7.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

7.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors; and

7.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the

direction of the President for the time being of the Royal Town Planning Institute

PROVIDED THAT the parties may otherwise agree an alternative Specialist appropriate to the nature of the dispute

7.2 Unless otherwise agreed by the parties to the dispute the Specialist is to act as an independent expert and:

7.2.1 each party may make written representations within 21 Working Days of the appointment of the Specialist and will copy the written representations to the other party;

7.2.2 each party is to have a further 14 Working Days to make written comments on the other's representations and will copy the written comments to the other party

7.3 The Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as her may reasonably require;

7.4 The Specialist is not to take oral representations from the parties without giving the parties the opportunity to be present and to give evidence and to cross examine each other;

7.5 The Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision

7.6 Responsibility for the reasonably incurred costs of referring a dispute to a Specialist under this clause 7 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist

7.7 The provisions of this clause shall not affect the ability of either HBC or EHDC to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

8. **NO FETTER OF DISCRETION**

8.1 Nothing (contained or implied) in this deed shall fetter or restrict EHDC's or HBC's statutory rights, powers, discretions and responsibilities.

9. **MORTGAGEES' CONSENTS**

9.1 The Second Owner hereby agrees to indemnify and keep indemnified the First Mortgagee from and against all actions costs claims and demands of whatsoever nature arising out of any breach or non-compliance of the terms of this Deed .

9.2 The First Mortgagee consents to this Deed and acknowledges that the Deed binds the Land and the First Mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach

9.3 The fourth owner hereby agrees to indemnify and keep indemnified the second mortgagee from and against all actions costs claims and demands of whatsoever nature arising out of any breach or non-compliance of the terms of this Deed.

~~The Second Mortgagee hereby consents to the Fourth Owner entering this Deed and acknowledges that its interest in the Land shall be bound by the obligations contained in this Deed PROVIDED THAT the Second Mortgagee (and any successor in title or any other mortgagee) shall otherwise have no liability under this Deed unless it becomes a mortgagee in possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Fourth Owner.~~

1.4 The second mortgagee consents to this Deed and acknowledges that the Deed binds the Land and the second mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach

0. **MISCELLANEOUS**

0.1 This Deed is executed in any number of counterparts, each of which when executed and dated shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document

Executed as a Deed by
MALCOLM PURDUE
As attorney for
DENISE ANN TILLER

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

[redacted]

Executed as a Deed by)
RONALD ALAN KING)

In the presence of:

Name of Witness:

Signature of Witne

Address:

Occupation:

[redacted]

Malcolm Purdue
Solicitor
Verisona Law
Wellesley House, 202 London Road
Waterlooville, Hampshire, PO7 7AN

Executed as a Deed by)
JAYNE KING

In the presence of:

Name of Witness:

Signature of Witness

Address:

Occupation:

[redacted]

Malcolm Purdue
Solicitor
Verisona Law
Wellesley House, 202 London Road
Waterlooville, Hampshire, PO7 7AN

Executed as a Deed by)
SHIRLEY ANN KING)

In the presenc

Name of Witne

Signature of W

Address:

Occupation:

Solicitor
Verisona Law
Wellesley House, 202 London Road
Waterlooville, Hampshire, PO7 7AN

Executed as a Deed
MICHAEL JOHN BRA

In the presence of:

Name of Witness:

Signature of Witnes

Address:

Occupation:

Solicitor
Verisona Law
Wellesley House, 202 London Road
Waterlooville, Hampshire, PO7 7AN

Executed as a Deed by)
JULIE CAROL B)

In the presence

Name of Witnes

Signature of Witness:

Address:

Occupation:

Malcolm Purdue
Solicitor
Verisona Law
Wellesley House, 202 London Road
Waterlooville, Hampshire, PO7 7AN

EXECUTED as a **DEED** by
[ ]
as attorney for **LINDEN LIMITED**
in the presence of:

.....
[ ]
As attorney for Linden Limited

Signature of witness .....

Name of witness .....

Address of witness .....

.....

EXECUTED as a **DEED** by
[ ]
as attorney for **LINDEN LIMITED**
in the presence of:

.....
[ ]
As attorney for Linden Limited

Signature of witness .....

Name of witness .....

Address of witness .....

.....

Executed as a Deed
by affixing the Common Seal of
The COUNCIL OF THE BOROUGH OF HAVANT
in the presence of

Authorised signatory

Executed as a Deed
by affixing the Common Seal of
EAST HAMPSHIRE DISTRICT COUNCIL
in the presence of

Authorised signatory

In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **THE BANK**)
OF SCOTLAND as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of The Bank of
Scotland

In the presence of :

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **LLOYDS BANK**)
PLC as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of Lloyds Bank Plc

In the presence of :

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

FIRST SCHEDULE

FINANCIAL CONTRIBUTIONS

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:-

1. Prior to Commencement of Development to pay the following financial contributions to HBC :

   1.1 the Monitoring Fee

   1.2 50% of the Solent Ecological Mitigation Contribution

   1.3 50% of the Education Contribution

   1.4 50% of the Public Open Space Contribution

   1.5 50% of the Community Facilities Contribution

2. Prior to Occupation of any Private Dwelling constructed as part of the Development to pay the following financial contribution to EHDC:

   2.1 50% of the Affordable Housing Contribution

3. Prior to Occupation of more than 10 Dwellings constructed on the EHDC Land to pay the following financial contribution to EHDC:

   3.1 the remaining 50% of the Affordable Housing Contribution

4. Prior to Occupation of more than 35 Dwellings constructed as part of the Development to pay the following financial contributions to HBC:

   4.1 the remaining 50% of the Solent Ecological Mitigation Contribution

   4.2 the remaining 50% of the Education Contribution

   4.4 the remaining 50% of the Public Open Space Contribution

   4.5 the remaining 50% of the Community Facilities Contribution

SECOND SCHEDULE

RESIDENTIAL TRAVEL PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to first occupation of the dwellings to prepare and submit a draft Residential Travel Plan to the Council for approval consistent with the Hampshire County Councils guidance "A Guide to Development Related Travel Plans" dated January 2009 (or amendment replacement or variation thereof) together with the Residential Travel Plan Approval Fee.

2. Not to Occupy the Development unless and until the Residential Travel Plan has been approved in writing by the Council (such approval not to be unreasonably delayed or withheld).

3. Not to amend the Residential Travel Plan without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed).

4. Not to use the Development otherwise than in accordance with the approved Residential Travel Plan (including any approved amendments to them).

5. Not to Occupy the Development unless and until the first instalment of the Residential Travel Plan Monitoring Fee (£250) has been paid to the Council and there from the remaining four annual instalments of £250 shall be paid on the 1st April in each year.

THIRD SCHEDULE

MANAGEMENT COMPANY

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of Development to supply to the Solicitor to the Council for written approval by HBC (such approval not to be unreasonably withheld or delayed):-

   1.1 a draft memorandum and articles of association for the Company for the purpose of managing, maintaining (including sweeping, scavenging, repair and replacement of street lighting) and cleansing of the Common Parts and the Open Space. Such draft memorandum and articles of association are to provide until their adoption for the management arrangements for any new roads and footpaths to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority

   1.2 proposals for arrangements to secure the future maintenance of the Common Parts and the Open Space by the Company (which may include a transfer of the Common Parts and Open Space to the Company or the granting of a long lease of the Common Parts and the Open Space by the Owners in favour of the Company) so as to ensure that the Common Parts and the Open Space are properly maintained, such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts and the Open Space and the management arrangements (until their adoption) for any new roads and footpaths and parking spaces to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority shall be met (by residents of the Development or otherwise).

2. Any submission of documents or details to HBC pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this Deed, and the paragraph under which approval is sought., together with a statement of the one month date by which deemed approval may apply under Paragraph 3 below

3. HBC shall give notice to the Owners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owners under Paragraphs 1.1 and 1.2 above within one month of receipt of such details and in the event that HBC fails to give such notice the details as submitted shall be deemed to have been approved (provided the Owners has supplied the details fully in accordance with the provisions of this Schedule)

4. Forthwith after the approval by HBC of the proposed memorandum and articles of association the Owners shall take all necessary steps to secure the formation and registration of the Company at Companies House and to notify HBC accordingly within seven days of the completion of the registration of the Company

5. The Owners shall repair and maintain or shall procure the repair and maintenance of the Common Parts, the Open Space including (until their adoption) the new roads and footpaths and the parking spaces to the reasonable satisfaction of HBC:-

   5.1 until such time as the Company is registered and the maintenance arrangements approved by HBC have been completed and the relevant areas transferred to the Company and all Dwellings on the Land have been sold or leased; or

   5.2 in the event of the Company at any time failing to maintain the Common Parts and the Open Space to the reasonable satisfaction of HBC.

6. The Owners may submit to HBC for its written approval alternative proposals for the management and maintenance of the Common Parts and the Open Space (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 1, 2, 3, 4 and 5 of this Schedule shall apply to the extent that the Owners shall remain responsible for the management and maintenance of the Common Parts and the Open Space without prejudice to the generality of paragraph 5.2 above until such alternative arrangements (as approved by HBC) have been fully implemented.

FOURTH SCHEDULE

EMPLOYMENT AND SKILLS PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of the Development to submit to HBC for written approval the Employment and Skills Plan for the construction phase of the Development (such approval not to be unreasonably delayed or withheld)and unless otherwise agreed in writing by HBC not to Commence the Development or permit Commencement until an Employment and Skills Plan has been approved by HBC.

2 The Employment and Skills Plan for the construction phase of the development shall include arrangements setting out how the Owners and to the extent they are not the same person any developer or occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:

2.1 Jobcentre Plus and the Skills Funding Agency; and

2.2 Voluntary and private sectors providers; and

2.3 Sixth form colleges; colleges of further education; and

2.4 Universities

3 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owners any developer and their contractors, for any new jobs and business opportunities created during the construction of the Development.

4 Following approval of the Employment and Skills Plan by HBC the Owners will implement and where necessary procure implementation and promote the objectives of the approved plan and ensure that so far as is

reasonably practicable the objectives of the approved plan are met.

5 As part of the Employment and Skills Plan the Owners may be required to provide financial contributions to HBC to cover specific costs incurred by HBC in the implementation of the Employment and Skills Plan. The plan shall set out the matters on which expenditure may be incurred together with the timings for such expenditure and the trigger for these payments

FIFTH SCHEDULE

AFFORDABLE HOUSING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows unless otherwise agreed in writing:

1. To provide 14 Affordable Housing Units as Plots 1-6(inclusive, 13,14, 17,18, 28, 29, 54 and 55 as shown for identification purposes only marked with an asterisk on the Block Plan in the following mix and tenure:

    - 6 x 2 bed flats (Affordable Rented Units)
    - 5 x 2 bed houses (Affordable Rented Units)
    - 3 x 3 bed houses (Shared Ownership Units)

2. All Affordable Housing Units on the Land will be integrated and compatible with the design of the Private Units.

3. That no more than 50% of Dwellings shall be constructed prior to provision of 7 Affordable Housing Units and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Private Units to provide a mixed development

4. That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency's (or such other successor body's standards) Design and Quality Standards (2007) and Level 3 of the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by HBC (in respect of the Affordable Rented Units) or by EHDC (in respect of the Shared Ownership Units).

5. Variation of Percentage requirements following Viability Assessment
   HBC and EHDC may at any time agree with the Owners to vary any proportions specified in paragraph 1 if following a viability assessment undertaken by the Owners

relating to the proposed development pursuant to the Planning Permission at the request of the Owners such variation is required or agreed to be necessary.

6 No more than Seventeen (17) of the Private Units within the Development will be Occupied until the Affordable Housing Units have been constructed in accordance with the Planning Permissions and made ready for residential Occupation and written notification in relation to that has been given by the Owners to HBC and EHDC.

7. No Private Units within the Development will be Occupied until either:

(a) the Owners have entered into a binding contract or an agreement for lease with a Registered Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land to include the construction of the Affordable Housing Units (and have informed EHDC and HBC to whom the Affordable Housing Land has been transferred to) or

(b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider and written evidence of compliance in respect of the above has been supplied to EHDC and HBC to their reasonable satisfaction

8. The transfer to the Registered Provider of the Affordable Housing Land shall contain the following:

(a) a covenant not to use the Affordable Housing Units otherwise than for Affordable Housing. and

(b) a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership or Affordable Rent to the intent that all Affordable Rented Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and

(c) a covenant requiring the Registered Provider to enter into an agreement with HBC granting HBC the right to nominate 100 per cent of the occupiers of the Affordable Rented Units when initially let and all subsequent true voids, and

(d) a covenant that all Shared Ownership Units shall be offered for sale by the Help to Buy Agent .

9 The covenants set out in paragraph 8 above shall not be binding or enforceable against any purchaser who purchases from the Registered 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 purchaser's successors in title

10. Where the Owners intend to provide management services for the Affordable Housing Units in association with a Registered Provider they shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or a successor statutory body.

11. The Affordable Rented Units shall only be occupied by Eligible Persons.

12. In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by a Registered Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("the Chargee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations contained within this Schedule PROVIDED THAT the Chargee shall first follow the procedures set forth below:

(a) the Chargee shall give 'written notice' ("the Notice") to HBC and EHDC of its intention to exercise its powers of the sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the relevant council ("the Relevant Council") for an amount ("the Purchase Price") to be agreed or determined in accordance with paragraph 12 to this Schedule

(b) the Relevant Council shall notify the Chargee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Relevant Council may at the time of notifying the Chargee of its decision nominate a nominee ("the Nominee") in its place

(c) if pursuant to paragraph 12(b) above the Relevant Council shall accept the Offer or shall nominate a Nominee so to do then the Chargee and the

Relevant Council (or the Nominee as the case may be) shall use reasonable endeavours to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to persons on the Relevant Council's Housing Register and in default of agreement on the Purchase Price within two months of the Relevant Council's notification under paragraph 12(b) above the Purchase Price shall be determined by an Expert pursuant to the provisions of Clause 7 hereto

(d) any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price is agreed or determined by an Expert in accordance with the provisions of Clause 7 ("the Completion Period")

(e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:

- if the Relevant Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
- if the Relevant Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
- if either the Relevant Council or the Nominee shall at any time serve notice of intention to discontinue or
- if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be Completed within the Completion Period notwithstanding the readiness willingness and ability of the Chargee to complete the transfer

(f) Then in any of the above circumstances the Chargee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in this paragraph 12 which shall not be binding upon any purchaser from the Chargee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Chargee the Relevant Council shall expeditiously issue written confirmation that the restrictions in this paragraph 12(f) have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units

and the Relevant Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units

SIXTH SCHEDULE

PHASING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. To construct the Development as a single phase or in accordance with a phasing plan to be submitted to and approved by EHDC and HBC prior to the Commencement of Development

SEVENTH SCHEDULE

THE COUNCILS' COVENANTS

HBC hereby covenants with the Owners as follows:

1. To pay the Community Facilities Contribution and the Public Open Space Contribution to EHDC within 10 working days of receiving such contribution from the Owners

2. To repay or to procure the repayment of any part of the Community Projects Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment of the relevant contribution.

3. To pay the Education Contribution and the Solent Ecological Mitigation Contribution to the County Council within 10 working days of receiving such contributions from the Owners

4. To use reasonable endeavours to procure the repayment of any part of the Education Contribution and the Solent Ecological Mitigation Contribution remaining unspent and any interest accrued at the expiry of 10 years from the date of payment of the Education Contribution to the County Council.

5. To use the Monitoring Fee solely for the purposes specified in this Deed

EHDC hereby covenants with the Owners as follows:

6. To use the Affordable Housing Contribution solely for the purposes specified in this Deed save that in the event that a suitable project cannot be identified in the Rowland Castle Parish within 3 years of receipt of the said contribution, the Owners hereby agree that EHDC may use the Affordable Housing Contribution instead towards the provision of affordable housing elsewhere in the administrative area of East Hampshire District Council

7. To repay any part of the Affordable Housing Contribution the Community Facilities Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment.

APPENDIX 1

DRAFT EHDC PLANNING PERMISSION

DRAFT DRAFT DRAFT DRAFT DRAFT

For: Linden Ltd T/a Linden Homes Southern
WYG Planning & Design
The Loft
St Clair's Farm
Wickham Road
Droxford Southampton
SO32 3PW

TOWN & COUNTRY PLANNING ACT 1990 (as amended)
TOWN & COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

NOTICE OF 54840/001

Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space (17 units within East Hampshire District)
Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Site Address: Land North of Eastleigh House Cottages, Bartons Road, Havant (Rowlands Castle Parish)

The Planning Authority GRANTS Planning Permission in accordance with your application, plans and details submitted therewith, which was registered on 28 August, 2014, subject also to the following conditions:-

1 The development hereby permitted shall be begun **before the expiration of three years** from the date of this planning permission.
Reason - To comply with Section 91 of the Town and Country Planning Act 1990

2 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.

Reason - To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

3 No development shall start on site until plans of the site showing details of the existing and proposed ground levels, proposed finished floor levels, levels of any paths, drives, garages and parking areas and the proposed completed height of the development and any retaining walls have been submitted to and approved in writing by the Local Planning Authority. The details shall clearly identify the relationship of the proposed ground levels and proposed completed height with adjacent buildings. The development thereafter shall be carried out in accordance with the approved details.
Reason - To ensure that a satisfactory relationship results between the new development and adjacent buildings and public areas.

4 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason - To safeguard the existing trees and ensure the enhancement of the development, by the retention of natural features.

5 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period. The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason - To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 Notwithstanding any indication of materials that may have been given in the application or in the absence of such information, **no development shall start on site until** samples / details including manufacturers details of all the materials to be used for external facing and roofing have been submitted to and approved in writing by the Planning Authority. The development works

shall be carried out in accordance with the approved details.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

7 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in full accordance with that specification.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

8 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason - To ensure the appearance of the development is satisfactory and having due regard to policy CP20 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

9 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason - To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

10 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse

close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason - To safeguard the amenity of the locality and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy which forms part of the Local Development Plan and National Planning Policy Framework, March 2012.

11 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

12 **No development shall start on site until** details of a scheme for foul and surface water drainage has been submitted to and approved in writing by the Planning Authority. Such details should include provision for all surface water drainage from parking areas and areas of hardstanding. The development shall be carried out in accordance with the approved details **before any part of the development is occupied** and shall be retained thereafter.
Reason - To ensure adequate provision for drainage.
Note: The applicant is requested to contact the Council's Drainage Consultant as soon as possible regarding the above condition.

13 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason - To safeguard the potential archaeological interest of the site.

14 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason - To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity.

15 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason - In the interests of highway safety.

16 **Before occupation of each unit,** a Post Construction Certificate shall be submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason - To ensure that the development is carried in a sustainable manner.

17 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

19 **Before occupation of each unit,** post validation testing **for that unit** shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety.

20 Prior to the commencement of development, the developer shall enter into a Section 278 agreement with the Highways Authority for the works required to connect the access roads to the existing highway to an adoptable standard. Any such works shall be fully completed prior to the occupation of any

dwellings.
Reason - To ensure the safety of cyclists and pedestrians.

21 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extend, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.
Reason - To provide ecological protection and enhancement in accordance with policy CP21 of the East Hampshire District Local Plan: Joint Core Strategy, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981 and NERC Act 2006.

22 The development hereby permitted shall be carried out in accordance with the following approved plans and particulars:

Application form
Design and Access Statement
Flood Risk
Energy Statement
Archaeology & Heritage Assessment
Foul Drainage Report
Extended Phase 1 Habitat survey
Utilities Statement
Planning Statement Visual Impact Assessment
Geo-Environmental Ground Investigation
Internal roof void and Endoscopic inspection of buildings
Noise and Vibration Assessment
Reptile Presence/Likely Absence Survey Report
Landscape Maintenance plan
Travel Plan Framework
Bat Survey Report
Summary of the Community Involvement
Arboricultural Impact Appraisal Method statement
Transport Assessment
Accommodation Schedule
Proposed site plan - 1:250 scale
Proposed Building Heights & Tenure
Location and Existing Plan 01A
Proposed Site Plan 02BRev E

RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A
Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
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HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
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HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
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HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
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HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C

Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A
Proposed and Existing Overlay	95

Reason - To ensure provision of a satisfactory development

Supplementary Information

These are advice notes to the applicant and are not part of the planning conditions.

In accordance with paragraphs 186 and 187 of the NPPF East Hampshire District Council (EHDC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

offering a pre-application advice service,

updating applications/agents of any issues that may arise in the processing of their application and where possible suggesting solutions, and,

by adhering to the requirements of the Planning Charter.

In this instance the applicant was updated of any issues after the initial site visit.

The hours of construction and demolition should be limited to 08.00 - 18.00 Mondays to Fridays, 08.00 - 13.00 Saturdays, and not at all Sundays or Bank Holidays, including site traffic and deliveries.

No bonfires should be permitted on site at any time during the demolition and construction and any waste should be suitably disposed of.

The applicant is advised that there may be a need to comply with the requirements of the Party Wall etc Act 1996 before starting works on site. The Act relates to work which involves:

- work on an existing wall shared with another property
- building on the boundary with a neighbouring property
- work involving excavating near a boundary

The Party Wall etc Act is not enforced or administered by the Council but you should understand your obligations to notify adjoining owners and be aware of the circumstances under which a dispute can arise. For further information on the Party Wall Act 1996 there is an explanatory booklet available at the Planning Portal: www.planningportal.gov.uk

The following Planning Policies were considered when making the above decision:-

East Hampshire District Local Plan: Second Review

CP1 - Presumption in favour of sustainable development
CP2 - Spatial Strategy
CP10 - Spatial strategy for housing
CP11 - Housing tenure, type and mix
CP13 - Affordable housing on residential development sites
CP18 - Provision of open space, sport and recreation and built facilities
CP19 - Development in the countryside
CP20 - Landscape
CP21 - Biodiversity
CP24 - Sustainable construction
CP25 - Flood Risk

CP27 - Pollution
CP28 - Green Infrastructure
CP31 - Transport

East Hampshire District Local Plan: Second Review (2006)
C6 - Tree Preservation
T3 - Pedestrians and Cyclists
HC2 - Provision offacilities and services with new Development
P7 - Contaminated Land
HE17 - Archaeological & Ancient Monuments

Building Regulations

This decision is not an approval under the Building Regulations. It is your responsibility to make any necessary applications. If in doubt, you are advised to contact the Council's Building Control Section on 01730 234207.

APPENDIX 2

DRAFT HBC PLANNING PERMISSION

draft copy

Havant BOROUGH COUNCIL

Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

T 023 9247 4174
F 023 9248 0263
DX 50005 Havant

www.havant.gov.uk

Mr J Heppell
WYG
First Floor
The Pavillion
Botleigh Grange Office Campus
Hedge End, Southampton
SO30 2AF

For: Linden Ltd T/A Linden Homes Southern

The Town and Country Planning (Development Management Procedure) (England) Order 2010
Grant of Planning Permission

Application Number: APP/14/00863
Site Address: Land north of Bartons Road, Havant
Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 9 No. 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328. Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Further to your application received on 18 August 2014 which was valid from 28 August 2014 Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

(i) The plans and other documents submitted with regard to your application; and

(ii) The following conditions:

Conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date on which this planning permission was granted.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Location and Existing Plan	01A
Proposed Site Plan	02BRev E
RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A

Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
HT2 – 2B – Affordable – Plans	27B
HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
HT9A – 4B – Open Market – Elevations	42RevC
HT9B – 4B – Open Market – Plans	43B
HT9B – 4B – Open Market – Elevations	44B
HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
HT10 – 4B – Open Market – Plans	47B
HT10 – 4B – Open Market – Elevations	48B
HT11 – 4B – Open Market – Plans	49B
HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
HT12 – 4B – Open Market – Elevations	54B
HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C
Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A

Reason: - To ensure provision of a satisfactory development.

