DATED 21 April 2016

EDWARD IVAN BASTIAN,
RICHARD WAYNE BASTIAN and LYNDA RAMSEYER

and

GLADMAN DEVELOPMENTS LIMITED

UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to land off Bubb Lane, West End Hampshire

THIS UNDERTAKING is GIVEN on 2016

BY

(1) EDWARD IVAN BASTIAN and RICHARD WAYNE BASTIAN both of Berrywood Farm, Bubb Lane, West End, Southampton S033 3HL and LYNDA RAMSEYER of Pullinger Farm, Hattingley, Medstead, Alton, Hampshire GU34 5NQ ("the Owner")

(2) GLADMAN DEVELOPMENTS LIMITED (Company Registration Number 03341567) whose registered office is at Gladman House Alexandria Way Congleton Cheshire CW12 1LB ("the Promoter")

IN FAVOUR OF

(3) EASTLEIGH BOROUGH COUNCIL of Eastleigh House Upper Market Street Eastleigh Hampshire SO50 9YN ("the Council")

(4) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire SO23 8UJ ("the County Council")

RECITALS

(1) The Council is the local planning authority and the County Council is the county 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

(3) The County Council is the Highway Authority and Education Authority for Hampshire

(4) The Promoter has by written application numbered O/14/75166 and dated 29 August 2014 applied to the Council for Outline Planning Permission for the Development of the Site. On 12 March 2015 the Council refused to grant the Planning Permission and the Promoter has made the Appeal to the Secretary of State.

(5) The Owner and the Promoter have agreed to enter into this Deed with the intention that the obligations contained in this Deed will mitigate the impact of the Development in the event that the Appeal is allowed.

(Definitions)

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Housing"	means low cost housing comprising 35% of the Dwellings of which 65% shall be offered for rent and 35% shall be offered for sale including shared equity or shared ownership schemes
"Affordable Housing Dwellings"	means those Dwellings to be provided for Affordable Housing in accordance with Schedule Five
"Affordable Housing Land"	means the land to be provided for Affordable Housing in accordance with the Affordable Housing Scheme .
"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

"Affordable Housing Scheme" means a scheme submitted in accordance with Schedule 5 of this Deed which shall include details of: (i) the numbers, type (for the avoidance of doubt 3% of the Affordable Housing Dwellings (rounded up to the nearest whole number) shall be constructed so as to be Wheelchair Standard Housing), tenure and location on the Site of the Affordable Housing, and (ii) the timing of the construction of the Affordable Housing and its phasing in relation to the occupancy of the Market Housing Units, and (iii) the arrangements for the transfer of the Affordable Housing to an Affordable Housing Provider, and (iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing, and (v) the occupancy criteria to be used for

	determining the identity of the occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced and (vi) the arrangements to ensure the rights for the Council to nominate persons from the Council's housing register
"Appeal"	means the appeal against the refusal of the Application allocated reference number APP/W1715/W/15/3063753
"Application"	means the application submitted to the Council for the Development with reference O/14/75166
"Artist"	means a professional artist to design and implement the Public Art
"Charging Schedule"	means a charging schedule as detailed in Regulation 2(1) of the CIL Regulations
"CIL Date"	means the date upon which the first Charging Schedule comes into effect in the area in which the Development is situated

"CIL Liability"	means the amount imposed as 'CIL' (as that acronym is defined in the CIL Regulations) including where applicable the combined CIL for each Phase of Development
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"Commencement of Development"	means the carrying out in relation to the Development of any Material Operation as defined by section 56 (4) of the Act but disregarding for the purposes of this Deed and for no other purposes, the following operations: - Site clearance; - Site preparation; - Archaeological investigations and evaluation; - Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination; - Ground investigations; - Site survey works; - Temporary access construction works; - Laying and diversion of services

- Erection of any fences and hoardings and any other site security works

and the expression "commenced" "commencement" "commencing" and "commences" shall be construed accordingly

"Community Infrastructure Contribution"

means a contribution in the sum of Four Hundred and Eighty Two Thousand and Five Hundred Pounds (£482,500.00) indexed linked from and including 1 January 2015 in accordance with Clause 9.2 of this Deed and comprising:

- one hundred and twenty five thousand pounds (£125,000) for the extension (equivalent to 1 consulting room) to West End Surgery, Moorgreen Road;
- two hundred and fifty thousand pounds (£250,000) towards an upgrade to the Swimming Pool roof and spectator seating at Wildern Leisure Centre;
- seventy two thousand pounds (£72,000) towards improvements to the car park, main entrance, external doors

and toilet area at Hilldene Community Centre;

- five thousand five hundred pounds (£5,500) towards development of a coffee lounge at Youthouse; and
- thirty thousand pounds (£30,000) towards installation of a modern toilet facility at West End Parish Centre

"Council's Contribution Payments" means the payments to be made to the Council pursuant to the terms of this Deed in respect of:

(i) the Community Infrastructure Contribution;

(ii) Moorgreen Meadows Recreational Impact Mitigation Contribution;

(iii) Moorgreen Meadows Nitrogen Deposition Impact Mitigation Contribution;

(iv) the Off-Site Open Space District Parks/Playing Fields Contribution;

(v) the Public Art Contribution; and

(vi) the Solent Recreation Mitigation Partnership Contribution

all index linked in accordance with clause 9.2 of this Deed

"County Council Contribution Payments" means the payments to be made to the County Council pursuant to the terms of this Deed in respect of:

(i) the Sustainable Integrated Transport Contribution;

(ii) the Primary Education Contribution;

(iii) the Secondary Education Contribution;

(iv) the Travel Plan Monitoring Fee;

(v) the Travel Plan Approval Fee;

(vi) the Travel Plan Contribution; and

(vii) the Traffic Regulation Order Contribution

all index linked in accordance with clause 9 of this Deed

"Decision Letter" means the decision letter issued by the Planning Inspector or the

	Secretary of State confirming whether or not the Appeal is allowed
"Default Interest Rate"	means 4% above the base lending rate of National Westminster Bank PLC from time to time
"Development"	means the development described in Schedule Two
"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
"Education Contribution"	means together the Primary Education Contribution and the Secondary Education Contribution
"Infrastructure"	has the meaning ascribed in Section 216(2) of the Planning Act 2008
"Local Area"	means the areas of Hedge End, West End and Botley within the Borough of Eastleigh
"Management Entity"	means the body or bodies nominated in writing to the Council to manage

	and maintain the On-Site Open Space Land and Play Areas Land
"Market Housing Units"	means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing
"Moorgreen Meadows Nitrogen Deposition Impact Mitigation Contribution"	means a contribution to be paid to the Council in the sum of Eleven Thousand Six Hundred and Fifty Pounds (£11,650.00) indexed linked from and including 1 January 2015 in accordance with Clause 9.2 of this Deed to be used towards woodland enhancement within the Moorgreen Meadows SSSI
"Moorgreen Meadows Recreational Impact Mitigation Contribution"	means a contribution to be paid to the Council in the sum of Nineteen Thousand Nine Hundred and Seventy Five Pounds (£19,975.00) indexed linked from and including 1 January 2015 in accordance with Clause 9.2 of this Deed comprising:

- nine thousand nine hundred and seventy five pounds (£9,975) towards a footbridge and fencing works to facilitate access for maintenance of the Moorgreen Meadows SSSI; and
- ten thousand pounds (£10,000) towards measures to reduce pressure and harmful impacts on the Moorgreen Meadows SSSI including dog waste bins, signage and fencing

"Occupation" and "Occupied"	means occupation or occupied by residents and reference to "Occupy" shall be construed accordingly
"On-Site Open Space Land"	means an area of not less than 9.9 hectares of public open space to be provided on the Site
"Off-Site Open Space District Park/Playing Fields Contribution"	means a contribution in the sum of Three Hundred and Fifty Three Thousand Eight Hundred Pounds (£353,800) index linked from and

including 1 January 2008 in accordance with clause 9.2 of this Deed comprising:

- forty three thousand eight hundred pounds (£43,800) towards upgrading Moorgreen Recreation Ground or Barnsland Recreation Ground to accommodate one junior playing pitch;
- three hundred thousand pounds (£300,000) towards an artificial football pitch at Wildern School; and
- ten thousand pounds (£10,000) towards the upgrading the surface and fencing for the tennis court at Moorgreen Recreation Ground

"Owner" means the persons described herein as the Owner and their respective successors in title to the Site

"Phase of Development" means a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject.

