DATED 24 November 2014

EASTLEIGH BOROUGH COUNCIL

- and -

HAMPSHIRE COUNTY COUNCIL

- and –

TAYLOR WIMPEY UK 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 the former Premier Foods Bakery Site, Toynbee Road, Eastleigh in Hampshire

A R Ward
Head of Legal and Democratic Services
Eastleigh House
Upper Market Street
Eastleigh
Hampshire
SO50 9YN
JD/6/13/746/10016

THIS DEED is made the 24th day of November Two thousand and Fourteen

BETWEEN

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

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

(3) TAYLOR WIMPEY UK LIMITED (Co. Reg. No 01392762) whose registered address is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Owner")

RECITALS

(1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situate

(2) The Owner is the registered proprietors of the Site described in Schedule One

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

(4) The Owner has by written application numbered F/14/74873 and dated 2 July 2014 applied to the Council for Planning Permission for the Development of the Site

(5) The Council is desirous of granting planning permission for the Development of the Site subject to the conditions contained in the Planning Permission and subject to the Owner entering into this Deed

(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

"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 24% 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)
"Annual Performance Report"	means the annual report to be submitted to the Council for the Council's approval indicated how the Final Travel Plan has been performing and if appropriate the proposals and remedies to improve performance of the Final Travel Plan to meet the agreed objectives and targets described in the Final 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 and Off-Site Open Space Contribution"	means a contribution in respect of the provision of community infrastructure and/or off-site open space in the sum of Seventy Thousand Pounds (£70,000.00) to be used towards the provision or improvement of community infrastructure and/or open space in the Local Area

"Council's Contribution Payments"	means the payments to be made to the Council in respect of: (i) the Community Infrastructure and Off-Site Open Space Contribution; (ii) the Employment Skills Training Contribution; (iii) the Future Council Parking Controls Contribution; all index linked in accordance with clause 8.2 of this Deed
"County Council's Contribution Payments"	means the payments to be made to the Council in respect of: (i) the Education Contribution; and (ii) the Sustainable Integrated Transport Contribution both index linked in accordance with clause 8.1 of this Deed
"Development"	means the development of the Site in the manner and for the purposes pursuant to the 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
"Education Contribution"	means a contribution in the sum of One Hundred and Forty Thousand Pounds (£140,000.00) index linked in accordance with Clause 8.1 of this Deed towards education facilities in the Local Area
"Employment and Skills Management Plan"	means the provision and implementation of a training and employment management plan as referred to in Schedule Ten of this Deed which provides details of the objectives and mechanisms of how the Development will promote the skills and training of the local labour market in respect to the construction phase and end uses
"Employment Skills Training Contribution"	means a contribution in the sum of Twenty Five Thousand Pounds (£25,000.00) index linked in accordance with Clause 8.1 of this

	Deed towards employment skills training in the Local Area
"Final 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
"Final Parking Management Strategy"	means the provision and implementation of a parking provision and management strategy and as referred to in Schedule Twelve of this Deed which provides details of the objectives and mechanisms of how parking will be managed on the Development Site
"Future Council Parking Controls Contribution"	means a contribution in the sum of Fifty Thousand Pounds (£50,000.00) index linked in accordance with Clause 8.1 of this Deed towards future parking controls in the Local Area

