

IDATED

20[]

HAMPSHIRE COUNTY COUNCIL (1)

and

[OWNER] (2)

and

[DEVELOPER] (3)

and

[MORTGAGEE] (4)

DEED OF SECTION 106 AGREEMENT

Relating to proposed [*insert nature of Development*] at
[*insert Site address*]

HCC Legal File ref:
Unique No.

Kevin Gardner LLB
Head of Legal Services
Hampshire County Council
The Castle
Winchester
SO23 8UJ

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THIS DEED OF PLANNING OBLIGATION AGREEMENT IS MADE THIS DAY

20[]

BETWEEN

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

(2) [OWNER'S NAME] of [owners address] ('the Owner')

(3) [DEVELOPER'S NAME] (Company registration no [] whose registered office is at [developers address] ('the Applicant')

(4) [MORTGAGEE] (Company registration number []) whose registered office is at [mortgagees address] ('the Mortgagee')

NOW THIS DEED WITNESSETH as follows:-

INTRODUCTION

- A. The Owner is [the freehold owner of the unregistered land shown coloured [] on the Land Ownership Plan] [the registered proprietor of the land shown coloured [] on the Land Ownership Plan registered at HM Land Registry under title numbers HP[] and HP[] respectively
- B. The Owner has appointed the Developer to develop the Site
- C. The Mortgagee holds a charge dated the [] over the land owned by the Owner coloured [] on the Land Ownership Plan and consents to the Owner entering into this Deed
- D. The County Council is:-

- D.1 the Mineral and Waste Planning Authority for Hampshire in respect of the extraction and treatment of minerals and waste disposal
- D.2 a Local Planning Authority for the purpose of Section 106 of the Act
- D.3 the Local Highway Authority for Hampshire (save for trunk roads and special roads)
- D.4 the Transport Authority for Hampshire for the purpose of the Transport Act of 1985 and 2000
- E. The Developer has made the Application to the County Council and the County Council has resolved to grant consent pursuant to the Application subject to (inter alia) completion of this Deed.
- F. The County Council wishes to regulate the Development in the manner hereinafter detailed and to secure matters hereinafter referred to which are required in order to enable the Development to proceed

1. INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires the following terms (arranged in alphabetical order) should have the following meanings:-

Act	means the Town and Country Planning Act 1990 (as amended)
Application	means the planning application for the development of the Site submitted by the Applicant to the County Council to which the County Council has allocated reference [] and registered [] 20__
Commencement of Development	means the date specified by the Owner in a written notice served upon the Council by the Owner as the date upon which the

	Development is to be begun within the meaning of S56(2) of the Act or if no such notice is served the date on which the Development shall be taken to have been begun by an operation exclusively referable to the Development within the meaning of the said section and the expressions “Commence” “Commences” and any other cognate expressions shall be construed accordingly
Commencement of the Enabling Works	means commencement of the Enabling Works and “Commence” “Commences” and any other cognate expressions shall be construed accordingly
Completion Certificate Standard	means in the case of the Off Site Highway Works completion to the complete satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related agreement under section 278 Highways Act 1980
Construction Traffic Vehicle	means any heavy commercial vehicle or goods vehicle within the meaning of the Road Traffic Regulation Act 1984 Section 138 and the expression “Construction Traffic Vehicles” and any other cognate expressions shall be construed accordingly
Deed	means this Deed of Agreement
Development	means the development of the Site in accordance with the Permission and the term “Develop” shall be construed accordingly
Director	means the Director of Economy Transport and Environment for the County Council
Diversion Order	Means an order under Town and Country Planning Act 1990 to permanently divert Right(s) of Way [] such order to be obtained by the Owner/Developer in