3 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.
Reason: To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

4 Construction of the development hereby permitted shall not commence on each phase until plans and particulars specifying the finished levels (above ordnance datum) of both the ground floors of the proposed buildings and the surrounding ground levels in relation to existing ground levels for that phase have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that site levels are adequately addressed in the interests of the character and amenity of the area and of neighbours having due regard to policies CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

5 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason: To ensure the trees are not adversely affected by the construction of the development and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period.
The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason: To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policies DM8, DM10, and CS20 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

7 Construction of the building(s) hereby permitted shall not commence until a specification of the types and colours of all external roofing and external facing materials, including the provision of sample panels of the external facing materials and colour of mortar to be used for the construction of the same, has been submitted to and approved in writing by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 of Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

8 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed infull accordance with that specification.
Reason: In the interests of the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

9 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, speciesand planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

10 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason: To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

11 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason: To safeguard the amenity of the locality and having due regard to policy CS16 of the Havant Borough Core Strategy 2011 which forms part of the Local

Development Framework and National Planning Policy Framework, March 2012

12 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

13 No development hereby permitted shall commence until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewers proposed to serve the same, and details of any other proposed ancillary drainage works/plant including works to address runoff from Bartons Road(e.g. pumping stations) have been submitted to and approved in writing by the Local Planning Authority. Unless agreed otherwise in writing by the Local Planning Authority, the development hereby permitted shall not be brought into use prior to the completion of the implementation of all such drainage provision in full accordance with such plans and particulars as are thus approved by the Authority.
Reason: To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regard to policies and proposals CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

14 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- Following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason: To safeguard the potential archaeological interest of the site and having due regard to policies CS11, DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

15 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason: To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

16 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason: In the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012

17 Prior to the occupation of the development a Post Construction Certificate shall be

submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that the development is carried out in accordance with policy CS14 of the Havant Borough Local

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

19 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

20 The development hereby permitted shall not commence until a phasing plan for off site highway works including the provision of a footway/cycleway on the north side of Bartons Road and improvements to the pedestrian crossing has been submitted to and approved in writing by the Local Planning Authority., In order to construct these works the developer shall enter into a Section 278 agreement with the Highways Authority and prior to the occupation of any dwellings, all of these works shall be completed, in full accordance with such plans, particulars and programme as have been approved in writing by the Planning Authority and the Highway Authority
Reason: To ensure that the required highway improvements are provided and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) Also to ensure the safety of cyclists and pedestrians and having due regard to policy CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

21 No burning of materials shall take place anywhere on the development site, throughout the period of site clearance and development.
Reason: To protect the health of trees to be retained in the interests of amenity and having due regard to policies CS11.4 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

22 Before first occupation post validation testing shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

23 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not

necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extent, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.

Reason: To provide ecological protection and enhancement in accordance with policy CS11 and DM8 of the Havant Borough Local Plan (Core Strategy) 201, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981, and NERC Act 2006.

24 • Prior to the commencement of any specific phase of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a scheme to deal with the risks associated with the possible contamination shall be submitted to and approved in writing by the Local Planning Authority. That scheme shall include all of the following elements unless specifically excluded, in writing, by the Local Planning Authority.

1. A desk study &/or site walkover survey identifying:
   - All previous uses,
   - potential contaminants associated with those uses,
   - a conceptual model of the site indicating sources, pathways and receptors, and;
   - a summary of potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme based on (1), to provide sufficient information for an appropriate assessment of the risks to all receptors that may be affected, including those off site.

3. The results of the site investigation and risk assessment (2) and if appropriate, an options appraisal and remediation strategy based on these results giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete, identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

All elements shall be adhered to unless agreed in writing by the Local Planning Authority.

Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

25 "If, during development, contamination not previously identified on site is found to be present, no further development (unless otherwise agreed in writing by the Local Planning Authority) shall be undertaken until a report has been submitted to and approved by the Local Planning Authority that details how that contamination is to be dealt with. Unless otherwise agreed in writing with the Local Planning

Authority, all works outlined in the submitted report shall be adhered to."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

26 'No occupation of any part of the permitted development shall take place until a verification report has been submitted to and approved in writing by the Local Planning Authority.
The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan, and must demonstrate that site remediation criteria have been met. It shall also include any plan identified as being necessary for longer-term monitoring of pollutant linkages (a "long-term monitoring and maintenance plan"), including provision for maintenance and contingency action. The long-term monitoring and maintenance plan shall be implemented as approved."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

Other Important Information:

(1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6571.

(2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See www.planningportal.gov.uk/pcs.

(3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Plaza or by telephoning 023 9244 6015.

(4) In accordance with paragraphs 186 and 187 of the NPPF Havant Borough Council (HBC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice,
- You were updated about issues after the initial site visit,

(5) You are advised that consent may be required from Southern Water to build in the vicinity of a public sewer. if you are in any doubt or need further information about obtaining this consent, you should contact Southern Water on 0845 2780845.

(6) **1) The applicant is required to set up on site facilities for:-**
i) wheel washing
ii) measures to control the emission of dust and dirt during construction
iii) measures to control noise and vibration during construction
iv) a scheme for recycling/disposing of waste resulting from demolition and construction works.

(7) **Lorry/HGV routing** should avoid North Street /railway bridge in Emsworth

(8) **Hours of work**: demolition, clearance, excavation, road or construction works should take place only between 0800hrs and 1800hrs on Mondays to Saturdays and not at all on Sundays and all recognised public holidays

Julia Potter

Dated 25th February 2015

DENISE ANN TILLER

and

RONALD ALAN KING AND JAYNE KING

and

SHIRLEY ANN KING

and

MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE

and

LINDEN LIMITED

and

HAVANT BOROUGH COUNCIL

and

EAST HAMPSHIRE DISTRICT COUNCIL

and

THE BANK OF SCOTLAND

and

LLOYD BANK PLC

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to

Land north of Bartons Road, Havant, Hampshire

Planning Application References: APP/13/00266 and 54840/001

DAC Beachcroft LLP
100 Fetter Lane London EC4A 1BN UK
tel: +44 (0) 20 7242 1011 fax: +44 (0) 20 7831 6630
DX 45 London
Ref: KALY/LIN545-0981686

THIS DEED is made the 25th day of February 2015

BETWEEN

(1) **DENISE ANN TILLER** of 1 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the First Owner")

(2) **RONALD ALAN KING and JAYNE KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Second Owner")

(3) **SHIRLEY ANN KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Third Owner")

(4) **MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE** of 4 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Fourth Owner")

(5) **LINDEN LIMITED** (Company Registration Number 01108676) of Try House, Cowley Business Park, Uxbridge , Middlesex UB8 2AL ("the Developer"); and

(6) **HAVANT BOROUGH COUNCIL** of Public Service Plaza, Civic Centre, Havant Hampshire PO9 2AX ("HBC")

(7) **EAST HAMPSHIRE DISTRICT COUNCIL** of Penns Place, Petersfield, Hampshire GU31 4EX ("EDHC")

(8) **LLOYDS BANK PLC** (Company Registration Number 2065) of Registrations Secured Assets, Barnet way, Gloucester, Gloucestershire GL43RL ("the First Mortgagee")

(9) **THE BANK OF SCOTLAND** (Scottish Registration Number SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS ("the Second Mortgagee")

RECITALS

A. This Deed contains planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) and all other powers enabling the parties hereto

B. The First Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP167394

C. The Second Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP474931 subject to the First Charge

D. The Third Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH9838

E. The Fourth Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH33030 subject to the Second Charge

F. The Developer has the benefit of an Option Agreement dated 21 December 2012 to acquire the Land from the Owners

G. HBC and EDHC are the Local Planning Authorities for the purposes of Part III of the Act for the area in which the part of the Land edged red on the Location Plan is situated and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited

H. The First Mortgagee has the benefit of the First Charge and consents to the Second Owner entering into this Deed

I. The Second Mortgagee has the benefit of the Second Charge and consents to the Fourth Owner entering into this Deed

J. The Developer has submitted the Applications to the HBC (in respect of the HBC Site) and EHDC (in respect of the EHDC Site)

K. HBC resolved on 18 December 2014 to grant the HBC Planning Permission in respect of the HBC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

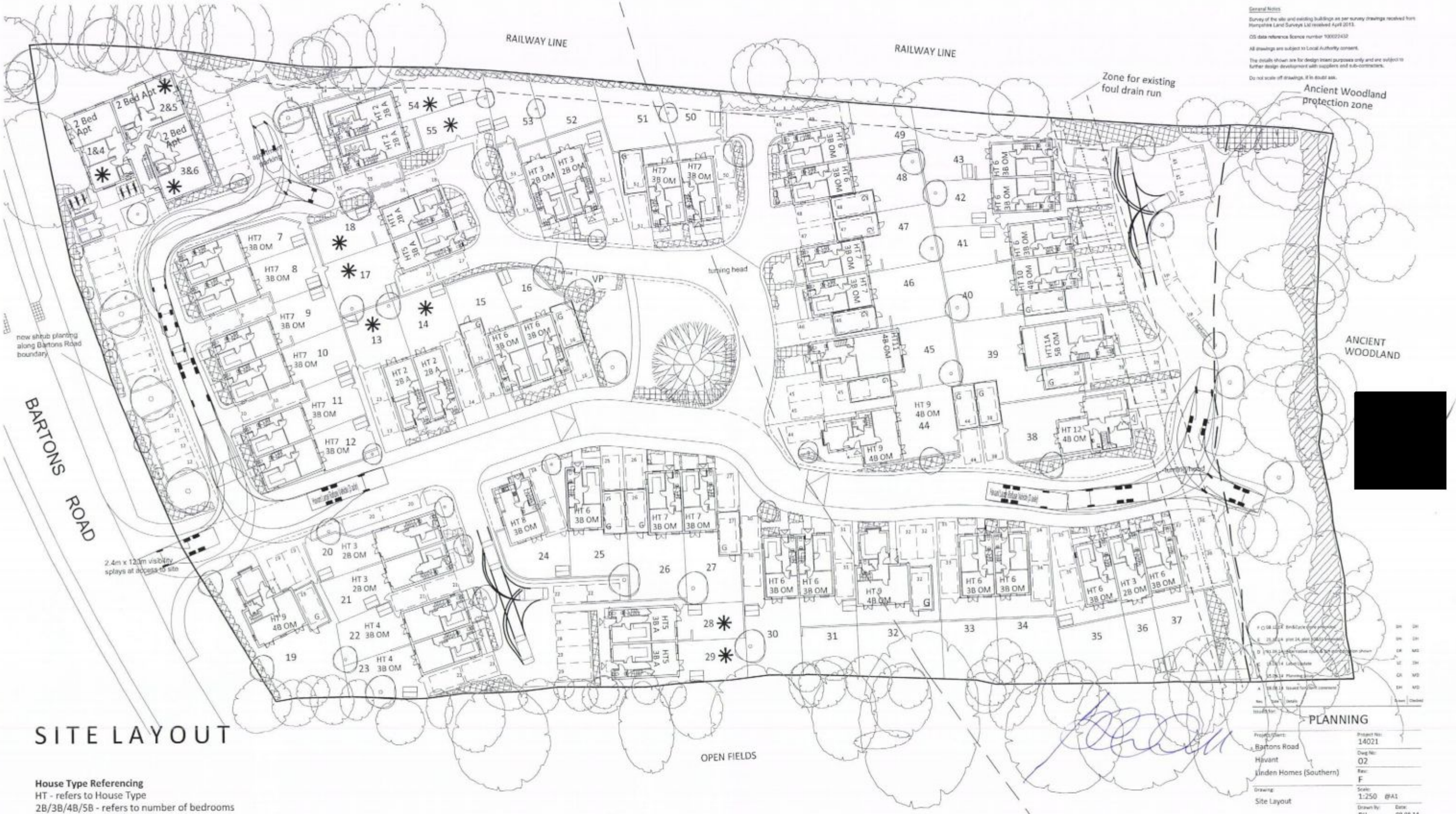
L. EHDC resolved on 8 January 2015 to grant the EDHC Planning Permission in respect of the EHDC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

"the Act"	means the Town and Country Planning Act 1990 as amended inter alia by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004
"Affordable Housing	means affordable housing as defined by the NPPF and provided to Eligible Persons whose needs are not met by the open market
"Affordable Housing Contribution"	means the sum of ONE HUNDRED AND FIFTY THREE THOUSAND NINE HUNDRED POUNDS(£153,900) Index Linked to be applied by EHDC towards the provision of Affordable Housing in the Rowlands Castle Parish subject to the provisions of paragraph 6 of the Seventh Schedule hereto
"Affordable Housing Funding"	means one or more of the following funding sources: a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency or any other such other funding initiatives b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available c) funding from a Registered Provider in anticipation of a grant

	allocation or other funding source
"Affordable Housing Land"	means that part of the Land shown as Plots 1-6(inclusive), 13, 14, 17, 18, 28, 29 , 54 and 55 and for identification purposes only shown marked with an asterisk on the attached Block Plan
"Affordable Housing Units"	means the 14 Dwellings to be provided as Affordable Housing on the Affordable Housing Land under the terms of this Deed
"Affordable Rent"	means rent which is set at no more than 80% of the gross Local Market Rent(including service charge where applicable) as defined in the NPPF PROVIDED ALWAYS that at the time of each letting the rents would not exceed the Local Housing Allowance rates or 45% of the Universal Credit Benefit Cap whichever is the lower, unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency and "Affordable Rents" and "Affordable Rented Units" shall be construed accordingly.
"the Applications"	means the applications for full planning permission for the Development of the Land registered under application number APP/14/00863 by HBC and under application number 54840/001 by EHDC
"the Block Plan"	means plan annexed hereto and marked "The Block Plan" ref14021/02 rev F dated 08.08.14
"Commencement"	means the date on which the Development commences by the carrying out on the Land pursuant to the Planning Permissions of a material operation within the meaning of section 56(4) of the 1990 Act save that for the purposes of this Deed only, the following activities shall not be a material operation: • site clearance works; • site investigations or surveys (including archaeological



General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013.

OS data reference licence number 100022432

All drawings are subject to Local Authority consent.

The details shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

Do not scale off drawings, if in doubt ask.

SITE LAYOUT

House Type Referencing
HT - refers to House Type
2B/3B/4B/5B - refers to number of bedrooms
OM - refers to Open Market
A - refers to Affordable Units

For extent of root protection areas refer to drawing number 14021/05
For highways access and visibility refer to Highway Consultants drawings (see Design and Access Statement).

Plots without garage to have 1.8 x 1.2 sheds - refer to dwgs no 14021/62A

PLANNING

Project/Client:
Bartons Road
Havant
Linden Homes (Southern)

Project No: 14021
Dwg No: 02
Rev: F
Drawing: Site Layout
Scale: 1:250 @A1
Drawn By: DH Date: 08.08.14
Checked By: MD Date: 08.08.14

BrightSpace architects

15 Glasshouse Studios, Fryern Court Road, Fordingbridge
Hampshire, SP6 1QX T: (01425) 655806/653639

BLOCK PLAN

works or assessment of ground conditions);

- site decontamination or other remedial works in respect of adverse ground conditions;
- erection of any hoarding and any temporary means of enclosure
- erection of a construction works compound and associated storage
- construction of an access for the purposes of carrying out the construction works;
- the temporary display of site notices or advertisements;
- works for the provision of drainage or other utility services to prepare the Land for development;
- erection of tree protection measures and associated tree surgery works;
- the provision of contractors' officers and accommodation

and "Commence" and "Commenced" shall be construed accordingly

"Common Parts"	means the parts of the Land which do not comprise a Dwelling or the curtilage of a Dwelling and shall without prejudice to the generality thereof include the roads, visitor parking spaces communal parking areas, footways, footpaths and landscaped areas and drainage and acoustic fences in the Common Parts thereof
"Community Facilities Contribution "	means the sum of THREE THOUSAND FOUR HUNDRED POUNDS(£3,400) Index Linked to be applied by EHDC towards the provision of sports and built leisure projects within the District of East Hampshire
"The Council"	means either EHDC and HBC jointly for a Land wide obligation or the Council within whose administrative area the relevant obligations is applicable.

"County Council"	means Hampshire County Council, The Castle, Winchester, Hampshire. SO23 8UJ
"Default Interest Rate"	means 4% per annum above the Base Rate. Base Rate being the base rate from time to time of Nat West Bank plc
"the Development"	means the demolition of the existing buildings on the Land and the erection of 55 Dwellings comprising 6No. 2 bed flats; 9 No. 2bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328.
"Dwelling"	means any residential dwelling built pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Education Contribution"	means the sum of TWO HUNDRED AND SEVENTY EIGHT THOUSAND ONE HUNDRED AND THIRTY FIVE POUNDS (£278,135) Index Linked to be applied by the County Council towards the provision of primary education facilities in the Borough of Havant and the District of East Hampshire
"EHDC Site"	means that part of the Land shown coloured pink on the Location Plan
"EHDC Planning Permission"	means the full planning permission to be granted pursuant application number 54840/001
"Eligible Person"	means persons who are unable to afford housing accommodation on the open market (whether by renting or by purchasing) within the administrative areas of HBC and EHDC and who are on those registers retained or referred to by HBC and EHDC from time to time in the discharge of its housing function and the expression "Eligible Persons" shall be construed accordingly
"Employment and Skills Plan"	means a scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs

	generated, in a form as set out in the Sixth Schedule to the reasonable satisfaction of HBC
"First Charge"	means the registered charge dated 23 August 2005
"Framework Residential Travel Plan"	means the approved framework travel plan document
"HBC Planning Permission"	means the full planning permission to be granted pursuant to application number APP/14/00863
"HBC Site"	means that part of the Land shown coloured blue on the Location Plan
Help to Buy Agency"	means the body nominated by the Homes and Communities Agency to be responsible for low cost home ownership nominations within the administrative area 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
"Homes and Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of Affordable Housing within the administrative areas of HBC and EHDC by any Registered Provider or if such body ceases to exist or is superceded the equivalent body
"Index Linked"	means increased in accordance with the following formula such indexation shall only be applied in circumstances where the Retail Prices Index (All Items)(RPI) at the date of payment stands at a higher level than it did at 25th February 2015 The amount payable = the payments specified in the First Schedule x (A/B) where: A= the figure for the Retail Prices Index (All

	Items) that applied immediately preceding the Payment Date. B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.
"Interest in Default"	means interest at the rate of 4% above the base lending rate of the National Westminster Bank PLC from time to time in force
"the Land"	means the land north of Bartons Road, Havant and which for the purposes of identification only is shown edged with a red line on the Location Plan
"the Location Plan"	means drawing number 14021-01 Rev A annexed hereto
"Management Company"	means a company or other body to be charged with the management of the Common Parts and the Open Space in accordance with the Third Schedule
"Monitoring Fee"	means the sum of FIVE THOUSAND POUNDS (£5,000) being a fee (and to be applied at such time and in such manner as HBC shall in its absolute discretion determine) used towards the costs to be incurred by the HBC in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds
"NPPF"	means the National Planning Policy Framework Policy published in March 2012
"Occupation"	means the first beneficial residential occupation of a Dwelling which shall be the date upon which Council Tax becomes payable for that Dwelling or when the Owners first Transfer that Dwelling (whichever is the earlier) but excluding occupation for the purposes of fitting out or marketing and "Occupy" and "Occupied" shall be construed accordingly

General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013.

OS data reference licence number 100022432 received July 2014,valid for 12 months only.

All drawings are subject to Local Authority consent.

The details shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

Do not scale off drawings, if in doubt ask.



01/01 Location plan
scale - 1:1250



02/01 Existing Site Block Plan
scale - 1:500

[redacted]

Scale 1:500

Scale 1:1250

PLANNING

Project/Client: Bartons Road, Havant, Linden Homes (Southern)	Project No: 14021
	Dwg No: 01
	Rev: A
Drawing: Location & Existing Site Plan	Scale: Varies @A1
	Drawn By: GR Date: 15.08.14
	Checked By: MD Date: 15.08.14

BrightSpace architects
15 Glasshouse Studios, Fryern Court Road, Fordingbridge
Hampshire, SP6 1QX T: (01425) 655805/653639

"Open Space "	means those areas of the Land to be provided and laid out by the Owners for use as open space in locations to be agreed with the HBC and EHDC
"Owners"	means together the First Owner, the Second Owner, the Third Owner and the Fourth Owner and their respective successors in title
"Planning Permissions"	means the HBC Planning Permission and the EHDC Planning Permission together
"Private Dwelling"	means the 41 Dwellings available for sale on the open market and which are not designated as Affordable Housing
"Public Open Space Contribution"	means the sum of EIGHTEEN THOUSAND SIX HUNDRED AND EIGHTY FOUR POUNDS(£18,684) Index Linked to be applied by EHDC towards the costs of providing additional public open spaces areas or improving existing public open spaces in the district of East Hampshire
"Registered Provider"	means any body or organisation that is permitted by law and whose main function or aim is to provide and/or manage Affordable Housing including a housing association or housing company or trust registered as a provider with the Homes and Communities Agency or its successor or an alternative provider of Affordable Housing or any company or other body approved by the Homes and Communities Agency for receipt of Social Housing Grant in each case nominated by the Owners and approved in writing by HBC and EHDC
"Relevant Interest"	means a legal interest in the Land pursuant to the Option Agreement dated 21 December 2012 between the Owners and the Developer or otherwise acquiring a legal interest in the Land which would be sufficient to mean that it was bound by the terms of this Deed had it not been entered into

"Residential Travel Plan"	means a travel plan for the Land prepared in accordance with the approved Framework Residential Travel Plan and the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009" or amendment replacement or variation thereof
"Residential Travel Plan Approval Fee"	means the sum of TWO HUNDRED AND FIFTY POUNDS (£250) payable to the County Council for the assessment of the Residential Travel Plan by the Council
"Residential Travel Plan Monitoring Fee"	means the sum of ONE THOUSAND POUNDS (£1,000) payable on instalments over 4 years to the costs incurred by the Council in monitoring and evaluating submitted travel plan reports, £250 to be paid prior to Occupation of the Development and then in 3 further instalments of £250 once yearly payments to be made on the 1st April each year
"Second Charge"	means the registered charge dated 13 July 2011
"Shared Ownership"	means a lease or sub lease under which an Affordable Housing Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of a mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit and pays a rental element if required by the Registered Provider and "Shared Ownerships Unit(s)" shall be construed accordingly
"Solent Ecological Mitigation Contribution"	means the sum of NINE THOUSAND FOUR HUNDRED AND SIXTY POUNDS (£9,460) being a contribution to be applied by the County Council in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.

