

**LAWRENCE TREVOR HAMBLER, MICHAEL HAMBLER, JENNIFER
ANN HAMBLER**

and

DAVID GEORGE KNELLER

to

FAREHAM BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

UNILATERAL UNDERTAKING

pursuant to Section 106 of the Town and Country
Planning Act 1990 (as amended) and other
powers relating to development of land East of
Down End Road Fareham

**Southampton & Fareham Legal Services Partnership
Southampton City Council
Civic Offices
Southampton
SO14 7LY**

Ref: ENV-038520

BY:

- (1) **LAWRENCE TREVOR HAMBLÉN** of The Old Barn, Forest Lane, Fareham, PO17 5DW and, **MICHAEL HAMBLÉN** of Cloverville Nursery, Biddenfield Lane, Shedfield, Southampton, SO32 2HP and **JENNIFER ANN HAMBLÉN** of 6 Winnham Drive, Fareham PO16 8QE (together "the First Owner"); and
- (2) **DAVID GEORGE KNELLER** of 7 Oriel Drive, Titchfield Common, Fareham, Hampshire PO14 7RG ("the Second Owner")

TO:

- (3) **FAREHAM BOROUGH COUNCIL** of Civic Offices, Civic Way, Fareham PO16 7AZ ("the Borough Council"); and
- (4) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")

RECITALS

- A The Borough Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- B The County Council is the local highway authority for the purposes of the 1980 Act and local education authority for the purposes of the Education Act 1996 for the area in which the Land is situated.
- C The First Owner is the freehold owner of Land A registered under title HP815028 subject to an option to purchase under an option agreement dated 24 February 2006 for the benefit of M F Strategic Land Limited (Company registration number 04466958) whose registered office address is 2 Centro Place Pride Park Derby Derbyshire DE24 8RF ('SLL').
- D The Second Owner is the freehold owner of Land B registered under title HP676289 subject to an option to purchase under an option agreement dated 1 October 2007 for the benefit of SLL.
- E The Appellant submitted the Application to the Borough Council, which was refused by notice on 25 November 2020.
- F The Appellant has submitted the Appeal to the Secretary of State.
- G The Owner enters into this Deed to give the following obligations in the manner hereinafter appearing.
- H The Owner undertakes that the Development shall be carried out only in accordance with the Permission along with the rights and obligations set out in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

- 1.1 In addition to the definitions set out below, a series of specific definitions are included in each of the schedules to this Deed giving further defined terms and expressions to facilitate interpretation and unless stated to the contrary the specific definitions in the schedules shall apply throughout this Deed where the relevant terms and expressions are used.
- 1.2 In this Deed the following expressions shall have the meanings indicated:

“1980 Act”	The Highways Act 1980
“Act”	The Town and Country Planning Act 1990 (as amended)
“Appeal”	the appeal submitted to the Secretary of State for refusal of the Application by the Borough Council registered under reference number APP/A1720/W/21/3272188 under the inquiry procedure
“Appellant”	Miller Homes Limited (Company Registration Number SC255429) whose registered office address is Miller House 2 Lochside View Edinburgh Park Edinburgh EH12 9DH
“Application”	the application for outline planning permission for the Development submitted to the Council by the Appellant and given reference number P/20/0912/OA
“Borough Council’s Legal Costs”	the Borough Council’s legal costs in connection with the preparation and completion of this Deed
“Commencement of Development”	the carrying out of a “material operation” (as defined in section 56(4) of the Act) in connection with the Development save that for the purposes of this Deed and for no other purpose operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be included (and “Commence” and “Commenced” shall be construed accordingly)
“Completed”	practically complete save for minor snagging items such that it is reasonably fit for Occupation (and “Complete” and “Completion” shall have the same meaning)
“Contributions”	any one or number of the financial contributions contained in the schedules which are required to be made pursuant to this Deed
“County Council’s Development Control Fees”	the County Council’s highways development control costs in connection with the negotiation of this Deed being the sum of three thousand five hundred and twenty pounds (£3,520.00)
“County Council’s Legal Costs”	the County Council’s legal costs in connection with the Deed
“County Councils Monitoring Fee”	the sum of £7,000 (seven thousand pounds) to be applied towards the cost to the County Council of monitoring and reporting upon compliance with the obligations in schedule one, schedule five and schedule six
“Deed”	this unilateral undertaking made by deed
“Development”	the outline proposal with all matters reserved (except for the means of access) for residential development, demolition of existing agricultural buildings and the construction of new buildings providing