"Plan"	means the Plan annexed hereto
"Planning Inspector"	means the inspector appointed by the Secretary of State to preside over the public inquiry in relation to the Appeal
"Planning Permission"	means outline planning permission for the Development the subject of the Application which may be granted by the Secretary of State pursuant to the Appeal
"Play Areas"	means two areas of land within the On-Site Open Space Land for children's play to be secured with fencing in accordance with the Approved Specification defined in paragraph 1 of Schedule Six one area to be equipped to LEAP standard and the other area to be equipped to LAP standard
"Play Areas Land"	means the land on which the Play Areas are situated
"Primary Education Contribution"	means a contribution in the sum calculated using the following formula:

A x B

Where

A is the aggregate number of Dwellings referred to in the reserved matters approval relating to the Planning Permission that is implemented for the purposes of S.56 (4) of the Act; and

B is Five Thousand and Fifty Seven Pounds (£5,057)

index linked from and including 1 December 2011 in accordance with clause 9.1.1 of this Deed towards the expansion of primary education facilities at St James Primary School in the Local Area which will serve the Development

"Promotion Agreement" means an agreement for the promotion of the Site dated 16 April 2014 made between (1) the Owner and Jean Patricia Bastian and (2) the Promoter

"Public Art" means the provision of Art within the On-Site Open Space Land which may include:

- links to and enhancements of the Strawberry Trail by way of interpretation boards, way finding, and/or seat resting points;
- enhancements to cycle routes/pedestrian routes;
- enhancements to the On-Site Open Space;
- links to Dowd's Farm; and/or
- links to the countryside

and referred to in Schedule Seven

"Public Art Contribution" means a contribution in the sum of Ninety Eight Thousand Four Hundred pounds (£98,400.00) index linked from and including 1 November 2007 in accordance with Clause 9.2 of this deed towards the provision of Public Art within the Local Area

"Public Art Steering Group" means a steering group to be responsible for the implementation and completion of the Public Art with such members to include

- Relevant planning officer for the Council
- Representative of the Owner

- Chair and / or Vice Chair or such other representatives of the Local Area Committee of the Council
- Chair and / or Vice Chair or such other representative of the Local Area Committee of the relevant parish council
- The Council's public art officer

together with such other persons as agreed in writing by the above members of the steering group

"Relevant Agreement" means an agreement to secure planning obligations under section 106 of the Act and which relates to planning permission granted for development where such agreement has been entered into on or after 6 April 2010 and 'Relevant Agreements' shall be construed accordingly

"Relevant Date" means the date prescribed by paragraph (b) of the definition of 'relevant determination' in Regulation 123(4) of the CIL Regulations in respect of a determination of an application for planning permission being 6 April 2015 or any other date

as may be prescribed in Regulation 123(4) of the CIL Regulations or by the Secretary of State as the case may be

"Secondary Education Contribution" means a contribution in the sum calculated using the following formula:

A x B

Where

A is the aggregate number of Dwellings referred to in the reserved matters approval relating to the Planning Permission that is implemented for the purposes of S.56 (4) of the Act; and

B is Six Thousand Nine Hundred and Ninety Pounds (£6,990) index linked from and including 1 December 2011 in accordance with clause 9.1.1 of this Deed towards the provision of secondary education facilities at Horton Heath.

