

Dated:

2026

THE COUNCIL OF THE BOROUGH OF HAVANT

and

HAMPSHIRE COUNTY COUNCIL

and

HARGREAVES PROPERTIES LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country
Planning Act 1990 and other powers relating to
Land at Waterloo Park, Elettra Avenue,
Waterlooville

**Southampton, Fareham & Havant Legal Partnership
Southampton City Council
Civic Offices
Southampton
SO14 7LY**

Ref: HBC-067171

BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant PO9 2AX (“the Borough Council”)
- (2) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ (“the County Council”)
- (3) **HARGREAVES PROPERTIES LIMITED** (Company Registration Number 00794877) whose registered address is at Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex BN16 1RR (“the Owner”)

RECITALS

- A The Borough Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- B The County Council is a local planning authority for the purposes of section 106 of the Act for the area in which the Land is situated and is the local highway authority (save for trunk roads and special roads) for the purposes of the 1980 Act and the transport authority for the purpose of the Transport Act 1985 and 2000 for Hampshire.
- C The Owner is the freehold owner of the Land registered with title absolute at the Land Registry under Title Number(s) HP220402.
- D The Application has been submitted to the Borough Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- E The Borough Council has resolved to grant the Permission subject to the prior completion of this Deed.
- F The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- G The Owner has agreed to be party to this Deed and consents to this Deed being entered into and to the obligations becoming binding on the Land.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In addition to the definitions set out below, a series of specific definitions are included in each of the Schedules to this Deed giving further defined terms and expressions to facilitate interpretation and unless stated to the contrary the specific definitions in the Schedules shall apply throughout this Deed where the relevant terms and expressions are used.
- 1.2 In this Deed the following expressions shall have the meanings indicated:

“1980 Act”	The Highways Act 1980 (as amended)
“2024 s.106 Agreement”	The s.106 Agreement dated 18 September 2024 between (1) the Borough Council; (2) the County Council; and (3) the Owner entered into in respect of planning permission reference APP/21/00399

“Act”	The Town and Country Planning Act 1990 (as amended)
“Application”	The application for planning permission allocated reference number APP/24/00777 for <i>outline planning application with all matters reserved apart from access for development within Class E (light industrial, retail, café and restaurant, leisure/gym), B2, B8 and B8 trade counters.</i>
“Borough Council’s Legal Costs”	The Borough Council’s reasonable and properly incurred legal costs in connection with the preparation and completion of this Deed up to a maximum of £2,500
“Borough Council’s Monitoring Charge”	The sum of £2,117 (two thousand one hundred and seventeen pounds) towards the costs incurred by the Borough Council in the provision of a suitably qualified and experienced person whose function is to monitor and enforce compliance with the terms of this Deed
“Commence”	The carrying out of a “material operation” (as defined in section 56(4) of the Act) in connection with the Development save that for the purposes of this Deed and for no other purpose; operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be included (and “Commencement” and “Commenced” shall be construed accordingly)
“Contributions”	Any one or number of the financial contributions required to be made pursuant to this Deed (including, for the avoidance of doubt the Borough Council’s Monitoring Charge)
“County Council’s Legal Costs”	The County Council’s properly incurred legal costs in connection with the preparation and completion of this Deed
“County Council’s Monitoring Charge”	the total sum of £8,540.00 (eight thousand five hundred and forty pounds being 10 obligations at £650 and 3 obligations at £680) towards the costs incurred by the County Council in monitoring the compliance with the planning obligations as they relate to the County Council in this deed and in discharging its statutory reporting obligations.
“Deed”	This agreement made by deed
“Development”	The development of the Land in accordance with the Permission
‘Development Control Fee’	the sum of £900 incurred by the County Council’s transport planning officers in connection with the preparation, execution and completion of this Deed
‘Director’	the Director of Hampshire 2050 and/or Universal Services at the County Council or their appointed representative for the time being or successor
“Enabling Powers”	Section 111 and 120 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed

“Framework Travel Plan”	means the framework travel plan agreed by the County Council prepared by David Tucker Associates dated 19 September 2024 and submitted with the Application and attached to this Agreement.
“Highways Agreement”	An agreement or agreements for the Offsite Highway Works to be entered into by the Owner (at the Owner's expense) with the County Council pursuant to (inter alia) section 278 and/or section 38 of the 1980 Act in a form to be agreed with the County Council and to the County Council's satisfaction to provide for the construction of the Offsite Highway Works by the Owner at the Owner's expense.
“Highway Works Completion Certificate Standard”	Means the completion of the Offsite Highway Works to the satisfaction of the County Council in accordance with the Highways Agreement as evidenced by the issue of a certificate of completion or part 2 certificate in accordance with the terms of the relevant Highway Works Agreement
“Index Linked”	For the purposes of any financial contribution due under this Deed to the Borough Council means adjusted in accordance with the Inflationary Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Inflationary Index monthly figure published before the date of this Deed and whose numerator shall be the last published Inflationary Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure
“Index Linked For County Council”	For the purposes of any Financial Contribution due under this Deed to the County Council means increased in accordance with the following formula: Amount payable = the payment specified in this Deed x (A/B) where: A = the last figure published for the Inflationary Index RPI that applied immediately preceding the date that payment was received. B = the last figure published for the Inflationary Index RPI in October 2021
“Inflationary Index”	For the purposes of the Borough Council the Consumer Prices Index issued by the Office for National Statistics or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Borough Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation
‘Inflationary Index RPI’	For the purposes of the County Council the ‘All Items’ Index of Retail Prices (RPI) published by the Office for National Statistics or amendment/replacement thereof or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the County Council shall reasonably nominate
“Interest”	Interest at 4 per cent above the base lending rate of Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment)
“Land”	The land known as land at Waterloo Park, Elettra Avenue, Waterlooville shown edged with a red line on Plan 1

Offsite Highway Works	Means the works for vehicular and pedestrian access at Elettra Avenue as shown in principle on drawing 19235-08 GA Rev P to be constructed by the Owner at the Owner's expense and as agreed pursuant to the terms of a Highways Agreement
"Occupation"	Occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"Permission"	The outline planning permission subject to conditions to be granted by the Borough Council pursuant to the Application
"Plan 1"	The plan annexed hereto given drawing number 24018-HNW-ZZ-ZZ-DR-A-1100 Revision P01
"Roundabout Improvement Contribution"	means the sum of £60,000 (SIXTY THOUSAND POUNDS) Index Linked from and including October 2021 as a contribution to be paid by the Owner to the County Council towards an improvement scheme shown in principle on drawing number 19235-02 Revision 1 (or such amended plan as may be agreed between the Owner and the County Council from time to time) at the Hambledon Road/Milton Road roundabout or such other scheme the County Council determines in its absolute discretion will deliver the same purpose.
"Statutory Undertakers"	Organisations licensed by the government which include (but not limited to) all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies
"Toucan Crossing Contribution"	means the sum of £150,000 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) as a contribution towards the implementation of the Toucan Crossing Works on Hambledon Road to be paid by the Owner to the County Council in two instalments of £75,000 in accordance with paragraph 2.1 of Schedule One of this Deed
"Toucan Crossing Works"	means the implementation by the County Council of a toucan crossing on Hambledon Road as shown on drawing number CJ008981-ECH-GEN-17024883-DR-HE-0003 S2 Rev P01 (or such amended plan as may be agreed between the Owner and the County Council from time to time)
"Travel Plan"	means the full and final travel plan for each Unit within the Development substantially in the form of the Framework Travel Plan
"Travel Plan Approval Fee"	means the sum of £1500 (one thousand five hundred pounds) per Unit towards the costs incurred by the County Council in the approval of the Travel Plan for each Unit.
"Travel Plan Cash Security"	means a cash deposit payable to the County Council in respect of each Unit within the Development being the sum of the cost of monitoring implementation and compliance with the targets/measures of the Travel Plan for the relevant Unit within the Development plus 10%.
"Travel Plan Co-Ordinator"	a suitably qualified and experienced person employed or appointed pursuant to the Travel Plan who has responsibility for developing implementing monitoring

	progress reporting and reviewing the Travel Plan in order to ensure that the Travel Plan achieves its stated targets and objectives
"Travel Plan Monitoring Fee"	means the sum of £15,000 (FIFTEEN THOUSAND POUNDS)] (payable in five instalments being the equivalent of THREE THOUSAND POUNDS (£3,000) per annum for a total of five (5) years) towards the costs incurred by the County Council in monitoring the implementation of and reviewing the Travel Plan
"Unit"	means any one of the individual units within the Development and "Units" shall be construed accordingly
"Working Day(s)"	Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 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 unless there is an express provision otherwise.
- 2.4 Any reference to an act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 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 the Borough Council or the County Council the successors to their respective statutory functions.
- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.9 Obligations not to do something under this Deed shall be deemed to be obligations not to permit or suffer such thing to be done and obligations on a party to do an act or activity (or similar) include an obligation to procure that such act or activity is done.
- 2.10 References to the County Council's agreement, consent, approval or expression of satisfaction shall mean the written agreement, consent, approval or expression of satisfaction (as applicable) of the County Council pursuant to this Deed and such

agreement, consent, approval or expression of satisfaction shall be in addition to and not in substitution for any other permission that may be necessary

