

**DEED OF AGREEMENT
pursuant to Section 106
Town and Country Planning Act 1990
and Section 111 Local Government Act 1972**

relating to

**Land at former
Shepherds Spring Junior School
Smannell Road
Andover Hampshire**

HAMPSHIRE COUNTY COUNCIL

and

TEST VALLEY BOROUGH COUNCIL

(HH/LJ/13/3/2/4(0796))

THIS AGREEMENT is made the
2012

8th March day of

BETWEEN:

- (1) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire ('the Owner')
- (2) THE BOROUGH COUNCIL OF TEST VALLEY of Beech Hurst Weyhill Road
Andover Hampshire SP10 3AJ ('the Council')

RECITALS

A Definitions

- A.1 Words and phrases used in this Agreement are defined in clause 2.1

B Interests in the Site

- B.1 The Owner is the owner in fee simple of the unregistered Land pursuant to a conveyance dated 22 November 1966 made between C.R. Thomas (1) and The Mayor Aldermen & Burgesses of the Borough of Andover (2) such title currently being the subject of an application for first registration at the Land Registry.

C The Council

- C.1 The Council is the local planning authority for the purposes of section 106 of the Act for the area in which the Land is situated

D Planning

- D.1 The Owner has submitted the Application to the Council
- D.2 In the event of planning permission being granted for the Development the Owner and the Council agree the need for the planning obligations contained in this Agreement both for the benefit of the Development and in the interests of proper planning of the area

OPERATIVE PROVISIONS

1. Operative Powers

This Agreement is entered into pursuant to section 106 of the Act and all other enabling powers

2. Interpretation

In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

“the Act”	the Town and Country Planning Act 1990 (as amended)
“Affordable Housing”	housing provided within the Development with private or public subsidy for people who are unable to meet their housing needs in the local housing market because of the relationship between housing costs and income
“Affordable Housing Provider”	a registered provider of social housing as defined in section 80(2)(a) of the Housing and Regeneration Act 2008 which is listed in the register of providers of social housing established under that Act and which has not been removed from the register and which is approved in writing by the Council
“Affordable Housing Unit”	a Housing Unit of Affordable Housing to be Occupied exclusively by Qualifying Persons
“Affordable Rented Housing”	rented housing owned and managed by an

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Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to Qualifying Persons at a rent inclusive of service charges of up to (but not exceeding) 80 per cent of the Local Market Rent

“Application”

the planning application submitted by the Owner to the Council for outline planning permission for the Development and bearing LPA reference number 11/02729/OUTN and validated on 8 December 2011

“Children’s Play Space Contribution”

the sum of **FORTY FOUR THOUSAND FIVE HUNDRED AND THIRTY NINE POUNDS AND FOUR PENCE** (£44,539.04) (Index Linked) for the provision and/or improvement of childrens play facilities within the locality

“Completed”

in relation to any Housing Unit completed so that it can be used for its intended purpose and ‘Completion’ shall be construed accordingly

“Construction Phase”

the period commencing upon the grant of the Permission and continuing until construction of the Development has been completed

“Contribution”

any financial contribution payable under this Agreement

"Design and Quality Standards"	achievement of at least the minimum of each of the three core performance standards of the Design and Quality Standards published by the Housing Corporation in April 2007
"Development"	development of the Land for the carrying out of residential development and associated works
"HCA"	the body known as the Homes and Communities Agency or any successor organisation or body which provides funding to Affordable Housing Providers
"Heavy Commercial Vehicle"	any goods vehicle which has an operating weight exceeding 7.5 tonnes within the meaning of section 138 of the Road Traffic Regulation Act 1984
"Housing Unit"	any housing unit to be erected on the Land pursuant to the Permission including for the avoidance of doubt any flat or apartment
"Implementation"	the carrying out on the Land of a material operation as defined in section 56(4) of the Act pursuant to the Permission but not otherwise save that for the purpose of this definition the carrying out of any works of demolition works of site clearance ground investigation and site survey works construction of boundary fencing or hoardings construction of temporary accesses

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and/or highway works archaeological investigation site decontamination or remediation works landscaping or ecological works laying of sewers and other services creation of site compounds and noise attenuation works shall not be deemed to be the carrying out of a material operation and "Implement" and "Implemented" shall be construed accordingly

"Implementation Date"

the date the Permission is Implemented

"Incidental Landscaping Areas"

those areas of landscaping within the Development to be identified through an application or applications for approval of reserved matters which are outside the curtilage of any Housing Unit and which are to be maintained by the Council

"Incidental Landscaping Areas Commuted Sum"

a sum (Index Linked) calculated in accordance with the Landscaping/Recreation Areas Formula payable to the Council for the purposes of the continuing maintenance of the Incidental Landscape Areas

"Index Linked"

