DATED 4th March 2026

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

and

JOHN MILES LEGG-BAGG and ANNE ELIZABETH LEGG-BAGG
and

HIGHWOOD VENTURES 18 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 on the east side of Chicken Hall Lane Eastleigh

Head of Legal Services
Eastleigh Borough Council
Eastleigh House
Upper Market Street
EASTLEIGH
SO50 9YN

THIS DEED is made on 4th March 2026

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) JOHN MILES LEGG-BAGG and ANNE ELIZABETH LEGG-BAGG of 1 Torre Close Eastleigh Hampshire SO50 4RS ("the Owner")

(4) HIGHWOOD VENTURES 18 LIMITED incorporated and registered in England and Wales with company number 14736832 whose registered office is The Hay Barn Upper Ashfield Farm, Hoe Lane, Romsey, Hampshire, United Kingdom, SO51 9NJ ("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 freehold owner of the Site and subject to an option agreement dated 12 September 2023 in favour of the Developer

(3) The County Council is:-

(i) a local planning authority for the purpose of section 106 of the Act

(ii) the local highway authority (except for trunk roads and special roads)

(ii) education authority for Hampshire

(iii) the Transport Authority for Hampshire for the purpose of the Transport Act of 1985 and 2000

(4) Highwood Homes Limited (the parent company of the Developer) has by written application numbered F/24/98678 and dated 24 December 2024 (and made valid on 9 January 2025) ("the Application") 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 and the Developer entering into this Deed

(6) The parties hereto are satisfied that the agreement is to the benefit of the public and that the obligations contained herein are:

a.Necessary to make the development acceptable in planning terms; and

b.directly related to the development; and

c.fairly and reasonably relate in scale and kind to the development in accordance with Regulation 122 CIL.

(7) This Deed is a planning obligation for the purposes of Section 106 of the Act

Interpretation

1. The following definitions and rules of interpretation apply in this deed:

1.1 Definitions

"the Act"	means the Town and Country Planning Act 1990
"Building"	means any building to be constructed pursuant to the Planning Permission
"Biodiversity Gain Site"	the land shown edged blue but excluding the land edged red on the Site Plan and registered at HM Land Registry with absolute title under Title number HP213241.

"Biodiversity Gain Site Register"	the register of biodiversity gain sites established under section 100 of Part 6 of the Environment Act 2021.
"BNG Areas"	means the areas shown on the plan forming part of the HMMP titled 'Habitat Creation, Enhancement and Management Plan EM-F01'
"BNG Commencement Date"	means the date upon which the Habitat Creation and Enhancement Works have Commenced
"BNG Monitoring Contribution"	means the sum of fourteen thousand three hundred and sixty three pounds (£14,363.00) Index Linked in accordance with Clause 11 of this Deed to be paid to the Council towards the Council's costs of monitoring compliance as required by Condition 27 of the Planning Permission and approved by the Council in accordance with Schedule Six of this Deed
"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:

- works associated with the construction of temporary access to the Site
- Site clearance
- Site preparation;
- Demolition
- 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

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

(i) the Public Art Contribution;

(ii) the BNG Monitoring Contribution

all index linked in accordance with clause 11.2 of this Deed and payable in accordance with Schedule Four of this deed

"County Council Contribution Payments"	means the payments to be made by the Owner to the County Council in respect of the Sustainable Integrated Transport Contribution index linked in accordance with clause 11.1 of this Deed and payable in accordance with Schedule Four of this deed
"County Transfer Land"	means the land shown coloured ~~orange~~ PINK on the drawing referenced ~~024.0060.0008.P05~~ CJ009093-HEM-HGN-13320001-DR-CH-0042-S2 Rev P01 annexed hereto at Appendix One or such other plan approved by the County Council in writing
"County Transfer Land Purpose"	means the potential future works by the County Council or their successors in function to facilitate junction improvements at the Bishopstoke Road / Chickenhall Lane junction
"Default Interest Rate"	means interest at four percent (4%) above the base lending rate of Barclays Bank Plc from time to time
"Development"	means the development described in Schedule Two

"Development Control Preparation Fee"	means the sum of one thousand five hundred and forty eight pounds and seventy four pence (£1,548.74) payable to the County Council
"Habitat Creation and Enhancement Works"	means the habitat creation and enhancement works set out in the HMMP (excluding any management or monitoring activities specified in the HMMP)
"Habitat Creation and Enhancement Works Completion Date"	means the date of completion of the Habitat Creation and Enhancement Works
"Habitat Management and Monitoring Plan" "HMMP"	means the document titled 'Habitat Management and Monitoring Plan V.01 (FPCR, 29/09/2025)' dated 29 September 2025 to be submitted pursuant to Condition 27 of the Planning Permission and approved by the Council
"Highway Works"	means the highway works for; - Site access junction