- 2.11 The Parties agree that the schedules and appendices to this Deed form part of it and are incorporated as if the same had been set out in full in the main body of the document except that where there is any conflict between the terms of this Deed and the content of the Appendices the terms of this Deed will prevail

3 STATUTORY AUTHORITY

- 3.1 This Deed is made pursuant to section 106 of the Act and the Enabling Powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Borough Council and the County Council as local planning authorities against the Owner, its successors in title and any person deriving title in the Land or any part of it from the Owner.

4 EFFECT OF THE AGREEMENT

- 4.1 This Deed shall take effect on the day and year first before written save for clauses 5 and 6 and the Schedules to this Deed which shall take effect following the grant of the Permission

5 THE OWNER'S COVENANTS

- 5.1 The Owner hereby covenants with the Borough Council and the County Council that it will observe and perform the covenants on its part contained in Schedules One to Three (inclusive).

6 THE BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

- 6.1 Subject to the performance by the Owner of its obligations under this Deed the Borough Council and the County Council hereby covenant with the Owner that they will observe and perform the covenants on their respective parts set out in Schedule Four.

7 RELEASE AND LAPSE

- 7.1 It is hereby agreed that the Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its interests in the Land.
- 7.2 It is further agreed that this Deed shall lapse and be of no further effect (in so far as it has not already been complied with) if prior to Commencement:
- 7.2.1 the Permission expires; or
- 7.2.2 the Permission shall be varied or revoked other than with the consent of the Owner; or
- 7.2.3 the Permission is quashed following a successful legal challenge.

- 7.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.4 This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.

8 LOCAL LAND CHARGE

- 8.1 This Deed is a local land charge and shall be registered as such by the Borough Council.
- 8.2 Upon the full satisfaction of all the terms of this Deed the Owner may request that the Borough Council procure that all entries in the register of local land charges relating to it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.

9 DUTY TO ACT REASONABLY

- 9.1 All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any deed consent approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

10 NO FETTER ON DISCRETION OR WAIVER

- 10.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 10.2 Nothing in this Deed shall impose any contractual or other obligations on the Borough Council to grant the Permission.
- 10.3 No waiver (whether express or implied) by the Borough Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

11 COVENANT AS TO TITLE

- 11.1 The Owner hereby covenants with the Borough Council and the County Council that no person other than the parties to this Deed has any interest in the Land for the purposes of section 106 of the Act

12 SEVERABILITY

- 12.1 It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

13 THE BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COSTS

- 13.1 The Owner hereby covenants with the Borough Council that it will on or before the date of this Deed pay the Borough Council's Legal Costs to the Borough Council.
- 13.2 The Owner hereby covenants with the Borough Council:
 - 13.2.1 that prior to the Commencement of the Development it will pay the Borough Council's Monitoring Charge to the Borough Council; and
 - 13.2.2 not Commence the Development unless the Borough Council's Monitoring Charge has been paid to the Borough Council.
- 13.3 The Owner hereby covenants with the County Council that it will on or before the date of this Deed pay the County Council's Legal Costs to the County Council.
- 13.4 The Owner hereby covenants with the County Council that it will on or before the date of this Deed pay the County Council's Monitoring Charge to the County Council subject to clause 13.5.
- 13.5 The County Council hereby acknowledges that a payment of £6500 relating to planning application APP/21/00399 has been received by the County Council in relation to the County Council's monitoring fee relating to APP/21/00399 and the net amount due in relation to the County Council's Monitoring Charge for this application APP/24/00777 is therefore £2040.
- 13.6 The Owner hereby covenants with the County Council that it will on or before the date of this Deed pay the Development Control Fee to the County Council.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 14.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and the Borough Council or the County Council without the consent of any such third party.

