

DATED 9 October 2014

(1) EASTLEIGH BOROUGH COUNCIL

- and -

(2) JOHN HENRY GARRETT, CONSTANCE PATRICIA GARRETT, MARK JOHN
GARRETT AND DEREK LESLIE GARRETT

-and-

(3) BRYAN JEZEPH CONSULTANCY LIMITED

A G R E E M E N T

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section
111 of the Local Government Act 1972 relating to land at Providence Hill, Bursledon
Southampton in Hampshire

A R Ward
Head of Legal and Democratic Services
Eastleigh House
Upper Market Street
Eastleigh
Hampshire
SO50 9YN
JD/6/13/744/9963

THIS DEED is made the 9th day of October Two thousand and Fourteen

BETWEEN

- (1) EASTLEIGH BOROUGH COUNCIL of Eastleigh House Upper Market Street Eastleigh Hampshire SO50 9YN ("the Council")
- (2) JOHN HENRY GARRETT, CONSTANCE PATRICIA GARRETT, MARK JOHN GARRETT AND DEREK LESLIE GARRETT of Fairbournes Farm Kiln Lane Braishfield Romsey SO51 0PJ ("the Owner")
- (3) BRYAN JEZEPH CONSULTANCY LIMITED (Reg. Co. No. 03065949) whose registered office is at 3 South Street Titchfield Hampshire PO14 4DL ("the Chargee")

RECITALS

- (1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated
- (2) The Owner is the registered proprietor of the Site described in Schedule One
- (3) The Chargee has by written application numbered O/14/74322 and dated 29 March 2014 applied to the Council for Outline Planning Permission for the Development of the Site
- (4) The Council is desirous of granting planning permission for the Development of the Site subject to the conditions contained in the Outline Planning Permission and subject to the Owner entering into this Deed

DEFINITIONS

In this Deed in addition to the defined expressions herein referred to the following expressions shall have the following meanings:

"the Act"

means the Town and Country
Planning Act 1990 (as amended)

"Administration Fee"	means the sum of one thousand eight hundred and sixty pounds (£1,860.00) to be paid to the Council towards the administration of this Deed
"Affordable Housing"	means low cost housing which shall be offered for sale or rent including shared equity or shared ownership
"Affordable Housing Dwellings"	means those Dwellings to be provided for Affordable Housing in accordance with Schedule Six hereto
"Affordable Housing Land"	means the land that is to comprise the 35% Affordable Housing in accordance with the provisions of Paragraph 1 of Schedule Six hereto
"Affordable Housing Provider"	means a registered provider in accordance with Part 1 of the Housing Act 1996 and/or registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 who is registered with the Homes and Communities Agency (referred to as the HCA) or such other body as may be agreed with the Council (such agreement not to be unreasonably withheld or delayed)

"Air Quality Monitoring Contribution"	means a contribution in respect of monitoring air quality at Hamble Lane to be calculated in accordance with Schedule Five
"Annual Performance Report"	means the annual report to be submitted to the Council for the Council's approval indicating how the Travel Plan has been performing and if appropriate the proposals and remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan
"Commencement of Development"	means the carrying out of any Material Operation in connection with the Development and the expression "Commenced" and "Commences" shall be construed accordingly
"Community Infrastructure Contribution"	means a contribution in respect of the provision or improvement of community infrastructure in the Local Area to be calculated in accordance with Schedule Five

"Council's Contribution Payments"

means the payments to be made to the Council in respect of:

- (i) the Air Quality Monitoring Contribution;
- (ii) the Community Infrastructure Contribution;
- (iii) the Off-Site Public Open Space Contribution;
- (iv) the On-Site Existing Woodland Commuted Maintenance Sum;
- (v) the On-Site Existing Woodland Supervision Fee;
- (vi) the On-Site Open Space Commuted Maintenance Sum;
- (vii) the On-Site Open Space Supervision Fee;
- (viii) the Play Area Contribution;
- (ix) the Play Area Commuted Maintenance Sum;
- (x) the Play Area Supervision Fee;
- (xi) the Public Art Contribution; and
- (xii) the Solent Disturbance Mitigation Project Contribution;
- (xiii) the Travel Plan Sum; and
- (xiv) the Off-Site Public Open Space Wildlife Sites Contribution

all index linked in accordance with clause 9 of this Deed

"County Council"

means Hampshire County Council of
The Castle Winchester Hampshire
SO23 8UJ who are the Highway
Authority for the area in which the Site
is situated

"Development"

means the development of the Site in
the manner and for the purposes
pursuant to the Outline Planning
Permission relating to the Site

"Dwellings"

means those dwellings to be
constructed on the Site by the carrying
out of the Development and the
expression "Dwelling" shall be
construed accordingly

"Highway Works"

means the Highway Works to be
carried out within the existing highway
boundary and referred to in Schedule
Eight of this Deed being a right turn
lane access and pedestrian refuge on
the A27 and footway improvement
works along the site frontage as
shown indicatively on drawing

020.0058.100 P7 submitted as part of
planning application O/14/74322

"Highway Works Agreement"

means an agreement or agreements
Pursuant to S278 of the Highways Act
1980 to be entered into with the
County Council in respect of the
carrying out of the Highway Works
which shall include contributions for
on-site street trees of seven Hundred
and seventy nine pounds (£779.00)
per tree and sustainable integrated
transport calculated as follows:

£1,980.00	per 1 bed Dwelling
£3,745.00	per 2/3 bed Dwelling
£5,457.00	per 4+ bed Dwelling

"Highway Works Specification"

means the specifications and plans to
be submitted to and approved in
writing by the County Council in
respect of the Highway Works and set
out in the Highway Works Agreement

"Local Area"

means the wards of Bursledon,
Hamble-Le-Rice and Hound

"Material Operation"

means a material operation as
defined in Section 56 of the Act save
in respect of operations in connection

with site clearance site preparation
demolition archaeological
investigation and evaluation
investigation for the purposes of
assessing contamination and
remedial action in respect of any
contamination works

"Nominations Agreement"

means an agreement where no
existing agreement is in place to be
entered into with the Council by the
Affordable Housing Provider in
respect of rights for the Council to
nominate persons for the Affordable
Housing Dwellings from the Council's
Housing Register