	up to 350 dwellings, the creation of new vehicular access with footways and cycleways, provision of landscaped communal amenity space, including children's play space, creation of public open space, together with associated highways, landscaping, drainage and utilities carried out pursuant to the Permission in accordance with the Application and any reserved matter approvals
"Enabling Powers"	section 111 of the Local Government Act 1972 (as amended) section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed
"Framework Travel Plan"	The framework travel plan agreed by the County Council and attached at appendix 2
"Index Linked"	<p>for the purposes of schedule three, means adjusted in accordance with the Retail Prices Index by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before April 2020 and whose numerator shall be the last published RPI monthly figure available before the date on which payment is received but which for the avoidance of doubt shall not fall below the original payment figure; and</p> <p>for the purposes of schedule four, means adjusted in accordance with the Retail Prices Index by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before April 2021 and whose numerator shall be the last published RPI monthly figure available before the date on which payment is received but which for the avoidance of doubt shall not fall below the original payment figure;</p> <p>for the purposes of schedule five, means adjusted in accordance with the BCIS all in TPI (or amendment or replacement thereof) based on 4th Quarter 2018 prices (BCIS All-In TPI Index 322) to the date that the payment is received by the County Council but which for the avoidance of doubt shall not fall below the original payment figure; and</p> <p>for the purposes of any other payment or financial contribution due under this Deed including Schedule One, means adjusted in accordance with the Retail Prices Index by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Deed and whose numerator shall be the last published Inflationary Index monthly figure available before the date on which payment is received but which for the avoidance of doubt shall not fall below the original payment figure</p>
"Initiation of Development"	the beginning of the Development by the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the

	Permission (irrespective of non-compliance with any condition of the Permission) and the phrase "Initiate" shall be construed accordingly
"Inspector"	the inspector appointed by the Secretary of State to determine the Appeal
"Interest"	Interest at 4% (four percent) above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment)
"the Land"	Land A and Land B together known as the land to East of Down End Road Fareham as shown edged red on Plan 1
"Land A"	Winnham Farm The Thicket Fareham PO16 8PX the freehold to which is registered at HM Land Registry as part of title HP815028 and shown (for the purposes of identification only) shaded orange on Plan 2
"Land B"	the part of the land on the west side of Upper Cornaway Lane Fareham the freehold to which is registered at HM Land Registry as part of title HP676289 and shown (for the purposes of identification only) shaded green on Plan 2
"Occupation"	the occupation of a Residential Unit or building forming part of the Development for any purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"Owner"	together the First Owner and the Second Owner
"Plan 1"	The 'Site location Plan 2495-01/PP-002 (October 2017)' appended to this Deed marked "Plan 1" showing the Land edged red
"Plan 2"	The plan attached to this deed and labelled TOR-SK-101 and marked Plan 2
"Permission"	any planning permission subject to conditions to be granted pursuant to the Appeal (in the event the Appellant's Appeal is upheld)
"Reserved Matters Application"	an application under the Act for approval of reserved matters reserved under the Permission for subsequent approval
"Residential Units"	individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate)
"Travel Plan"	the final and full form travel plan based on the Framework Travel Plan such travel plan to be approved by the County Council
"Statutory Undertakers"	organisations licensed by the government which include all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies

“Working Day(s)”	any day which is not a Saturday, Sunday the period between 24 December to 1 January (inclusive), Good Friday or a statutory bank holiday in England
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2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that statute for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.
- 2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Borough Council and the County Council the successors to their respective statutory functions.
- 2.6 References to “the parties” shall mean the parties to this Deed and reference to a “party” shall mean any one of the parties.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3 STATUTORY AUTHORITY

- 3.1 This Deed is made pursuant to section 106 of the Act and the Enabling Powers.
- 3.2 The undertakings, covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act that bind the Land and subject to clause 3.3 and/or as otherwise provided in this Deed are enforceable by the Borough Council and County Council as local planning authorities against the Owner and any person deriving title in the Land or any part of it from the Owner.
- 3.3 The undertakings, covenants and obligations on the part of the Owner in this Deed shall not apply and shall not be enforceable by the Borough Council or the County Council in the event that the Planning Inspector determining the Appeal states clearly in the decision letter granting the Permission that such obligations, or any of them, are unnecessary to make the Development acceptable in planning terms or otherwise fail to meet the statutory tests set out in regulation 122 of the Community Infrastructure Levy Regulations 2010 and those so identified by the decision maker shall be deemed

to have been revoked and be of no legal effect notwithstanding the remaining provisions of this Deed which (for the avoidance of doubt) shall remain in effect and enforceable.