15 NOTIFICATION OF COMMENCEMENT/OCCUPATION

- 15.1 The Owner covenants with the Borough Council and the County Council that it will:
 - 15.1.1 Notify the Borough Council and County Council in writing of the date of Commencement of the Development within ten Working Days of it occurring; and
 - 15.1.2 Notify the Borough Council and County Council in writing of the date of Occupation for the first time of any part of the Development within ten Working Days of it occurring.
 - 15.1.3 pay to the Borough Council and the County Council upon written demand its reasonable fees for additional monitoring caused by the Owner's non-compliance with clauses 15.1.1 or 15.1.2.

16 NOTICES

- 16.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or by email in the following manner:
- 16.1.1 on the Borough Council at Public Service Plaza, Civic Centre Road, Havant PO9 2AX or by email to cil@havant.gov.uk marked "for the attention of the Executive Head of Place" and bearing the reference "s106-APP/24/00777-Land at Waterloo Park, Elettra Avenue, Waterlooville";
 - 16.1.2 on the County Council at The Castle, Winchester, Hampshire SO23 8UJ and marked "for the attention of the Deputy Director Legal Services" and bearing the reference "s106--Legal/EDOC/0204 /APP24/00777 – land at Waterloo Park Elettra Avenue "; and
 - 16.1.3 on the Owner at the address as detailed above or as notified by the Owner in writing to the Borough Council and County Council.

17 INDEX LINKING

- 17.1 Each and every one of the Contributions which are to be paid under the terms of this Deed to the Borough Council shall be Index Linked
- 17.2 Each and every one of the Contributions which are to be paid under the terms of this Deed to the County Council shall be Index Linked for County Council

18 PAYMENT OF THE CONTRIBUTIONS

- 18.1 The Contributions shall be payable to the Borough Council and/or the County Council (as the case may be) by either:
- 18.1.1 by BACS or telegraphic transfer; or
 - 18.1.2 cheque made payable to Havant Borough Council or Hampshire County Council as appropriate.
- 18.2 All payments must state the Application reference number and the address to which this Deed relates and for payments made to the County Council the reference number Legal/EDOC/0204 in addition to the Application reference number and the address to which this Deed relates.
- 18.3 Payment by cheque shall be sent to the Borough Council or the County Council (as the case may be) in accordance with the details set out in clause 16.1.1 identifying the obligation to which the payment relates.

19 INTEREST ON LATE PAYMENTS

- 19.1 Any amount due from the Owner under this Deed which is not paid on the due date shall be payable with Interest.

20 FUTURE MORTGAGEES

- 20.1 Notwithstanding clause 3.2, no obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has acquired a right to take possession of the Land or part thereof to which such obligation relates in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

21 NOTIFICATION OF SUCCESSORS IN TITLE

- 21.1 The Owner covenant(s) with the Borough Council and the County Council that they will give written notice to the Borough Council and the County Council within five Working Days of any change of ownership of the Land if at such time the obligations contained within this Deed have not fully been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan and the date on which the change of ownership occurred.

22 VAT

- 22.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owner shall if value added tax becomes due pay to the Council or the County Council any value added tax properly payable on any sums paid to the Council or to the County Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owner..

23 DISPUTE RESOLUTION

- 23.1 Where it is provided in this Deed that a matter is to be approved (or another cognate expression is used) by the Borough Council or County Council and such approval has been refused or given conditionally in accordance with the provisions of this Deed and the Owner wishes to dispute such refusal or conditions, then the Owner may notify the Borough Council or County Council as appropriate that the matter is in dispute and:

23.1.1 the parties to the dispute shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within 10 Working Days of receipt of notice that a matter is in dispute;

23.1.2 if after a further 5 Working Days the parties are unable to resolve the dispute amicably pursuant to clause 23.1.1, one party may serve notice on the other party or parties (as the case may be) to the dispute of their intention to refer the dispute in accordance with clause 23.2 specifying in such notice:

23.1.2.1 the nature, basis and brief description of the dispute; and

23.1.2.2 the clause or paragraph of this Deed pursuant to which the dispute has arisen; and