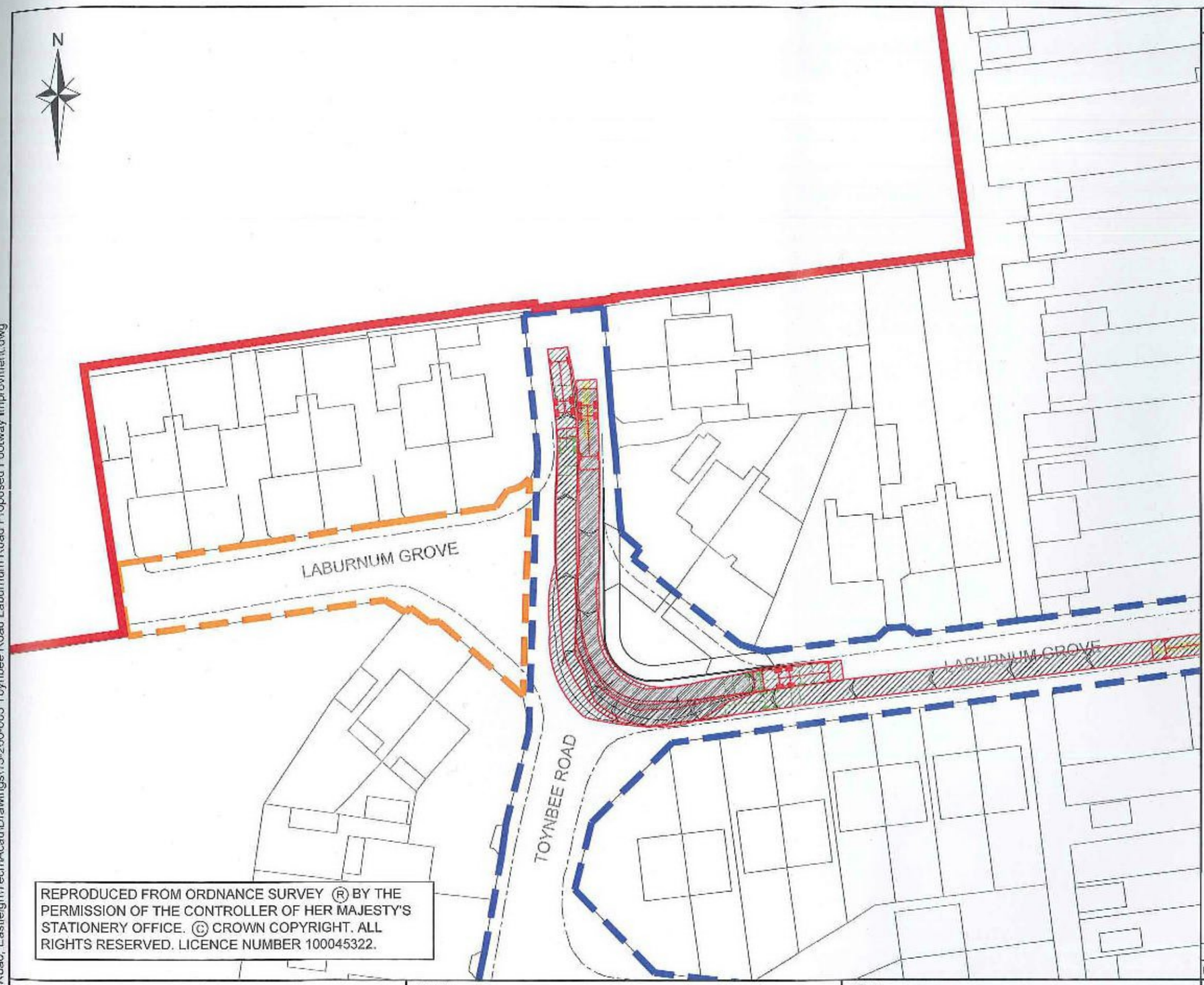
"Landscaping Management Plan"	means a specification providing the provision and implementation of landscaping and management of the Site including on-site street trees and public areas and as referred to in Schedule Eight of this Deed
"Local Area"	means the local area of Eastleigh comprised of the wards of Eastleigh Central, Eastleigh North and Eastleigh South
"Management Company"	means a company or companies procured by the Owner to manage the On-Site Public Open Space and Play Area Land, the private roads and parking spaces and/or the on-site street trees and public areas
"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 Highway Works"	means part of the off-site highway works referred to in Schedule Eight of this Deed to provide the improvement scheme at the Laburnum Road/Toynbee Road junction as shown indicatively on drawing 13/260/003A as annexed to this agreement
"Off-Site Highway Works Agreement"	means an agreement or agreements Pursuant to S278 and /or S38 of the Highways Act 1980 to be entered into with the County Council prior to Commencement of Development in

	respect of the carrying out of the Off-Site Highway Works
"Off-Site Highway Works Specification"	means the specifications and plans to be submitted to and approved in writing by the County Council in respect of the Off-Site Highway Works Agreement
"On-Site Highway Works"	means part of the on-site highway works referred to in Schedule Eight of this Deed to provide cycleways and footways linking to Archers Road, Laburnum Grove and Loveridge Way
"On-Site Highway Works Specification"	means the specifications and plans to be submitted to and approved in writing by the Council in respect of the On-Site Highway Works
"On-Site Public Open Space Land"	means the area of public open space to be provided on the Site as illustrated on the Site Layout Plan
"Owner"	means the Owner and its respective successors in title to the Site

“Parking Distribution Plan”	means drawing number UP00035-7/A showing the parking distribution on the Site and annexed to this Deed
"Plan"	means the Plan annexed hereto and titled “Site Location Plan”
"Planning Permission"	means planning permission for the development of the Site described in Schedule Two and numbered F/14/74873
“Play Area”	means an area of land within the On-Site Public Open Space Land for children’s play equipped to LEAP standard and in accordance with the Approved Play Area Specification defined in paragraph 1 of Schedule Seven
“Play Area Land”	means the land on which the Play Area is situated
“Play Area Inspector”	means an independent inspector qualified to annual inspector status on the Register of Play Inspectors International

P:\13-260 - Toynbee Road, Eastleigh\Tech\AcadDrawings\13-260-003 Toynbee Road Laburnum Road Proposed Footway Improvement.dwg



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NOTES

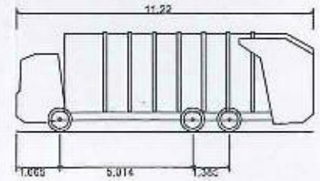
1. DO NOT SCALE FROM THIS DRAWING.

LEGEND

HIGHWAY BOUNDARY

NON ADOPTABLE HIGHWAY

REFUSE VEHICLE DETAILS - N.T.S



Phoenix 2 Duo Recycler (P2-15W with Elite 6x4 chassis)	
Overall Length	11.220m
Overall Width	2.530m
Overall Body Height	3.756m
Min Body Ground Clearance	0.309m
Track Width	2.530m
Lock to Lock Time	4.00s
Kerb to Kerb Turning Radius	11.550m

[redacted]

Rev	Amendments	Drn	Chk	App	Date
A	HIGHWAY BOUNDARY ADDED	AA	RJH	RJH	14.04.14

Odyssey Markides
Tuscany House
White Hart Lane
Basingstoke
Hampshire RG21 4AF
Telephone: 01256 331144
Fax: 01256 331134
E: enquiries@odysseymarkides.com
W: www.odysseymarkides.com

Job Title: TOYNBEE ROAD, EASTLEIGH

Drawing Title: TOYNBEE ROAD / LABURNUM GROVE PROPOSED FOOTWAY IMPROVEMENT

Client: TAYLOR WIMPEY SOUTHERN COUNTIES

Scale	Date	Designed
1:500 @A3	APRIL 14	MS
Drawn	**Checked**	**Approved**
MS	KB	RJH
Job No	**Drawing No**	**Rev**
13-260	13-260-003	A

P:\13-260 - Toynbee Road, Eastleigh\Tech\Acad\Drawings\13-260-003 Toynbee Road Laburnum Road Proposed Footway Improvment.dwg

Self Storage Yard.

Fencing Company Yard.

Jewsons Builders Merchants.

Pedestrian connection to footbridge over railway via alleyway.

Possible future pedestrian access to Brookwood Avenue.

LEAP

Site access from Toynbee Road

LABURNUM GROVE

LABURNUM GROVE

Pedestrian access from Laburnum Grove via kissing gate.

TOYNBEE CLOSE

Pedestrian access from Loveridge Way via kissing gate.

Parking Provision

●	Parking Space	(190 No)
●	Garage Space	(41 No)
●	Carport Space	(3 No)
●	Casual Space	(21 No)
●	Visitor Space	(24 No)
	Total	(279 No)

[redacted]

[redacted]

[redacted]

UP

Taylor Wimpey

Premier Foods Site
Eastleigh

Parking Distribution Plan

Date: 20.05.14 Scale: 1:500@A1 Drawn: CHx

Dwg No: UP00036-7-A

www.urbanperspective.co.uk



Planning application boundary

[redacted]

[redacted]

[redacted]

0 20 30 40 50 m

UP

67 Rhoebe Way, Oakhurst
Swindon, Wilts, UK SN25 2JD
Tel: 01793 744994 / 07766 164734
E: admin@urbanperspective.co.uk W: www.urbanperspective.co.uk

Notes: Contractors are not to scale from this drawing. All dimensions to be checked on site and any discrepancies, ambiguities and/or omissions between this drawing and information given elsewhere must be reported to this office. If in doubt, ask.

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Client: Taylor Wimpey

Project: Premier Foods Site Eastleigh

Sheet Title: Site Location Plan

Date: 23.6.14 Scale: 1:1250@A3 Drawn: CHx

Dwg No: UP00035-4

www.urbanperspective.co.uk

Self Storage Yard.

Fencing Company Yard.

Jewsons Builders Merchants.

Pedestrian footpath to Loveridge Gve via alleyway.

Main Street

P.O.S.

LEAP

Possible future pedestrian access to Brookwood Avenue.

Shared Surface Street

Shared Surface Street

Site access from Townhill Road

LABURNUM GROVE

LABURNUM GROVE

Pedestrian access from Laburnum Grove via kissing gate.

TOYNBEE CLOSE

Pedestrian access from Loveridge Way via kissing gate.

North

Site Boundary

Proposed Dwellings

Principal Street

Shared Surface Public Street

Shared Surface Private Courtyard

Tree Planting Strategy (Draft)

Threshold Detail

Private Gardens

Public Open Space

Proposed Tree Planting

Boundary Treatments

0 20 30 40 50 m

	DATE	APPROVED
	15/5/14	CHr
	5/5/14	CHr
	22/4/14	CHr
	4/4/14	CHr
	18/3/14	CHr
	6/3/14	CHr
	24/1/14	CHr
	23/1/14	CHr
	15/1/14	CHr

UP

Taylor Wimpey

Premier Foods Site
Eastleigh

Site Layout

23.05.13 1:500@A1 CHr

UP00835-1-X

www.urbanparsoodlive.co.uk

"Private Residential Dwellings"	means Dwellings which are not Affordable Housing Dwellings
"Ransom Strips"	means any area of land on the northern perimeter of the Site which enables a satisfactory access to be provided to potential adjoining development and referred in Schedule Fourteen of this Deed
"Site"	means the land described in Schedule One
"Site Layout Plan"	means drawing number UP00035-1-X titled Site Layout Plan and annexed to this Deed
"Services"	means pipes wires sewers drain cables and other works including (if applicable) any underground on line storage facilities and other works
"Sustainable Integrated Transport Contribution"	means a contribution in the sum of One Hundred and Forty Thousand Pounds (£140,000.00) to be paid to the County Council in respect of sustainable transport measures to be used towards:

- traffic calming in Toynbee Road;
- Improvement/replacement of Archers Road footbridge;
- Improvements to the Twyford Road/Coles Close/Bishopstoke Road/Station Hill/Romsey Road junction; and/or
- Improvements to infrastructure at Eastleigh Bus Station

and index linked in accordance with clause 8.1 of this Deed

"Unallocated Parking Spaces" means the casual and visitor parking spaces shown on the Parking Distribution Plan which are for shared use by any resident or visitor and referred in Schedule Eleven of this Deed

"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 and the County Council

3. 3.1 the Owner for themselves and their respective successors in title hereby covenant with the Council and 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 its restrictions and to perform its obligations referred to in Schedule Four to Schedule Fourteen (inclusive)

3.2. the Council and the County Council hereby agree 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 obligations contained in this Deed shall not be binding upon nor be enforced against the owners or occupiers of any of the Private Residential Dwellings or their mortgagees or the suppliers of gas, water, electricity and telecommunications to them

3.4 The parties hereto hereby agree that where under the terms of this Deed the consent or approval or confirmation of the Council or the County Council or their respective 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 the County Council 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 Fourteen (inclusive)

5. This Agreement is a Local Land Charge and will be registered as such

6. The Owner will pay the Council's and the County Council's reasonable legal costs and disbursements and other costs in the preparation and completion of this Deed and the Administration Fee on completion of this Deed

7. 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

7.1 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

7.2 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

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

7.3.1. 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)

7.3.2. 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

7.3.3. 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;

7.3.4. 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

7.3.5. 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

8. It is agreed between the parties that:

8.1. the County Council's Contribution Payments to be paid to the County Council by the Owner under the terms of this Deed are required to be index linked and in this respect the relevant payment shall be increased by reference to the Retail Price Index (RPI) (with the exception of the Education Contribution which shall be increased by reference to the Index for Public Sector Non-Housing (PUBSEC)) published by the Office

for National Statistics (or amendment or replacement thereof) from the 1 September 2014 to the date that the payment is made

8.2. 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 1 September 2014 to the date the relevant payment is paid

9 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

10 The Owner agrees with the Council and the County Council to give the Council and the County 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.

11. In this Deed:

11.1. 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;

11.2 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

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

12. 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

Schedule One	Description of Site
Schedule Two	Proposed Development of Site
Schedule Three	Draft Planning Permission
Schedule Four	Notification
Schedule Five	The Contribution Payments
Schedule Six	Affordable Housing
Schedule Seven	Open Space Land and Play Area
Schedule Eight	Highway Works
Schedule Nine	Final Travel Plan
Schedule Ten	Employment and Skills Management Plan
Schedule Eleven	Unallocated Parking Spaces
Schedule Twelve	Parking Management Strategy
Schedule Thirteen	Management Company
Schedule Fourteen	No Ransom Strips

SCHEDULE ONE

(Description of Site)

The freehold land at the former Premier Foods Bakery Site, Toynbee Road, Eastleigh SO50 9DH 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 HP407562 (referred by Land Registry as land to the west of Laburnum Grove, Eastleigh)

SCHEDULE TWO

(Proposed Development of Site)

Erection of 120 dwellings and flats, provision of public open space, altered access from Toynbee Road, provision of pedestrian accesses to Laburnum Grove, Loveridge Way, and Archers Road rear access way, parking and landscaping following demolition of existing buildings.

SCHEDULE THREE

(Draft Planning Permission)

Development Management
My ref F/14/74873
Your ref
Please ask for Dawn Errington
Direct dial 023 8068 8260
Hours of work Mon&Wed 9-3 Tue&Thu 9-5
e-mail dawn.errington@eastleigh.gov.uk

Mr S Brown
Woolf Bond Planning
The Mitfords
Basingstoke Road
Reading
RG7 1AT

17 October 2014

DRAFT

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

Application No. F/14/74873

In pursuance of their powers under the above Act and in accordance with your application received on 2 July 2014, with subsequent amendments dated

03/09/2014, 05/09/2014, 03/10/2014, 08/10/2014, 16/10/2014

the Council, as Local Planning Authority hereby PERMIT the following:

Description: Erection of 120 dwellings and flats, provision of public open space, altered access from Toynbee Road, provision of pedestrian accesses to Laburnum Grove, Loveridge Way and Archers Road rear access way, parking and landscaping following demolition of existing buildings.

Site: Former Premier Foods Bakery Site, Toynbee Road, Eastleigh, SO50 9DH

Subject to due compliance with the following conditions:

(1) The development hereby permitted shall be implemented in accordance with the following plans numbered: 100 Rev G, 102 Rev D, 13-260-003 Rev A, 13-260-004 Rev B, 13-260-005 Rev B, 401 Rev B. 402, 403, 500 Rev E, 501 Rev E, 502 Rev E, 701, 702 D, 800 E, UP00035-1-X, UP00035-1-X-E1, UP00035-1-X-E2, UP00035-10-A, UP00035-2, UP00035 3-A, UP00035 4, UP000355-5-D, UP000356-6-D, UP00035-7-A, UP00035-8-A, UP00035-9-A, Dwelling Design Pack Parts 1, 2 & 3. Reason: For the avoidance of doubt and in the interests of proper planning.

(2) The development hereby permitted shall start no later than three years from the date of this decision. Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

(3) No development in any phase shall start until the following details have been submitted to and approved in writing by the Local Planning Authority:
a) full and final 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 details and layout of foul sewers and surface water drains.
c) final plans including cross sections to show proposed ground levels and their relationship to existing levels both within the site and on immediately adjoining land.
d) the final construction details proposed for roads footpaths, cycleways, links to Laburnum Grove, Loveridge Way and Archers Way backway and accesses.
e) 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.
f) crime prevention measures
g) final tree pit details
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 quality development.

(4) No development shall take place until a final 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 and should include the management of sediment run-off. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed and thereafter maintained and managed as approved. 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

(5) No development in any phase 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'

(6) The development in any phase 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'.

(7) No work shall commence on site until the following has been submitted to, and approved in writing by the Local Planning Authority: (a) an updated 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 as set out in Contaminated Land Reports Nos. 11 CLR11, and BS10175:2011 Investigation of potentially contaminated sites Code of Practice, and, unless otherwise agreed with the Local Planning Authority; (b) 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 in accordance with BS10175:2011 and BS8576:2013, and, unless otherwise agreed with the Local Planning Authority; (c) 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 a and monitoring. Such a scheme shall include nomination of a competent person to oversee the implementation of the works. Reason: in order to protect human health

(8) The development in any phase hereby permitted shall not be occupied/brought into use until there has been submitted to the local planning authority verification by the competent person approved under the provisions of the above condition 7(c) that any remediation scheme required and approved under the provisions of the above condition 7(c) has been implemented in full in accordance with the approved details (unless varied with the written permission of the local planning authority in advance of implementation). Unless agreed in writing with the local planning authority 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:-
(a) A description of the site and its background, and summary of relevant site information
(b) A description of the remediation objectives and redial works carried out
(c) Verification data including - sample locations/ analytical results, as built drawings of the implemented scheme, photographs of the remediation works in progress, etc.
(d) Certificates demonstrating that imported and /or material left in situ is free from contamination.
Thereafter the scheme shall be monitored and maintained in accordance with the approved scheme under condition 7(c). Reason: in order to protect human health

(9) Development in any phase shall not commence until the developer has provided an updated noise assessment scheme that demonstrates that the impacts of noise affecting the site, and external and internal layout and orientation of residential dwellings and gardens have been considered. The report shall include a scheme of mitigation measures for protecting the development from noise and vibration, this scheme must be submitted for approval by the Local Planning Authority. All works, which form part of the scheme approved by the Local Planning Authority, must be completed before any of the

permitted dwellings is occupied (unless agreed by the Local Planning Authority) The scheme shall be fully implemented, unless varied with the written permission of the Local Planning Authority in advance of implementation. Reason: To protect residential amenity

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

(11) No development shall start until full and final details of the vehicular access and Laburnum Grove highway alterations (as shown on drawing 13-260-003 RevA) , including any footway and verge crossing and visibility splays have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the approved details have been fully implemented [unless otherwise agreed in writing by the Local Planning Authority]. Reason: To ensure satisfactory vehicular access.

(12) 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.

(13) 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.

(14) 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.

(15) No development shall start until a final 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.

(16) The development shall fully comply with the details and recommendations of the ssubmitted Tree Removal and Protection Plan (ref. 702) dated 02/05/14 and with the appropriate British Standard. Reason - To retain and protect the existing trees which form an important part of the amenity of the locality.

(17) The development shall fully comply with the recommendations and conclusions of the Preliminary Ecological Appraisal (RPS February 2014) and shall also include wildflower or hedgerow boundary planting which enhances biodiversity of which details

to be agreed beforehand in writing by the Local Planning Authority. Reason - To protect and enhance biodiversity.

(18) 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, street trees/tree pits 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 would enable them to be taken over as publicly maintainable highways.

(19) 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 wiould enable them to be taken over as publicly maintainable highways

(20) Individual plots shall not be occupied until the bin & cycle storage has been constructed for each plot in accordance with the approved details and they shall thereafter be retained and kept available for use. Reason - To ensure the adequate provision of on site facilities.

(21) No construction or demplition work in any phase 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) controls restricting lorry movements so as to avoid The Crescent School drop-off and pick up times
g) a scheme for controlling noise and vibration from construction activities (to include piling);
h) provision for storage, collection, and disposal of rubbish from the development during construction period;
i) measures to prevent mud and dust on the highway during demolition and construction;

j) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
k) temporary lighting;
l) protection of trees and ecology
m) noise generating plant,
n) 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

(22) For a period of no less than 5 years after planting, any trees or plants which are removed, die or become seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of the same species, size and number as originally approved in the landscaping scheme. Reason: In the interests of the visual amenities of the locality.

(23) No development in any phase shall start until a landscape/ open space management plan and maintenance schedule has been submitted to and approved in writing by the Planning Authority. The landscape/open space shall thereafter be managed in accordance with the approved details. Reason: In the interests of the visual amenities of the locality.

(24) All proposed boundary treatments, including acoustic fencing, as shown on drawings 102 RevA and UP00035-9 shall be provided prior to the occupation of adjoining dwelling units and shall subsequently be retained and maintained unless otherwise agreed in writing by the Local Planning Authority. Reason: in the interests of residential and visual amenity.

(25) With the exception of final roofing materials, all materials used shall be as per the submitted amended materials plan UP00035-8, schedule, letter dated 4.8.14 and samples. All roofing materials shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development and shall be used for this house type. Reason: in the interests of visual amenity.

(26) Unless otherwise agreed in writing by the Local Planning Authority, the submitted private parking management scheme: Amended Parking Strategy August 2014 (Odysssey Markides) shall be operated at all times following the first occupation of any dwelling units hereby permitted. Reason: In the interests of amenity and highway safety

(27) A final Residential Travel Plan, which is in accordance with the submitted Framework Residential Travel Plan June 2014, shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of any of the dwellings units hereby permitted. The actions and recommendations of the approved Travel Plans shall be fully implemented unless otherwise agreed in writing by the Local Planing Authority. Reason: in order to reduce vehicular traffic generation and to provide sustainable development.

(28) The garage hereby approved shall only be used for the purpose of parking private motor vehicles in connection with the residential use of the property 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

(29) Notwithstanding the provisions of the Town and Country Planning [General Permitted Development] Order 1995 [or any order revoking and re-enacting that Order with or without modification], no development permitted by Classes Class A of Part 1 of Schedule 2 of the order shall be carried out without the prior written consent of The Local Planning Authority. Reason: To protect the amenities of residents and to maintain a good quality environment.

Notes to Applicants:

This permission is also subject to a legal agreement.

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, Discharge of Condition Applications are required. N.B. Conditions not fully discharged, invalidate the planning permission.

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 (30) or www.southernwater.co.uk

A formal application for connection to the water supply is required in order to service this development. Please contact Southern Water, Southern House Sparrowgrove, Otterbourne, Hampshire, SO21 2SW (tel: 0330 303 0119) or www.southernwater.co.uk

The applicant should be advised that in advance of the commencement of development the contaminated land condition requires that the assessment be completed and approved. Also that as a result of the assessment, amendments to the design of building structures may be required, further that adequate provision of time needs to be made so the assessment can be completed before works commence on site.
Further information and advice about developing 'Brownfield land' can be found on the Council's website. The relevant web-page is entitled 'Development of Brownfield Land'.

In accordance with Appendix C of the Council's adopted Policy Quality Places SPD, the Council requires developers to meet the cost of bins for general and recycling waste. These must be purchased from Direct Services on 023 80688440.

L O'Driscoll

Louise O'Driscoll
Head of Development Management

N.B. SEE ENCLOSED NOTES (PER)

DRAFT

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. Occupation of the 1st Dwelling of the Site

1.3. Occupation of the 10th Dwelling of the Site

1.4. Occupation of the 60th Dwelling of the Site

1.5. Occupation of the penultimate Dwelling on the Site

1.6. Completion of the 110th Dwelling on the Site

SCHEDULE FIVE

(The Contribution Payments)

1. Prior to Commencement of Development of the Site the Owner shall pay to the Council 50% of the Council's Contribution Payments and to the County Council 50% of the County Council's Contribution Payments

2. Not to Commence or cause to be Commenced Development on the Site until the Contribution Payments referred to in Paragraph 1 of this Schedule shall have been paid to the Council and the County Council

3. Prior to Occupation of the 60th Dwelling on the Site the Owner shall pay to the Council the balance of 50% of the Council's Contribution Payments and to the County Council 50% of the Integrated Transport Contribution

4. Not to Occupy or permit the Occupation of more than 60 Dwellings on the Site until the Contribution Payments referred to in Paragraph 3 of this Schedule shall have been paid to the Council and the County Council

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 24% 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 24% Affordable Housing Dwellings out of the total number of housing units constructed or to be constructed on the relevant phase)

1.2 Unless otherwise agreed in writing by the Council the Affordable Housing Dwellings shall be provided in accordance with the following mix (being 75% rent and 25% low cost home ownership) or such other mix as shall be agreed in writing by the Council:

Rent:

4 x 1 bedroom flat (to include one Affordable Housing Dwelling to meet Wheelchair Standard Housing)

11 x 2 bedroom flat

5 x 3 bedroom house

2 x 4 bedroom house

= 22

Low cost home ownership:

2 x 2 bedroom flat

3 x 2 bedroom house

2 x 3 bedroom house

= 7

1.3 The Affordable Housing Dwellings must be developed so that internally they meet the Joseph Rowntree Foundation 1999 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

1.4 That 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 or otherwise agreed between the parties and should a dispute arise the provisions of Clause 7 of the Operative Provisions of this Deed shall apply

1.5 subject to Paragraph 1.6 of this Schedule the land that is to comprise the 24% 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 HP407562 (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 That 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

1.7 That 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) A mortgagee or chargee (or any fixed charge receiver including any receiver appointed under the Law of Property Act 1925, administrative receiver, administrator or any other person appointed under any security documentation to enable such mortgagee to realise its security) of the Affordable Housing Provider to which the freehold or leasehold of the

Affordable Housing Land and/or Affordable Housing Dwellings have been transferred or the successors in title to such bodies/persons; or

b) A tenant exercising their right to acquire under or right to buy under a statutory power or their successors in title; or

c) A shared ownership or shared equity owner acquiring such percentage that will take their ownership to 100% of a property (nor any mortgagee of any such shared ownership leaseholder nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the LPA 1925 or any other person appointed under any security documentation by such mortgagee) or any successors in title to such bodies/persons.

1.8 Not to Occupy or permit Occupation of any of the Private Residential Dwellings constructed on the Site 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 1.9 of this Schedule hereto

1.9 The Owner shall not Occupy or permit Occupation of:

a) more than 33 Private Residential Dwellings until such time as 14 Affordable Housing Dwellings have been constructed and transferred to an Affordable Housing Provider

b) more than 80 Private Residential Dwellings until such time as 26 Affordable Housing Dwellings have been constructed and transferred to an Affordable Housing Provider

c) more than 85 Private Residential Dwellings until such time as 29 Affordable Housing Dwellings have been constructed and transferred to an Affordable Housing Provider

1.10 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 1.9 above and on receipt of any such application the council shall not unreasonably withhold or delay its approval to the same

SCHEDULE SEVEN

(On-Site Public Open Space Land and Play Area)

1. Prior to Commencement of the Development the Owner and Developer shall submit to the Council for the Council's approval:

1.1 a specification detailing the layout landscaping and maintenance for the On-Site Public Open Space Land ("the Approved Open Space Specification"); and

1.2 a specification detailing the design, choice of equipment and supplier of the Play Area which shall be in accordance with BSEN1176 and 1177 ("the Approved Play Area Land Specification").

2. Prior to completion of the 110th Dwelling constructed on the Site to lay out the On-Site Public Open Space in accordance with the Approved Open Space Specification and the Play Area Land and Play Area in accordance with the Approved Play Area Land Specification.

3. The Owner and Developer shall include on all plans, marketing literature and references to the On-Site Public Open Space Land a statement that the land will include an equipped children's play area.

4. On satisfactory completion of the laying out of the On-Site Public Open Space Land in accordance with the Approved Open Space Specification the On-Site Public Open Space 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

5. On satisfactory completion of the laying out of the Play Area and Play Area Land in accordance with the Approved Play Area Land Specification and provided that the Council has been supplied with a satisfactory copy of the Post Installation Inspection carried out by a Play Area Inspector the Play Area shall be opened to the public and shall be maintained by the Owner to the satisfaction of the Council for a period of twelve months commencing on the date that satisfactory completion of the layout is confirmed by the Council in writing.

6. During the twelve month maintenance period of the Play Area the Owner shall use qualified staff and/or contractors to carry out regular inspections and maintenance visits to the Play Area in accordance with the equipment manufacturers instructions and Part 7 of BSEN1176 (or any standards which replace them) to include:

6.1 daily visual inspections, litter picking and bin emptying

6.2 quarterly operational (engineering) inspections

6.3 an annual inspection carried out by a Play Area Inspector to be carried out in the final month of the maintenance period

and all inspections shall be recorded and copies of reports provided to the Council prior to expiration of the maintenance period.

7. The Owner shall use all reasonable endeavours to ensure that the maintenance period for the On-Site Open Space Land and the maintenance period for the Play Area Land (including the Play Area) shall run concurrently.

8. On expiry of the twelve months maintenance period the On-Site Public Open Space Land and Play Area Land (including the Play Area) shall be subject to final inspection by the Council and the Owner shall not Occupy or permit Occupation of the penultimate Dwelling on the Site until the Council has provided written confirmation that upon final inspection the On-Site Public Open Space Land and Play Area Land (including the Play Area) has been deemed satisfactory.

9. The Owner and Developer shall provide copies of all warranties and guarantees for the Play Area equipment, impact absorbing, surfacing and installation to the Council after final inspection.

10. The Owner shall procure that a Management Company maintains the On-Site Public Open Space Land and Play Area Land (including the Play Area) in perpetuity

SCHEDULE EIGHT

(Highway Works)

Part 1: Off-Site Highway Works

1. Prior to Occupation of any Dwelling on Development to enter into the Off-Site Highway Works Agreement with the County Council for the Off-Site Highway Works as per the approved Off-Site Highway Works Specification

2. The Owner shall at its own expense carry out and complete the Off-Site Highway Works in a good and workmanlike manner in accordance with the Off-Site Highway Works Agreement

3. The Owner shall not Occupy any Dwelling on the Site unless and until the Off-Site Highway Works have been completed to the satisfaction of the County Council

Part 2: On-Site Highway Works and private roads

4. The Owner shall not Occupy the final Dwelling until the On-Site Highway Works Specification has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed).

5. The Owner shall provide the On-Site Highway Works in accordance with the On-Site Highway Works Specification and shall maintain the On-Site Highway Works in perpetuity

6. The Owner (or a Management Company procured by the Owner) shall maintain all private roads on the Site to an adoptable standard (unless otherwise agreed by the Council or the County Council) in perpetuity unless and until the private roads are adopted by the County Council

Part 3: Landscaping Management

7. The Owner shall not Occupy the final Dwelling until a Landscaping Management Plan (which shall include provisions for maintenance and management of the on-site street trees and public areas) has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed).