- 3.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

4 EFFECT OF THE DEED

This Deed shall take effect on the day and year first before written SAVE THAT the obligations contained in the schedules to this Deed shall take effect from the grant of Permission and Initiation of Development save for any obligations which are to be complied with prior to Initiation which shall take effect from the grant of Permission.

5 THE OWNER'S UNDERTAKINGS

The Owner undertakes to the Borough Council and the County Council that it will observe and perform the obligations on its part contained in schedules one to six (inclusive).

6 RELEASE AND LAPSE

- 6.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after parting with its entire interest in the Land or its interest in that part of the Land on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 6.2 This Deed shall lapse and be of no further effect if:
- 6.2.1 the Permission shall lapse without Commencement of Development; or
 - 6.2.2 the Permission shall be varied or revoked other than with the consent of the Owner; or
 - 6.2.3 the Permission is quashed following a successful legal challenge.
- 6.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.4 This Deed shall not be binding upon or enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.
- 6.5 This Deed shall not be binding upon or enforceable against any owners or occupiers of any individual Residential Unit save in respect of any restriction on Occupation of such Residential Unit nor their mortgagees or chargees.

7 LOCAL LAND CHARGE

- 7.1 This Deed is a local land charge and shall be registered as such by the Borough Council.
- 7.2 Upon the full satisfaction of all the terms of this Deed the Owner may request that the Borough Council procure that all entries in the register of local land charges relating to

it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.

8 NO FETTER ON DISCRETION OR WAIVER

- 8.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.2 No waiver (whether expressed or implied) by the Borough Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 WARRANTY AS TO TITLE

- 9.1 The First Owner confirms and warrants to the Borough Council and the County Council that no person other than the First Owner and the Appellant has any interest (legal or equitable) in Land A or any part thereof including any leasehold interest for the purposes of section 106 of the Act.
- 9.2 The Second Owner confirms and warrants to the Borough Council and the County Council that no person other than the Second Owner and the Appellant has any interest (legal or equitable) in Land B or any part thereof including any leasehold interest for the purposes of section 106 of the Act.

10 SEVERABILITY

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.

11 THE COUNCIL'S AND COUNTY COUNCIL'S COSTS

- 11.1 The Owner undertakes to the Borough Council that it will on or before the date of this Deed pay the Borough Council's Legal Costs.
- 11.2 The Owner undertakes to the County Council that it will on or before the date of this Deed pay the County Council's Legal Costs together with the County Council's Development Control Fees in full to the County Council.
- 11.3 The Owner undertakes to the County Council that it will on or before the date of this Deed pay the County Council's Monitoring Fee in full to the County Council.

12 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and the Borough Council without the consent of any such third party.

13 NOTIFICATION OF INITIATION/COMMENCEMENT/OCCUPATION

- 13.1 The Owner undertakes to the Borough Council and County Council that it will:
- 13.1.1 notify the Borough Council and County Council in writing of the date of Initiation of Development and the date of Commencement of Development within five (5) Working Days of each event occurring; and
 - 13.1.2 notify the Borough Council and County Council in writing of the date of Occupation for the first time of any part of the Development within five (5) Working Days of it occurring; and
 - 13.1.3 notify the Borough Council and County Council in writing of the date of Occupation for the first time of the twenty fifth (25th) Residential Unit on the Development within five (5) Working Days of it occurring;
 - 13.1.4 notify the Borough Council in writing of the date of Occupation for the first of time of the one hundred and thirty fifth (135th) Residential Unit on the Development within five (5) Working Days of it occurring;
 - 13.1.5 notify the Borough Council in writing of the date of Occupation for the first time of sixty percent (60%) of the Open Market Units on the Development within five Working Days of it occurring; and
 - 13.1.6 pay to the Borough Council upon written demand its reasonable and properly incurred legal fees incurred for additional monitoring caused by the Owner's non-compliance with clauses 13.1.1 – 13.1.5 inclusive.