- 23.1.2.3 a written request to concur as to the appropriateness of the professional qualifications of the person (or body) they propose to be appointed pursuant to clause 23.2.
- 23.2 Any such dispute or difference notified pursuant to clause 23.1.2 shall be referred to an independent and suitable person holding appropriate professional qualifications, in light of the subject matter in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 23.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 23.2 or as to the appropriateness of the professional body within 10 Working Days after any party has given the other parties to the dispute or difference a written request to concur as to the appropriateness of the professional qualifications of the person (or body) to be appointed pursuant to clause 23.2 then such question may be referred by any party to the president for the time being of the Law Society for them to appoint a solicitor to determine the appropriate professional body or person to resolve the dispute such solicitor acting as an expert and their decision shall be final and binding on all parties in the absence of manifest error and their costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 23.4 Any expert howsoever appointed ("the Expert") shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after they have received any final written representation pursuant to clause 23.5.
- 23.5 The Expert shall be required to give notice to any of the said parties requiring them to submit to the Expert within 10 Working Days of notification of the Expert's appointment written submissions and supporting material and the other parties will be entitled to make a counter written submission within a further 10 Working Days.
- 23.6 Nothing in this clause 23 shall be taken to fetter the ability of the Borough Council or County Council to carry out its statutory functions as local planning authority or highway authority with power to enforce any breach of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Development.
- 23.7 The provisions of this clause 23 shall not affect the ability of the Council or County Council to apply for and be granted any declaratory relief, injunction, specific performance, payment of any sum, damages, or any other means of enforcing this Deed and consequential and interim orders and relief

24 SECTION 73 PERMISSION

- 24.1 Unless otherwise required by the Borough Council if any future planning permission is granted pursuant to section 73 of the Act for development of the Land without compliance with conditions or subject to conditions differing from those granted pursuant to the Permission ("a Section 73 Permission") then with effect from the date that any such Section

73 Permission is granted the obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Permission) apply to and bind each such Section 73 Permission and the Land itself without the need for any further act by the parties and the definition of "Permission" in this Deed shall be construed to include reference respectively to the Section 73 Permission granted pursuant to any such application PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application under section 73 of the Act and for the avoidance of doubt any such further permission may be the subject of additional obligations.

25 Spend in Advance

25.1 If prior to the receipt of any Contributions the County Council incurs any expenditure in providing the infrastructure or facilities to which it was intended to apply any such Contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the County Council may immediately following receipt of such Contribution deduct therefrom a sum equivalent to such expenditure incurred

25.2 Any amount deducted by the Council and/or the County Council pursuant to clause 25.1 shall be and remain the property of the Council and/or the County Council and shall not be bound by the terms of this Deed and the Council and/or the County Council shall not be the subject of any requirement to repay or account for that amount or pay any interest in respect of the same

26 JURISDICTION

26.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

27 DELIVERY

27.1 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE ONE

HIGHWAYS OBLIGATIONS

The Owner covenants with the County Council and the Borough Council as follows:

1 OFFSITE HIGHWAY WORKS

- 1.1 Prior to the Commencement of Development to enter into a Highways Agreement for the Offsite Highway Works
- 1.2 not to Commence or permit Commencement of Development until the Owner has so entered into a Highways Agreement with the County Council.
- 1.3 To complete the Offsite Highway Works in accordance with the Highways Agreement to Highway Works Completion Certificate Standard prior to Occupation of the Development
- 1.4 not to Occupy or permit Occupation of the Development until the Offsite Highway Works have been completed in accordance with the Highways Agreement to Highway Works Completion Certificate Standard.

2 HIGHWAYS CONTRIBUTION

- 2.1 The Owner covenants to pay the Toucan Crossing Contribution to the County Council in the following instalments as follows:
 - 2.1.1 To pay the first instalment of 50% (£75,000) of the Toucan Crossing Contribution (Index Linked for County Council) prior to the Commencement of the Development and
 - 2.1.2 not to Commence or allow Commencement of the Development until the first instalment of 50% (£75,000) of the Toucan Crossing Contribution (Index Linked for County Council) has been paid to the County Council; and
 - 2.1.3 To pay the second instalment of 50% (£75,000) of the Toucan Crossing Contribution (Index Linked for County Council) to the County Council prior to first Occupation of the Development and
 - 2.1.4 not to Occupy or permit the Occupation of the Development unless and until the second instalment of £75,000 of the Toucan Crossing Contribution (Index Linked for County Council) has been paid.
- 2.2 The Owner covenants to pay to the County Council the Roundabout Improvement Contribution (Index Linked for County Council) prior to Commencement of Development
- 2.3 The Owner covenants not to Commence or allow Commencement of Development until the Roundabout Improvement Contribution (Index Linked for County Council) has been paid to the County Council.

3 PREVIOUS S.106 AGREEMENT OBLIGATIONS

- 3.1 For the avoidance of doubt in the event that any of the obligations under paragraphs 1 and 2 of this Schedule One are discharged pursuant to the equivalent terms of the 2024 s.106 Agreement then they shall also be deemed discharged for the purposes of this Deed.