- Provision of a footway link from the site access along the eastern side of Chickenhall Lane to the existing footway network at the south east corner of Chickenhall Lane/Bishopstoke Road junction as shown on drawing 024.0060-0001 Rev P03 attached to this Deed at Appendix Two or such other drawing approved in writing by the County Council

"Highway Works Agreement"	means an agreement or agreements pursuant to Section 278 and /or Section 38 of the Highways Act 1980 to be entered into by the Owner with the County Council in respect of the carrying out of the Highway Works
"Highway Works Specification"	means the specifications and plans to be submitted to and approved in writing by the County Council in respect of the Highway Works Agreement
"Highway Works Completion Certificate Standard"	completion of the Highway Works to the satisfaction of the County Council in accordance with the Highway Works Agreement as evidenced by the issue of

	a certificate of completion or part 2 certificate in accordance with the terms of the relevant Highways Works Agreement
"Local Area"	means the area of Eastleigh
"Monitoring Fee"	means the sum of £2,720.00 towards the County Council's cost of monitoring compliance with this Deed
"Monitoring Report"	means a written report prepared by an appropriately qualified ecologist which provides an assessment of the performance and efficacy of the HMMP in the period preceding the relevant Monitoring Report Date
"Monitoring Report Date"	means the first, second, fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries of the Habitat Creation and Enhancement Works Completion Date or such other dates agreed in writing with the Council
"Occupation"	means occupation for the purposes permitted by the Planning Permission excluding occupation for the purpose of sales or maintaining, construction,

	fitting out or decoration and reference to "Occupy" and "Occupied" shall be construed accordingly
"Owner"	means the Owner and/ or Owners and their respective successors in title to the Site
"Planning Permission"	means planning permission for the development of the Site numbered F/24/98678
"Public Art"	means the provision of art for the public benefit in accordance with the Public Art Strategy
"Public Art Contribution"	means the sum of twenty seven thousand, five hundred and ninety eight pounds and eighty two pence (£27,598.82) index linked from and including November 2025 in accordance with Clause 11.2 of this Deed towards the provision, maintenance and supervision of off-site Public Art to enhance and link the Site to the wider area within which it is situated.

"Public Art Strategy"	means the adopted Eastleigh Public Art Strategy 2023-2028
"Remedial Steps"	any remedial steps reasonably required to remedy the relevant breach of the HMMP
"Riparian Landscape Margin"	means the land within the Biodiversity Gain Site shown edged and striped green on plan reference 3765-HIA-01-00-DR-A-0105 annexed hereto at Appendix Three or such other plan approved by the Council in writing
"Riparian Landscape Margin Management Plan"	means a plan to be submitted and approved by the Council setting out how Riparian Landscape Margin will be managed and maintained for the lifetime of the Development including such amendments thereto approved in writing by the Council
"Section 106 Monitoring Contribution"	means the cost of the Council's Planning Obligations Administrator and Enforcement Officer for monitoring compliance with the terms of this Deed in the sum of three thousand six hundred pounds (£3,600.00)

"Section 73 Permission"	means a planning permission granted pursuant to section 73 of the Act
"Site"	means the land described in Schedule One
"Site Plan"	means the plan annexed hereto at Appendix Four
"Sustainable Integrated Transport Contribution"	means a contribution to be paid to the County Council by the Owner in the sum of fifty nine thousand eight hundred and thirty two pounds (£59,832) index linked from and including 1st of February 2025 in accordance with clause 11.1 of this Deed and payable in accordance with Schedule Four in respect of sustainable transport measures to be used towards: • real time information at bus stops; • bus shelter improvements; • pedestrian and cycle improvements in the local area and/or

- highway junction improvements in the local area

"Transfer"	means a transfer of freehold of the County Transfer Land substantially in the form annexed to this Deed at Appendix Five with any amendments as are agreed in writing between the parties
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council and County Council the successors to its respective statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written excludes faxes and e-mail.

1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.

1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

1.16 This Deed shall not be enforceable against any statutory undertaker or provider of utilities or other services acquiring any interest in the Site for the purposes of its statutory undertaking or the provision of utilities or services

Statutory Provisions

2. 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

3. 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 (as appropriate) as local planning authorities against the Owner and any person deriving title in the Site and the County Transfer Land and the Biodiversity Gain Land or any part of it from the Owner

Conditionality

4.1 The clauses of this deed take effect immediately, but the Schedules of this deed are conditional on the grant and issue of the Planning Permission.

4.2 In the event that the Planning Permission is quashed or revoked or modified without the agreement of the Owner or lapses or expires prior to Commencement this Deed shall forthwith determine and will cease to be of any further effect.

