DATED 26th February 2018 ~~2017~~

EASTLEIGH BOROUGH COUNCIL

-and-

HAMPSHIRE COUNTY COUNCIL

- and-

TAYLOR WIMPEY UK LIMITED

Deed of Variation of Agreement pursuant to (inter alia) section 106 of the Town and County 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 dated 24th of November 2014

HCC file ref: 105511

Barbarra Beardwell

Head of Governance and Monitoring Officer

Hampshire County Council

The Castle

Winchester

Hampshire SO23 8UJ

DEED OF VARIATION OF TOWN AND COUNTRTY PLANING ACT SECTION 106 AGREEMENT

Date: 26th Februry 2018 ~~2017~~

PARTIES:

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 LIMTED (Company Registration Number 1392762 whose registered office is situated at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Owner")

WHEREAS:

1. This Deed is supplemental to the Original Section 106 Agreement
2. The Original Section 106 Agreement was entered into between the parties to secure the provision of certain Works as therein defined.
3. In the Original Section 106 Agreement the Owner covenanted to deliver the Off Site Highway Works at the Owner's expense.
4. The Owner and the County Council have now agreed that the County Council will undertake the Off Site Highway Works and the Owner will fund the cost of this.
5. The Parties hereto now wish to vary the terms of the Original Section 106 Agreement as hereinafter provided

NOW THIS DEED OF AGREEMENT WITNESSETH as follows:

Definitions

In this Agreement the following expressions shall have the following meanings:

"the Original Section 106 Agreement"	Means an agreement dated the 24th of November 2014 between Eastleigh Borough Council (1) Hampshire County

		Council (2) and Taylor Wimpey UK Limited (3)

1. This Deed of Variation of Agreement is made pursuant to Sections 106 Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 and all other enabling powers

2. The Owner will pay the County Council's reasonable legal costs and disbursements in the preparation and completion of this Deed

3. Unless separately defined in this Deed the expressions in this Deed shall have the same meanings as given to them in the Original Section 106 Agreement

"Definitions"

4. The definition of "Off-Site Highway Works" in the Original Section 106 Agreement is deleted and replaced with the following:

Means the off-site highway works referred to in Schedule Eight of this Deed to provide the improvement scheme at the Labumum Road/Toynbee Road junction as shown indicatively on drawing EC/RJ505733/112 Rev A

5. The definition of "Off-Site Highway Works Agreement" in the Original Section 106 Agreement is deleted

6. The definition of "Off-Site Highway Works Specification" in the Original Section 106 Agreement is deleted and replaced with the following:

Means the specifications and plans in respect of the Off-Site Highway Works Specification to be produced by the County Council

7. The following definition of "the Off-Site Highway Works Sum" is inserted into the definitions in the Original Section 106 Agreement:

Means the sum of £45,000.00 being the estimated cost of delivering the Off – Site Highway Works to be paid to the County Council by the Owner

8. The following definition of "the Off-Site Highway Works Design Sum" is inserted into the definitions in the Original Section 106 Agreement:

Means the sum of £5,000.00 being the cost of designing the Off – Site Highway Works to be paid to the County Council by the Owner

9. The following definition of "the Additional Works Demand" is inserted into the definitions in the Original Section 106 Agreement:

Means an additional demand for any sum incurred by the County Council in undertaking the Off Site Highway Works in excess of the payment received from the Owner in settlement of the Off-Site Highway Works Sum and the Off-Site Highway Works Design Sum to be paid by the Owner to the County Council within 14 days of notification of the sum required

"Schedule 8 (Highway Works)"