SCHEDULE TWO

BIODIVERSITY NET GAIN OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

“BNG Monitoring Contribution”	the sum of £4,360 (four thousand three hundred and sixty pounds) towards the cost of the Borough Council monitoring compliance with the HMMP
“HMMP”	the habitat management and monitoring plan in connection with significant on-site biodiversity net gain secured by planning condition on the Permission

The Owner covenants with the Borough Council as follows:

4 BNG Monitoring Contribution

- 4.1 Not to Commence the Development unless the BNG Monitoring Contribution has been paid to the Borough Council.
- 4.2 To pay the BNG Monitoring Contribution to the Borough Council prior to Commencement of the Development.

SCHEDULE THREE
TRAVEL PLAN OBLIGATIONS

The Owner covenants with the County Council and the Borough Council as follows:

1 TRAVEL PLAN

- 1.1 Prior to Commencement of Development to pay to the County Council the Travel Plan Approval Fee and not to Commence or permit Commencement of the Development (or any part thereof) unless and until the Travel Plan Approval Fee has been paid to the County Council.
- 1.2 Not to Occupy or permit Occupation of any Unit within the Development (or any part thereof) unless and until the Owner has paid £3,000 (three thousand pounds) as the first instalment of the Travel Plan Monitoring Fee to the County Council and to pay four further instalments of the Travel Plan Monitoring Fee, each of £3,000 (three thousand pounds)], to the County Council on or before each subsequent anniversary of first Occupation of the Development.
- 1.3 Not to Occupy nor permit Occupation of any Unit within the Development (or any part thereof) until it has prepared and secured the written approval of the County Council of a Travel Plan for that Unit.
- 1.4 If, following submission by the Owner of Travel Plan for any Unit within the Development to the County Council, reasonable amendments to the Travel Plan are proposed by the County Council within the timeframe set out in paragraph 1.5.1 or 1.5.2 (as appropriate), the Owner shall, not more than twenty Working Days after receiving the County Council's proposed amendments, revise the draft Travel Plan taking account of the County Council's proposed amendments and submit an amended draft Travel Plan for the County Council's approval. Subject to paragraph 1.5 below, the procedure set out in this paragraph 1.4 shall be repeated until such time as the Travel Plan is approved (or deemed approved) by the County Council.
- 1.5 The Travel Plan shall be deemed to have been approved in writing for the purposes of paragraph 1.1 where:
 - 1.5.1 the County Council has not approved or proposed amendments to the draft Travel Plan within three months of its first submission; or
 - 1.5.2 where the Owner has submitted a revised Travel Plan pursuant to paragraph 1.4 above, the County Council has not approved or proposed amendments to the Travel Plan within two months of its submission.
- 1.6 Notwithstanding the provisions of paragraphs 1.3 and 1.4 above, the County Council shall use all reasonable endeavours to provide its comments on any iteration of the Travel Plan as soon as reasonably practicable following its receipt from the Owner.
- 1.7 Not to Occupy or permit Occupation of any Unit within the Development (or any part thereof) unless and until:
 - 1.7.1 a suitably qualified Travel Plan Co-ordinator has been appointed at the Owner's expense in respect of the Travel Plan for that Unit;

- 1.7.2 the contact details of the relevant Travel Plan Co-ordinator have been provided to the County Council.
- 1.8 To notify the County Council of any changes in the nomination or responsibilities of any Travel Plan Co-ordinator within a reasonable timeframe.
- 1.9 To use all reasonable endeavours to procure that each Travel Plan Co-ordinator carries out his responsibilities and duties in accordance with the approved Travel Plan for the relevant Unit.
- 1.10 To retain a Travel Plan Co-ordinator for each Unit for a continuous period of five (5) years from first Occupation of the relevant Unit within the Development.
- 1.11 Following Occupation of the relevant Unit of the Development (or any part thereof), the Owner shall implement and comply with the relevant approved or deemed approved Travel Plan in accordance with the requirements and timetable / period of operation of that approved or deemed approved Travel Plan and shall use reasonable endeavours to achieve the measures and/or targets set out therein.
- 1.12 Not to Occupy nor permit Occupation of any Unit within the Development (or any part thereof) unless and until it has provided to the County Council the Travel Plan Cash Security for the relevant Unit in the Development to the effect that if in the opinion of the County Council acting reasonably the Owner unreasonably fails at any time within five years of first Occupation of the relevant Unit within the Development to deliver the agreed measures and/or targets and/or comply with any or all of the measures and/or targets contained within the approved Travel Plan for the relevant Unit within the Development the County Council shall withdraw from the Travel Plan Cash Security as appropriate such sum as may be certified by the Director to be required up to the amount of the Travel Plan Cash Security in order to remedy the failure to achieve and implement the agreed measures and/or targets contained within the approved Travel Plan for the relevant Unit within the Development or such alternative measures as the Director in his absolute discretion determines will at no greater cost to the Owner achieve the overall aims of the Travel Plan for the relevant Unit in the Development.
- 1.13 That it will in relation to each Unit within the Development include in any tenant's lease or occupier's license of any part or parts of that Unit a covenant that the tenant or occupier will implement the Travel Plan in respect of the relevant Unit and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier.
- 1.14 That within 20 Working Days of the letting of any Unit within the Development (or any part thereof) it will procure the delivery to the County Council of a notice giving the following details:
- 1.14.1 the name and address of the tenant;
- 1.14.2 a description of the premises demised;
- 1.14.3 the length of the term; and
- 1.14.4 a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan for that Unit within the Development.

