

THIS AGREEMENT is made the 26th day of June 2002  
BETWEEN

- (1) EASTLEIGH BOROUGH COUNCIL of Civic Offices Leigh Road Eastleigh in Hampshire S050 9YN ("the Council")
- (2) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire S023 8UJ ("the County Council")
- (3) BARRATT HOMES LIMITED (Company Number 3018173) whose registered office and address for service is Wingrove House Ponteland Road Newcastle upon Tyne NE5 3DP ("the Developer")
- (4) PIRELLI GENERAL PLC (Company Number 958507) whose registered office and address for service is 15 Grosvenor Street London W1K 4Q<sup>2</sup> ("the Mortgagee")

#### RECITALS

1. The Council and the County Council are the local planning authorities for the purposes of the Town and Country Planning Act 1990 (as amended) (hereinafter called "the Act") for the area within which the land described in Schedule One hereto (hereinafter called "the Land") is situate and which Land is for the purposes of identification only delineated on the plan attached hereto (hereinafter called "the Plan") and thereon edged in red.
2. The County Council is the Highway Authority and the Education Authority for Hampshire
3. The Developer is the freehold owner of the Land together with the remaining land in Title Number HP608164.
4. By way of a legal charge dated the 19<sup>th</sup> day of November 2001 in favour of the Mortgagee the Land (together with the remaining land in Title Number HP608164) is charged by way of legal mortgage to secure the payment of certain monies.

5. The Developer has, by written application received the 5<sup>th</sup> day of November 2001, applied to the Council for detailed permission to develop the Land in the manner and for the purposes set out in Schedule Two hereto and in accordance with the plans, specifications and particulars deposited with the Council under planning reference 04771/124 (hereinafter called "the Development")

6. The Council is desirous of granting detailed planning permission for the Development subject to the conditions referred to in Schedule Three hereto ("the Planning Permission") and subject to the Developer entering into this Agreement.

### **OPERATIVE PROVISIONS**

1. This Agreement is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and in consideration of the covenants hereinafter contained.

2. The obligations assumed by the Developer in this Agreement 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 and each of them.

3. (a) The Developer, for himself and successors in title, covenants with the Council and the County Council and both of them with the intent of binding the Land so that such covenants shall be enforceable against successors in title and any person claiming through or under him to observe the restrictions and to perform the obligations in Schedule Four, Part I of Schedule Five and Schedules Six to Twelve hereto.

(b) The Council and the County Council agree that the Developer and its successors in title shall not be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after the Developer or its successors in title have parted with its interest in the Land or (save for the covenants contained in Schedule Five Part I which relate to all the Land) such part of the Land to which such breach relates.

(c) The Council and the County Council covenant with the Developer to observe and perform their respective obligations in Part II of Schedule Five hereto.



4. The Mortgagee consents to the Developer entering into this Agreement and agrees that the Land shall be bound by the aforesaid covenants and that the security of its legal charge shall take effect subject thereto.
5. Save for clause 8 which shall have effect on the date hereof the terms, conditions, covenants and obligations on the part of the Developer hereto shall be conditional upon and shall not take effect until the complete fulfilment of both of the following conditions:
  - (a) the Council shall grant the Planning Permission subject to the conditions contained in Schedule Three hereto and
  - (b) a material operation as defined in Section 56(4) of the Act shall have been carried out in respect of the Development
6. The Council agrees with the Developer that upon completion of this Agreement the Council shall within 5 working days of such completion issue the Planning Permission to the Developer
7. This Agreement is a local Land Charge and will be registered as such.
8. The Developer will pay the Council's and the County Council's legal costs and the County Council's technical costs incurred in preparation of this Agreement upon completion of this Agreement.
9. In the event of any dispute arising between the parties to this Agreement in relation to any of the provisions of this Agreement the parties agree to such dispute being determined by an independent expert such expert to be as agreed between the parties or in the absence of agreement to be appointed on the written application of any of the parties to the President for the time being of the Law Society who shall either determine the dispute himself or appoint an appropriate person to determine the same and the decision of the President or his appointee shall be final and binding on the parties and his costs shall be paid as he directs.
10. It is agreed between the parties that:

- (a) if prior to the receipt of the Educational Contribution the County Council incurs any expenditure in providing additional education facilities the need for which arises from or in anticipation of the Development then the County Council may immediately following receipt of the Educational Contribution deduct from the Educational Contribution such expenditure incurred;
- (b) where any Educational Contribution required to be paid by the Developer under the terms of this Deed is required to be index linked then payment shall be made using the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within 14 days of written demand by the County Council.

#### **SCHEDULE ONE**

The freehold land at the former Pirelli General Works Leigh Road Eastleigh in Hampshire shown and edged red on the plan attached hereto being part of the land registered at HM Land Registry with title absolute under title number HP608164

#### **SCHEDULE TWO**

First Phase of residential development for 214 dwellings ("the Residential Development") and 6,937 sq metres of offices (B1 use) ("the Office Development") together with ancillary parking and roads (detailed application)

#### **SCHEDULE THREE**

The conditions to be contained in the Planning Permission a draft of which is annexed to this Agreement.

#### **SCHEDULE FOUR**

To develop the Land in accordance with the approved masterplan annexed hereto reference Drawing Number BAR.ST/150/01 -MASTERPLAN dated 1/02/02 or such amended plan as may be approved in writing by the Council such approval not to be unreasonably withheld or delayed.



## **SCHEDULE FIVE**

### **Part I**

1. IN this schedule the following expressions shall have the following meanings:

**Recreational Works Contribution** the sum of Two hundred and Eighty Three thousand Two hundred and Eighty Four pounds (£283,284) to be used towards the improvement enhancement and maintenance of the recreational grounds and leisure facilities at Grantham Green Leigh Road Recreation Ground and Fleming Park and the maintenance of the on-site open space including the provision of dog bins and Open Space Land

**Community Fund Contribution** the sum of Two hundred and Fourteen thousand pounds (£214,000) to be used towards the provision of a multipurpose community building and the payment of community grants

**CCTV Contribution** the sum of Eighty Six Thousand Four hundred and Ninety two pounds (£86,492) to be used towards the provision of a CCTV link between the Land and the town centre and the relocation of the CCTV control room within Eastleigh Town Centre together with assistance towards the provision of consultants fees to advise on the above

**Educational Contribution** The sum of Fifty Three thousand Five hundred pounds (£53,500) to be paid towards the provision of additional facilities at Norwood Primary School or other primary school serving the locality of the Development

Transportation Contribution

the sum of Three hundred and Sixty thousand pounds (£360,000) to be spent on Off site integrated Transport measures to include but not necessarily be made up wholly of:

A Residents Parking Scheme (Controlled Parking Zone)

Bus Priority Measures in Leigh Road and/or other roads serving the Development

Facilities for cyclists in Leigh Road and/or other roads serving the Development

Traffic management/calming in the vicinity of the Development

Junction improvements in the vicinity of the Development

Green Travel Plan Initiatives linked to the Development

or such other measures as are included within the Central Eastleigh Transportation strategy prepared for the Council and the County Council by Messrs Halcrow Fox dated January 1998 or subsequent amendment/revision thereof

Environmental Improvement Contribution

the sum of One hundred and Seven thousand pounds (£107,000) being a contribution towards the cost of the environmental improvement works needed to be carried out by the Council at Leigh Road and Factory Road Eastleigh



2.1 Save for the Educational Contribution and the Transportation Contribution which shall be index linked in accordance with the provisions of paragraph 2.2 below the contributions detailed above of whatever description are to be index linked in accordance with the change in the Retail Price Index excluding mortgagees (RPI (x) from the 1 April 2002 to the date of payment.

2.2 The Educational Contribution shall be index linked by reference to the Building Cost Information Service National All-In Tender Price Index multiplied by the regional factor for Hampshire and the Transportation Contribution shall be index linked in accordance with the Baxter Index of Road Construction Costs in both cases from 1<sup>st</sup> February 2002 to the date of payment.

3. To pay to the Council the Recreational Works Contribution Community Fund Contribution CCTV Contribution and Environmental Improvement Contribution prior to the first occupation of a residential dwelling constructed on the Land.

4.1 To pay to the County Council the Educational Contribution prior to the occupation of any residential unit comprised within the Residential Development

4.2 Not to occupy or cause or permit to be occupied any residential unit comprised within the Residential Development until the sum referred to in paragraph 4.1 above shall have been paid to the County Council.

5.1 To pay the Transportation Contribution to the County Council upon the following instalments:

5.1.1 The sum of One hundred and Forty thousand pounds (£140,000.00) prior to the occupation of any residential unit comprised within the Residential Development.

5.1.2 The sum of Two hundred and Twenty thousand pounds (£220,000.00) prior to the occupation of any part of the Office Development

5.2 Not to occupy or cause or permit to be occupied:

5.2.1 Any residential unit comprised within the Residential Development until the sum referred to in paragraph 5.1.1 above shall have been paid to the County Council

5.2.2 Any part of the Office Development until the sum referred to in paragraph 5.1.2 above shall have been paid to County Council

## **PART II**

1. The Council (save in the case of the Educational Contribution and the Transportation Contribution) covenants to spend the contributions referred to in Part I of this Schedule and to complete the works for which the said contributions are paid within 5 years from the date of receipt of the relevant contribution.
2. The County Council hereby covenants with the Developer to use the Educational Contribution and the Transportation Contribution and any interest accrued thereon for the purposes described in Schedule Five Part 1 paragraph 1 hereof and to refund any portion of the Educational Contribution remaining unspent on the tenth anniversary of its receipt by the County Council and to refund any portion of the Transportation Contribution remaining unspent on the fifth anniversary of its respective receipt together with interest thereon at the rate from time to time proscribed under Section 32 of the Land Compensation Act 1961.

## **SCHEDULE SIX**

### **Training Scheme**

1. To operate a training scheme (being a scheme to provide apprenticeship training for a minimum of 12 construction workers 3 technical trainees and 2 sales trainees) on the Land and the remaining land in Title Number HP608164 during the construction period of the Development (and in any event for a minimum period of three years).
2. To provide details of the training scheme to the Council's Economic Development Unit and to obtain approval from that Unit for the proposed content of the training scheme (such approval not to be unreasonably withheld or delayed)

3. To use reasonable endeavours to seek trainees for the training scheme from the local area (such area being the Borough of Eastleigh and the adjacent Boroughs or Districts) and to include where possible on the training scheme individuals from both the over and under 25 year old age groups.
4. That the training will be to a minimum standard of National Vocational Qualification (NVQ) Level 2 or equivalent.
5. To pay either direct or via the Developer's levy to the Construction Industry Training Board the fees and other charges incurred by the trainees in attending college or other approved training course.

## **SCHEDULE SEVEN**

### **Affordable Housing**

1. To provide the land for 44 units of affordable housing (being low cost housing for sale or rent) on the Land and that in addition a minimum of 5 units of first time buyer housing for sale will be marketed on the Land
2. that within the land provided for 44 units of affordable housing land for a single supported housing block of 17 bed spaces (to be calculated as three units of accommodation) will be provided and the construction of which is to be to a specification to be prepared by Eastleigh Housing Association and/or Swaythling Housing Society
3. that when constructed the 44 units of affordable housing will be of such number size and tenure as detailed in the table below:



| SIZE              | TENURE            | NUMBER<br>REVISED<br>APPROVAL | UNDER<br>PLANNING |
|-------------------|-------------------|-------------------------------|-------------------|
| 3BH (5P)          | RENT              | 4                             |                   |
| 3BH (5P)          | SALE              | 4                             |                   |
| 2BH (4P)          | RENT              | 11                            |                   |
| 2BH (4P)          | SALE              | 5                             |                   |
| 4BH (6P)          | RENT              | 4                             |                   |
| SUPPORTED HOUSING | SUPPORTED HOUSING | 3                             |                   |
| 2BF (4P)          | RENT              | 1                             |                   |
| 2BF (4p)          | SALE              | 9                             |                   |
| 2BF (3p)          | SALE              | 3                             |                   |
|                   | <b>Total</b>      | <b>44</b>                     |                   |
|                   | <b>No. Houses</b> | <b>28</b>                     |                   |
|                   | <b>No. Flats</b>  | <b>16</b>                     |                   |

4. that when constructed the 44 affordable housing units will be built within 100% of total scheme costs based upon the Housing Corporation TCI levels
5. Subject to paragraph 6 of this Schedule the land that is to comprise the 44 affordable housing units shall be transferred to the Council's nominated housing association or associations (being Eastleigh Housing Association and/or Swaythling Housing Society Limited):
  - for an estate in fee simple in possession
  - with full title guarantee but subject to such modifications as the Developer reasonably requires
  - subject to the matters specified in the Property and Charges Registers of Title Number HP608164 (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
  - with all main services (which shall include gas electric water main drainage

and telephone services) provided into the transferred land

- with a 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 Developer to be included in any transfer of the affordable housing land and which are reasonably necessary having regard to the Developer's development of the remainder of the land in HP608164.

6. that should it not prove possible for the Developer to reach agreement with the nominated housing associations referred to above with regard to construction costs of the affordable housing units to transfer the land upon which the affordable housing units would have been constructed to such registered social landlord or housing association as the Council nominates in writing within 20 working days of written request from the Developer requesting the Council to so nominate and failing any such nomination by the Council to such other registered social landlord or housing association as the Developer shall in its absolute discretion determine but in either case at a price of no more than 40% of the open market value of the area of land to be transferred and in default of agreement between the parties as to the open market value that value will be set by an independent arbitrator appointed by agreement by the parties or in default of agreement by the President of the Royal Institution of Chartered Surveyors or his nominee on the application of either the Council or the Developer.
7. That when constructed to procure that the affordable housing units are constructed in clusters (such clusters not to exceed 15 units or such other numbers as is approved as a variation to the Planning Permission) and to agree the location of each cluster with the Council prior to the commencement of development of each phase of the Land, the Council's agreement to the same not to be unreasonably withheld or delayed.
8. That the affordable housing units constructed on the 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 of a registered social landlord or housing association to which the freehold of the affordable housing land and/or units 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).

9. Not to occupy or permit occupation of more than 100 private residential dwellings constructed on the Land (being residential dwellings other than the dwellings comprising affordable housing units) until the land for the 44 affordable housing units has been transferred to a housing association or registered social landlord as hereinbefore provided.

## **SCHEDULE EIGHT**

### **Environmental Issues**

1. To comply with all planning conditions in the Planning Permission (including any amendments to the same approved by the Council as local planning authority or on appeal) legislative statutory and good practice requirements with regard to the Land clean up and Development and in particular to have agreed procedures in place with regard to:
  - (a) Removal of contaminated materials and soils
  - (b) Transport of crushed concrete on site
  - (c) Importation of clean material
  - (d) Piling operations
  - (e) General construction works
  - (f) Associated vehicle movements both off and on the site
  - (g) Management and public liaison contact arrangements
  - (h) The control and monitoring of noise and dust
  - (i) Site sampling strategy for contamination
  - (j) Installation and use through construction period of wheel washing for construction plant leaving the Land
  - (k) Dust suppression



(l) Installation of acoustic barriers

2. To maintain appropriate financial records and audit trails to indicate where expenditure (to be called "the additional environmental expenditure") has been incurred beyond the norm required for the preparation cleanup and development of a site of similar size and condition to the Land.
3. That should the additional environmental expenditure incurred not exceed £49,933 to pay the difference between the actual amount spent and £49,933 to the Council to use for any of the purposes listed in Schedule Five paragraph 1 or for any other purpose which the Council, acting reasonably, determine.
4. To ensure that all construction traffic entering and leaving the Land adheres to the route indicated in red on the Plan Ref Eastleigh Borough Council Development Control/30/4/2002 annexed hereto.

**SCHEDULE NINE**

**Land for Community Facility Building**

1. To identify prior to the commencement of Development land (the Community Centre Land) on the Land or on other land within Title Number HP608164 of a site of 0.101 hectares (0.25 acres) suitable for the construction of a small community centre the exact location of which is to be approved by the Council's Head of Development Control (such approval not to be unreasonably withheld or delayed).
2. To provide at its own expense all mains services (which shall include gas electric water mains drainage and telephone services) and a vehicular and pedestrian means of access to the boundary of the Community Centre Land.
3. To transfer with full title guarantee (but subject to such modifications as the Developer reasonably requires) with full vacant possession its interest in the Community Centre Land to the Council together with and subject to such rights covenants restrictions declarations agreements and other matters as the Developer and the Council may agree or which the Developer otherwise reasonably requires to be

included in the Transfer having regard to the Developer's development of the remainder of the Land and the remaining land in Title Number HP608164.

The transfer of the Community Centre Land will take place prior to the last occupation of a residential dwelling on the phase within which the Community Centre Land is situated or at such other time as may be approved in writing by the Council such approval not to be unreasonably withheld or delayed.

- 5 The consideration for the transfer shall be the sum of £1 such sum to be paid on completion of the transfer.

### **SCHEDULE TEN**

#### **Percentage for Art**

1. To integrate art within the Development as agreed by the Developer with Christopher Tipping, artist, or such other artist approved in writing by the Council on the application of the Developer such approval not to be unreasonably withheld or delayed.
2. To maintain appropriate financial records and audit trails to indicate where expenditure (to be called "the additional art expenditure") has been incurred beyond the norm required for the provision of art within a development of similar size and condition to the Development.
3. That should the additional art expenditure incurred not exceed £89,167 to pay the difference between the actual amount spent and £89,167 to the Council to use for any purpose relating to art or analogous thereto.

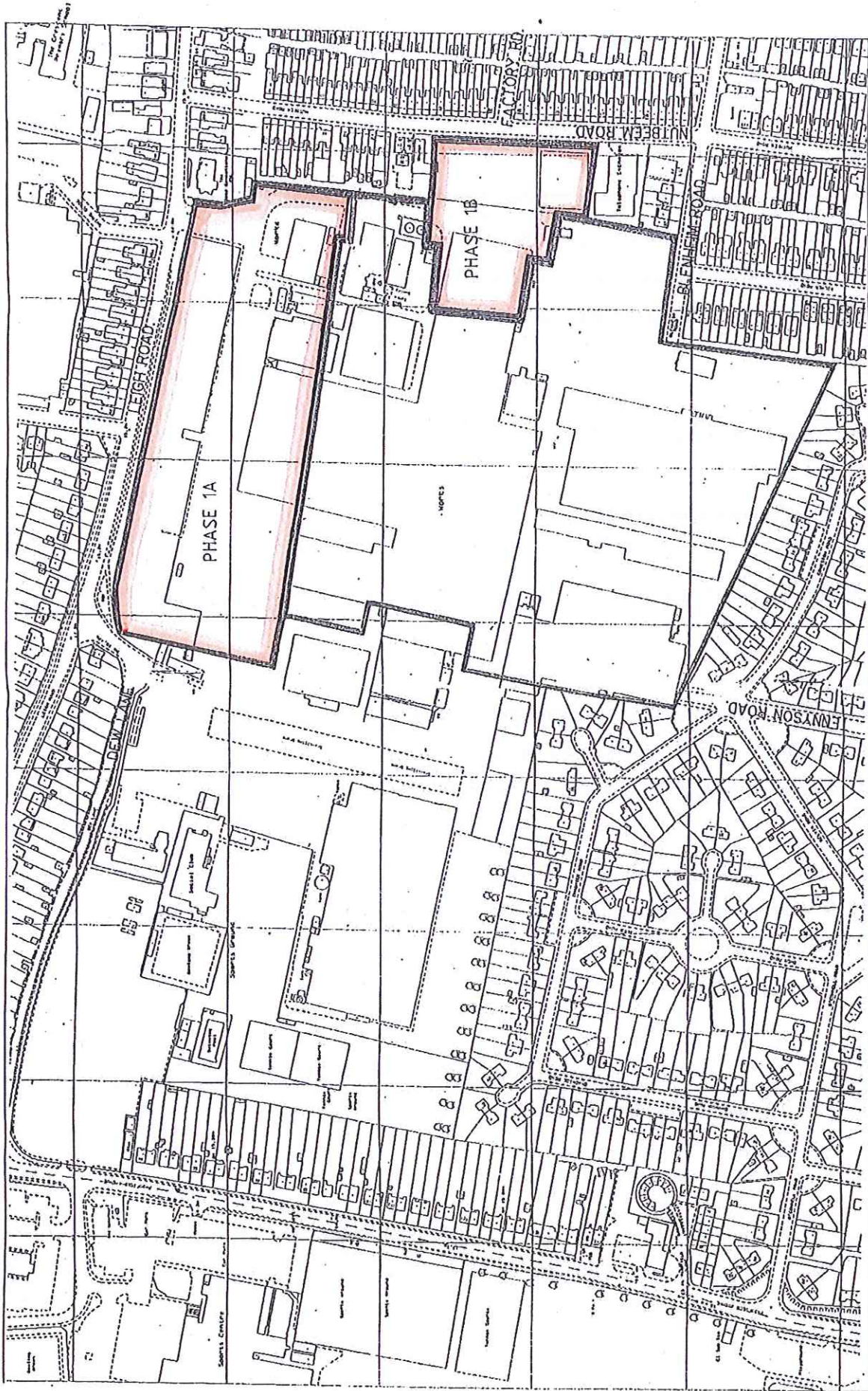


## **SCHEDULE ELEVEN**

### **Open Space Land**

- 1.1 To transfer to the Council for no monetary consideration prior to the occupation of the last dwelling of the phase in which open space land is situated or on expiry of the 12 month period referred to in paragraph 1.4 of this Schedule whichever is the later the area of land shown on the master plan as open space land ("Open Space Land") (if any)
- 1.2 The Open Space Land (if any) shall be transferred:-
  - 1.2.1 for an estate in fee simple in possession
  - 1.2.2 with full title guarantee but subject to such modifications as the Developer reasonably requires
  - 1.2.3 Subject to the matters specified in the Property and Charges Registers of Title Number HP608164 (other than entries securing moneys) and the terms of this Agreement so far as the same relate to and affect the land to be transferred.
  - 1.2.4 Subject to and with the benefit of such rights restrictions covenants agreements declarations and other matters the parties may agree or which the Developer reasonably requires having regard to the Developer's development of the remaining land in Title Number HP608164.
- 1.3 The Open Space Land (if any) shall be held by the Council as public open space and the Council shall in the transfer of the Open Space Land covenant with the Developer not to use the same other than as public open space.
- 1.4 To lay out of all of the Open Space Land (if any) in accordance with details to be submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and to maintain these areas for 12 months prior to the transfer of the Open Space Land all in accordance with the Council standards for the transfer of public open space.





LOCATION PLAN 1/2500 SCALE.  
THE PIRELLI SITE EASTLEIGH.

NORTH. /

reper  
A-57

M. Hill  
D. W.

J. S. Saling  
M. G. G.

DRAWING NO. 02 REV B



PLANNING PERMISSION**EASTLEIGH**  
**BOROUGH COUNCIL**Colin Peters  
Head of Development Control**Development Control Service**  
Civic Offices Leigh Road Eastleigh  
Hampshire SO50 9YN  
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DRAFT

THE LUKEN BECK PARTNERSHIP LTD & DHA ARCHITECTURE  
30 Carlton Crescent  
Southampton SO15 2EN

19/06/2002

Town and Country Planning Act 1990  
Town and Country Planning (General Development Procedure) Order 1995

Application No. 04771/124

In pursuance of their powers under the above Act and in accordance with your application which was made valid on 9 November 2001, with subsequent amendments dated

None

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

FIRST PHASE OF RESIDENTIAL DEVELOPMENT FOR 214 DWELLINGS AND 6,937 SQUARE METRES OF OFFICE (B1 USE) TOGETHER WITH ANCILLARY PARKING AND ROADS WITHIN MASTER PLAN

PIRELLI GENERAL LEIGH ROAD, EASTLEIGH, HAMPSHIRE

Subject to due compliance with the following conditions:

1. The development hereby permitted must be begun within a period of five years beginning with the date on which this permission is granted.  
Reason: To comply with Section 91 of the Town and Country Planning Act 1990.
2. Samples of all external facing and roofing materials must be submitted to, and approved in writing by, the Local Planning Authority before development commences. The development must then accord with these approved details. Reason: To ensure that the external appearance of any building is satisfactory.
3. Details of Contractor's site hut location and any areas designated for the storage of building materials must be submitted to and approved in writing by the Local Planning Authority before development commences. The development must then accord with these approved details. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 site huts and building materials must not be stored elsewhere on the site without the prior written permission of the Local Planning Authority. Reason: To ensure that natural features are not damaged, and in the interests of residential amenity.



4. Any garages provided for use by residential occupiers of the site shall not be converted to living accommodation without the written permission of the Local Planning Authority. Reason: In order to provide adequate on-site car parking, and in the interests of residential amenity.
5. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 (Classes A H inclusive, of Part 1, Schedule 2), the dwellings hereby permitted must not be extended or altered and there shall be no structure erected within their respective curtilage without the prior written permission of the Local Planning Authority. Reason: In order to prevent an unplanned overdevelopment of the site, and in the interests of residential amenity.
6. The 0.75 hectare area of public open space (to be provided within the overall Master Plan area), as required by the adopted development brief, must be provided in accordance with a scheme/specification to be approved in writing by the Local Planning Authority, and subsequently retained for that use, and shall not be incorporated into private garden land or other uses without the prior written consent of the Local Planning Authority. Reason: To ensure that this area is not fragmented and remains to fulfil its original function.
7. The detailed plans required under the above condition must include provision for public open space, amenity areas and play areas in accordance with the Local Planning Authority's adopted development brief. The plans shall define the boundaries and include details of the intended future uses of each area, in particular the uses age groups of play areas, together with the features and items of play equipment it is proposed to install. Reason: To ensure a satisfactory provision of different forms of open space throughout the development.
8. Details of the proposed treatment of the site boundaries must be submitted to and approved in writing by the Local Planning Authority and the approved measures must be implemented by a date to be agreed with the Local Planning Authority. Reason: In the interest of amenity.
9. Adequate provision must be made for access for the disabled to the offices and 'live/work' units hereby permitted. Reason: To provide satisfactory access.
10. Details of external security lighting, lockable gates, CCTV coverage, and all other crime prevention proposals must be submitted to and approved in writing by the Local Planning Authority before development commences. The development must then accord with these approved details. Reason: In the interests of crime prevention.
11. Details of facilities to be provided for the storage and removal of refuse from the residential and commercial premises hereby permitted, must be submitted to, and approved in writing by, the Local Planning Authority. The facilities must be provided before the first occupation of the buildings, and retained thereafter. Reason: In the interests of amenity.
12. Before development commences, a plan must be submitted to and approved in writing by the Local Planning Authority showing a line of protective fence around all trees, hedges and other natural features to be retained. Fencing shall be with chestnut pale minimum 1.2 metres high or other fencing approved by the Local Planning Authority. No excavation shall commence on the site until the fencing has been erected and the fencing must be maintained during the course of works on the site. No access by vehicles or placement of goods, fuels or chemicals, soil or other materials shall take place inside the fencing area. (Note: The card accompanying this notice should be sent to the Development Control



Section when the protective fencing is in place and development must not commence until the fencing has been inspected and the card signed by the inspecting officer). Reason: To ensure the natural features are protected from damage throughout the construction period.

13. The burning of materials obtained by site clearance or from any other source must not take place on this site without the prior written permission of the Local Planning Authority. Reason: In the interests of residential amenity.
14. Semi-mature trees and shrubs, of a species to be approved beforehand in writing by the Local Planning Authority, must be planted between the points marked CC on the approved plan within 9 months of the commencement of that phase of the development that adjoins it, or by such later date as may be determined by the Local Planning Authority, and any trees or shrubs which die, become diseased or are removed during the first five years must be replaced in the next planting season. Reason: To screen the site and protect the appearance and character of the area.

15. The landscape scheme, including the planting of the tree screen between points CC, must be completed within 12 months of the occupation of the adjoining dwellings, or by such later date as the Local Planning Authority may determine. Any trees or plants which die during the first five years must be replaced during the next planting season. Reason: To ensure that the appearance of the development is satisfactory.

NOTE TO APPLICANT: The planting of the tree screen between points C-C is to soften the boundary between new residential areas and existing industrial areas. However, if the remainder of the industrial area is to be re-developed for housing purposes, then the requirement for the retention of this tree screen is to be set aside.

