DATED 7th July 2017

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

and

GRAHAM ARTHUR TAYLOR AND KATHRYN JANET TAYLOR

and

PAISLEY HOLDINGS LIMITED

and

PERSIMMON HOMES LIMITED

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to land to the south of Mallards Road, Bursledon in Hampshire

I Austin
Legal Services Manager
Eastleigh Borough Council
Eastleigh House
Upper Market Street
EASTLEIGH
SO50 9YN
JD/6/13/806/10657

THIS DEED is made on 7th July 2017

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) GRAHAM ARTHUR TAYLOR AND KATHRYN JANET TAYLOR of 26 Cuckoo Lane, Stubbington, Fareham, Hampshire PO14 3PF ("the Owner")

(4) PAISLEY HOLDINGS LIMITED (Jersey Company Registered No. 121214) whose registered office is 15-17 Rue de Funchal, St Helier, Jersey J£2 4TT ("the Mortgagee")

(5) PERSIMMON HOMES LIMITED (Company Registered No. 04108747) whose registered office is Persimmon House, Fulford, York YO19 4FE ("the Developer")

RECITALS

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

(2) The Owner is the registered proprietor of the Site

(3) The County Council is a Local Planning Authority for the purposes of the Act and the Highway Authority and Education Authority for Hampshire

(4) The Developer has by written application numbered O/15/76491 and dated 30 April 2015 (and made valid 8 July 2015) applied to the Council for Planning Permission for the Development of the Site. On 10 March 2016 the Council refused to grant the Planning Permission and the Developer has made the Appeal to the Secretary of State.

(5) The Owner, the Mortgagee, the Developer, the Council and the County Council 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:

"the Act"	means the Town and Country Planning Act 1990
"Affordable Housing"	means low cost housing which meets the definition in Annex 2 of the National Planning Policy Framework 2012 or any successor policy or guidance issued thereto and to be provided in accordance with this Deed unless otherwise agreed in writing with the Council
"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 provisions of Paragraph 1 of Schedule Five

"Affordable Housing Provider"	means a registered provider in accordance with Part 1 of the Housing Act 1996 and/or registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 who is registered with the Homes and Communities Agency (referred to as the HCA) or such other body as may be agreed with the Council (such agreement not to be unreasonably withheld or delayed)
"Air Quality Monitoring Contribution"	means a contribution to be paid to the Council in the sum of seven thousand eight hundred pounds (£7,800.00) index linked from and including 1 February 2012 in accordance with Clause 14 of this Deed and to be used towards the monitoring and management of air quality impacts arising from additional traffic from the Site
"Appeal"	means the appeal against the refusal of the Application allocated reference number APP/W1715/W/16/3156702

"Application"	means the application submitted to the Council for the Planning Permission with reference O/15/76491
"Artist"	means a professional artist to design and implement the Public Art
"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 including demolition of existing buildings and structures - Site preparation; - The diversion of services; - The erection of temporary means of enclosure; - The temporary display of site notices and adverts; - Archaeological investigations and evaluation; - Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;

	and the expressions "commenced", "commence", "commencing" and "commences" shall be construed accordingly
"Community Infrastructure Contribution"	means a contribution to be paid to the Council in the sum of ninety seven thousand and twenty pounds (£97,020.00) index linked from and including 1 January 2008 in accordance with Clause 14 of this Deed and to be used towards the provision or improvement of community infrastructure in the Local Area, to include: • Youth work at Hamble Sports College; • Rebuilding of Hound Parish Hall, Netley; • Improvements to St Mary's Church, Netley
"Council's Contribution Payments"	means the payments to be made by the Owner to the Council in respect of: (i) the Air Quality Monitoring Contribution; (ii) the Community Infrastructure Contribution;

(iii) the Off-Site Public Open Space and Play Contribution;

(iv) the Pilands Wood SINC Management Commuted Sum;

(v) the Solent Recreation Mitigation Partnership Contribution

all index linked in accordance with clause 14 of this Deed

"County Council Contribution Payments" means the payments to be made by the Owner to the County Council in respect of:

(i) the Primary Education Contribution;

(ii) the Secondary Education Contribution; and

(iii) the Sustainable Integrated Transport Contribution

all index linked in accordance with clause 14 of this Deed

"Default Interest Rate" means interest at four per cent (4%) above the base lending rate of Barclays 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
"LEAP Standard"	means Local Equipped Area for Play in accordance with the LEAP standard as set out in the Fields in Trust "Guidance for Outdoor Sport and Play: Beyond the Six Acre Standard" dated October 2015.
"Local Area"	means the area of Bursledon, Hamble-Le-Rice and Hound
"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 for the purposes permitted by the Planning Permission but not

	including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and reference to "Occupy" shall be construed accordingly
"Off-Site Public Open Space and Play Provision Contribution"	means the sum of fifty two thousand, four hundred and thirty eight pounds and eighty eight pence (£52,438.88) index linked from and including 1 January 2008 in accordance with Clause 14 of this Deed towards the improvement and enhancement of the following open space facilities in the Local Area: • Mallards Moor • Improvements and enhancements to Lionheart Ecology Park
"On-Site Open Space Land"	means an area of public open space to be provided on the Site in accordance with the On-Site Open Space Standard

"On-Site Open Space Standard" means an area of open space that meets the standards set out in the Council's adopted Planning Obligations SPD (July 2008) on the basis of 2.85 hectares per 1000 population based on the following average occupancies:

No. of beds	Average Occupancy	Total open space requirement per dwellings (gross sqm)
1	1.5	42.75
2	1.7	48.45
3	2.3	62.7
4	3.0	85.5
4+	3.5	99.75

"Owner" means the Owner and his respective successors in title to the Site

"Pilands Wood / Mallards Moor SINC Management Commuted Sum" means a commuted sum of twenty six thousand pounds (£26,000) index linked from and including the date of this Deed in accordance with clause 14 of this Deed to be paid to the

	Council for the management of the Pilands Wood / Mallards Moor SINC
"Plan"	means the Plan annexed hereto
"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 Area"	means an area of land within the On-Site Open Space Land for children's play to be secured with fencing in accordance with the Approved Scheme defined in paragraph 1 of Schedule Six by the Owner and to be equipped to LEAP standard by the Council
"Play Area Land"	means the land on which the Play Area is situated
"Primary Education Contribution"	means a contribution to be paid to the County Council in the sum of four hundred and forty nine thousand, two hundred and thirty nine pounds (£449,239.00) index linked from and including the 4th Quarter 2016 in

	accordance with clause 14 of this Deed towards the expansion of Bursledon Infant and Junior School
"Secondary Education Contribution"	means a contribution to be paid to the County Council in the sum of one hundred and thirty eight thousand, one hundred and twenty pounds (£138,120.00) index linked from and including the 4th quarter 2016 in accordance with clause 14 of this Deed towards the expansion of Hamble School
"Services"	means pipes wires sewers drain 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 fourteen thousand one hundred and eighteen pounds (£14,118.00) index linked from and including 1 April 2015 in accordance with Clause 14 of this Deed to be used towards to be used towards funding the work of the Solent Recreation Mitigation Partnership
"Sustainable Integrated Transport Contribution"	means a contribution to be paid to the County Council in the sum of three hundred and three thousand, eight hundred and eighty two pounds (£303,882.00) index linked from and including 1 April 2009 in accordance with clause 14 of this Deed in respect of sustainable transport measures to be used towards:

- Improvements and enhancements to Windhover Roundabout;
- Improvements to the Portsmouth Road / Hamble Lane junction, inclusive of pedestrian crossing improvements; and
- Capacity improvements on Hamble Lane

"Traffic Regulation Order Sum"	means the sum of £6,000.00 to be paid to the County Council for the funding of Traffic Regulation Orders in the locality as a result of the Development
"Wheelchair Standard Housing"	means housing which is specifically designed to meet the needs of wheelchair users

OPERATIVE PROVISIONS :-

3. 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 contained in this Deed

4. 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

5. 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 Seven inclusive SAVE THAT

   5.1 This Deed shall not be enforceable against service companies or statutory undertakers who purchase (including by way of lease) or otherwise become proprietor of any land or obtain the benefit of any right wayleave covenant or easement in on over under or across the Site for the construction or installation of any structure or apparatus required to provide services in connection with the development of the Site

   5.2 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 them other than the obligations contained in Schedule Five which shall be enforceable against owner-occupiers or tenants of the Affordable Housing Dwellings

6. The Council and the County Council hereby agree that the Owner shall not be liable for any breach of the restrictions and obligations on its part set out in this Deed where such breach arises after the Owner shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest

7. The parties 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 then such consent or approval or confirmation shall not be unreasonably withheld or delayed and the parties 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

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

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

11. The Owner hereby warrants to the Council and the County Council that the mortage in favour of The Mortgage Works UK Plc has been discharged and the new mortgage in favour of Paisley Holdings Limited will be registered at HM Land Registry against title number HP585830 and HP586300

12. The Mortgagee hereby acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of its mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under the terms of this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

13. The Developer shall pay the Council's and the County Council's proper legal costs and disbursements and other costs in connection with the preparation, negotiation and completion of this Deed on completion of this Deed

14. Save in respect of any provision 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

14.1. the dispute or difference may on written notice by any party at any time and served on the other parts (the "Determination Notice") be referred to and determined by an independent person (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

14.2. the Independent Person shall be appointed by agreement between the relevant parties (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

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

14.3.1. 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)

14.3.2. 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

14.3.3. 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;

14.3.4. 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

14.3.5. 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

15. It is agreed between the parties that:

15.1. the Sustainable Integrated Transport Contribution to be paid to the County Council by the Owner hereunder is required to be index linked and each relevant payment shall be increased by reference to the Retail Price Index ("RPI") from the 1st of April 2009 published by the Office for National Statistics (or amendment or replacement thereof) from and including the base date referred to in the definition of such contribution to the date that the payment is received by the County Council;

15.2. the Education Contribution to be paid to the County Council by the Owner hereunder is required to be index linked and shall be increased by reference to the BCIS All-in TPI tender price index or amendment/replacement thereof from and including the 4th Quarter 2016 to the date that the payment is received by County Council;

15.3. 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 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

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

17. If prior to the receipt of any contributions payable pursuant to the terms of this Agreement the County Council incurs any expenditure in providing additional facilities to which it was intended to apply any such contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the County Council may immediately following receipt of such contribution deduct there from a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such proportion of any such contribution shall not be the subject of any requirement to repay or account for it or any interest accrued thereon pursuant to the terms of this Agreement and that such monies shall be and remain the property of the County Council and shall not be bound by the terms of this Agreement

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

19. No failure or delay by the Council or 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.

20. Nothing in this agreement shall prohibit or limit the right to develop any part of the Property 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.

21. The parties agree that:

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

21.2. 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.

22. 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

23. 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 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.

24. It is agreed between the parties that if the Secretary of State or the Inspector in the decision letter concludes that any of the planning obligations set out in this Deed (or relevant part of a planning obligation) fail to meet the statutory tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010 or the guidance contained in the National Planning Policy Framework or National Planning Practice Guidance and accordingly attaches no weight to that obligation in determining the Appeal then the relevant obligation(s) (or part of the obligation as appropriate) to that extent shall not apply and shall not be enforceable by the Council or County Council whilst all other obligations shall continue to have full force and effect.

25. The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Site otherwise than as set out in the Title Registers.

26. In this Deed:

26.1. 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;

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

26.3. a reference to a clause or schedule is a reference to a clause or schedule contained in this Deed

27. 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

28. This Deed is conditional upon the grant of the Planning Permission; save for provisions of clauses 1, 10, 12, 20, 21, 22, 23, 24, 25, 26 and 27 which shall come into effect immediately on completion of this Deed.

29. Insofar as any clause or clauses of this Deed are found by the Secretary of State for Communities and Local Government (whether acting by an appointed Inspector or not) or a Court to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

30. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or it is modified by any statutory procedure other than at the request of the Owner or expires prior to the Commencement of Development.

INDEX OF SCHEDULES

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Schedule Four	Contribution Payments
Schedule Five	Affordable Housing
Schedule Six	Open Space Land and Play Area

SCHEDULE ONE

(Description of Site)

The freehold land to the south of Mallards Road, Bursledon, Southampton SO31 8EH 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 Numbers:

- HP586300 (subject to a charge in favour of the Mortgagee as will be registered at HM Land Registry in the Charges Register of title HP586300);
- HP585830 (subject to a charge in favour of the Mortgagee as will be registered at HM Land Registry in the Charges Register of title HP585830); and
- HP285304

SCHEDULE TWO

(Proposed Development of Site)

Outline: Construction of up to 80 dwellings including public open space with access as only detailed matter for consideration following demolition of nos. 1 and 3 Mallards Road.

SCHEDULE THREE

(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

   1.3. Occupation of the 50th Dwelling

   1.4. Occupation of the 70th Dwelling

   1.5. Occupation of the 80th Dwelling

SCHEDULE FOUR

(The Contribution Payments)

1. The Owner shall pay to the Council the Council's Contribution Payments according to the following schedule:

   1.1. 25% prior to Commencement of Development

   1.2. 25% prior to first Occupation of any Dwelling

   1.3. 25% prior to Occupation of the 50th Dwelling

   1.4. 25% prior to Occupation of the 70th Dwelling.

2. The Owner shall pay to the County Council the County Council's Contribution Payments according to the following

   2.1 The Sustainable Integrated Transport Contribution prior to Commencement of Development

   2.2 The Transport Regulation Order fee prior to Commencement of Development

   2.3 the first 25% of the Primary Education Contribution and Secondary Education Contribution prior to Commencement of Development

   2.4 the second 25% of the Primary Education Contribution and Secondary Education Contribution prior to first Occupation of any Dwelling

   2.5 the third 25% of the Primary Education Contribution and Secondary Education Contribution prior to the Occupation of the 50th Dwelling

   2.6 the final 25% of the Primary Education Contribution and Secondary Education Contribution prior to the Occupation of the 70th Dwelling

3. The Owner shall not Commence or cause to be Commenced Development on the Site until the Council's Contribution Payments referred to in paragraph 1.1

have been paid to the Council and the County Council's Contribution Payments referred to in paragraph 2.1 to 2.3 have been paid to the County Council

4. The Owner shall not Occupy or permit Occupation of any Dwelling until the Council's Contribution Payments referred to in paragraph 1.2 have been paid to the Council and the County Council's Contribution Payments referred in paragraph 2.1 to 2.4 have been paid to the County Council

5. The Owner shall not Occupy or permit Occupation of the 50th Dwelling until the Council's Contribution Payments referred to in paragraph 1.3 have been paid to the Council and County Council's Contribution Payments referred to in paragraph 2.1 to 2.5 have been paid to the County Council

6. The Owner shall not Occupy or permit Occupation of the 70th Dwelling until the Council's Contribution Payments referred to in paragraph 1.4 have been paid to the Council and the County Council's Contribution Payments referred to in paragraph 2.1 to 2.6 have been paid to the County Council

SCHEDULE FIVE

(Affordable Housing)

1. The Owner hereby covenants that:

1.1. prior to Occupation of any Dwelling on the Site to provide the land for no less than 35% of the overall number of Dwellings constructed on the Site for Affordable Housing (and if the Development proceeds in phases to ensure that each phase has land provided for a minimum of 35% Affordable Housing Dwellings out of the total number of housing units constructed or to be constructed on the relevant phase unless otherwise agreed with the Council)

1.2. The Affordable Housing Dwellings provided will be a representative mix of those being provided on the open market on the Site and such mix to be approved by the Council's Head of Housing Services. The mix will include 3% Wheelchair Standard Housing. The Council reserves the right to vary the mix of Affordable Housing Dwellings and tenures having regard to the levels of funding available at the time of construction.

1.3. The Affordable Housing Dwellings must be developed to lifetime homes standards or such other standards that shall be in force at the date of the contract being entered into in addition to any specific requirements of the Affordable Housing Provider

1.4. 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 and should a dispute arise the provisions of Clause 13 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 35% Affordable Housing Dwellings shall be transferred to the Affordable Housing Provider:

1.5.1. for an estate in fee simple in possession

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

1.5.3. subject to the matters specified in the Property and Charges Registers of Title Numbers HP586300, HP585830 and/or HP285304 (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

1.1. In the event of an agreement not being reached with the Affordable Housing Provider with regard to the construction costs of the Affordable Housing Dwellings to transfer the interest in the Site upon which the Affordable Housing Dwellings would have been constructed to a further Affordable Housing Provider as the Council nominates in writing within 28 days of written request from the Owner requesting the Council to so nominate and in the event after a further period of three months of the

Affordable Housing Land being made available no agreement has been reached with regard to the construction costs of the Affordable Housing Dwellings the Owner shall be at liberty to transfer the interest in the Affordable Housing Land to any Affordable Housing Provider as the Owner shall determine at nil cost

1.2. 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

1.3. 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 mortgagee in possession or chargee (or to a receiver appointed thereby) of an Affordable Housing Provider to which the freehold or long leasehold of the Affordable Housing Land and/or Affordable Housing Dwellings has been transferred or on a sale to a tenant exercising their right to acquire or purchase under a statutory power or to a shared ownership or shared equity owner acquiring such percentage that will take their ownership to 100% of a property subject to a shared ownership or shared equity lease (or mortgagee in possession) or to the successors in title to such persons

1.4. Not to Occupy or permit Occupation of any of the private residential Dwellings constructed on the Site (being residential dwellings other than the Affordable Housing Dwellings) until such time as the Nominations Agreement where no such nomination rights currently exist, has been entered into by the Affordable Housing Provider with the Council and such Nominations Agreement shall be in the terms approved by the Council and unless such Occupation is in accordance with the following provisions of Paragraph 1.10 of this Schedule hereto

1.5. No more than 20 private residential Dwellings may be Occupied until 10 Affordable Housing Dwellings have been constructed on the Site and transferred to an Affordable Housing Provider and no more than 40 private residential Dwellings may be Occupied until all the Affordable Housing Dwellings have been constructed on the Site and transferred to an Affordable Housing Provider.

1.6. The calculation in sub-clause 1.10 above shall be adjusted on a pro rata basis in the event of the transfer of Affordable Housing Dwellings other than in multiples of 10

1.7. The Owner shall have the right to apply to the Council to seek the Council's approval to a different method of calculation from that set out in sub-clause 1.10 above and on receipt of any such application the council shall not unreasonably withhold or delay its approval to the same

1.8. If the Owner constructs more Dwellings on the Site for which planning permission is obtained under the Planning Permission then additional Affordable Housing Dwellings shall be provided on the basis of providing the required 35% out of the total number to be constructed and the above

provisions of this Schedule shall so far as applicable apply to the Affordable Housing Dwellings (if any) provided pursuant to this paragraph

SCHEDULE SIX

(On-Site Open Space Land and Play Area)

1. The Owner hereby covenants with the Council 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 and maintenance for the On-Site Open Space Land and the Play Area Land, to include:

   1.1. details of the play equipment and the design for the Play Area ensuring that it meets the LEAP standard;

   1.2. details that all the equipment and Impact Absorbing Surfacing meets BSEN 1176 and BSEN 1177; and

   1.3. details for a satisfactory Post Installation Inspection by an Inspector qualified to Annual Inspection status and on the Register of Play Inspectors International prior to the play area being opened to the public along with details to ensure compliance to meet the legal requirements of managing a children's play areas including risk assessments and to meet BSEN 1176, Part 7 Guidance for installation, inspection, maintenance and operation.

2. not to Occupy or permit Occupation of the 50th Dwelling constructed on the Site until the Owner has laid out the On-Site Open Space and the Play Area Land in accordance with the Approved Specification;

3. not to Occupy or permit Occupation of the 70th Dwelling until the freehold of the On-Site Open Space Land and the Play Area Land (together with any rights necessary for its enjoyment as such) has been transferred to the

Management Company in accordance with paragraphs 3 and 4 of this Schedule

4. The Owner shall include on all plans, marketing literature and references to the Open Space Land and the Play Area Land, a statement that the land will include an equipped children's play area.

5. The transfer of the On-Site Open Space Land and the Play Area Land to the Management Company shall be for the nominal consideration of £1.00 and on the terms agreed between the parties acting reasonably

6. Until such time as the On-Site Open Space Land and the Play Area Land has been transferred to the Management Company the Owners shall maintain the On-Site Open Space Land and the Play Area Land at his own expense in a manner fit for use in accordance with the terms of this Agreement.

7. To maintain the On-Site Open Space Land and the Play Area Land in accordance with the maintenance plan approved under paragraph 1 of this Schedule in perpetuity.

8. Twelve (12) months after laying out the On-Site Open Space Land the Owner shall notify the Council in writing and shall permit the Council to undertake an inspection of the On-Site Open Space Land for the purpose of reviewing compliance with the Approved Specification

9. Not to allow the On-Site Open Space Land and the Play Area Land to be used for any other purpose other than as open space and a play area for the use of the public in perpetuity

10. Any transfer of the On-Site Open Space Land and the Play Area Land shall include a restriction not to use such land for any purpose other than On-Site Open Space Land and the Play Area Land

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

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



[redacted]

Authorised Signatory

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

SIGNED as a DEED and delivered)
by the said GRAHAM ARTHUR TAYLOR)
in the presence of:-)

[redacted]

WITNESS

Signat

Name

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SIGNED as a DEED and delivered)
by the said K ET TAYLOR)
in the presen)

[redacted]

WITNESS

Signatur

Name ..

Address

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Occupat

EXECUTED as a DEED and delivered)
by PERSIMMON HOMES LIMITED acting)
by a Director in the presence of:-)

Director [redacted]

WITNESS

S[redacted]
N[redacted].
A[redacted].
1.0[redacted]
V[redacted].
O[redacted]

EXECUTED as a DEED and delivered)
by PAISLEY HOLDINGS LIMITED)
acting by a Director in the presence of)
a witness)

[redacted]

WITNESS

Signa[redacted].....
Nam[redacted].....
Addr[redacted].....
.....To[redacted].....
.....[redacted].....
Occu[redacted].....



[redacted]

[redacted]

Rev	Date	Revision Details	Dr	Ch
B	04.08.15	Red line adjusted	la	mc
A	03.08.15	Red line adjusted	la	mc

PERSIMMON
Together, we make a home

Job Title: Bursledon, Mallards road

Drawing Title: Site Location Plan

Job No	Drawing No	Rev
	PD102	B
Drawn: jp	Checked: db	Date: 04.08.15

Scale: 1:500 @ A1 / 1:1000 @ A3

Status: APPROVAL