

DATED 1st October 2009

EASTLEIGH BOROUGH COUNCIL (1)

and

HAMPSHIRE COUNTY COUNCIL (2)

and

ATLANTIC HOUSING LIMITED (3)

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 at Velmore, Chandlers Ford

Eastleigh, Hampshire

A R Ward
Head of Legal & Democratic Services
Eastleigh Borough Council
Civic Offices
Leigh Road
Eastleigh
Hampshire SO50 9YN
MF/6/13/686-8562/Velmore

THIS AGREEMENT is made the *First* day of *October* 2009

BETWEEN:

- (1) EASTLEIGH BOROUGH COUNCIL of Civic Offices, Leigh Road, Eastleigh, Hampshire SO50 9YN ("the Council")
- (2) HAMPSHIRE COUNTY COUNCIL of The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")
- (3) ATLANTIC HOUSING LIMITED (Company Registration Number IP28183R) whose registered office is situate at Charlotte Yonge House, Tollgate, Chandler Ford, Eastleigh, Hampshire SO53 3YP ("the First Owner")
- (4) EASTLEIGH BOROUGH COUNCIL of Civic Offices, Leigh Road, Eastleigh, Hampshire SO50 9YN ("the Second Owner")

RECITALS

- 1 The Council and the County Council are the local planning authorities for the purposes of the Act (hereinafter defined) for the area within which the Site (hereinafter defined) is situate and as such are entitled to enforce the obligations hereinafter recited
- 2 The County Council is also the highway authority for Hampshire save for motorways and trunk roads
- 3 The First Owner is the registered proprietor of that part of the Site firstly described in Schedule One and registered at the Land Registry under title numbers HP516283, HP517188, HP517190, HP517191 and HP517192
- 4 The Second Owner is the registered proprietor of that part of the Site secondly described in Schedule One and registered at the Land Registry under title number HP651245
- 5 The First Owner intends to develop the Site in accordance with the Master Plan (hereinafter defined) referred to in Schedule Four to this Agreement

- 6 The First Owner has by written application numbered F/08/63182 and dated 27 June 2008 applied to the Council for Planning Permission for the Development (hereinafter defined) of the Site
- 7 The Council is desirous of granting planning permission for the Development of the Site subject to the conditions contained in the Planning Permission (hereinafter defined) and subject to the First Owner and the Second Owner entering into this Agreement

(Definitions)

- 1 In this Agreement in addition to the defined expressions herein referred to the following expressions shall have the following meanings:-

"Act"	means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004
"Affordable Housing"	means low cost housing for sale or rent including shared equity or shared ownership that is owned and managed by an RSL
"Affordable Housing Dwellings"	means those Dwellings to be provided for Affordable Housing in accordance with Schedule Seven hereto
"Chargee"	any mortgagee or chargee of the First Owner or the First Owner's successors in title where such successors in title are an RSL or any Group Company of the First Owner (including a receiver or administrative receiver appointed pursuant to the Law of Property Act 1925) who has exercised a power of sale pursuant to its mortgage or charge

"Commencement of Development"	means the carrying out of any Material Operation in connection with the Development and the expression "Commenced" and "Commences" shall be construed accordingly
"Community Infrastructure and Health Contribution"	means a contribution in the sum of six hundred and eighteen thousand eight hundred and sixty pounds (£618,860.00) to be used towards the Community Infrastructure and Health Projects within the Local Area and other associated costs as may be approved in writing by the Council to include (but not limited to) start up costs or community worker initiatives
"Community Infrastructure and Health Projects"	means projects to include the provision of community centres and other community buildings, sports clubhouses and pavilions, other recreational and sporting facilities, childrens and young persons play areas, libraries, life-long learning projects, museums, health facilities, art projects, extended schools initiatives, environmental improvements, footpaths, cycleways and recreational bridleways and any other infrastructure projects within the Local Area as may be approved in writing by the Council
"Cornwall Road Open Space Land"	means an area of land not less than 0.2 hectares for use as public open space and shown coloured yellow on the Master Plan
"Development"	means the development of the Site in the manner and for the purpose pursuant to the Planning Permission and subsequent planning permissions relating to the Site

"District Park/Playing Fields/
Off-Site Tree Planting Contribution"

means a contribution to be used within the Local Area in the sum of one hundred and seventeen thousand four hundred and forty pounds and sixty four pence (£117,440.64) to be used towards the cost of providing or improvement of a district park or other open space land as approved by the Council to enable children to play within 600 metres of their homes (straight line distance) or for the planting of Off-Site Trees in accordance with the Off-Site Tree Specification and Implementation Schedule

"Dwellings"

means those dwellings to be constructed on the Site by the carrying out of the Development including houses, flats, bungalows and maisonettes and the expression "Dwelling" shall be construed accordingly

"Feasibility Costs"

means the costs incurred by the First Owner in connection with the Community Infrastructure and Health Projects including (but not limited to) the costs of employing a project manager, on costs, office costs and overheads, consultancy and other professional fees up to a maximum sum of one hundred thousand pounds (£100,000.00)

"Group Company"

any company which is a member of the same group as the First Owner within the meaning of section 42 of the Landlord and Tenant Act 1954

"Local Area"

means the Velmore Estate or close proximity to the Velmore Estate the extent of which is shown on the Master Plan

"Master Plan"

means the Master Plan attached hereto and referred to in Schedule Four of this Agreement

"Material Operation"

means a material operation as defined in Section 56 of the Act save in respect of operations in connection with site clearance, site preparation, demolition, archaeological investigation and evaluation investigation for the purposes of assessing contamination and remedial action in respect of any contamination

"Occupation and Occupied"

means occupation or occupied by residents and not for the purposes of fitting out or show homes or Dwellings for marketing purposes and reference to "Occupy" shall be construed accordingly

"Off-Site Public Open Space Contribution"

means the sum of sixty three thousand and nine hundred and seventy three pounds and fifty one pence (£63,973.51) to be used towards the cost of enhancing public open space within the Local Area

"Off-Site Trees"

means the trees to be planted and maintained by the First Owner and the Second Owner in accordance with the Off-Site Tree Specification and Implementation Schedule

"Off-Site Tree Specification and Implementation Schedule"

means an agreed and costed planting specification indicating the position, size, numbers, planting density and species of trees (and including but not limited to a semi-mature oak tree) which shall be prepared by the First Owner and approved by the Council in respect of the Off-Site Trees. The scheme shall include details of phasing, timing and provision for the management and maintenance during the first 10 years of planting to include replacement of any trees that die or become damaged or diseased

	within the first 5 years of planting
"Open Space Commuted Sum"	means the sum of fourteen thousand and ninety two pounds (£14,092.00) plus a 7.5% supervision fee in the sum of one thousand and fifty six pounds and ninety pence (£1,056.90) towards the future maintenance of the Cornwall Road Open Space Land
"Plan 1"	means the plan numbered 1 annexed hereto as referred to in Schedule Ten in relation to highways works
"Planning Permission"	means the planning permission referred to in Schedule Three for the Development of the Site as described in Schedule Two
"Play Area"	means local area for play to be provided on the Cornwall Road Open Space Land
"Play Area Contribution"	means the sum of fifty thousand pounds (£50,000.00) for the equipping and laying out of the Play Area
"Play Area Maintenance Contribution"	means the sum of thirty thousand pounds (£30,000.00) to be used towards the cost of the annual maintenance of the Play Area
"Play Area Supervision Fee"	means the sum of two thousand two hundred and fifty pounds (£2,250.00) to be paid by the First Owner to the Council to cover the Council's costs in ensuring that the Open Space Land and Play Area are provided in accordance with a plan approved by the Council and for the future monitoring of the Cornwall Road Open Space Land and Play Area until the Council is of the