"Secretary of State" means the Secretary of State for Communities and Local Government or any other minister or authority for the time being entitled to exercise the

	powers given under sections 77, 78 and 79 of the Act
"Services"	means pipes wires sewers drains cables and other works including (if applicable) any underground on line storage facilities and other works
"Site"	means the land described in Schedule One
"Solent Recreation Mitigation Partnership"	means the partnership of South Hampshire local authorities and other organisations which has been established to implement measures to mitigate cumulative recreational disturbance of birds within the Solent and Southampton Water Portsmouth Harbour and Chichester and Langstone Harbour Special Protection Areas
"Solent Recreation Mitigation Partnership Contribution"	means a contribution to be paid to the Council in the sum of Fifty Seven Thousand and Seventy Two Pounds (£57,072.00) index linked from and including 1 April

2015 in accordance with Clause 9.2 of this Deed to be used towards funding the work of the Solent Recreation Mitigation Partnership

"Sustainable Integrated Transport Contribution"

means a contribution in the sum of Four Hundred and Twelve Thousand Pounds (£412,000.00) index linked from and including 1 November 2015 in accordance with clause 9.2 of this Deed in respect of sustainable transport measures to be used towards the provision of:

- Controlled crossing on Tollbar Way (£50,000);
- Footway/cycleway improvements between Bubb Lane and Burnetts Lane (£50,000);
- Bus service infrastructure on Moorgreen Road and Tollbar Way (£47,000);
- Accessibility improvements between the Site and West End Village Centre (£70,000);
- improvements to the Tollbar Way / Charles Watts Way / Turnpike Way roundabout junction (£120,000);

- improvements to the Moorgreen Road / Botley Road / High Street junction and the High Street / Telegraph Road junction (£70,000); and
- travel plan measures for St James Primary School (£5,000)

"Traffic Regulation Order Contribution"	means a contribution in the sum of Ten Thousand Pounds (£10,000.00) indexed linked from and including the date of this Deed in accordance with Clause 9.1.2 of this Deed towards a traffic regulation order to lower the speed limit on Bubb Lane and Moorgreen Road
"Travel Plan"	means a travel plan submitted and approved in accordance with the Planning Permission
"Travel Plan Approval Fee"	means the sum of £1,500 index linked from and including the date of this Deed in accordance with Clause 9.1.2 of this Deed payable by the Owner to the County Council towards the costs incurred or to be incurred

	by the County Council in approving the Travel Plan
"Travel Plan Contribution"	means the sum of Fifteen Thousand Pounds (£15,000.00) index linked from and including the date of this Deed in accordance with clause 9.1.2 of this Deed to be paid to the County Council in accordance with the provisions of Schedule Eight for the monitoring and review of the Travel Plan
"Travel Plan Monitoring Fee"	means the sum of Eleven Thousand Five Hundred Pounds (£11,500) index linked from and including the date of this Deed in accordance with clause 9.1.2 of this Deed to be paid to the County Council for the cost of implementation and compliance and the approval, 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 constitutes a planning obligation for the purposes of Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers

2. The obligations by the Owner in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County Council jointly and severally

3. The obligations of the Owner contained in the schedules to this Deed are conditional upon:

    3.1.1 the grant of the Planning Permission, and

    3.1.2 the Commencement of Development

    save in respect of any such obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect immediately upon the grant of the Planning Permission

4 The persons named as the Owner for themselves and their respective successors in title hereby covenant with the Council, and as a separate covenant with the County 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 the restrictions and to perform the obligations contained in Schedule Three to Schedule Eight inclusive

5 The Owner shall not be liable for any breach of the restrictions and obligations on his or her part set out in this Deed where such breach arises after the Owner shall have parted with his or her entire interest in the part of the Site in question but

without prejudice to liability for any subsisting breach arising prior to parting with such interest

6 The performance of the obligations by the Owner aforesaid shall be subject to the provisos (if any) contained in Schedules Three to Eight (inclusive)

7 This Deed is a local land charge and will be registered as such

8 On completion of this Deed the Promoter shall pay the Council's and the County Council's reasonable and proper legal costs and disbursements and other costs in connection with the preparation, negotiation and completion of this Deed

9 It is agreed between the parties that:

9.1 each relevant payment of the County Council Contribution Payments is required to be index linked in accordance with the following:

9.1.1 the Education Contribution shall be increased by reference to the Public Sector (non-housebuilding) index ("PUBSEC") published by the Department for Business Innovation and Skills (or amendment or replacement thereof) from and including the base date referred to in the definition of such contributions to the date that the payment of the relevant instalment is received by the County Council; and

9.1.2 the Sustainable Integrated Transport Contribution the Traffic Regulation Order Contribution the Travel Plan Monitoring Fee the Travel Plan Approval Fee and the Travel Plan Contribution shall be increased by reference to the 'All Items' Index of Retail Prices published by the Office for National Statistics (or amendment/replacement thereof) from and including the base date referred to in the definition of such contribution to the date

that the payment of the relevant instalment is received by the County Council

9.2 the Council's Contribution Payments to be paid to the Council under the terms of this Deed are required to be index linked and in this respect each relevant payment shall be increased by the percentage by which the Retail Prices Index (excluding mortgages) ("RPIX") published by the Office for National Statistics (or amendment or replacement thereof) increased from and including the relevant base date referred to in the definition of such contributions to the date the relevant payment is received by the Council

10 If any sum or amount has not been paid to the Council or the County Council (as appropriate) by the date it is due, the person required to make such payment shall pay the Council or the County Council (as appropriate) interest on that amount at Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

11 Nothing (contained or implied) in this Deed shall fetter or restrict the Council's or the County Council's statutory rights, powers, discretions and responsibilities.

12 No failure or delay by the Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

14 The parties agree that:

14.1 Nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and

14.2 Nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function; and

14.3 The obligations in this Deed (with the exception of the provisions contained in clause 8) shall cease to have effect if before the Commencement of Development the Planning Permission:

14.3.1 is quashed following a successful legal challenge;

14.3.2 expires; or

14.3.3 is varied or revoked other than at the request of the Owner.

15 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.

16 The Owner agrees to give the Council and the County Council written notice within twenty-one days following any change of ownership of any of its interest in the Site occurring before all the obligations under this Deed have been discharged by the Council and the County Council and such notice shall 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 acquired by the transferee by reference to a plan.

17

17.1 If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation contained in this Deed:

17.1.1 is not a material planning consideration; or

17.1.2 can be given no weight in determining the Appeal; or

17.1.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations; or

17.1.4 requires funding or provision towards a project or towards a type of Infrastructure where the Council has following the Relevant Date entered into five (5) or more Relevant Agreements which provide for the funding or provision towards the same project or towards that type of Infrastructure

then subject to clause 22 of this Deed such planning obligation/provision (as appropriate) shall not be enforceable pursuant to this Deed and shall cease to have effect save as set out in the Decision Letter

17.2 In the event that the Secretary of State or the Planning Inspector grants the Planning Permission for the Development then if at the date of the grant of the Planning Permission a Charging Schedule has been approved by the Council and has come into effect any contribution payable under the terms of this Deed which is for an Infrastructure project or type of Infrastructure set out in the Charging Schedule shall cease to be payable under this Deed

18 In this Deed:

18.1 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;

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

18.3 a reference to a clause or schedule is a reference to a clause or schedule contained in this Deed

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

20 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees, except in respect of Schedule 5 which shall (save as otherwise provided in that Schedule) remain enforceable against owner-occupiers and/or tenants of Affordable Housing Dwellings and those deriving title from them

21 The obligations contained in this Deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services

22 In so far as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

23 The Promoter (to the extent that the Owner has not been released from the planning obligations set out in this deed pursuant to clause 5 of this Deed) hereby indemnifies and shall keep indemnified the Owner (here meaning only Edward Ivan Bastian, Richard Wayne Bastian and Lynda Ramseyer (and their respective

estates and effects), but not their successors in title) for so long as the terms of the Promotion Agreement subsist and remain in effect as between the Promoter and the Owner against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the Owner under this Deed and any breach or non-performance of those obligations.

24 If prior to the receipt of the County Council Contribution Payments payable pursuant to the terms of this Deed the County Council incurs any expenditure in providing facilities to which it was intended to apply any such contribution (or in consequence of arranging 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 and for the avoidance of doubt any such expenditure shall not result in an increase of the contributions identified in this Deed

25

25.1 Any notice or other communication to be given under this Deed must be in writing and must be either delivered by hand or sent by pre-paid first class post or other next working day delivery service.