Index Linked in accordance with Clause 6

"Inspection Fee"

the sum of **SIXTY POUNDS** (£60) or such other sum as may from time to time be determined by

	the Council and set out in its published Scale of Fees and Charges
“Intermediate Affordable Housing”	Housing Units at prices and rents above those for Social Rented Housing but below market price or rents, and which may include Shared Ownership Units and other low cost homes for sale or intermediate rent
“Land”	the land at the former Shepherds Spring Junior School Smannell Road Andover Hampshire and shown for identification purposes only edged red on the Plan
“Landscaping/ Recreation Areas”	both or either of the Parkland or the Incidental Landscaping Areas
“Landscaping/ Recreation Areas Commuted Sum”	the commuted sum for a particular Landscaping/Recreation Area
“Landscaping/ Recreation Areas Formula”	<p>$A = B \times C$ Where</p> <p>A is the relevant Landscaping/Recreation Area Commuted Sum</p> <p>B is the annual maintenance cost of the relevant Landscaping/Recreation Area calculated in accordance with the Council’s operation costs table (as may be amended by the Council for the time to time)</p> <p>C = 20 years</p>

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“Local Market Rent”

market rent for the town of Andover as determined by reference to the RICS Manual of Valuation Practice 7th Edition (otherwise known as the RICS Red Book) but in relation to any valuation pursuant to the provisions of Schedule 5 on the assumption that the restrictions upon occupation or use of or otherwise affecting the Affordable Housing Units do not apply

“Open Market Unit”

any Housing Unit which is general market housing for sale on the open market and which is not an Affordable Housing Unit.

“Market Value”

market value as defined in the RICS Manual of Valuation Practice 7th Edition (otherwise known as the RICS Red Book) but in relation to any valuation pursuant to the provisions of Schedule 5 on the assumption that the restrictions upon occupation or use of or otherwise affecting the Affordable Housing Units do not apply

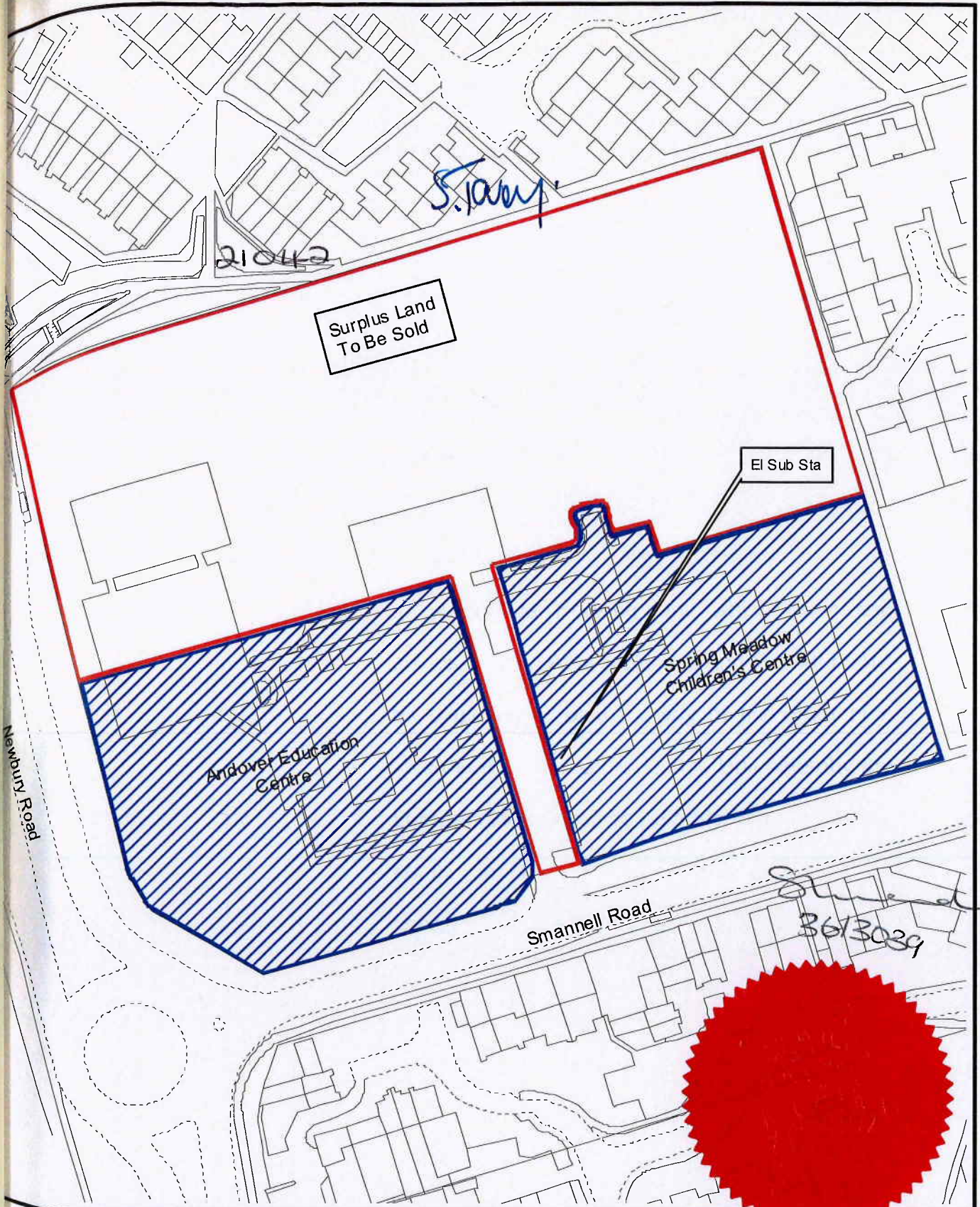
“Occupation”