	accordance with the obligations contained within Schedule 4 hereof
Enabling Works	means the enabling works to be undertaken by the Owner [Developer] in accordance with Enabling Works Plan
Enabling Works Plan	means the plan marked Enabling Works Plan and numbered [] annexed at Appendix 5
Expert	Means an expert required in accordance with Clause 7 hereof to be agreed upon between the Parties and the County Council or at the request and option of any of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors
Interest Rate	means four per cent per annum above the base rate of National Westminster Bank Plc from time to time
Index Linked	means the "All Items" Index of Retail Prices published by the Office of National Statistics or amendment/replacement thereof
Indexation	means Index Linked in accordance with the Index and the provisions of Clause 18 hereof
Land Ownership Plan	means the plan annexed to this Deed at Appendix 7 marked Land Ownership Plan
Lorry Route	means the construction lorry route as shown upon the Lorry Route Plan to be used by all Construction Traffic Vehicles entering and leaving the Site
Lorry Route Sign	means the signage notifying construction traffic of the Lorry Route approved by the County Council in accordance with Schedule 12
New Right(s) of Way	means the footpath(s)/bridleway(s)/cycletrack(s)/restricted byway(s) to be dedicated as a public right(s) of way for use by the public on

	foot/bicycles/horseback/horse-drawn vehicles as detailed on the New Rights of Way Plan and denoted in the key as the route of the New Right(s) of Way
New Right of Way Certificate of Completion	Means a certificate issued by the County Council confirming completion of the construction of the New Right of Way in accordance with the Scheme to the complete satisfaction of the County Council
New Right of Way Certificate of Maintenance	Means a certificate issued by the County Council in writing after the expiration of no less than 12 months following issue of the New Right of Way Certificate of Completion confirming that the New Right of Way has been maintained to the County Council's complete satisfaction and all remedial works required have been completed by the Owner/Developer
New Right(s) of Way Plan	Means the plan marked "New Right(s) of Way Plan" and numbered [] annexed hereto at Appendix 5
Occupation	Means to first occupy or cause or permit occupation of the Development permitted pursuant to the Permission other than occupation for the purposes of carrying out the Enabling Works and "Occupied "Occupation" and any other cognate expressions shall be construed accordingly
Off Site Highway Works	means [<i>insert definition of works</i>] as shown in principle on drawing [] attached to this Agreement at Appendix 7
Owners	means [] and "Owner" shall be construed accordingly
Parties	means the Owners and the Applicant and the term "Party" shall be construed accordingly as the context so requires

Permission	means planning permission for the carrying out of the Development in relation to the Site issued pursuant to the Application, a draft of which is attached at Appendix 11
Planning Obligations	means the planning obligations in the Schedules to this Deed
Right(s) of Way []	means the footpath(s)/bridleway(s)/cycletrack(s)/restricted byway(s) numbered [] and shown by [] dots on the Rights of Way Plan
Rights of Way Plan	Means the plan marked "Rights of Way Plan" and numbered [] and annexed to this Agreement at Appendix 4
Scheme	Means a scheme to be submitted by the Owner [and Developer] to the County Council for approval by the County Council in writing (such approval not to be unreasonably withheld or delayed) and required in accordance with the provisions of Schedule 5 hereof such scheme to include (but not be limited to) details of the construction specification and timetable for implementation of the New Right of Way together with measures to safeguard members of the public using the New Right of Way whilst the Development is being undertaken on land adjoining the New Right of Way
Site	means the Application boundary shown edged red on plan numbered [] annexed at Appendix 1
Temporary Closure Order	Means an order pursuant to the Road Traffic Regulation Act 1984 for the temporary closure of Right of Way [] by the Owner/Developer in accordance with the obligations contained within Schedule 4 hereof and Temporary Closure shall be construed accordingly

Transport Contribution	Means the sum of [£] (Index Linked) payable by the Owner and/or the Developer to the County Council as a contribution towards []
Working Day	means any day except Saturdays Sundays and recognised public bank holidays and any day between 24 December and 31 December

- 1.2 References in this Deed to the Owner and the Developer shall include their successors in title and assigns
- 1.3 References in this Deed to ‘the County Council’ shall include any successor to its statutory functions referred to at Recital 2.2
- 1.4 The clause headings in this Deed are for convenience only and do not form part of this Deed
- 1.5 References in this Deed to any recital clause sub-clause paragraph schedule or annex shall (unless the context otherwise requires) be reference to a recital clause sub-clause paragraph schedule or annex in this Deed
- 1.6 References in this Deed to the singular shall include the plural and vice versa
- 1.7 References in this Deed to one gender shall include all other genders
- 1.8 Any covenant in this Deed by which the relevant party is not to do an act shall be construed as if it were a covenant not to do or permit or suffer to be done such act
- 1.9 References in this Deed to any statute by-law regulation order and delegated legislation shall include any statute by-law regulation order or delegated legislation re-enacting modifying extending or consolidating or made pursuant to the same