SCHEDULE FOUR

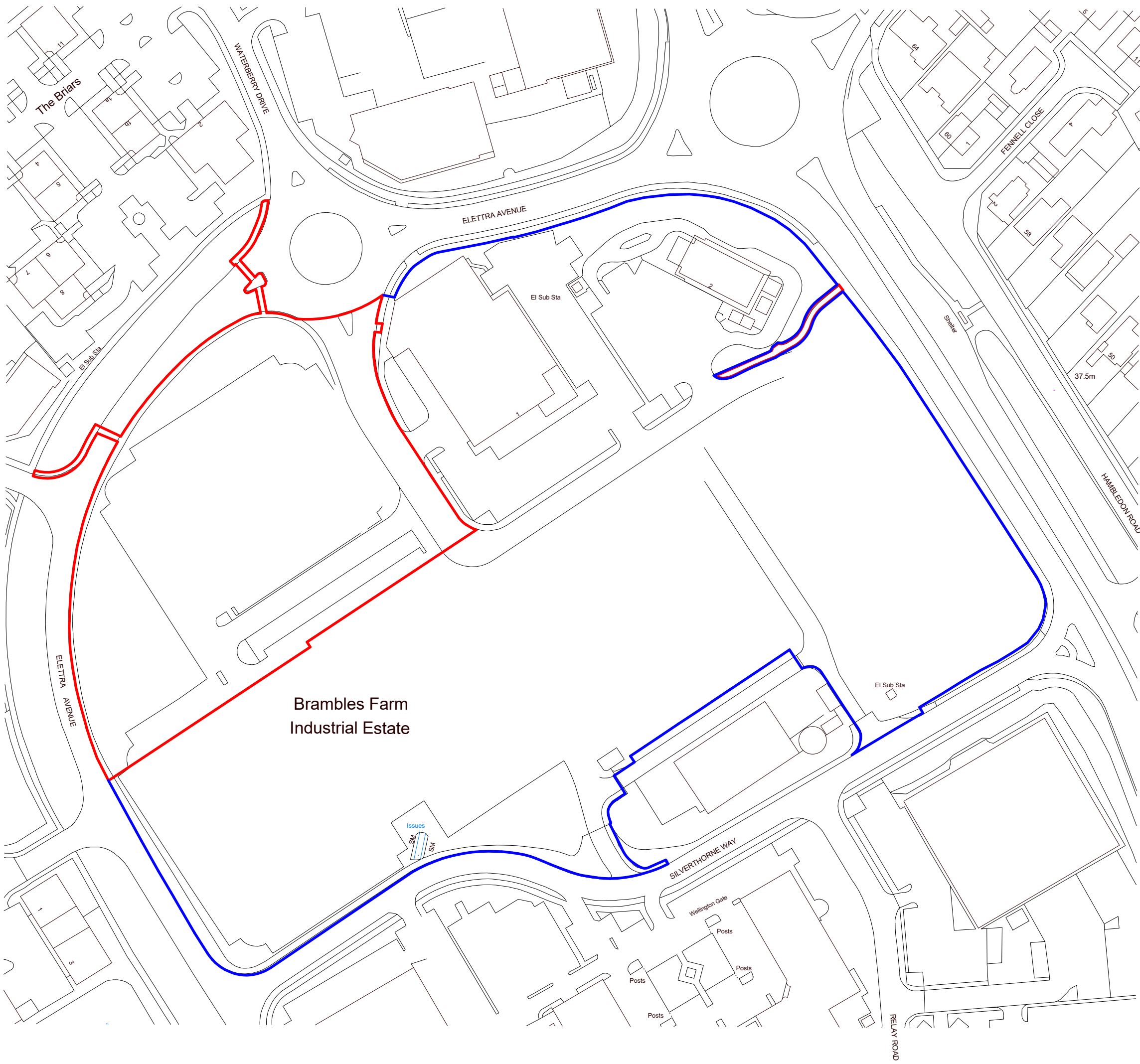
BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