2. INTERPRETATION

2.1 In this Deed:

2.1.1 Words importing the masculine gender include the feminine and vice versa

2.1.2 Words importing the singular include the plural and vice versa

2.1.3 Words importing persons include companies and corporations and vice versa

2.2 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 severally

2.3 Any reference to a clause or schedule or plan is to one in or attached to this Deed

2.4 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment or replacement of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it

2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of EHDC and HBC any successor to their statutory functions

2.6 Save as expressly provided by this Deed obligations given by any of the parties shall attach to the Land and each and every part of it and shall bind their successors in title and assignees or any persons claiming by under or through them

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers

3.2 The covenants set out in the First Schedule Second Schedule Third Schedule the Fourth Schedule and the Fifth Schedule are planning obligations for the purposes of Section 106 of the Act and shall be enforceable by HBC and EHDC

4. CONDITIONALITY

4.1 With the exception of clauses 1, 2, 3, 4, 5, 6, 7, 8 9 and 10 (which shall come into effect on the date hereof) this Deed shall come into effect upon the grant of Planning Permission and the Commencement of Development

5. GENERAL PROVISIONS

5.1 The planning obligations in this Deed are enforceable by EHDC and HBC as the local planning authorities for the area in which the Land is situated

5.2 This Deed shall run with the Land and shall bind the Owners and their successors in title and assigns PROVIDED THAT the planning obligations contained herein shall not be binding upon any individual owners or occupiers of Dwellings or their mortgagees or upon any statutory undertaker where it has taken an interest in the Land solely for the purpose of its statutory undertaking including apparatus

5.3 No party shall be liable for breach of a covenant contained in this Deed after it shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.4 The obligations in this deed shall cease to have effect if before the Development is commenced, the Planning Permission:

(a) expires;

(b) is varied or revoked other than at the request of the Owners or

(c) is quashed following a successful legal challenge.

5.5 Nothing in this Deed shall be construed as restricting the exercise by HBC and EHDC of any powers exercisable by it under the Act or under any other Act PROVIDED ALWAYS that this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission in respect of the Land which may be or has been at any time issued by EHDC or HBC or any other appropriate person or authority pursuant to the provisions of that Act or any statutory amendment or re-enactment thereof

5.6 The terms and conditions of this Deed shall be capable of being varied by a supplemental deed executed by the parties hereto

5.7 No waiver (whether express or implied) by either HBC or EHDC of any breach or default in performing or observing any of the obligations terms or conditions of the Deed shall constitute a continuing waiver and no such waiver shall prevent either council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default

5.8 None of the provisions of this Deed are intended to operate so as to confer a benefit (pursuant to the Contract (Rights of Third Parties) Act 1999) on any person who is not named as a party to this Deed

5.9 This Deed is a local land charge and shall be registered as such by HBC and EHDC

5.10 For the purpose of such parts of this Deed as may be subject to the rule against perpetuities the perpetuity period applicable to this Deed shall be one hundred and twenty five years from the date hereof

5.11 All approvals certificates consents agreement satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners and given by the HBC or EHDC or their officers in accordance with this Deed shall be in addition to any other approvals consents agreement or confirmations that may be required by the Act or by any other statute or regulation (together with all determinations as to whether for the purpose of this Deed dwellings have been occupied and/or completed) and shall not be unreasonably withheld or delayed

5.12 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is to be unaffected and the same shall remain in full force and effect

5.13 On the date hereof the Developer shall pay to EHDC and HBC that reasonable legal costs relating to the negotiation, preparation and completion of this Deed

5.14 Any notice to HBC or EHDC under this Deed shall be deemed to be sufficiently served if delivered personally or sent by pre-paid first class recorded delivery post to the relevant council at the address specified in this Deed

5.15 If any contribution due to be paid under the terms of this Deed shall remain unpaid after the same has become due then Interest in Default from the date when any contribution became due until the date of payment thereof shall be paid

6. THE OWNERS' AND THE DEVELOPER'S COVENANTS

6.1 The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) covenant with EHDC and HBC as set out in the First Schedule the Second Schedule the Third Schedule the Fourth Schedule the Fifth Schedule and the Sixth Schedule of this Deed

7. DISPUTES

7.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed including questions of value and any question of reasonableness the same shall be referred to an independent person (the "Specialist") for determination in accordance with the following provisions:

7.1.1 the Specialist shall have at least 10 years post qualification experience in the subject matter of the dispute;

7.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

7.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors; and

7.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the

direction of the President for the time being of the Royal Town Planning Institute

PROVIDED THAT the parties may otherwise agree an alternative Specialist appropriate to the nature of the dispute

7.2 Unless otherwise agreed by the parties to the dispute the Specialist is to act as an independent expert and:

7.2.1 each party may make written representations within 21 Working Days of the appointment of the Specialist and will copy the written representations to the other party;

7.2.2 each party is to have a further 14 Working Days to make written comments on the other's representations and will copy the written comments to the other party

7.3 The Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as her may reasonably require;

7.4 The Specialist is not to take oral representations from the parties without giving the parties the opportunity to be present and to give evidence and to cross examine each other;

7.5 The Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision

7.6 Responsibility for the reasonably incurred costs of referring a dispute to a Specialist under this clause 7 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist

7.7 The provisions of this clause shall not affect the ability of either HBC or EHDC to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

8. **NO FETTER OF DISCRETION**

8.1 Nothing (contained or implied) in this deed shall fetter or restrict EHDC's or HBC's statutory rights, powers, discretions and responsibilities.

9. **MORTGAGEES' CONSENTS**

9.1 The Second Owner hereby agrees to indemnify and keep indemnified the First Mortgagee from and against all actions costs claims and demands of whatsoever nature arising out of any breach or non-compliance of the terms of this Deed .

9.2 The First Mortgagee consents to this Deed and acknowledges that the Deed binds the Land and the First Mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach

[redacted]

The Fourth Owner hereby agrees to indemnify and keep ~~The Second Mortgagee hereby consents to the Fourth Owner entering this Deed and~~ indemnified the Second Mortgagee from and against ~~acknowledges that its interest in the Land shall be bound by the obligations contained~~ all actions costs claims and demands of whatsoever nature ~~in this Deed PROVIDED THAT the Second Mortgagee (and any successor in title or~~ arising out any breach or non compliance of the ~~any other mortgagee) shall otherwise have no liability under this Deed unless it~~ terms of this Deed. ~~becomes a mortgagee in possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Fourth Owner~~

The Second Mortgagee consents to this Deed and acknowledges that the Deed binds the Land and the Second Mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach.

MISCELLANEOUS

This Deed is executed in any number of counterparts, each of which when executed and dated shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document

Executed as a Deed by)
MALCOLM PURDUE)
As attorney for
DENISE ANN TILLER

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
RONALD ALAN KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
JAYNE KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
SHIRLEY ANN KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
MICHAEL JOHN BRAMBLE)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
JULIE CAROL BRAMBLE)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

EXECUTED as a **DEED** by
[ ]
as attorney for **LINDEN LIMITED**
in the presence of:

[redacted]

.....
[ ]
As attorney for Linden Limited

Signature of w[redacted]

Name of witne[redacted]

Address of witness LINDEN HOMES, LINDEN
HOUSE, 14 BAGTRAM ROAD, TOTTON, SO40 9PP

EXECUTED as a **DEED** by
[
as attorney for **LINDEN LIM**
in the presence of:

[redacted]

Signature of witnes[redacted].....

Name of witness [redacted].....

Address of witness LINDEN HOMES -, LINDEN
HOUSE, 14 BAGTRAM ROAD, TOTTON, SO40 9PP

Executed as a Deed
by affixing the Common Seal of
The COUNCIL OF THE BOROUGH OF HAVANT
in the presence of

Authorised signatory

Executed as a Deed
by affixing the Common Seal of
EAST HAMPSHIRE DISTRICT COUNCIL
in the presence of

Authorised signatory

In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **THE BANK)**
OF SCOTLAND as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of The Bank of
Scotland

In the presence of :

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **LLOYDS BANK**)
PLC as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of Lloyds Bank Plc

In the presence of :

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

FIRST SCHEDULE

FINANCIAL CONTRIBUTIONS

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:-

1. Prior to Commencement of Development to pay the following financial contributions to HBC :

   1.1 the Monitoring Fee

   1.2 50% of the Solent Ecological Mitigation Contribution

   1.3 50% of the Education Contribution

   1.4 50% of the Public Open Space Contribution

   1.5 50% of the Community Facilities Contribution

2. Prior to Occupation of any Private Dwelling constructed as part of the Development to pay the following financial contribution to EHDC:

   2.1 50% of the Affordable Housing Contribution

3. Prior to Occupation of more than 10 Dwellings constructed on the EHDC Land to pay the following financial contribution to EHDC:

   3.1 the remaining 50% of the Affordable Housing Contribution

4. Prior to Occupation of more than 35 Dwellings constructed as part of the Development to pay the following financial contributions to HBC:

   4.1 the remaining 50% of the Solent Ecological Mitigation Contribution

   4.2 the remaining 50% of the Education Contribution

   4.4 the remaining 50% of the Public Open Space Contribution

   4.5 the remaining 50% of the Community Facilities Contribution

SECOND SCHEDULE

RESIDENTIAL TRAVEL PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to first occupation of the dwellings to prepare and submit a draft Residential Travel Plan to the Council for approval consistent with the Hampshire County Councils guidance "A Guide to Development Related Travel Plans" dated January 2009 (or amendment replacement or variation thereof) together with the Residential Travel Plan Approval Fee.

2. Not to Occupy the Development unless and until the Residential Travel Plan has been approved in writing by the Council (such approval not to be unreasonably delayed or withheld).

3. Not to amend the Residential Travel Plan without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed).

4. Not to use the Development otherwise than in accordance with the approved Residential Travel Plan (including any approved amendments to them).

5. Not to Occupy the Development unless and until the first instalment of the Residential Travel Plan Monitoring Fee (£250) has been paid to the Council and there from the remaining four annual instalments of £250 shall be paid on the 1st April in each year.

THIRD SCHEDULE

MANAGEMENT COMPANY

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of Development to supply to the Solicitor to the Council for written approval by HBC (such approval not to be unreasonably withheld or delayed):-

   1.1 a draft memorandum and articles of association for the Company for the purpose of managing, maintaining (including sweeping, scavenging, repair and replacement of street lighting) and cleansing of the Common Parts and the Open Space. Such draft memorandum and articles of association are to provide until their adoption for the management arrangements for any new roads and footpaths to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority

   1.2 proposals for arrangements to secure the future maintenance of the Common Parts and the Open Space by the Company (which may include a transfer of the Common Parts and Open Space to the Company or the granting of a long lease of the Common Parts and the Open Space by the Owners in favour of the Company) so as to ensure that the Common Parts and the Open Space are properly maintained, such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts and the Open Space and the management arrangements (until their adoption) for any new roads and footpaths and parking spaces to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority shall be met (by residents of the Development or otherwise).

2. Any submission of documents or details to HBC pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this Deed, and the paragraph under which approval is sought., together with a statement of the one month date by which deemed approval may apply under Paragraph 3 below

3. HBC shall give notice to the Owners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owners under Paragraphs 1.1 and 1.2 above within one month of receipt of such details and in the event that HBC fails to give such notice the details as submitted shall be deemed to have been approved (provided the Owners has supplied the details fully in accordance with the provisions of this Schedule)

4. Forthwith after the approval by HBC of the proposed memorandum and articles of association the Owners shall take all necessary steps to secure the formation and registration of the Company at Companies House and to notify HBC accordingly within seven days of the completion of the registration of the Company

5. The Owners shall repair and maintain or shall procure the repair and maintenance of the Common Parts, the Open Space including (until their adoption) the new roads and footpaths and the parking spaces to the reasonable satisfaction of HBC:-

   5.1 until such time as the Company is registered and the maintenance arrangements approved by HBC have been completed and the relevant areas transferred to the Company and all Dwellings on the Land have been sold or leased; or

   5.2 in the event of the Company at any time failing to maintain the Common Parts and the Open Space to the reasonable satisfaction of HBC.

6. The Owners may submit to HBC for its written approval alternative proposals for the management and maintenance of the Common Parts and the Open Space (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 1, 2, 3, 4 and 5 of this Schedule shall apply to the extent that the Owners shall remain responsible for the management and maintenance of the Common Parts and the Open Space without prejudice to the generality of paragraph 5.2 above until such alternative arrangements (as approved by HBC) have been fully implemented.

FOURTH SCHEDULE

EMPLOYMENT AND SKILLS PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of the Development to submit to HBC for written approval the Employment and Skills Plan for the construction phase of the Development (such approval not to be unreasonably delayed or withheld)and unless otherwise agreed in writing by HBC not to Commence the Development or permit Commencement until an Employment and Skills Plan has been approved by HBC.

2 The Employment and Skills Plan for the construction phase of the development shall include arrangements setting out how the Owners and to the extent they are not the same person any developer or occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:

2.1 Jobcentre Plus and the Skills Funding Agency; and

2.2 Voluntary and private sectors providers; and

2.3 Sixth form colleges; colleges of further education; and

2.4 Universities

3 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owners any developer and their contractors, for any new jobs and business opportunities created during the construction of the Development.

4 Following approval of the Employment and Skills Plan by HBC the Owners will implement and where necessary procure implementation and promote the objectives of the approved plan and ensure that so far as is

reasonably practicable the objectives of the approved plan are met.

5 As part of the Employment and Skills Plan the Owners may be required to provide financial contributions to HBC to cover specific costs incurred by HBC in the implementation of the Employment and Skills Plan. The plan shall set out the matters on which expenditure may be incurred together with the timings for such expenditure and the trigger for these payments

FIFTH SCHEDULE

AFFORDABLE HOUSING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows unless otherwise agreed in writing:

1. To provide 14 Affordable Housing Units as Plots 1-6(inclusive, 13,14, 17,18, 28, 29, 54 and 55 as shown for identification purposes only marked with an asterisk on the Block Plan in the following mix and tenure:

    - 6 x 2 bed flats (Affordable Rented Units)
    - 5 x 2 bed houses (Affordable Rented Units)
    - 3 x 3 bed houses (Shared Ownership Units)

2. All Affordable Housing Units on the Land will be integrated and compatible with the design of the Private Units.

3. That no more than 50% of Dwellings shall be constructed prior to provision of 7 Affordable Housing Units and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Private Units to provide a mixed development

4. That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency's (or such other successor body's standards) Design and Quality Standards (2007) and Level 3 of the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by HBC (in respect of the Affordable Rented Units) or by EHDC (in respect of the Shared Ownership Units).

5. Variation of Percentage requirements following Viability Assessment
   HBC and EHDC may at any time agree with the Owners to vary any proportions specified in paragraph 1 if following a viability assessment undertaken by the Owners

relating to the proposed development pursuant to the Planning Permission at the request of the Owners such variation is required or agreed to be necessary.

6 No more than Seventeen (17) of the Private Units within the Development will be Occupied until the Affordable Housing Units have been constructed in accordance with the Planning Permissions and made ready for residential Occupation and written notification in relation to that has been given by the Owners to HBC and EHDC.

7. No Private Units within the Development will be Occupied until either:

(a) the Owners have entered into a binding contract or an agreement for lease with a Registered Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land to include the construction of the Affordable Housing Units (and have informed EHDC and HBC to whom the Affordable Housing Land has been transferred to) or

(b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider and written evidence of compliance in respect of the above has been supplied to EHDC and HBC to their reasonable satisfaction

8. The transfer to the Registered Provider of the Affordable Housing Land shall contain the following:

(a) a covenant not to use the Affordable Housing Units otherwise than for Affordable Housing. and

(b) a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership or Affordable Rent to the intent that all Affordable Rented Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and

(c) a covenant requiring the Registered Provider to enter into an agreement with HBC granting HBC the right to nominate 100 per cent of the occupiers of the Affordable Rented Units when initially let and all subsequent true voids, and

(d) a covenant that all Shared Ownership Units shall be offered for sale by the Help to Buy Agent .

9 The covenants set out in paragraph 8 above shall not be binding or enforceable against any purchaser who purchases from the Registered 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 purchaser's successors in title

10. Where the Owners intend to provide management services for the Affordable Housing Units in association with a Registered Provider they shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or a successor statutory body.

11. The Affordable Rented Units shall only be occupied by Eligible Persons.

12. In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by a Registered Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("the Chargee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations contained within this Schedule PROVIDED THAT the Chargee shall first follow the procedures set forth below:

(a) the Chargee shall give 'written notice' ("the Notice") to HBC and EHDC of its intention to exercise its powers of the sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the relevant council ("the Relevant Council") for an amount ("the Purchase Price") to be agreed or determined in accordance with paragraph 12 to this Schedule

(b) the Relevant Council shall notify the Chargee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Relevant Council may at the time of notifying the Chargee of its decision nominate a nominee ("the Nominee") in its place

(c) if pursuant to paragraph 12(b) above the Relevant Council shall accept the Offer or shall nominate a Nominee so to do then the Chargee and the

Relevant Council (or the Nominee as the case may be) shall use reasonable endeavours to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to persons on the Relevant Council's Housing Register and in default of agreement on the Purchase Price within two months of the Relevant Council's notification under paragraph 12(b) above the Purchase Price shall be determined by an Expert pursuant to the provisions of Clause 7 hereto

(d) any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price is agreed or determined by an Expert in accordance with the provisions of Clause 7 ("the Completion Period")

(e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:

- if the Relevant Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
- if the Relevant Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
- if either the Relevant Council or the Nominee shall at any time serve notice of intention to discontinue or
- if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be Completed within the Completion Period notwithstanding the readiness willingness and ability of the Chargee to complete the transfer

(f) Then in any of the above circumstances the Chargee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in this paragraph 12 which shall not be binding upon any purchaser from the Chargee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Chargee the Relevant Council shall expeditiously issue written confirmation that the restrictions in this paragraph 12(f) have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units

and the Relevant Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units

SIXTH SCHEDULE

PHASING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. To construct the Development as a single phase or in accordance with a phasing plan to be submitted to and approved by EHDC and HBC prior to the Commencement of Development

SEVENTH SCHEDULE

THE COUNCILS' COVENANTS

HBC hereby covenants with the Owners as follows:

1. To pay the Community Facilities Contribution and the Public Open Space Contribution to EHDC within 10 working days of receiving such contribution from the Owners

2. To repay or to procure the repayment of any part of the Community Projects Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment of the relevant contribution.

3. To pay the Education Contribution and the Solent Ecological Mitigation Contribution to the County Council within 10 working days of receiving such contributions from the Owners

4. To use reasonable endeavours to procure the repayment of any part of the Education Contribution and the Solent Ecological Mitigation Contribution remaining unspent and any interest accrued at the expiry of 10 years from the date of payment of the Education Contribution to the County Council.

5. To use the Monitoring Fee solely for the purposes specified in this Deed

EHDC hereby covenants with the Owners as follows:

6. To use the Affordable Housing Contribution solely for the purposes specified in this Deed save that in the event that a suitable project cannot be identified in the Rowland Castle Parish within 3 years of receipt of the said contribution, the Owners hereby agree that EHDC may use the Affordable Housing Contribution instead towards the provision of affordable housing elsewhere in the administrative area of East Hampshire District Council

7. To repay any part of the Affordable Housing Contribution the Community Facilities Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment.

APPENDIX 1

DRAFT EHDC PLANNING PERMISSION

DRAFT DRAFT DRAFT DRAFT DRAFT

For: Linden Ltd T/a Linden Homes Southern
WYG Planning & Design
The Loft
St Clair's Farm
Wickham Road
Droxford Southampton
SO32 3PW

TOWN & COUNTRY PLANNING ACT 1990 (as amended)
TOWN & COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

NOTICE OF 54840/001

Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space (17 units within East Hampshire District)
Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Site Address: Land North of Eastleigh House Cottages, Bartons Road, Havant (Rowlands Castle Parish)

The Planning Authority GRANTS Planning Permission in accordance with your application, plans and details submitted therewith, which was registered on 28 August, 2014, subject also to the following conditions:-

1 The development hereby permitted shall be begun **before the expiration of three years** from the date of this planning permission.
Reason - To comply with Section 91 of the Town and Country Planning Act 1990

2 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.

Reason - To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

3 No development shall start on site until plans of the site showing details of the existing and proposed ground levels, proposed finished floor levels, levels of any paths, drives, garages and parking areas and the proposed completed height of the development and any retaining walls have been submitted to and approved in writing by the Local Planning Authority. The details shall clearly identify the relationship of the proposed ground levels and proposed completed height with adjacent buildings. The development thereafter shall be carried out in accordance with the approved details.
Reason - To ensure that a satisfactory relationship results between the new development and adjacent buildings and public areas.

4 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason - To safeguard the existing trees and ensure the enhancement of the development, by the retention of natural features.

5 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period. The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason - To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 Notwithstanding any indication of materials that may have been given in the application or in the absence of such information, **no development shall start on site until** samples / details including manufacturers details of all the materials to be used for external facing and roofing have been submitted to and approved in writing by the Planning Authority. The development works

shall be carried out in accordance with the approved details.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

7 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in full accordance with that specification.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

8 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason - To ensure the appearance of the development is satisfactory and having due regard to policy CP20 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

9 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason - To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

10 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse

close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason - To safeguard the amenity of the locality and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy which forms part of the Local Development Plan and National Planning Policy Framework, March 2012.

11 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

12 **No development shall start on site until** details of a scheme for foul and surface water drainage has been submitted to and approved in writing by the Planning Authority. Such details should include provision for all surface water drainage from parking areas and areas of hardstanding. The development shall be carried out in accordance with the approved details ***before any part of the development is occupied*** and shall be retained thereafter.
Reason - To ensure adequate provision for drainage.
Note: The applicant is requested to contact the Council's Drainage Consultant as soon as possible regarding the above condition.

13 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason - To safeguard the potential archaeological interest of the site.

14 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason - To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity.

15 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason - In the interests of highway safety.

16 **Before occupation of each unit,** a Post Construction Certificate shall be submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason - To ensure that the development is carried in a sustainable manner.

17 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

19 **Before occupation of each unit,** post validation testing **for that unit** shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety.

20 Prior to the commencement of development, the developer shall enter into a Section 278 agreement with the Highways Authority for the works required to connect the access roads to the existing highway to an adoptable standard. Any such works shall be fully completed prior to the occupation of any

dwellings.
Reason - To ensure the safety of cyclists and pedestrians.

21 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extend, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.
Reason - To provide ecological protection and enhancement in accordance with policy CP21 of the East Hampshire District Local Plan: Joint Core Strategy, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981 and NERC Act 2006.

22 The development hereby permitted shall be carried out in accordance with the following approved plans and particulars:

Application form
Design and Access Statement
Flood Risk
Energy Statement
Archaeology & Heritage Assessment
Foul Drainage Report
Extended Phase 1 Habitat survey
Utilities Statement
Planning Statement Visual Impact Assessment
Geo-Environmental Ground Investigation
Internal roof void and Endoscopic inspection of buildings
Noise and Vibration Assessment
Reptile Presence/Likely Absence Survey Report
Landscape Maintenance plan
Travel Plan Framework
Bat Survey Report
Summary of the Community Involvement
Arboricultural Impact Appraisal Method statement
Transport Assessment
Accommodation Schedule
Proposed site plan - 1:250 scale
Proposed Building Heights & Tenure

Location and Existing Plan	01A
Proposed Site Plan	02BRev E

RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A
Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
HT2 – 2B – Affordable – Plans	27B
HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
HT9A – 4B – Open Market – Elevations	42RevC
HT9B – 4B – Open Market – Plans	43B
HT9B – 4B – Open Market – Elevations	44B
HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
HT10 – 4B – Open Market – Plans	47B
HT10 – 4B – Open Market – Elevations	48B
HT11 – 4B – Open Market – Plans	49B
HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
HT12 – 4B – Open Market – Elevations	54B
HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C

Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A
Proposed and Existing Overlay	95

Reason - To ensure provision of a satisfactory development

Supplementary Information

These are advice notes to the applicant and are not part of the planning conditions.