"Occupation and Occupied"

means occupation or occupied by
residents and reference to "Occupy"
shall be construed accordingly

"Off-Site Public Open Space
Contribution"

means a sum to be calculated in
accordance with Schedule Five to be
used towards Public Open Space
facilities in the Local Area

"Off-Site Public Open Space
Wildlife Sites Contribution"

means a sum to be calculated in
accordance with Schedule Five to be
used towards Public Open Space
Wildlife Sites in the Local Area

"On-Site Existing Woodland"

means existing woodland which is to
be retained on the Site within the On-
Site Open Space Land and which is
shown for illustrative purposes only
hatched green on the Plan

"On-Site Existing Woodland Commuted
Maintenance Sum"

means a commuted sum to be
calculated in accordance with
Schedule Five to be applied by the
Council towards the maintenance of
the On-Site Existing Woodland

"On-Site Existing Woodland
Supervision Fee"

means a sum to be calculated in
accordance with Schedule Five to be
applied by the Council for the
supervision of the On-Site Existing
Woodland

"On-Site Open Space Land"

means an area of public open space
to be provided on the Site to be

calculated in accordance with
Schedule Five which shall include the
On-Site Existing Woodland

"On-Site Open Space
Commutated Maintenance Sum"

means a commuted sum to be
calculated in accordance with
Schedule Five to be applied by the
Council towards the maintenance of
the On-Site Open Space Land and to
be paid in accordance with the terms
of Schedule Seven of this Deed

"On-Site Open Space
Supervision Fee"

means a sum to be calculated in
accordance with Schedule Five to be
paid to the Council for the
supervision of the On-Site Open
Space Land in accordance with the
terms of Schedule Seven of this
Deed

"Outline Planning Permission"

means outline planning permission
for the development of the Site
described in Schedule Two and
numbered O/14/74322

"Owner"	means the Owner and his respective successors in title to the Site
"Plan"	means the Plan annexed hereto
"Play Area"	means an area of land within the On-Site Open Space Land for children's play to be secured with fencing in accordance with the Approved Scheme defined in paragraph 1 of Schedule Seven by the Owner and to be equipped to LEAP standard by the Council
"Play Area Contribution"	means the sum of Fifty Thousand Pounds (£50,000.00) to be used towards the provision of the play equipment within the vicinity of the Site
"Play Area Commuted Maintenance Sum"	means the sum of Thirty Thousand Pounds (£30,000.00) to be paid to the Council for the maintenance of the Play Area
"Play Area Land"	means the land on which the Play Area is situated

"Play Area Supervision Fee"	means the sum of two thousand two hundred and fifty pounds (£2,250.00) to be paid to the Council for the supervision of the Play Area
"Possible Future Accesses"	means those areas of the Site shown coloured purple on the Plan which may be used as future access points to the Site for adjoining development
"Public Art Contribution"	means the contribution for the provision of public art in the Local Area to be calculated in accordance with Schedule Five
"Site"	means the land described in Schedule One
"Services"	means pipes wires sewers drain cables and other works including (if applicable) any underground on line storage facilities and other works
"Solent Disturbance Mitigation Project Contribution"	means a sum to be calculated in accordance with Schedule Five to be paid to the Council towards the implementation of the Solent Disturbance Mitigation Project

"Solent Disturbance
Mitigation Project"

means a project comprising
measures to mitigate cumulative
recreational disturbance of birds
within the Solent and Southampton
Water Special Protection Area where
it occurs within the borough of
Eastleigh

"SUDS"

means Sustainable Urban Drainage
System

"Travel Plan"

means a travel plan to be submitted
to and approved in writing by the
Council which is designed to manage
the demand for transport to and from
the Development and to secure a
modal shift away from the private car
in favour of public transport and other
means of travel

"Travel Plan Sum"

means the sum of Five Thousand
Nine Hundred Pounds (£5,900.00) to
be paid to the Council for the
monitoring and review of the Travel
Plan

"Wheelchair Standard Housing"

means housing which is specifically designed to meet the needs of wheelchair users.

OPERATIVE PROVISIONS :-

1. This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and in consideration of the covenants hereinafter contained
2. The obligations by the Owner in this Deed are deemed to be planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council
- 3.1 the Owner for themselves and their respective successors in title hereby covenant with the Council with the intent of binding the Site so that such covenants shall be enforceable against successors in title and any person claiming through or under them to observe its restrictions and to perform its obligations referred to in Schedules Four to Eleven
- 3.2 the Council hereby agrees that the Owner shall not be liable for any breach of the restrictions and obligations set out in this Deed where such breach arises after the Owner shall have parted with their entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 3.3 The parties hereto hereby agree that where under the terms of this Deed the consent or approval or confirmation of the Council or its officers is required such consent or approval or confirmation shall not be unreasonably withheld or

delayed and the parties hereto shall use their respective reasonable endeavours to raise and answer any queries arising from submission for consents or approvals or confirmations as promptly as reasonably practicable to enable the Council or to make the relevant decision on an informed basis

- 4 The performance of the obligations by the Owner aforesaid shall be subject to the provisos (if any) contained in Schedules Four to Eleven (inclusive)
- 5 This Agreement is a local land Charge and will be registered as such
- 6 The Chargee hereby acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the charge over the Site shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability under the terms of this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner
- 7 The Owner will pay the Council's reasonable legal costs and disbursements and other costs in the preparation and completion of this Deed and the Administration Fee to be paid on completion of this Deed
- 8 Save in respect of any provision herein requiring any disagreement or dispute between the parties to be referred to arbitration if any dispute or difference shall arise between the parties then the following provisions shall apply
 - 8.1 the Dispute or difference may on written notice by any party at any time and served on the other (hereinafter called the "Determination Notice") be referred to and determined by an independent person (hereinafter called the "Independent Person") who shall have been qualified in

respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter

8.2 the Independent Person shall be appointed by agreement between the Owner and the Council or (if within 10 working days after service of the Determination Notice they have been unable to agree) on the application of any relevant party by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf

8.3. the Independent Person to be appointed under this Clause shall act as an expert and the following provisions shall have effect:

8.3.1. the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties to the dispute or disagreement (save in the case of manifest error)

8.3.2. the Independent person shall consider (inter alia) any written representations made on behalf of any party (if made reasonably promptly) but shall not be bound by them

8.3.3. the parties to the dispute or disagreement shall use all reasonable endeavours to procure that the Independent Person shall give his or her decision as speedily as possible;

8.3.4. the cost of appointing the Independent Person and his or her costs and disbursements in connection with his or her duties under this agreement shall be shared between the parties to the dispute or disagreement in such proportions as the Independent Person shall determine, or in the absence of such determination equally between such parties; and

8.3.5. if the Independent Person shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

9. It is agreed between the parties that:

the Council's Contribution Payments to be paid to the Council by the Owner under the terms of this Deed are required to be index linked in this respect each relevant payment shall be increased by the percentage by which the index of Retail Prices Index (excluding mortgages) (RPIX) Published by the Office for National Statistics (or amendment or replacement thereof) increased from the date given below to the date the relevant payment is paid:

- (i) the Public Art Contribution from 1 November 2007
- (ii) the Community Infrastructure Contribution, Off-Site Open Space Contribution, Off-Site Open Space Wildlife Sites Contribution, On-Site Open Space Commuted Maintenance Sum, On-Site Open Space Supervision Fee, On-Site Existing Woodland Commuted Maintenance Sum, On-Site Existing Woodland Supervision Fee, Play Area Contribution, Play Area Commuted Maintenance Sum and Play Area Supervision Fee from 1 January 2008;
- (iii) the Solent Disturbance Mitigation Project Contribution from 1 April 2014; and
- (iii) the Air Quality Monitoring Contribution from the date of this Deed

10 Any person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed

11 The Owner agrees with the Council to give the Council immediate written notice of any change of ownership of any of its interest in the Site occurring before all

the obligations under this Deed have been discharged such notice to give details of the transferees full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12 In this Deed:

12.1. the masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa and references to persons include firms corporations and unincorporated associations;

12.2 a reference to a statute refers to the statute as it applies at the date of this Agreement and any later amendment or re-enhancement of it and any regulations or statutory instrument made under it; and

12.3. a reference to a Clause or Schedule is a reference to a clause or schedule contained in this Agreement

13. This Deed is to be governed by and interpreted in accordance with the law of England and is enforceable in the Courts of England and Wales

INDEX OF SCHEDULES

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SCHEDULE ONE
(Description of Site)

The freehold land on the east side of Providence Hill, Bursledon, Southampton in Hampshire shown for the purpose of identification only edged red on the Plan as the same is registered at the Land Registry with freehold title absolute under Title Number HP744331.

SCHEDULE TWO
(Proposed Development of Site)

Outline application: Erection of up to 62 dwellings, new access from Providence Hill, drainage works, footway link to Dodwell Lane and public open space.

SCHEDULE THREE
(Draft Outline Planning Permission)

Mr Michael Knappett, Bryan Jezeph Consultancy
The Gallery
3 South Street
Titchfield
Fareham
PO14 4DL

Development Management
My ref O/14/74322
Your ref
Please ask for Andy Grandfield
Direct dial 023 8068 8267
Hours of work Mon-Thurs 9-5 Fri 9-4.30
e-mail andy.grandfield@eastleigh.gov.uk

25 September 2014

DRAFT

**Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England)
Order 2010**

Application No. O/14/74322

In pursuance of their powers under the above Act and in accordance with your application received on 31 March 2014, with subsequent amendments dated

19/05/2014, 18/06/14, 28/08/2014

the Council, as Local Planning Authority hereby GRANT OUTLINE PERMISSION for the following:

Description: Outline application: Erection of up to 62 dwellings, new access from Providence Hill, drainage works, footway link to Dodwell Lane and public open space (access only to be considered).

Site: Land At Providence Hill, Bursledon, Southampton,

Subject to due compliance with the following conditions:

- (1) The development hereby permitted shall be implemented in accordance with the following plans numbered: 130219/LP, 130219/RS Rev B, 130219/SL.3 Rev G, 130219/SS/01 Rev A, 1481/01/F, 1541-0001 Rev 1, 130219/SS/02, 020.0058.100 P7. Reason: For the avoidance of doubt and in the interests of proper planning.
- (2) The permission hereby granted is an outline permission with the following matters reserved for the Local Planning Authority's subsequent approval: layout, scale, appearance and landscaping. Applications for the approval of these reserved matters must be made not later than the expiration of 2 years beginning with the date

of this permission. The development hereby permitted shall begin no later than the expiration of one year from the date of approval of the last of the reserved matters to be approved. Reason: To enable the Local Planning Authority to control the development in detail, encourage delivery and comply with Section 92 of the Town and Country Planning Act 1990.

(3) No development shall start until the following details have been submitted to and approved in writing by the Local Planning Authority:

- a) details and samples of the materials to be used in the construction of the external surfaces of the buildings (including fenestration, rainwater goods, meter boxes, fascias and soffits) and hard surfacing
- b) the alignment, height and materials of all walls, fences and other means of enclosure
- c) the details and layout of foul sewers and surface water drains.
- d) plans including cross sections to show proposed ground levels and their relationship to existing levels both within the site and on immediately adjoining land.
- e) the width, alignment, gradient, sight lines and type of construction proposed for any roads footpaths and accesses.
- f) the provision to be made for street lighting and/or external lighting. Lighting shall be designed and located to minimise light spillage and avoid impacting on flight corridors used by bats.
- g) the provision to be made for the parking and turning of vehicles
- h) the provision of street trees
- i) the provision to be made for the storage of refuse and the storage of bicycles
- j) crime prevention measures

The development shall not be occupied until the approved details have been fully implemented and the approved provisions retained and kept available unless otherwise agreed in writing by the Local Planning Authority

Reason: To limit the impact the development has on the locality and to ensure high

(4) The residential development hereby permitted shall not exceed 62 dwelling units.

Reason: It has not been demonstrated that the site has capacity to accommodate more than 62 dwelling units.

(5) No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 100 year (30% climate change allowance) critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion. Reason: To prevent the increased risk of flooding, both on and off site.