	opinion that they are agreed to be of an acceptable standard to be transferred to the Council or other nominated body or person
"Project Contributions"	means the Community Infrastructure and Health Contribution and the Public Art Contribution
"Public Art Contribution"	means the sum of fifty six thousand seven hundred pounds (£56,700.00) towards the provision of public art in the Development referred to in Schedule Nine hereof
"Public Art Statement"	means the public art statement annexed to this Agreement at Appendix 1 and marked "D"
"RSL"	means a social landlord registered with the Tenant Services Authority pursuant to the Housing Act 1996 or such subsequent legislation as amended from time to time
"Services"	means pipes, wires, sewers, drains, cables and other works including (if applicable) any underground on line storage facilities and other works
"Site"	means the land firstly and secondly described in Schedule One and shown edged red on the Master Plan
"Transport Obligations"	means the obligations set out in Schedule Ten
"Velmore Board"	means the Velmore Project Board to be set up to approve and manage the Project Contributions in respect of the projects put forward by the Velmore Steering Group in accordance with the Velmore Board Terms of Reference annexed to

this Agreement at Appendix 2 and marked 'A'

"Velmore Steering Group"

means the Velmore Steering Group to be set up to project manage the development of a new community and combined church facility for the residents of the Local Area in accordance with the Terms of Reference annexed to this Agreement at Appendix 3 and marked 'B'

"Velmore Structure Diagram"

means the Velmore Project Structure Flow Diagram referred to in the Velmore Steering Group Terms of Reference annexed to this Agreement at Appendix 4 and marked 'C'

"Westfield Crescent Open Space Land"

means the land coloured purple on the Master Plan

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 by the First Owner in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable as such by the Council and the County Council
- 3 The First Owner for itself and its successors in title hereby covenant with the Council and the County Council and both of them with the intent of binding the Site so that such covenant shall be enforceable against successors in title and any person claiming through or under them to observe its restrictions and to perform the obligations referred to in Schedules Five to Ten (inclusive)
- 4 The performance of the obligations by the First Owner aforesaid shall be subject to the provisos (if any) contained in Schedules Five to Ten (inclusive)

- 5 The Council and the County Council covenant with the First Owner and the Second Owner to observe and perform their respective obligations hereunder
- 6 The parties hereto hereby agree that where under the terms of this Agreement the consent or approval or confirmation of the Council or the County Council or their respective officers is required such consent or approval or confirmation shall not be unreasonably withheld or delayed and the parties hereto 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 (as the case may be) to make the relevant decision on an informed basis
- 7 This Agreement is a local Land Charge and will be registered as such by the Council
- 8 The First Owner shall pay the Council's reasonable legal costs and disbursements and the administration and monitoring fee of £1,400 and the County Council's reasonable legal costs and other costs respectively in the preparation completion and registration of this Agreement to be paid on completion of this Agreement
- 9 Save in respect of any provision herein requiring any disagreement or dispute between the parties to be referred to arbitration, if any dispute or difference shall arise between the First Owner the Council or the County Council then the following provisions shall apply:-
 - 9.1 The dispute or difference may on written notice by any party at any time and served on the other (hereinafter called the "Determination Notice") be referred to and determined by an independent person (hereinafter called 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;
 - 9.2 The Independent Person shall be appointed by agreement between the First Owner and the Council and/or the County Council (as the case may be) or (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

9.3 The Independent Person to be appointed under this Clause 9 shall act as an expert and the following provisions shall have effect:-

9.3.1 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);

9.3.2 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;

9.3.3 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;

9.3.4 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 if there is disagreement between the parties as to costs in such proportions as the Independent Person shall determine, or in the absence of such determination borne equally between such parties; and

9.3.5 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

10 It is agreed between the parties that the following indexation will apply:-

10.1 The Public Art Contribution referred to in Schedule Nine hereof is required to be index linked and in this respect the relevant payment shall be increased by the percentage by which the index of Retail Prices Index (excluding mortgages) maintained by the Department of Trade and Industry has increased from and including 1 November 2007 to the date that the relevant payment is paid

10.2 The following sums are required to be index linked and in this respect each relevant payment shall be increased by the percentage by which the index of Retail Prices Index

(excluding mortgages) maintained by the Department of Trade and Industry has increased from and including 1 January 2008 to the date that the relevant payment is made:-

- 10.2.1 Community Infrastructure and Health Contribution;
 - 10.2.2 District Park/Playing Fields/Off-Site Tree Planting Contribution;
 - 10.2.3 Off-Site Public Open Space Contribution;
 - 10.2.4 Open Space Commuted Sum;
 - 10.2.5 Play Area Contribution;
 - 10.2.6 Play Area Maintenance Contribution;
 - 10.2.7 Play Area Supervision Fee;
- 11 No person who is not a party to this Agreement has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Agreement
- 12 If the Planning Permission expires or is quashed or revoked or otherwise withdrawn before Commencement of Development this Agreement shall cease to have effect save for Clause 8 and the Council shall on such cessation immediately remove from the Council's Register of Land Charges any entry relating to this Agreement
- 13 In this Agreement the following shall apply:-
- 13.1 the masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa and references to persons include firms corporations and unincorporated associations;
 - 13.2 a reference to a statute refers to the statute as it applies at the date of this Agreement and any later amendment or re-enactment of it and any regulations or statutory instrument made under it;
 - 13.3 a reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement
- 14 The Second Owner hereby consents to entering into this Agreement and agrees and acknowledges that the Site will be bound by the obligations and restrictions contained in this Agreement in so far as that part of the Site is owned by the Second Owner

- 15 The First Owner and the County Council covenant with each other to comply with the Transport Obligations contained in Schedule Ten
- 16 The Council agrees to formally issue the Planning Permission within 10 working days from and including the date of this Agreement

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Schedule One – Description of Site

Schedule Two – Proposed Development

Schedule Three – Draft Planning Permission

Schedule Four – Master Plan

Schedule Five – Contributions

Schedule Six – Velmore Board / Velmore Steering Group / Project Contributions

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Appendix 1 – Public Art Statement

Appendix 2 – Velmore Board Terms of Reference

Appendix 3 – Velmore Steering Group Terms of Reference

Appendix 4 – Velmore Structure Diagram

SCHEDULE ONE
(Description of Site)

FIRSTLY the freehold land at 1-11 Kent Road (odds), Westfield Crescent, 2-24 (evens), 2-48 Cornwall Road (evens), 1-39 Surrey Road (odds), 29-35 Sussex Road (odds), 53-103 Belmont Road (odds), 1-15 Somerset Crescent (odds) and SECONDLY the Land to the rear of Velmore Chapel car park (known as Velmore Estate) in Hampshire all of which are shown for the purpose of identification only edged red on the Master Plan as the same is registered at the Land Registry with freehold title absolute under Title Numbers HP516283, HP517188, HP517190, HP517191, HP517192 and HP651245

SCHEDULE TWO
(Proposed Development)

Demolition of 100 bungalows and the construction of 189 residential units (bungalows houses and flats) with associated car parking, landscaping, bin and cycle storage and the provision of public open space

SCHEDULE THREE
(Draft Planning Permission)

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

DRAFT PLANNING PERMISSION



Awarded for excellence



2008-2009
Tackling Climate Change

Ken Scaddan Associates Ltd Ken Scaddan
35 Concept House
Kingston Crescent
North End
Portsmouth
PO2 8AA

Development Control

My ref F/08/63182

Your ref

Please ask for Louise Cutts

Direct dial 023 8068 8259

Hours of work Thurs 9-5, Fri 9-4.30

e-mail louise.cutts@eastleigh.gov.uk

06 May 2009

DRAFT

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

Application No. F/08/63182

In pursuance of their powers under the above Act and in accordance with your application received on 27 June 2008, with subsequent amendments dated

09/09/2008, 29/09/2008

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

Description: Demolition of 100 bungalows and construction of 189 residential units (bungalows, houses and flats) with associated car parking, landscaping, bin and cycle storage and provision of public open space.

