DATED 14 August 2026

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

A G R E E M E N T

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to land south-east of Kings Copse Avenue, Eastleigh

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

THIS DEED is made on 14 August 2026

BETWEEN

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

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

RECITALS

(1) The Council is a 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

(3) The County Council is a local planning authority for the purposes of the Act and the Highway Authority for Hampshire

(4) The Owner has by written application numbered F/25/100141 and dated 10 October 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 entering into this Deed

(6) The County Council is the Local Planning Authority by whom the obligations contained in this Deed are enforceable

(7) 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 of the Community Infrastructure Levy Regulations 2010 (as amended)

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
"BNG"	means Biodiversity Net Gain
"BNG Areas"	means the areas shown edged red on the plan annexed to the Ecological Impact Assessment (ACD Environmental, 06.11.2025) titled "Baseline Habitat Map" annexed hereto
"BNG Commencement Date"	means the date upon which the Habitat Creation and Enhancement Works have commenced
"BNG Gain Plan"	means the plan submitted to and approved by the Council to satisfy the Development's BNG requirements pursuant to Schedule 7A of the Act.
"BNG Shortfall"	means 25.48 BNG Units required to achieve the mandatory 10% net gain

"BNG Monitoring Contribution"	means the sum of sixteen thousand seven hundred and ninety seven pounds (£16,797.00) Index Linked from and including January 2026 in accordance with Clause 11.2 of this Deed to be paid to the Council towards the Council's costs of monitoring compliance as required by condition 28 of the Planning Permission and approved by the Council in accordance with Schedule Six of this Deed
"Bridleway Improvement Works"	means the works for the improvement of Bridleway reference 026/501/1 referred to in Schedule Five of this Deed as shown in principle on drawing 3743.23 attached to this Deed at Appendix 4
"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;
- Archaeological investigations and evaluation;
- Ecological mitigation works
- Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;
- Noise mitigation bunds and any associated landscaping
- Diversion of any Services/ associated works
- Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;

and the expressions "commenced", "commence", "commencing" and "commences" shall be construed accordingly

"Community Infrastructure Contribution"

means a contribution in the sum of two hundred and twenty two thousand three hundred and sixty pounds (£222,360.00) Index Linked from and

	including January 2008 in accordance with Clause 11.2 of this Deed and to be used towards the provision or improvement of community infrastructure in the Local Area
"Completion Certificate Standard"	means the completion of the Bridleway Improvement Works and/or the S278 Highway Works (as applicable) to the satisfaction of the County Council in accordance with the Highway Works Agreement for the Bridleway Improvement Works and the Highway Works Agreement for the S278 Highway Works (as applicable) and as evidenced by the issue of a certificate of completion or part 2 certificate in accordance with the terms of the relevant Highway Works Agreement
"Council's Contribution Payments"	means the payments to be made by the Owner to the Council in respect of: (i) Community Infrastructure Contribution (ii) Health Contribution

(iii) New Forest Commercial Risk Contribution

(iv) New Forest Mitigation Contribution

(v) New Forest Monitoring Contribution

(vi) New Forest Ranger Contribution

(vii) Nitrate Mitigation Contribution

(viii) On-Site Open Space Shortfall Contribution

(ix) Open Space and Play Provision Standing Charge Contribution

(x) Open Space Wildlife Contribution

(xi) Public Art Contribution

(xii) Solent Recreation Mitigation Partnership Contribution

all Index Linked in accordance with Clause 11.2 of this Deed, and

"County Council Contribution Payments" means the Highway Contribution Index Linked from and including 1 September 2025 in accordance with Clause 11.1

"Default Interest Rate"	means interest at four percent (4%) above the base lending rate of the Bank of England from time to time
"Development"	means the development described in Schedule Two
Development Control Fee	The sum of four-thousand four-hundred and thirty seven pounds and fifty pence (£4,437.50) incurred by the County Council's transport planning officers in connection with the preparation, execution and completion of this Deed
"Dwellings"	means those dwellings to be constructed on the Site by the carrying out of the Development and the expression "Dwelling" shall be construed accordingly
"Habitat Creation and Enhancement Works"	means the habitat creation and enhancement works shown on the plan annexed to the Ecological Impact Assessment (ACD Environmental, 06.11.2025) titled "Habitat Creation Plan" and annexed hereto

"Habitat Creation and Enhancement Works Completion Date"	means the date of completion of the Habitat Creation and Enhancement Works
"Health Contribution"	means the sum of one hundred and thirty six thousand one hundred and fifty four pounds (£136,154.00) Index Linked from and including October 2025 in accordance with Clause 11.2 to be paid to the Council to be used towards the provision of health facilities within the Local Area as agreed with NHS England
"Highway Contribution"	means the sum of six hundred and seventy five thousand pounds (£675,000.00) Index Linked from and including 1 September 2025 in accordance with Clause 11.2 to be paid to the County Council towards bus infrastructure improvements; bus service subsidisation and pedestrian/ cycle improvements in the local vicinity; bridleway diversions in the local vicinity; east/west Tanhouse Lane link improvements; improvements of footpaths to River Hamble Country Park; improvements

	of footpaths within River Hamble Country Park; improvements of bridleways to River Hamble Country Park; improvements of bridleways within River Hamble Country Park; upgrade of footpaths to River Hamble Country Park to bridleways; upgrade of footpaths within the River Hamble Country park to bridleways; bridge improvements on links to River Hamble Country Park; bridge improvements within River Hamble Country Park; and car parking improvements in the River Hamble Country Park.
"Highway Works Agreement"	means an agreement or agreements pursuant to either or both of Sections 278 and Section 38 of the Highways Act 1980 to be entered into by the Owner with the County Council
"HMMP"	means the document required by condition 28 of the Planning Permission and approved by the Council
"Index Linked"	increased in accordance with the following formula:

Amount payable = the payment specified in this Deed x (A/B) where:

A = the last figure published for the index that applied immediately preceding the date that payment was received;

B = the last figure published for the index that applied immediately prior to the date of the application for Planning Permission