(6) No development shall take place until the implementation of a programme of archaeological interest has been secured, in accordance with a Written Scheme of Investigation (WSI) that shall be submitted to and approved in writing by the Local Planning Authority. The WSI shall include provision for the implementation of a programme of archaeological mitigation and on completion of the archaeological

fieldwork, a report will be produced in accordance with an approved programme.

Reason: To assess the extent, nature and date of any archaeological deposits that might be present and the impact of the development upon these heritage assets.

(7) No development shall start until a Code for Sustainable Homes level 4 interim stage certificate and sustainability report demonstrating how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document 'Environmentally Sustainable Development' are to be met have been submitted to and approved in writing by the Local Planning Authority. Reason: To ensure the development meets the requirements of the adopted Supplementary Planning Document 'Environmentally Sustainable Development'.

(8) The development shall not be occupied [unless otherwise agreed in writing by the Local Planning Authority] until a Code for Sustainable Homes level 4 final stage certificate and sustainability report highlighting how all of the essential requirements of the Eastleigh Borough Council adopted Supplementary Planning Document 'Environmentally Sustainable Development' have been met have been submitted to and approved in writing by the Local Planning Authority. Reason: To ensure the development meets the essential requirements of the adopted Supplementary Planning Document 'Environmentally Sustainable Development'.

(9) The development hereby permitted shall not be brought into use/occupied until the associated areas to be shown on the plan to be approved for the parking of vehicles [including those areas marked out on the plan as being unallocated] shall have been made available, surfaced and marked out. The parking area shall then be permanently retained and reserved for that purpose at all times. Reason: To make provision for sufficient parking for the purpose of highway safety.

(10) No burning of materials obtained by site clearance or any other source shall take place during the demolition, construction and fitting out process. Reason: To protect the amenities of the occupiers of nearby properties.

(11) No construction, demolition or deliveries to the site shall take place during the construction period except between the hours of 0800 to 1800 Mondays to Fridays and 0900 to 1300 on Saturdays and not at all on Sundays or Bank Holidays. Reason: To protect the amenities of the occupiers of nearby dwellings.

(12) No development shall start until a scheme of work detailing the extent and type of piling proposed has been submitted to and approved in writing by the Local Planning Authority. The development shall accord with the approved details. Reason: To protect the amenities of the occupiers of nearby properties.

(13) No development shall start until a landscaping scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall cover all hard & soft landscaping [including trees and boundary treatment] and shall provide details of timings for all landscaping and any future maintenance. The works shall be carried out in accordance with the approved plans and to the appropriate British Standard. Reason: In the interests of the visual amenity of the locality and to safeguard the amenities of neighbouring residents.

(14) Details of the construction proposed for the roads and footways within the development including all relevant horizontal cross sections and longitudinal sections showing the existing and proposed levels together with details of street lighting and the method of disposing of surface water and details of the programme of implementation for the making up of the roads and footways must be submitted to and approved by the Local Planning Authority in writing before development of that phase commences. The development must accord with these approved details. Reason: To ensure that the roads are constructed to a standard which will enable them to be taken over as publicly maintainable highways.

(15) The roads and footways must be laid out and made up in accordance with the specification, programme and details approved and in any event shall be so constructed that, by no later than the time any building erected within that phase on the land is occupied, there shall be a direct connection from it to an existing highway. The final carriageway and footway surfacing must be commenced within three months and completed within six months from the date upon which the erection is commenced of the penultimate dwelling hereby permitted. Reason: To ensure that the roads are constructed to a standard which will enable them to be taken over as publicly maintainable highways

(16) No development shall start until details for the on site provision of bin & cycle storage facilities have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the bin & cycle storage has been constructed in accordance with the approved details and thereafter retained and kept available. Reason - To ensure the adequate provision of on site facilities.

(17) No construction or demolition work shall start until a Construction Management Plan that has due regards to the details contained in the Best Practise Guidance - The Control of Dust and Emissions from Construction and Demolition, 2006 (London Authorities), has been submitted to, and approved in writing by, the Local Planning Authority. Demolition and construction work shall only take place in accordance with the approved Construction Management Plan which shall include:

- a) a programme and phasing of the demolition and construction work, including roads, landscaping and open space;
- b) location of temporary site buildings, compounds, construction material and plant storage areas used during demolition and construction;
- c) the arrangements for the routing/ turning of lorries and details for construction traffic access to the site;
- d) the parking of vehicles of site operatives and visitors;
- e) measures to control the emission of dust and dirt generated by demolition and construction;
- f) a scheme for controlling noise and vibration from construction activities (to include piling);
- g) provision for storage, collection, and disposal of rubbish from the development during construction period;
- h) measures to prevent mud and dust on the highway during demolition and construction;
- i) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- j) temporary lighting;

k) protection of trees and ecology (to include Habitats Regulation Assessment requirements)

l) noise generating plant,

m) use of cranes in relation to Southampton Airport. The construction must then be in accordance with the agreed plan for the duration of the construction period.

Reason: To limit the impact the development has on the amenity of the locality the effects of noise as approved in writing by the local planning authority. Reason: In the interests of residential amenity.

(18) No work shall commence on site until the following has been submitted to, and approved in writing by the LPA:

i) a report of Preliminary Investigation comprising a Desk Study, Conceptual Site Model, and Preliminary Risk Assessment documenting previous and existing land uses of the site and adjacent land in accordance with national guidance and as set out in Contaminated Land Report Nos. 11, CLR11, and BS10175:2011 Investigation of potentially contaminated sites - Code of Practice, and, unless otherwise agreed with the LPA,

ii) a Report of a site investigation documenting the ground conditions of the site and incorporating chemical and gas analysis identified as appropriate by the Preliminary Investigation and in accordance with BS10175:2011, and BS 8576:2013 and unless otherwise agreed with the LPA

iii) a detailed site specific scheme for remedial works and measures to be undertaken to avoid the risk from contaminants and/or gases when the site is developed and proposals for future maintenance and monitoring. Such a scheme shall include nomination of a competent person to oversee the implementation of the works. Reason: to ensure ground contamination issues are adequately assessed.