- 1.10 Where any party to this Deed is two or more legal entities references to that party shall include the plural number and covenants expressed or implied to be made by or with such parties are deemed to be made by or with such legal entities jointly and severally.
- 1.11 Any approvals or agreement authority or notice to be given by the County Council under this Deed shall be in writing

Operative provisions

2 Statutory Powers

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and the Localism Act 2011 Section 38 Highways Act 1980 and all enabling powers.
- 2.2 To the extent that they fall within the terms of Section 106 of the Act, the covenants on the part of the Developer and the Owner contained in this Deed are planning obligations for the purpose of Section 106 of the Act and are enforceable by the County Council
- 2.3 To the extent that any of the covenants on the part of the Developer and the Owner contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and where appropriate Section 2 of the Local Government Act 2000 and all enabling powers

3. Conditionality

This Deed shall take effect from the date hereof and shall bind the parties and the Site SAVE that:

- 3.1 the Planning Obligations covenants and restrictions contained in Schedules 1 – 5 inclusive shall be conditional upon the Permission being granted

3.2 the Planning Obligations covenants and restrictions contained in Schedule [] shall be conditional upon the Permission being issued and Commencement of the Enabling Works

4. Land bound and enforcing authority

- 4.1 The Planning Obligations restrictions covenants limitations and obligations in this Deed relate to and are binding in their entirety upon the Developer and on the Owner together with their successors in title and assigns and their respective interests in the Site and save as otherwise provided shall bind and run with the land comprised within the Site and may be enforced against the Developer and the Owner together with their successors in title by the County Council as if such persons had been an original covenanting party in respect of the interest or estate so far as affected by the obligations for the time being held by them in the Site
- 4.2 No party shall be liable for any breach of this Deed occurring after they have parted with their interest in the Site PROVIDED THAT each Party shall as soon as reasonably practicable following a transfer of its interest notify the County Council of the name and address of the new owner
- 4.3 Statutory undertakers who have an interest in the Site only by virtue of the location of their apparatus at the Site are excluded from liability under this Deed
- 4.4 Nothing in this Deed shall be enforceable against service suppliers in respect of any part of the Development acquired for the provision of Services
- 4.5 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission other than the Permission

5 Lapse

This Deed shall lapse and be of no further effect if the Permission is quashed following a successful challenge or revoked or otherwise withdrawn without the consent of the Parties and without the Permission having been implemented

6 Commencement

The Initial Works and/or Commence Mineral Extraction at the Site shall not be commenced nor shall they be permitted or caused until a written notice has been served by the Developer and/or the Owner upon the County Council confirming the date on which Commencement of the Initial Works and/or Commencement of Mineral Extraction at the Site is proposed

7 Step in Rights

If the County Council exercises its rights to enter the Site and carry out any work pursuant to Section 106 of the Act then the parties shall repay to the County Council all such costs incurred pursuant to the Act together with interest calculated at the Interest Rate on any sum which remains unpaid for more than 10 Working Days after the date on which such costs were first demanded and the Developer and Owner(s) hereby covenant to pay on demand any requirement for the recovery of costs under this clause

8 Dispute Resolution

- 8.1 Save for matters of construction (which shall be matters for the Court) and without prejudice to clause 9 and clause 12 in the event of any dispute arising between the Parties or any of them and the County Council in respect of any matter contained in this Deed including questions of value and any question of reasonableness the same shall be referred to the Expert and the Expert's decision shall be final and binding on the Parties hereto and the County Council and whose costs (including the reimbursement of the costs of any other expert's fees) shall be at his discretion
- 8.2 The Expert shall have at least 10 years post qualification experience in the subject matter of the dispute.
- 8.3 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 not more than 25 Working Days from the date of his appointment to act

- 8.4 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 within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the Parties and the County Council an opportunity to make counter-submissions within a further five Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given 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 and the County Council
- 8.5 For the avoidance of doubt it is hereby declared and agreed between the Parties and the County Council that nothing in this clause 9 shall be taken to fetter the ability of the County Council as appropriate to seek legal redress in respect of any breach of the obligations of this Deed entered into by the Applicant and the Owners