16. Before development is commenced, or by such later date as may be determined by the Local Planning Authority, a scheme for protecting the proposed dwellings from noise from the adjacent industrial use and all other noise sources identified in BPE24 must be submitted to, and approved in writing by, the Local Planning Authority. All works which form part of the scheme approved by the Local Planning Authority must be completed before any of the permitted dwellings is occupied (unless otherwise agreed by the Local Planning Authority). Reason: To ensure that acceptable noise levels within the dwellings and the curtilages of the dwellings are not exceeded.
17. The residential development hereby permitted shall not be occupied until such time as a scheme for the insulation of the buildings against industrial and traffic generated noise shall have been submitted to, and approved in writing by, the Local Planning Authority, and all appropriate measures incorporated within the design of the houses themselves. Reason: To protect the future occupants of these premises from noise.
18. Construction work must not take place except between the hours of 8:00a.m. and 6:00p.m. Mondays to Fridays or 8:00a.m. and 1:00p.m. on Saturdays and not at all on Sundays or Bank Holidays. Reason: To protect the amenities of the occupants of nearby dwellings.
19. Details of the type of construction proposed for the roads and footways including all relevant horizontal cross sections and longitudinal sections showing the existing and proposed levels together with details of street lighting and the method of disposing of surface water and details of the programme for the making up of the roads and footways must be submitted to and approved by the Local Planning Authority in writing before development commences. Reason: To ensure that the roads are constructed to a standard which will enable them to be taken over as



publicly maintainable highways.

20. The roads and footways must be laid out and made up in accordance with the specification, programme and details approved and in any event shall be so constructed that, by no later than the time any building erected within that phase is occupied, there shall be a direct connection from it to an existing highway. The final carriageway and footway surfacing must be commenced within three months and completed within six months from the date upon which the erection is commenced of the penultimate dwelling or phase of building for which permission is hereby permitted. Reason: To ensure that the roads are constructed to a standard which will enable them to be taken over as publicly maintainable highways.
21. The road layout of the site must be designed so as to provide for a comprehensive scheme of development with all other phases of development identified within the overall Master Plan for the site, and which also allows for connections to be made to any future redevelopment of the existing industrial land to the west. Reason: To secure satisfactory development of the area as a whole.
22. The points of access, including any footway crossing and verge crossing, must be constructed in accordance with details to be approved in writing by the Local Planning Authority. The permission does not authorise the undertaking of any works involving excavations in the carriageway, footway or verge. A Road Opening Permit should be obtained from Eastleigh Borough Council acting as agents for the highway authority. Reason: To provide satisfactory access.
23. Notwithstanding the provisions of the Town & Country Planning General Permitted Development Order 1995 no accesses other than those shown on the approved plan shall be formed to the site, other than for those that shall serve sales offices/show houses, for a limited period. Reason: In the interests of highway safety.
24. The development hereby permitted must not be brought into use until adequate turning space shall have been constructed to enable vehicles to enter and leave all areas of the site in a forward gear and this must be maintained and be kept available for that purpose at all times. Reason: In the interests of highway safety.
25. The development hereby permitted must not be brought into use until the areas shown on the plan for parking of vehicles and homes-zones, shall have been made available, surfaced and marked out, and the areas shall be retained in such a condition to the satisfaction of the Local Planning Authority for that purpose at all times. Reason: In the interests of highway safety.
26. A layout plan must be submitted to, and approved in writing by, the Local Planning Authority, prior to the commencement of development, making adequate provision for a temporary car park within the site to accommodate operatives and construction vehicles during the contract period and shall indicate the eventual use of that area. Reason: To avoid obstruction of the adjoining highway.
27. Measures to be approved in writing by the Local Planning Authority, to prevent mud being deposited on the public highway by vehicles leaving the site must be implemented during the whole of the construction period. No vehicle shall leave the site unless its wheels have been sufficiently cleaned to prevent mud being deposited on the public highway. Reason: In the interests of highway safety.
28. The development hereby permitted shall accord with the requirements of the adopted development brief, unless written authorisation is given by



the Local Planning Authority for any variation to be made.

Reason: To ensure that the development is carried out in a satisfactory manner.

29. Prior to the commencement of development, or by such later date as may be determined by the Local Planning Authority, a scheme shall be submitted to, and approved in writing by, the Local Planning Authority of the investigation and assessment of contamination in, on or under the development land. The report shall be sufficient that it identifies contaminants and sources of pollution, existing and potential receptors, and the likely pathways that link them. The report shall assess the risk to the receptors by a method agreed by the Local Planning Authority. Reason: In the interests of public safety.

30. Prior to the commencement of the development, including remedial works, a scheme to remediate contamination including measures to protect the development from contaminants arising in, on or under the land, shall be submitted to, and meet with the written satisfaction of the Local Planning Authority. The implementation and completion of the scheme shall be to a standard that meets with the satisfaction of the Local Planning Authority, and which is certified by a competent body. Reason: In the interests of public safety.

31. The residential development of this site, consisting of 200 dwellings, shall be served by no more than 121 parking spaces, of which each dwelling will have a minimum of one parking space allocated/assigned to them for their specific use. Reason: To reduce reliance on the use of the private motor car, and to ensure that there is a sufficient level of allocated parking to properly serve the site.

32. Each dwelling shall be provided with secure cycle parking. Reason: To reduce reliance on the use of the private motor car.

33. The 20% provision of social/affordable housing to be provided within the overall master plan area shall be arranged on site in clusters not exceeding fifteen units, in accordance with a scheme to be approved in writing by the Local Planning Authority. Reason: In order to encourage social integration across the development.

34. Any external lighting to be included in the development should be of flat glass, full cut off design with horizontal mountings so that there is no light spill above the horizontal. Reason: To ensure that the lighting does not confuse or distract pilots in the vicinity of Southampton International Airport, and to reduce pollution of the night sky.

35. The landscape scheme should be of a type that will not increase the risk of bird strikes at Southampton International Airport. Reason: In the interests of public safety.

36. Any cranes to be used on site must be operated in accordance with the British Standard Code of Practice for crane operators BS7121: Part 1: 199 (as amended). Reason: To prevent conflict with aircraft using Southampton International Airport.

37. Prior to the commencement of development, or by such later date as may be determined by the Local Planning Authority, each phase of development will be screened to the satisfaction of the Local Planning Authority. Reason: In the interests of residential amenity.

38. Foul drainage from this proposed development shall be to the mains foul sewer, and completed in accordance with a scheme to be approved in writing by the Local Planning Authority, in consultation with Southern



Water. Reason: To prevent pollution of the water environment.

39. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through trapped gullies with an overall capacity compatible with the site being drained. Reason: To prevent pollution of the water environment.
40. No soakaway, foul drain/sewer or surface water sewer shall be constructed in contaminated land.  
Reason: To prevent pollution of groundwater.
41. No development shall take place until the developer has carried out adequate investigation to assess the degree of contamination of the site and to determine its water pollution potential. The methods and extent of this investigation shall be agreed in writing with the Local Planning Authority before any work commences. Details of appropriate measures to prevent pollution of groundwater and surface water, including provisions for monitoring, shall then be submitted to, and approved in writing by, the Local Planning Authority. Reason: To prevent pollution of the water environment as the site may be contaminated due to previous use.
42. The method of piling foundations for the development shall be carried out in accordance with a scheme to be approved in writing by the Local Planning Authority prior to any development commencing. Reason: The site is contaminated/potentially contaminated, and piling could lead to the contamination of the underlying aquifer. Driven piles will not be acceptable as they could have a seriously detrimental impact upon residential amenity.
43. The site layout must make sufficient provision for the manoeuvring and access of firefighting, delivery, refuse collecting and public service vehicles. Reason: To ensure that the site is developed in a satisfactory manner.
44. Prior to the commencement of development, or by such later date as may be determined by the Local Planning Authority, a plan shall be submitted to, and approved in writing by, the Local Planning Authority, providing full details of the phasing of the proposed development. The development must thereafter be carried out in accordance with the approved plan. Reason: In the interest of residential amenity, and to ensure that the development is carried out in a satisfactory manner.
45. Prior to the occupation of the first unit of residential accommodation, or by such later date as may be determined by the Local Planning Authority, all necessary infrastructure shall be provided on site to enable a bus service to operate through it in accordance with a scheme to be approved in writing by the Local Planning Authority. Reason: To encourage the use of alternative means of transport that have less environmental impact than the private motor car.
46. All fixed plant/temporary plant to be used during the construction process, shall be screened and/or acoustically enclosed, when in operation, so as to be inaudible at the nearest point on the site boundary. Reason: In the interests of residential amenity.
47. No amplified music or speech which is audible at the site boundary shall be played on site except in the case of giving emergency instructions. Reason: In the interests of residential amenity.
48. No new residential property shall be occupied unless all demolition and contaminated land remediation works within 75 metres of the property have



been completed to the satisfaction of the Local Planning Authority.  
Reason: In the interests of public safety.

49. At no time during the construction period shall the provision of residential car parking on site exceed an average ratio of 1.5 spaces per dwelling.

Reason: To reduce reliance on the use of the private motor car.

50. The 14 No. 'Live/work' units, hereby permitted (shown as plots 157-163 and 182-188) shall not be used for any activities which fall within Use Classes A3, B2, C1, and C2 (as defined by the Town and Country Planning Use Classes Order 1987) without the prior written permission of the Local Planning Authority. Reason: In the interests of residential amenity.

NOTE TO APPLICANT: To avoid any confusion, a summary is provided below setting out a clear definition of these prohibited uses:

- A3 - Restaurants, pubs, snack bars, cafes, wine bars and shops for sale of hot foods;  
B2 - General industrial;  
C1 - Hotels, boarding and guest houses, and  
C2 - Residential schools and colleges, hospitals and convalescent/nursing homes.

51. The development hereby permitted must allow for connections to be made with the remainder of the adjoining industrial site for all forms of vehicular and pedestrian traffic. Reason: To allow for a comprehensive form of development should this land to the west be released for housing.

52. Unless otherwise stated, conditions must be complied with before the first building is occupied or the use is commenced or by such later date as may be determined by the Local Planning Authority, and compliance maintained thereafter. Reason: To ensure that the development is completed satisfactorily.

53. Note to Applicant: This decision and any condition attached, has been taken in accordance with the development plan policies listed below and with due regard to any other material considerations.  
Hampshire County Structure Plan 1996-2011: UB1, UB2, UB3, T1, T2, T4, T5, H7, H8 and R2;  
Eastleigh Borough Local Plan 1997: 25.BE, 28.BE, 34.BE, 37.BE, 66.T, 68.T, 74.T, 76.T, 77.T, 78.T, 95.H, 106.E, 108.E, 148.OS, 151.OS, 160.IN and 165.IN.

54. NOTE TO APPLICANT: This permission is also subject to a legal agreement.

NOTE TO APPLICANT: This permission is also subject to a legal agreement.

C.D. PETERS  
HEAD OF DEVELOPMENT CONTROL

N.B. SEE ENCLOSED NOTES (PER)



MASTER PLAN

# BARRATT HOMES LIMITED

TENNYSON ROAD

## LEGEND.

- PUBLIC OPEN SPACE.
- BI OFFICE LAND USE.
- LIVE-WORK UNITS, LAND USE.
- COMMUNITY BUILDING LAND USE.
- PLAY AREAS.
- POSSIBLE BUS ROUTE ENTRANCE/ACCESS POINTS.
- CYCLE ROUTE ENTRANCE/ACCESS POINTS.
- LINKS TO EXTERNAL NETWORK.
- POTENTIAL LINKS TO PHASE 2.