Site: Land At: 1-11 Kent Road (Odds); 2-24 Westfield Crescent (Evens);, 2-48 Cornwall Road (Evens);, 1-39 Surrey Rd (Odds) & 29-35 Sussex Rd (Odds);, 53-103 Belmont Rd (Odds) & 1-15 Somerset, Crescent (Odds); Land To The Rear Of, Velmore Chapel Car Park; VELMORE, Estate, C/Ford, Eastleigh.,

Subject to due compliance with the following conditions:

- (1) The development hereby permitted must be begun within a period of three 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) Plans and particulars showing the proposals for all the following aspects of the development must be submitted to and approved in writing by the Local Planning

Authority before the development is commenced. The development must then accord with these approved details. Reason: In order that these matters may be considered by the Local Planning Authority.

- a. The colour and texture of facing and roofing materials.
 - b. Detail of rainwater goods.
 - c. Detail and location of meter boxes.
 - d. Colour and materials for fascia, soffits etc.
 - e. Balcony details.
 - f. The alignment, height and materials of all walls, fences and other means of enclosure.
 - g. The layout of foul sewers and surface water drains.
- (3) The screen walls and/or fences shown on the approved drawings must be constructed before the adjacent development is occupied and must be subsequently retained. Details of the materials and design to be used must be approved in writing by the Local Planning Authority before development commences. Reason: To enhance the appearance of the development and/or to provide privacy.
- (4) Detailed proposals for the disposal of foul and surface water shall be submitted to and approved in writing by the Local Planning Authority before the commencement of the development hereby permitted. The approved details shall be fully implemented before the building hereby approved is occupied. Reason: To ensure satisfactory provision of foul and surface water drainage.
- (5) Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995, the roofs of the dwellings proposed in Westfield Crescent must not be extended or altered without the prior written permission of the Local Planning Authority. Reason: To ensure adequate parking should extra accommodation be required.
- (6) Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 no buildings, enclosures or hard standings shall be erected to the front of the properties hereby permitted other than those shown on the plans the subject of this permission without the prior written permission of the Local Planning Authority. Reason: In order to maintain the open grassed verges in the interest of the satisfactory appearance of the development.
- (7) The areas defined on the approved plans for public open space, amenity land and play area(s) must be retained for those uses and shall not be incorporated into private garden land or other uses without the prior consent in writing of the Local Planning Authority. Reason: To ensure that these areas are not fragmented and remain to fulfill their original functions.

- (8) No trenches for services or drains shall be sited within the crown spread of any trees that are to be retained on site. Reason: To protect the health and stability of the trees to be retained on site.
- (9) The landscape scheme 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.
- (10) Developments shall not begin until a scheme of works to deal with dust from site has been submitted to and approved in writing by the local Planning Authority. This scheme must take into account the impact of site preparation and construction works on existing residential development. The agreed scheme shall then be implemented and retained to the satisfaction of the local Planning Authority. Reason: To protect the amenity of the occupiers of adjoining properties.
- (11) No construction or demolition work must take place except between the hours 0800 to 1800 Mondays to Fridays or 0800 to 1300 on Saturdays and not at all on Sundays or Bank Holidays. Reason: To protect the amenities of the occupiers of nearby dwellings.
- (12) Development shall not begin until a scheme of work detailing the measures to be taken to control vibration and noise from pile-driving operations has been submitted to and approved in writing by the Local Planning Authority. The approved scheme must then be fully implemented. Reason: To protect the amenity of occupiers of adjoining residential properties.
- (13) The existing dwellings must be demolished and all resultant materials removed from the site or recycled before development pursuant to this permission is commenced. Reason: The site is not suitable to accommodate both the existing and the proposed buildings.
- (14) No burning of materials obtained by site clearance or from any other source to take place on this site during the construction and fitting out process without the prior written consent of the Local Planning Authority. Reason: In the interests of amenity.
- (15) The development hereby permitted shall be implemented in accordance with the glazing scheme set out in "An Acoustic Assessment on the site in Belmont Road/Somerset Crescent, Velmore Estate, Chandler's Ford" prepared by Tom Brodowski and dated 7 August 2006, ref. R2467-1. The development hereby permitted shall not be occupied/brought into use until verification that the approved scheme required has been fully implemented unless varied with the written permission of the Local Planning Authority. Reason: To protect residents from noise.
- (16) Prior to commencement of development the applicant shall submit a scheme to protect rooms overlooking the motorway from noise and poor air quality. The scheme shall comprise a method of ventilation which can be used without opening windows and does not draw in polluted air from the motorway. The scheme shall be approved in writing by the Local Planning Authority. Reason: To protect residents from noise and air pollution.

(17) No work shall commence on site until the following has been submitted to, and approved in writing by the Local Planning Authority:

- (a) Desk Study documenting all the previous and existing land uses of the site and adjacent land in accordance with national guidance as set out in Contaminated Land Reports Nos. 1 and 2, and BS10175:2001 Investigation of potentially contaminated sites Code of Practice, and, unless otherwise agreed with the Local Planning Authority;
- (b) A site investigation report documenting the ground conditions of the site and incorporating chemical and gas analysis identified as appropriate by the desk study in accordance with BS10175:2001, and, unless otherwise agreed with the Local Planning Authority;
- (c) A detailed scheme for remedial works and measures to be undertaken to avoid the risk from contaminants and/or gases when the site is developed and proposals for future maintenance and monitoring. Such a scheme shall include nomination of a competent person to oversee the implementation of the works.

Reason: to minimise the risks of pollution and to ensure the site is satisfactorily de-contaminated.

(18) The development hereby permitted shall not be occupied/brought into use until there has been submitted to the local planning authority verification by the competent person approved under the provisions of the above condition that any remediation scheme required and approved under the provisions of the above condition has been implemented in full in accordance with the approved details (unless varied with the written permission of the local planning authority in advance of implementation). Unless agreed in writing with the local planning authority such verification shall comprise:-

- (a) built drawings of the implemented scheme
- (b) photographs of the remediation works in progress
- (c) certificates demonstrating that imported and /or material left in situ is free from contamination.

Thereafter the scheme shall be monitored and maintained in accordance with the approved scheme under the above condition.

Reason: to minimise the risks of pollution and to ensure the site is satisfactorily de-contaminated.

(19) The layout plan showing provision for a temporary car park within the site to accommodate operatives and construction vehicles during the construction and fitting-out period must be submitted to and approved in writing by the Local Planning Authority before development commences and shall indicate the eventual use of that area. The development must accord with these details. Reason: To avoid obstruction of the adjoining highway.

(20) Measures to be submitted to and approved in writing by the Local Planning Authority before development commences, 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.

- (21) Prior to the commencement of the development an existing highway condition survey shall be submitted to and approved in writing by the Local Planning Authority. This shall include a report detailing the current condition of roads and footways in the vicinity of the site, a photographic overview of road and footways, a list and photographic record of highway defects, and an estimate of sizes, types and levels of construction traffic expected to service the site during the construction period. Prior to first occupation of the development, a post-development highway condition survey shall be submitted to and approved in writing by the Local Planning Authority. This shall identify any damage to the highway and a list of repairs. The repairs shall be carried out in accordance with details and a timetable to be first Agreed in writing by the Local Planning Authority. Reason: To ensure that any damage to the highway during construction is rectified.
- (22) No development shall commence until the details of the highway works have been submitted to and approved in writing by the local planning authority, in consultation with the highway authority. No part of the development shall be occupied until the highway works have been completed in accordance with the approved plans and to the satisfaction of the local planning authority, in consultation with the highway authority unless otherwise agreed, in writing, by the Local Planning Authority in consultation with the highway authority. Reason: In the interests of highway safety.
- (23) Occupation of the 101st to the 189th (inclusive) dwellings must not take place until the Local Planning Authority is satisfied that the necessary infrastructure capacity is available to adequately service the development. This decision will be reached in consultation with Southern Water. Reason: To ensure adequate drainage for the dwellings provided over and above those replacing the existing 100 dwellings..
- (24) Construction of the development shall not commence until details of the proposed water infrastructure plans have been submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water.. Reason To ensure adequate infrastructure.
- (25) The developer must advise the Local Planning Authority (in consultation with Southern Water) of the measures which will be undertaken to protect/divert the public sewers, prior to the commencement of the development. Reason: To protect drainage apparatus.
- (26) The dwellings hereby permitted must be built to accord with sustainable construction principles (to be agreed in writing with the Local Planning Authority before development commences) and achieve a minimum of Code Level 3 of the Code for Sustainable Homes. Reason: In the interests of sustainability.
- (27) Walls at least 1.8 metres high of materials and design to be agreed in writing with the Local Planning Authority must be constructed on the eastern and southern boundary of the Kent Road site before the adjacent buildings hereby permitted are occupied and the walls must be subsequently retained. Reason: To enhance the appearance of the development and to provide privacy.

- (28) 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.

- (29) 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 on the land 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 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.

- (30) The access, including any footway crossing must be constructed in accordance with details to be approved 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 Hampshire County Council at Hampshire Highways, Eastleigh Civic Offices, Leigh Road, Eastleigh SO50 9YN.

Reason: To provide satisfactory access.

- (31) The development hereby permitted must not be brought into use until the areas shown on the approved plan for the parking of vehicles shall have been made available, surfaced and marked out, and the areas must be retained, including those areas marked out on the plan as being unallocated, in a condition to the satisfaction of the Local Planning Authority, and reserved for that purpose at all times.

Reason: In the interests of highway safety/amenity.

- (32) Development shall not begin until drainage details and programme, incorporating sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, have been submitted to and approved by Eastleigh Borough Council in consultation with the Environment Agency, and the scheme shall subsequently be implemented in accordance with the approved details and programme. The scheme shall include a maintenance programme and establish ownership of the drainage system. Reason: To prevent the increased risk of flooding, to improve water quality and to ensure future maintenance.

Note to Applicant: Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (33).

Note to Applicant: The applicant should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. Please contact Atkins Ltd, Anglo St James House, 39A Southgate Street, Winchester SO23 9ED (34), or www.southernwater.co.uk

Note to Applicant: A formal application for connection to the public water supply is required in order to service this development. To initiate a capacity check to identify the appropriate connection point for the development please contact Atkins Ltd, Anglo St James House, 39A Southgate Street, Winchester SO23 9ED (35), or www.southernwater.co.uk

Note to Applicant: It is considered that, subject to compliance with the conditions and any obligations attached to this permission, the proposed development is acceptable because it will not materially harm the character of the area, the amenity of neighbours or highway safety and will provide higher density affordable and market housing on a brownfield site in a sustainable location and it is in accordance with the policies and proposals of the development plan, as listed below, and after due regard to all other relevant material considerations the local planning authority is of the opinion that permission should be granted.

The following development plan policies are relevant to this decision and the conditions attached to it:

Eastleigh Borough Local Plan Review 2001-2011 [28.ES, 30.ES, 31.ES, 32.ES, 33.ES, 34.ES, 35.ES, 37.ES, 45.ES, 59.BE, 62.BE, 63.BE, 64.BE, 66.BE, 72.H, 73.H, 74.H, 100.T, 101.T, 104.T, 107.T, 145.OS, 147.OS, 165.TA, 190.IN, 191.IN]

Under the Town and Country Planning [Fees for Applications and Deemed Applications][Amendment][England] Regulation 2008, a fee is now required for Discharge of Condition Applications.

N.B. Conditions not fully discharged, invalidate the planning permission.

C.D. Peters
Head of Development Control

N.B. SEE ENCLOSED NOTES (PER)

SCHEDULE FOUR
(Master Plan)

The Master Plan dated 2 July 2009 attached hereto



- KEY
- Blue structure to larger than planned (indicated by blue lines)
 - Existing vehicle work to be retained
 - Existing open spaces to be retained
 - Traffic calming measures (indicated by blue lines)
 - Traffic calming measures (indicated by blue lines)
 - Unplanned areas
 - Existing bus routes
 - Development - Woodstock Centre
 - Cornwall Road Open Space
 - Westfield Crescent Open Space

MASTER PLAN

LOCATION PLAN
1:1250 SCALE

NEW MASTERPLAN
2nd July 2009
666-06L

SCHEDULE FIVE
(Contributions)

- 1 Within 3 months from and including the date of this Agreement the First Owner shall pay to the Council the following sums:-

1.1 the Off-Site Public Open Space Contribution;

1.2 the District Park/Playing Fields/Off-Site Tree Planting Contribution subject to the provisions of paragraph 3

all such sums to be index linked in accordance with the provisions of Clause 10.2

- 2 Within 3 months from and including the date of this Agreement the First Owner shall submit to the Council for the Council's written approval, the Off-Site Tree Specification and Implementation Schedule and thereafter the First Owner shall comply with the terms thereof

- 3 If the Off-Site Tree Specification and Implementation Schedule is approved by the Council in writing then the Council shall reimburse to the First Owner that part of the District Park/Playing Fields/Off-Site Tree Planting Contribution paid by the First Owner to the Council pursuant to paragraph 1.2 as is reduced commensurately in respect of the trees that will be supplied and planted by the First Owner in accordance with the Off-Site Tree Specification and Implementation Schedule

SCHEDULE SIX
(Velmore Board/Velmore Steering Group/Project Contributions)

- 1 As at the date of this Agreement:-
 - 1.1 The Council has set up the Velmore Board in accordance with the Terms of Reference attached to this Agreement
 - 1.2 The First Owner has set up the Velmore Steering Group in accordance with the Terms of Reference attached to this Agreement
- 2 If within 3 years of Commencement of Development the Community Infrastructure and Health Projects (as approved by the Velmore Board) have not be carried out to the Velmore Board's reasonable satisfaction then the First Owner shall pay to the Council the Project Contributions upon written demand less:-
 - 2.1 such sums that have already been expended by the First Owner in carrying out the Community Infrastructure and Health Projects; and
 - 2.2 the Feasibility Costs as approved by the Velmore Board (not to be unreasonably withheld)

such sum to be index linked in accordance with the Retail Prices Index (excluding mortgages) as referred to in clause 10.1 (indexation of the Public Art Contribution) and clause 10.2 (indexation of the Community Infrastructure and Health Contribution) of this Agreement
- 3 The First Owner agrees to use the Community Infrastructure and Health Contribution for the purposes described in the definition of that term herein contained and to be used and managed by the First Owner in accordance with the provisions set out in this Schedule Six
- 4 Unless directed by the Council the First Owner shall not apply the Project Contributions for any purpose other than as agreed by the Velmore Board and the Velmore Steering Group in consultation with and with the written approval of the Council

SCHEDULE SEVEN
(Affordable Housing)