"Local Area"	means the area of Hedge End, West End and Botley
"New Forest Commercial Risk Contribution"	means the sum of thirty eight thousand six hundred and ninety nine pounds and fifty two pence (£38,699.52) Index Linked from and including November 2022 in accordance with Clause 11.2 of this Deed to be paid by the Owner to the Council
"New Forest Mitigation Contribution"	means the sum of three hundred seventy seven thousand nine hundred and two pounds and eight

	pence (£377,902.08) Index Linked from and including November 2022 in accordance with Clause 11.2 of this Deed to be paid by the Owner to the Council towards Suitable Alternative Natural Greenspace (SANG) to mitigate the impact of the Development on the New Forest
"New Forest Monitoring Contribution"	means the sum of one thousand seven hundred fifty two pounds and ninety six pence (£1,752.96) Index Linked from and including November 2022 in accordance with Clause 11.2 of this Deed to be paid by the Owner to the Council
"New Forest Ranger Contribution"	means the sum of seven thousand eight hundred and eighty five pounds and forty four pence (£7,885.44) Index Linked from and including 1 November 2022 in accordance with Clause 11.2 of this Deed to be paid by the Owner to the Council towards the provision of a New Forest ranger to mitigate the impact of the Development on the New Forest

"NHS England"	means the national commissioning authority for health services in England (or its successor body from time to time)
"Nitrate Mitigation Contribution"	means the sum of four hundred eighty nine thousand and nine hundred and sixty pounds (£489,960.00) to be paid by the Owner to the Council towards meeting the obligations of the Nitrate Mitigation Policy Index Linked from and including November 2022 in accordance with Clause 11.2
"Nitrate Mitigation Policy"	means the policy entitled "Nitrates Mitigation Charging Policy" which obliges the Council to identify Mitigation Land and remove it from intensive nitrate generating agricultural use in perpetuity to ensure that there is no net increase in nitrates reaching the Solent Maritime SAC from waste water arising from the Development
"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 second, third, 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 residential purposes excluding occupation for the purpose of sales or maintaining, fitting out or decoration and reference to "Occupy" and "Occupied" shall be construed accordingly
"Off-Site Public Art Scheme"	means a scheme for the provision of Public Art to be provided off Site for the public benefit in accordance with the Public Art Strategy aligned with the Vision for Public Art in Hedge End, West End and Botley

"On-Site Open Space Shortfall Contribution"	means the sum of one hundred twenty one thousand seventeen pounds and fifty eight pence (£121,017.58) Index Linked from and including January 2008 in accordance with Clause 11.2 of this Deed towards improvements to Little Hatts Recreation Ground, Norman Rodaway Pavilion and Football Ground
"Open Space and Play Provision Standing Charge Contribution"	means the sum of one hundred twenty one thousand seventeen pounds and fifty eight pence (£121,017.58) Index Linked from and including January 2008 in accordance with Clause 11.2 of this Deed
"Open Space Wildlife Contribution"	means the sum of thirteen thousand six hundred and seventy six pounds and seventy four pence (£13,676.74) linked from and including January 2008 in accordance with Clause 11.2 of this Deed

"Owner"	means the Owner and its respective successors in title to the Site
"Penultimate Dwelling"	means the last but one Dwelling on the Site or within an individual Phase to be Occupied
"Planning Permission"	means planning permission for the development of the Site reference number F/25/100141
"Public Art"	means the provision of art for the public benefit in accordance with the adopted Public Art Strategy and the Vision for Public Art in Hedge End, West End and Botley
"Public Art Contribution"	means the sum of fifty seven thousand six hundred pounds (£57,600.00) Index Linked from and including November 2007 in accordance with Clause 11.2 of this Deed towards public art projects in the Local Area
"Public Art Strategy"	means the Eastleigh Public Art Strategy 2023 - 2028

"Remedial Steps"	means any remedial steps required to ensure compliance with the HMMP
"Section 73 Permission"	means the grant of planning permission pursuant to an application made under section 73 of the Act
"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 six thousand pounds (£6,000.00)
"Section 106 Monitoring Fee"	means the sum of three thousand, four hundred pounds (£3,400.00) towards the costs incurred by the County Council in monitoring the compliance with the planning obligations as they relate to the County Council in this deed and in discharging its statutory reporting obligations
"Services"	means foul, surface, storm and portable water, soil, effluent, gas, fuel, oil, electricity, telephone signals, television, electronic mail, data and

	information communications and other services
"Site"	means the land described in Schedule One
"Site Plan"	means the plan annexed hereto and labelled Plan 1
"Solent Recreation Mitigation Partnership"	means the partnership of South Hampshire local authorities and other organisations established to implement measures to mitigate cumulative recreational disturbance of birds within the Solent Southampton Water, Portsmouth Harbour and Chichester and Langstone Harbour Special Protection Areas
"Solent Recreation Mitigation Partnership Contribution"	means a contribution to the Council in the sum of one hundred forty five thousand one hundred and seventy two pounds (£145,172.00) Index

	Linked from and including April 2026 in accordance with clause 11.2 to be paid by the Owner to the Council as a contribution to funding the work of the Solent Recreation Mitigation Partnership
"S278 Highway Works"	means the highway works referred to in Schedule Five of this Deed and as shown in principle on drawing 3743.03C attached to this Deed at Appendix 4
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
"Vision for Public Art in Hedge End, West End and Botley"	means the Nurturing Nature, Community and Creativity – A Public Art Vision for Hedge End, West End and Botley document published December 2024
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

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 the 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 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 Any reference to the "Owner" is to the Council acting as a landowner and any successor in title.

1.17 Any reference to "the County Council" is to the County Council acting as local planning authority and local highway authority and to any successor to that statutory function for the area in which the Site is situated subject to the provisions of clause 2.2 below.

2. Statutory Provisions

2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and in consideration of the covenants contained in this Deed

2.2 The County Council agrees to act on behalf of the Council in its statutory capacity as local planning authority by enforcing the obligations against the Owner in favour of the Council contained within this Deed until such time as the Council as Owner has parted with its interest in the Site (or the relevant part thereof) at which point, for the avoidance of doubt, the Council as a local planning authority shall assume this responsibility and the County Council shall continue as local planning authority and local highway authority

2.3 The covenants, restrictions and obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable in respect of the Site by the County Council as local planning authority and local highway authority and enforceable by the Council (once responsibility is reassumed pursuant to clause 2.2) as local planning authority against the Owner

3 Owner covenants

3.1 The Owner covenants with the Council as set out in schedules 3, 4 and 6.

3.2 The Owner covenants with the County Council as set out in schedules 3, 4, 5, 6.

4. Conditionality

4.1 With the exception of clauses 1, 2, 3, 4, 6, 7, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission

4.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if before Commencement the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