10. Paragraph 1 of Schedule 8 of the Original Section 106 Agreement is deleted and replaced with the following:

1. The Owner shall pay to the County Council the Off-Site Highway Works Sum and the Off-Site Highway Works Design Sum ;

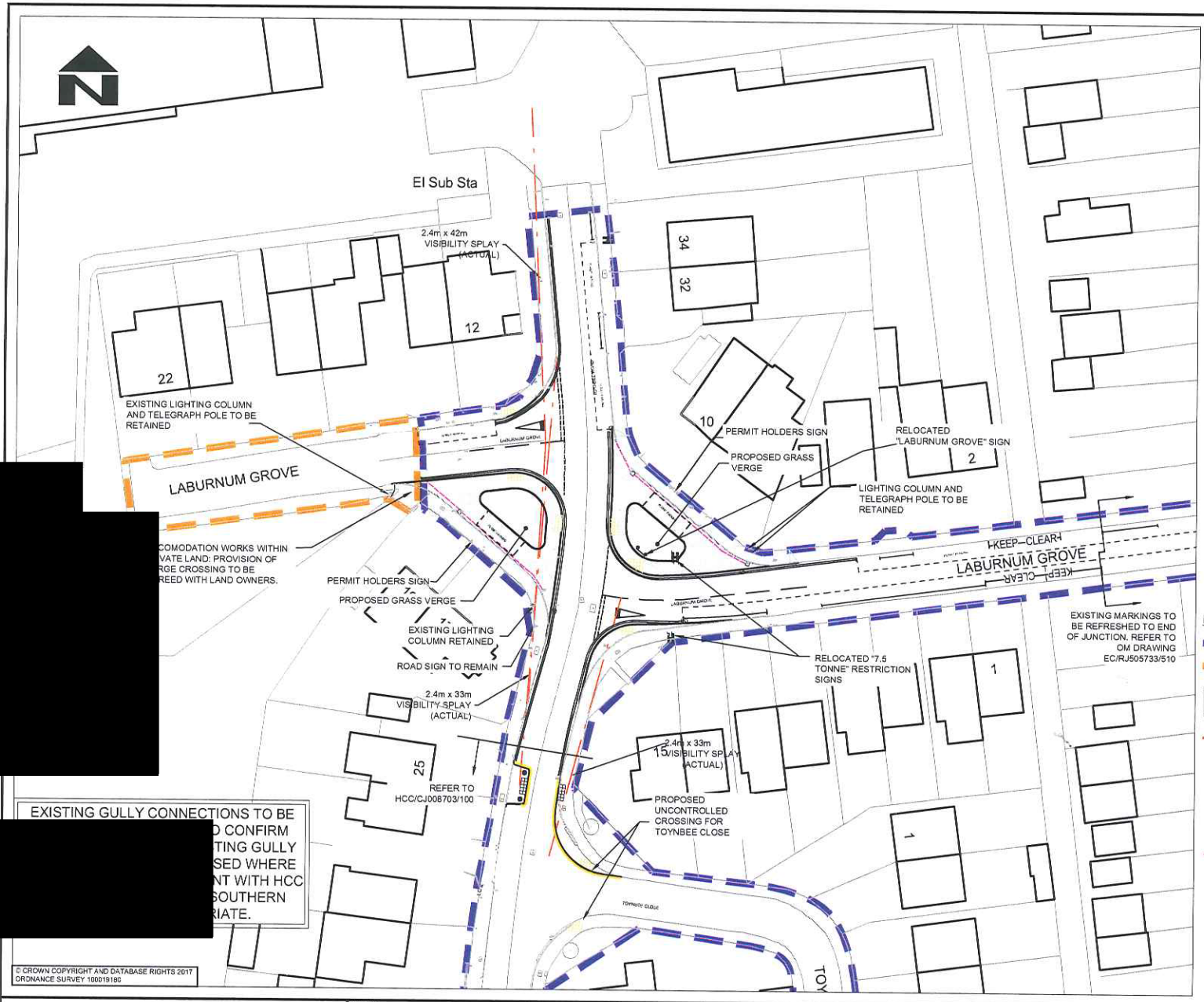
11. Paragraph 2 of Schedule 8 of the Original Section 106 Agreement is deleted and replaced with the following:

2. Once the County Council has received the payment of the Off-Site Highway Works Sum and the Off-Site Highway Works Design Sum the County Council will undertake the Off-Site Highway Works

12. Paragraph 3 of Schedule 8 of the Original Section 106 Agreement is deleted and replaced with the following;

3. On completion of the Off Site Highway Works the County Council will if necessary notify the Owner of the Additional Works Demand and the Owner will pay to the County Council the sum specified in the Additional Works Demand.

13. Except as varied by this Deed the Original Section 106 Agreement is otherwise confirmed and remains in full force and effect



[redacted]

[redacted]

© CROWN COPYRIGHT AND DATABASE RIGHTS 2017
ORDNANCE SURVEY 100019180

NOTES

1. ALL WORKS ARE TO BE IN ACCORDANCE WITH HAMPSHIRE COUNTY COUNCIL SPECIFICATIONS
2. IF THERE IS ANY AMBIGUITY BETWEEN THE SPECIFICATION AND THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER.
3. DO NOT SCALE FROM THIS DRAWING. WORK FROM FIGURED DIMENSIONS ONLY.
4. ALL DIMENSIONS, LEVELS AND SURVEY GRID CO-ORDINATES ARE TO BE CHECKED ON SITE AND THE ENGINEER NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF THE WORKS.
5. NO DEVIATION FROM THE DETAILS SHOWN ON THIS DRAWING IS PERMITTED WITHOUT PERMISSION FROM THE ENGINEER.
6. ALL TESTING REQUIRED BY HAMPSHIRE COUNTY COUNCIL IS TO BE CARRIED OUT AT THE CONTRACTORS EXPENSE.
7. ALL AFFECTED EXISTING SERVICE COVERS / IRON WORK TO BE ADJUSTED TO SUIT THE PROPOSED LEVELS WITH THE APPROVAL OF THE APPROPRIATE STATUTORY UNDERTAKER
8. CONTRACTOR TO LOCATE THE POSITION AND DEPTH OF ALL SERVICES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
9. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER ENGINEERING DETAILS, DRAWINGS AND SPECIFICATION.
10. FOR PROPOSED CONSTRUCTION REFER TO DWG: EC/RJ505733/410
11. FOR SITE CLEARANCE DETAILS REFER TO DWG: EC/RJ505733/210
12. FOR SIGNS AND LINES DETAILS REFER TO DWG: EC/RJ505733/510
13. PROVISION FOR PEDESTRIAN AND VEHICULAR ACCESS IS REQUIRED TO RESIDENCES AND BUSINESSES AT ALL TIMES.
14. LIAISON AND CO-OPERATION WILL BE REQUIRED WITH PRINCIPAL CONTRACTOR ON ADJACENT CONSTRUCTION SITE (IF OPERATING) AND BUSINESSES TO MINIMISE DISRUPTION AND CO-ORDINATE TRAFFIC MANAGEMENT
15. THE CONTRACTOR SHALL NOT ENTER ONTO THE LAND OUTSIDE OF THE SITE WITHOUT PERMISSION OF THE LANDOWNER.
16. ANY DAMAGE CAUSED TO THE THIRD PARTY LAND OR PROPERTY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

LEGEND

- HIGHWAY BOUNDARY
- NON ADOPTABLE HIGHWAY.
- PROPOSED FOOTWAYS AND VERGE CROSSINGS
- VISIBILITY SPLAY - DISTANCES AS ANNOTATED
- PROPOSED ROAD GULLY. FINAL GULLY POSITION TO BE DETERMINED BY SITE ENGINEER TO AVOID CONFLICT WITH EXISTING SERVICES. GULLY CONNECTION TO UTILISE EXISTING WHERE POSSIBLE. REFER TO DWG EC/RJ505733/411
- PROPOSED BUFF TACTILE PAVING
- PROPOSED V DRAINAGE CHANNEL (TYPE 1A STRENGTHNED FOOTWAY) IN LINE WITH EXISTING KERB
- PROPOSED SIGN

0 5 10 20 30 40 50 100

REV	AMENDMENTS	DATE	CAD	CHKD	APPD
A	PROVISION OF PARKING FACILITIES ON FOOTWAY AND ADDITIONAL PEDESTRIAN CROSSINGS - CHANGE TO DRAINAGE	22.09.2017	RB	EB	

CLIENT
HAMPSHIRE COUNTY COUNCIL
ECONOMY, TRANSPORT AND ENVIRONMENT DEPARTMENT
STRATEGIC TRANSPORT

CONSULTANT
Hampshire County Council Engineering Consultancy
STUART JARVIS BSc DipTP FCIHT MRTPI DIRECTOR OF ECONOMY, TRANSPORT & ENVIRONMENT

DESIGNER	EB
CAD	RB
CHECKED	IS / IS
APPROVED	AT / AT

SCHEME
TOYNBEE ROAD
EASTLEIGH
JOB No. R_J505733.01
HCC CAD PLOT: 27/09/2017 10:39:00

DRAWING TITLE
GENERAL ARRANGEMENT

SCALE @ A3	DATE	SHEET NUMBER	DRAWING NUMBER	REV
1:500 @A3	JULY 2017	1 OF 1	EC/RJ505733/112	A

HCC CAD FILE: K:\Eng\Roads\Schemes\RJ507286.01 Toynbee Road Easleigh\AutoCAD\Contract\EC_RJ505733_112_ General Arrangement.dwg

IN WITNESS WHEREOF the parties have delivered this Agreement as a Deed the day and year first above written

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] .....

Authorised Signatory

EXECUTED as a DEED TAYLOR)

WIMPEY UK LIMITED acting by its)

Attorneys in the presence of :)

[redacted]

Attorney signature:

[redacted]

Witness signature:

Witness name: LAURA AUSTIN, SOLICITOR

Witness Address: COLVEDENE COURT, WESSE
BUSINESS PARK, COLDEN
COMMON, HANTS SO21 1W