The Borough Council and County Council covenants with the Owner as follows:

- 1 Where any payment referred to in this Deed is paid for a particular purpose it will not be used by the Borough Council or the County Council otherwise than for that purpose or for such other purpose for the benefit of the Development as the Owner and the Borough Council and/or the County Council shall agree in writing.
- 2 In the event that the Contributions or any element or part of the Contributions remains unspent or not committed to be spent within 10 years after the date on which it is paid to the Borough Council and/or the County Council then the Borough Council and/or the County Council as appropriate shall on written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions, together with any Interest accrued.
- 3 That following completion (reflected in operational use by the general public) of the Toucan Crossing Works and after payment of the second instalment of the Toucan Crossing Contribution, the County Council will on written request of the Owner or payee of the Toucan Crossing Contribution, provide an itemised cost breakdown of the Toucan Crossing Works within 28 days.
- 4 Within 21 days upon receipt of the itemised cost breakdown pursuant to paragraph 3 of this Schedule, the Owner can request to the County Council clarification on any of the itemised cost detail within that breakdown with such feedback provided by the County Council within 21 days.
- 5 Following that reconciliation and clarification pursuant to paragraph 4 of this Schedule, should the County Council reconciliation identify an underspend, a pro rata reduction shall be applied to the Toucan Crossing Contribution and these monies returned to the Owner or payee of the Toucan Crossing Contribution within 28 days.
- 6 That any part of the Travel Plan Cash Security which has not been spent or unconditionally committed to be spent by the County Council pursuant to paragraph 1.12 of Schedule Three shall be released and repaid to the Owner, together with Interest, on the expiry of the period that is five years following first Occupation of the relevant Unit within the Development to which the Travel Plan Cash Security relates unless in respect of any pre-existing breach which has arisen during the relevant five year period, in which case any remaining part of the Travel Plan Cash Security shall be released and repaid to the Owner, together with Interest, when that specific breach is remedied.
- 7 In the event that any of the obligations on the part of the Owner under paragraphs 1 and 2 of Schedule One of this Deed are discharged pursuant to the equivalent terms of the 2024 s.106 Agreement then they shall also be deemed discharged for the purposes of this Deed.

Plan 1

Revisions:		Drawn / Chkd :	Date :
P1	Draft - Planning Issue for Approval	DF/MAS	24/02/2021
P2	Planning Issue	MAS	29/03/2021



Site Location Plan
1 : 1250

SITE LEGEND

-  Approximate application boundary
Ordnance Survey MasterMap Data
purchased under 12 month license
from Promap (OS Partner license
100022432) 24/02/2021.
-  Land adjacent within the
applicant's ownership

Client:

HARGREAVES

Project:
WATERLOO PARK
WATERLOOVILLE



24 Church St. West,
Woking, Surrey,
GU21 6HT
01483 494 350

lda@ldaarchitects.co.uk
www.ldaarchitects.co.uk

Drawing Title:
Site Location Plan

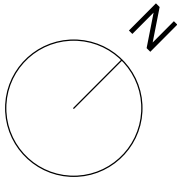
Architecture
Planning
Space Planning
Interior Design

Scale @ A2 : Checked by : Date :
As indicated MAS 02/24/21

Job No : Stage _ Drawing No : Rev :
1618 PL_001 P2

Issue Status :
Construction ☐ Preliminary ☐
Information ☐ Approval ☒
Tender ☐

Offices
Woking



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

**THE COMMON SEAL OF
THE COUNCIL OF THE BOROUGH
OF HAVANT**

was affixed in the presence of:

Authorised Signatory:

**THE COMMON SEAL OF
HAMPSHIRE COUNTY COUNCIL**

was affixed in the presence of:

Authorised Signatory:

**EXECUTED AS A DEED by
HARGREAVES PROPERTIES LIMITED**

in the presence of:

Director:

Director/Secretary: