DATED 10 November 2025

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

and

COLTEN CARE LIMITED

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to land on the north east side of Providence Hill, Bursledon, Southampton

Head of Legal Services
Eastleigh Borough Council
Eastleigh House
Upper Market Street
EASTLEIGH
SO50 9YN
File ref 14468

THIS DEED is made on 10 November 2025

BETWEEN

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

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

(3) COLTEN CARE LIMITED incorporated and registered in England and Wales with company number 02218757 whose registered office is at Colten House, Forest Gate Business Park, Wellworthy Way, Ringwood, Hampshire, BH24 3FE ("the Owner")

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 is the Highway Authority for Hampshire

(4) The Owner has by written application numbered F/25/99169 and dated 09 April 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 parties hereto are satisfied that the agreement is to the benefit of the public and that the obligations contained herein are:

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

b.directly related to the development; and

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

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 Monitoring Contribution"	means the sum of fourteen thousand three hundred and sixty three pounds (£14,363.00) Index Linked in accordance with Clause 11 of this Deed to be paid to the Council towards the Council's costs of monitoring compliance as required by condition 36 of the Planning Permission and approved by the Council in accordance with Schedule Six of this Deed
"BNG Areas"	means the areas shown edged red on the plan annexed to the HMMP titled 'Baseline Habitats (BNG) (2025 App)' annexed hereto
"BNG Commencement Date"	means the date upon which the Habitat Creation and Enhancement Works have commenced

"Close Care Cottages"	means 3 x close care cottages (Use Class C3 Age Restricted) shown on drawing 6185-WLA-ZZ-XX-DR-A-0010 rev P attached to this agreement at Appendix 3
"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: - Enabling Works - 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 and the expressions "commenced", "commence", "commencing" and "commences" shall be construed accordingly

"Community Infrastructure Contribution"	means a contribution in the sum of three thousand and sixty pounds (£3060.00) Index Linked in accordance with Clause 11 of this Deed and to be used by the Council towards the improvement of Pilands Wood Community Centre
"Completion Certificate Standard"	means the completion of the Highway Works to the satisfaction of the County Council in accordance with the Highway Works Agreement as evidenced by the issue of a certificate of completion or part 2 certificate in accordance with the terms of the relevant Highway Works Agreement
"Council's Contribution Payments"	means the payments to be made by the Owner to the Council in respect of: (i) the Community Infrastructure Contribution; (ii) the New Forest Mitigation Contribution; (iii) the Off-Site Open Space and Play Contribution; (iv) the Public Art Contribution;

	(v) Solent Recreation Mitigation Partnership Contribution all Index Linked in accordance with clause 11 of this Deed, and (vi) the BNG Monitoring Contribution
"County Council Contribution Payments"	means the payments to be made by the Owner to the County Council in respect of: (i) the TRO Contribution; and (ii) the Sustainable Integrated Transport Contribution Index Linked in accordance with clause 11 of this Deed,
"Default Interest Rate"	means interest at four percent (4%) above the base lending rate of Barclays Bank Plc from time to time
"Development"	means the development described in Schedule Two
"Development Control Preparation Fee"	means the sum of £1,520 (one thousand five hundred and twenty pounds) payable to the County Council
"Enabling Works"	means: - works associated with the construction of a temporary access

to the Site including the replacement of an existing retaining wall which includes the temporary route (crushed concrete or similar on Teram) to access enabling works area and to include forming part of the access road up to base course to allow safe route to new access point

- Site clearance including demolition
- Site preparation including the installation of:
    - a site compound
    - welfare facilities
    - office
    - first aid point
    - tree protecting fencing

"Habitat Creation and Enhancement Works"	means the habitat creation and enhancement works set out in the HMMP (excluding any management or monitoring activities specified in the HMMP)
"Habitat Creation and Enhancement Works Completion Date"	means the date of completion of the Habitat Creation and Enhancement Works

"Highway Works"	means the highway works referred to in Schedule Five of this Deed for the provision of (i) the site access junction and (ii) a footway link from the site access onto the existing footway network on the A27 Providence Hill as shown in principle on drawing 197.0004-0001-P06 attached to this Deed at Appendix 4
"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 prior to Commencement of Development in respect of the carrying out of the Highway Works
"HMMP"	means the document titled 'BNG Habitat Management & Monitoring Plan' dated 3rd April 2025 as required by condition 36 of the Planning Permission and approved by the Council
"Index Linked"	increased in accordance with the following formula:

	Amount payable = the relevant payment specified in this Deed x (A/B) where: A is the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is received; and B is the figure for the Retail Prices Index (All Items) that applied on 1st April 2025
"Local Area"	means the area of Bursledon, Hamble and Hound
"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 12 month 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

"New Forest Mitigation Contribution"	means the sum of six thousand six hundred and sixty pounds (£6,660.00) Index Linked in accordance with clause 11 of this Deed and to be used towards mitigating the impact of the Development on the New Forest
"Occupation"	means occupation by residents of the Development and reference to "Occupy" and "Occupied" shall be construed accordingly
"Off-Site Open Space and Play Contribution"	means the sum one thousand six hundred and eight one pounds and five pence of (£1,681.05) Index Linked in accordance with Clause 11 of this Deed towards the installation of a 3G pitch on the Hamble Peninsula
"Owner"	means the Owner and/or Owners and their respective successors in title to the Site
"Planning Permission"	means planning permission for the development of the Site to be granted pursuant to the Application and given

	reference number F/25/99169 and being in the form a draft of which is annexed at Appendix 1 hereto
"Public Art"	means the provision of art for the public benefit in accordance with the adopted Public Art Strategy
"Public Art Contribution"	means the sum of fourteen thousand five hundred pounds (£14,500.00) Index Linked in accordance with Clause 11 of this Deed towards local public art projects aligned with the 'Vision for Public Art in Bursledon, Hamble and Hound', including a 'Community Kiosk' and 'Summer Festival'.
"Public Art Strategy"	means the Eastleigh Public Art Strategy 2023 - 2028
"Remedial Steps"	any remedial steps required to ensure compliance with the HMMP
"Section 106 Monitoring Contribution"	means the cost of the Council's Planning Obligations Administrator and Enforcement Officer for monitoring compliance with the terms of this Deed in the sum of three

	thousand three hundred pounds (£3,300)
"Section 106 Monitoring Fee"	means the sum of two thousand seven hundred and twenty pounds (£2720) 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 to this agreement at Appendix 2 and labelled 'Location and Block Plan' drawing 6185-WLA-ZZ-XX-DR-A-0005 rev B

"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 two thousand and eighty eight pounds £2,088.00) Index Linked in accordance with clause 11 to be paid by the Owners to the Council as a contribution to funding the work of the Solent Recreation Mitigation Partnership
"Sustainable Integrated Transport Contribution"	means a contribution to the County Council in the sum forty four thousand pounds (£44,000.00) Index Linked from and including 1st April 2025 and in accordance with clause 11 of this Deed in respect of

sustainable transport measures to be used towards:

- Cycle infrastructure improvements in the local vicinity, to include the continuation of the part implemented Providence Hill to River Hamble / Bursledon Rail Station cycle route;
- Pedestrian improvements in the local vicinity, to include additional pedestrian refuge islands and signalised crossing points should future pedestrian flows justify such measures;
- Bus service financial subsidisation for local route provision; and
- Bus infrastructure improvements, inclusive of Real Time Information screens, shelters, benches, bins, raised kerbs, and hardstanding extensions to reach the roadside.

"TRO Contribution" means a traffic regulation order ("TRO") contribution to be paid to the County Council in the sum of twelve thousand pounds (£12,000.00) Index

	Linked from and including 1st April 2025 in accordance with Clause 11 of this Deed to be used towards traffic management measures and signage alterations required on the local road network and/or towards the cost of implementing revised TROs in the vicinity of the Site including parking restrictions on the access junction to the Site.
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

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 their respective statutory functions.

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

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

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

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

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

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

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

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

1.16 References to the County Council's agreement, consent, approval or expression of satisfaction shall mean the written agreement, consent, approval or expression of satisfaction (as applicable) of the County Council pursuant to this Deed and such agreement, consent, approval or

expression of satisfaction shall be in addition to and not in substitution for any other permission that may be necessary

Statutory Provisions

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

3. The obligations by the Owner in this Deed are deemed to be planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority and the County Council as a local planning authority and the local highway authority.

Conditionality

4. With the exception of clauses 1, 2, 3, 4, 6, 7, 8,10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission

Successors in title

5. The Owner for themselves and their respective successors in title hereby covenant with the Council, and as a separate covenant with the County Council, with the intent of binding the Site so that such covenants shall be enforceable against successors in title and any person claiming through or under them to observe the restrictions and to perform the obligations contained in Schedule Three to Schedule Six inclusive other than SAVE FOR it is agreed that no obligations on the Owner shall attach to any successors in title to the Owner of any part or parts of the Site as comprise the Close Care Cottages forming part of the Site.

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 Property (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 as such by the Council

Section 73 permission

9. If a Section 73 Permission is granted by the Council in relation to the Development then with effect from the date that such permission is granted the definitions and the obligations in this Deed shall in addition to continuing to bind the Site in respect of the Planning Permission relate to and bind the Section 73 Permission and 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 and the County Council shall consider in light of all the circumstances); or

9.2. fetter the discretion of the Council and the County Council in determining:

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

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

Disputes

10. Save in respect of any provision requiring any disagreement or dispute between the parties to be referred to arbitration, if any dispute or difference shall arise between the parties then the following provisions shall apply

10.1. the dispute or difference may on written notice by any party at any time and served on the other parts (the "Determination Notice") be referred to and determined by an independent person (the "Independent Person") who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter

10.2. the Independent Person shall be appointed by agreement between the relevant parties (if within 10 Working Days after service of the Determination Notice they have been unable to agree) on the application of any relevant party by the President for the time being of the Law Society

or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf

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

10.3.1. the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties to the dispute or disagreement (save in the case of manifest error or fraud)

10.3.2. the Independent Person shall consider (inter alia) any written representations made on behalf of any party (if made reasonably promptly and subject to clause 10.3.3) but shall not be bound by them

10.3.3. the Independent Person shall be required to give notice to each of the parties requiring them to submit to him within ten working days of his appointment written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Independent Person may disregard any representations made out of time and the Independent Person's decision shall be given in writing within 21 Working Days from receipt of any counter submissions and supporting material with reasons

10.3.4. 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;

10.3.5. 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

10.3.6. this clause does not apply to disputes touching or concerning the construction or interpretation of this Deed which will be subject to the jurisdiction of the Courts

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

10.3.8. 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 Council's Contribution Payments will be Index Linked.

11.2. The County Council's Contribution Payments will be Index Linked.

11.3. Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or County Council as the case may be shall advise the Owner in writing.

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.

Waiver

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

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

Future permissions

16. Nothing in this agreement shall prohibit or limit the right to develop any part of the Property 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

17. The parties agree that:

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

17.2. 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.

17.3. All parties shall act reasonably in abiding by their respective covenants in this Deed.

17.4. No planning obligations contained in this Deed shall be binding or enforceable against any statutory undertaker whose apparatus may be situated within the Site or any other person who acquires any part of the Site or interest therein for the purpose of the supply or discharge of Services.

17.5. The obligations in this Deed (with the exception of clause 8 and clause 27 and clause 28) shall cease to have effect if before the Commencement of Development, the Planning Permission:-

(a) expires;

(b) is revoked; or

(c) is quashed following a successful legal challenge.

Third party rights

18. 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

19. 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 transferees full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation acquired by the transferee by reference to a plan.

20. The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

Cancellation of entries

21. 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 or County Council's reasonable and proper costs) the Council or County Council will issue a written confirmation of such performance or discharge.

22. 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 having first confirmed with the County Council where any of the obligations were owed to the County 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

23. 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).

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

Governing law

25. 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.

Covenants by the Council

26 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule Six.

Payment of costs and s106 Monitoring Fee

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

28 The Owner shall pay to the County Council on or before completion of this Deed:

28.1 the reasonable legal and professional costs including all disbursements of the County Council as a local planning authority and highway authority incurred in the negotiation preparation and execution of this Deed

28.2 the Development Control Preparation Fee

28.3 the Section 106 Monitoring Fee

Mortgagee Limitation of Liability

29 The parties acknowledge and declare that the Site shall be bound by the obligations contained in this deed and that the security of any legal charges over the Site from time to time shall take effect subject to this deed PROVIDED THAT a mortgagee shall otherwise have no liability under this deed unless it takes possession of the Site or any part thereof as mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

INDEX OF SCHEDULES

Schedule One	Description of Site
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 north east side of Providence Hill, Bursledon, Southampton 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 Numbers HP706138 and HP880315

SCHEDULE TWO

(Proposed Development of Site)

Construction of a 68-bed care home (Use Class C2) and 3 x close care cottages (Use Class C3 Age Restricted) with associated access, internal access roads, parking, landscaping and infrastructure.

SCHEDULE THREE

(Notification)

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

   1.1. Commencement of Development

   1.2. Completion of the Development

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

SCHEDULE FOUR

(The Contribution Payments)

1. 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's 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 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:

1.1.1 to enter into the Highways Works Agreement with the County Council prior to the Commencement of Development

1.1.2 not to Commence or permit Commencement of Development until the Owner has entered into the Highway Works Agreement with the County Council

1.1.3 prior to Occupation to undertake and complete the Highway Works to Completion Certificate Standard

1.1.4 not to Occupy or permit Occupation until the Owner has completed the Highway Works to Completion Certificate Standard

1.1.5 to carry out and complete the Highway 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:

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

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

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

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

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

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

2. The Council covenants to use the BNG Monitoring Contribution for no other purpose than the purpose of monitoring implementation and ongoing compliance of the HMMP on the BNG Areas and this Deed.

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 20 Working Days from receipt by the Owner 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.

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

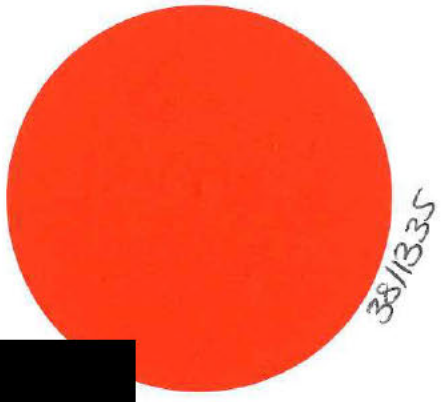
EXECUTED as a DEED by affixing)
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL in the)
presence of:)



[redacted]

Authorised Signatory

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



[redacted]

Authorised Signatory

EXECUTED as a Deed by
COLTEN CARE LIMITED acting by
director in the presence of

[redacted] .....

Witness Name [redacted] ...

Witness Signature ....

Address ....

) 21 WESTFIELD ROAD .....

) SOUTHAMPTON SO15 4HQ .....

Occupation) GRAPHIC DESIGNER .....

Appendix 1

Draft Permission

EASTLEIGH BOROUGH COUNCIL

Application	F/25/99169
Please ask for	Rebecca Altman
Direct dial	023 8068 8266
Working hours	Mon to Fri 8:30am to 5pm
Email	rebecca.altman@eastleigh.gov.uk

JEAN-MICKAEL HOPKINSON
SAVILLS
MOUNTBATTEN HOUSE
1 GROSVENOR SQUARE
SOUTHAMPTON
SO15 2BZ

DATE

Town and Country Planning Act 1990
The Town and Country Planning (Development Management Procedure) (England) Order 2015

Application No. F/25/99169

In pursuance of their powers under the above Act and in accordance with your application received on Wednesday 9 April 2025 the Council, as Local Planning Authority hereby **Not yet determined** the following
:

Description: Construction of a 68-bed care home (Use Class C2) and 3 x close care cottages (Use Class C3 Age Restricted) with associated access, internal access roads, parking, landscaping and infrastructure (revision to application ref. F/24/97312)

Site: Land adjoining 4 Brookfield, Providence Hill, Bursledon.,

1 Implementation timeframe
The development hereby permitted shall start no later than three years from the date of this decision.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

2 Approved plans
The development hereby permitted shall be implemented in accordance with the following plans numbered:

- 6185-WLA-ZZ-XX-DR-A-0005 B – Location and Block Plan
- 6185-WLA-ZZ-XX-DR-A-0010 P – Proposed Site Plan
- 6185-WLA-ZZ-XX-DR-A-0220 I – Elevations 1 – East and West
- 6185-WLA-ZZ-XX-DR-A-0221 I – Elevations 2 – North and South

- 6185-WLA-ZZ-XX-DR-A-0222 G – Elevations 3 – Courtyard elevations
- 6185-WLA-ZZ-00-DR-A-0112 M – Lower Ground Floor Plan
- 6185-WLA-ZZ-00-DR-A-0113 K – Ground Floor Plan
- 6185-WLA-ZZ-01-DR-A-0114 K – First Floor Plan
- 6185-WLA-ZZ-02-DR-A-0115 K – Second Floor Plan
- 6185-WLA-ZZ-XX-DR-A-0420 C - Elevations Cottages 1-3
- 6185-WLA-ZZ-XX-DR-A-0410 D – Floor Plans Cottagers 1-3
- 6185-WLA-ZZ-XX-DR-A-0050 G – Site Sections Sheet 1
- 6185-WLA-ZZ-XX-DR-A-0051 D – Sections Through Site Sheet 2
- 6185-WLA-ZZ-XX-DR-A-0017 B - Proposed Street Scenes
- PR124477-03B – Tree Protection Plan
- 2499-TF-XX-00-DR-L-1004 – Landscape – Lower Ground Floor
- 2499-TF-XX-00-DR-L-1005 – Landscape – Ground Floor
- 2499-TF-XX-00-DR-L-1006 – Landscape – First and Second Floor Terraces
- 197.5004-0002 P06 – Proposed Drainage Strategy Layout

Reason: For the avoidance of doubt and in the interests of proper planning.

3 Contaminated Land

No work shall commence on site until the following has been submitted to, and approved in writing by the LPA:
a) A report of a site investigation (including an amended site plan, site investigation and risk assessment and any subsequent mitigations as a result of findings) documenting the ground conditions of the site and incorporating chemical and gas analysis in accordance with UK Land contamination risk management (LCRM) national guidance, and BS10175:2011+A2:2017, and BS 8576:2013, BS 8485:2015+A1:2019, Claire RB17, CIRIA 2 C665 and as agreed with the LPA. This document should also include reference to the updated Preliminary Risk Assessment (WSP, April 2025).
b) A detailed site-specific 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 risk from land contamination for the safety of the future occupiers of the development, in accordance with Policy DM8 of the Eastleigh Borough Local Plan (2016-2036).

4 Contaminated Land Verification

The development hereby permitted shall not be occupied / brought into use until there has been submitted to the LPA verification by the competent person approved under the provisions of condition 3(b) that any remediation scheme required and approved under the provisions of condition 3(b) has been implemented fully in accordance with the approved details (unless varied with the written permission of the LPA in advance of implementation). Unless agreed in writing with the LPA such verification shall comply with UK Land contamination risk management (LCRM). Typically, such a report would comprise:
a) a description of the site and its background, and summary of relevant site information;
b) a description of the remediation objectives and remedial works carried out;

c) verification data, including - data (sample locations/analytical results, as-built drawings of the implemented scheme, photographs of the remediation work in progress, etc;
d) Certificates demonstrating that imported and/or material left in situ is free from contamination, confirmation of material removal, gas/vapour membranes have been installed correctly.
Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under condition 3(b).

Reason: To minimise the risk from land contamination for the safety of the future occupiers of the development, in accordance with Policy DM8 of the Eastleigh Borough Local Plan 2016-2036.

5 Construction Environmental Management Plan (CEMP)
No construction or site preparation works involving excavation shall start until a final Construction Environment Management Plan (CEMP) has been submitted to, and approved in writing by, the Local Planning 25 Authority. Preparation and construction work shall only take place in accordance with the approved CEMP which shall include:
a) the location of temporary site buildings, compounds, construction material and plant storage areas used during demolition and construction;
b) the arrangements for deliveries associated with all construction works, loading/ unloading of plant & materials and restoration of any damage to the highway including vehicle crossovers and grass verges.
c) the provisions for parking for site operatives and visitors, and retention of 3 parking spaces for use by 1-3 Brookfield for the duration of the construction period;
d) measures to control the emission of dust, dirt and airborne pollution generated by demolition and construction;
e) a scheme for controlling noise and vibration from demolition and construction activities (to include piling);
f) provision for storage, collection, and disposal of rubbish from the development during construction period;
g) measures to prevent mud and dust on the highway during demolition and construction;
h) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
i) temporary lighting;
j) protection of pedestrian routes during construction;
k) temporary surface water drainage provisions;
l) hours of working;
m) precautionary working methods for protected and invasive species as set out in the CEMP Ecology Input letter prepared by Ecosupport, dated 2 June 2025;
p) public relations procedures, including complaint management and community engagement, and arrangements for liaising with the Council's Pollution Control Team.

Reason: To limit the impact the development has on the amenity of the locality and to protect biodiversity, in accordance with Policies DM1, DM8 and DM11 of the Eastleigh Borough Local Plan 2016-2036.

6 Invasive species – Japanese Knotweed

No development shall take place until an updated survey during the optimal growing season for Japanese Knotweed has been undertaken and a method for eradication by a suitability accredited contractor has been submitted to and approved in writing by the Local Planning Authority. The eradication works shall thereafter be carried out in accordance with the approved details.

Reason: To prevent the spread of invasive species, in accordance with Policy DM11 of the Eastleigh Borough Local Plan (2016-2036).

7 Tree protection

The development hereby permitted must accord with the Arboricultural Impact Assessment and Method Statement ref. PR124477aia_amsB.
No excavation, demolition or development related works shall commence until the tree protection measures have been installed as per the tree protection plan reference PRI24477-03B. Once installed, no access by vehicles or placement of goods, chemicals, fuels, soil or other materials shall take place within the protected area. Tree protection measures shall be retained in their approved form for the duration of the work and may only be modified subject to written agreement from the LPA.

Reason - To retain and protect the existing trees which form an important part of the amenity of the locality, in accordance with Policy DM1 of the Eastleigh Borough Local Plan (2016-2036).

8 Arboricultural monitoring statement

No excavation, demolition or development related works shall take place on site until an arboricultural monitoring statement proposal, detailing supervision activity and inspections of tree protection measures, has been submitted and approved by the LPA. The approved arboricultural monitoring statement proposal must be adhered to in full, and may only be modified subject to written agreement from the LPA. This condition may only be fully discharged upon completion of the proposed development, subject to submission of monitoring reports.

Reason - To retain and protect the existing trees which form an important part of the amenity of the locality in accordance with Policy DM1 of the Eastleigh Borough Local Plan (2016-2036).

9 Access provision

No development (other than enabling groundworks and clearance required to create the access) shall start on site until the access, including the footway and/or verge crossing shall be constructed and lines of sight of 2.4 x 78.0m looking north-west and 2.4 x 79.0m looking south-east provided in accordance with the approved plans. The lines of sight splays shown on the approved plans shall be kept free of any obstruction exceeding 0.6m in height above the adjacent carriageway and shall be subsequently maintained so thereafter.

Reason: To provide satisfactory access and in the interest of highway safety, in accordance with Policy DM13 of the Eastleigh Borough Local Plan (2016-2036).

10 Materials

Prior to any development above foundation / slab level, full details including samples where requested, of the proposed external materials for the buildings and hard surfacing, shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure a high quality design in the interest of visual amenity, in accordance with Policy DM1 of the Eastleigh Borough Local Plan (2016-2036).

11 Drainage and maintenance

The surface water drainage system shall be implemented and thereafter maintained in accordance with the details set out in the Flood Risk Assessment & Drainage Strategy Rev. 4 (prepared by Paul Basham Associates, dated 16.04.2025), and as shown on the Proposed Drainage Strategy Layout Plan ref. 197.5004-0002 Rev. P06.

Reason: To ensure suitable drainage to prevent flood risk and pollution to watercourses, in accordance with Policy DM6 of the Eastleigh Borough Local Plan (2016-2036).

12 Landscaping

(a) No development above foundation / slab level shall take place until final versions of the Landscape Strategy and General Arrangement Plans, and detailed Planting Plans to 1:200 scale have been submitted to and approved in writing by the Local Planning Authority. The final Landscape Plans shall be in line with the principles shown on submitted Plans ref. 1001 Rev. P13, 1002 Rev. P08 and 1003 Rev. P12, and shall include:

- additional screen planting to the northern boundary;
- details of the proposed green roof;
- details of measures to protect drainage services.

(b) The approved landscaping and planting scheme shall be carried out in accordance with the details approved under part (a) of this condition and in accordance with the other approved Landscaping Plans listed in Condition 2, in the first planting season following occupation of the development, or completion of the development (whichever is sooner), unless alternative details are first submitted to and approved in writing by the Local Planning Authority;

(c) If, within a period of 10 years after planting, any tree or plant is removed, dies or becomes, in the opinion of the Local Planning Authority, seriously damaged, defective or diseased, another tree or plant of the same species and size as that originally approved shall be planted at the same place within the next planting season, unless the Local Planning Authority gives its written consent to any variation.

Reason: To achieve a high quality development and to support biodiversity in accordance with Policies DM1 and DM11 of the Eastleigh Borough Local Plan (2016-2036).

13 Landscape Management and Maintenance Plan
No development above foundation / slab level shall take place until a Landscape Management and Maintenance Plan has been submitted to and approved in writing by the Local Planning Authority. Landscape management and maintenance shall thereafter be carried out in accordance with the approved plan.

Reason: In the interest of biodiversity and visual amenity, in accordance with Policies DM1 and DM11 of the Eastleigh Borough Local Plan (2016-2036).

14 Boundary treatment
No development above foundation / slab level shall take place until full details of all boundary treatments and enclosures, to include details of all retaining walls and guardrails, have been submitted to and approved in writing by the Local Planning Authority. The boundary treatment shall thereafter be installed in accordance with the approved details.

Reason: In the interest of visual amenity in accordance with Policy DM1 of the Eastleigh Borough Local Plan (2016-2036).

15 Hard surfacing details
No development above foundation / slab level shall take place until full details of the materials to be used for the hard surfacing, including manufacturers details, have been submitted to and approved in writing by the Local Planning Authority. The hard surfacing shall thereafter be installed in accordance with the approved details.

Reason: In the interest of visual amenity in accordance with Policy DM1 of the Eastleigh Borough Local Plan (2016-2036).

16 Protected species mitigation
The development shall be carried out in strict accordance with the mitigation measures and precautionary working methods for protected species as set out in Section 7 of the Ecological Impact Assessment (Ecosupport Ltd, 2 June 2025), unless any amendments are first submitted to and agreed in writing by the Local Planning Authority.
Reason: To ensure that protected species are not harmed by the development, in accordance with Policy DM11 of the Eastleigh Borough Local Plan (2016-2036).

17 Biodiversity Enhancement Plan and Lighting
No works shall start on site until the following details have been submitted to and approved in writing by the Local Planning Authority:
a) A Biodiversity Enhancement Plan, showing the specific locations and recommendations for enhancement;
b) Details of any external lighting, which shall be designed to conform with the guidelines set out in Guidance Note 08/23 'Bats and Artificial Lighting at Night' (ILP, 2023), or any relevant update.
c) A copy of the lighting plan overlaid with the Biodiversity Enhancement Plan to demonstrate that biodiversity enhancement features such as bat boxes and foraging areas are not illuminated by more than 1 lux.
The biodiversity enhancements and external lighting shall be implemented / installed

and thereafter retained in accordance with the approved details.

Reason: To ensure suitable biodiversity enhancements and avoid lighting impacts on bats, in accordance with Policies DM1 and DM11 of the Eastleigh Borough Local Plan (2016-2036).

18 Works outside bird nesting season
Any vegetation clearance works must take place outside of bird nesting season (March to August inclusive), unless a nesting bird survey is carried out by a suitability qualified ecologist within 48 hours prior to works commencing. Any active nests must be protected from disturbance by a 5m buffer until after the young have fledged and left the nest.

Reason: To ensure nesting birds are not harmed by the development, in accordance with Policy DM11 of the Eastleigh Borough Local Plan (2016-2036).

19 Vehicle parking
Prior to first occupation of the development hereby permitted, the vehicle parking spaces shown on the approved plans shall be provided and retained thereafter for vehicle parking only. This shall include provision of three of the four parking spaces in parking area 4, as annotated on approved plan ref. 6185-WLA-ZZ-XX-DR-A-0010 Rev. P, to be made available for use by the residents of 1-3 Brookfield and thereafter retained for sole use by those residents.

Reason: To ensure adequate parking provision and to prevent displacement of parking onto surrounding roads in the interest of highway safety, in accordance with Policy DM13 of the Eastleigh Borough Local Plan (2016-2036).

20 Refuse and recycling
Prior to any development above foundation / slab level, full details of the refuse and recycling storage provision for the care home and dwellings, including location, design and security measures for any external enclosures, shall be submitted to and approved in writing by the Local Planning Authority. The facilities shall be provided in accordance with the approved details prior to occupation of the development and retained for refuse and recycling storage only.

Reason: In the interest of amenity, in accordance with Policies S1 and DM1 of the Eastleigh Borough Local Plan (2016-2036).

21 Cycle storage
Prior to any development above foundation / slab level, full details of cycle storage provision for the dwellings and care home staff, including the location, design and security measures for any external enclosures, shall be submitted to and approved in writing by the Local Planning Authority. The cycle storage facilities shall be provided in accordance with the approved details prior to occupation of the development and thereafter retained for cycle storage only.

Reason: To encourage the use of alternative means of transport to the private car, in accordance with Policies S1 and DM13 of the Eastleigh Borough Local Plan (2016-

2036).

22 Noise mitigation

Prior to any development above foundation / slab level, a Noise Assessment and a site specific scheme of acoustic measures shall be submitted to and approved in writing by the Local Planning Authority. The noise report shall demonstrate that the impact of noise from road traffic has been considered and shall include a scheme of mitigation measures for protecting the development from noise including a ventilation strategy. The noise report shall include a noise survey over a representative period. The development must thereafter be carried out in accordance with the approved details.

Reason: To protect the amenity of the future occupiers, in accordance with Policies DM1 and DM8 of the Eastleigh Borough Local Plan (2016-2036).

23 Noise test

Prior to occupation of the development hereby approved, a pre-occupation noise test shall be carried out and the results submitted to and approved in writing by the Local Planning Authority. This shall demonstrate that internal and external noise levels for the proposed site comply with the noise criteria set out in BS 8233:2014 and the WHO Guidelines.

Reason: Reason: To protect the amenity of the future occupiers, in accordance with Policies DM1 and DM8 of the Eastleigh Borough Local Plan (2016-2036).

24 Plant noise

a) Prior to installation of any external plant, mechanical ventilation and flues, an assessment to demonstrate that the design can achieve the standard set out in part (b) of this condition shall be carried out for three separate periods of interest: 07:00 hours to 18:00 hours; 18:00 hours to 23:00 hours and 23:00 hours to 07:00 hour, and submitted to the Local Planning Authority for approval.

b) The combined sound from all external plant, mechanical ventilation and flues shall be designed to achieve a rating level (LAr,Tr) below the measured background noise (LA90) as measured one metre from the nearest affected window of the nearest affected residential property, as defined in British Standard BS 4142: 2014 +A1:2019 'Methods for rating and assessing industrial and commercial sound'.

c) The external plant and flues shall be constructed in accordance with the approved details prior to occupation of the development and retained as such for the lifetime of the development, unless otherwise agreed in writing with the local planning authority.

Reason: To protect the amenity of future residents and neighbouring residents in accordance with Policies DM1 and DM8 of the Eastleigh Borough Local Plan (2016-2036).

25 Terrace privacy screens

Prior to occupation of the care home, the 2m high frosted glazed privacy screen to the second floor roof terrace, as shown on Plan ref. 6185-WLA-ZZ-02-DR-A-0115 Rev. K, shall be installed and shall thereafter be retained.

Reason: To minimise the impact of overlooking from the terraces towards residential properties to the north, in accordance with Policy DM1 of the Eastleigh Borough Local Plan (2016-2036).

26 Solar panel details

Prior to installation of any solar panels to the roof of the care home, full details including the number of panels, proposed location and manufacturers specification, shall be submitted to and approved in writing by the Local Planning Authority. The solar panels shall thereafter be installed in accordance with the approved details.

Reason: In the interest of visual amenity, in accordance with Policy DM1 of the Eastleigh Borough Local Plan (2016-2036).

27 Occupancy age restriction – dwellings

The three dwellings hereby permitted shall be occupied only by persons of 55 years or older; or

- Persons living as part of a single household with such person or persons; or
- Persons who were living as part of a single household with such person or persons who have since died.

Reason: To ensure that the dwellings remain an integral part of the care community, to contribute towards the needs for specialist accommodation for older persons, in accordance with Policy DM25 of the Eastleigh Borough Local Plan (2016-2036).

28 Guest bedroom occupancy

The guest bedroom shown on the second floor of the care home, as per Plan ref. 6185-WLA-ZZ-02-DR-A-0115 Rev. K, shall only be occupied by visitors to residents at the care home and at no time shall be occupied as a permanent residents bedroom.

Reason: To ensure that the number of rooms does not increase from that assessed as acceptable in relation to amenity considerations and traffic impacts in accordance with Policies DM1 and DM13 of the Eastleigh Borough Local Plan (2016-2036).

29 Travel Plan implementation and monitoring

Measures to encourage sustainable travel shall be implemented and monitored in accordance with the details set out in the Travel Plan prepared by Paul Basham Associates, dated April 2025 (ref. 197.0004/RATP/2 Rev. 2). This shall include submission of monitoring reports to the Local Planning Authority following the opening of the care home and at the end of years 1 and 3, as per the approach set out in Section 7 of the Travel Plan.

Reason: To encourage the use of alternative means of transport to the private car, in accordance with Policy DM13 of the Eastleigh Borough Local Plan (2016-2036).

30 Accessibility standards

Prior to the occupation of the three dwellings hereby approved, evidence that the dwellings comply with Part M4(2) standard (Accessible and adaptable dwellings) of the building regulations for new build residential development (or future equivalent), shall

be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with the approved details.

Reason: To ensure the development meets higher national access standards in accordance with policy DM29 of the Eastleigh Borough Local Plan 2016-2036.

31 Water consumption

Prior to the occupation of the three dwellings hereby approved, supporting information to confirm the predicted mains water consumption will achieve a maximum level of 110 litres/person/day shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with the approved details.

Reason: To support a comprehensive approach to high quality design across the site and to achieve water efficiency in accordance with Policy DM2 of the Eastleigh Borough Local Plan (2016-2036).

32 BREEAM

Within 3 months following occupation of the care home building, a report demonstrating how the development meets the relevant BREEAM requirements including a New Construction Post Construction certificate at 'Excellent' standard, shall be submitted to and approved in writing by the local Planning Authority.

Reason: To ensure that the development meets required sustainability standards in accordance with Policy DM2 of the Eastleigh Borough Local Plan (2016-2036).

33 Kitchen extraction details

No development above foundation / slab level shall take place until details of the proposed ventilation system for the extraction and dispersal of cooking odours/fumes from the kitchen have been submitted to and approved in writing by the Local Planning Authority. The system must include:

- Construction method, odour control measures, noise level and aesthetic considerations;
- Flues that either:

a) terminate at least 1m above the ridge height of any nearby building with no obstruction to upward air movement, or
b) incorporates odour control measures (e.g. activated carbon filters or electrostatic precipitation).

The approved system must be installed prior to occupation of the development and retained thereafter.

Reason: To ensure appropriate odour control to safeguard the amenities of neighbouring properties in accordance with Policies DM1 and DM8 of the Eastleigh Borough Local Plan (2016-2036).

34 Electric vehicle charging

The development shall not be occupied until electric vehicle (EV) charging infrastructure has been installed in accordance with details that have first been

submitted to and approved in writing by the Local Planning Authority. Details must include:

- Total number, type, location and operation of EV charging points;
- Passive provision for future EV charging;
- A timeline for installation and maintenance.

Reason: To promote sustainable travel to reduce air pollution in the Hamble Air Quality Management Area and support climate change mitigation, in accordance with Policies DM3 and DM8 of the Eastleigh Borough Local Plan (2016-2036).

35 Nitrate mitigation

The development hereby permitted shall not be occupied until a mitigation package addressing the additional nutrient inputs arising from the development has been submitted to, and approved in writing by, the Local Planning Authority. Such a mitigation package shall address all of the additional nutrient loading upon protected European sites from the development and shall allow the Local Planning Authority to ascertain on the basis of the best available scientific evidence that such additional nutrient loading will not have an adverse effect on the integrity of those European Sites, having regard to the conservation objectives for they are designated. The mitigation package shall be implemented in full and evidence of this provided to the Local Planning Authority in writing prior to first occupation of the development.

Reason: To mitigate the nitrates impacts arising from the development upon the European protected Solent Complex in accordance with the requirements of the Conservation of Habitats and Species Regulations 2017 and Policy DM11 of the Eastleigh Borough Local Plan (2016 – 2036).

Note to applicant: Given the nature of the proposed development, it is possible that a crane may be required during its construction. Please note the requirement within the British Standard Code of Best 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.

Note to applicant: Southern Water requires a formal application for connection to the public sewer and water supply. This can be made by visiting Southern Water's Get Connected Service: Home

Note to applicant: The applicant is reminded that, under the Conservation of Habitats and Species Regulations 2017 (as amended) and the Wildlife and Countryside Act 1981 (as amended), it is an offence to (amongst other things): deliberately capture, disturb, injure, or kill great crested newts; damage or destroy a breeding or resting place; intentionally or recklessly obstruct access to a resting or sheltering place. Planning permission for a development does not provide a defence against prosecution under this legislation. Should great crested newts be found at any stage of the development works, then all works should cease, and a professional and/or suitably qualified and experienced ecologist (or Natural England) should be contacted for advice on any special precautions before continuing, including the need for a licence.

Note to applicant: The access works will require a separate S278 Legal Agreement to be entered into. Details can be found via the following link: Section 278 agreement | Transport and roads | Hampshire County Council

40 **Conditions to comply with the Environment Act (2021)**

BNG management and monitoring
On-site habitat shall be created, managed and monitored in accordance with the details set out in the BNG Monitoring & Management Plan (Ecosupport Ltd, 3 April 2025), unless any amendments are first submitted to and agreed in writing by the Local Planning Authority. This shall include monitoring of habitats for a 30 year period, with monitoring reports submitted to the Local Planning Authority for approval in years 2, 3, 5, 10, 15, 20, 25 and 30.

Reason: To ensure delivery of at least 10% biodiversity net gain as required by the Environment Act (2021) and to comply with policy DM11 of the Eastleigh Borough Local Plan (2016-2036).

41 BNG verification
Notice in writing shall be given to the Local Planning Authority when the:
a) Habitat creation and enhancement works as set out in the BNG Monitoring & Management Plan (Ecosupport Ltd, 3 April 2025), have commenced, and;
b) Habitat creation and enhancement works as set out in the BNG Monitoring & Management Plan (Ecosupport Ltd, 3 April 2025), have been completed.

Reason: To ensure delivery of at least 10% biodiversity net gain as required by the Environment Act (2021) and to comply with policy DM11 of the Eastleigh Borough Local Plan (2016-2036).

Note to applicant: This permission is subject to a S106 Agreement dated XX.

Yours faithfully

[redacted]

Nicholas Parker
Planning Manager

N.B. See Attached Notes

Appendix 2

Drawing number 6185-WLA-ZZ-XX-DR-A-0005 rev B

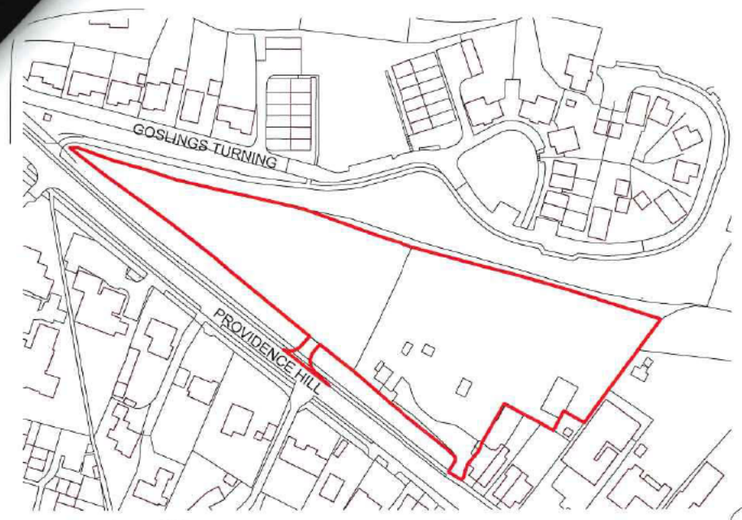
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REVISION NOTES

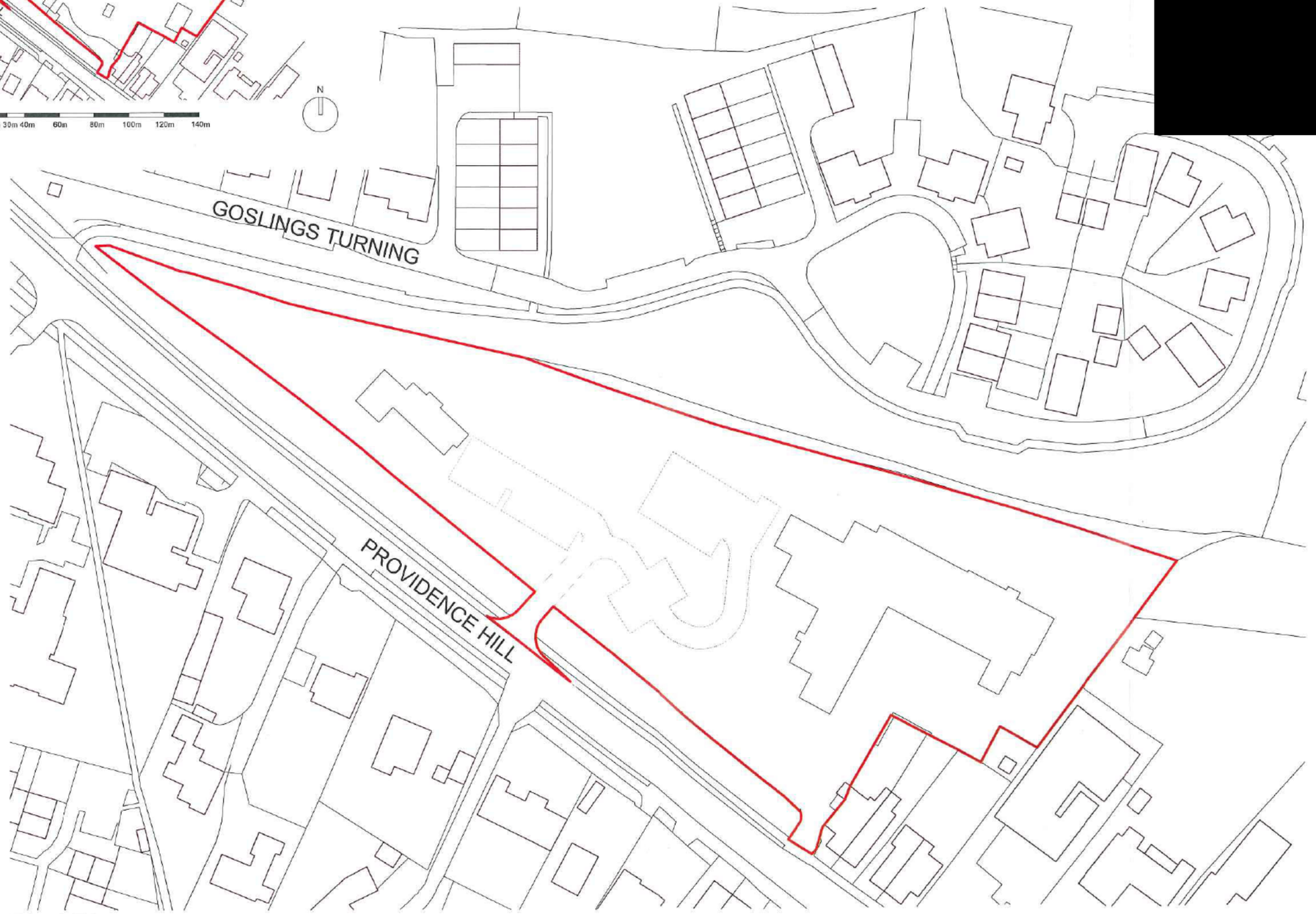
Rev	Date	Description	Drw	Chk
A	19/04/2024	Red Line amended to include Highways changes	LS	LS
B	28/03/2025	Updated to revised design	LS	LS

[redacted]



1 **Location Plan**
1 : 1250

0m 10m 20m 30m 40m 60m 80m 100m 120m 140m
1:1250



2 **Block Plan**
1 : 500

0m 10m 20m 30m 40m 50m
1:500

WLA.

WLAWilliamsLester.

1 Star Lane, Ringwood, BH24 1AL
www.williamslester.com 01425 485254 mail@williamslester.com

Client

Project
Providence Hill
Bursledon

Title
Location and Block Plan

Scale A1 @ As indicated

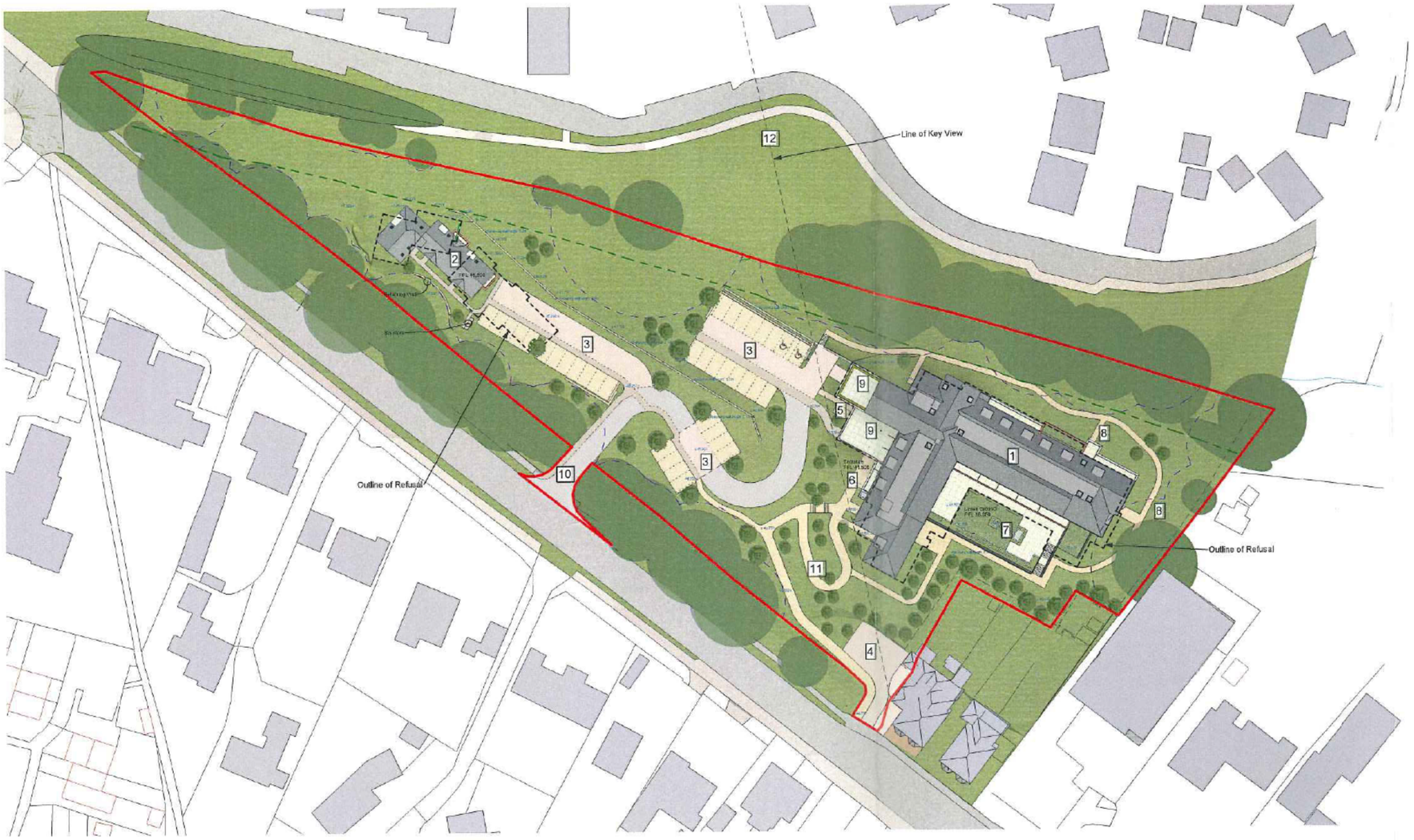
Revision **B** Drawing Status **Spatial Coordination**
Suitability Suitability Description

Drawing No.
6185-WLA-ZZ-XX-DR-A-0005

Plot date: 28/03/2025 14:27:20 Autodesk Docs://6185 Providence Hill/6185-WLA-ZZ-XX-M3-A Site Model R22.rvt

Appendix 3

Drawing number 6185-WLA-ZZ-XX-DR-A-0010 Rev P



REVISION NOTES

Rev	Date	Description	Drw	Chk
A	06/03/2024	Initial Issue for comment	HJ	LS
B	12/03/2024	Parking amended	HJ	LS
C	22/03/2024	For coordination	HJ	LS
D	26/03/2024	For Coordination	LS	LS
E	27/03/2024	For coordination	LS	LS
F	15/04/2024	Red Line amended to include Highways changes	LS	LS
G	18/04/2024	Detail amendments	LS	LS
H	13/05/2024	MHQ and 3D Updates	LC	LS
I	18/06/2024	Path and retaining walls amended	LS	LS
J	03/07/2024	Planning Amendments	LS	LS
K	09/07/2024	Client amendments	LS	LS
L	29/08/2024	Landscape amendments	LS	LS
M	27/01/2025	Response to Refusal	LS	LS
N	14/03/2025	Site Amendments		LS
O	20/03/2025	Coordination		LS
P	06/06/2025	Informal parking amended	LS	LS

Area Schedule (GIA)

68 bed C2 Residential Care Home	**4210m²**
Open Market Cottages @ 90m² x 3	**270m²**
Total:	**4480m²**

Car Parking	**40 space o/a**
Care Home	**33 spaces**
Residential Cottages	**4 spaces**
Spaces licensed to 1-3 Brookfield	**3 spaces**

1. 68 Bed C2 Residential Care Home
2. 3 no.Residential Cottages
3. Parking
4. Existing informal parking retained
5. Service Access
6. Main entrance to Care Home
7. Residents sunken garden
8. Residents woodland garden
9. Residents roof garden
10. New vehicular access
11. Pedestrian accessible route - under 1 in 20 slope
12. Defined edge of view to Bursledon Windmill

- Refused building
- Proposed trees
- Existing trees to be retained
- Line of ecological buffer zone based upon 10m offset from top of stream bank
- Site Boundary
- Root Protection Zone
- SSEN No Build Zone

N

0m 10m 20m 30m 40m 50m
1:500

[redacted]

[redacted]

[redacted]

Project
Providence Hill
Bursledon

Client
COLTEN CARE

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WLAWilliamsLester.
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www.williamslester.com 01425 485234 mail@williamslester.com