In accordance with paragraphs 186 and 187 of the NPPF East Hampshire District Council (EHDC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

offering a pre-application advice service,

updating applications/agents of any issues that may arise in the processing of their application and where possible suggesting solutions, and,

by adhering to the requirements of the Planning Charter.

In this instance the applicant was updated of any issues after the initial site visit.

The hours of construction and demolition should be limited to 08.00 - 18.00 Mondays to Fridays, 08.00 - 13.00 Saturdays, and not at all Sundays or Bank Holidays, including site traffic and deliveries.

No bonfires should be permitted on site at any time during the demolition and construction and any waste should be suitably disposed of.

The applicant is advised that there may be a need to comply with the requirements of the Party Wall etc Act 1996 before starting works on site. The Act relates to work which involves:

- work on an existing wall shared with another property
- building on the boundary with a neighbouring property
- work involving excavating near a boundary

The Party Wall etc Act is not enforced or administered by the Council but you should understand your obligations to notify adjoining owners and be aware of the circumstances under which a dispute can arise. For further information on the Party Wall Act 1996 there is an explanatory booklet available at the Planning Portal: www.planningportal.gov.uk

The following Planning Policies were considered when making the above decision:-

East Hampshire District Local Plan: Second Review

CP1 - Presumption in favour of sustainable development
CP2 - Spatial Strategy
CP10 - Spatial strategy for housing
CP11 - Housing tenure, type and mix
CP13 - Affordable housing on residential development sites
CP18 - Provision of open space, sport and recreation and built facilities
CP19 - Development in the countryside
CP20 - Landscape
CP21 - Biodiversity
CP24 - Sustainable construction
CP25 - Flood Risk

CP27 - Pollution
CP28 - Green Infrastructure
CP31 - Transport

East Hampshire District Local Plan: Second Review (2006)
C6 - Tree Preservation
T3 - Pedestrians and Cyclists
HC2 - Provision offacilities and services with new Development
P7 - Contaminated Land
HE17 - Archaeological & Ancient Monuments

Building Regulations

This decision is not an approval under the Building Regulations. It is your responsibility to make any necessary applications. If in doubt, you are advised to contact the Council's Building Control Section on 01730 234207.

APPENDIX 2

DRAFT HBC PLANNING PERMISSION

draft copy

Havant BOROUGH COUNCIL

Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

T 023 9247 4174
F 023 9248 0263
DX 50005 Havant

www.havant.gov.uk

Mr J Heppell
WYG
First Floor
The Pavillion
Botleigh Grange Office Campus
Hedge End, Southampton
SO30 2AF

For: Linden Ltd T/A Linden Homes Southern

The Town and Country Planning (Development Management Procedure) (England) Order 2010
Grant of Planning Permission

Application Number: APP/14/00863
Site Address: Land north of Bartons Road, Havant
Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 9 No. 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328. Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Further to your application received on 18 August 2014 which was valid from 28 August 2014 Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

(i) The plans and other documents submitted with regard to your application; and

(ii) The following conditions:

Conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date on which this planning permission was granted.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Location and Existing Plan	01A
Proposed Site Plan	02BRev E
RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A

Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
HT2 – 2B – Affordable – Plans	27B
HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
HT9A – 4B – Open Market – Elevations	42RevC
HT9B – 4B – Open Market – Plans	43B
HT9B – 4B – Open Market – Elevations	44B
HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
HT10 – 4B – Open Market – Plans	47B
HT10 – 4B – Open Market – Elevations	48B
HT11 – 4B – Open Market – Plans	49B
HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
HT12 – 4B – Open Market – Elevations	54B
HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C
Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A

Reason: - To ensure provision of a satisfactory development.

3 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.
Reason: To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

4 Construction of the development hereby permitted shall not commence on each phase until plans and particulars specifying the finished levels (above ordnance datum) of both the ground floors of the proposed buildings and the surrounding ground levels in relation to existing ground levels for that phase have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that site levels are adequately addressed in the interests of the character and amenity of the area and of neighbours having due regard to policies CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

5 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason: To ensure the trees are not adversely affected by the construction of the development and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period.
The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason: To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policies DM8, DM10, and CS20 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

7 Construction of the building(s) hereby permitted shall not commence until a specification of the types and colours of all external roofing and external facing materials, including the provision of sample panels of the external facing materials and colour of mortar to be used for the construction of the same, has been submitted to and approved in writing by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 of Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

8 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed infull accordance with that specification.
Reason: In the interests of the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

9 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, speciesand planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

10 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason: To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

11 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason: To safeguard the amenity of the locality and having due regard to policy CS16 of the Havant Borough Core Strategy 2011 which forms part of the Local

Development Framework and National Planning Policy Framework, March 2012

12 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

13 No development hereby permitted shall commence until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewers proposed to serve the same, and details of any other proposed ancillary drainage works/plant including works to address runoff from Bartons Road(e.g. pumping stations) have been submitted to and approved in writing by the Local Planning Authority. Unless agreed otherwise in writing by the Local Planning Authority, the development hereby permitted shall not be brought into use prior to the completion of the implementation of all such drainage provision in full accordance with such plans and particulars as are thus approved by the Authority.
Reason: To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regard to policies and proposals CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

14 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- Following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason: To safeguard the potential archaeological interest of the site and having due regard to policies CS11, DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

15 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason: To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

16 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason: In the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012

17 Prior to the occupation of the development a Post Construction Certificate shall be

submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that the development is carried out in accordance with policy CS14 of the Havant Borough Local

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

19 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

20 The development hereby permitted shall not commence until a phasing plan for off site highway works including the provision of a footway/cycleway on the north side of Bartons Road and improvements to the pedestrian crossing has been submitted to and approved in writing by the Local Planning Authority., In order to construct these works the developer shall enter into a Section 278 agreement with the Highways Authority and prior to the occupation of any dwellings, all of these works shall be completed, in full accordance with such plans, particulars and programme as have been approved in writing by the Planning Authority and the Highway Authority
Reason: To ensure that the required highway improvements are provided and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) Also to ensure the safety of cyclists and pedestrians and having due regard to policy CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

21 No burning of materials shall take place anywhere on the development site, throughout the period of site clearance and development.
Reason: To protect the health of trees to be retained in the interests of amenity and having due regard to policies CS11.4 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

22 Before first occupation post validation testing shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

23 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not

necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extent, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.

Reason: To provide ecological protection and enhancement in accordance with policy CS11 and DM8 of the Havant Borough Local Plan (Core Strategy) 201, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981, and NERC Act 2006.

24

- Prior to the commencement of any specific phase of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a scheme to deal with the risks associated with the possible contamination shall be submitted to and approved in writing by the Local Planning Authority. That scheme shall include all of the following elements unless specifically excluded, in writing, by the Local Planning Authority.

1. A desk study &/or site walkover survey identifying:
   - All previous uses,
   - potential contaminants associated with those uses,
   - a conceptual model of the site indicating sources, pathways and receptors, and;
   - a summary of potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme based on (1), to provide sufficient information for an appropriate assessment of the risks to all receptors that may be affected, including those off site.

3. The results of the site investigation and risk assessment (2) and if appropriate, an options appraisal and remediation strategy based on these results giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete, identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

All elements shall be adhered to unless agreed in writing by the Local Planning Authority.

Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

25 "If, during development, contamination not previously identified on site is found to be present, no further development (unless otherwise agreed in writing by the Local Planning Authority) shall be undertaken until a report has been submitted to and approved by the Local Planning Authority that details how that contamination is to be dealt with. Unless otherwise agreed in writing with the Local Planning

Authority, all works outlined in the submitted report shall be adhered to."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

26 'No occupation of any part of the permitted development shall take place until a verification report has been submitted to and approved in writing by the Local Planning Authority.
The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan, and must demonstrate that site remediation criteria have been met. It shall also include any plan identified as being necessary for longer-term monitoring of pollutant linkages (a "long-term monitoring and maintenance plan"), including provision for maintenance and contingency action. The long-term monitoring and maintenance plan shall be implemented as approved."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

Other Important Information:

(1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6571.

(2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See www.planningportal.gov.uk/pcs.

(3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Plaza or by telephoning 023 9244 6015.

(4) In accordance with paragraphs 186 and 187 of the NPPF Havant Borough Council (HBC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice,
- You were updated about issues after the initial site visit,

(5) You are advised that consent may be required from Southern Water to build in the vicinity of a public sewer. if you are in any doubt or need further information about obtaining this consent, you should contact Southern Water on 0845 2780845.

(6) **1) The applicant is required to set up on site facilities for:-**
i) wheel washing
ii) measures to control the emission of dust and dirt during construction
iii) measures to control noise and vibration during construction
iv) a scheme for recycling/disposing of waste resulting from demolition and construction works.

(7) **Lorry/HGV routing** should avoid North Street /railway bridge in Emsworth

(8) **Hours of work**: demolition, clearance, excavation, road or construction works should take place only between 0800hrs and 1800hrs on Mondays to Saturdays and not at all on Sundays and all recognised public holidays

Julia Potter

Dated 25th February 2015

DENISE ANN TILLER

and

RONALD ALAN KING AND JAYNE KING

and

SHIRLEY ANN KING

and

MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE

and

LINDEN LIMITED

and

HAVANT BOROUGH COUNCIL

and

EAST HAMPSHIRE DISTRICT COUNCIL

and

THE BANK OF SCOTLAND

and

LLOYD BANK PLC

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to

Land north of Bartons Road, Havant, Hampshire

Planning Application References: APP/13/00266 and 54840/001

DAC Beachcroft LLP
100 Fetter Lane London EC4A 1BN UK
tel: +44 (0) 20 7242 1011 fax: +44 (0) 20 7831 6630
DX 45 London
Ref: KALY/LIN545-0981686

THIS DEED is made the 25th day of February 2015

BETWEEN

(1) **DENISE ANN TILLER** of 1 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the First Owner")

(2) **RONALD ALAN KING and JAYNE KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Second Owner")

(3) **SHIRLEY ANN KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Third Owner")

(4) **MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE** of 4 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Fourth Owner")

(5) **LINDEN LIMITED** (Company Registration Number 01108676) of Try House, Cowley Business Park, Uxbridge , Middlesex UB8 2AL ("the Developer"); and

(6) **HAVANT BOROUGH COUNCIL** of Public Service Plaza, Civic Centre, Havant Hampshire PO9 2AX ("HBC")

(7) **EAST HAMPSHIRE DISTRICT COUNCIL** of Penns Place, Petersfield, Hampshire GU31 4EX ("EDHC")

(8) **LLOYDS BANK PLC** (Company Registration Number 2065) of Registrations Secured Assets, Barnet way, Gloucester, Gloucestershire GL43RL ("the First Mortgagee")

(9) **THE BANK OF SCOTLAND** (Scottish Registration Number SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS ("the Second Mortgagee")

RECITALS

A. This Deed contains planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) and all other powers enabling the parties hereto

B. The First Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP167394

C. The Second Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP474931 subject to the First Charge

D. The Third Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH9838

E. The Fourth Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH33030 subject to the Second Charge

F. The Developer has the benefit of an Option Agreement dated 21 December 2012 to acquire the Land from the Owners

G. HBC and EDHC are the Local Planning Authorities for the purposes of Part III of the Act for the area in which the part of the Land edged red on the Location Plan is situated and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited

H. The First Mortgagee has the benefit of the First Charge and consents to the Second Owner entering into this Deed

I. The Second Mortgagee has the benefit of the Second Charge and consents to the Fourth Owner entering into this Deed

J. The Developer has submitted the Applications to the HBC (in respect of the HBC Site) and EHDC (in respect of the EHDC Site)

K. HBC resolved on 18 December 2014 to grant the HBC Planning Permission in respect of the HBC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

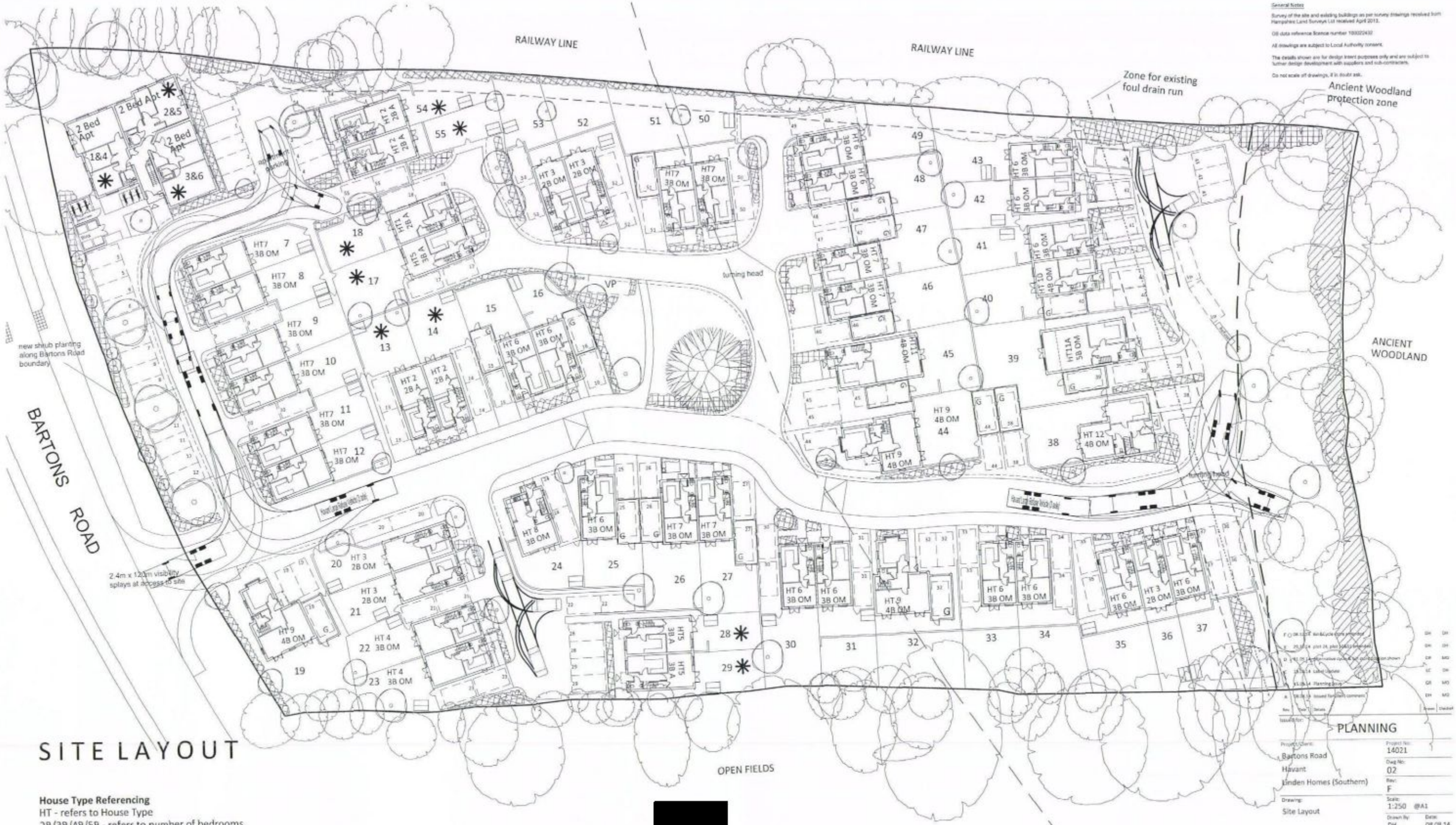
L. EHDC resolved on 8 January 2015 to grant the EDHC Planning Permission in respect of the EHDC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

"the Act"	means the Town and Country Planning Act 1990 as amended inter alia by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004
"Affordable Housing	means affordable housing as defined by the NPPF and provided to Eligible Persons whose needs are not met by the open market
"Affordable Housing Contribution"	means the sum of ONE HUNDRED AND FIFTY THREE THOUSAND NINE HUNDRED POUNDS(£153,900) Index Linked to be applied by EHDC towards the provision of Affordable Housing in the Rowlands Castle Parish subject to the provisions of paragraph 6 of the Seventh Schedule hereto
"Affordable Housing Funding"	means one or more of the following funding sources: a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency or any other such other funding initiatives b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available c) funding from a Registered Provider in anticipation of a grant

	allocation or other funding source
"Affordable Housing Land"	means that part of the Land shown as Plots 1-6(inclusive), 13, 14, 17, 18, 28, 29 , 54 and 55 and for identification purposes only shown marked with an asterisk on the attached Block Plan
"Affordable Housing Units"	means the 14 Dwellings to be provided as Affordable Housing on the Affordable Housing Land under the terms of this Deed
"Affordable Rent"	means rent which is set at no more than 80% of the gross Local Market Rent(including service charge where applicable) as defined in the NPPF PROVIDED ALWAYS that at the time of each letting the rents would not exceed the Local Housing Allowance rates or 45% of the Universal Credit Benefit Cap whichever is the lower, unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency and "Affordable Rents" and "Affordable Rented Units" shall be construed accordingly.
"the Applications"	means the applications for full planning permission for the Development of the Land registered under application number APP/14/00863 by HBC and under application number 54840/001 by EHDC
"the Block Plan"	means plan annexed hereto and marked "The Block Plan" ref14021/02 rev F dated 08.08.14
"Commencement"	means the date on which the Development commences by the carrying out on the Land pursuant to the Planning Permissions of a material operation within the meaning of section 56(4) of the 1990 Act save that for the purposes of this Deed only, the following activities shall not be a material operation: • site clearance works; • site investigations or surveys (including archaeological



General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013.

OS data reference licence number 100022432

All drawings are subject to Local Authority consent.

The details shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

Do not scale off drawings, if in doubt ask.

SITE LAYOUT

House Type Referencing
HT - refers to House Type
2B/3B/4B/5B - refers to number of bedrooms
OM - refers to Open Market
A - refers to Affordable Units

For extent of root protection areas refer to drawing number 14021/05
For highways access and visibility refer to Highway Consultants drawings (see Design and Access Statement).

Plots without garage to have 1.8 x 1.2 sheds - refer to dwgs no 14021/62A

[redacted]

218377

[redacted]

13014

Havant Borough Council | East Hampshire District Council

LPA Boundary

0 5 10 15m

Scale 1:250

PLANNING

Project/Client:
Bartons Road
Havant
Linden Homes (Southern)

Drawing:
Site Layout

Project No: 14021
Dwg No: 02
Rev: F
Scale: 1:250 @A1
Drawn By: DH Date: 08.08.14
Checked By: MD Date: 08.08.14

BrightSpace architects

15 Glasshouse Studios, Fryern Court Road, Fordingbridge Hampshire, SP6 1QX T: (01425) 655806/653639

BLOCK PLAN

works or assessment of ground conditions);

- site decontamination or other remedial works in respect of adverse ground conditions;
- erection of any hoarding and any temporary means of enclosure
- erection of a construction works compound and associated storage
- construction of an access for the purposes of carrying out the construction works;
- the temporary display of site notices or advertisements;
- works for the provision of drainage or other utility services to prepare the Land for development;
- erection of tree protection measures and associated tree surgery works;
- the provision of contractors' officers and accommodation

and "Commence" and "Commenced" shall be construed accordingly

"Common Parts"	means the parts of the Land which do not comprise a Dwelling or the curtilage of a Dwelling and shall without prejudice to the generality thereof include the roads, visitor parking spaces communal parking areas, footways, footpaths and landscaped areas and drainage and acoustic fences in the Common Parts thereof
"Community Facilities Contribution "	means the sum of THREE THOUSAND FOUR HUNDRED POUNDS(£3,400) Index Linked to be applied by EHDC towards the provision of sports and built leisure projects within the District of East Hampshire
"The Council"	means either EHDC and HBC jointly for a Land wide obligation or the Council within whose administrative area the relevant obligations is applicable.

"County Council"	means Hampshire County Council, The Castle, Winchester, Hampshire. SO23 8UJ
"Default Interest Rate"	means 4% per annum above the Base Rate. Base Rate being the base rate from time to time of Nat West Bank plc
"the Development"	means the demolition of the existing buildings on the Land and the erection of 55 Dwellings comprising 6No. 2 bed flats; 9 No. 2bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328.
"Dwelling"	means any residential dwelling built pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Education Contribution"	means the sum of TWO HUNDRED AND SEVENTY EIGHT THOUSAND ONE HUNDRED AND THIRTY FIVE POUNDS (£278,135) Index Linked to be applied by the County Council towards the provision of primary education facilities in the Borough of Havant and the District of East Hampshire
"EHDC Site"	means that part of the Land shown coloured pink on the Location Plan
"EHDC Planning Permission"	means the full planning permission to be granted pursuant application number 54840/001
"Eligible Person"	means persons who are unable to afford housing accommodation on the open market (whether by renting or by purchasing) within the administrative areas of HBC and EHDC and who are on those registers retained or referred to by HBC and EHDC from time to time in the discharge of its housing function and the expression "Eligible Persons" shall be construed accordingly
"Employment and Skills Plan"	means a scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs

	generated, in a form as set out in the Sixth Schedule to the reasonable satisfaction of HBC
"First Charge"	means the registered charge dated 23 August 2005
"Framework Residential Travel Plan"	means the approved framework travel plan document
"HBC Planning Permission"	means the full planning permission to be granted pursuant to application number APP/14/00863
"HBC Site"	means that part of the Land shown coloured blue on the Location Plan
Help to Buy Agency"	means the body nominated by the Homes and Communities Agency to be responsible for low cost home ownership nominations within the administrative area 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
"Homes and Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of Affordable Housing within the administrative areas of HBC and EHDC by any Registered Provider or if such body ceases to exist or is superceded the equivalent body
"Index Linked"	means increased in accordance with the following formula such indexation shall only be applied in circumstances where the Retail Prices Index (All Items)(RPI) at the date of payment stands at a higher level than it did at 25th February 2015 The amount payable = the payments specified in the First Schedule x (A/B) where: A= the figure for the Retail Prices Index (All

	Items) that applied immediately preceding the Payment Date. B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.
"Interest in Default"	means interest at the rate of 4% above the base lending rate of the National Westminster Bank PLC from time to time in force
"the Land"	means the land north of Bartons Road, Havant and which for the purposes of identification only is shown edged with a red line on the Location Plan
"the Location Plan"	means drawing number 14021-01 Rev A annexed hereto
"Management Company"	means a company or other body to be charged with the management of the Common Parts and the Open Space in accordance with the Third Schedule
"Monitoring Fee"	means the sum of FIVE THOUSAND POUNDS (£5,000) being a fee (and to be applied at such time and in such manner as HBC shall in its absolute discretion determine) used towards the costs to be incurred by the HBC in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds
"NPPF"	means the National Planning Policy Framework Policy published in March 2012
"Occupation"	means the first beneficial residential occupation of a Dwelling which shall be the date upon which Council Tax becomes payable for that Dwelling or when the Owners first Transfer that Dwelling (whichever is the earlier) but excluding occupation for the purposes of fitting out or marketing and "Occupy" and "Occupied" shall be construed accordingly

General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013

OS data reference licence number 100022432 received July 2014,valid for 12 months only

All drawings are subject to Local Authority consent

The details shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

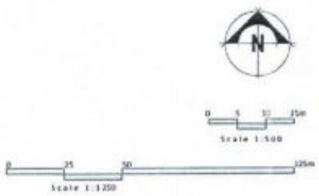
Do not scale off drawings, if in doubt ask



01 Location plan
01 scale - 1:1250



02 Existing Site Block Plan
01 scale - 1:500



13014

A 15.08.14 Planning issue GR MD

Rev. Date: Details: Drawn: Checked:

Issued for:

PLANNING

Project/Client:
Bartons Road
Havant
Linden Homes (Southern)

Project No: 14021
Dwg No: 01
Rev: A
Scale: Varies @A1
Drawn By: GR Date: 15.08.14
Checked By: MD Date: 15.08.14

Drawing:
Location & Existing Site Plan

BrightSpace architects
15 Glasshouse Studios, Fryern Court Road, Fordingbridge
Hampshire, SP6 1QX T: (01425) 655806/655639

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"Open Space "	means those areas of the Land to be provided and laid out by the Owners for use as open space in locations to be agreed with the HBC and EHDC
"Owners"	means together the First Owner, the Second Owner, the Third Owner and the Fourth Owner and their respective successors in title
"Planning Permissions"	means the HBC Planning Permission and the EHDC Planning Permission together
"Private Dwelling"	means the 41 Dwellings available for sale on the open market and which are not designated as Affordable Housing
"Public Open Space Contribution"	means the sum of EIGHTEEN THOUSAND SIX HUNDRED AND EIGHTY FOUR POUNDS(£18,684) Index Linked to be applied by EHDC towards the costs of providing additional public open spaces areas or improving existing public open spaces in the district of East Hampshire
"Registered Provider"	means any body or organisation that is permitted by law and whose main function or aim is to provide and/or manage Affordable Housing including a housing association or housing company or trust registered as a provider with the Homes and Communities Agency or its successor or an alternative provider of Affordable Housing or any company or other body approved by the Homes and Communities Agency for receipt of Social Housing Grant in each case nominated by the Owners and approved in writing by HBC and EHDC
"Relevant Interest"	means a legal interest in the Land pursuant to the Option Agreement dated 21 December 2012 between the Owners and the Developer or otherwise acquiring a legal interest in the Land which would be sufficient to mean that it was bound by the terms of this Deed had it not been entered into

"Residential Travel Plan"	means a travel plan for the Land prepared in accordance with the approved Framework Residential Travel Plan and the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009" or amendment replacement or variation thereof
"Residential Travel Plan Approval Fee"	means the sum of TWO HUNDRED AND FIFTY POUNDS (£250) payable to the County Council for the assessment of the Residential Travel Plan by the Council
"Residential Travel Plan Monitoring Fee"	means the sum of ONE THOUSAND POUNDS (£1,000) payable on instalments over 4 years to the costs incurred by the Council in monitoring and evaluating submitted travel plan reports, £250 to be paid prior to Occupation of the Development and then in 3 further instalments of £250 once yearly payments to be made on the 1st April each year
"Second Charge"	means the registered charge dated 13 July 2011
"Shared Ownership"	means a lease or sub lease under which an Affordable Housing Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of a mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit and pays a rental element if required by the Registered Provider and "Shared Ownerships Unit(s)" shall be construed accordingly
"Solent Ecological Mitigation Contribution"	means the sum of NINE THOUSAND FOUR HUNDRED AND SIXTY POUNDS (£9,460) being a contribution to be applied by the County Council in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.