The Development of the Site by the First Owner shall deliver the following:-

- 1 The First Owner hereby covenants with the Council that the replacement 100 Affordable Housing Dwellings in lieu of those demolished on the Site shall be a one for one replacement (for every Affordable Housing Dwelling demolished a new Affordable Housing Dwelling will be constructed on the Site or the relevant part of the Site) and will be used solely for the purpose of Affordable Housing and for no other purpose whatsoever
- 2 The provision of a minimum of 35% Affordable Housing Dwellings on the Site over and above the 100 Dwellings (approximately 32 Affordable Dwellings are to be constructed on the Site) and if the Development proceeds in phases to ensure that each phase has land provided for a minimum of 35% Affordable Housing Dwellings out of the total number of Dwellings constructed or to be constructed on the relevant phase
- 3 The provisions of this Schedule Seven shall cease to apply in respect of a Dwelling where:
 - 3.1 The tenant of that Dwelling has exercised a statutory right to buy (under the Housing Act 1985) or a statutory right to acquire (under the Housing Act 1996); and
 - 3.2 A Chargee is exercising its power of sale provided that the provisions of paragraph 4 below are first complied with by the Chargee and which such obligations shall run parallel with the Chargee's obligations in relation to the Affordable Housing under any housing legislation or act of parliament or statutory instrument from time to time in force
- 4 The Chargee shall prior to seeking to dispose of any Dwellings pursuant to any default under the terms of its mortgage or charge shall give not less than 6 months' prior written notice to the Council of its intention to dispose the Dwellings (the "Chargee's Notice") and:

- (a) in the event that the Council responds to the Chargee's Notice within 6 months from receipt of the same indicating the arrangements for the transfer of the Dwellings so as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer accordingly (and for the avoidance of doubt the provisions of paragraph 3.2 shall apply to the Chargee of such transferee) PROVIDED THAT the Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under its charge or mortgage
- (b) if the Council does not serve its response to the Chargee's Notice within 6 months from the date of receipt then the Chargee shall be entitled to dispose of the Dwellings free of the restrictions set out in this Schedule Seven
- (c) if the Council or any other person or authority cannot within 6 months of the date of receipt of the Chargee's Notice secure such transfer in accordance with paragraph 4(a) then provided that the Chargee shall have complied with its obligations under paragraph 4(a) the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Seven

SCHEDULE EIGHT
(Open Space Land)

- 1 Prior to Commencement of Development and thereafter the First Owner shall use all reasonable endeavours to obtain vacant possession of the whole of the Cornwall Road Open Space Land as soon as reasonably possible
- 2 The First Owner shall notify the Council's Head of Development Control in writing forthwith of the date that vacant possession of the Cornwall Road Open Space Land has been obtained
- 3 In the event that vacant possession of the Cornwall Road Open Space Land has not been obtained by 31 December 2012 then the First Owner shall forthwith pay to the Council the Open Space Commuted Sum subject to index linking in accordance with the provisions of clause 10.2 together with an additional sum of five hundred thousand pounds (£500,000.00) in lieu of the provision of the Cornwall Road Open Space Land
- 4 In the event that vacant possession of the whole of the Cornwall Road Open Space Land has been obtained by 31 December 2012 then the First Owner shall submit to the Council within 3 months from and including the date of obtaining vacant possession of the Cornwall Road Open Space Land, a specification detailing the layout, landscaping, maintenance and implementation for the Cornwall Road Open Space Land to include the cultivation, top-soiling, seeding and cutting, together with a timetable for implementation and a regime for the future maintenance and management of the Cornwall Road Open Space Land thereafter to be approved by the Council in writing (the "**Approved Specification**")
- 5 The First Owner shall lay out and maintain the Cornwall Road Open Space Land in accordance with the Approved Specification so that it shall be available for use by the public no later than 30 June 2013 or such earlier date as the Council notifies the First Owner in writing of satisfactory laying out and maintenance of the Cornwall Road Open Space Land
- 6 On satisfactory completion of the laying out of the Cornwall Road Open Space Land in accordance with the Approved Specification, the Cornwall Road Open Space Land shall be maintained by the First Owner to the reasonable satisfaction of the Council for a period of 12 months commencing on the date that completion of the layout is

confirmed by the Council to the First Owner in writing during which time (or as soon as is reasonably practical thereafter) defects properly identified by the Council shall be made good by the First Owner at the First Owner's cost

- 7 On satisfactory completion of the 12 months' maintenance period referred to above in paragraph 6 the Cornwall Road Open Space Land shall be transferred by the First Owner to the Council or such other body as the Council directs upon the following terms:-

- 7.1 in consideration for the sum of one pound (£1.00);
- 7.2 subject to a covenant in favour of the First Owner not to use the Cornwall Road Open Space Land otherwise than in accordance with the Open Spaces Act 1906;
- 7.3 with vacant possession;
- 7.4 for an estate in fee simple in possession;
- 7.5 with full title guarantee;
- 7.6 subject to the matters specified in the title of the Cornwall Road Open Space Land registered at the Land Registry under title number HP517191 as at the date of this Agreement (other than entries securing monies) and subject to the terms of this Agreement, so far as the same relate to and affect the Cornwall Road Open Space Land but otherwise free of any encumbrances;
- 7.7 with all necessary rights of access, drainage and Services;
- 7.8 subject to the First Owner paying the reasonable legal costs and disbursements incurred by the Council in connection with the transfer of the Cornwall Road Open Space Land

- 8 The First Owner shall use all reasonable endeavours to obtain vacant possession of the Westfield Crescent Open Space Land and shall immediately serve written notice upon the Council once vacant possession has been obtained. Within 3 months of the date of such notice the First Owner shall transfer the Westfield Crescent Open Space

Land to the Council in accordance with the provisions of this Schedule Eight paragraph 7 insofar as they apply to the Westfield Crescent Open Space Land

- 9 On completion of the transfer of the Cornwall Road Open Space Land, the First Owner shall pay to the Council the following sums:-

- 9.1.1 Open Space Commuted Sum;
- 9.1.2 Play Area Contribution;
- 9.1.3 Play Area Maintenance Contribution;
- 9.1.4 Play Area Supervision Fee

all such sums to be index linked in accordance with the provisions of clause 10.2

- 10 The Council agrees with the First Owner that it will consult with the First Owner in deciding the manner in which the Play Area will be equipped

SCHEDULE NINE

(Public Art)

- 1 The First Owner has prior to the date of this Agreement submitted to the Council the Public Art Statement which the Council has approved
- 2 The First Owner agrees with the Council to comply with its obligations set out in the Public Art Statement
- 3 The Council and the First Owner hereby agree that the cost to the First Owner in complying with the obligations in this Schedule Nine shall not exceed the amount of the Public Art Contribution and in this respect the First Owner will maintain and supply appropriate financial records and audit trails to the Council where expenditure (to be called "**the Additional Art Expenditure**") has been incurred beyond that which but for the obligations contained in this Schedule Nine would otherwise have been incurred in the Development and the First Owner will be required to certify that these costs have in fact been incurred by providing invoices, demands or such other evidence as the Council requires
- 4 If the Additional Art Expenditure incurred by the First Owner does not exceed the amount of the Public Art Contribution then the First Owner shall pay the difference between the actual amount spent and the sum of fifty six thousand seven hundred pounds (£56,700) to the Council upon demand to use for any purpose relating to art or analogous thereto
- 5 The First Owner shall ensure that the public art is provided as soon as is reasonably practicable but in any event within one year of the opening of the Community Infrastructure and Health Projects or as agreed in writing by the Council and in accordance with the Public Art Statement
- 6 The First Owner agrees to use the Public Art Contribution for the purposes described in the definition of that term herein contained and to be used and managed by the First Owner in accordance with the provisions set out in this Schedule Nine

SCHEDULE TEN
(Transport Obligations)

First Owner's Covenants

- 1 The First Owner for itself and its successors in title to the Site hereby covenants with the County Council as follows:

- (a)(i) That it will not Occupy nor permit Occupation of any Dwelling or use the Site for purposes pursuant to the Planning Permission until agreements under Section 278 of the Highways Act 1980 have been entered into in respect of (a) the provision of traffic calming features on Falkland Road Cox Row Westfield Crescent and Belmont Road; and (b) the highway works to be undertaken on the highways within the Site shown coloured brown on Plan 1 attached hereto
- (ii) That it will not Occupy or permit Occupation of more than 100 Dwellings until the works to be undertaken pursuant to the agreements referred to in paragraph 1(a) have been completed and a Certificate of Completion in respect thereof has been issued by the County Council's Director of Environment ('the Director')
- i) That it will not occupy or permit Occupation of more than 170 Dwellings until the works to be undertaken pursuant to the agreements referred to in paragraph 1(a)(i)(b) have been completed and a Certificate of Completion in respect thereof has been issued by the Director*
- b) To pay to the County Council:*
- (i) prior to Occupation of any Dwelling the sum of twenty thousand nine hundred and seventy three pounds (£20,973) as a contribution ("the Leigh Road Crossing Contribution") towards a crossing facility on Leigh Road such sum to be index linked by reference to the Smooth All-in Road Construction Tender Price Index (RCTPI) 1995 Series (or amendment or comparable replacement thereof) from 1 October 2008 until the date of payment
- CM LLP*

- (ii) on written demand the sum of one thousand five hundred pounds (£1,500) being the reasonable costs incurred by the County Council in advising on approval of the Travel Plan referred to in paragraph 1(c)(i) hereof and on written demand prior to Commencement of Development and at the beginning of the second, third, fourth and fifth anniversaries thereof the sum of three thousand pounds (£3,000) per annum (£15,000 in total) being the reasonable costs incurred by the County Council in monitoring the approved Full Travel Plan
- (c)
 - (i) That it will not Occupy or permit the Occupation of any Dwelling unless and until it has prepared a full travel plan (the "Full Travel Plan") in accordance with the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009" (or amendment replacement or variation thereof) and secured the written approval of the County Council to the Full Travel Plan
 - (ii) To implement and comply with the requirements and timetable of the approved Full Travel Plan and in particular not to Occupy or permit Occupation of a Dwelling unless and until any requirements of the approved Full Travel Plan that must be complied with prior to Occupation of that Dwelling have been complied with
 - (iii) Without prejudice to the approved Full Travel Plan the First Owner shall not Occupy nor permit Occupation of any Dwelling until it has appointed a travel plan co-ordinator for the whole of the Site to implement the approved Full Travel Plan and has notified the County Council in writing of such appointment

- (iv) That if it or its successors in title Occupy or permit the Occupation of any Dwelling comprised within the Development it or they will implement the approved Full Travel Plan relating to the Site or such part of the Site to be Occupied and shall use all reasonable endeavours to achieve the targets set therein
- (v) Prior to the Occupation of any Dwelling it shall pay to the County Council a cash deposit in the sum of ninety three thousand eight hundred and thirty three pounds (£93,833) ("the Travel Plan Secured Amount") which will be held by the County Council in a designated interest bearing account ("the Travel Plan Account") as security in respect of the Travel Plan obligations PROVIDED THAT the Travel Plan Secured Amount shall be reduced by forty five thousand and thirty three pounds (£45,033) at the end of the second anniversary of Occupation and the remaining forty eight thousand eight hundred pounds (£48,800) shall be released at the end of the fifth anniversary of Occupation PROVIDED THAT the obligations set out in the approved Full Travel Plan have been complied with
- (vi) In the first and second calendar year following Occupation it shall expend the amount of ninety three thousand eight hundred and eighty three pounds (£93,883) on such measures as are necessary to fully implement the obligations set out in the approved Full Travel Plan
- (vii) In the third, fourth and fifth calendar years following Occupation it shall expend the amount of forty eight thousand eight hundred pounds (£48,800) on such measures as are necessary to fully implement the obligations set out in the approved Full Travel Plan

(viii) If within five years of Occupation of any Dwelling in the reasonable opinion of the Director the First Owner fails to implement and/or comply with any and/or all of the agreed measures/targets as detailed within the approved Full Travel Plan the County Council may utilise the monies in the Travel Plan Account towards:-

- (i) works expected to remedy the failure to achieve the agreed measures/targets; and/or
- (ii) the cost of taking enforcement action to achieve the agreed measures/targets; and/or
- (iii) implementation of the agreed measures/targets; and/or
- (iv) such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the approved Full Travel Plan

and in the event that the County Council has utilised any monies in the Travel Plan Account the First Owner shall pay into the Travel Plan Account a sum or sums equivalent in value to the monies utilised by the County Council and for the avoidance of doubt the First Owner hereby consents to the County Council and its servants agents and licensees entering the Site to remedy any and/or all of the agreed measures/targets to achieve implementation of the approved Full Travel Plan

- (d) That it will notify the County Council in writing or procure that it is so notified of each of the following events within 7 days of such event occurring:-
- (i) Commencement of the Development
 - (ii) Occupation of any Dwelling comprised within the Development
 - (iii) Occupation of the 99th Dwelling comprised within the Development

County Council's Covenants

2 The County Council hereby covenants with the First Owner to;

(a) use the Leigh Road Crossing Contribution and any interest accrued thereon for the purpose(s) described in paragraph 1(b)(i) and to refund to the First Owner any portion of the Leigh Road Crossing Contribution remaining unspent or uncommitted by the letting of a contract on the fifth anniversary of its receipt by the County Council together with interest thereon at the rate from time to time prescribed under Section 32 of the Land Compensation Act 1961

(b) deposit the Travel Plan Secured Amount described in paragraph 1(c)(v) into an interest bearing account and to repay the sum of forty five thousand and thirty three pounds (£45,033) to the First Owner at the end of the second anniversary of Occupation and repay the remaining forty eight thousand pounds (£48,000) to the First Owner at the end of the fifth anniversary of Occupation, together with any interest accrued

3 It is further agreed by the parties that:

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

(b) Where any contribution required to be paid by the First Owner under the terms of this Schedule 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 demand by the County Council

(c) Where any contribution required to be paid by the First Owner under the terms of this Schedule is not paid in full on or before the date it is due to be paid ('the Trigger Date') there shall be added to such contribution an interest payment equal to compound interest on such original contribution plus indexation calculated at 4% above the National Westminster Bank base lending rate between the relevant Trigger Date and the date of actual payment

4 Arbitration

(a) Save for matters of construction (which shall be matters for the Court) in the event of any dispute arising between the parties hereto in respect of any matter contained in this Schedule including questions of value and any question of reasonableness the same shall be referred to an expert ("Expert") to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors and the Expert's decision shall be final and binding on the parties hereto and whose costs (including the re-imbursment of the costs of any other experts' fees) shall be at his discretion

(b) The Expert shall have at least ten years post qualification experience in the subject matter of the dispute

- (c) The Expert shall be appointed subject to an express requirement that he reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 36 working days from the date of his appointment to act
- (d) The Expert shall be required to give notice to each of the third parties inviting each of them to submit to him within such period as he shall reasonably determine within 10 working days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 5 working days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within 21 working days from receipt of any counter submissions or in the event that there are no counter submissions within 21 working days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties
- (e) It is hereby declared and agreed between the parties hereto that nothing in this paragraph 4 shall be taken to fetter the ability of the County Council to seek legal redress in respect of any breach of the obligations entered into by the First Owner in this Agreement.

Appendix 1
Public Art Statement



Atlantic Housing Public Art Statement – Velmore Redevelopment Summary

It is recommended that the public art contributions are used on-site to;

- Encourage the creation of a distinctive and unique identity the Velmore Estate which enhances the perception of that area both locally and further a field
- Engage with residents and surrounding communities, through the process of the public art's creation, increasing community spirit and ownership over the finished works
- Enhance the public realm, making it a safe, accessible and inviting place where people want to spend time

AHL do not have any particular art form or media in mind however it is anticipated that any art form be intrinsically linked to the proposal to develop a new community 'hub' in the heart of this community.

Since the most successful forms of art are those integrated with the design of the building or its landscape, the initial phase should identify opportunities for the integration of artists' work within or in the area surrounding the planned community hub building.

It is also anticipated that the public arts contributions and those of the Parks and Open spaces contributions be intrinsically linked, ensuring that a common theme links both the proposed new community facility with the surrounding area which serves to unite the community and create a sense of place for the community.

Commissioning the Work – *partnership between EBC and AHL*

In partnership with EBC Public Arts officer, it is our intention to agree a brief for an artist and jointly shortlist/interview and recruit a lead artist for this commission.

As an indication, the brief should include the following information:

- aims and objectives of the commission
- context, history of project, maps, drawings, special requirements etc.
- description of artist's role
- details of the project team and their roles and responsibilities (including specialist
- project management for the commission
- description of site and conditions (take into account accessibility, impact, safety and financial implications and, where possible, involve the artist in selecting the site, degree of community participation, who will manage the process etc
- timetable and phasing, including deadline, short-listing and interview date (if applicable)

Appendix 2

Velmore Board Terms of Reference

Eastleigh Borough Council (EBC) Velmore Board

Terms of Reference

These Terms of Reference were approved by the Eastleigh Local Area Committee (ELAC) on 30 March 2009.

Background

At the Eastleigh Local Area Committee on 1st October 2008, planning permission was granted subject to a legal agreement for the demolition of 100 elderly persons bungalows and the construction of 189 residential units (bungalows, houses and flats), with associated car parking, landscaping, bin and cycle storage and provision of public open space. Members agreed that Atlantic should hold the developers contributions and continue with the public consultation to enable expenditure of the contributions on site specific projects. The reason for this approach is because the Housing Association has a long-term interest in ensuring the success of the community. The projects coming forward from that consultation require approval from Eastleigh Local Area Committee through the EBC Velmore Board.

Function of the EBC Velmore Board

The EBC Velmore Board have responsibility for providing direction on the project from an EBC perspective. They approve significant spend against the overall budget, sign of project milestones and authorise major changes.

Role of the EBC Velmore Board

The role of the Board is to

- Provide final approval for the projects put forward by the Velmore Steering Group
- Ensure that the projects approved accord with planning legislation in terms of the use of developers contributions
- Ensure the project's scope aligns with the requirements of stakeholders at Eastleigh Borough Council
- Ensure effort and expenditure are appropriate to EBC expectations

- Address any issue that has major implications for the project
- Keep the project scope under control as emergent issues mean changes need to be considered
- Inform the governing body (ELAC) on project progress as required
- Take on responsibility for any corporate issues associated with the project

Role of the EBC Velmore Board Members

The role of individual members of the Board is to:

- Understand the strategic implications and outcomes of initiatives being pursued through project outputs
- Appreciate the significance of the project for EBC stakeholders and perhaps represent their interests
- Be an advocate for the project's outcomes
- Ensure the requirements of EBC stakeholders are met by the project's outputs
- Consider ideas and issues raised
- Review the progress of the project
- Check adherence of project activities to standards of best practice

Membership

The Board shall comprise of:

- Councillor Chris Thomas
- An Eastleigh South Ward Councillor (tbc)
- John Gasson (EBC Eastleigh Area Coordinator)
- Louise Cutts (EBC Development Control)
- Project Manager (tbc)

Decision Making Process

As major stages of the project come forward for implementation, the Project Manager will submit a report to the Board.

The Board will not meet on a pre-determined frequency but meetings will be arranged as required, when a milestone is reached, when there is to be a significant spend or when there is a significant change requested. Otherwise, the Board will direct the project 'by exception' and will therefore only meet should a major issue arise.

Appendix 3

Velmore Steering Group Terms of Reference

Terms of Reference

Velmore Steering Group

1. Objectives

The purpose of the Velmore Steering Group is to project manage the development of a new community and combined church facility for the residents of Velmore as part of the 106 agreement between Eastleigh Borough Council and Atlantic Housing Ltd.

The group will pursue the vision:

'To provide an enhanced multi use community facility that delivers services and activities through a partnership approach of local businesses, statutory and voluntary sector organisations. To develop an economically viable, vibrant and sustainable community facility where space can be provided for the community to meet and carry out community activities and local business and external organisations can provide services for local people'

The Steering Group will also have an overview of the Public Arts Project and the Velmore Transport Plan which will be managed by separate sub groups.

2 Phasing

The Steering Group will oversee the following phases:

Phase 1:

Recruitment of a Project Manager to deliver a feasibility study.

The feasibility study will need to demonstrate that the facility is financially sustainable in the long term and project costs are realistic and within the existing budget. It will also need to demonstrate that, long term, the project is able to enhance and invigorate community cohesion.

The Steering Group will agree the options and recommendations to be presented to EBC Velmore Board. – **see Velmore Structure Diagram**

Phase 2:

EBC Velmore Board will make a decision in response to the Phase 1 report.

Depending on the outcome this phase will either progress with the development and delivery of an enhanced community facility for

Velmore Estate or will explore alternative options to meet the S106 requirements.

3 Membership

The Velmore Steering Group will be made up of stakeholder representatives.

AHL, EBC and Velmore Chapel will be represented as the key stakeholders. These three key stakeholders will agree the remaining Steering Group members

Additional stakeholders representatives are likely to include:

- Primary Care Trust
- HCC Youth Service
- Aviaary Children Centre
- A representative from the local area.

The three key stakeholders will identify and recruit an independent Chairperson.

4 Procedure of meetings

All Steering Group members are expected to attend Steering Group meetings which will be set on a regular basis, in the first phase every month and thereafter usually every two months.

AHL through the Project Manager will provide an agenda and necessary papers for each Steering Group mtg. AHL will also take the minutes of all meetings.

Decisions will be reached by all attending members of the Steering Group attending meetings.

As far as possible, decisions should be reached by consensus. However, if necessary, decisions will be reached by a majority vote with the Chair having the casting vote.

The quorum for the Steering Group will be three members present which must include at least one member from AHL, Velmore Chapel and EBC.

AHL will keep a record of the meetings including decisions made and publish the proceedings in the form of minutes.

5 Accountable Body

AHL will act as the accountable body for the Steering Group and will employ the Project Manager, administer the Steering Group and any further staff engaged to fulfil the project objectives.

As the accountable body, AHL will ensure that the 106 funds are administered in accordance to the 106 agreement.

6 Accounting, Reporting And Finance

All Steering Group members will agree to monitor and evaluate the project in ways which meet the requirements of S106 agreement and which will also inform the development of their element of the project.

AHL, through the Project Manager, has responsibility for reporting to the EBC Velmore Board on the project's progress. The Project Manager will also attend EBC Velmore Board meetings to report on project milestones, and to obtain approval for significant spends and major change requests.

AHL, through the Project Manager have overall responsibility for the financial management of the project development and will provide the Steering Group with regular forecasts and reports.

AHL, through the Project Manager will regularly review the financial risk associated with the project and recommend action to the Steering Group

Stakeholders/Partners agree to be independently responsible for securing match funding for their parts of the project. The Project Manager will support and coordinate this work as necessary.