25.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

25.2.1 to the Council at its address set out above;

25.2.2 to the County Council at its address set out above;

25.2.3 to each of the persons described as the Owner herein at the addresses shown for such persons on page 1 of this Deed (or to such other or substituted address as any of those persons may notify to the other parties from time to time for the purpose of

serving notices or other communications under the provisions of this clause);

25.2.4 to the Promoter at its address set out above marked for the attention of David Gladman

or as otherwise specified by the relevant party by notice in writing to each other party for the purpose of serving notices and/or other communications under this Deed.

25.3 Any notice or other communication given in accordance with clause 25.1 and clause 25.2 will be deemed to have been received:

25.3.1 if delivered by hand, on signature of a delivery receipt, or at the time the notice or document is left at the address (as the case may be), provided that if delivery occurs before 9am on a Working Day (meaning any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England), the notice will be deemed to have been received at 9am on that day, and if delivery occurs after 5pm on a Working Day, or if delivery occurs on a day which is not a Working Day, the notice will be deemed to have been received at 9am on the next Working Day; or

25.3.2 if sent by pre-paid first class post or other next Working Day delivery service, at 9am on the second Working Day after posting.

25.4 A notice or other communication given under this Deed shall not be validly given if sent by email.

INDEX OF SCHEDULES

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SCHEDULE ONE

(Description of Site)

The freehold land at Bubb Lane West End Southampton 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 HP612788 (being part of the land comprised within such title number).

SCHEDULE TWO

(Proposed Development of Site)

Residential development comprising up to 328 dwellings, public open space and children's play area, land for doctors surgery and associated car parking, with accesses off Bubb Lane and Moorgreen Road, structural planting and landscaping and surface water attenuation and ancillary works, with all matters reserved for future determination.

SCHEDULE THREE

(Notification)

1. The Owner shall notify the Council and the County Council in writing or procure that they are so notified of each of the following events within 21 days of such event occurring:

   1.1. Commencement of Development;

   1.2. Occupation of the 1st Dwelling;

   1.3. Occupation of the 89th Dwelling

   1.4. Occupation of the 100th Dwelling;

   1.5. Occupation of the 150th Dwelling;

   1.6. Occupation of the 169th Dwelling;

   1.7. Occupation of the 200th Dwelling;

   1.8. Occupation of the 249th Dwelling;

   1.9. Occupation of the 299th Dwelling;

   1.10. Occupation of the 300th Dwelling;

   1.11. Occupation of the penultimate Dwelling; and

   1.12. Occupation of 75% of the Dwellings in each Phase of Development

SCHEDULE FOUR

(The Contribution Payments)

Part I – Council's Contributions

1. Within 14 days following Commencement of Development the Owner shall pay to the Council the Moorgreen Meadows Recreational Impact Mitigation Contribution and the Moorgreen Meadows Nitrogen Deposition Impact Mitigation Contribution

2. Prior to Occupation of the 1st Dwelling the Owner shall pay to the Council:

   2.1. One third (1/3) of the Off-Site Open Space District Park/Playing Fields Contribution;

   2.2. the Public Art Contribution;

   2.3. One third (1/3) of the Solent Recreation Mitigation Partnership Contribution; and

   2.4. One half (½) of the Community Infrastructure Contribution

3. Prior to Occupation of the 100th Dwelling the Owner shall pay to the Council:

   3.1. An additional one third (1/3) of the Solent Recreation Mitigation Partnership Contribution;

   3.2. an additional One third (1/3) of the Off-Site Open Space District Park/Playing Fields Contribution; and

   3.3. an additional one quarter (1/4) of the Community Infrastructure Contribution

4. Prior to Occupation of the 200th Dwelling the Owner shall pay to the Council:

   4.1. the remaining one third (1/3) of the Off-Site Open Space District Park/Playing Fields Contribution;

4.2. the remaining one quarter ($^1/_4$) of the Community Infrastructure Contribution; and

4.3. the remaining one third ($^1/_3$) of the Solent Recreation Mitigation Partnership Contribution.