(19) The development hereby permitted shall not be occupied / brought into use until there has been submitted to the LPA verification by the competent person approved under the provisions of condition 20 that any remediation scheme required and approved under the provisions of condition 20(iii) has been implemented fully in accordance with the approved details (unless varied with the written permission of the LPA in advance of implementation).

Unless agreed in writing with the LPA such verification shall comply with the guidance contained in CLR11 and EA Guidance for the Safe Development of Housing on Land Affected by Contamination - R&D Publication 66: 2008. Typically such a report would comprise:

i) a description of the site and its background, and summary of relevant site information,

ii) a description of the remediation objectives and remedial works carried out

iii) verification data, including - data (sample locations/analytical results, as built drawings of the implemented scheme, photographs of the remediation works in progress, etc.

iv) certificates demonstrating that imported and / or material left in situ is free from contamination, gas / vapour membranes have been installed correctly

Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under condition 20. Reason: To ensure appropriate remediation measures are secured.

(20) Prior to the commencement of development, a vehicle routing plan detailing routes to be used for HGVs accessing the site shall be submitted to and approved in

writing by the Local Planning Authority. Implementation must be in accordance with the approved details. Reason: In the interests of highway safety and residential amenity.

(21) Prior to the commencement of the development hereby permitted, full details of all the crossing points on roads/pathways which are required to maintain ecological continuity along the water courses shall be submitted to and approved in writing by the Local Planning Authority. Implementation shall be in accordance with the approved details. Reason: To protect ecological interests on the site.

(22) The garages provided shall only be used for the purpose of parking private motor vehicles in connection with the residential use of the properties and shall not, at any time, be used for living accommodation, business, commercial or industrial purposes. Reason: To ensure the adequate provision of on site parking for the purpose of highway safety

(23) Prior to the commencement of the development hereby permitted, a Construction Environmental Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This report shall include the following information:

- i) Risk assessment of potentially damaging construction activities.
 - ii) Identification of biodiversity protection zones.
 - iii) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
 - iv) The location and timing of sensitive works to avoid harm to biodiversity features.
 - v) The times during construction when specialist ecologists need to be present on site to oversee works.
 - vi) Responsible persons and lines of communication.
 - vii) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
 - viii) Use of protective fences, exclusion barriers and warning signs. The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.
- Implementation shall be in accordance with the approved details. Reason: To protect the ecological interests on the site.

(24) No development shall start until: a) A plan has been submitted to the Local Planning Authority showing a line of protective fencing around all trees not scheduled for removal. The fencing shall be in accordance with the appropriate British Standard. b) A site meeting has taken place where a representative from the Local Planning Authority has inspected and approved the fencing and signed the card which accompanies this decision notice. Once approved no access by vehicles, storage or use of machinery, equipment or materials shall take place within the fenced area. The fencing shall be retained in its approved form for the duration of the work. Reason: To retain and protect the existing trees which form an important part of the amenity of the locality.

(25) No vegetation clearance shall occur on site during the bird nesting season

[between 1st March & 31st August] unless in accordance with a strategy approved by the local planning authority and supervised by an appropriately qualified ecologist. Reason: To prevent harm to breeding birds.

- (26) A Bat activity survey meeting the Bat Conservation Trust's Bat Survey Good Practice Guidance 2nd edition will be undertaken before construction commences and submitted as part of the first reserved matters application. Bat activity will then be monitored with further activity surveys being undertaken two years after occupation.

Reason To ensure that all bat roosts and foraging corridors are identified and protected from disturbance or mitigated within the final development.

- (27) Bat climbing and/or endoscope surveys will be undertaken on any trees with bat potential that are to be felled or on which work is to be undertaken before works commence or within the first reserved matters application whichever is earliest. If bat roosts are found appropriate mitigation measures should be submitted with the surveys. Reason To ensure all bat roosts are protected from harm.

- (28) A hazel dormouse survey, following the methodology contained within Natural England's Hazel Dormouse Standing Advice, will be undertaken and the results and avoidance, mitigation, compensation and monitoring measures for any impacts will be submitted as part of the first reserved matters application. Reason To ensure that dormouse presence/absence is ascertained and populations protected from impacts if relevant

- (29) The development must accord with the Ahern Ecology Habitat creation, restoration, management and monitoring strategy (June 2014). Reason To ensure gains for biodiversity

- (30) A habitat creation, translocation and monitoring plan will be prepared either as part of the Habitat Creation, Restoration, Management and Monitoring strategy for the whole site or a stand alone document before construction commences. Reason To ensure the reptile population are protected within the development.

Note to Applicant: It is considered that, subject to compliance with the conditions and any obligations attached to this permission, the proposed development is acceptable because it will not materially harm the character of the area, the amenity of neighbours or highway safety and it is in accordance with the policies and proposals of the development plan, comprising the Eastleigh Borough Local Plan Review [2001-2011], and after due regard to all other relevant material considerations including the National Planning Policy Framework and the Pre-Submission Eastleigh Borough Local Plan [2011-2029] the local planning authority is of the opinion that permission should be granted.

The following development plan saved policies and emerging draft local plan policies are relevant to this decision and the conditions attached to it:

Eastleigh Borough Local Plan Review (31) Saved Policies: 1.CO, 3.CO, 18.CO, 25.NC, 26.NC, 28.ES, 30.ES, 34.ES, 35.ES, 37.ES, 45.ES, 59.BE, 74.H, 100.T, 102.T, 104.T, 147.OS, 165.TA, 168.LB, 190.IN

Pre-Submission Eastleigh Borough Local Plan 2011-2029 Policies: S1, S2, S3, S5,

S6, S7, S8, S9, DM1, DM2, DM3, DM6, DM7, DM8, DM9, DM10, DM23, DM24, DM28, DM37, BU1

In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, Eastleigh Borough Council takes a positive approach to the handling of development proposals so as to achieve, whenever possible, a positive outcome and to ensure all proposals are dealt with in a timely manner.

Under the Town and Country Planning [England] Regulations 2012, a fee is now required for Discharge of Condition Applications. N.B. Conditions not fully discharged, invalidate the planning permission.