2. INTERPRETATION

2.1 In this Deed:

2.1.1 Words importing the masculine gender include the feminine and vice versa

2.1.2 Words importing the singular include the plural and vice versa

2.1.3 Words importing persons include companies and corporations and vice versa

2.2 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 severally

2.3 Any reference to a clause or schedule or plan is to one in or attached to this Deed

2.4 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment or replacement of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it

2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of EHDC and HBC any successor to their statutory functions

2.6 Save as expressly provided by this Deed obligations given by any of the parties shall attach to the Land and each and every part of it and shall bind their successors in title and assignees or any persons claiming by under or through them

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers

3.2 The covenants set out in the First Schedule Second Schedule Third Schedule the Fourth Schedule and the Fifth Schedule are planning obligations for the purposes of Section 106 of the Act and shall be enforceable by HBC and EHDC

4. CONDITIONALITY

4.1 With the exception of clauses 1, 2, 3, 4, 5, 6, 7, 8 9 and 10 (which shall come into effect on the date hereof) this Deed shall come into effect upon the grant of Planning Permission and the Commencement of Development

5. GENERAL PROVISIONS

5.1 The planning obligations in this Deed are enforceable by EHDC and HBC as the local planning authorities for the area in which the Land is situated

5.2 This Deed shall run with the Land and shall bind the Owners and their successors in title and assigns PROVIDED THAT the planning obligations contained herein shall not be binding upon any individual owners or occupiers of Dwellings or their mortgagees or upon any statutory undertaker where it has taken an interest in the Land solely for the purpose of its statutory undertaking including apparatus

5.3 No party shall be liable for breach of a covenant contained in this Deed after it shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.4 The obligations in this deed shall cease to have effect if before the Development is commenced, the Planning Permission:

(a) expires;

(b) is varied or revoked other than at the request of the Owners or

(c) is quashed following a successful legal challenge.

5.5 Nothing in this Deed shall be construed as restricting the exercise by HBC and EHDC of any powers exercisable by it under the Act or under any other Act PROVIDED ALWAYS that this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission in respect of the Land which may be or has been at any time issued by EHDC or HBC or any other appropriate person or authority pursuant to the provisions of that Act or any statutory amendment or re-enactment thereof

5.6 The terms and conditions of this Deed shall be capable of being varied by a supplemental deed executed by the parties hereto

5.7 No waiver (whether express or implied) by either HBC or EHDC of any breach or default in performing or observing any of the obligations terms or conditions of the Deed shall constitute a continuing waiver and no such waiver shall prevent either council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default

5.8 None of the provisions of this Deed are intended to operate so as to confer a benefit (pursuant to the Contract (Rights of Third Parties) Act 1999) on any person who is not named as a party to this Deed

5.9 This Deed is a local land charge and shall be registered as such by HBC and EHDC

5.10 For the purpose of such parts of this Deed as may be subject to the rule against perpetuities the perpetuity period applicable to this Deed shall be one hundred and twenty five years from the date hereof

5.11 All approvals certificates consents agreement satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners and given by the HBC or EHDC or their officers in accordance with this Deed shall be in addition to any other approvals consents agreement or confirmations that may be required by the Act or by any other statute or regulation (together with all determinations as to whether for the purpose of this Deed dwellings have been occupied and/or completed) and shall not be unreasonably withheld or delayed

5.12 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is to be unaffected and the same shall remain in full force and effect

5.13 On the date hereof the Developer shall pay to EHDC and HBC that reasonable legal costs relating to the negotiation, preparation and completion of this Deed

5.14 Any notice to HBC or EHDC under this Deed shall be deemed to be sufficiently served if delivered personally or sent by pre-paid first class recorded delivery post to the relevant council at the address specified in this Deed

5.15 If any contribution due to be paid under the terms of this Deed shall remain unpaid after the same has become due then Interest in Default from the date when any contribution became due until the date of payment thereof shall be paid

6. THE OWNERS' AND THE DEVELOPER'S COVENANTS

6.1 The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) covenant with EHDC and HBC as set out in the First Schedule the Second Schedule the Third Schedule the Fourth Schedule the Fifth Schedule and the Sixth Schedule of this Deed

7. DISPUTES

7.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed including questions of value and any question of reasonableness the same shall be referred to an independent person (the "Specialist") for determination in accordance with the following provisions:

7.1.1 the Specialist shall have at least 10 years post qualification experience in the subject matter of the dispute;

7.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

7.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors; and

7.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the

direction of the President for the time being of the Royal Town Planning Institute

PROVIDED THAT the parties may otherwise agree an alternative Specialist appropriate to the nature of the dispute

7.2 Unless otherwise agreed by the parties to the dispute the Specialist is to act as an independent expert and:

7.2.1 each party may make written representations within 21 Working Days of the appointment of the Specialist and will copy the written representations to the other party;

7.2.2 each party is to have a further 14 Working Days to make written comments on the other's representations and will copy the written comments to the other party

7.3 The Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as her may reasonably require;

7.4 The Specialist is not to take oral representations from the parties without giving the parties the opportunity to be present and to give evidence and to cross examine each other;

7.5 The Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision

7.6 Responsibility for the reasonably incurred costs of referring a dispute to a Specialist under this clause 7 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist

7.7 The provisions of this clause shall not affect the ability of either HBC or EHDC to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

8. **NO FETTER OF DISCRETION**

8.1 Nothing (contained or implied) in this deed shall fetter or restrict EHDC's or HBC's statutory rights, powers, discretions and responsibilities.

9. **MORTGAGEES' CONSENTS**

9.1 The Second Owner hereby agrees to indemnify and keep indemnified the First Mortgagee from and against all actions costs claims and demands of whatsoever nature arising out of any breach or non-compliance of the terms of this Deed .

9.2 The First Mortgagee consents to this Deed and acknowledges that the Deed binds the Land and the First Mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach

9.3 ~~The Second Mortgagee hereby consents to the Fourth Owner entering this Deed and acknowledges that its interest in the Land shall be bound by the obligations contained in this Deed PROVIDED THAT the Second Mortgagee (and any successor in title or any other mortgagee) shall otherwise have no liability under this Deed unless it becomes a mortgagee in possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Fourth Owner~~ The Fourth Owner hereby agrees to indemnify and keep indemnified the Second Mortgagee from and against all actions costs claims and demands of whatsoever nature arising out of any breach or non compliance of the terms of this Deed.

9.4 The Second Mortgagee consents to this Deed and acknowledges that the Deed binds the Land and the Second Mortgagee shall duly be liable for a breach of the Agreement that it has itself caused whilst Mortgagee in possession, but shall not be liable for any pre-existing breach

10. **MISCELLANEOUS**

10.1 This Deed is executed in any number of counterparts, each of which when executed and dated shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document

Executed as a Deed by)
MALCOLM PURDUE)
As attorney for
DENISE ANN TILLER

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
RONALD ALAN KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
JAYNE KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
SHIRLEY ANN KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
MICHAEL JOHN BRAMBLE)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
JULIE CAROL BRAMBLE)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

EXECUTED as a **DEED** by
[ ]
as attorney for **LINDEN LIMITED**
in the presence of:

.....
[ ]
As attorney for Linden Limited

Signature of witness .....

Name of witness .....

Address of witness .....

.....

EXECUTED as a **DEED** by
[ ]
as attorney for **LINDEN LIMITED**
in the presence of:

.....
[ ]
As attorney for Linden Limited

Signature of witness .....

Name of witness .....

Address of witness .....

.....

Executed as a Deed
by affixing the Common Seal of
The COUNCIL OF THE BOROUGH OF HAVANT
in the presence of

[redacted]

Authorised signatory

13014

Executed as a Deed
by affixing the Common Seal of
EAST HAMPSHIRE DISTRICT COUNCIL
in the presence of

[redacted]

Authorised signatory



In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **THE BANK**)
OF SCOTLAND as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of The Bank of
Scotland

In the presence of :

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **LLOYDS BANK**)
PLC as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of Lloyds Bank Plc

In the presence of :

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

FIRST SCHEDULE

FINANCIAL CONTRIBUTIONS

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:-

1. Prior to Commencement of Development to pay the following financial contributions to HBC :

   1.1 the Monitoring Fee

   1.2 50% of the Solent Ecological Mitigation Contribution

   1.3 50% of the Education Contribution

   1.4 50% of the Public Open Space Contribution

   1.5 50% of the Community Facilities Contribution

2. Prior to Occupation of any Private Dwelling constructed as part of the Development to pay the following financial contribution to EHDC:

   2.1 50% of the Affordable Housing Contribution

3. Prior to Occupation of more than 10 Dwellings constructed on the EHDC Land to pay the following financial contribution to EHDC:

   3.1 the remaining 50% of the Affordable Housing Contribution

4. Prior to Occupation of more than 35 Dwellings constructed as part of the Development to pay the following financial contributions to HBC:

   4.1 the remaining 50% of the Solent Ecological Mitigation Contribution

   4.2 the remaining 50% of the Education Contribution

   4.4 the remaining 50% of the Public Open Space Contribution

   4.5 the remaining 50% of the Community Facilities Contribution

SECOND SCHEDULE

RESIDENTIAL TRAVEL PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to first occupation of the dwellings to prepare and submit a draft Residential Travel Plan to the Council for approval consistent with the Hampshire County Councils guidance "A Guide to Development Related Travel Plans" dated January 2009 (or amendment replacement or variation thereof) together with the Residential Travel Plan Approval Fee.

2. Not to Occupy the Development unless and until the Residential Travel Plan has been approved in writing by the Council (such approval not to be unreasonably delayed or withheld).

3. Not to amend the Residential Travel Plan without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed).

4. Not to use the Development otherwise than in accordance with the approved Residential Travel Plan (including any approved amendments to them).

5. Not to Occupy the Development unless and until the first instalment of the Residential Travel Plan Monitoring Fee (£250) has been paid to the Council and there from the remaining four annual instalments of £250 shall be paid on the 1st April in each year.

THIRD SCHEDULE

MANAGEMENT COMPANY

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of Development to supply to the Solicitor to the Council for written approval by HBC (such approval not to be unreasonably withheld or delayed):-

   1.1 a draft memorandum and articles of association for the Company for the purpose of managing, maintaining (including sweeping, scavenging, repair and replacement of street lighting) and cleansing of the Common Parts and the Open Space. Such draft memorandum and articles of association are to provide until their adoption for the management arrangements for any new roads and footpaths to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority

   1.2 proposals for arrangements to secure the future maintenance of the Common Parts and the Open Space by the Company (which may include a transfer of the Common Parts and Open Space to the Company or the granting of a long lease of the Common Parts and the Open Space by the Owners in favour of the Company) so as to ensure that the Common Parts and the Open Space are properly maintained, such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts and the Open Space and the management arrangements (until their adoption) for any new roads and footpaths and parking spaces to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority shall be met (by residents of the Development or otherwise).

2. Any submission of documents or details to HBC pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this Deed, and the paragraph under which approval is sought., together with a statement of the one month date by which deemed approval may apply under Paragraph 3 below

3. HBC shall give notice to the Owners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owners under Paragraphs 1.1 and 1.2 above within one month of receipt of such details and in the event that HBC fails to give such notice the details as submitted shall be deemed to have been approved (provided the Owners has supplied the details fully in accordance with the provisions of this Schedule)

4. Forthwith after the approval by HBC of the proposed memorandum and articles of association the Owners shall take all necessary steps to secure the formation and registration of the Company at Companies House and to notify HBC accordingly within seven days of the completion of the registration of the Company

5. The Owners shall repair and maintain or shall procure the repair and maintenance of the Common Parts, the Open Space including (until their adoption) the new roads and footpaths and the parking spaces to the reasonable satisfaction of HBC:-

   5.1 until such time as the Company is registered and the maintenance arrangements approved by HBC have been completed and the relevant areas transferred to the Company and all Dwellings on the Land have been sold or leased; or

   5.2 in the event of the Company at any time failing to maintain the Common Parts and the Open Space to the reasonable satisfaction of HBC.

6. The Owners may submit to HBC for its written approval alternative proposals for the management and maintenance of the Common Parts and the Open Space (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 1, 2, 3, 4 and 5 of this Schedule shall apply to the extent that the Owners shall remain responsible for the management and maintenance of the Common Parts and the Open Space without prejudice to the generality of paragraph 5.2 above until such alternative arrangements (as approved by HBC) have been fully implemented.

FOURTH SCHEDULE

EMPLOYMENT AND SKILLS PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of the Development to submit to HBC for written approval the Employment and Skills Plan for the construction phase of the Development (such approval not to be unreasonably delayed or withheld)and unless otherwise agreed in writing by HBC not to Commence the Development or permit Commencement until an Employment and Skills Plan has been approved by HBC.

2 The Employment and Skills Plan for the construction phase of the development shall include arrangements setting out how the Owners and to the extent they are not the same person any developer or occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:

2.1 Jobcentre Plus and the Skills Funding Agency; and

2.2 Voluntary and private sectors providers; and

2.3 Sixth form colleges; colleges of further education; and

2.4 Universities

3 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owners any developer and their contractors, for any new jobs and business opportunities created during the construction of the Development.

4 Following approval of the Employment and Skills Plan by HBC the Owners will implement and where necessary procure implementation and promote the objectives of the approved plan and ensure that so far as is

reasonably practicable the objectives of the approved plan are met.

5 As part of the Employment and Skills Plan the Owners may be required to provide financial contributions to HBC to cover specific costs incurred by HBC in the implementation of the Employment and Skills Plan. The plan shall set out the matters on which expenditure may be incurred together with the timings for such expenditure and the trigger for these payments

FIFTH SCHEDULE

AFFORDABLE HOUSING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows unless otherwise agreed *in writing:*

1. To provide 14 Affordable Housing Units as Plots 1-6(inclusive, 13,14, 17,18, 28, 29, 54 and 55 as shown for identification purposes only marked with an asterisk on the Block Plan in the following mix and tenure:

    - 6 x 2 bed flats (Affordable Rented Units)
    - 5 x 2 bed houses (Affordable Rented Units)
    - 3 x 3 bed houses (Shared Ownership Units)

2. All Affordable Housing Units on the Land will be integrated and compatible with the design of the Private Units.

3. That no more than 50% of Dwellings shall be constructed prior to provision of 7 Affordable Housing Units and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Private Units to provide a mixed development

4. That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency's (or such other successor body's standards) Design and Quality Standards (2007) and Level 3 of the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by HBC (in respect of the Affordable Rented Units) or by EHDC (in respect of the Shared Ownership Units).

5. Variation of Percentage requirements following Viability Assessment
   HBC and EHDC may at any time agree with the Owners to vary any proportions specified in paragraph 1 if following a viability assessment undertaken by the Owners

relating to the proposed development pursuant to the Planning Permission at the request of the Owners such variation is required or agreed to be necessary.

6 No more than Seventeen (17) of the Private Units within the Development will be Occupied until the Affordable Housing Units have been constructed in accordance with the Planning Permissions and made ready for residential Occupation and written notification in relation to that has been given by the Owners to HBC and EHDC.

7. No Private Units within the Development will be Occupied until either:

(a) the Owners have entered into a binding contract or an agreement for lease with a Registered Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land to include the construction of the Affordable Housing Units (and have informed EHDC and HBC to whom the Affordable Housing Land has been transferred to) or

(b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider and written evidence of compliance in respect of the above has been supplied to EHDC and HBC to their reasonable satisfaction

8. The transfer to the Registered Provider of the Affordable Housing Land shall contain the following:

(a) a covenant not to use the Affordable Housing Units otherwise than for Affordable Housing. and

(b) a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership or Affordable Rent to the intent that all Affordable Rented Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and

(c) a covenant requiring the Registered Provider to enter into an agreement with HBC granting HBC the right to nominate 100 per cent of the occupiers of the Affordable Rented Units when initially let and all subsequent true voids, and

(d) a covenant that all Shared Ownership Units shall be offered for sale by the Help to Buy Agent .

9 The covenants set out in paragraph 8 above shall not be binding or enforceable against any purchaser who purchases from the Registered 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 purchaser's successors in title

10. Where the Owners intend to provide management services for the Affordable Housing Units in association with a Registered Provider they shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or a successor statutory body.

11. The Affordable Rented Units shall only be occupied by Eligible Persons.

12. In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by a Registered Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("the Chargee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations contained within this Schedule PROVIDED THAT the Chargee shall first follow the procedures set forth below:

(a) the Chargee shall give 'written notice' ("the Notice") to HBC and EHDC of its intention to exercise its powers of the sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the relevant council ("the Relevant Council") for an amount ("the Purchase Price") to be agreed or determined in accordance with paragraph 12 to this Schedule

(b) the Relevant Council shall notify the Chargee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Relevant Council may at the time of notifying the Chargee of its decision nominate a nominee ("the Nominee") in its place

(c) if pursuant to paragraph 12(b) above the Relevant Council shall accept the Offer or shall nominate a Nominee so to do then the Chargee and the

Relevant Council (or the Nominee as the case may be) shall use reasonable endeavours to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to persons on the Relevant Council's Housing Register and in default of agreement on the Purchase Price within two months of the Relevant Council's notification under paragraph 12(b) above the Purchase Price shall be determined by an Expert pursuant to the provisions of Clause 7 hereto

(d) any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price is agreed or determined by an Expert in accordance with the provisions of Clause 7 ("the Completion Period")

(e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:

- if the Relevant Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
- if the Relevant Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
- if either the Relevant Council or the Nominee shall at any time serve notice of intention to discontinue or
- if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be Completed within the Completion Period notwithstanding the readiness willingness and ability of the Chargee to complete the transfer

(f) Then in any of the above circumstances the Chargee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in this paragraph 12 which shall not be binding upon any purchaser from the Chargee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Chargee the Relevant Council shall expeditiously issue written confirmation that the restrictions in this paragraph 12(f) have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units

and the Relevant Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units

SIXTH SCHEDULE

PHASING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. To construct the Development as a single phase or in accordance with a phasing plan to be submitted to and approved by EHDC and HBC prior to the Commencement of Development

SEVENTH SCHEDULE

THE COUNCILS' COVENANTS

HBC hereby covenants with the Owners as follows:

1. To pay the Community Facilities Contribution and the Public Open Space Contribution to EHDC within 10 working days of receiving such contribution from the Owners

2. To repay or to procure the repayment of any part of the Community Projects Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment of the relevant contribution.

3. To pay the Education Contribution and the Solent Ecological Mitigation Contribution to the County Council within 10 working days of receiving such contributions from the Owners

4. To use reasonable endeavours to procure the repayment of any part of the Education Contribution and the Solent Ecological Mitigation Contribution remaining unspent and any interest accrued at the expiry of 10 years from the date of payment of the Education Contribution to the County Council.

5. To use the Monitoring Fee solely for the purposes specified in this Deed

EHDC hereby covenants with the Owners as follows:

6. To use the Affordable Housing Contribution solely for the purposes specified in this Deed save that in the event that a suitable project cannot be identified in the Rowland Castle Parish within 3 years of receipt of the said contribution, the Owners hereby agree that EHDC may use the Affordable Housing Contribution instead towards the provision of affordable housing elsewhere in the administrative area of East Hampshire District Council

7. To repay any part of the Affordable Housing Contribution the Community Facilities Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment.

APPENDIX 1

DRAFT EHDC PLANNING PERMISSION

DRAFT DRAFT DRAFT DRAFT DRAFT

For: Linden Ltd T/a Linden Homes Southern
WYG Planning & Design
The Loft
St Clair's Farm
Wickham Road
Droxford Southampton
SO32 3PW

TOWN & COUNTRY PLANNING ACT 1990 (as amended)
TOWN & COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

NOTICE OF 54840/001

Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space (17 units within East Hampshire District)
Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Site Address: Land North of Eastleigh House Cottages, Bartons Road, Havant (Rowlands Castle Parish)

The Planning Authority GRANTS Planning Permission in accordance with your application, plans and details submitted therewith, which was registered on 28 August, 2014, subject also to the following conditions:-

1 The development hereby permitted shall be begun **before the expiration of three years** from the date of this planning permission.
Reason - To comply with Section 91 of the Town and Country Planning Act 1990

2 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.

Reason - To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

3 No development shall start on site until plans of the site showing details of the existing and proposed ground levels, proposed finished floor levels, levels of any paths, drives, garages and parking areas and the proposed completed height of the development and any retaining walls have been submitted to and approved in writing by the Local Planning Authority. The details shall clearly identify the relationship of the proposed ground levels and proposed completed height with adjacent buildings. The development thereafter shall be carried out in accordance with the approved details.
Reason - To ensure that a satisfactory relationship results between the new development and adjacent buildings and public areas.