Part II – County Council's Contributions

5. Prior to Occupation of any Dwelling the Owner shall pay to the County Council:

5.1. one third ($^1/_3$) of the Sustainable Integrated Transport Contribution; and

5.2. the Traffic Regulation Order Contribution

6. Prior to Occupation of more than 99 Dwellings on the Site the Owner shall pay to the County Council a further one third (1/3) of the Sustainable Integrated Transport Contribution.

7. Prior to Occupation of more than 199 Dwellings on the Site the Owner shall pay to the County Council the remaining one third (1/3) of the Sustainable Integrated Transport Contribution.

8. The Owner shall not Occupy nor permit Occupation of more than 9 Dwellings on the Site unless and until the Owner has paid to the County Council twenty five percent (25%) of the Education Contribution

9. The Owner shall not Occupy nor permit Occupation of more than 89 Dwellings on the Site unless and until the Owner has paid to the County Council an additional twenty five percent (25%) of the Education Contribution

10. The Owner shall not Occupy nor permit Occupation of more than 169 Dwellings on the Site unless and until the Owner has paid to the County Council an additional twenty five percent (25%) of the Education Contribution

11. The Owner shall not Occupy nor permit Occupation of more than 249 Dwellings on the Site unless and until the Owner has paid the County Council the remaining twenty five percent (25%) of the Education Contribution

SCHEDULE FIVE

(Affordable Housing)

1. The Owner hereby covenants that:

   1.1. it will not permit nor allow the Commencement of Development on any Phase of Development until the Affordable Housing Scheme in relation to that Phase of Development has been agreed in writing by the Council

   1.2. No more than 75% of the Market Housing Units on any Phase of Development shall be Occupied until all of the Affordable Housing Units to be located on that Phase of Development have been constructed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for residential occupation, and written notification of that has been received by the Council

   1.3. The Affordable Housing Dwellings must be developed to building regulation standards or such other replacement standards that shall be in force at the date of construction

   1.4. No more than 95% of the Market Housing Units on any Phase of Development shall be Occupied until the Affordable Housing Units to be located on that Phase of Development have been transferred to the Affordable Housing Provider

   1.5. The transfer referred to in paragraph 1.4 of this Schedule shall be on the following terms:

      1.5.1. for an estate in fee simple in possession

      1.5.2. with full title guarantee

      1.5.3. subject to the matters specified in the Property and Charges Registers of Title Number HP612788 (other than entries

securing monies) and the terms of this Deed 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 development of the remainder of the Site

1.6. That when constructed the Owner shall procure that the Affordable Housing Dwellings are constructed in clusters (such clusters not to exceed 20 units or such other numbers as is approved by the Council's Head of Housing Services)

1.7. That the Affordable Housing Dwellings constructed on the Affordable Housing Land will not be used for any purpose other than as Affordable Housing in accordance with the Affordable Housing 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 provider the freehold or long leasehold interest in 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 mortgagee in possession) or to the successors in title to such persons

SCHEDULE SIX

(On-Site Open Space Land and Play Areas)

1. The Owner hereby covenants with the Council:

   1.1 not to Commence the Development unless and until the Owner has submitted to the Council for the Council's approval a specification ("the Approved Specification") detailing the layout landscaping maintenance and (in respect of the Play Areas Land only) the play area equipment for the On-Site Open Space Land and the Play Areas Land;

   1.2 not to Occupy or permit Occupation of more than 75% of the Dwellings on any Phase of Development permitted by the Planning Permission until the Owner has laid out the On-Site Open Space Land and the Play Areas Land to be located on that phase of development (if any) in accordance with the Approved Specification;

2. The Owner shall include on all plans and marketing literature which relate to, or include references to, the On-Site Open Space Land and the Play Areas Land, a statement that the land will include an equipped children's play area.