14 NOTICES

- 14.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post by hand or by email (in the case of the Borough Council) in the following manner:
- 14.1.1 on the Borough Council at the address shown above or by email to devcontrol@fareham.gov.uk marked "for the attention of the Head of Development Management" and bearing the reference "P/20/0912/OA".
 - 14.1.2 on the County Council at the address shown above and marked for the attention of the Director of Economy, Transport and Environment bearing the reference HLS-137988/CMR; and
 - 14.1.3 on the Owner at the addresses as detailed above or as notified by the Owner in writing to the Borough Council.

15 INDEX LINKING

Each and every one of the Contributions which are to be paid under the terms of this Deed shall be Index Linked.

16 PAYMENT OF THE CONTRIBUTIONS

- 16.1 The Owner shall pay the Contributions to the Borough Council or the County Council (as the case may be) by either:
- 16.1.1 cheque made payable to the Borough Council or the County Council (as the case may be);
 - 16.1.2 by BACS or telegraphic transfer.

16.2 All payments shall state the Permission reference number P/20/0912/OA and APP/A1720/W/21/3272188 and the address to which this Deed relates.

16.3 Payment by cheque shall be sent to the Borough Council or the County Council (as the case may be) in accordance with the details set out in clause 14.1 identifying the obligation to which the payment relates.

17 INTEREST ON LATE PAYMENTS

Any amount due from the Owner under this Deed which is not paid on the due date shall be payable with Interest.

18 POSITION OF FUTURE MORTGAGEE

Notwithstanding clause 3.2 and clause 6.5 no obligation in this Deed shall be binding on or enforceable against any other chargee or mortgagee from time to time who shall acquire the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates

19 NOTIFICATION OF SUCCESSORS IN TITLE

Save in the case of the disposal of an individual Residential Unit, the Owner covenants to the Borough Council and the County Council that it will give written notice to the Borough Council and the County Council within 5 Working Days of any change of ownership of the Land if at such time the obligations contained within this Deed have not fully been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

20 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

21 DISPUTE RESOLUTION

21.1 Where it is provided in this Deed that a matter is to be approved (or another cognate expression is used) by the Borough Council or County Council (as the case may be) and such approval has been refused or given conditionally in accordance with the provisions of this Deed and the Owner wishes to dispute such refusal or conditions, then the Owner may:

21.1.1 as a first attempt to resolve that dispute or difference amicably invite the Borough Council or the County Council (as the case may be) to a meeting attended by at least one senior representative from each party;

21.1.2 if the parties are unable to resolve the dispute amicably pursuant to clause 21.1.1, invite the Borough Council or the County Council (as the case may be) to agree that the dispute be referred for resolution in accordance with clause 21.2.

21.2 Any such dispute or difference to be referred for resolution pursuant to clause 21.1.2 shall be referred to an independent and suitable person holding appropriate professional qualifications, in light of the subject matter in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

21.3 Nothing in this clause 21 shall be taken to fetter the ability of the Borough Council or County Council (as the case may be) to carry out its statutory functions as local planning authority with power to enforce any breach of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Development.