4 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason - To safeguard the existing trees and ensure the enhancement of the development, by the retention of natural features.

5 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period. The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason - To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 Notwithstanding any indication of materials that may have been given in the application or in the absence of such information, **no development shall start on site until** samples / details including manufacturers details of all the materials to be used for external facing and roofing have been submitted to and approved in writing by the Planning Authority. The development works

shall be carried out in accordance with the approved details.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

7 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in full accordance with that specification.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

8 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason - To ensure the appearance of the development is satisfactory and having due regard to policy CP20 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

9 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason - To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

10 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse

close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason - To safeguard the amenity of the locality and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy which forms part of the Local Development Plan and National Planning Policy Framework, March 2012.

11 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

12 **No development shall start on site until** details of a scheme for foul and surface water drainage has been submitted to and approved in writing by the Planning Authority. Such details should include provision for all surface water drainage from parking areas and areas of hardstanding. The development shall be carried out in accordance with the approved details **before any part of the development is occupied** and shall be retained thereafter.
Reason - To ensure adequate provision for drainage.
Note: The applicant is requested to contact the Council's Drainage Consultant as soon as possible regarding the above condition.

13 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason - To safeguard the potential archaeological interest of the site.

14 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason - To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity.

15 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason - In the interests of highway safety.

16 **Before occupation of each unit,** a Post Construction Certificate shall be submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason - To ensure that the development is carried in a sustainable manner.

17 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

19 **Before occupation of each unit,** post validation testing **for that unit** shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety.

20 Prior to the commencement of development, the developer shall enter into a Section 278 agreement with the Highways Authority for the works required to connect the access roads to the existing highway to an adoptable standard. Any such works shall be fully completed prior to the occupation of any

dwellings.
Reason - To ensure the safety of cyclists and pedestrians.

21 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extend, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.
Reason - To provide ecological protection and enhancement in accordance with policy CP21 of the East Hampshire District Local Plan: Joint Core Strategy, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981 and NERC Act 2006.

22 The development hereby permitted shall be carried out in accordance with the following approved plans and particulars:

Application form	
Design and Access Statement	
Flood Risk	
Energy Statement	
Archaeology & Heritage Assessment	
Foul Drainage Report	
Extended Phase 1 Habitat survey	
Utilities Statement	
Planning Statement Visual Impact Assessment	
Geo-Environmental Ground Investigation	
Internal roof void and Endoscopic inspection of buildings	
Noise and Vibration Assessment	
Reptile Presence/Likely Absence Survey Report	
Landscape Maintenance plan	
Travel Plan Framework	
Bat Survey Report	
Summary of the Community Involvement	
Arboricultural Impact Appraisal Method statement	
Transport Assessment	
Accommodation Schedule	
Proposed site plan - 1:250 scale	
Proposed Building Heights & Tenure	
Location and Existing Plan	01A
Proposed Site Plan	02BRev E

RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A
Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
HT2 – 2B – Affordable – Plans	27B
HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
HT9A – 4B – Open Market – Elevations	42RevC
HT9B – 4B – Open Market – Plans	43B
HT9B – 4B – Open Market – Elevations	44B
HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
HT10 – 4B – Open Market – Plans	47B
HT10 – 4B – Open Market – Elevations	48B
HT11 – 4B – Open Market – Plans	49B
HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
HT12 – 4B – Open Market – Elevations	54B
HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C

Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A
Proposed and Existing Overlay	95

Reason - To ensure provision of a satisfactory development

Supplementary Information

These are advice notes to the applicant and are not part of the planning conditions.

In accordance with paragraphs 186 and 187 of the NPPF East Hampshire District Council (EHDC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

offering a pre-application advice service,

updating applications/agents of any issues that may arise in the processing of their application and where possible suggesting solutions, and,

by adhering to the requirements of the Planning Charter.

In this instance the applicant was updated of any issues after the initial site visit.

The hours of construction and demolition should be limited to 08.00 - 18.00 Mondays to Fridays, 08.00 - 13.00 Saturdays, and not at all Sundays or Bank Holidays, including site traffic and deliveries.

No bonfires should be permitted on site at any time during the demolition and construction and any waste should be suitably disposed of.

The applicant is advised that there may be a need to comply with the requirements of the Party Wall etc Act 1996 before starting works on site. The Act relates to work which involves:

- work on an existing wall shared with another property
- building on the boundary with a neighbouring property
- work involving excavating near a boundary

The Party Wall etc Act is not enforced or administered by the Council but you should understand your obligations to notify adjoining owners and be aware of the circumstances under which a dispute can arise. For further information on the Party Wall Act 1996 there is an explanatory booklet available at the Planning Portal: www.planningportal.gov.uk

The following Planning Policies were considered when making the above decision:-

<u>East Hampshire District Local Plan: Second Review</u>

CP1 - Presumption in favour of sustainable development
CP2 - Spatial Strategy
CP10 - Spatial strategy for housing
CP11 - Housing tenure, type and mix
CP13 - Affordable housing on residential development sites
CP18 - Provision of open space, sport and recreation and built facilities
CP19 - Development in the countryside
CP20 - Landscape
CP21 - Biodiversity
CP24 - Sustainable construction
CP25 - Flood Risk

CP27 - Pollution
CP28 - Green Infrastructure
CP31 - Transport

East Hampshire District Local Plan: Second Review (2006)
C6 - Tree Preservation
T3 - Pedestrians and Cyclists
HC2 - Provision offacilities and services with new Development
P7 - Contaminated Land
HE17 - Archaeological & Ancient Monuments

Building Regulations

This decision is not an approval under the Building Regulations. It is your responsibility to make any necessary applications. If in doubt, you are advised to contact the Council's Building Control Section on 01730 234207.

APPENDIX 2

DRAFT HBC PLANNING PERMISSION

draft copy

Havant BOROUGH COUNCIL

Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

T 023 9247 4174
F 023 9248 0263
DX 50005 Havant

www.havant.gov.uk

Mr J Heppell
WYG
First Floor
The Pavillion
Botleigh Grange Office Campus
Hedge End, Southampton
SO30 2AF

For: Linden Ltd T/A Linden Homes Southern

The Town and Country Planning (Development Management Procedure) (England) Order 2010
Grant of Planning Permission

Application Number: APP/14/00863
Site Address: Land north of Bartons Road, Havant
Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 9 No. 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328. Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Further to your application received on 18 August 2014 which was valid from 28 August 2014 Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

(i) The plans and other documents submitted with regard to your application; and

(ii) The following conditions:

Conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date on which this planning permission was granted.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Location and Existing Plan	01A
Proposed Site Plan	02BRev E
RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A

Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
HT2 – 2B – Affordable – Plans	27B
HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
HT9A – 4B – Open Market – Elevations	42RevC
HT9B – 4B – Open Market – Plans	43B
HT9B – 4B – Open Market – Elevations	44B
HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
HT10 – 4B – Open Market – Plans	47B
HT10 – 4B – Open Market – Elevations	48B
HT11 – 4B – Open Market – Plans	49B
HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
HT12 – 4B – Open Market – Elevations	54B
HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C
Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A

Reason: - To ensure provision of a satisfactory development.

3 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.
Reason: To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

4 Construction of the development hereby permitted shall not commence on each phase until plans and particulars specifying the finished levels (above ordnance datum) of both the ground floors of the proposed buildings and the surrounding ground levels in relation to existing ground levels for that phase have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that site levels are adequately addressed in the interests of the character and amenity of the area and of neighbours having due regard to policies CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

5 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason: To ensure the trees are not adversely affected by the construction of the development and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period.
The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason: To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policies DM8, DM10, and CS20 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

7 Construction of the building(s) hereby permitted shall not commence until a specification of the types and colours of all external roofing and external facing materials, including the provision of sample panels of the external facing materials and colour of mortar to be used for the construction of the same, has been submitted to and approved in writing by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 of Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

8 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed infull accordance with that specification.
Reason: In the interests of the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

9 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, speciesand planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

10 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason: To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

11 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason: To safeguard the amenity of the locality and having due regard to policy CS16 of the Havant Borough Core Strategy 2011 which forms part of the Local

Development Framework and National Planning Policy Framework, March 2012

12 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

13 No development hereby permitted shall commence until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewers proposed to serve the same, and details of any other proposed ancillary drainage works/plant including works to address runoff from Bartons Road(e.g. pumping stations) have been submitted to and approved in writing by the Local Planning Authority. Unless agreed otherwise in writing by the Local Planning Authority, the development hereby permitted shall not be brought into use prior to the completion of the implementation of all such drainage provision in full accordance with such plans and particulars as are thus approved by the Authority.
Reason: To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regard to policies and proposals CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

14 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- Following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason: To safeguard the potential archaeological interest of the site and having due regard to policies CS11, DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

15 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason: To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

16 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason: In the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012

17 Prior to the occupation of the development a Post Construction Certificate shall be

submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that the development is carried out in accordance with policy CS14 of the Havant Borough Local

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

19 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

20 The development hereby permitted shall not commence until a phasing plan for off site highway works including the provision of a footway/cycleway on the north side of Bartons Road and improvements to the pedestrian crossing has been submitted to and approved in writing by the Local Planning Authority., In order to construct these works the developer shall enter into a Section 278 agreement with the Highways Authority and prior to the occupation of any dwellings, all of these works shall be completed, in full accordance with such plans, particulars and programme as have been approved in writing by the Planning Authority and the Highway Authority
Reason: To ensure that the required highway improvements are provided and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) Also to ensure the safety of cyclists and pedestrians and having due regard to policy CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

21 No burning of materials shall take place anywhere on the development site, throughout the period of site clearance and development.
Reason: To protect the health of trees to be retained in the interests of amenity and having due regard to policies CS11.4 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

22 Before first occupation post validation testing shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

23 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not

necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extent, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.

Reason: To provide ecological protection and enhancement in accordance with policy CS11 and DM8 of the Havant Borough Local Plan (Core Strategy) 201, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981, and NERC Act 2006.

24

- Prior to the commencement of any specific phase of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a scheme to deal with the risks associated with the possible contamination shall be submitted to and approved in writing by the Local Planning Authority. That scheme shall include all of the following elements unless specifically excluded, in writing, by the Local Planning Authority.

1. A desk study &/or site walkover survey identifying:
   - All previous uses,
   - potential contaminants associated with those uses,
   - a conceptual model of the site indicating sources, pathways and receptors, and;
   - a summary of potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme based on (1), to provide sufficient information for an appropriate assessment of the risks to all receptors that may be affected, including those off site.

3. The results of the site investigation and risk assessment (2) and if appropriate, an options appraisal and remediation strategy based on these results giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete, identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

All elements shall be adhered to unless agreed in writing by the Local Planning Authority.

Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

25 "If, during development, contamination not previously identified on site is found to be present, no further development (unless otherwise agreed in writing by the Local Planning Authority) shall be undertaken until a report has been submitted to and approved by the Local Planning Authority that details how that contamination is to be dealt with. Unless otherwise agreed in writing with the Local Planning

Authority, all works outlined in the submitted report shall be adhered to."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

26 'No occupation of any part of the permitted development shall take place until a verification report has been submitted to and approved in writing by the Local Planning Authority.
The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan, and must demonstrate that site remediation criteria have been met. It shall also include any plan identified as being necessary for longer-term monitoring of pollutant linkages (a "long-term monitoring and maintenance plan"), including provision for maintenance and contingency action. The long-term monitoring and maintenance plan shall be implemented as approved."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

Other Important Information:

(1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6571.

(2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See www.planningportal.gov.uk/pcs.

(3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Plaza or by telephoning 023 9244 6015.

(4) In accordance with paragraphs 186 and 187 of the NPPF Havant Borough Council (HBC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice,
- You were updated about issues after the initial site visit,

(5) You are advised that consent may be required from Southern Water to build in the vicinity of a public sewer. if you are in any doubt or need further information about obtaining this consent, you should contact Southern Water on 0845 2780845.

(6) **1) The applicant is required to set up on site facilities for:-**
i) wheel washing
ii) measures to control the emission of dust and dirt during construction
iii) measures to control noise and vibration during construction
iv) a scheme for recycling/disposing of waste resulting from demolition and construction works.

(7) **Lorry/HGV routing** should avoid North Street /railway bridge in Emsworth

(8) **Hours of work**: demolition, clearance, excavation, road or construction works should take place only between 0800hrs and 1800hrs on Mondays to Saturdays and not at all on Sundays and all recognised public holidays

Julia Potter

Dated 25th February 2015

DENISE ANN TILLER

and

RONALD ALAN KING AND JAYNE KING

and

SHIRLEY ANN KING

and

MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE

and

LINDEN LIMITED

and

HAVANT BOROUGH COUNCIL

and

EAST HAMPSHIRE DISTRICT COUNCIL

and

THE BANK OF SCOTLAND

and

LLOYD BANK PLC

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to

Land north of Bartons Road, Havant, Hampshire

Planning Application References: APP/13/00266 and 54840/001

DAC Beachcroft LLP
100 Fetter Lane London EC4A 1BN UK
tel: +44 (0) 20 7242 1011 fax: +44 (0) 20 7831 6630
DX 45 London
Ref: KALY/LIN545-0981686

THIS DEED is made the 25th day of February 2015

BETWEEN

(1) **DENISE ANN TILLER** of 1 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the First Owner")

(2) **RONALD ALAN KING and JAYNE KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Second Owner")

(3) **SHIRLEY ANN KING** of 2 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Third Owner")

(4) **MICHAEL JOHN BRAMBLE AND JULIE CAROL BRAMBLE** of 4 Eastleigh Cottage, Bartons Road, Havant, Hampshire PO9 5NA ("the Fourth Owner")

(5) **LINDEN LIMITED** (Company Registration Number 01108676) of Try House, Cowley Business Park, Uxbridge , Middlesex UB8 2AL ("the Developer"); and

(6) **HAVANT BOROUGH COUNCIL** of Public Service Plaza, Civic Centre, Havant Hampshire PO9 2AX ("HBC")

(7) **EAST HAMPSHIRE DISTRICT COUNCIL** of Penns Place, Petersfield, Hampshire GU31 4EX ("EDHC")

(8) **LLOYDS BANK PLC** (Company Registration Number 2065) of Registrations Secured Assets, Barnet way, Gloucester, Gloucestershire GL43RL ("the First Mortgagee")

(9) **THE BANK OF SCOTLAND** (Scottish Registration Number SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS ("the Second Mortgagee")

RECITALS

A. This Deed contains planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) and all other powers enabling the parties hereto

B. The First Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP167394

C. The Second Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number HP474931 subject to the First Charge

D. The Third Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH9838

E. The Fourth Owner is the freehold owner of that part of the Land which is registered at the Land Registry under Title Number SH33030 subject to the Second Charge

F. The Developer has the benefit of an Option Agreement dated 21 December 2012 to acquire the Land from the Owners

G. HBC and EDHC are the Local Planning Authorities for the purposes of Part III of the Act for the area in which the part of the Land edged red on the Location Plan is situated and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited

H. The First Mortgagee has the benefit of the First Charge and consents to the Second Owner entering into this Deed

I. The Second Mortgagee has the benefit of the Second Charge and consents to the Fourth Owner entering into this Deed

J. The Developer has submitted the Applications to the HBC (in respect of the HBC Site) and EHDC (in respect of the EHDC Site)

K. HBC resolved on 18 December 2014 to grant the HBC Planning Permission in respect of the HBC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

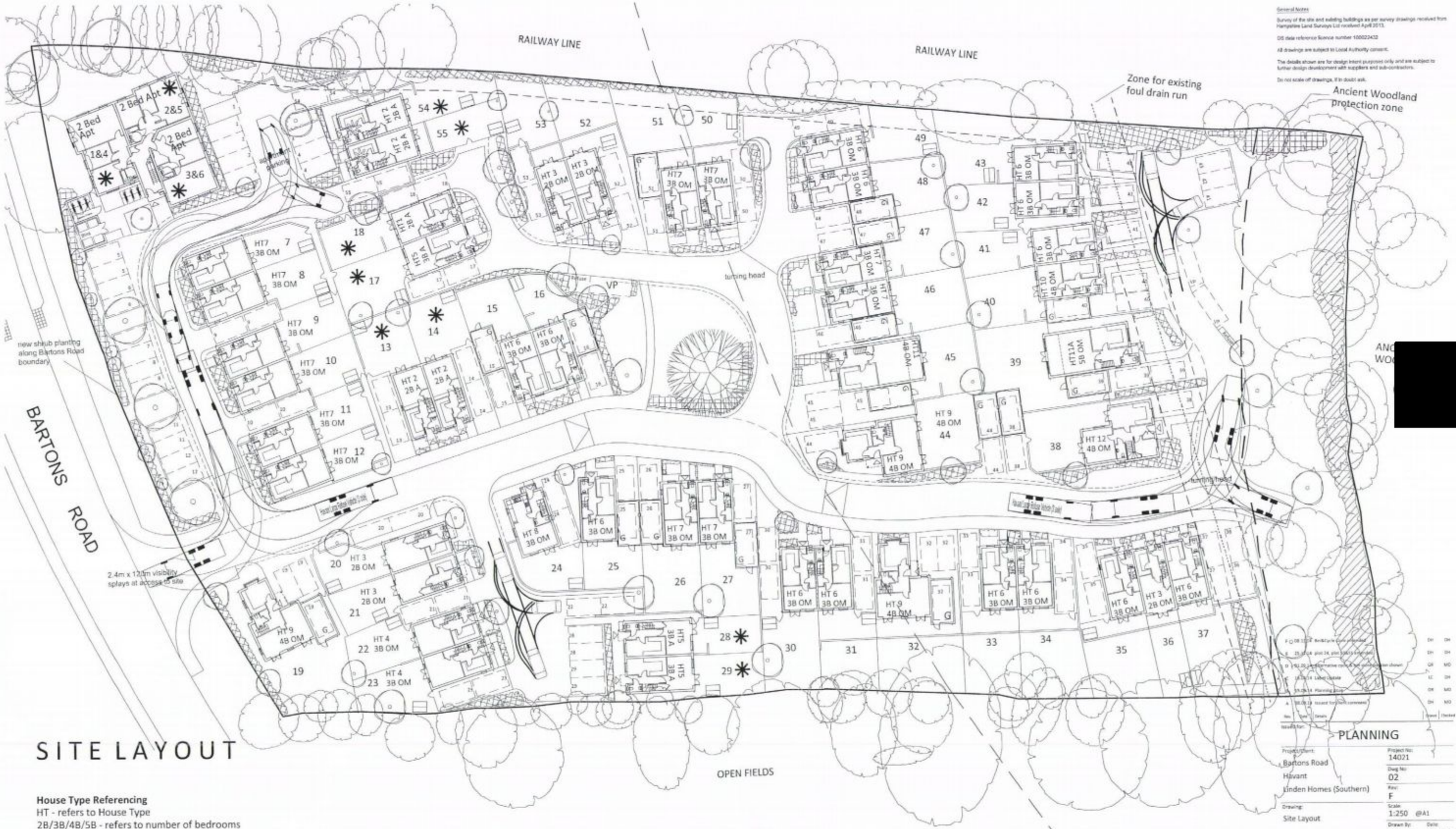
L. EHDC resolved on 8 January 2015 to grant the EDHC Planning Permission in respect of the EHDC Site subject to the prior completion of this Deed to secure the planning obligations contained herein

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

"the Act"	means the Town and Country Planning Act 1990 as amended inter alia by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004
"Affordable Housing	means affordable housing as defined by the NPPF and provided to Eligible Persons whose needs are not met by the open market
"Affordable Housing Contribution"	means the sum of ONE HUNDRED AND FIFTY THREE THOUSAND NINE HUNDRED POUNDS(£153,900) Index Linked to be applied by EHDC towards the provision of Affordable Housing in the Rowlands Castle Parish subject to the provisions of paragraph 6 of the Seventh Schedule hereto
"Affordable Housing Funding"	means one or more of the following funding sources: a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency or any other such other funding initiatives b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available c) funding from a Registered Provider in anticipation of a grant

	allocation or other funding source
"Affordable Housing Land"	means that part of the Land shown as Plots 1-6(inclusive), 13, 14, 17, 18, 28, 29 , 54 and 55 and for identification purposes only shown marked with an asterisk on the attached Block Plan
"Affordable Housing Units"	means the 14 Dwellings to be provided as Affordable Housing on the Affordable Housing Land under the terms of this Deed
"Affordable Rent"	means rent which is set at no more than 80% of the gross Local Market Rent(including service charge where applicable) as defined in the NPPF PROVIDED ALWAYS that at the time of each letting the rents would not exceed the Local Housing Allowance rates or 45% of the Universal Credit Benefit Cap whichever is the lower, unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency and "Affordable Rents" and "Affordable Rented Units" shall be construed accordingly.
"the Applications"	means the applications for full planning permission for the Development of the Land registered under application number APP/14/00863 by HBC and under application number 54840/001 by EHDC
"the Block Plan"	means plan annexed hereto and marked "The Block Plan" ref14021/02 rev F dated 08.08.14
"Commencement"	means the date on which the Development commences by the carrying out on the Land pursuant to the Planning Permissions of a material operation within the meaning of section 56(4) of the 1990 Act save that for the purposes of this Deed only, the following activities shall not be a material operation: • site clearance works; • site investigations or surveys (including archaeological



General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013.

OS data reference licence number 100022432

All drawings are subject to Local Authority consent.

The details shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

Do not scale off drawings. If in doubt ask.

SITE LAYOUT

House Type Referencing
HT - refers to House Type
2B/3B/4B/5B - refers to number of bedrooms
OM - refers to Open Market
A - refers to Affordable Units

For extent of root protection areas refer to drawing number 14021/05
For highways access and visibility refer to Highway Consultants drawings (see Design and Access Statement).

Plots without garage to have 1.8 x 1.2 sheds - refer to dwgs no 14021/62A

Scale 1:250

PLANNING

Project/Client: Bartons Road, Havant, Linden Homes (Southern)
Project No: 14021
Dwg No: 02
Rev: F
Drawing: Site Layout
Scale: 1:250 @A1
Drawn By: DH Date: 08.08.14
Checked By: MD Date: 08.08.14

BrightSpace architects

15 Glasshouse Studios, Fryern Court Road, Fordingbridge Hampshire, SP6 1QX T: (01425) 655806/653639

BLOCK PLAN

works or assessment of ground conditions);

- site decontamination or other remedial works in respect of adverse ground conditions;
- erection of any hoarding and any temporary means of enclosure
- erection of a construction works compound and associated storage
- construction of an access for the purposes of carrying out the construction works;
- the temporary display of site notices or advertisements;
- works for the provision of drainage or other utility services to prepare the Land for development;
- erection of tree protection measures and associated tree surgery works;
- the provision of contractors' officers and accommodation

and "Commence" and "Commenced" shall be construed accordingly

"Common Parts"	means the parts of the Land which do not comprise a Dwelling or the curtilage of a Dwelling and shall without prejudice to the generality thereof include the roads, visitor parking spaces communal parking areas, footways, footpaths and landscaped areas and drainage and acoustic fences in the Common Parts thereof
"Community Facilities Contribution "	means the sum of THREE THOUSAND FOUR HUNDRED POUNDS(£3,400) Index Linked to be applied by EHDC towards the provision of sports and built leisure projects within the District of East Hampshire
"The Council"	means either EHDC and HBC jointly for a Land wide obligation or the Council within whose administrative area the relevant obligations is applicable.