beneficial permanent occupation of a completed Housing Unit other than occupation for the purposes of construction fitting out security marketing sales temporary offices or repair and ‘Occupy’ and ‘Occupied’ shall be construed accordingly

“the Parkland”	an area of 0.0432 hectares of land within the Development to be identified laid out and provided as parkland in accordance with the provisions of Schedule 1
“Parkland Commuted Sum”	the sum of TWENTY TWO THOUSAND SIX HUNDRED AND SIXTY NINE POUNDS AND FIFTY EIGHT PENCE (£22,669.58) (Index Linked) as a contribution towards the costs of future maintenance of the Parkland
“the Permission”	planning permission granted for the Development pursuant to the Application
“Plan”	the attached plan marked ‘Plan’
“Qualifying Person”	a person in housing need being a person unable to buy or rent appropriate accommodation on the open market and in relation to any unit of Social Rented Housing or Affordable Rented Housing listed on ‘Hampshire HomeChoice’ meaning the register of housing need maintained by the Council and in relation to any unit of Intermediate Affordable Housing registered on the ‘Homes in Hants’ Register meaning the register of low cost homes ownership need maintained by the Zone Agent
“Serviced”	provided with all necessary and sufficient Services to enable any Housing Units built or to



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SURPLUS LAND AT SHEPHERDS SPRING SMANNELL ROAD ANDOVER



Hampshire
County Council

PLAN No.
A / 4 / 889 / B
FILE REF.
4E/58.5
DATE
November 2011
SCALE
1:1250
OS No.
SU 3647 SE

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PROPERTY SERVICES

be built on the relevant land to be fully used for their intended purpose

“Services”

(a) vehicular and pedestrian access connected to an unodoped highway

(b) foul and surface water drainage ready for use and connected to an adopted sewer

(c) pipes and cables connected to mains services and suitable and of adequate capacity for the supply of gas water electricity telephone and data transfer facilities

“Shared Ownership Unit”

an Affordable Housing Unit which upon first disposal by an Affordable Housing Provider shall be disposed of only by way of the grant of a lease in the Shared Ownership Unit whereby the Lessee initially acquires no more than 50% of the equity in the Shared Ownership Unit in consideration of a payment equal to no more than the same percentage of the Market Value of the Shared Ownership Unit together with an obligation to pay rent on the proportion of the equity retained by the Lessor equivalent to no more than 3% (or such other percentage figure as may be agreed in writing by the Council) of that proportion of the Market Value (from time to time) of the Shared Ownership Unit which is

equivalent to the percentage equity retained by the Lessor

“the Sports Ground/
Formal Recreational
Contribution”

the sum of **EIGHTY TWO THOUSAND THREE HUNDRED AND THIRTY SEVEN POUNDS AND FOUR PENCE** (£82,337.04) (Index Linked) for the provision and/or improvement of sports ground/formal recreational facilities within the locality

“Social Rented Housing”

Affordable Housing Units for rent to be owned and managed by an Affordable Housing Provider (or by some other body approved in writing by the Council) for which guideline target rents are determined through the national rent regime.

“Statutory Undertaker”

any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator

2.1

“Swimming Pool Contribution”

the sum of **TWENTY SEVEN THOUSAND SEVEN HUNDRED AND FIFTY SIX POUNDS** (£27,756.00) (Index Linked) by way of contribution towards the provision and/or improvement of swimming pool facilities in Andover

2.2

“Transport Infrastructure

the sum of **ONE HUNDRED AND NINETY THOUSAND FOUR HUNDRED AND SIXTY POUNDS** (£190,460.00) (Index Linked) as a

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2.3. Contribution

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“Trigger Point”

contribution towards a scheme for providing a signal controlled crossing or crossings with associated footways to link to a new pedestrian entrance to the Knights Enham Schools complex the Occupation of a number of Housing Units which gives effect to an obligation under this Agreement on the part of the Owner to the Council

“Working Day”

any day from Monday to Friday inclusive which is not Christmas Day, Good Friday, a statutory bank holiday or a day between Christmas Day and New Year’s Day.

“Zone Agent”

the body nominated by the HCA (or its successor) which assumes administrative responsibility for all low cost home ownership products in a given area

- 2.1 Where in this Agreement reference is made to a clause sub-clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital of or (in the case of a plan) attached to this Agreement
- 2.2 Words denoting any one gender only shall include both genders and may be used interchangeably and words denoting natural persons include firms companies and corporations and vice versa
- 2.3 Words importing the singular number only shall include the plural number and vice versa and where there is more than one covenantor the obligation of such covenantors shall be joint and several

- 2.4 Any reference to a statute or statutory instrument (whether or not specifically named) includes any statute or statutory instrument amending consolidating or replacing them respectively and for the time being in force and references to a statute include all statutory instruments orders plans regulations byelaws permissions and directions for the time being made issued or given or deriving validity pursuant to them 3.4
- 2.5 Where the agreement approval consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement approval consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed
- 2.6 Save where the context otherwise requires references to any party shall include the successors in title of that party 3.5
- 2.7 References in this Agreement to the Council shall include references to its successor as local authority and (in the case of terms relevant to or consequent upon land to be vested in the Council) its successors in title and persons claiming through or under the Council)

3 Legal Effect

- 3.1 This Agreement is executed by the parties as a deed and will constitute a planning obligation for the purposes of section 106 of the Act to the intent that it shall bind the Owner and its successors in title to each and every part of the Land 3.6
- 3.2 This Agreement shall be enforceable by the Council
- 3.3 The Owner shall upon parting with all interest in any part of the Land be released from all obligations rights and duties under the terms of this Agreement insofar as they relate to such part of the Land (save in respect of

liability for any antecedent breach of this Agreement) and shall upon parting with the entirety of its interest in the Land as a whole be released from all liability whatsoever under the terms of this Agreement save insofar as it relates to an antecedent breach of this Agreement

3.4 Clauses 1 to 3 and 6 to 12 and also Clause 4 in so far only as it relates to Schedule 7 shall take effect on the date hereof but in all other respects this Agreement shall take effect when the following conditions precedent have been satisfied

3.4.1 the Permission has been granted by the Council; and

3.4.2 the Permission has been Implemented

3.5 Nothing in this Agreement shall be construed as prohibiting limiting or affecting any right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted by the Council or the Secretary of State on appeal or by reference to him after the date of this Agreement and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Implementation under the terms of this Agreement

3.6 Each clause sub-clause paragraph schedule or plan shall be separate distinct and severable from each other to the extent only that if any clause sub-clause paragraph schedule or plan becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause sub-clause paragraph schedule or plan shall be held by the courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause

sub-clause paragraph schedule or plan be valid shall apply without prejudice to any other clause sub-clause paragraph schedule or plan

- 3.7 If the Permission shall expire within the meaning of sections 91, 92 and 93 of the Act or is revoked modified or otherwise withdrawn by the Council or the Secretary of State then this Agreement shall cease to have further effect
- 3.8 Except insofar as legally or equitably permitted nothing contained within this Agreement shall fetter the Council in its future exercise of rights and powers under the Act Local Government Act 1972 or any other statutory power
- 3.9 No-one other than the parties and their successors in title has any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 6.2
- 3.10 Save for the obligations in Schedule 5 nothing in this Agreement shall be construed as imposing any obligation on persons who purchase or Occupy completed Housing Units¹ 6.3

4 Covenants by the Owner

The Owner covenants with the Council and to observe and perform the obligations contained in Schedules 1 to 8 7.

5 Covenants by the Council

The Council covenants with the Owner to observe and perform the obligations and agreements on its part contained in Schedule 9

6. Indexation 8.

- 6.1 For the purposes of this Agreement any reference to any Contribution as being "Index Linked" shall mean such Contribution as adjusted in accordance with the following formula namely 8.1 9.

$$\underline{A \times B}$$

9.1

C

Where

A is the Contribution specified in this Agreement

B is the figure at which the Relevant Index stands when such Contribution is paid to the Council

C is the figure at which the Relevant Index stood at 1st April 2011

And for the purposes of this Agreement "the Relevant Index" means the "All Items" Index of Retail Prices published by the Office for National Statistics

6.2 If the Relevant Index is re-based or replaced an appropriate alternative index shall be substituted by agreement between the Owner and the Council and any dispute concerning that substitution shall be resolved pursuant to Clause 10

6.3 It is hereby declared and agreed between the parties hereto that indexation shall only be applied in circumstances where the Relevant Index at the date of payment stands at a higher level than it did at first 1 April 2011

7. Costs

The Owner covenants with the Council to pay on demand the Council's reasonable legal costs in connection with the preparation and completion of this agreement

8. Land Charge

8.1 This Agreement is a local land charge and is to be registered as such by the Council

9. Service Provisions

9.1 Any notice or other written communication to be served upon or given by one party to any other under the terms of this Agreement shall be deemed to have

been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing

10.3

9.2 The address for any notice or other written communication shall only be within the United Kingdom and is

9.2.1 for the Owner as specified above

10.4

9.2.2 for the Council as specified above marked for the attention of the Head of Legal and Democratic Services

9.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory

10. Dispute Resolution

10.1 Save for matters of construction (which shall be matters for the Court) in the event of any dispute arising between the parties or any of them in respect of any matter contained in this Agreement 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 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 reimbursement of the costs of any other expert's fees) shall be at his discretion

10.5

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

10.3 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 in accordance with the timescales set out in Clause 10.4 below

10.4 Within 10 Working Days of his appointment the Expert shall be required to give notice to each of the parties inviting each of them to submit to him within such period as he shall reasonably determine written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submissions and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 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

10.5 It is hereby declared and agreed between the parties hereto that nothing in this Clause 10 shall be taken to fetter the ability of the Council to seek legal redress in respect of any breach of the obligations entered into by the Owner to this Deed

11. **Registration on Title**

In accordance with the provisions of the Land Registration Act 2002: the Owner hereby consents to the noting of this Agreement in the Charges Register of Title Number to be allocated to the Land upon completion of first

registration and the Owner shall supply the title number to the Council within
20 working days of registration

12. Warranty

The Owner warrants to the Council that as at the date of this Agreement its
legal interest in the Land is as set out in this Agreement at Recital B.1 and
that it has not granted any legal interest in the Land to any person and
consents to its interest in the Land as the Owner being bound by this
Agreement

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Schedule 1

Landscaping Open Space and Recreation

1. Not to Implement the Permission until there has been submitted to and approved in writing by the Council
 - 1.1 a plan or plans identifying precisely the area or areas to be laid out and provided as the Parkland and the Incidental Landscaping Areas; and
 - 1.2 a detailed scheme or schemes for the laying out and provision of the Parkland and the Incidental Landscaping Areas
2. To complete the works for the laying out and provision of the Parkland and the Incidental Landscaping Areas in accordance with such plans and schemes as shall have been approved pursuant to paragraph 1 above before Occupation of more than thirty five (35) Housing Units and not to Occupy more than thirty five (35) Housing Units until the said works have been completed as aforesaid
3. Not to Occupy more than forty (40) Housing Units until the conditions set out in paragraph 5 below have been satisfied in relation to the works for the laying out and provision of the Parkland and the Incidental Landscaping Areas
4. Not later than Occupation of forty (40) Housing Units to pay to the Council the Parkland Commuted Sum and the Incidental Landscaping Areas Commuted Sum together with such additional sums in respect thereof as are specified in paragraph 5.3.2 to 5.3.4 below
5. The conditions referred to in paragraphs 3, above are as follows:
 - 5.1 that the Owner shall have made an unconditional offer in writing to transfer to the Council all of the Landscaping/Recreation Areas (and

together also with all such rights as may be necessary in favour of the Council and the public for the purposes of access to and egress therefrom) such transfer being in the form approved in writing by the Council; and

- 5.2 that the Council shall have issued a certificate within 28 days of the completion of all of the works for the laying out and provision of the Landscaping/Recreation Areas to the effect that all of the said works have been completed to its reasonable satisfaction in accordance with the detailed scheme approved in relation thereto pursuant to the foregoing provisions of this Schedule 1 or (if not so completed) certifying the defects identified by the Council which are required to be remedied and the estimated cost of remedying such defects; and

5.3 that there shall have been paid to the Council the following sums

5.3.1 all of the Landscaping/Recreation Areas Commuted Sums:
and

5.3.2 a sum equivalent to $1/20^{\text{th}}$ of the total Landscaping/Recreation Areas Commuted Sums in lieu of the first twelve months maintenance of the Landscaping/Recreation Areas; and

5.3.3 a sum equivalent to the cost of two (2) Inspection Fees in respect of each of the Landscaping/Recreation Areas

5.3.4 such sum (if any) as shall have been certified by Council in accordance with paragraph 5.2 above as representing the estimated cost of remedying any defects in the works for the

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EXCEPT THAT where

- (i) the Council shall have certified in accordance with paragraph 5.2 above that there are defects requiring to be remedied in relation to the works for the laying out and provision of any of the Landscaping/Recreation Areas and
- (ii) the Owner has proceeded diligently to remedy those defects within a period of not more than 28 days from the date of such certificate; and
- (iii) the Council shall have issued a certificate to the effect that such defects have been remedied to its satisfaction

any obligation to pay any such sum of money in relation to any of Landscaping/Recreation Areas in accordance with Paragraph 5.3.4 above shall thereupon cease and non payment of any such sum of money shall no longer be an impediment to the Occupation of Housing Units