8. On Commencement of the Development the Owner (or a Management Company procured by the Owner) shall implement the Landscaping Management Plan and further to continue to implement the Landscaping Management Plan and to procure that the same is implemented in perpetuity provided that the Landscaping Management Plan may at any time be varied with the prior written consent of the Council.

9. The Owner (or a Management Company procured by the Owner) shall maintain all on-site street trees to an adoptable standard and in accordance with the Landscaping Management Plan unless and until the on-site street trees are adopted by the County Council

10. The Owner (or a Management Company procured by the Owner) shall maintain all public areas in accordance with the Landscaping Management Plan in perpetuity

SCHEDULE NINE

(Final Travel Plan)

The Owner hereby covenants with the Council:

1. Not to Occupy any Dwelling until the Final Travel Plan has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)

2. In the event that the Council declines to approve the Final Travel Plan to submit a revised Final 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 Final Travel Plan not being acceptable and the revised Final Travel Plan shall address the Council's reason for refusal. This process shall be repeated as often as necessary until the Final Travel Plan is approved in writing by the Council

3. 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 Final 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 and PROVIDED THAT the Travel Plan Co-ordinator shall be retained for five (5) years from the first Occupation of any Dwelling

4. Once approved by the Council to implement the Final Travel Plan in accordance with the programme of implementation set out in the Final Travel Plan

5. To produce and submit to the Council the Annual Performance Report in respect of the Final Travel Plan (which shall include as appropriate the remedies required as set out in the Final Travel Plan) for approval in writing in respect of the Development in accordance with the Final 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 Final 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 Final Travel Plan are approved by the Council

6. To implement the Final Travel Plan and any modifications arising from the annual Performance Report approved in writing by the Council

7. To submit a copy of any modified Final Travel Plan (following the Annual Performance Report or otherwise) approved by the Council

8. The matter to be included within the Final Travel Plan may be subject to variation by agreement with the Council

SCHEDULE TEN

(Employment and Skills Management Plan)

1. Not to Commence Development of the Site until the Employment and Skills Management Plan (which accords with the standards required by the National Skills Academy for Construction) has been submitted to and approved in writing by the Council ("the Approved Employment and Skills Management Plan").

2. On Commencement of the Development the Owner shall implement the Approved Employment and Skills Management Plan and further to continue to implement the Approved Employment and Skills Management Plan and to procure that the same is implemented throughout the construction period of the Development provided that the Approved Employment and Skills Management Plan may at any time be varied with the prior written consent of the Council.

3. From Commencement of Development the Owner shall provide the Council at regular intervals or at least once in every six months with a report indicating how it has met the criteria set out in the Approved employment and Skills Management Plan.

SCHEDULE ELEVEN
(UNALLOCATED PARKING SPACES)

1. The Owner shall provide for a minimum of 44 of the parking spaces on the Site to be Unallocated Parking Spaces in accordance with the Parking Distribution Plan.

2. The Owner shall not dispose of any Unallocated Parking Space provided on the Site to any prospective owner or owner of any Dwelling or any other person or party without the prior written agreement of the Council

3. The Owner (or a Management Company procured by the Owner) shall maintain all Unallocated Parking Spaces in perpetuity unless and until the Unallocated Parking Spaces are transferred to the Council or the County Council

SCHEDULE TWELVE
(Final Parking Management Strategy)

1. Not to Commence Development of the Site until the Final Parking Management Strategy has been submitted to and approved in writing by the Council ("the Approved Final Parking Management Strategy").

2. Prior to Occupation of the First Dwelling the Owner shall implement the Approved Final Parking Management Strategy and further continue to implement the Approved Final Parking Management Strategy provided that the Approved Final Parking Management Strategy may at any time be varied with the prior written consent of the Council.

SCHEDULE THIRTEEN
(Management Company)

1. The Owner shall:

1.1 provide details of each Management Company it has procured to the Council;

1.2 provide contact details of a relevant representative of each Management Company it has procured to the Council;

1.2 notify the Council of any change in Management Company; and

1.3 notify the Council of any change of representative or any change of contact details of the representative for each Management Company

as soon as reasonably practicable after any of the above occur and in any event within 10 workings days of the occurrence.

2. The Owner shall require each Management Company it procures to, upon the request of the Council, liaise with the Council and involve the Council (at the Council's request) in the management process.

SCHEDULE FOURTEEN
(No Ransom Strips)

In carrying out the Development the Owner shall procure that possible future accesses are retained and maintained and no Ransom Strips shall be formed at any time between the Site and any existing roads linking into the Site

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

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

[redacted]

Head of Legal and Democratic Services

EXECUTED as a DEED by affixing)
THE COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL)
in the presence of:-)

Authorised Signatory 36/3808

[redacted]

EXECUTED as a DEED by)
TAYLOR WIMPEY UK LIMITED)
acting by its attorneys)
in the presence of)

MICHAEL DORE
ATTORNEY

BELINDA [redacted]

LAURA AUSTIN , SOLICITOR
TEMPLARS HOUSE
LULWORTH CLOSE EASTLEIGH
HAMPSHIRE SO53 3TJ