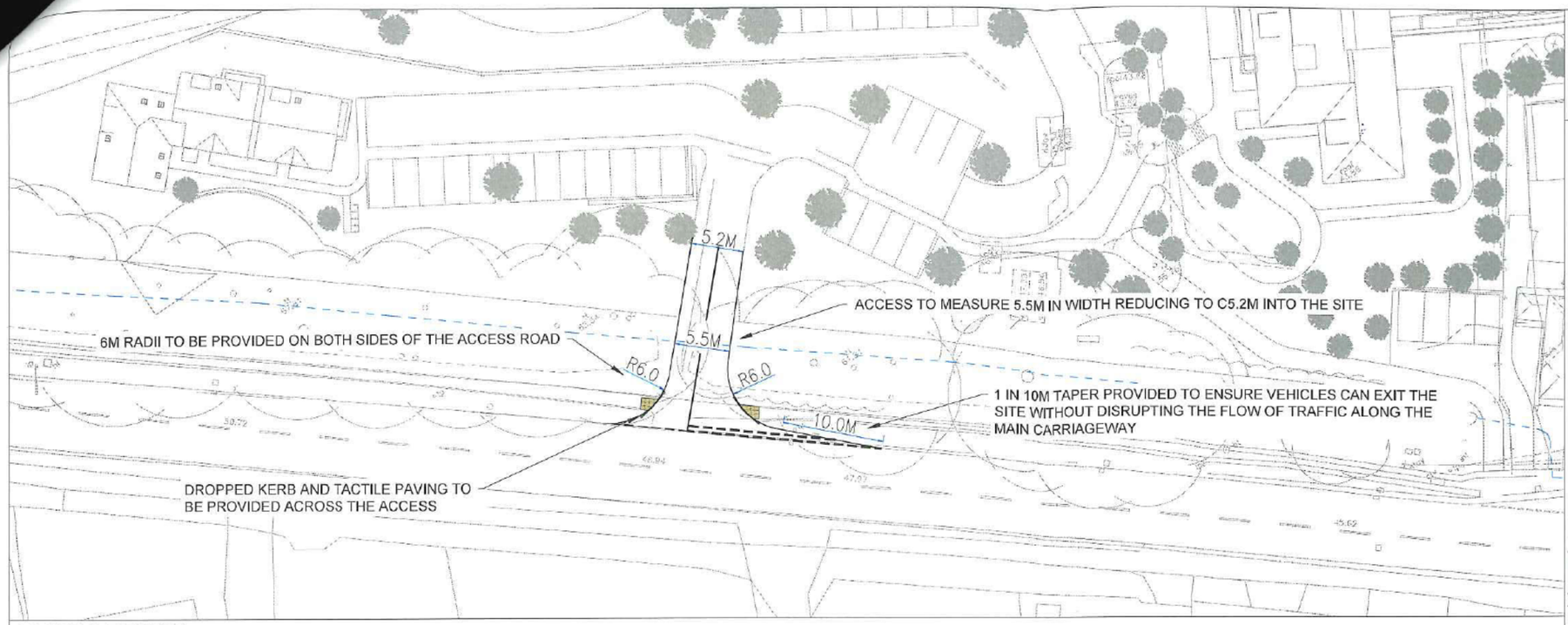
Title
Proposed Site Plan

Scale A1 @ 1 : 500
Revision **P**
Drawing Status **Spatial Coordination**
Suitability **S2**
Suitability Description **For Information**
Drawing No. **6185-WLA-ZZ-XX-DR-A-0010**

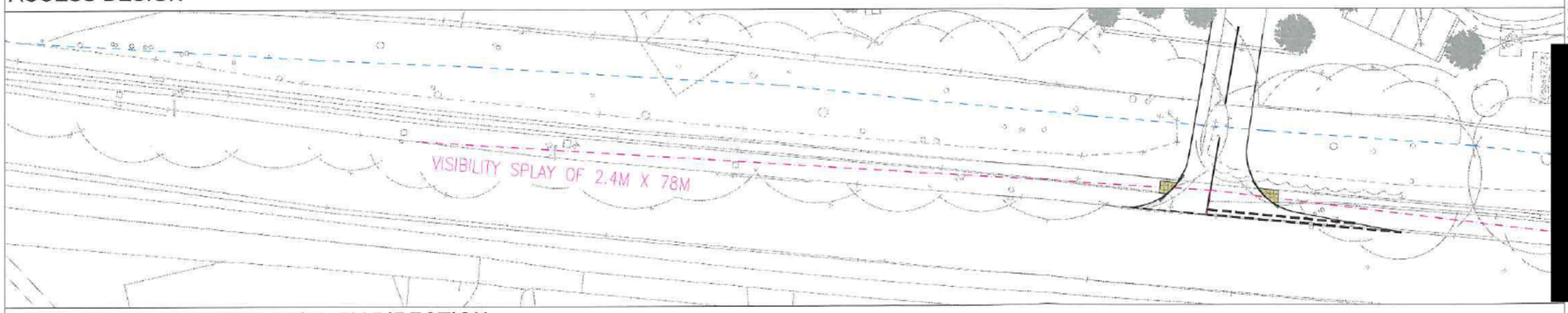
Autodesk Docs://6185 Providence Hill/6185-WLA-ZZ-XX-M3-A Site Model R2024.rvt Plot date: 06/06/2025 12:48:36

Appendix 4

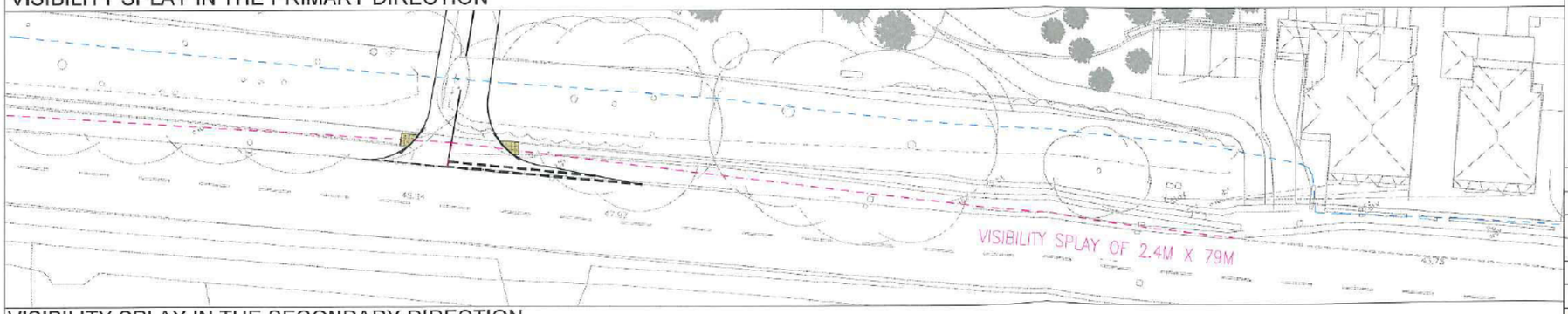
Drawing number 197.0004-0001-P06



ACCESS DESIGN



VISIBILITY SPLAY IN THE PRIMARY DIRECTION



VISIBILITY SPLAY IN THE SECONDARY DIRECTION

Project Name	CARE HOME 4 BROOKFIELD, PROVIDENCE HILL, BURSLEDON
Project Phase	PRELIMINARY
Title	ACCESS DESIGN AND VISIBILITY SPLAYS

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Client: COLTEN CARE

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KEY
– – – INDICATIVE HIGHWAY BOUNDARY

NORTH

VISIBILITY SPLAYS

VISIBILIY SPLAYS HAVE BEEN BASED ON THE RECORDED VEHICLE SPEEDS FROM ATC SURVEYS UNDERTAKEN IN FEBRUARY 2024. THE ATCS WERE LOCATED C50M EACH SIDE OF THE PROPOSED ACCESS. THE VISIBILITY SPLAYS ARE BASED ON THE RECORDED 85TH [redacted] EASTBOUND AND

3811335

PRELIMINARY

DRAWING/DESIGN IS STILL 'IN DEVELOPMENT'
YOU ARE ADVISED TO MAKE DUE ALLOWANCE

Rev	Description	Date	By	App'd
P06	UPDATED LAYOUT	27.03.25	CID	MDS
P05	UPDATED LAYOUT	16.07.24	OSC	CID
P04	UPDATED LAYOUT	26.06.24	CID	TAF
P03	UPDATED LAYOUT	05.04.24	OSC	CID
P02	UPDATED ACCESS DESIGN	27.02.24	CID	TAF
P01	FIRST ISSUE	22.02.24	CID	MDS

Date Created	Drawn By	Approved By	Suitabilty Code
22.02.24	CID	MDS	-

PBA Project Number	Scale	
197.0004	1:500	(AT A3)

PBA Drawing No:	Revison
197.0004-0001	P06

QMS2011/v8/210723/JM