Note to Applicant:

The applicant/developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire, SO21 2SW (44) or www.southernwater.co.uk

A formal application for connection to the water supply is required in order to service this development. Please contact Atkins Ltd, Anglo St James House, 39A Southgate Street, Winchester, SO23 9EH (tel: 01962 858688) or www.southernwater.co.uk

Due to changes in legislation that came into force on 1st October 2011 regarding the future ownership of sewers it is possible that a sewer now deemed to be public could be crossing the site. Therefore, should any sewer be found during construction works, an investigation of the sewer will be required to ascertain its condition, the number of properties served and potential means of access before any further works commence on site. The applicant is advised to discuss the matter further with Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire, SO21 2SW (tel: 0330 303 0119) or www.southernwater.co.uk

L O'Driscoll

Louise O'Driscoll
Head of Development Management

N.B. SEE ENCLOSED NOTES (POL)

SCHEDULE FOUR

(Notification)

1. The Owner shall notify the Council and the County Council in writing or procure that they are so notified each of the following events within 21 days of such event occurring:
 - 1.1. Commencement of Development
 - 1.2. Completion of the 30th Dwelling of the Site
 - 1.3. Occupation of the 1st Dwelling of the Site
 - 1.4. Occupation of the penultimate Dwelling on the Site

SCHEDULE FIVE
(The Contribution Payments)

Part 1 – Council's Contribution Payments

1. The Council's Contribution Payments shall be calculated as follows:
 - 1.1 The Air Quality Monitoring Contribution shall be calculated as One Hundred Pounds (£100.00) per Dwelling
 - 1.2 The Public Art Contribution shall be calculated as Three Hundred Pounds (£300.00) per Dwelling
 - 1.3 The Solent Disturbance Mitigation Project Contribution shall be calculated as One Hundred and Seventy Two Pounds (£172.00) per Dwelling
 - 1.3 The Community Infrastructure Contribution shall be calculated as follows:

£900.00	per 1 bed Dwelling
£1,020.00	per 2 bed Dwelling
£1,380.00	per 3 bed Dwelling
£1,800.00	per 4 bed Dwelling
£2,100.00	per 4+ bed Dwelling
 - 1.4 The Off-Site Public Open Space Contribution shall be calculated as follows:

£494.10	per 1 bed Dwelling
£560.35	per 2 bed Dwelling
£725.05	per 3 bed Dwelling
£988.93	per 4 bed Dwelling
£1,153.63	per 5+ bed Dwelling

- 1.5 The Off-Site Public Open Space Wildlife Sites Contribution shall be calculated as follows:

£55.82	per 1 bed Dwelling
£63.35	per 2 bed Dwelling
£81.96	per 3 bed Dwelling
£111.65	per 4 bed Dwelling
£130.34	per 5+ bed Dwelling

- 1.6 The On-Site Open Space Land shall be calculated as follows (in gross square metres):

42.75	per 1 bed Dwelling
48.45	per 2 bed Dwelling
62.7	per 3 bed Dwelling
85.5	per 4 bed Dwelling
99.75	per 4+ bed Dwelling

- 1.7 The On-Site Existing Woodland Commuted Maintenance Sum shall be calculated with the base contribution of Seven Hundred and Fifty Pounds (£750.00) per 100 square metres.

- 1.8 The On-Site Existing Woodland Supervision Fee shall be 7.5% of the On-Site Existing Woodland Commuted Maintenance Sum calculated in accordance with paragraph 1.7 above.

- 1.9 The On-Site Open Space Commuted Maintenance Sum shall be calculated with the base contribution of Seventy Thousand Four Hundred and Sixty One Pounds and Sixty Pence (£70,461.60) per hectare of On-Site Open Space Land.

1.10 The On-Site Open Space Supervision Fee shall be 7.5% of the On-Site Open Space Commuted Maintenance Sum calculated in accordance with paragraph 1.9 above.

2. Prior to Commencement of Development of the Site the Owner shall pay to the Council the Council's Contribution Payments.
3. Not to Commence or cause to be Commenced Development on the Site until the Contribution Payments referred to in Paragraph 1 of this Part of this Schedule together with the Travel Plan Sum shall have been paid to the Council with the exception of the On-Site Open Space Commuted Maintenance Sum, the On-Site Open Space Supervision Fee, the Play Area Contribution, the Play Area Supervision Fee, the On-Site Existing Woodland Commuted Maintenance Sum the On-Site Existing Woodland Supervision Fee which shall be payable in accordance with the provisions of Schedule Seven.

SCHEDULE SIX
(Affordable Housing)

1. The Owner hereby covenants that
 - 1.1 prior to Occupation of any Dwelling on the Site to provide the land for no less than 35% of the overall number of Dwellings constructed on the Site for Affordable Housing (and if the Development proceeds in phases to ensure that each phase has land provided for a minimum of 35% Affordable Housing Dwellings out of the total number of housing units constructed or to be constructed on the relevant phase)
 - 1.2 The Affordable Housing Dwellings provided will be a representative mix of those being provided on the open market on the Site and such mix to be approved by the Council's Head of Housing Services. The mix will include no less than 3% Wheelchair Standard Housing. The Council reserves the right to vary the mix of Affordable Housing Dwellings and tenures having regard to the levels of funding available at the time of construction.
 - 1.3 The Affordable Housing Dwellings must be developed to lifetime homes standards and in accordance with the current HCA Design and Quality Standards or such other standards that shall be in force at the date of the contract being entered into in addition to any specific requirements of the Affordable Housing Provider.
 - 1.4 When constructed the Affordable Housing Dwellings shall be transferred to the Affordable Housing Provider on the basis of a calculation of free serviced land and reasonable build cost and should a dispute arise the provisions of Clause ⁸ ~~7~~ of the Operative Provisions of this Deed shall

apply PROVIDED ALWAYS that this clause 1.4 shall not prevent the Owner from transferring the land upon which the Affordable Housing Dwellings are to be built to an Affordable Housing Provider prior to construction of the said Affordable Housing Dwellings and simultaneously entering into a contract with the Affordable Housing Provider to construct the Affordable Housing Dwellings on the land so transferred

- 1.5 subject to Paragraph 1.6 of this Schedule the land that is to comprise the 35% Affordable Housing Dwellings shall be transferred to the Affordable Housing Provider:

1.5.1 for an estate in fee simple in possession

1.5.2 with full title guarantee but subject to modifications as the Owner reasonably requires

1.5.3 subject to the matters specified in the Property and Charges Registers of Title Number HP744331 (other than entries securing monies) and the terms of this agreement so far as the same relate to and affect the land to be transferred but otherwise free from encumbrances

1.5.4 with all main services (which shall include gas, electric, water, main drainage and telephone services) provided into the transferred land

1.5.5 with vehicular and pedestrian access and all necessary rights of way to the boundary of the transferred land together with and

subject to such other rights covenants restrictions declarations agreements and other matters reasonably required by the Owner to be included in any transfer of the Affordable Housing Land and which are reasonably necessary having regard to the Owner's development of the remainder of the Site

- 1.6 In the event of an agreement not being reached with the Affordable Housing Provider with regard to the construction costs of the Affordable Housing Dwellings to transfer the interest in the Site upon which the Affordable Housing Dwellings would have been constructed to a further Affordable Housing Provider as the Council nominates in writing within 28 days of written request from the Owner requesting the Council to so nominate and in the event after a further period of three months of the Affordable Housing Land being made available no agreement has been reached with regard to the Construction Costs of the Affordable Housing Dwellings the Owner shall be at liberty to transfer the interest in the Affordable Housing Land to any Affordable Housing Provider as the Owner shall determine at nil cost.
- 1.7 When constructed the Owner shall procure that the Affordable Housing Dwellings are constructed in clusters (such clusters not to exceed 10-15 units or such other numbers as is approved by the Head of Housing Services) and to agree the location of each cluster with the Council prior to Commencement of Development of each phase of the Site the Council's agreement to the same not to be unreasonably withheld or delayed.
- 1.8 The Affordable Housing Dwellings constructed on the Affordable Housing Land will not be used for any purpose other than as Affordable Housing

to rent and/or Affordable Housing subject to a shared ownership or shared equity scheme (save that such an obligation shall not apply to a mortgagee in possession or chargee (or to a receiver appointed thereby) of an Affordable Housing Provider to which the freehold or long leasehold of the Affordable Housing Land and/or Affordable Housing Dwellings has been transferred or on a sale to a tenant exercising their right to acquire or purchase under a statutory power or to a shared ownership or shared equity owner acquiring such percentage that will take their ownership to 100% of a property subject to a shared ownership or shared equity lease (or to a mortgagee in possession) or to the successors in title to such persons).

- 1.9 Not to Occupy or permit Occupation of any of the Private Residential Dwellings constructed on the Site (being residential dwellings other than the Affordable Housing Dwellings) until such time as the Nominations Agreement where no such nomination rights currently exist, has been entered into by the Affordable Housing Provider with the Council and such Nominations Agreement shall be in the terms approved by the Council and unless such Occupation is in accordance with the following provisions of Paragraph 1.10 of this Schedule hereto
- 1.10 For every 7 Affordable Housing Dwellings constructed on the Site for which land is transferred to an Affordable Housing Provider up to 14 private residential Dwellings constructed on the Site may be Occupied.
- 1.11 The calculation in sub-clause 1.10 above shall be adjusted on a pro rata basis in the event of the transfer of Affordable Housing Dwellings other than in multiples of 7

- 1.12 The Owner shall have the right to apply to the Council to seek the Council's approval to a different method of calculation from that set out in sub-clause 1.10 above and on receipt of any such application the council shall not unreasonably withhold or delay its approval to the same.
- 1.13 If the Owner constructs more Dwellings on the Site for which planning permission is obtained under the Planning Permission then additional Affordable Housing Dwellings shall be provided on the basis of providing the required 35% out of the total number to be constructed and the above provisions of this Schedule shall so far as applicable apply to the Affordable Housing Dwellings (if any) provided pursuant to this paragraph.

SCHEDULE SEVEN

(On-Site Open Space Land and Play Area)

1. Prior to Commencement of the Development the Owner shall submit to the Council for the Council's approval a specification ("the Approved Specification") detailing the layout landscaping and maintenance for the On-Site Open Space Land and the Play Area Land
2. Prior to completion of the 30th Dwelling constructed on the Site to lay out the On-Site Open Space and the Play Area Land in accordance with the Approved Specification
3. To include on all plans, marketing literature and references to the Open Space Land and the Play Area Land a statement that the land will include an equipped children's play area.
4. To pay to the Council the On-Site Open Space Supervision Fee, Play Area Contribution and the Play Area Supervision Fee on commencement of such laying out of the Open Space Land and Play Area Land
5. On satisfactory completion of the laying out of the On-Site Open Space Land and Play Area Land in accordance with the Approved Specification to the satisfaction of the Council the On-Site Open Space Land and Play Area Land shall be maintained by the Owner to the satisfaction of the Council for a period of twelve months commencing on the date that completion of the layout is confirmed by the Council in writing during which time (or as soon as is

reasonably practical thereafter) defects properly identified by the Council shall be made good by the Owner

6. On expiry of the 12 months maintenance period and prior to Occupation of the penultimate Dwelling on the Site, the On-Site Open Space Land and the Play Area Land, subject to a satisfactory final inspection, shall be transferred to the Council (or such body or persons nominated by the Council) on the following terms:-

- 6.1 the transfer of such On-Site Open Space Land and Play Area Land shall be in consideration of the sum of £1.00 and shall be subject to a covenant in favour of the Owner not to use the Open Space Land otherwise than in accordance with the Open Spaces Act 1906
- 6.2 vacant possession shall be given on completion;
- 6.3 for an estate in fee simple in possession;
- 6.4 with full title guarantee;
- 6.5 subject to the matters specified in title number HP744331 (other than entries securing monies) and the terms of this Agreement so far as the same relate to and affect the On-Site Open Space Land and Play Area Land;
- 6.6 with all necessary rights of access and drainage;
- 6.7 subject to any easements wayleaves covenants and rights over on or under in respect of such On-Site Open Space Land and Play Area Land

7. To pay to the Council the On-Site Open Space Commuted Maintenance Sum, Play Area Commuted Maintenance Sum and On-Site Existing Woodland Commuted Maintenance Sum on completion of the transfer to the Council of the On-Site Open Space Land and the Play Area Land
8. The Owner will be responsible for the Council's reasonable legal costs and disbursements incurred by the Council in connection with the transfer to the Council of the On-Site Open Space Land and the Play Area Land
9. The Council shall be entitled at its own discretion to move the Play Area to an area within future adjoining developments provided that any re-siting of the Play Area shall be at the cost of the Council and for the avoidance of doubt the Play Area Contribution, Play Area Maintenance Commuted Sum and Play Area Supervision Fee shall not be repayable in the event that the Play Area is re-sited.