Owner's covenants

5.1 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, the County Transfer Land and the Biodiversity Gain Site so that such covenants shall be enforceable against successors in title and any person claiming through or under them to observe the restrictions and to perform the obligations contained in Schedule Three to Schedule Eight inclusive.

5.2 This Deed shall not be enforceable against any individual occupier of the care home element of the Development.

Release

6. No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Site and the County Transfer Land and the Biodiversity Gain Site (or the part to which the relevant breach relates), except in respect of any breach subsisting prior to parting with such interest.

Reasonableness

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

Local land charge

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

Section 73 permission

9. If a Section 73 Permission is granted by the Council in relation to the Development then with effect from the date that such permission is granted the definitions and the obligations in this Deed shall in addition to continuing to bind the Site in respect of the Planning Permission relate to and bind all subsequent Section 73 Permissions and the Site itself without any further act by the parties PROVIDED THAT nothing in this clause shall:

9.1 restrict the ability of the Owner to request a variation to the terms of this Deed in connection with the grant of any Section 73 Permissions (which request the Council shall consider in light of all the circumstances); or

9.2 fetter the discretion of the council in determining:

9.2.1 Any application(s) under section 73 of the Act; or

9.2.2 The appropriate nature and/ or quantum of section 106 obligations insofar as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification agreement pursuant to section 106A of the Act.

Disputes

10 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

10.1 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

10.2 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

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

10.3.1 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)

10.3.2 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

10.3.3 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;

10.3.4 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

10.3.4 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

10.4 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any declaratory relief, injunction, specific performance, payment of any sum, damages, or any other means of enforcing this Deed and consequential and interim orders and relief

Indexation

11 It is agreed between the parties that:

11.1 the County Council's Contribution Payments to be paid to the County Council by the Owners hereunder are required to be index linked and each relevant payment shall be increased by reference to the Retail Price Index ("RPI") 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 contributions to the date that the payment is received by the County Council.

11.2 the Council's Contribution Payments to be paid to the Council by the Owners 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.

Interest on late payment

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

Costs

13 On or before completion of this Deed the Developer shall pay to the Council the Council's reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Deed together with the Council's Section 106 Monitoring Contribution.

14 On or before completion of this Deed the Developer shall pay to the County Council the County Council's reasonable and proper legal fees in connection with the preparation, negotiation and completion of this Deed including the Monitoring Fee and the Development Control Preparation Fee.

Expenditure in advance by Council or County Council

15 If prior to receipt of any contributions payable pursuant to the terms of this Deed the Council and/or County Council incurs any expenditure in providing infrastructure or facilities to which it was intended to apply any such contribution (or in consequence of arranging the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the Council and/or County Council may immediately following receipt of such contribution deduct therefrom a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such a 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 Deed and that such monies shall be and remain the property of the Council and/or County Council and shall not be bound by the terms of this Deed. For the further avoidance of doubt any such expenditure shall not result in an increase of the contributions identified in this Deed.

No fetter of discretion

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

Waiver

17 No failure or delay by the Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any

other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Future permissions

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

19 The parties agree that:

19.1 Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

19.2 Nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council or the County Council in the exercise of any other statutory function.

Third party rights

20 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

Ownership

21 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 or County Transfer Land or Biodiversity Gain 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.

22 The Owner warrants that no person other than the Owner has any legal or equitable interest in any part of the Site or the Biodiversity Gain Site.

Cancellation of entries

23 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

24 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

VAT

25 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).

26 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

Governing law

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.

SCHEDULE ONE

(Description of Site)

The freehold land at land on the east side of Chicken Hall Lane Eastleigh shown edged red on the Site Plan (excluding any adopted highway land) and registered at HM Land Registry with freehold title absolute under Title Number HP213241

SCHEDULE TWO

(Proposed Development of Site)

Proposed 70 bed care home (use Class C2) with associated parking, landscaping, access, drainage and other associated works following demolition of existing structures

SCHEDULE THREE

(Notification)

1. The Owner shall notify the Council and the County Council in writing or procure that they are so notified of each of the following events within 7 days of such event occurring:

   1.1. Commencement of Development

   1.2. Occupation of Development

   1.3. Each and every trigger relating to the provisions specified in each Schedule that is not listed at paragraphs 1.1-1.2 above

SCHEDULE FOUR

(The Contribution Payments)

1. The Owner covenants to pay to the Council the Public Art Contribution prior to Commencement of the Development.

2. The Owner covenants:

2.1 prior to Commencement of Development to pay the first instalment of the Sustainable Integrated Transport Contribution of £29,916.00 (being fifty (50%) percent of the total amount thereof) (Index Linked) to the County Council and not to Commence nor permit Commencement of Development unless and until that sum has been paid to the County Council as aforesaid