9 Registration

- 9.1 This Deed is a local land charge under the Local Land Charges Act 1975 and shall be registered as such
- 9.2 Upon the full satisfaction of all the terms of this Deed or if this Deed lapses pursuant to clause 4 hereto and upon:
- 9.2.1 receipt of a written request from the Developer or Owner, and
- 9.2.2 the provision from the Developer or the Owner of an undertaking acceptable to the County Council to meet all the County Council's reasonable costs in investigating and securing the same

the County Council shall as soon as reasonably practicable procure that all entries in the register of Local Land Charges relating to it shall be removed forthwith and shall co-operate with the Developer and/or the Owner in securing that all entries in the Charges Register of title numbers HP[] and HP[] or any title deriving therefrom relating to it shall be removed forthwith

- 9.3 In accordance with the requirements of the Land Registration Act 2002 the Developer the Owner(s) and the Mortgagee hereby consent to the noting of this Deed in the Charges Register of title numbers HP[] and HP []

10 No Fetter on Discretion

Nothing in this Agreement shall be taken to be or shall operate so as to fetter or prejudice the County Council's statutory rights powers remedies discretions and responsibilities

11 County Council Obligations

- 11.1 The County Council shall as soon as reasonably practicable following the date of this Deed issue the Permission
- 11.2 The County Council shall use the Transport Contribution and any interest accrued thereon for the purposes described in this Agreement and shall refund to the payee any portion of the Transport Contribution remaining unspent or uncommitted by the letting of a contract on the tenth anniversary of its receipt by the County Council together with interest accrued thereon (if any)
- 11.3 Upon completion of the construction of the New Right of Way as required within Schedule 6 hereof in accordance with the Scheme and to the complete satisfaction of the County Council the County Council shall issue the New Right of Way Certificate of Completion and as from the date of the New Right of Way Certificate of Completion that part of the New Right of Way shall become public highway maintainable at the public expense SAVE THAT for the first 12 months thereafter the Developer/Owner shall fully maintain the New Right of Way and after expiry of that period and provided always that the New Right of Way has been fully maintained as aforesaid and that any

defects appearing during that period have been made good the County Council shall issue the New Right of Way Certificate of Maintenance

- 11.4 Following issue of the New Right of Way Certificate of Completion the County Council shall record the New Right of Way upon the Definitive Map and Statement

12 Warranty as to Title

The Parties hereby warrant to the County Council that the title details referred to in this Deed are complete and accurate in every respect and no other party has an interest in this Site who has not been disclosed to the County Council prior to the date hereof

13 Severability

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

14 Costs

The Developer [Owner] hereby covenants for the benefit of the County Council that it will on or before the date of this Deed pay the County Council's reasonable and proper costs in connection with the preparation negotiation completion and registration of this Deed

15 Contracts (Right of Third Parties) Act 1999

Notwithstanding the provisions of the Contracts (Right of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to this Deed with the exception of a successor to the County Council's statutory functions and any successor to the Parties and for the avoidance of doubt the terms of this Deed may be varied by agreement between the Parties without the consent of any such third party

16 Notices

- 16.1 Any notices required to be served by one party on another under this Deed shall be in writing and shall be served by hand or by first class prepaid special or recorded delivery post at the addresses shown in this Deed or at such other address as they may substitute by way of written service or in the case of a corporate body its registered office for the time being
- 16.2 Any notice required to be served on the County Council shall be marked “for the attention of Head of Legal Services” and shall bear the reference “Section 106 Agreement [] – PT33A/[]”
- 16.3 A notice shall be deemed served when delivered to the recipient as shall be evidenced by signature on behalf of the recipient under usual postal delivery procedures
- 16.4 The Developer [Owner] shall notify the County Council in writing or procure that it is so notified on each of the following events within 7 days of such event occurring
- 16.4.1 Commencement of Enabling Works
 - 16.4.2 Commencement of Development
 - 16.4.3 Occupation of Development
 - 16.4.4 [add any other appropriate triggers]

17 VAT and Tax

- 17.1 All payments and monies payable by the Parties made in accordance with the terms of this Deed shall be exclusive of VAT and any other tax properly payable in respect of such payments and a sum equivalent to the VAT and any other tax payable shall be payable in addition to the sums stated or the costs estimated pursuant to this Deed
- 17.2 A sum equal to any VAT or other taxes paid or payable by the County Council on any payments received or required by the County Council shall be made by the Parties to the County Council in addition to the relevant contributions

18. Indexation

- 18.1 Where any sum referred to in this Agreement is to be Index Linked then such sum shall be increased by an amount equivalent to the increase in the Index from the date of this Agreement until the date of payment
- 18.2 When the most recent Index which shall have been published as at the date of payment of the relevant sum then the payment shall be calculated initially by reference to that most recent provisional Index
- 18.3. Where any sum has been calculated initially by reference to a forecast or a provisional Index then a further adjustment shall be made as and when the final Index for that period is published and the Owner [Developer] shall within 14 days of any written demand make good any underpayment or over payment as appropriate

19. Mortgagee Consent

The Mortgagee hereby consents to the Owner entering into this Deed and agree that its rights in relation to the land owned by the Owner shall be deferred and that the obligations herein in favour of the County Council shall have priority PROVIDED THAT the Mortgagee shall have no responsibility under this Deed unless it shall have taken possession of the Site

20. Schedules and Annexures

The parties to this Deed agree that the Schedules and Annexes to this Deed form part of it and are incorporated as if the same had been set out in full in the main body of the document

21. Spend in advance

If prior to the receipt of any of any contribution payable pursuant to the terms of this Deed the County Council incurs any expenditure in providing additional facilities to which it was intended to apply any such contribution (or in

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

SCHEDULE 1

Lorry routing

1. The Owner [and the Developer] for itself [themselves] and its [their] successors in title covenant with the County Council as follows;
 - 1.1 Not to Commence nor permit Commencement of the Enabling Works/Development (*if no enabling works*) until it has [they have] submitted to the County Council for approval signs for directing all construction traffic to access the Site from [] in the positions marked X on the Lorry Route Plan such signs to include a map of the Lorry Route and contain information informing all construction traffic entering or leaving the Site that they must only to do so via the Lorry Route
 - 1.2 Not to Commence nor permit Commencement of the Enabling Works/Development (*if no enabling works*) unless and until the Lorry Route Sign is erected and that it [they] shall maintain (and replace if necessary) the Lorry Route Sign in a good repair and in a clean condition for the duration of the Permission
 - 1.3. that in every contract it enters [they enter] into with any contractor relating to the Development at the Site it [they] shall insert a provision which shall be binding on any such contractor that such contractor's vehicle or vehicles shall enter and leave the Site from [*insert details relating to access point and egress point*] as indicated by a [green] line on the Lorry Route Plan and not

from the [e.g. north] of the Site and in the event that any contractor breaches this requirement the Owner [and Developer] shall immediately issue a written warning to the contractor concerned and in the event of any subsequent breach it shall prohibit that contractor's vehicle or vehicles from entering the Site for any purpose linked to the Development

- 1.4. that it [they] shall not allow or permit any Construction Traffic Vehicle to access the Site from [*insert details of restricted routes*]

SCHEDULE 2

Transport Contribution

1. The Owner [and Developer] for itself [themselves] and its [their] successors in title covenant with the County Council as follows;
 - 1.1. Not to Commence Development unless and until it has [they have] paid the Transport Contribution (Index Linked) to the County Council subject to paragraph 1.2 below
 - 1.2. Where the Transport Contribution (Index Linked) is not paid in full to the County Council on the due date there shall be added to such payment Interest calculated between the date the payment is due and the date of actual payment

SCHEDULE 3

Off Site Highway Works

1. The Owner [and the Developer] for itself [themselves] and its [their] successors in title covenant with the County Council as follows:-

- 1.1 Not to Commence the Development unless and until the Off Site Highway Works have been carried out and completed to Completion Certificate Standard

SCHEDULE 4

Temporary Closure or Permanent Diversion of Right of Way []