All Steering Group members agree to alert the Project Manager promptly to any circumstances that might threaten the financial stability of the project.

7 Confidentiality.

All Steering Group members are to be aware of the need for confidentiality when sensitive matters are discussed at the meetings.

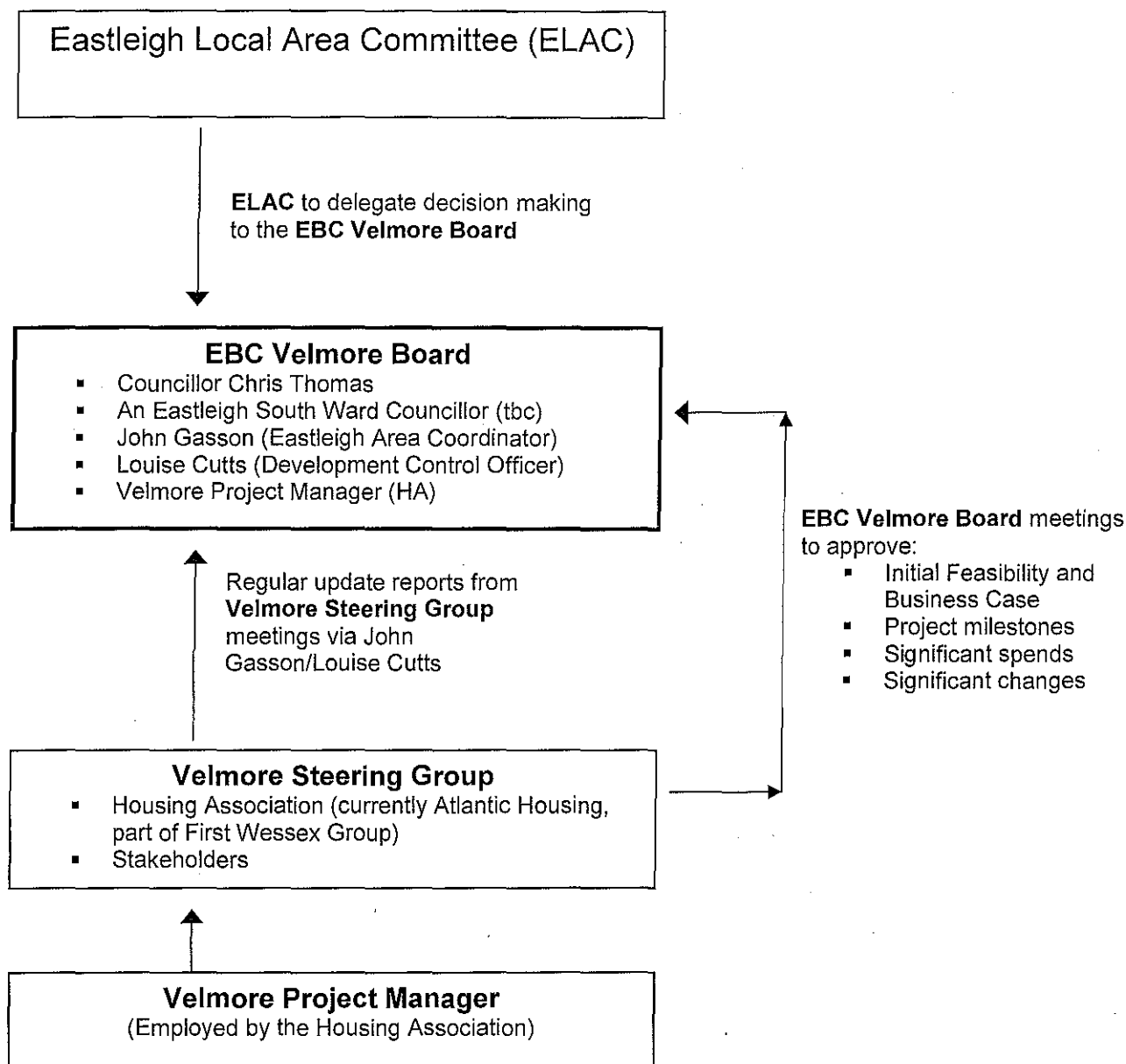
Documents containing confidential information are not to be shown or circulated outside of the Steering Group without the express permission of the Steering Group or author of the document.

8 Diversity.

All Steering Group members are to be aware that no discrimination is made against groups or individuals on the grounds of race, ethnicity, religious beliefs, age, disability or sexual orientation.

Appendix 4
Velmore Structure Diagram

Velmore Project Structure Flow Diagram



Notes:

- ELAC delegate responsibility for decision making to the **EBC Velmore Board** to ensure an efficient and timely approval process.
- The **EBC Velmore Board** will work under Terms of Reference to be agreed by ELAC.
- The project will be managed by the Housing Association using the traditional project management structure of **Velmore Steering group** and Project Manager.
- The **EBC Velmore Board** will only meet when necessary for approvals or to deal with any major issues.
- The **EBC Velmore Board** will receive regular written/verbal updates on the project via the EBC officers who will attend the **Velmore Steering Group**.
- The **EBC Velmore Board** will receive all papers from the **Velmore Steering Group**.

Appendix 5
Plan 1 (Highways Works)

DO NOT SCALE THIS DRAWING. PRINT, PLOT OR DISC.

NOTES

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT SPECIFICATIONS, CONDITIONS OF CONTRACT, DRAWINGS AND SPECIFICATIONS.
2. ANY DISCREPANCIES IN DIMENSIONS OR DETAILS SHOWN BETWEEN THESE DRAWINGS SHOULD BE DRAWN TO THE ATTENTION OF THE ARCHITECT AND/OR THE ENGINEER IN WRITING FOR CLARIFICATION.
3. ALL DIMENSIONS ARE IN MILLIMETRES. ALL LEVELS ARE IN METRES ABOVE SEA LEVEL UNLESS OTHERWISE STATED.
4. THIS DRAWING IS THE PROPERTY OF THE CONSULTANTS AND IT IS NOT TO BE REPRODUCED OR USED WITHOUT THEIR PERMISSION.

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PRELIMINARY

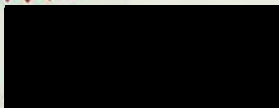
24 AUGUST 2009
This drawing is the property of the client.

DATE: 24 AUG 2009
BY: [Signature]

UPTON
MCCOUGAN
ARCHITECTS
100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 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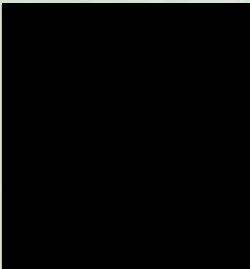
IN WITNESS whereof the parties have executed this Agreement as a deed and delivered it on the date first written above

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



.....
Head of Legal & Democratic Services

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



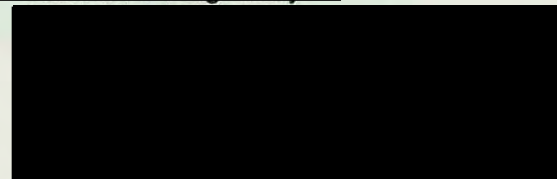
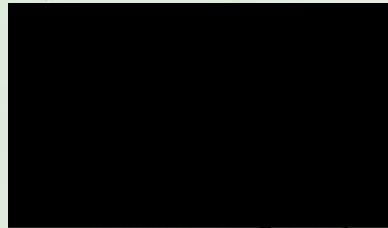
36/3778 .
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tory

EXECUTED as a DEED by affixing)
THE COMMON SEAL of ATLANTIC)
HOUSING LIMITED in the presence of:-)



971/09



Authorised Signatory