2.2 prior to Occupation of the Development to pay the second instalment of the Sustainable Integrated Transport Contribution of £29,916.00 (being the remaining fifty (50%) percent of the total amount thereof) (Index Linked) to the County Council and not to Occupy nor permit Occupation of the Development unless and until that sum has been paid to the County Council as aforesaid

3. The Owner shall not Commence or allow the Development to be Commenced until the Public Art Contribution has been paid to the Council

SCHEDULE FIVE

(Highway Works)

The Owners covenant with the County Council:

1. to enter into the Highway Works Agreement with the County Council for the Highway Works as per the approved Highway Works Specification prior to Occupation of any Building on the Site
2. Not to Occupy or permit Occupation of any Building on the Site unless and until the Owner has entered into the Highway Works Agreement
3. To carry out and complete the Highway Works at their own expense to Highway Works Completion Certificate Standard in accordance with the Highway Works Agreement
4. not Occupy or permit Occupation of any Building on the Site unless and until the Highway Works have been completed to Highway Works Completion Certificate Standard to the written satisfaction of the County Council in accordance with the Highway Works Agreement

SCHEDULE SIX

(Biodiversity Net Gain)

The Owner covenants with the Council:

1. to submit to the Council for its written approval the HMMP prior to Commencement of Development and not to Commence the Development unless and until the HMMP has been approved in writing by the Council and:

1.1 following such approval to carry out the Habitat Creation and Enhancement Works to the BNG Areas in accordance with the HMMP;

1.2 to complete the Habitat Creation and Enhancement Works no later than 12 months from the BNG Commencement Date;

1.3 within 10 Working Days of the Habitat Creation and Enhancement Works Completion Date, to:

a) notify the Council in writing of that date; and
b) apply to register the Biodiversity Gain Site in the Biodiversity Gain Site Register.

1.4 to pay the BNG Monitoring Contribution to the Council within 10 Working Days of the Habitat Creation and Enhancement Works Completion Date;

1.5 to maintain the BNG Areas in accordance with the HMMP for a period of 30 years from the Habitat Creation and Enhancement Works Completion Date; and

1.6 to submit a Monitoring Report to the Council within 10 Working Days of each Monitoring Report Date.

2. Following receipt by the Council of a Monitoring Report, if the Council (acting reasonably) considers that the Owner is not complying with the HMMP, the Council shall notify the Owner, giving reasons, within 20 Working Days from receipt by the Council of that Monitoring Report.

3. If, at any time, the Council (acting reasonably) considers that the Owner is in substantial breach of the HMMP the Council shall give written notice to the Owner, giving reasons.

4. Within 20 Working Days from receipt by the Owner of a notice from the Council pursuant to paragraphs 2 and 3 above, the Owner shall provide to the Council for approval (such approval not to be unreasonably withheld or delayed) a draft proposal in writing setting out the Remedial Steps and a timetable for the implementation of those Remedial Steps.

5. As soon as reasonably practicable following approval by the Council of a proposal referred to in paragraph 5 above, the Owner shall implement the Remedial Steps in accordance with that approved proposal.

6. Following the Habitat Creation and Enhancement Works Completion Date the Owner shall allow the Council access to the Biodiversity Gain Site on prior reasonable notice (to be not less than 10 Working Days) and at reasonable times to persons authorised by the Council for the

purposes of monitoring compliance with the HMMP and this deed PROVIDED THAT in exercising such right of access the Council shall:

a) comply with all health and safety requirements all applicable laws and Government guidance and any other reasonable directions of the Owner;

b) not bring any vehicles and/or machinery onto the Biodiversity Gain Site or any other land within the Owner's ownership or control without the Owner's prior approval;

c) cause no damage to the Biodiversity Gain Site or any other land within the Owner's ownership or control; and

d) indemnify the Owner against any damage caused to the Biodiversity Gain Site or any other land within the Owner's ownership or control (including anything which adversely affects the habitat within the Biodiversity Gain Site) by the exercise of such rights of entry.