240 PARKING SPACES  
1 SPACE FOR 1 BED FLAT  
1 SPACE FOR 2-3 BED FLAT  
2 SPACES FOR 4-5 BED FLATS  
2 SPACES FOR 6-7 BED FLATS  
15 SPACES AVAILABLE ON SITE

MANAGER SYSTEM  
AN AFFORDABLE HOUSING  
IN PHASE 1 PART A  
IN PHASE 1 PART B  
IN PHASE 2 PART A



PIRELLI SITE  
EASTLEIGH.

M. H. H.

WILMERT ROAD.

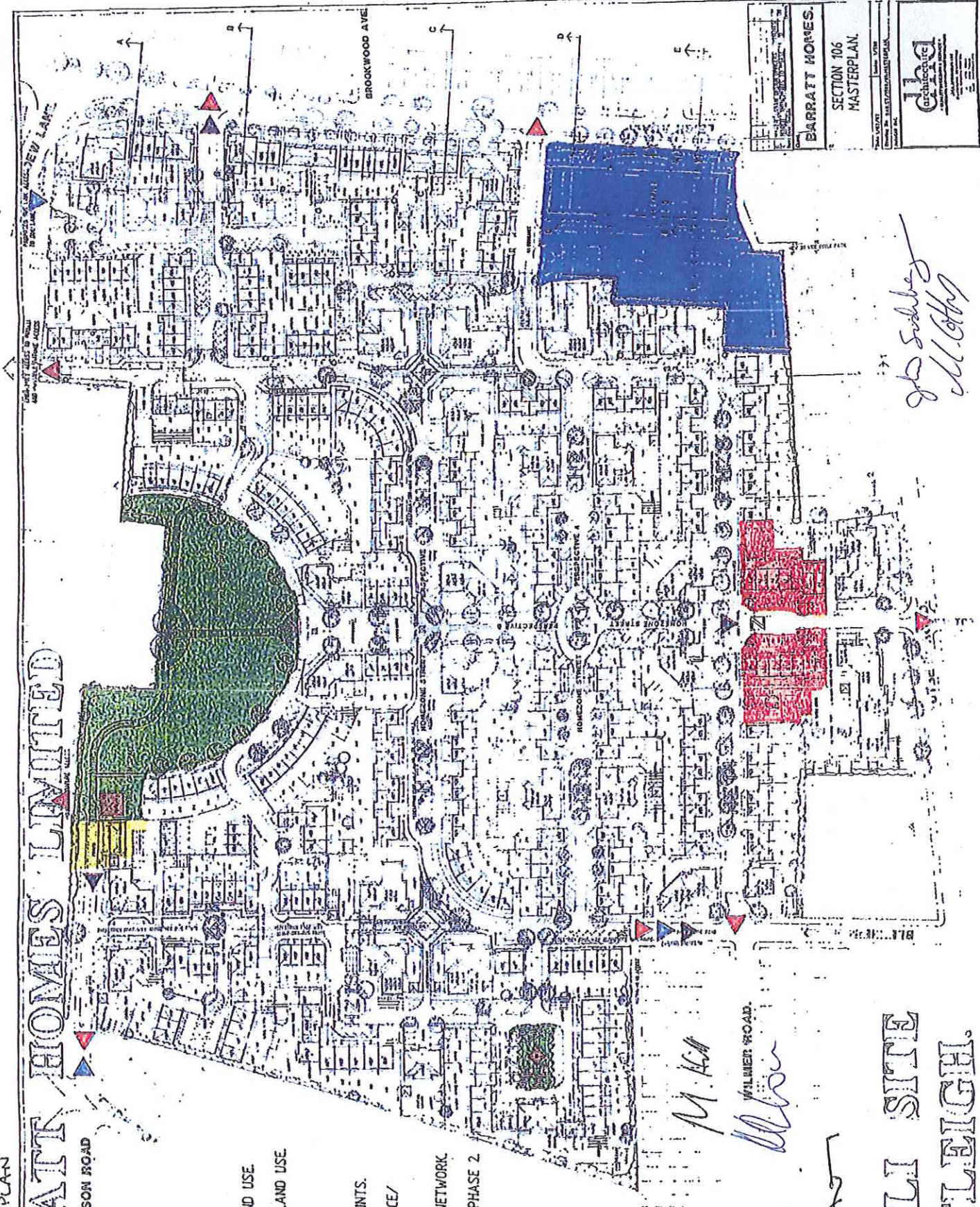
*W. H. H.*

*W. H. H.*

*W. H. H.*

*John Siskley*  
*M. H. H.*

|                            |  |
|----------------------------|--|
| BARRATT HOMES.             |  |
| SECTION 106<br>MASTERPLAN. |  |
|                            |  |





## SCHEDULE TWELVE

### No Ransom Strips

1. In carrying out the Development the Developer shall (if applicable) procure that possible future accesses are retained to the adjoining land to the west shown on the annexed master plan or in such other locations as may be approved by the Council such approval not to be unreasonably withheld or delayed.
2. In the event of any future requirement by the Council for the estate road network on the adjoining land to the west to connect into and use the estate road network on the Land then subject to all necessary and requisite approvals having been obtained the Developer shall permit such connections and access without seeking any payment for the same other than reimbursement of any costs incurred by the Developer in relation to any remedial works carried out and to payment of its reasonable and proper costs in relation to any documentation relating thereto.

IN WITNESS whereof the Council, the County Council and the Developer and Mortgagee have executed this Agreement as a deed the day and year first before written.

THE COMMON SEAL of  
EASTLEIGH BOROUGH COUNCIL  
was hereunto affixed in the presence of:

Authorised  
Signature

THE COMMON SEAL of  
HAMPSHIRE COUNTY COUNCIL  
was hereunto affixed in the presence of:

AUTHORISED SIGNATORY

Executed as a Deed by RODNEY STEVEN WILEY WILK  
and [REDACTED]  
acting as Attorneys for and on behalf  
of BARRATT HOMES LIMITED

Executed as a Deed by PIRELLI GENERAL  
PLC acting by two Directors or a Director  
and its Secretary:-

Director



Director/Secretary