Successors in title

5. The Owner for itself and its respective successors in title hereby covenants with the County Council, with the intent of binding the Site so that such covenants shall be enforceable against successors in title and any person claiming through or under them to observe the restrictions and to perform the obligations contained in this deed

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 (or the whole

of any relevant part(s) to which an obligation 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 by the Council as such

Section 73 permission

9. If a Section 73 Permission is granted by the Council in relation to the Development, and where the County Council confirms in writing that a deed of variation or a new Section 106 agreement is not necessary in accordance with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), 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 parties (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

10.3.5 if the Independent Person shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

Indexation

11 It is agreed between the parties that:

11.1 the County Council Contribution Payments to be paid to the County Council by the Owner hereunder are required to be Index Linked and each relevant payment shall be increased by reference to the Retail Price 'All Items' 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 Owner under the terms of this Deed are required to be Index Linked and in this respect each relevant payment shall be increased by the percentage by which the Retail Prices Index (excluding mortgages) ("RPIX") published by the Office for National Statistics (or amendment or replacement thereof) increased from and including the relevant base date referred to in the definition of such contributions to the date the relevant payment is received by the Council

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.

Expenditure in advance by Council or County Council

13 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 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

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

Severability

15 It is agreed that if any part of this Deed shall be declared unlawful, unenforceable or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect

Waiver

16 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.

Notices

17 Any notices required to be given to any Party under this Deed shall be in writing and include the Application reference number and the description and

date of this Deed and shall be deemed to have been properly served upon the relevant Party if sent by recorded delivery to;

17.1 the Council at the address set out in this Deed or to such other person at such address as they shall notify in writing to the Parties

17.2 the County Council at the address set out in this Deed for the attention of the Director Deputy Director for Legal Services including the legal reference EDOC/0244 or to such person at such address as they shall notify in writing to the Parties

17.3 the Owner at the address set out in this Deed or to such other person at such address as they shall notify in writing to the Parties

17.4 Any Party to this Deed can agree to accept service of a notice under this Deed by email where they have;

17.4.1 confirmed the same in writing (including by email) to the relevant Party; and

17.4.2 provided the email address for service of the notice

17.4.3 following such confirmation a notice served by email shall be deemed to have been properly served if sent to the email address notified to the Party and including the Application reference number and the description and date of this Deed

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.

Agreements and Declarations

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 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 transferee's 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 the 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 or the County Council as the case may be 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 County 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

Exclusion of Liability

27 The covenants, restrictions and other obligations in this Deed shall not be binding upon nor enforceable against:

27.1 individual purchasers, occupiers or lessees of Dwellings or their respective mortgagees or chargees or any other persons deriving title under them; and

27.2 any statutory undertaker which from time to time acquires any interest in any part(s) of the Site for or in furtherance of the provision of services or against any land upon or in which the service media plant or apparatus of such undertaker(s) is from time to time situated;

and no person(s) excluded under this clause will be treated as a person deriving title from the Owner and/or their successors in title for the purposes of section 106(3) of the Act.

Costs and fees

28 On or before completion of this Deed the Owner covenants with the County Council to pay:

28.1 the County Council's reasonable and proper legal costs and disbursements in connection with the negotiation, preparation and execution of this Deed;

28.2the Development Control Fee;

28.3the Section 106 Monitoring Fee.

29 Payments to the County Council shall include as a reference the Planning Permission reference number

30 On or before completion of this Deed the Owner covenants with the Council to pay the Council's reasonable and proper legal fees together with the Council's Section 106 Monitoring Contribution.

Governing law

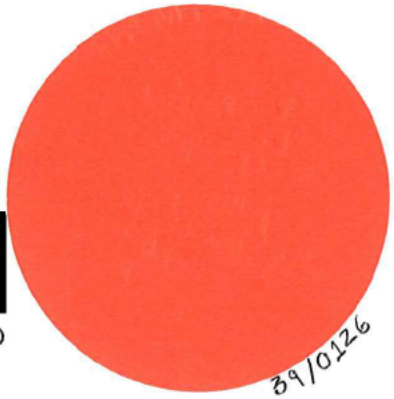
31 This Deed is to be governed by and interpreted in accordance with the law of England and is enforceable in the Courts of England and Wales.

Delivery

32 This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

This Deed including the schedules and appendices has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a Deed by affixing the Common Seal of **Hampshire County Council** in the presence of



Authorised Signatory [redacted]

Name SARAH HUCKFIELD

Position ASSISTANT HEAD OF LEGAL SERVICES



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

Authorised Signatory

[redacted]

INDEX OF SCHEDULES

Schedule One	Description
Schedule Two	Proposed Development of the Site
Schedule Three	Notification
Schedule Four	Contribution Payments
Schedule Five	Highway Works
Schedule Six	BNG

SCHEDULE ONE

(Description of Site)

The freehold land on the south-east side of Kings Copse Avenue, Eastleigh, shown for the purpose of identification only edged red on the Site Plan and registered at HM Land Registry with freehold title absolute under Title Number HP877152.

SCHEDULE TWO

(Proposed Development of Site)

Residential development of 192 dwellings comprising houses and apartments, to include access, parking, landscaping and other associated works, along with off-site footway and bridleway improvements.

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 21 days of such event occurring:

   1.1. Commencement of Development

   1.2. Occupation of the 1st Dwelling

   1.3. Occupation of the thirtieth Dwelling

   1.4. Occupation of the fiftieth Dwelling

   1.5. Completion of the Development

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

SCHEDULE FOUR

(The Contribution Payments)

1. Save for the BNG Monitoring Contribution which shall be payable in accordance with Schedule Six the Owner covenants to pay to the Council the Council's Contribution Payments prior to Commencement of the Development

2. The Owner shall pay to the County Council the County Council Contribution Payments prior to Commencement of the Development

3. The Owner shall not commence or permit Commencement of Development until the Council's Contribution Payments referred to in paragraph 1 have been paid to the Council and the County Council's Contribution Payments referred to in paragraph 2 have been paid to the County Council and the Council and County Council confirm they will each respectively acknowledge receipt of payment of such sums following receipt of the same

SCHEDULE FIVE

(Highway Works)

1. The Owner covenants with the County Council:

S278 Highway Works

1.1. to enter into the Highway Works Agreement with the County Council for the S278 Highway Works prior to the Commencement of Development;

1.2. not to Commence or permit Commencement of Development until the Owner has entered into the Highway Works Agreement with the County Council for the S278 Highway Works;

1.3. prior to Occupation of the first Dwelling to undertake and complete the S278 Highway Works to Completion Certificate Standard;

1.4. not to Occupy or permit Occupation of the first Dwelling until the Owner has completed the S278 Highway Works to Completion Certificate Standard;

1.5. to carry out and complete the S278 Highway Works at their own expense and in a good and workmanlike manner in accordance with the Highway Works Agreement.

Bridleway Improvement Works

1.6. to enter into the Highway Works Agreement with the County Council for the Bridleway Improvement Works prior to the Occupation of the thirtieth Dwelling;

1.7. not to Occupy the thirtieth Dwelling until the Owner has entered into the Highway Agreement Works Agreement with the County Council for the Bridleway Improvement Works

1.8. prior to Occupation of the fiftieth Dwelling to undertake and complete the Bridleway Improvement Works to Completion Certificate Standard;

1.9. not to Occupy or permit Occupation of the fiftieth Dwelling until the Owner has completed the Bridleway Improvement Works to Completion Certificate Standard; and

1.10. to carry out and complete the Bridleway Improvement Works at their own expense and in a good and workmanlike manner in accordance with the Highway Works Agreement.

SCHEDULE SIX

(BNG)

1. The Owner hereby covenants with the Council and the County Council:

1.1 not to commence or permit Commencement of Development until the Owner has:

1.1.1 submitted to the Council further details as to how the BNG Shortfall will be achieved;

1.1.2 delivered such off-site BNG or purchase of Statutory Credits or Biodiversity Units in accordance with paragraph 1.1.1 of this Schedule; and

1.1.3 provided evidence to the Council of how the BNG Shortfall has been achieved to satisfy the mandatory 10% net gain

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

1.3 to carry out the Habitat Creation and Enhancement Works to the BNG Areas in accordance with the HMMP;

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

1.5 within 10 Working Days of the Habitat Creation and Enhancement Works Completion Date, to notify the Council in writing of that date;

1.6 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

1.7 to submit a Monitoring Report to the Council within 10 Working days of each Monitoring Report Date.

2 The Council covenants to use the BNG Monitoring Contribution for no other purpose than the purpose of monitoring implementation and ongoing compliance of the BNG Gain Plan.

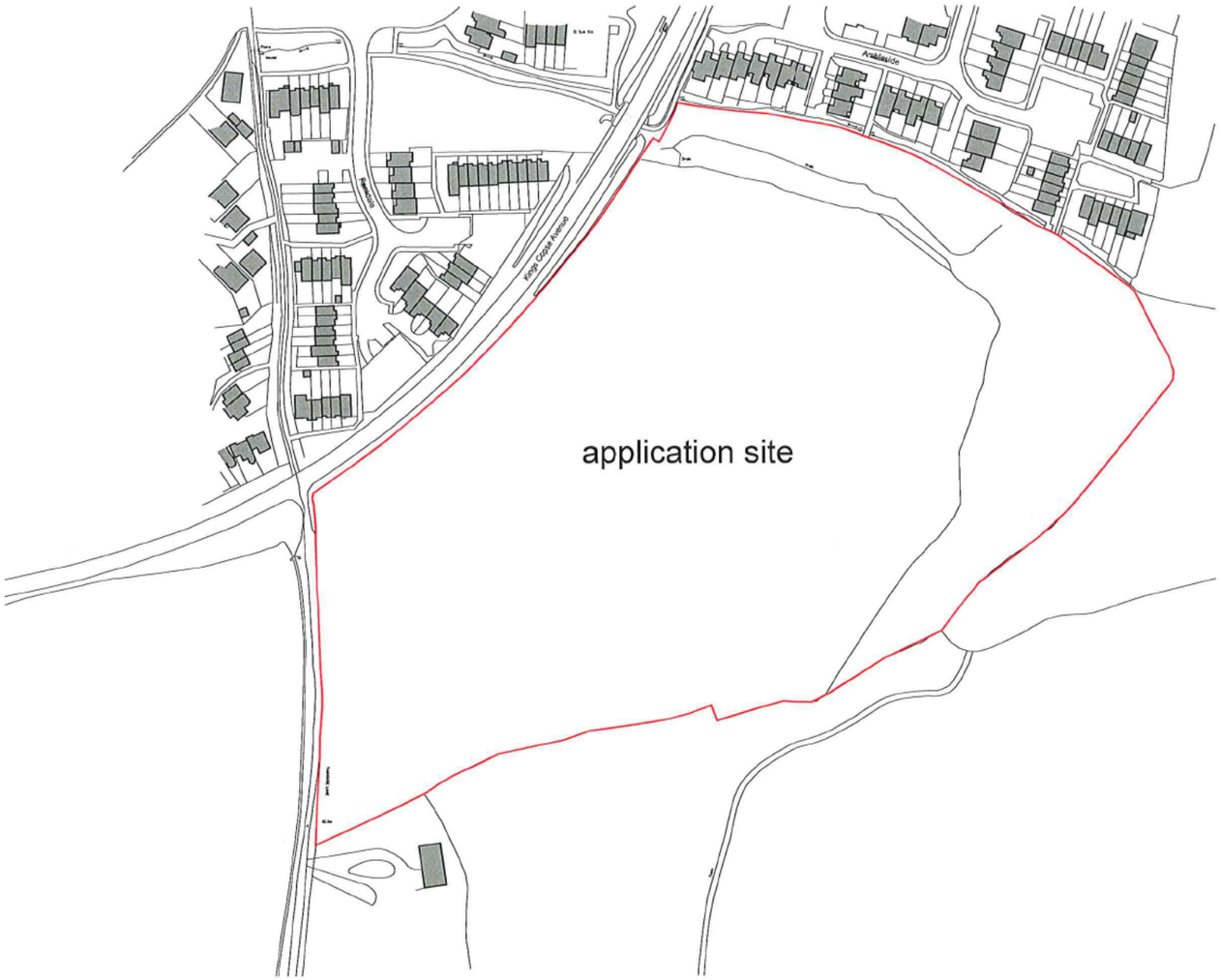
3 Following receipt by the Council of a Monitoring Report, if the Council (acting reasonably) considers that the Owner is not complying with the HMMP the Council shall notify the Owner giving reasons within 20 Working Days from receipt by the Council of that Monitoring Report.

4 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.

5 Within 10 Working Days from receipt by the Owners of a notice from the Council pursuant to paragraphs 3 and 4 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.

6 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.

APPENDIX 1 – SITE PLAN



Notes

1. This drawing is the copyright of MH Architects Ltd
2. Do not scale this drawing except for Local Authority planning purposes
3. All dimensions must be checked on site by the contractor prior to commencement of the works.

Client Approval

X	A - Approved
X	B - Approved with comments
X	C - Do not use

Rev.	Revision Note/Purpose of Issue	Drw By	Date	Chk By	Date
A	Issued for Information (First Issue)	KM	16.11.23	HJG	16.11.23

[redacted]

39/0124

Client
Eastleigh Borough Council

Job title
Kings Copse Avenue

Drawing title
Site Location Plan

Drawn	Date	Checked	Date	Scale at A1
JDN	FEB 24	HJG	FEB 24	1:1250

Job No.	Pro.	Org.	Zone	Level	Type	Role	No.	Rev.
22-148	KCA	MHA	ZZ	XX	DR	A	0001	C01

Purpose of Issue
PLANNING

N

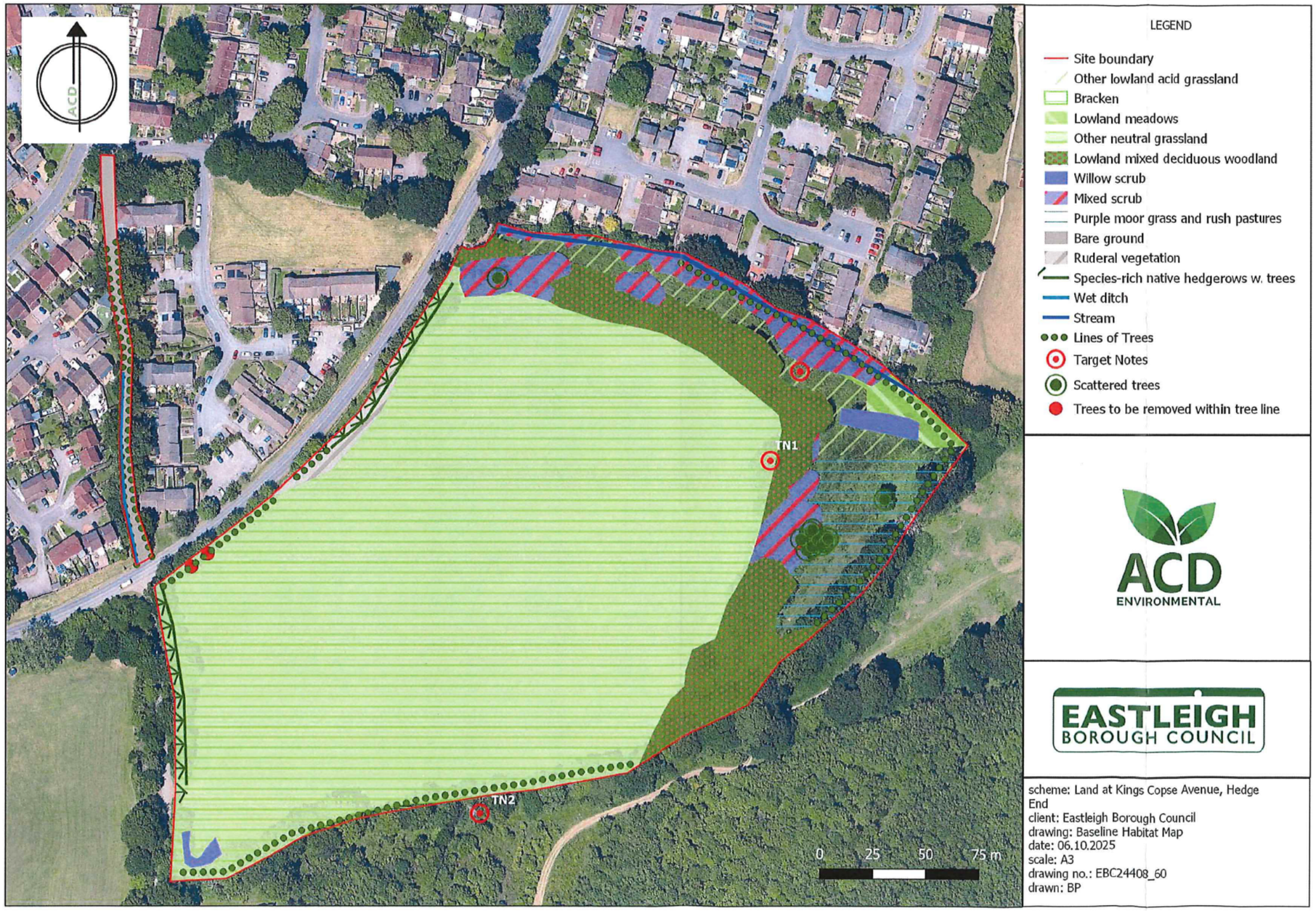
Licence number LIG0975
Location Plan 1:1250 @ A1
10 0 10 20 30 40 50 100m
1:1250

Ground Floor Bicentennial Building 1
Southern Gate Chichester
West Sussex PO19 8EZ
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Limited Company
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mh ARCHITECTS

APPENDIX 2 – BASELINE HABITAT MAP

APPENDIX 1: BASELINE HABITAT MAP



LEGEND

- Site boundary
- Other lowland acid grassland
- Bracken
- Lowland meadows
- Other neutral grassland
- Lowland mixed deciduous woodland
- Willow scrub
- Mixed scrub
- Purple moor grass and rush pastures
- Bare ground
- Ruderal vegetation
- Species-rich native hedgerows w. trees
- Wet ditch
- Stream
- Lines of Trees
- Target Notes
- Scattered trees
- Trees to be removed within tree line

ACD ENVIRONMENTAL

EASTLEIGH BOROUGH COUNCIL

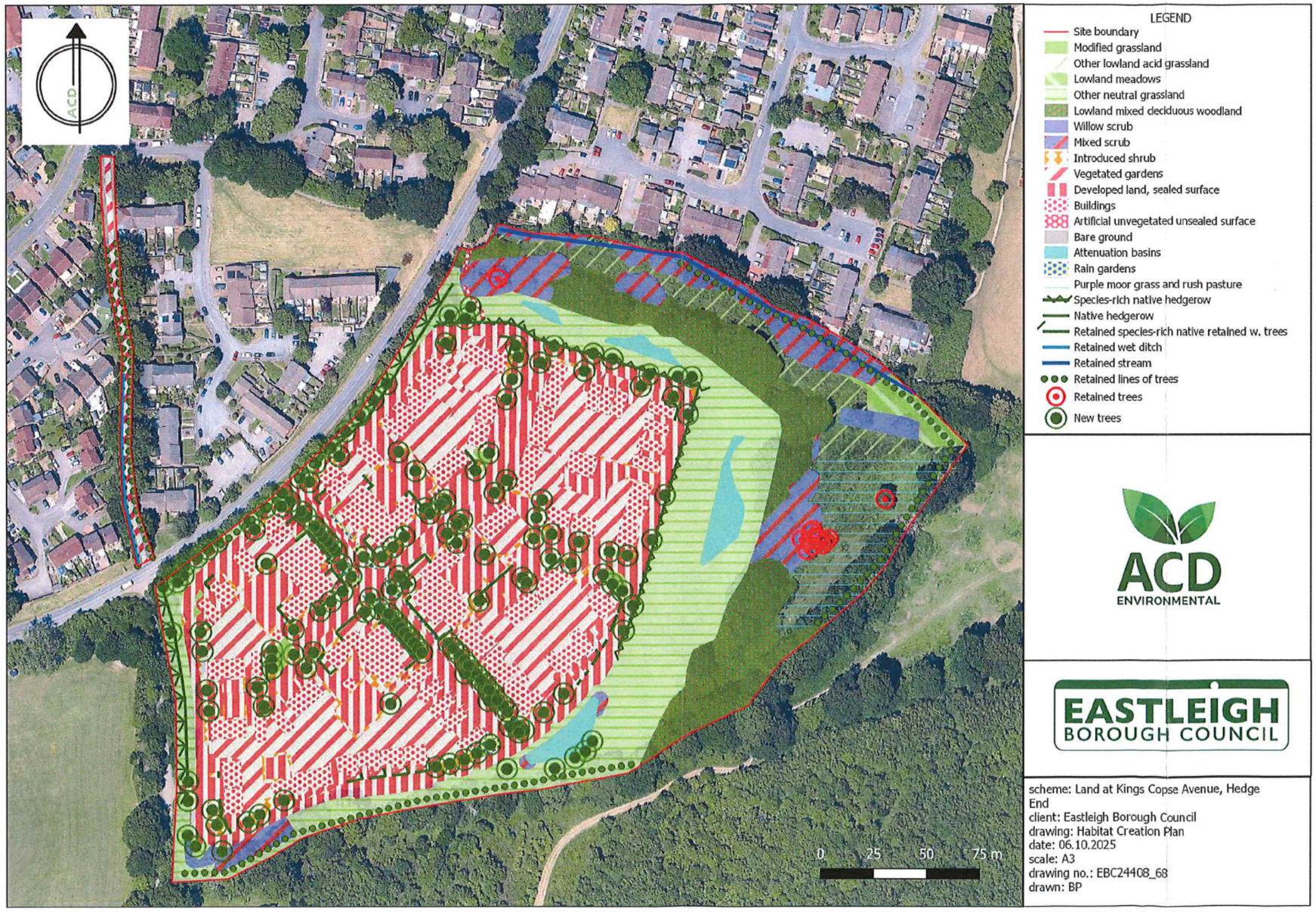
scheme: Land at Kings Copse Avenue, Hedge End
client: Eastleigh Borough Council
drawing: Baseline Habitat Map
date: 06.10.2025
scale: A3
drawing no.: EBC24408_60
drawn: BP

[redacted]

39/0127

APPENDIX 3 – HABITAT CREATION PLAN

APPENDIX 2: HABITAT CREATION PLAN



LEGEND

- Site boundary
- Modified grassland
- Other lowland acid grassland
- Lowland meadows
- Other neutral grassland
- Lowland mixed deciduous woodland
- Willow scrub
- Mixed scrub
- Introduced shrub
- Vegetated gardens
- Developed land, sealed surface
- Buildings
- Artificial unvegetated unsealed surface
- Bare ground
- Attenuation basins
- Rain gardens
- Purple moor grass and rush pasture
- Species-rich native hedgerow
- Native hedgerow
- Retained species-rich native retained w. trees
- Retained wet ditch
- Retained stream
- Retained lines of trees
- Retained trees
- New trees

ACD ENVIRONMENTAL

EASTLEIGH BOROUGH COUNCIL

scheme: Land at Kings Copse Avenue, Hedge End
client: Eastleigh Borough Council
drawing: Habitat Creation Plan
date: 06.10.2025
scale: A3
drawing no.: EBC24408_68
drawn: BP

[redacted]

3470127

APPENDIX 4 – HIGHWAY WORKS

Drawings 3743.03C (S278 Highway Works) and 3743.23 (Bridleway Improvement Works

N

39/0127

[redacted]

[redacted]

Works to existing bridleway and Havendale to be provided through separate Highways agreement

Bridleway Ref: 0250031/1

Works to existing bridleway and Havendale to be provided through separate Highways agreement

HAVENDALE

KINGS COPSE ROAD

KINGS COPSE AVENUE

Proposed 2m pedestrian footpath from proposed development to existing footpath

Section of link outside of existing adopted highway to be agreed as part of internal development scheme.

2.4 x 119m junction visibility splay to the right - Based on recorded southbound 85th%-ile approach speed of 44.18mph

2.4 x 119m junction visibility splay to the right to tangent - Based on recorded southbound 85th%-ile approach speed of 44.18mph

Proposed 3.5m wide pedestrian/cycle way (3m wide + 0.5m margin)

Proposed pedestrian/cycle crossing point and refuge island with associated carriageway widening

Proposed site access with 6m corner radii and 6m wide carriageway

See Inset A for Equestrian visibility splays at bridleway crossing

2.4 x 109m junction visibility splay to the left to tangent - Based on recorded northbound 85th%-ile approach speed of 41.83mph

2.4 x 109m junction visibility splay to the left to tangent - Based on recorded northbound 85th%-ile approach speed of 41.83mph

2.4x 109m cycle visibility splay to the right (to 300mm offset) - Based on recorded northbound 85th%-ile approach speed of 41.83mph

2.4 x 119m cycle visibility splay to the right to tangent - Based on recorded southbound 85th%-ile approach speed of 44.18mph

Proposed internal residential scheme

Proposed 3m wide footway/cycle link from internal scheme to Kings Copse Avenue

Existing bus shelter to be replaced/relocated to provide suitable adjacent footway width. Details to be agreed with HCC, EBC and Bauer Media.

Existing crossing retained

Proposed footway to tie into existing

Proposed 2m wide footway

Existing section of footway widened to 2m

Proposed 2m wide footway

3m wide footway crossover at revised Tainhouse Lane junction

Proposed 2m wide footway

2.4 x 119m vehicle visibility splay to the right to tangent - Based on DMRB 44.18mph road speed

TAINHOUSE LANE

Bridleway Ref: 0250031/1

3 x 51m equestrian visibility splay to the left. Departure from standards based on HCC TG3 and CD143. "Y" distances required for recorded 42mph 85th%-ile speed = 270m (85kph). Existing achievable visibility = 50m

3 x 90m equestrian visibility splay to the right. Departure from standards based on HCC TG3 and CD143. "Y" distances required for recorded 44mph 85th%-ile speed = 270m (85kph). Existing achievable visibility = 97m

3 x 192m equestrian visibility splay to the right. Departure from standards based on HCC TG3 and CD143. "Y" distances required for recorded 42mph 85th%-ile speed = 270m (85kph). Existing achievable visibility = 187m

3 x 163m equestrian visibility splay to the left - Departure from standards based on HCC TG3 and CD143. "Y" distances required for recorded 44mph 85th%-ile speed = 270m (85kph). Existing achievable visibility = 191m

INSET A - 1:500 - EQUESTRIAN VISIBILITY SPLAYS AT BRIDLEWAY CROSSING

KEY

- Publicly maintained Highway Boundary
- Route of existing Bridleway
- Area of S278 works
- Cycle visibility splay
- Vehicle visibility splay
- Equestrian visibility splay

NOTES

1. Do not scale from this drawing.
2. All errors, omission and discrepancies to be reported to the Engineer and Peter Evans Partnership Ltd immediately.
3. Topographic survey provided by Stefine, drawing ref. 6446C02C dated October 2023.
4. The topographic survey has been drawn about an Ordnance Survey grid.
5. All levels are in metres and relate to an Ordnance Survey derived from GPS.
6. All setting out details and proposed levels based on topographic survey co-ordinate system.
7. Contractor to verify location of existing services prior to commencement of any works.
8. Contractor to confirm location of services to isolate / divert / reconnect.
9. All electrical equipment removed by the contractor is to be disconnected and made safe by qualified personnel prior to removal and/or commencement of any works.
10. Contractor to carry out PAK testing for presence of Coal Tar on all bitumen areas within the construction area. Suitable remediation/removal and disposal measures to be undertaken be the contractor should the presence of Coal Tar be found.
11. All highway construction details to be in accordance with Hampshire County Councils Technical Guidance Notes and Highways England "Manual of Contract Documents for Highway Works" (MCHW). Classified roads shall be designed in accordance with CD series of Documents within DMRB
12. All covers within the highway (including private chambers) shall be in accordance with CD 534 and BS EN 124, stamped to indicate accreditation by BSI, LRQA or SQSY and all those within the carriageway shall be grade D400
13. All necessary steps shall be taken to provide temporary drainage outlets to prevent ponding of surface water on lower carriageway layers until the completion of the pavement and it's permanent drainage.
14. All road marking to be thermoplastic paint. Glass beads added to reflectorised markings, where required.
15. All road markings and signs to be in accordance with The Traffic Signs Regulations and General Directions 2016 and its subsequent amendments.
16. All signs, posts and foundations designed using SignPlot software. Foundation design based on PD 6547.
17. Contractor to verify spelling/consistency on all signs and road markings prior to painting/procurement. All errors/discrepancies to be reported to Peter Evans Partnership Ltd. immediately.
18. Layout of tactile paving to be in accordance with "Guidance on the Use of Tactile Paving" by the Department for Transport
19. Design details subject to approval by Hampshire County Council. Details may change.
20. All street lighting to be in accordance with Hampshire County Councils Technical Guidance Notes for street lighting.
21. For Site Location Plan see drawing no. 3743.01
22. For Existing Site Detail Plan see drawing no. 3743.02
23. For Overall Scheme Plan see drawing no. 3743.03
24. For Site Clearance Plan See drawing no. 3743.04
25. For Proposed General Arrangement see drawing no. 3743.05
26. For Proposed Levels and Setting Out Details see drawing no. 3743.06
27. For Proposed Drainage Plan see drawing no. 3743.07
28. For Proposed Surfacing Plan See drawing no. 3743.08
29. For Proposed Geometry Plan see drawing no. 3743.09
30. For Proposed Signs and Road Markings Plan see drawing no. 3743.10
31. For Location of Existing Services see drawing no. 3743.11
32. For Cross Sections see drawing no. 3743.12
33. For Longitudinal Sections see drawing no. 3743.13
34. For Typical Construction Details see drawing no. 3743.14
35. For Land Plan see drawing no. 3743.15
36. For Site Extent Plan see drawing no. 3743.16
37. For proposed lighting design see MWA drawing no. TBC

STAGE 4 DESIGN RISK ASSESSMENT FOR SITE ACCESS, CARRIAGEWAY WIDENING, CROSSING POINT AND NEW CYCLE LINK

CONSTRUCTION PHASE RISK ASSESSMENT

ACTIVITY	HAZARD	RISK ASSESSMENT H	M	L
Working Adjacent to Road	Working adjacent to traffic flow on Kings Copse Avenue. Traffic flow, proximity of temporary conditions, collision of lorries/vehicles, equipment/materials dropped from overhead, falls into traffic route, collisions between construction plant, highway traffic & pedestrians, noise, vibration, dust, vehicle fumes.	XH	>X	
Excavation and protection of existing services	Electrocution/disruption of services, to/from overhead cables, underground telecoms, underground drainage, septic, underground storm, overhead water main.	XH	>X	