"County Council"	means Hampshire County Council, The Castle, Winchester, Hampshire. SO23 8UJ
"Default Interest Rate"	means 4% per annum above the Base Rate. Base Rate being the base rate from time to time of Nat West Bank plc
"the Development"	means the demolition of the existing buildings on the Land and the erection of 55 Dwellings comprising 6No. 2 bed flats; 9 No. 2bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328.
"Dwelling"	means any residential dwelling built pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Education Contribution"	means the sum of TWO HUNDRED AND SEVENTY EIGHT THOUSAND ONE HUNDRED AND THIRTY FIVE POUNDS (£278,135) Index Linked to be applied by the County Council towards the provision of primary education facilities in the Borough of Havant and the District of East Hampshire
"EHDC Site"	means that part of the Land shown coloured pink on the Location Plan
"EHDC Planning Permission"	means the full planning permission to be granted pursuant application number 54840/001
"Eligible Person"	means persons who are unable to afford housing accommodation on the open market (whether by renting or by purchasing) within the administrative areas of HBC and EHDC and who are on those registers retained or referred to by HBC and EHDC from time to time in the discharge of its housing function and the expression "Eligible Persons" shall be construed accordingly
"Employment and Skills Plan"	means a scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs

	generated, in a form as set out in the Sixth Schedule to the reasonable satisfaction of HBC
"First Charge"	means the registered charge dated 23 August 2005
"Framework Residential Travel Plan"	means the approved framework travel plan document
"HBC Planning Permission"	means the full planning permission to be granted pursuant to application number APP/14/00863
"HBC Site"	means that part of the Land shown coloured blue on the Location Plan
Help to Buy Agency"	means the body nominated by the Homes and Communities Agency to be responsible for low cost home ownership nominations within the administrative area 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
"Homes and Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of Affordable Housing within the administrative areas of HBC and EHDC by any Registered Provider or if such body ceases to exist or is superceded the equivalent body
"Index Linked"	means increased in accordance with the following formula such indexation shall only be applied in circumstances where the Retail Prices Index (All Items)(RPI) at the date of payment stands at a higher level than it did at 25th February 2015 The amount payable = the payments specified in the First Schedule x (A/B) where: A= the figure for the Retail Prices Index (All

	Items) that applied immediately preceding the Payment Date. B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.
"Interest in Default"	means interest at the rate of 4% above the base lending rate of the National Westminster Bank PLC from time to time in force
"the Land"	means the land north of Bartons Road, Havant and which for the purposes of identification only is shown edged with a red line on the Location Plan
"the Location Plan"	means drawing number 14021-01 Rev A annexed hereto
"Management Company"	means a company or other body to be charged with the management of the Common Parts and the Open Space in accordance with the Third Schedule
"Monitoring Fee"	means the sum of FIVE THOUSAND POUNDS (£5,000) being a fee (and to be applied at such time and in such manner as HBC shall in its absolute discretion determine) used towards the costs to be incurred by the HBC in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds
"NPPF"	means the National Planning Policy Framework Policy published in March 2012
"Occupation"	means the first beneficial residential occupation of a Dwelling which shall be the date upon which Council Tax becomes payable for that Dwelling or when the Owners first Transfer that Dwelling (whichever is the earlier) but excluding occupation for the purposes of fitting out or marketing and "Occupy" and "Occupied" shall be construed accordingly

General Notes

Survey of the site and existing buildings as per survey drawings received from Hampshire Land Surveys Ltd received April 2013.

OS docs reference licence number 100032432 received July 2014,valid for 12 months only.

All drawings are subject to Local Authority consent.

The scale shown are for design intent purposes only and are subject to further design development with suppliers and sub-contractors.

Do not scale off drawings, if in doubt ask.



01 Location plan
01 scale - 1:1250



02 Existing Site Block Plan
01 scale - 1:500

[redacted]

Scale 1:500

Scale 1:1250

PLANNING

Project/Client: Bartons Road, Havant, Linden Homes (Southern)	Project No: 14021
	Dwg No: 01
	Rev: A
Drawing: Location & Existing Site Plan	Scale: Varies @A1
	Drawn By: GR Date: 15.08.14
	Checked By: MD Date: 15.08.14

BrightSpace architects
15 Glasshouse Studios, Fryern Court Road, Fordingbridge
Hampshire, SP6 1QX T: (01425) 655805/655639

"Open Space "	means those areas of the Land to be provided and laid out by the Owners for use as open space in locations to be agreed with the HBC and EHDC
"Owners"	means together the First Owner, the Second Owner, the Third Owner and the Fourth Owner and their respective successors in title
"Planning Permissions"	means the HBC Planning Permission and the EHDC Planning Permission together
"Private Dwelling"	means the 41 Dwellings available for sale on the open market and which are not designated as Affordable Housing
"Public Open Space Contribution"	means the sum of EIGHTEEN THOUSAND SIX HUNDRED AND EIGHTY FOUR POUNDS(£18,684) Index Linked to be applied by EHDC towards the costs of providing additional public open spaces areas or improving existing public open spaces in the district of East Hampshire
"Registered Provider"	means any body or organisation that is permitted by law and whose main function or aim is to provide and/or manage Affordable Housing including a housing association or housing company or trust registered as a provider with the Homes and Communities Agency or its successor or an alternative provider of Affordable Housing or any company or other body approved by the Homes and Communities Agency for receipt of Social Housing Grant in each case nominated by the Owners and approved in writing by HBC and EHDC
"Relevant Interest"	means a legal interest in the Land pursuant to the Option Agreement dated 21 December 2012 between the Owners and the Developer or otherwise acquiring a legal interest in the Land which would be sufficient to mean that it was bound by the terms of this Deed had it not been entered into

"Residential Travel Plan"	means a travel plan for the Land prepared in accordance with the approved Framework Residential Travel Plan and the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009" or amendment replacement or variation thereof
"Residential Travel Plan Approval Fee"	means the sum of TWO HUNDRED AND FIFTY POUNDS (£250) payable to the County Council for the assessment of the Residential Travel Plan by the Council
"Residential Travel Plan Monitoring Fee"	means the sum of ONE THOUSAND POUNDS (£1,000) payable on instalments over 4 years to the costs incurred by the Council in monitoring and evaluating submitted travel plan reports, £250 to be paid prior to Occupation of the Development and then in 3 further instalments of £250 once yearly payments to be made on the 1st April each year
"Second Charge"	means the registered charge dated 13 July 2011
"Shared Ownership"	means a lease or sub lease under which an Affordable Housing Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of a mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit and pays a rental element if required by the Registered Provider and "Shared Ownerships Unit(s)" shall be construed accordingly
"Solent Ecological Mitigation Contribution"	means the sum of NINE THOUSAND FOUR HUNDRED AND SIXTY POUNDS (£9,460) being a contribution to be applied by the County Council in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.

2. **INTERPRETATION**

2.1 In this Deed:

2.1.1 Words importing the masculine gender include the feminine and vice versa

2.1.2 Words importing the singular include the plural and vice versa

2.1.3 Words importing persons include companies and corporations and vice versa

2.2 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 severally

2.3 Any reference to a clause or schedule or plan is to one in or attached to this Deed

2.4 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment or replacement of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it

2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of EHDC and HBC any successor to their statutory functions

2.6 Save as expressly provided by this Deed obligations given by any of the parties shall attach to the Land and each and every part of it and shall bind their successors in title and assignees or any persons claiming by under or through them

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers

3.2 The covenants set out in the First Schedule Second Schedule Third Schedule the Fourth Schedule and the Fifth Schedule are planning obligations for the purposes of Section 106 of the Act and shall be enforceable by HBC and EHDC

4. CONDITIONALITY

4.1 With the exception of clauses 1, 2, 3, 4, 5, 6, 7, 8 9 and 10 (which shall come into effect on the date hereof) this Deed shall come into effect upon the grant of Planning Permission and the Commencement of Development

5. GENERAL PROVISIONS

5.1 The planning obligations in this Deed are enforceable by EHDC and HBC as the local planning authorities for the area in which the Land is situated

5.2 This Deed shall run with the Land and shall bind the Owners and their successors in title and assigns PROVIDED THAT the planning obligations contained herein shall not be binding upon any individual owners or occupiers of Dwellings or their mortgagees or upon any statutory undertaker where it has taken an interest in the Land solely for the purpose of its statutory undertaking including apparatus

5.3 No party shall be liable for breach of a covenant contained in this Deed after it shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.4 The obligations in this deed shall cease to have effect if before the Development is commenced, the Planning Permission:

(a) expires;

(b) is varied or revoked other than at the request of the Owners or

(c) is quashed following a successful legal challenge.

5.5 Nothing in this Deed shall be construed as restricting the exercise by HBC and EHDC of any powers exercisable by it under the Act or under any other Act PROVIDED ALWAYS that this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission in respect of the Land which may be or has been at any time issued by EHDC or HBC or any other appropriate person or authority pursuant to the provisions of that Act or any statutory amendment or re-enactment thereof

5.6 The terms and conditions of this Deed shall be capable of being varied by a supplemental deed executed by the parties hereto

5.7 No waiver (whether express or implied) by either HBC or EHDC of any breach or default in performing or observing any of the obligations terms or conditions of the Deed shall constitute a continuing waiver and no such waiver shall prevent either council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default

5.8 None of the provisions of this Deed are intended to operate so as to confer a benefit (pursuant to the Contract (Rights of Third Parties) Act 1999) on any person who is not named as a party to this Deed

5.9 This Deed is a local land charge and shall be registered as such by HBC and EHDC

5.10 For the purpose of such parts of this Deed as may be subject to the rule against perpetuities the perpetuity period applicable to this Deed shall be one hundred and twenty five years from the date hereof

5.11 All approvals certificates consents agreement satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Owners and given by the HBC or EHDC or their officers in accordance with this Deed shall be in addition to any other approvals consents agreement or confirmations that may be required by the Act or by any other statute or regulation (together with all determinations as to whether for the purpose of this Deed dwellings have been occupied and/or completed) and shall not be unreasonably withheld or delayed

5.12 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is to be unaffected and the same shall remain in full force and effect

5.13 On the date hereof the Developer shall pay to EHDC and HBC that reasonable legal costs relating to the negotiation, preparation and completion of this Deed

5.14 Any notice to HBC or EHDC under this Deed shall be deemed to be sufficiently served if delivered personally or sent by pre-paid first class recorded delivery post to the relevant council at the address specified in this Deed

5.15 If any contribution due to be paid under the terms of this Deed shall remain unpaid after the same has become due then Interest in Default from the date when any contribution became due until the date of payment thereof shall be paid

6. THE OWNERS' AND THE DEVELOPER'S COVENANTS

6.1 The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) covenant with EHDC and HBC as set out in the First Schedule the Second Schedule the Third Schedule the Fourth Schedule the Fifth Schedule and the Sixth Schedule of this Deed

7. DISPUTES

7.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed including questions of value and any question of reasonableness the same shall be referred to an independent person (the "Specialist") for determination in accordance with the following provisions:

7.1.1 the Specialist shall have at least 10 years post qualification experience in the subject matter of the dispute;

7.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;

7.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors; and

7.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the

direction of the President for the time being of the Royal Town Planning Institute

PROVIDED THAT the parties may otherwise agree an alternative Specialist appropriate to the nature of the dispute

7.2 Unless otherwise agreed by the parties to the dispute the Specialist is to act as an independent expert and:

7.2.1 each party may make written representations within 21 Working Days of the appointment of the Specialist and will copy the written representations to the other party;

7.2.2 each party is to have a further 14 Working Days to make written comments on the other's representations and will copy the written comments to the other party

7.3 The Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as her may reasonably require;

7.4 The Specialist is not to take oral representations from the parties without giving the parties the opportunity to be present and to give evidence and to cross examine each other;

7.5 The Specialist is to have regard to all representations and evidence before him when making his decision which is to be in writing and is to give reasons for his decision

7.6 Responsibility for the reasonably incurred costs of referring a dispute to a Specialist under this clause 7 including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist

7.7 The provisions of this clause shall not affect the ability of either HBC or EHDC to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

8. **NO FETTER OF DISCRETION**

8.1 Nothing (contained or implied) in this deed shall fetter or restrict EHDC's or HBC's statutory rights, powers, discretions and responsibilities.

9. **MORTGAGEES' CONSENTS**

9.1 The Second Owner hereby agrees to indemnify and keep indemnified the First Mortgagee from and against all actions costs claims and demands of whatsoever nature arising out of any breach or non-compliance of the terms of this Deed .

9.2 The First Mortgagee consents to this Deed and acknowledges that the Deed binds the Land and the First Mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach

9.3 THE FOURTH OWNER HEREBY AGREES TO INDEMNIFY AND KEEP INDEMNIFIED THE SECOND MORTGAGEE FROM AND AGAINST ALL ACTIONS COSTS CLAIMS AND DEMANDS OF WHATSOEVER NATURE ARISING OUT OF ANY BREACH OR NON-COMPLIANCE OF THE TERMS OF THIS DEED ~~The Second Mortgagee hereby consents to the Fourth Owner entering this Deed and acknowledges that its interest in the Land shall be bound by the obligations contained in this Deed PROVIDED THAT the Second Mortgagee (and any successor in title or any other mortgagee) shall otherwise have no liability under this Deed unless it becomes a mortgagee in possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Fourth Owner~~

9.4 THE SECOND MORTGAGEE CONSENTS TO THIS DEED AND ACKNOWLEDGES THAT THE DEED BINDS THE LAND AND THE SECOND MORTGAGEE SHALL ONLY BE LIABLE FOR A BREACH OF THE AGREEMENT THAT IT HAS ITSELF CAUSED WHILST MORTGAGEE IN POSSESSION BUT SHALL NOT BE LIABLE FOR ANY PRE-EXISTING BREACH.

10. **MISCELLANEOUS**

10.1 This Deed is executed in any number of counterparts, each of which when executed and dated shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document

EXECUTED as a **DEED** by
[ ]
as attorney for **LINDEN LIMITED**
in the presence of:

.....
[ ]
As attorney for Linden Limited

Signature of witness .....

Name of witness .....

Address of witness .....

.....

EXECUTED as a **DEED** by
[ ]
as attorney for **LINDEN LIMITED**
in the presence of:

.....
[ ]
As attorney for Linden Limited

Signature of witness .....

Name of witness .....

Address of witness .....

.....

Executed as a Deed
by affixing the Common Seal of
The COUNCIL OF THE BOROUGH OF HAVANT
in the presence of

Authorised signatory

Executed as a Deed
by affixing the Common Seal of
EAST HAMPSHIRE DISTRICT COUNCIL
in the presence of

[redacted]

Authorised signatory

[redacted]

EXECUTED AS A DEED
AS AN ATTORNEY FOR
BANK OF SCOTLAND P
IN THE PRESENCE OF
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **THE BANK**)
OF SCOTLAND as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of The Bank of
Scotland

In the presence of :

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

In witness hereof this document which)
is intended to take effect as a Deed has been duly)
executed by a duly authorised official of the **LLOYDS BANK**)
PLC as Attorney of the Bank the day and year)
first above written)

Signed and delivered as a Deed by)
) Attorney of Lloyds Bank Plc

In the presence of :

[redacted]

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

Address: .....

Occupation: .....

Executed as a Deed by)
SHIRLEY ANN KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
MICHAEL JOHN BRAMBLE)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
JULIE CAROL BRAMBLE)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
MALCOLM PURDUE)
As attorney for
DENISE ANN TILLER

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
RONALD ALAN KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

Executed as a Deed by)
JAYNE KING)

In the presence of:

Name of Witness:

Signature of Witness:

Address:

Occupation:

FIRST SCHEDULE

FINANCIAL CONTRIBUTIONS

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:-

1. Prior to Commencement of Development to pay the following financial contributions to HBC :

   1.1 the Monitoring Fee

   1.2 50% of the Solent Ecological Mitigation Contribution

   1.3 50% of the Education Contribution

   1.4 50% of the Public Open Space Contribution

   1.5 50% of the Community Facilities Contribution

2. Prior to Occupation of any Private Dwelling constructed as part of the Development to pay the following financial contribution to EHDC:

   2.1 50% of the Affordable Housing Contribution

3. Prior to Occupation of more than 10 Dwellings constructed on the EHDC Land to pay the following financial contribution to EHDC:

   3.1 the remaining 50% of the Affordable Housing Contribution

4. Prior to Occupation of more than 35 Dwellings constructed as part of the Development to pay the following financial contributions to HBC:

   4.1 the remaining 50% of the Solent Ecological Mitigation Contribution

   4.2 the remaining 50% of the Education Contribution

   4.4 the remaining 50% of the Public Open Space Contribution

   4.5 the remaining 50% of the Community Facilities Contribution

SECOND SCHEDULE

RESIDENTIAL TRAVEL PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to first occupation of the dwellings to prepare and submit a draft Residential Travel Plan to the Council for approval consistent with the Hampshire County Councils guidance "A Guide to Development Related Travel Plans" dated January 2009 (or amendment replacement or variation thereof) together with the Residential Travel Plan Approval Fee.

2. Not to Occupy the Development unless and until the Residential Travel Plan has been approved in writing by the Council (such approval not to be unreasonably delayed or withheld).

3. Not to amend the Residential Travel Plan without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed).

4. Not to use the Development otherwise than in accordance with the approved Residential Travel Plan (including any approved amendments to them).

5. Not to Occupy the Development unless and until the first instalment of the Residential Travel Plan Monitoring Fee (£250) has been paid to the Council and there from the remaining four annual instalments of £250 shall be paid on the 1st April in each year.

THIRD SCHEDULE

MANAGEMENT COMPANY

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of Development to supply to the Solicitor to the Council for written approval by HBC (such approval not to be unreasonably withheld or delayed):-

   1.1 a draft memorandum and articles of association for the Company for the purpose of managing, maintaining (including sweeping, scavenging, repair and replacement of street lighting) and cleansing of the Common Parts and the Open Space. Such draft memorandum and articles of association are to provide until their adoption for the management arrangements for any new roads and footpaths to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority

   1.2 proposals for arrangements to secure the future maintenance of the Common Parts and the Open Space by the Company (which may include a transfer of the Common Parts and Open Space to the Company or the granting of a long lease of the Common Parts and the Open Space by the Owners in favour of the Company) so as to ensure that the Common Parts and the Open Space are properly maintained, such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts and the Open Space and the management arrangements (until their adoption) for any new roads and footpaths and parking spaces to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the relevant highway authority shall be met (by residents of the Development or otherwise).

2. Any submission of documents or details to HBC pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this Deed, and the paragraph under which approval is sought., together with a statement of the one month date by which deemed approval may apply under Paragraph 3 below

3. HBC shall give notice to the Owners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owners under Paragraphs 1.1 and 1.2 above within one month of receipt of such details and in the event that HBC fails to give such notice the details as submitted shall be deemed to have been approved (provided the Owners has supplied the details fully in accordance with the provisions of this Schedule)

4. Forthwith after the approval by HBC of the proposed memorandum and articles of association the Owners shall take all necessary steps to secure the formation and registration of the Company at Companies House and to notify HBC accordingly within seven days of the completion of the registration of the Company

5. The Owners shall repair and maintain or shall procure the repair and maintenance of the Common Parts, the Open Space including (until their adoption) the new roads and footpaths and the parking spaces to the reasonable satisfaction of HBC:-

   5.1 until such time as the Company is registered and the maintenance arrangements approved by HBC have been completed and the relevant areas transferred to the Company and all Dwellings on the Land have been sold or leased; or

   5.2 in the event of the Company at any time failing to maintain the Common Parts and the Open Space to the reasonable satisfaction of HBC.

6. The Owners may submit to HBC for its written approval alternative proposals for the management and maintenance of the Common Parts and the Open Space (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 1, 2, 3, 4 and 5 of this Schedule shall apply to the extent that the Owners shall remain responsible for the management and maintenance of the Common Parts and the Open Space without prejudice to the generality of paragraph 5.2 above until such alternative arrangements (as approved by HBC) have been fully implemented.

FOURTH SCHEDULE

EMPLOYMENT AND SKILLS PLAN

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. Prior to Commencement of the Development to submit to HBC for written approval the Employment and Skills Plan for the construction phase of the Development (such approval not to be unreasonably delayed or withheld)and unless otherwise agreed in writing by HBC not to Commence the Development or permit Commencement until an Employment and Skills Plan has been approved by HBC.

2 The Employment and Skills Plan for the construction phase of the development shall include arrangements setting out how the Owners and to the extent they are not the same person any developer or occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:

2.1 Jobcentre Plus and the Skills Funding Agency; and

2.2 Voluntary and private sectors providers; and

2.3 Sixth form colleges; colleges of further education; and

2.4 Universities

3 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owners any developer and their contractors, for any new jobs and business opportunities created during the construction of the Development.

4 Following approval of the Employment and Skills Plan by HBC the Owners will implement and where necessary procure implementation and promote the objectives of the approved plan and ensure that so far as is

reasonably practicable the objectives of the approved plan are met.

5 As part of the Employment and Skills Plan the Owners may be required to provide financial contributions to HBC to cover specific costs incurred by HBC in the implementation of the Employment and Skills Plan. The plan shall set out the matters on which expenditure may be incurred together with the timings for such expenditure and the trigger for these payments

FIFTH SCHEDULE

AFFORDABLE HOUSING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows unless otherwise agreed in writing:

1. To provide 14 Affordable Housing Units as Plots 1-6(inclusive, 13,14, 17,18, 28, 29, 54 and 55 as shown for identification purposes only marked with an asterisk on the Block Plan in the following mix and tenure:

    - 6 x 2 bed flats (Affordable Rented Units)
    - 5 x 2 bed houses (Affordable Rented Units)
    - 3 x 3 bed houses (Shared Ownership Units)

2. All Affordable Housing Units on the Land will be integrated and compatible with the design of the Private Units.

3. That no more than 50% of Dwellings shall be constructed prior to provision of 7 Affordable Housing Units and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Private Units to provide a mixed development

4. That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency's (or such other successor body's standards) Design and Quality Standards (2007) and Level 3 of the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by HBC (in respect of the Affordable Rented Units) or by EHDC (in respect of the Shared Ownership Units).

5. Variation of Percentage requirements following Viability Assessment
   HBC and EHDC may at any time agree with the Owners to vary any proportions specified in paragraph 1 if following a viability assessment undertaken by the Owners

relating to the proposed development pursuant to the Planning Permission at the request of the Owners such variation is required or agreed to be necessary.

6 No more than Seventeen (17) of the Private Units within the Development will be Occupied until the Affordable Housing Units have been constructed in accordance with the Planning Permissions and made ready for residential Occupation and written notification in relation to that has been given by the Owners to HBC and EHDC.

7. No Private Units within the Development will be Occupied until either:

(a) the Owners have entered into a binding contract or an agreement for lease with a Registered Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land to include the construction of the Affordable Housing Units (and have informed EHDC and HBC to whom the Affordable Housing Land has been transferred to) or

(b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider and written evidence of compliance in respect of the above has been supplied to EHDC and HBC to their reasonable satisfaction

8. The transfer to the Registered Provider of the Affordable Housing Land shall contain the following:

(a) a covenant not to use the Affordable Housing Units otherwise than for Affordable Housing. and

(b) a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership or Affordable Rent to the intent that all Affordable Rented Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and

(c) a covenant requiring the Registered Provider to enter into an agreement with HBC granting HBC the right to nominate 100 per cent of the occupiers of the Affordable Rented Units when initially let and all subsequent true voids, and

(d) a covenant that all Shared Ownership Units shall be offered for sale by the Help to Buy Agent .