3. On satisfactory completion of the laying out of the On-Site Open Space Land and Play Areas Land in accordance with the Approved Specification to the satisfaction of the Council the On-Site Open Space Land and Play Areas Land shall be maintained by the Owner or a Management Entity 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 practicable thereafter) defects properly identified by the Council shall be made good by the Owner or Management Entity

4. On expiry of the 12 months maintenance period of the On-Site Open Space Land and the Play Areas Land, and subject to a satisfactory final inspection by the Council and prior to occupation of the 300th Dwelling, the Owner shall transfer ownership of the On-Site Open Space Land and the Play Areas Land to a Management Entity on the following terms:-

4.1.1. the transfer of such On-Site Open Space Land and Play Areas 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

4.1.2. vacant possession shall be given on completion;

4.1.3. for an estate in fee simple in possession;

4.1.4. with full title guarantee;

4.1.5. subject to the matters specified in the title to the On-Site Open Space Land and the Play Areas Land to be transferred (other than entries securing monies) and the terms of this Deed so far as the same relate to and affect the On-Site Open Space Land and Play Areas Land

4.1.6. with all necessary rights of access and drainage

4.1.7. subject to any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are

necessary based upon the final approved layout of the Development and location of the On-Site Open Space Land and the Play Areas Land

4.1.8. subject to a right in favour of the Owner to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same

5. The Owner covenants to maintain, once the same have been constructed, the On-Site Open Space Land and Play Areas Land in accordance with the Approved Specification in perpetuity.

6. The Owner covenants not to use the Open Space, once the same has been constructed, for any purpose other than for public recreation and amenity.

7. The Owner covenants:

7.1. not to permit or allow the public use of the Play Areas; and

7.2. not to permit or allow the Occupation of more than 299 Dwellings

until a satisfactory Royal Society for the Prevention of Accidents (or any successor body or organisation) post installation inspection written report in relation to the Play Areas has been provided to the Council.

SCHEDULE SEVEN

(Public Art)

1. Prior to Commencement of Development the Owner shall nominate a representative for the Public Art Steering Group and notify the Council of the contact details for the representative

2. The Owner shall allow the Public Art Steering Group and the Artist reasonable access to the Site at all times on receiving reasonable notice for the sole purpose of completing the Public Art.

SCHEDULE EIGHT

(Travel Plan)

The Owner hereby covenants with the County Council:

1. Not to Commence the Development unless and until it has paid the Travel Plan Approval Fee to the County Council and further to notify the County Council that such payment has been made with fourteen (14) days of such payment
2. Not to Occupy nor permit Occupation of any Dwelling on the Site until the first instalment of the Travel Plan Contribution (namely the sum of £3,000) has been paid to the County Council and further to pay the sum of £3,000 annually thereafter until such time as the full amount of the Travel Plan Contribution has been received by the County Council and further to notify the County Council within 14 days following the payment of each such instalment
3. Not to Occupy nor permit Occupation of any Dwelling on the Site until the first instalment of the Travel Plan Monitoring Fee (namely the sum of £3,000) has been paid to the County Council and further to pay the sum of £3,000 on the first and second anniversaries of the date of the payment of such first instalment and to pay the balance of the Travel Plan Monitoring Fee (namely £2,500) on the third anniversary of the payment of the first instalment of the Travel Plan Monitoring Fee and further to notify the County Council within 14 days following the payment of each such instalments

In Witness hereof the parties hereto have today executed and delivered this Deed

EXECUTED AS A DEED by [redacted]
EDWARD IVAN BASTIAN
in the presence of:

Witness signature: [redacted]

Print Name: [redacted]

Address: [redacted]

Occupation [redacted]

EXECUTED AS A DEED by [redacted]
RICHARD WAYNE BASTIAN
in the presence of: [redacted]

Witness signature: [redacted]

Print Name: [redacted]

Address: [redacted]

Occupation [redacted]

EXECUTED AS A DEED b[redacted]
LYNDA RAMSEYER
in the presence of: [redacted]

Witness signature: [redacted]

Print Name: [redacted]

Address: [redacted]

Occupation [redacted]

EXECUTED as a DEED by

GLADMAN DEVELOPMENTS LIMITED

acting by a director in the presence of:

Witness signature:

Print Name:

Address:

Occupation