A 16.05.25 LS Visibility splays and annotation revised.
B 02.09.25 LS Footway and crossover added.
C 18.11.25 LS Visibility updated

pep

Peter Evans Partnership

Transport Planning & Highway Consultants

Client
EASTLEIGH BOROUGH COUNCIL

Job
KINGS COPSE AVENUE, HEDGE END

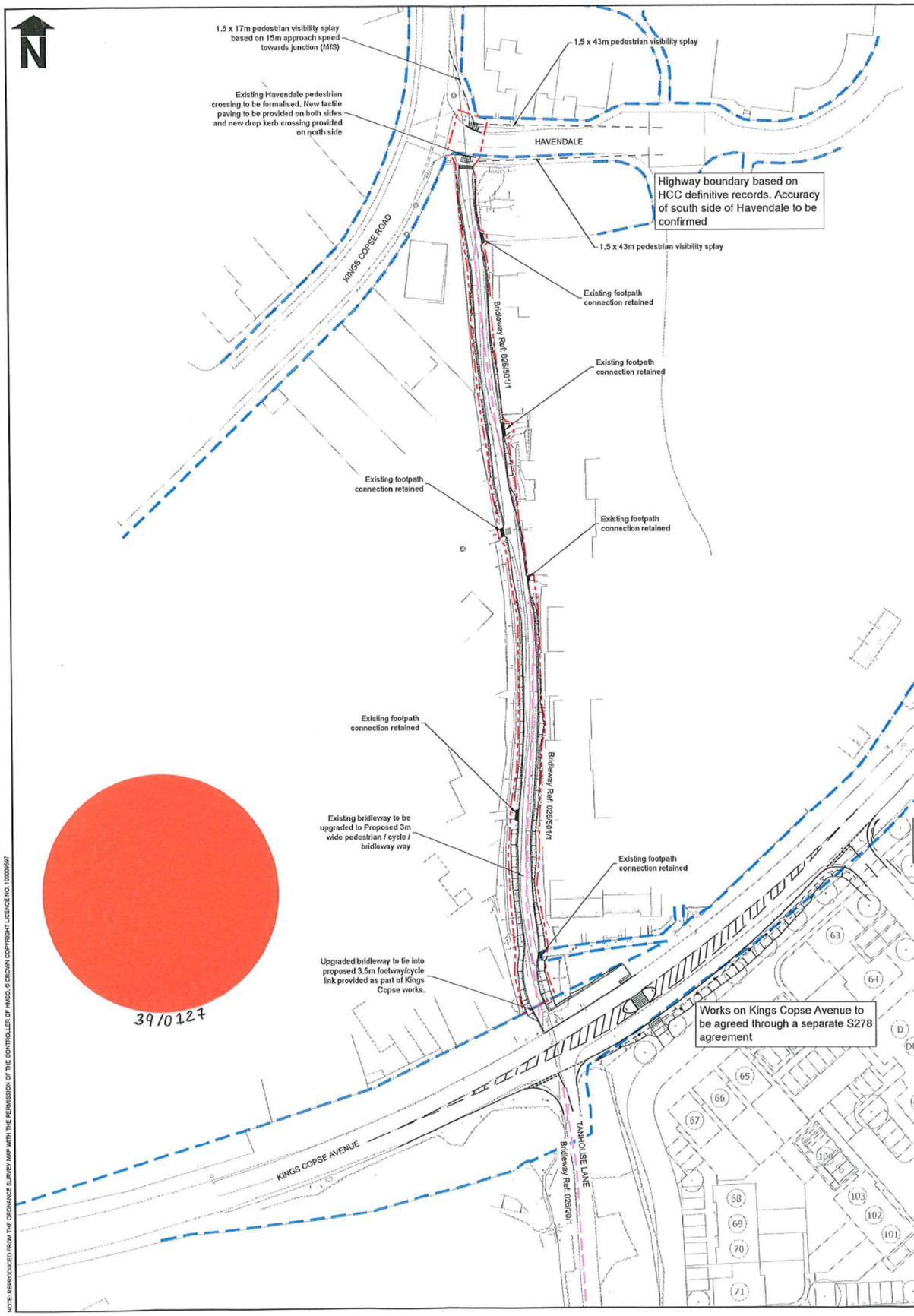
Drawing Title
S278 WORKS - OVERALL SCHEME PLAN

Scale @ A0	Date	Drawn by	Checked by
1:500	20.05.25	LS	MEC

Drawing Number 3743.03C

Issue Status FOR PRELIMINARY TECHNICAL APPROVAL

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KEY

- Publicly maintained Highway Boundary
- Route of existing Bridleway
- Area of works

NOTES

1. Do not scale from this drawing.
2. All errors, omission and discrepancies to be reported to the Engineer and Peter Evans Partnership Ltd immediately.
3. Topographic survey provided by Siteline, drawing ref. 644KC02C dated October 2023
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25. For Proposed General Arrangement see drawing no. 3743.24
26. For Proposed Levels and Setting Out Details see drawing no. 3743.25
27. For Proposed Surfacing Plan See drawing no. 3743.26
28. For Proposed Geometry Plan see drawing no. 3743.27
29. For Proposed Signs and Road Markings Plan see drawing no. 3743.28
30. For Location of Existing Services see drawing no. 3743.29
31. For Cross Sections see drawing no. 3743.30
32. For Longitudinal Sections see drawing no. 3743.31
33. For Typical Construction Details see drawing no. 3743.32
34. For Land Plan see drawing no. 3743.33
35. For Site Extent Plan see drawing no. 3743.34

STAGE 4 DESIGN RISK ASSESSMENT FOR BRIDLEWAY UPGRADE WORKS

CONSTRUCTION PHASE RISK ASSESSMENT

ACTIVITY	HAZARD	RISK ASSESSMENT H	M	L
Working Adjacent to Road	Working adjacent to traffic on Havendale and Kings Copse Road. Traffic management in temporary conditions. Intrusion of runaway vehicles, equipment/ materials dropped from overhead, falls into traffic route, collisions between construction plant, highway traffic & pedestrians, noise, vibration, dust, vehicle fumes.	X<	>X	
Excavation and protection of existing services	Electrocution/ disruption of services. Underground LV cables, underground telecoms, underground surface water sewer, underground storm water, underground gas.	X<	>X	
Bridleway construction	Trees adjacent to works. Risk of falling branches into works area and public highway	X<	>X	
Working near watercourse	Risk of drowning by of persons slipping or tripping into water; The risk of water contaminated by sewage or rats; Pollution of watercourses, drains, sewers etc. because of work activities	X<	>X	

[redacted]

pep

Peter Evans Partnership

Transport Planning & Highway Consultants

Client
EASTLEIGH BOROUGH COUNCIL

Job
KINGS COPSE AVENUE, HEDGE END

Drawing Title
BRIDLEWAY WORKS - OVERALL SCHEME PLAN

Scale @ A1	Date	Drawn by	Checked by
1:500	07.05.25	LS	MEC

Drawing Number	Issue Status
3743.23	FOR PRELIMINARY TECHNICAL APPROVAL

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39/0127