SCHEDULE SEVEN

(County Transfer Land)

The Owner covenants with the County Council:

1. For a period of ten years from the date of the grant of the Planning Permission not to permit use or carry out any works or build any form of above ground building or any structure on the County Transfer Land without obtaining the confirmation in writing from the County Council that such works buildings or structures do not conflict with the County Transfer Land Purpose (excluding for the avoidance doubt any use works buildings or structures on the County Transfer Land authorised pursuant to the Planning Permission)
2. For a period of ten years from the date of the Planning Permission to reserve and retain the County Transfer Land for the County Transfer Land Purpose
3. If requested in writing by the County Council at any time within the period of ten years from the date of the grant of the Planning Permission to transfer the freehold of the County Transfer Land to the County Council in accordance with the terms of the Transfer within 1 month of the County Council's written request for the transfer or to enter into a deed of dedication with the County Council dedicating the County Transfer Land as public highway and granting to the County Council such other rights to be agreed between the Owner and the County Council (both parties acting reasonably) to support the Highway County Transfer Land Purpose
4. The transfer of the County Transfer Land to the County Council or dedication of the County Transfer Land as public highway shall be for nil consideration and the Owner shall only be required to pay the legal costs of the County Council reasonably and properly incurred in relation to the Transfer or dedication of the County Transfer Land as public highway and no other sums

SCHEDULE EIGHT

(Riparian Landscape Margin)

The Owner covenants with the Council:

1. to submit to the Council for its written approval the Riparian Landscape Margin Management Plan prior to Commencement of Development and not to Commence the Development unless and until the Riparian Landscape Margin Management Plan has been approved in writing by the Council which shall include (but not be limited to):
    a) risks and issues relating to the use of the Riparian Landscape Margin by the public or individuals exercising private rights (if applicable) and how they will be addressed;
    b) all works to be undertaken to include measures for ecological protection, management and enhancement;
    c) mechanisms and timescales for the implementation, monitoring and reviewing of the Riparian Landscape Margin Management Plan; and
    d) details of ongoing management and maintenance of the Riparian Landscape Margin including details of the persons/body responsible for its undertaking.

2. Following Commencement of Development to implement the Riparian Landscape Margin Management for the lifetime of the Development at the Owner's cost and to the reasonable satisfaction of the Council. The Owner shall not amend the Riparian Landscape Margin Management Plan without the prior written approval of the Council.

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

11445

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

38/1821

SIGNED as A DEED by)
JOHN MILES LEGG-BAGG) [redacted]

in the presence of:-)

Witness Name ROBERT TUFFIN

Witness Signature [redacted]

Address [redacted]

Occupation

SIGNED as A DEED by)

ANNE ELIZABETH LEGG-BAGG)

[redacted]

in the presence of:-)

Witness Name ROBERT TUFFIN

Witness Signature [redacted]

Address

Occupation BUILDER

EXECUTED AS A DEED by)

HIGHWOOD VENTURES 18 LIMITED)

acting by a Director [redacted]

in the presence of:-) P. PROSSER

Witness Name KAREN MAITLAND

Witness Sign [redacted]

Address

Occupation PLANNING ADMIN

APPENDIX ONE

County Transfer Land



NOTES

1. DO NOT SCALE FROM THIS DRAWING
2. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED
3. PARTS OF THIS DRAWING SHOULD BE SHOWN IN **COLOUR**. IF THIS NOTE IS NOT **RED** REPRINT A COLOURED COPY

KEY

- PERMANENT ACQUISITION OF LAND
- TEMPORARY POSSESSION OF LAND 1.2m WIDE TO ALLOW FOR PLANTING OF A REPLACEMENT HEDGE
- EXISTING HIGHWAY BOUNDARY
- PROPOSED HIGHWAY BOUNDARY

AEL·B
JWLB

[redacted]

3811821

PARTS OF THIS DRAWING SHOULD BE SHOWN IN **COLOUR**. IF THIS NOTE IS NOT **RED** REPRINT A COLOURED COPY

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ORDNANCE SURVEY 100019180

SUIT	REV	WORK IN PROGRESS ISSUE AND DESCRIPTION OF AMENDMENTS	DATE	DESIGNER	CAD	CHKD	APPD
S2	P01	ISSUED FOR INFORMATION	27.02.2026	LAGH	SW	CJC	ARW

CLIENT

HAMPSHIRE COUNTY COUNCIL
UNIVERSAL SERVICES DIRECTORATE
TRANSPORT IMPLEMENTATION

CONSULTANT

Hampshire County Council
Engineering Services

TIM LAWTON BEng CEng FICE FCIHT : ASSISTANT DIRECTOR OF UNIVERSAL SERVICES

HORIZONTAL SCALE @ A1	1:200
VERTICAL SCALE @ A1	N/A
SHEET NUMBER	1 OF 1

SCHEME: BISHOPSTOKE ROAD, EASTLEIGH BUS PRIORITY IMPROVEMENTS
JOB No. C.J009093.01

DRAWING TITLE: LAND EAST OF CHICKENHALL LANE, EASTLEIGH, SO50 6AF LAND PLAN
HCC CAD PLOT: 27/2/2026 16:43:32

CJ009093-HEH-HGN-13320001-DR-CH-00042

SUIT: S2 REV: P01

HCC CAD FILE: C:\Users\wpetswa\Hampshire County Council\CMS3100 Bishopstoke Road - ES Drawings Library\WP\03-Drawings\CJ009093-HEH-HGN-13320001-DR-CH-0042.dwg

STATUS OF DRAWING AT SUITABILITY - RED BACKGROUND = WORK IN PROGRESS, AMBER BACKGROUND = SHARED NON-CONTRACTUAL, GREEN BACKGROUND = EARLY PUBLISH & PUBLISHED CONTRACTUAL

APPENDIX TWO

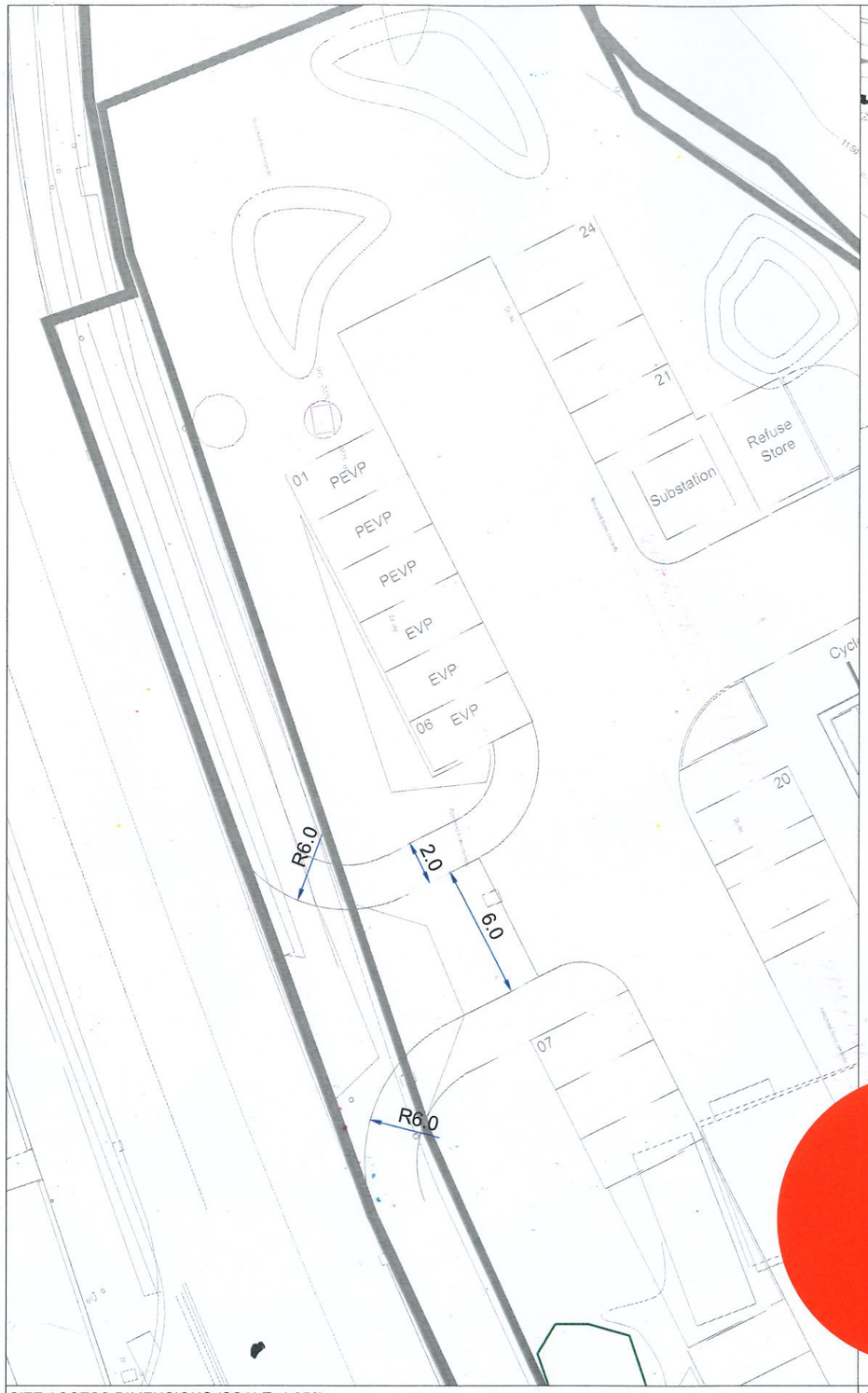
Highway Works Plan

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6. VISIBILITY SPLAYS ARE BASED ON 7-DAY ATC RESULTS ALONG CHICKENHALL LANE, WITH 85TH PERCENTILE SPEEDS OF 31.2MPH RECORDED NORTHBOUND AND 85TH PERCENTILE SPEEDS OF 25.1MPH RECORDED SOUTHBOUND, WHICH EQUATES TO SPLAYS OF 45M AND 33M RESPECTIVELY.

[redacted]



SITE ACCESS DIMENSIONS (SCALE: 1:250)



SITE ACCESS VISIBILITY SPLAYS (SCALE: 1:500)

NORTH

Rev	Description	Date	By	App'd
P03	REVISED LAYOUT	27.11.24	HML	MDS
P02	UPDATED LAYOUT	13.08.24	IDR	MDS
P01	FIRST ISSUE	21.06.24	IDR	MDS

Date Created	Drawn By	Approved By	Suitabilty Code
21.06.24	IDR	MDS	-

PBA Project Number	Scale	
024.0060	AS SHOWN	(AT A3)

PBA Drawing No: 024.0060-0001

Revison: P03

Project Name: CHICKENHALL LANE, EASTLEIGH

Project Phase: PRELIMINARY

Title: PROPOSED SITE ACCESS VISIBILITY SPLAY

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Client: HIGHWOOD

APPENDIX THREE

Riparian Landscape Margin

Site Ownership Boundary

Application Boundary

Riparian Landscape Margin



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Scale 1:1250

0 1 2 3 4 5 (metres) 10

NOTES

Do not scale this drawing.

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Rev	Date	Description	Drawn By	Checked By
P2	07.01.26	RLM Boundary Amended	NR	BG
P1	07.01.26	For Information	NR	BG

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Project:
Chickenhall Lane

Client:
Highwood

Drawing Title:
Riparian Landscape Margin Plan

For Information

HIA Project Number	Scale @ A3	Suitability
3765	1-1250	S2

Project	Originator	Volume	Level	Type	Role	Number
3765	HIA	01	00	DR	A	0105

[redacted]

[redacted]

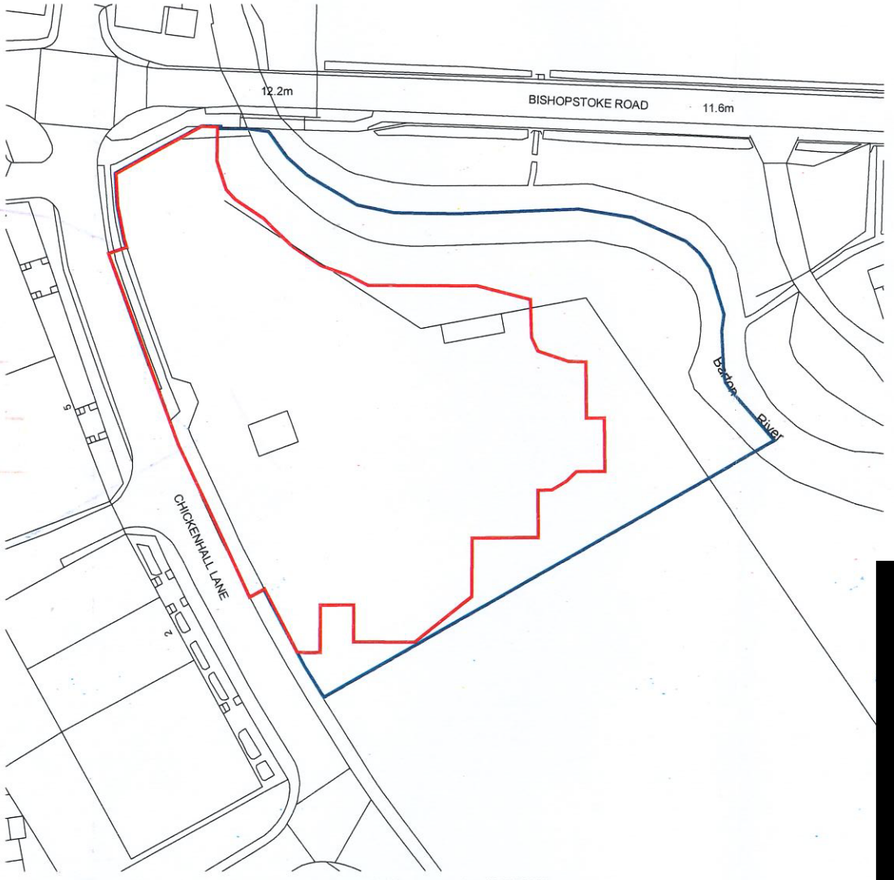
38/1821

APPENDIX FOUR

Site Plan

Site Ownership Boundary

Application Boundary



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Scale 1:500

0 5 10 15 20 25 (metres) 50

NOTES

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Rev	Date	Description	Drawn By	Checked By
P5	27.11.24	Red Line Boundary Amended	AH	RMc
P4	26.11.24	Red Line Boundary Amended	AH	RMc
P3	21.11.24	For Planning Submission	NR	BG
P2	03.10.24	Title Line Shown	NR	RMc
P1	19.06.24	For Information	NR	RMc

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[redacted]

Project:
Chickenhall Lane

Client:
Highwood

Drawing Title:
Site Location Plan

For Planning Submission

HIA Project Number	Scale @ A3	Suitability
3765	1-500	D0

Project	Originator	Volume	Level	Type	Role	Number
3765	HIA	01	00	DR	A	0101

38/1821

APPENDIX FIVE

Transfer

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred:

A new title number to be allocated following a transfer of part of title number HP213241 dated [ ] 2026 and made between (1) John Miles Legg-Bagg and Anne Elizabeth Legg-Bagg and (2) Highwood Ventures 18 Limited

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

3 Property:

Land on the east side of Chicken Hall Lane Eastleig [redacted]

The property is identified

☒ on the attached plan and shown: PINK ~~hatched orange~~

☐ on the title plan(s) of the above titles and shown:

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

4 Date:

Give full name(s) of **all** of the persons transferring the property.

5 Transferor:

[OWNER]

Complete as appropriate where the transferor is a company.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas entities
(a) Territory of incorporation or formation:

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

(b) Overseas entity ID issued by Companies House, including any prefix:

Further details on overseas entities can be found in practice guide 78: overseas entities.

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in practice guide 78: overseas entities.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6 Transferee for entry in the register:

HAMPSHIRE COUNTY COUNCIL

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas entities
(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

The Castle Winchester Hampshire SO23 8UJ

8 The transferor transfers the property to the transferee

9 Consideration

☐ The transferor has received from the transferee for the property the following sum (in words and figures):

☒ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:
- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

Definitions

Conditions for Entry: the following conditions, with which any person exercising a right to enter reserved in clause 14 must comply:

(a) effecting entry at a reasonable time (or at any time in an emergency);

(b) to give a minimum of 2 weeks' notice to the person whose land or premises are being entered (except in the case of emergency when no notice is required);

(c) causing as little damage as possible to the land and premises that are entered and promptly making good any damage caused to the reasonable satisfaction of the person whose land or premises are being entered; and

(d) complying with any reasonable requirements of the person whose land or premises are being entered in relation to the exercise of the right of entry.

(e) where the land or premises are public highway to comply with all applicable statutory requirements that govern access to and works on public highway

Plan: means the plan annexed to this transfer

Retained Land: means Land on the east side of Chicken Hall Lane Eastleigh Lane registered under a new title number to be allocated following a transfer of part of title number HP213241

dated [ ] 2026 and made between (1) John Miles Legg-Bagg and Anne Elizabeth Legg-Bagg and (2) Highwood Ventures 18 Limited
(excluding the Property)

Service Media: means all media for the supply or removal of electricity, gas, energy, telecommunications, television, data and all other services and utilities and all structures, machinery, and equipment ancillary to those media.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

13 **Rights granted for the benefit of the property.**

The Transferor grants the Transferee for the benefit of the Property

and each and every part of it, all rights of vertical and horizontal support, shelter and protection from the adjoining part of the Retained Land and any walls and buildings now erected or to be erected on it

Rights reserved for the benefit of the retained land

The Transferor excepts and reserves out of the Property for the benefit of the Retained Land

(a) The right to use and connect into any Service Media within the Property which serve other parts of the Retained Land which are in existence at the date of this transfer or are installed or constructed after the date of this transfer.

14

(b) Subject to the Conditions of Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

i. to inspect or carry out works to other parts of the Retained Land

ii. to inspect, repair, maintain, install, renew, re-route or replace any Service Media serving any other part of the Retained Land.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

15 **Restrictive covenants by the transferee**

The Transferee covenants with the Transferor, for the benefit of the Retained Land and each and every part of it with the intention of binding the Property and each and every part of it not to use the Property for any other purpose other than use as

highways land

Include words of covenant.

16 **Restrictive covenants by the transferor**

None

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

17 **Other**

(a) This transfer does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this transfer.

(b) This transfer and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide *24: private trusts of land* for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

18 Execution

Executed/Signed as a deed
by
[OWNER]
[acting by a Director] ..... [Director]

in the presence of:

.....
Signature

.....
Name

.....

.....

.....
Address

.....
Occupation

EXECUTED as a DEED by affixing)

THE COMMON SEAL of HAMPSHIRE)

COUNTY COUNCIL in the presence of:-)

Authorised

Signatory

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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