1. The Owner [and the Developer] for itself [themselves] and its [their] successors in title covenant with the County Council as follows:-
 - 1.1 that prior to Commencement of Enabling Works/Development (*if no enabling works*) it [they] shall apply for a Temporary Closure Order or Diversion Order in respect of Right of Way [] and shall not Commence the Enabling Works/Development (*if no enabling works*) until such time as a Temporary Closure Order or Diversion Order has been obtained confirmed and implemented in accordance with the terms of such Order
 - 1.2 that in the case of a Temporary Closure it [they] shall return the Right of Way to its original line as recorded on the Definitive Map in accordance with the timetable set out within the Temporary Closure Order obtained in accordance with 1.1 hereof and in compliance with the obligations contained within Schedule 5 hereof
 - 1.3 that should it be anticipated that the Development will be extended beyond the period covered by the Temporary Closure Order it (they) shall apply for a suitable extension to the Temporary Closure Order prior to the expiration of the Temporary Closure Order and in the event that it [they] fail[s] to apply for such extension (and notwithstanding an other actions or remedies available to it) the County Council may take action to extend the Temporary Closure Order and in doing so shall charge the Owner[Developer] the full costs incurred by the County Council in doing so

SCHEDULE 5

Maintenance and repair of Right of Way(s) []

1. The Owner(s) [and the Developer] for itself [themselves] and its [their] successors in title covenant with the County Council as follows;
 - 1.1. that it [they] shall prior to Commencing the Enabling Works/Development (*if no enabling works*) agree with the County Council a condition survey in respect of Right(s) of Way [] and the Owner [and Developer] shall not Commence the Enabling Works/Development (*if no enabling works*) until such condition survey has been approved in writing by the County Council
 - 1.2. that it [they] shall not permit or cause or allow detritus to be deposited on the alternative route once constructed as part of the Temporary Closure
 - 1.3. that it [they] shall until such time as detailed within the timetable included within the Scheme keep Right of Way [] clear at all times and in a state of repair and condition suitable for use as a right of way to the satisfaction of the County Council
 - 1.4. that it [they] shall prior to the expiration of the Temporary Closure Order agree with the County Council in writing any remedial works required to Right of Way []
 - 1.5. that it [they] shall prior to the expiration of the Temporary Closure Order reinstate Right of Way [] to a condition satisfactory to the County Council commensurate with the condition agreed pursuant to paragraph 1.1 hereof and as agreed with the County Council in accordance with paragraph 1.4 hereof

NB. Restrict with negative covenant if possible.

SCHEDULE 6

Provisions regarding dedication of new right of way across the Site

1. The Owner [and the Developer] covenant with the County Council
 - 1.1. that it [they] shall within 12 months of the date hereof submit the Scheme to the County Council for written approval by the County Council

- 1.2. that it [they] shall within 12 months from the date of receipt of written approval of the Scheme provide and complete the construction of the New Right of Way in accordance with the approved Scheme to the complete satisfaction of the County Council suitable for use by the public on [foot/bicycle/horseback/horse-drawn carriage] together with way-markers and finger posts at points to be agreed in writing by the County Council
- 1.3. not to develop or use that part of the New Right of Way as anything other than for the provision of a public highway
- 1.4. that it hereby dedicates the New Right of Way as public highway such dedication to take effect upon issue of the New Right of Way Certificate of Completion provided that on default by the Owner/Developer of any of the terms of this Deed the County Council shall have the right to enter the New Right of Way to complete its construction and this dedication shall be effective from the date of such entry
- 1.5. that it [they] shall maintain the New Right of Way at its [their] own expense to the complete satisfaction of the County Council for a period of 12 months following issue of the New Right of Way Certificate of Completion
- 1.6. The Owner/Developer shall pay to the County Council the commuted sum of [£] upon issue of the New Right of Way Certificate of Maintenance in respect of the future maintenance of the New Right of Way

IN WITNESS whereof the parties have executed this document as a Deed delivered the day and year first before written

EXECUTED AS A DEED by affixing the)
COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:)

Authorised Signatory:

SIGNED AND DELIVERED as a DEED)
by [])

in the presence of :

Witness signature:

Witness's name:

Witness's address:

EXECUTED AS A DEED by affixing)
the COMMON SEAL of [] LIMITED)
in the presence of:)

Director

Director/Secretary

Appendices

Appendix 1

Site Location Plan

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Land Ownership Plan

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Lorry Routing Plan

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Footpath Plan

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Enabling Works Plan

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Off Site Highway Works drawing