9 The covenants set out in paragraph 8 above shall not be binding or enforceable against any purchaser who purchases from the Registered 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 purchaser's successors in title

10. Where the Owners intend to provide management services for the Affordable Housing Units in association with a Registered Provider they shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or a successor statutory body.

11. The Affordable Rented Units shall only be occupied by Eligible Persons.

12. In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by a Registered Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("the Chargee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations contained within this Schedule PROVIDED THAT the Chargee shall first follow the procedures set forth below:

(a) the Chargee shall give 'written notice' ("the Notice") to HBC and EHDC of its intention to exercise its powers of the sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the relevant council ("the Relevant Council") for an amount ("the Purchase Price") to be agreed or determined in accordance with paragraph 12 to this Schedule

(b) the Relevant Council shall notify the Chargee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Relevant Council may at the time of notifying the Chargee of its decision nominate a nominee ("the Nominee") in its place

(c) if pursuant to paragraph 12(b) above the Relevant Council shall accept the Offer or shall nominate a Nominee so to do then the Chargee and the

Relevant Council (or the Nominee as the case may be) shall use reasonable endeavours to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to persons on the Relevant Council's Housing Register and in default of agreement on the Purchase Price within two months of the Relevant Council's notification under paragraph 12(b) above the Purchase Price shall be determined by an Expert pursuant to the provisions of Clause 7 hereto

(d) any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price is agreed or determined by an Expert in accordance with the provisions of Clause 7 ("the Completion Period")

(e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:

- if the Relevant Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
- if the Relevant Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
- if either the Relevant Council or the Nominee shall at any time serve notice of intention to discontinue or
- if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be Completed within the Completion Period notwithstanding the readiness willingness and ability of the Chargee to complete the transfer

(f) Then in any of the above circumstances the Chargee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in this paragraph 12 which shall not be binding upon any purchaser from the Chargee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Chargee the Relevant Council shall expeditiously issue written confirmation that the restrictions in this paragraph 12(f) have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units

and the Relevant Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units

SIXTH SCHEDULE

PHASING

The Owners and the Developer (subject to the Developer acquiring a Relevant Interest in the Land) hereby covenant with EHDC and HBC as follows:

1. To construct the Development as a single phase or in accordance with a phasing plan to be submitted to and approved by EHDC and HBC prior to the Commencement of Development

SEVENTH SCHEDULE

THE COUNCILS' COVENANTS

HBC hereby covenants with the Owners as follows:

1. To pay the Community Facilities Contribution and the Public Open Space Contribution to EHDC within 10 working days of receiving such contribution from the Owners

2. To repay or to procure the repayment of any part of the Community Projects Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment of the relevant contribution.

3. To pay the Education Contribution and the Solent Ecological Mitigation Contribution to the County Council within 10 working days of receiving such contributions from the Owners

4. To use reasonable endeavours to procure the repayment of any part of the Education Contribution and the Solent Ecological Mitigation Contribution remaining unspent and any interest accrued at the expiry of 10 years from the date of payment of the Education Contribution to the County Council.

5. To use the Monitoring Fee solely for the purposes specified in this Deed

EHDC hereby covenants with the Owners as follows:

6. To use the Affordable Housing Contribution solely for the purposes specified in this Deed save that in the event that a suitable project cannot be identified in the Rowland Castle Parish within 3 years of receipt of the said contribution, the Owners hereby agree that EHDC may use the Affordable Housing Contribution instead towards the provision of affordable housing elsewhere in the administrative area of East Hampshire District Council

7. To repay any part of the Affordable Housing Contribution the Community Facilities Contribution or the Public Open Space Contribution remaining unspent together with any interest accrued at the expiry of 10 years from the date of payment.

APPENDIX 1

DRAFT EHDC PLANNING PERMISSION

DRAFT DRAFT DRAFT DRAFT DRAFT

For: Linden Ltd T/a Linden Homes Southern
WYG Planning & Design
The Loft
St Clair's Farm
Wickham Road
Droxford Southampton
SO32 3PW

TOWN & COUNTRY PLANNING ACT 1990 (as amended)
TOWN & COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

NOTICE OF 54840/001

Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space (17 units within East Hampshire District)
Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Site Address: Land North of Eastleigh House Cottages, Bartons Road, Havant (Rowlands Castle Parish)

The Planning Authority GRANTS Planning Permission in accordance with your application, plans and details submitted therewith, which was registered on 28 August, 2014, subject also to the following conditions:-

1 The development hereby permitted shall be begun **before the expiration of three years** from the date of this planning permission.
Reason - To comply with Section 91 of the Town and Country Planning Act 1990

2 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.

Reason - To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

3 No development shall start on site until plans of the site showing details of the existing and proposed ground levels, proposed finished floor levels, levels of any paths, drives, garages and parking areas and the proposed completed height of the development and any retaining walls have been submitted to and approved in writing by the Local Planning Authority. The details shall clearly identify the relationship of the proposed ground levels and proposed completed height with adjacent buildings. The development thereafter shall be carried out in accordance with the approved details.
Reason - To ensure that a satisfactory relationship results between the new development and adjacent buildings and public areas.

4 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason - To safeguard the existing trees and ensure the enhancement of the development, by the retention of natural features.

5 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period. The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason - To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 Notwithstanding any indication of materials that may have been given in the application or in the absence of such information, **no development shall start on site until** samples / details including manufacturers details of all the materials to be used for external facing and roofing have been submitted to and approved in writing by the Planning Authority. The development works

shall be carried out in accordance with the approved details.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

7 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in full accordance with that specification.
Reason - To ensure that the materials used in the construction of the approved development harmonise with the surroundings.

8 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason - To ensure the appearance of the development is satisfactory and having due regard to policy CP20 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

9 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason - To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework, March 2012.

10 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse

close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason - To safeguard the amenity of the locality and having due regard to policy CP31 of the East Hants Local Plan: Joint Core Strategy which forms part of the Local Development Plan and National Planning Policy Framework, March 2012.

11 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policy CP27 of the East Hants Local Plan: Joint Core Strategy and the National Planning Policy Framework 2012.

12 **No development shall start on site until** details of a scheme for foul and surface water drainage has been submitted to and approved in writing by the Planning Authority. Such details should include provision for all surface water drainage from parking areas and areas of hardstanding. The development shall be carried out in accordance with the approved details **before any part of the development is occupied** and shall be retained thereafter.
Reason - To ensure adequate provision for drainage.
Note: The applicant is requested to contact the Council's Drainage Consultant as soon as possible regarding the above condition.

13 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason - To safeguard the potential archaeological interest of the site.

14 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason - To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity.

15 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason - In the interests of highway safety.

16 **Before occupation of each unit,** a Post Construction Certificate shall be submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason - To ensure that the development is carried in a sustainable manner.

17 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason - In the interests of the character and amenities of the development.

19 **Before occupation of each unit,** post validation testing **for that unit** shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason - To safeguard the amenities of the locality and/or in the interests of traffic safety.

20 Prior to the commencement of development, the developer shall enter into a Section 278 agreement with the Highways Authority for the works required to connect the access roads to the existing highway to an adoptable standard. Any such works shall be fully completed prior to the occupation of any

dwellings.
Reason - To ensure the safety of cyclists and pedestrians.

21 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extend, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.
Reason - To provide ecological protection and enhancement in accordance with policy CP21 of the East Hampshire District Local Plan: Joint Core Strategy, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981 and NERC Act 2006.

22 The development hereby permitted shall be carried out in accordance with the following approved plans and particulars:

Application form
Design and Access Statement
Flood Risk
Energy Statement
Archaeology & Heritage Assessment
Foul Drainage Report
Extended Phase 1 Habitat survey
Utilities Statement
Planning Statement Visual Impact Assessment
Geo-Environmental Ground Investigation
Internal roof void and Endoscopic inspection of buildings
Noise and Vibration Assessment
Reptile Presence/Likely Absence Survey Report
Landscape Maintenance plan
Travel Plan Framework
Bat Survey Report
Summary of the Community Involvement
Arboricultural Impact Appraisal Method statement
Transport Assessment
Accommodation Schedule
Proposed site plan - 1:250 scale
Proposed Building Heights & Tenure

Location and Existing Plan	01A
Proposed Site Plan	02BRev E

RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A
Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
HT2 – 2B – Affordable – Plans	27B
HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
HT9A – 4B – Open Market – Elevations	42RevC
HT9B – 4B – Open Market – Plans	43B
HT9B – 4B – Open Market – Elevations	44B
HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
HT10 – 4B – Open Market – Plans	47B
HT10 – 4B – Open Market – Elevations	48B
HT11 – 4B – Open Market – Plans	49B
HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
HT12 – 4B – Open Market – Elevations	54B
HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C

Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A
Proposed and Existing Overlay	95

Reason - To ensure provision of a satisfactory development

Supplementary Information

These are advice notes to the applicant and are not part of the planning conditions.

In accordance with paragraphs 186 and 187 of the NPPF East Hampshire District Council (EHDC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

offering a pre-application advice service,

updating applications/agents of any issues that may arise in the processing of their application and where possible suggesting solutions, and,

by adhering to the requirements of the Planning Charter.

In this instance the applicant was updated of any issues after the initial site visit.

The hours of construction and demolition should be limited to 08.00 - 18.00 Mondays to Fridays, 08.00 - 13.00 Saturdays, and not at all Sundays or Bank Holidays, including site traffic and deliveries.

No bonfires should be permitted on site at any time during the demolition and construction and any waste should be suitably disposed of.

The applicant is advised that there may be a need to comply with the requirements of the Party Wall etc Act 1996 before starting works on site. The Act relates to work which involves:

- work on an existing wall shared with another property
- building on the boundary with a neighbouring property
- work involving excavating near a boundary

The Party Wall etc Act is not enforced or administered by the Council but you should understand your obligations to notify adjoining owners and be aware of the circumstances under which a dispute can arise. For further information on the Party Wall Act 1996 there is an explanatory booklet available at the Planning Portal: www.planningportal.gov.uk

The following Planning Policies were considered when making the above decision:-

<u>East Hampshire District Local Plan: Second Review</u>

CP1 - Presumption in favour of sustainable development
CP2 - Spatial Strategy
CP10 - Spatial strategy for housing
CP11 - Housing tenure, type and mix
CP13 - Affordable housing on residential development sites
CP18 - Provision of open space, sport and recreation and built facilities
CP19 - Development in the countryside
CP20 - Landscape
CP21 - Biodiversity
CP24 - Sustainable construction
CP25 - Flood Risk

CP27 - Pollution
CP28 - Green Infrastructure
CP31 - Transport

East Hampshire District Local Plan: Second Review (2006)
C6 - Tree Preservation
T3 - Pedestrians and Cyclists
HC2 - Provision offacilities and services with new Development
P7 - Contaminated Land
HE17 - Archaeological & Ancient Monuments

Building Regulations

This decision is not an approval under the Building Regulations. It is your responsibility to make any necessary applications. If in doubt, you are advised to contact the Council's Building Control Section on 01730 234207.

APPENDIX 2

DRAFT HBC PLANNING PERMISSION

draft copy

Havant BOROUGH COUNCIL

Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

T 023 9247 4174
F 023 9248 0263
DX 50005 Havant

www.havant.gov.uk

Mr J Heppell
WYG
First Floor
The Pavillion
Botleigh Grange Office Campus
Hedge End, Southampton
SO30 2AF

For: Linden Ltd T/A Linden Homes Southern

The Town and Country Planning (Development Management Procedure) (England) Order 2010
Grant of Planning Permission

Application Number: APP/14/00863
Site Address: Land north of Bartons Road, Havant
Proposal: Demolition of existing buildings and erection of 55 dwellings; comprising 6No. 2 bed flats; 9 No. 2 bed houses; 33No. 3 bed houses; 6No. 4 bed houses and 1No. 5 bed house; together with access, landscaping, car parking and open space. Felling of trees covered by TPO 1328. Joint application with Havant Borough Council and East Hampshire District Council, Havant Borough Council is the Lead Authority.

Further to your application received on 18 August 2014 which was valid from 28 August 2014 Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

(i) The plans and other documents submitted with regard to your application; and

(ii) The following conditions:

Conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date on which this planning permission was granted.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Location and Existing Plan	01A
Proposed Site Plan	02BRev E
RPA Plan	05A
Existing Buildings Plan	06A
Existing Section AA to DD	11A
Existing Section EE and FF	12A

Apartment Ground and First Floor Plans	20B
Apartment Rood Plan	21A
Apartment Block Elevations 1 of 2	22B
Apartment Block Elevations 2 of 2	23B
HT1 – 2B – Affordable – Plans	25B
HT1 – 2B – Affordable – Elevations	26B
HT2 – 2B – Affordable – Plans	27B
HT2 – 2B – Affordable – Elevations	28B
HT3 – 2B – Open Market – Plans	29BRev C
HT3 – 2B – Open Market – Elevations	30BRevC
HT4 – 3B – Open Market – Plans	31B
HT4 – 3B – Open Market – Elevations	32B
HT5 – 3B – Affordable – Plans	33B
HT5 – 3B – Affordable – Elevations	34B
HT6 – 3B – Open Market – Plans	35B
HT6 – 3B – Open Market – Elevations	36B
HT7 – 3B – Open Market – Plans	37Rev C
HT7 – 3B – Open Market – Elevations	38RevC
HT8 – 3B – Open Market – Plans	39RevC
HT8 – 3B – Open Market – Elevations	40Revc
HT9A – 4B – Open Market – Plans	41B
HT9A – 4B – Open Market – Elevations	42RevC
HT9B – 4B – Open Market – Plans	43B
HT9B – 4B – Open Market – Elevations	44B
HT9C – 4B – Open Market – Plans	45B
HT9C – 4B – Open Market – Elevations	46B
HT10 – 4B – Open Market – Plans	47B
HT10 – 4B – Open Market – Elevations	48B
HT11 – 4B – Open Market – Plans	49B
HT11 – 4B – Open Market – Elevations	50B
HT11A – 5B – Open Market – Plans	51B
HT11A – 5B – Open Market – Elevations	52B
HT12 – 4B – Open Market – Plans	53B
HT12 – 4B – Open Market – Elevations	54B
HT7 – 3B – Open Market – Elevations Flint	55ARev F
Proposed Street Elevations/Site Sections S1	56ArevB
Proposed Street Elevations/Site Sections S2	57B
Acoustic fence positions	58A
Proposed Street Elevation S3	59C
Ancillary Buildings 1 – Garage and Bin Store	61A
Ancillary Buildings 2 – Car Barn and Shed	62A
Ancillary Buildings 3 – Cycle Store	63A
View West	70
View East	71
View Spine Road	72
Street Elevation AA – coloured	80B
Site Plan – coloured	81C
Building Heights and Tenure Plan – coloured	82A
Boundary Treatment Plan	83
Schedule of accommodation	90RevE
Elevations Tiled	91A

Reason: - To ensure provision of a satisfactory development.

3 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.
Reason: To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

4 Construction of the development hereby permitted shall not commence on each phase until plans and particulars specifying the finished levels (above ordnance datum) of both the ground floors of the proposed buildings and the surrounding ground levels in relation to existing ground levels for that phase have first been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with these approved details unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that site levels are adequately addressed in the interests of the character and amenity of the area and of neighbours having due regard to policies CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

5 No development shall commence until a revised Arboricultural Impact Assessment and Method Statement setting out works in respect to tree pruning on the eastern boundary has been submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.
Reason: To ensure the trees are not adversely affected by the construction of the development and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

6 No development shall take place, including any works of demolition, until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the local planning authority. Thereafter all works shall be carried out in accordance with the approved Statement throughout the construction period.
The Statement shall provide for:
i) the parking of vehicles of site operatives and visitors
ii) loading and unloading of plant and materials
iii) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
iv) site compound and storage of plant and materials used in constructing the development
Reason: To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policies DM8, DM10, and CS20 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

7 Construction of the building(s) hereby permitted shall not commence until a specification of the types and colours of all external roofing and external facing materials, including the provision of sample panels of the external facing materials and colour of mortar to be used for the construction of the same, has been submitted to and approved in writing by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 of Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

8 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed infull accordance with that specification.
Reason: In the interests of the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

9 No development hereby permitted shall be commenced until a detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, speciesand planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works.
The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS16 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

10 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been first submitted to and approved in writing by the Local Planning Authority. No dwelling within that phase shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.
Reason: To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

11 Construction of the buildings hereby permitted shall not commence on each phase until a specification of the provision to be made for the storage and disposal of refuse for that phase has been submitted to and approved in writing by the Local Planning Authority. All service roads should be capable of taking a 26 tonne Refuse Collection Vehicle, and allow vehicle to reverse close to bin store. No bins to be pulled or waste carried more than 25m and no alleys to exceed 20m in length. The dwellings within that phase shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason: To safeguard the amenity of the locality and having due regard to policy CS16 of the Havant Borough Core Strategy 2011 which forms part of the Local

Development Framework and National Planning Policy Framework, March 2012

12 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

13 No development hereby permitted shall commence until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewers proposed to serve the same, and details of any other proposed ancillary drainage works/plant including works to address runoff from Bartons Road(e.g. pumping stations) have been submitted to and approved in writing by the Local Planning Authority. Unless agreed otherwise in writing by the Local Planning Authority, the development hereby permitted shall not be brought into use prior to the completion of the implementation of all such drainage provision in full accordance with such plans and particulars as are thus approved by the Authority.
Reason: To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regard to policies and proposals CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

14 No development hereby permitted shall commence until the applicant has secured:-

- the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- the implementation of a programme of archaeological mitigation of impacts in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in consultation with Hampshire County Council. The approved programme shall be fully adhered to unless otherwise agreed in writing by the Local Planning Authority.
- Following completion of archaeological fieldwork the production of a report accordance with an approved programme including where appropriate post -excavation assessment, specialist analysis and reports, publication and public engagement.

Reason: To safeguard the potential archaeological interest of the site and having due regard to policies CS11, DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

15 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason: To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012.

16 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles and cycles and has been provided within the site, surfaced and marked out in accordance with the approved plans. Such areas shall thereafter be retained and used solely for those purposes.
Reason: In the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework, March 2012

17 Prior to the occupation of the development a Post Construction Certificate shall be

submitted to the Local Planning Authority. The Certificate shall state that the development has attained a minimum standard of Level 3 of the Code for Sustainable Homes, unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that the development is carried out in accordance with policy CS14 of the Havant Borough Local

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/D/E and F of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) England) Order 2008, as amended, shall be erected within the curtilage of any dwelling without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy 2011 which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

19 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no alteration to the roof of any dwelling hereby approved including the addition of windows permitted by Part 1, Classes B/C of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008, shall be constructed without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and amenities of the development having due regard to policy CS16 of the Havant Borough Local Plan Core Strategy which forms part of the Local Development Framework, and the National Planning Policy Framework, March 2012.

20 The development hereby permitted shall not commence until a phasing plan for off site highway works including the provision of a footway/cycleway on the north side of Bartons Road and improvements to the pedestrian crossing has been submitted to and approved in writing by the Local Planning Authority., In order to construct these works the developer shall enter into a Section 278 agreement with the Highways Authority and prior to the occupation of any dwellings, all of these works shall be completed, in full accordance with such plans, particulars and programme as have been approved in writing by the Planning Authority and the Highway Authority
Reason: To ensure that the required highway improvements are provided and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) Also to ensure the safety of cyclists and pedestrians and having due regard to policy CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

21 No burning of materials shall take place anywhere on the development site, throughout the period of site clearance and development.
Reason: To protect the health of trees to be retained in the interests of amenity and having due regard to policies CS11.4 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

22 Before first occupation post validation testing shall be undertaken by a competent person to determine compliance with the acoustic report AS7603.140807.NVIA This must be submitted and agreed in writing with the local planning authority before first occupation.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

23 Prior to the commencement of any development a fully-detailed scheme of site-wide ecological mitigation, compensation and enhancement measures (to include but not

necessarily be restricted to: site plan showing all ecological features; detailed measures to protect and retain existing habitats and species; lighting plan; location, extent, composition and ongoing management of mitigation/compensation/enhancement habitat) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the Habitat Creation and Management Plan and Outline Mitigation Proposals report (The Ecology Co-op, March 2014). Any such measures shall thereafter be implemented in strict accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority and all mitigation features shall be retained and maintained in perpetuity.

Reason: To provide ecological protection and enhancement in accordance with policy CS11 and DM8 of the Havant Borough Local Plan (Core Strategy) 201, the National Planning Policy Framework 2012, Conservation Regulations 2010, Wildlife & Countryside Act 1981, and NERC Act 2006.

24

- Prior to the commencement of any specific phase of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a scheme to deal with the risks associated with the possible contamination shall be submitted to and approved in writing by the Local Planning Authority. That scheme shall include all of the following elements unless specifically excluded, in writing, by the Local Planning Authority.

1. A desk study &/or site walkover survey identifying:
   - All previous uses,
   - potential contaminants associated with those uses,
   - a conceptual model of the site indicating sources, pathways and receptors, and;
   - a summary of potentially unacceptable risks arising from contamination at the site.

2. A site investigation scheme based on (1), to provide sufficient information for an appropriate assessment of the risks to all receptors that may be affected, including those off site.

3. The results of the site investigation and risk assessment (2) and if appropriate, an options appraisal and remediation strategy based on these results giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete, identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

All elements shall be adhered to unless agreed in writing by the Local Planning Authority.

Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

25 "If, during development, contamination not previously identified on site is found to be present, no further development (unless otherwise agreed in writing by the Local Planning Authority) shall be undertaken until a report has been submitted to and approved by the Local Planning Authority that details how that contamination is to be dealt with. Unless otherwise agreed in writing with the Local Planning

Authority, all works outlined in the submitted report shall be adhered to."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

26 'No occupation of any part of the permitted development shall take place until a verification report has been submitted to and approved in writing by the Local Planning Authority.
The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan, and must demonstrate that site remediation criteria have been met. It shall also include any plan identified as being necessary for longer-term monitoring of pollutant linkages (a "long-term monitoring and maintenance plan"), including provision for maintenance and contingency action. The long-term monitoring and maintenance plan shall be implemented as approved."
Reason: Having due regard to policies and proposals E1 of the Hampshire County Structure plan 1996-2011 (Review), and DM10 of the Havant Borough Adopted Core Strategy (2011); Contamination may be present at the site as a result of both previous & current landuses (&/or activities) at the site that could pose a risk to future site occupiers.

Other Important Information:

(1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6571.

(2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See www.planningportal.gov.uk/pcs.

(3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Plaza or by telephoning 023 9244 6015.

(4) In accordance with paragraphs 186 and 187 of the NPPF Havant Borough Council (HBC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice,
- You were updated about issues after the initial site visit,

(5) You are advised that consent may be required from Southern Water to build in the vicinity of a public sewer. if you are in any doubt or need further information about obtaining this consent, you should contact Southern Water on 0845 2780845.

(6) **1) The applicant is required to set up on site facilities for:-**
i) wheel washing
ii) measures to control the emission of dust and dirt during construction
iii) measures to control noise and vibration during construction
iv) a scheme for recycling/disposing of waste resulting from demolition and construction works.

(7) **Lorry/HGV routing** should avoid North Street /railway bridge in Emsworth

(8) **Hours of work**: demolition, clearance, excavation, road or construction works should take place only between 0800hrs and 1800hrs on Mondays to Saturdays and not at all on Sundays and all recognised public holidays

Julia Potter