6. In the event of more than two (2) inspections being required to be carried out by the Council in respect of the Landscaping/Recreation Areas to pay to the Council an additional Inspection Fee in respect of each such additional inspection each such additional Inspection Fee to be paid not later than twenty eight (28) days from the date of the original demand from the Council in respect thereof

Schedule 2

Financial Contributions for Recreation

1. Prior to first Occupation of any Housing Unit to pay to the Council forty per cent (40%) of the Sports Ground/Formal Recreation Contribution and not to Occupy any Housing Unit until that amount has been paid to the Council as aforesaid
2. Prior to Occupation of more than twenty four (24) Housing Units to pay to the Council the remaining sixty per cent (60%) of the Sports Ground/Formal Recreation Contribution and not to Occupy more than twenty four (24) Housing Units until that amount has been paid to the Council as aforesaid
3. Prior to first Occupation of any Housing Unit to pay to the Council forty per cent (40%) of the Children's Play Space Contribution and not to Occupy any Housing Unit until that amount has been paid to the Council as aforesaid
4. Prior to Occupation of more than twenty four (24) Housing Units to pay to the Council the remaining sixty per cent (60%) of the Children's Play Space Contribution and not to Occupy more than twenty four (24) Housing Units until that amount has been paid to the Council as aforesaid

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Schedule 3

Transport Infrastructure Contribution

1. Prior to Occupation of more than fourteen (14) Housing Units to pay to the Council the Transport Infrastructure Contribution and not to Occupy more than

fourteen (14) Housing Units until the Transport Infrastructure Contribution has been paid to the Council as aforesaid

Schedule 4

Swimming Pool Contribution

1. Prior to first Occupation of more than twenty four (24) Housing Units to pay to the Council the Swimming Pool Contribution and not to Occupy more than twenty four (24) Housing Units until the Swimming Pool Contribution has been paid to the Council as aforesaid

Schedule 5

Affordable Housing

1. Not to carry out the Development without complying with the obligations set out in this Schedule 5 such that unless otherwise specifically agreed in writing by the Council

1.1 the total amount of each Affordable Housing tenure type within the Deveopment (as a percentage of the total number of Housing Units constructed within the Development) shall be as follows:

- 1.1.1 twenty eight per cent (28%) shall be Social Rented Housing or (with the written agreement of the Council) Affordable Rented Housing

1.1.2 twelve per cent (12%) shall be Intermediate Affordable Housing

1.2 in respect of the Affordable Housing Units the mix of dwelling types (based on the assumption that planning permission for fifty (50) Housing Units is granted) shall be as follows:-

1.2.1 four (4) shall be one bedroom units

1.2.2 ten (10) shall be two bedroom units

1.2.3 five (5) shall be three bedroom units

1.2.4 one (1) shall be a four bedroom unit

PROVIDED THAT

(i) if the percentage breakdown does not result in a whole number then the number of units of Social Rented Housing Affordable Rented Housing or Intermediate Affordable Housing shall be rounded to the nearest whole number; and

(ii) if planning permission is granted for a number of Housing Units other than fifty (50) then the mix of dwelling types shall be as agreed in writing with the Council

2. Not to Implement the Permission until there has been submitted to and approved in writing by the Council

2.1 such plans and other particulars as may be necessary to identify

2.1.1 the precise location of each Affordable Housing Unit to be provided

2.1.2 which of the Affordable Housing Units are to be provided as units of Social Rented Housing (or as

the case may be Affordable Rented Housing) and which are Intermediate Affordable Housing Units

2.1.3 each Affordable Housing Unit with reference to its particular dwelling type

2.2 a phasing programme for the transfer to an Affordable Housing Provider of the land on which the Affordable Housing Units are to be built (such land to be in a clean condition and fully Serviced) and for the Completion of each Affordable Housing Unit within the Development by reference to the rate of Occupation of numbers of Open Market Units within the Development

3. Not to carry out the Development otherwise than strictly in accordance with the details and other matters approved pursuant to paragraph 2 above or in accordance with such amended details as may from time to time be approved in writing by the Council

4. No Affordable Housing Unit shall be Occupied other than by a Qualifying Person or a spouse partner or dependant of such person or any other member of that person's household

5.1 Not to Occupy any Affordable Housing Unit until a procedure whereby the Council has nomination rights in respect of the nomination of Qualifying Persons to the Affordable Housing Units has been approved by the Council in writing

5.2 In relation to the letting of or the disposal of any interest in any Affordable Housing Unit to permit the Council to exercise its nomination rights in respect of Qualifying Persons in accordance

with the procedure approved by the Council pursuant to paragraph 5.1 above

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The restrictions upon the disposal and/or Occupation of any Affordable Housing Unit shall cease and/or shall not apply

- (i) upon the acquisition by a lessee of the whole of the equitable interest retained by the Affordable Housing Provider on the grant of the lease of a Shared Ownership Unit
- (ii) upon the exercise by any person of any statutory right to buy or right of enfranchisement of any Affordable Housing Unit
- (iii) upon the exercise of a power of sale by a mortgagee or the sale by a receiver appointed by such mortgagee of an Affordable Housing Unit pursuant to statutory powers or the provisions of any mortgage or charge
- (iv) where the nomination procedures approved by the Council under paragraph 6 in respect of the Affordable Housing Unit have been observed but no Qualifying Person has been identified
- (v) in respect of any mortgagee or chargee or body which has provided loan facilities to any Affordable Housing Provider and has the benefit of a legal mortgage or charge secured against the land on which the Affordable Housing Units are built or are to be built or any part thereof or any receiver appointed by such mortgagee or chargee or body or any person deriving title from such mortgagee chargee or body

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Schedule 6

Travel Plan

1. Prior to first Occupation of any Housing Unit to prepare and submit to the Council for its approval a Travel Plan ("the Travel Plan") identifying the measures to be put in place or taken in order to encourage the use of sustainable travel modes by residents of the Development such measure to include:-
 - 1.1 provision of good links to pedestrian and cycle routes into Andover Town Centre;
 - 1.2 provision of information to new residents of the Development about sustainable travel modes such information to include (but without limitation)
 - 1.2.1 a plan of the Development illustrating local pedestrian and local cycle routes connecting to the nearest bus stops and the local railway station
 - 1.2.2 web site addresses providing local transport information and in particular local bus and train timetables
 - 1.2.3 details of local groups which encourage awareness of alternative modes of travel to the private car
 - 1.2.4 details of existing schemes which encourage modes of travel other than the private car

2. Not to Occupy any Housing Unit unless and until the Travel Plan has been approved in writing by the Council pursuant to and in accordance with paragraph 1 above
3. In all respects to implement the Travel Plan as soon as reasonable practicable having regard to the rate of Occupation of Housing Units within the Development and not to Occupy any Housing Unit unless and until the Travel Plan has in all respects been implemented in so far as reasonable practicable having regard to the rate of Occupation of Housing Units within the Development
4. To pay to the Council the sum of **ONE THOUSAND POUNDS** (£1,000) (Index Linked) prior to the Implementation of the Permission by way of contribution towards the cost to the Council of employing a Travel Plan co-ordinator to implement and monitor the Travel Plan and not to Implement the Permission until such contribution as aforesaid has been paid to the Council

Schedule 7

Heavy Commercial Vehicles

1. To use all reasonable endeavours to ensure that the drivers of all Heavy Commercial Vehicles travelling to and from the Land during the Construction Phase shall do so only via the route specified in Annex 1
2. To use all reasonable endeavours to ensure that the drivers of all Heavy Commercial Vehicles are instructed to follow the said route specified in Annex 1 and no other route
3. Not to Implement the Permission until there have been erected upon the Land signs showing the said route specified in Annex 1 and in such positions

so as to be clearly visible to the drivers of all Heavy Commercial Vehicles as they both enter and depart from the Land

4. At all times during the Construction Phase to retain and maintain the signs erected pursuant to paragraph 3 above in a good clean and unobstructed condition

Schedule 8

Monitoring

1. To notify the Council in writing not later than seven days from the occurrence of
 - 1.1 the Implementation Date; and
 - 1.2 the date upon which any Trigger Point shall have been reached

Schedule 9

Covenants by the Council

1. The Council covenants that any Contribution will be used for the relevant purposes specified in this Agreement within ten (10) years of the date of receipt
2. To the extent that any Contribution or any part thereof remains unspent or is not unconditionally committed to be spent at the end of the period of ten (10) years from the date of receipt of the relevant Contribution and upon written request of the person who made the payment the Council shall within one month of such written request refund to the person who made the payment

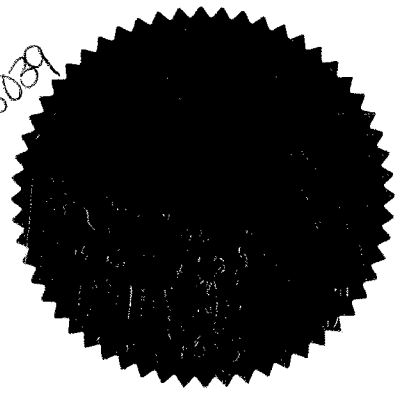
any part of the Contribution which has not been spent or is not unconditionally committed to be spent together with interest on the unexpended part from the date of receipt by the Council of the relevant Contribution to the date of repayment calculated in accordance with Section 32 of the Land Compensation Act 1961

3. the Council will upon reasonable written request of the Owner at any time after the performance or discharge of the Planning Obligations set out in Schedule 1 to Schedule 8 inclusive as soon as reasonably practicable after such request issue written confirmation of such performance or discharge

IN WITNESS whereof the parties hereto have executed this instrument as a deed the day and year first above written

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

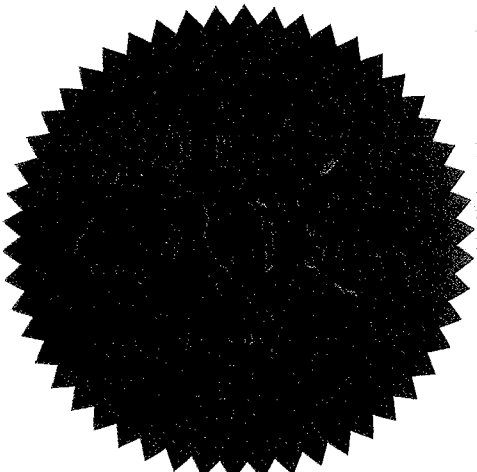
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[Handwritten Signature]
Authorised Signatory

EXECUTED as a **DEED** by affixing the **COMMON SEAL** of the **BOROUGH COUNCIL OF TEST VALLEY** in the presence of:-

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[Handwritten Signature]
Authorised Officer Signatory

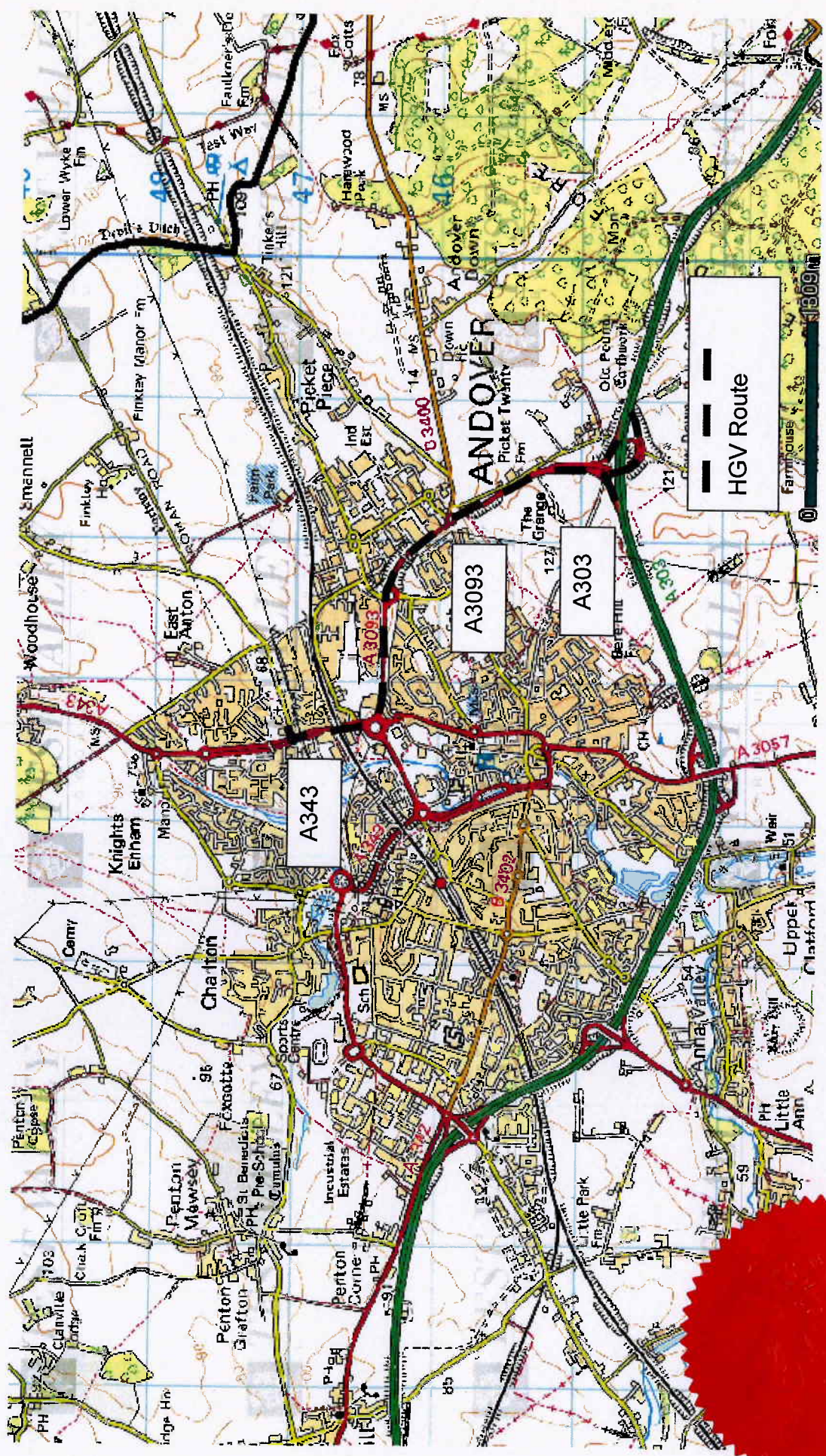
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Annex 1

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