SCHEDULE EIGHT

(Highway Works)

1. Prior to Occupation of any Dwelling on the Development the Owner covenants that it shall enter into a Highway Works Agreement with the County Council for the Highway Works as per the approved Highway Works Specification
2. The Owner shall at its own expense carry out and complete the Highway Works in a good and workmanlike manner in accordance with the Highway Works Agreement
3. The Owner shall not Occupy any Dwelling on the Site unless and until the Highway Works have been completed to the satisfaction of the County Council

SCHEDULE NINE

(Travel Plan)

1. The Owner hereby covenants with the Council:
 - 1.1 Not to Commence any part of the Development until the Travel Plan Sum has been paid to the Council and further to notify the Council that such payment has been made with 14 days of such payment
 - 1.2 Not to Occupy the first Dwelling of the Development until the Travel Plan has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)
 - 1.3 In the event that the Council declines to approve the Travel Plan to submit a revised Travel Plan as requested by the Council to the Council within a further period of one month from receipt by the Owner of the Council's notification of the Travel Plan not being acceptable and the revised Travel Plan shall address the Council's reason for refusal. This process shall be repeated as often as necessary until the Travel Plan is approved in writing by the Council
 - 1.4 Not to Occupy any part of the Development until appointing and funding a suitably qualified Travel Plan co-ordinator(s) with the responsibilities and duties set out in the Travel Plan and to ensure that the Council is notified of the identity of the Travel Plan co-ordinator(s) immediately following their nomination and that any changes in their nomination or responsibilities are notified to the Council immediately.
 - 1.5 The Travel Plan co-ordinator(s) shall be retained for five (5) years from Occupation of the first Dwelling

- 1.6 Once approved by the Council to implement the Travel Plan in accordance with the programme of implementation set out in the Travel Plan
- 1.7 To produce and submit to the Council the Annual Performance Report in respect of the Travel Plan (which shall include as appropriate the remedies required as set out in the Travel Plan) for approval in writing in respect of the Development in accordance with the Travel Plan. In the event that the Annual Performance Report is submitted which does not in the opinion of the Council achieve the objectives and/or targets of the Travel Plan to submit proposals and/or remedies to the Council in writing for the Council's approval. This process shall be repeated as often as necessary until such revised proposals and/or remedies to the Travel Plan are approved by the Council
- 1.8 To implement the Travel Plan and any modifications arising from the Annual Performance Report approved in writing by the Council
- 1.9 To submit a copy of any modified Travel Plan (following the Annual Performance Report or otherwise) approved by the Council
- 1.10 The matter to be included within the Travel Plan may be subject to variation by agreement with the Council

**Schedule Ten
(No Ransom Strips)**

1. The Owner shall procure that Possible Future Accesses to the adjoining land are retained until such time as the exact location of such accesses are agreed by the Council as part of the reserved matters application(s_ made pursuant to the Planning Permission
2. In the event of any future requirement by the Council for any estate road network, footpath or bridleway to connect into and use any estate road network, footpath or bridleway within the Development then subject to all necessary and requisite approvals having been obtained the Owner shall permit such connections and access without seeking any payment for the same.

Schedule Eleven
(Sustainable Urban Drainage System)

1. The Owner shall not Commence Development until a plan detailing the SUDS shall have been submitted to and approved in writing by the Council ("the Approved SUDS Plan"). The Approved SUDS Plan shall include the following:
 - 1.1. A management and maintenance plan for SUDS for the lifetime of the Development (including but not limited to) the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the effective operation of the SUDs system during the lifetime of the Development
 - 1.2. Arrangements for surface water drainage
 - 1.3. A timetable for implementation of SUDS
2. The Approved SUDS Plan shall be implemented and the SUDS shall thereafter be managed and maintained in accordance with the Approved SUDS Plan

In Witness whereof the parties hereto have today executed and delivered this agreement as a Deed

EXECUTED as a DEED by affixing)
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:)



[REDACTED]
Head of Legal and Democratic
Services

SIGNED as a DEED by)
JOHN HENRY GARRETT)
in the presence of:)



Witness Signature: [REDACTED]
Name: ELIZABETH HUGHES
Occupation: TRAINEE SOLICITOR
Address: 46 THE AVENUE
SOUTHAMPTON
SO17 1AX

SIGNED as a DEED by
CONSTANCE
~ PATRICIA GARRETT
in the presence of:

)
)
)

Witness

Signature:

Name:

Occupation:

Address:

ELIZABETH HUGHES

TRAINEE SOLICITOR

46 THE AVENUE

SOUTHAMPTON

SO17 1AX

SIGNED as a DEED by
MARK JOHN GARRETT
in the presence of:

)
)
)

Witness

Signature:

Name:

Occupation:

Address:

ELIZABETH HUGHES

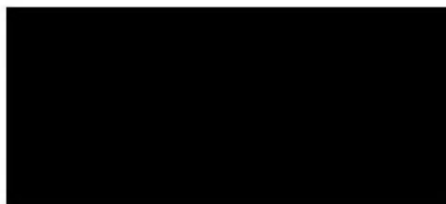
TRAINEE SOLICITOR

46 THE AVENUE

SOUTHAMPTON

SO17 1AX

SIGNED as a DEED by
DEREK LESLIE GARRETT
in the presence of:



Witness

Signature:



Name:

ELIZABETH HUGHES

Occupation:

TRAINEE SOLICITOR

Address:

46 THE AVENUE

SOUTHAMPTON

SO17 1AX

EXECUTED as a DEED by

)

BRYAN JEZEPH CONSULTANCY

)

LIMITED acting by:-

)



Director

Director/Secretary