22 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

23 DELIVERY

This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

SCHEDULE ONE

HIGHWAYS AND TRANSPORT

DEFINITIONS

“A27 Corridor Safety Improvements Contribution”	the sum of forty thousand pounds (£40,000) to be applied towards the cost of implementing safety measures to the A27 road to mitigate the impact of increased traffic, pedestrian and cycle movements from the Development
“A27 Delme Roundabout Contribution”	the sum of two hundred and eighty seven thousand three hundred and eighty pounds and eight pence (£287,380.08) to be applied towards the cost of mitigating the impact of traffic from the Development at Delme Roundabout, including provision for Bus Rapid Transit
“Asset Protection Agreement”	an agreement between the Owner and Network Rail (or successor body) that allows for such changes to the parapet heights as are required in order to enable the improvement works at Down End Road Bridge as set out in this Schedule One
“Bus Infrastructure Contribution”	the sum of seven thousand five hundred pounds (£7,500) to be applied towards the cost of improvement of bus infrastructure on the A27 corridor in the vicinity of the Site
“Highway Works”	the works of benefit to the public on the public highway required pursuant to this schedule
“Highway Works Agreement”	the agreement pursuant to section 278 of the 1980 Act governing the performance of the Highway Works to be entered into as required pursuant to this schedule
“Highway Works Completion Standard”	the completion of the Highway Works in accordance with the Highway Works Agreement as evidenced by the issue of a certificate of completion pursuant to the Highway Works Agreement
“MOVA Contribution”	the sum of thirty three thousand five hundred pounds (£33,500) to be applied towards the provision of a MOVA at the Downend Road/A27 junction
“Pedestrian and Cycle Routes Contribution”	the sum of thirty nine thousand four hundred and sixty thousand pounds and seventy pence (£39,460.70) to be applied towards the cost of pedestrian and cycle audit improvements in accordance with the principals outlined on drawing ITB12212 (T5)
“Upper Cornaway Lane Contribution”	the sum of nineteen thousand six hundred and thirty five pounds (£19,635) to be applied to be applied towards the cost of delivering improvements to Upper Cornaway Lane for pedestrians and cyclists in accordance with the principals outlined on drawing ITB12212-GA-020C
“TCF Scheme”	The Transforming Cities Fund programme of works at the Down End Road/A27 junction
“Travel Plan”	The Framework Travel Plan dated 13 August 2020 (i-Transport Ref: TW/NS/ITB12212-059B)

“Travel Plan Security Sum”	a cash deposit being the sum of the cost of implementation and compliance with the targets and measures of the Travel Plan (as estimated by the County Council acting reasonably) plus ten per cent (10%) thereof which shall be maintained for the life of the Travel Plan
“Travel Plan Approval Fee”	the sum of three thousand pounds (£3000) to be applied towards the costs incurred or to be incurred by the County Council in approving the Travel Plan
“Travel Plan Monitoring Fee ”	the sum of fifteen thousand pounds (£15,000) to be applied towards the costs to the County Council in monitoring and reporting upon compliance with the Travel Plan

OBLIGATIONS

The Owner undertakes to the County Council and the Council

1. Highways Contributions
 - 1.1 A27 Corridor Safety Improvements Contribution
 - 1.1.1 to pay the A27 Corridor Safety Improvements Contribution in full to the County Council prior to Commencement of Development
 - 1.1.2 not to permit the Commencement of Development until the payment at paragraph 1.1.1 has been paid in full to the County Council.
 - 1.2 A27 Delme Roundabout Contribution
 - 1.2.1 to pay the A27 Delme Roundabout Contribution in full to the County Council prior to Commencement of Development
 - 1.2.2 not to permit the Commencement of Development until the payment at paragraph 1.2.1 has been paid in full to the County Council.
 - 1.3 Upper Cornaway Lane Contribution
 - 1.3.1 to pay the Upper Cornaway Lane Contribution to the County Council prior to Commencement of Development
 - 1.3.2 Not to permit the Commencement of Development until the payment at paragraph 1.3.1 has been paid in full to the County Council
 - 1.4 Bus Infrastructure Contribution
 - 1.4.1 to pay the Bus Infrastructure Contribution in full to the County Council prior to Commencement of Development
 - 1.4.2 not to permit the Commencement of Development until the payment at paragraph 1.4.1 has been paid in full to the County Council.
 - 1.5 Pedestrian and Cycle Routes Contribution
 - 1.5.1 to pay the Pedestrian and Cycle Routes Contribution to the County Council prior to Commencement of Development
 - 1.5.2 not to permit the Commencement of Development until the payment at paragraph 1.5.1 has been paid in full to the County Council.

- 1.6 MOVA Contribution
 - 1.6.1 In the event the Development Initiates and the TCF Scheme works begin ahead of the beginning of the part of the Highway Works referred to in schedule one paragraph 3.3.3 below for this Development to pay the MOVA Contribution in full to the County Council within twenty (20) Working Days of a demand by the County Council
 - 1.6.2 Not to permit the Occupation of the Development until either the MOVA Contribution has been paid in full to the County Council or the County Council has confirmed in writing that the MOVA Contribution is not required to be paid.

- 2. Travel Plan Approval Fee
 - 2.1.1 to pay the Travel Plan Approval Fee to the County Council prior to the Commencement of Development
 - 2.1.2 not to permit the Commencement of Development until the payment at paragraph 2.1.1 has been paid in full to the County Council.

- 2.2 Travel Plan Monitoring Fee
 - 2.2.1 to pay the Travel Plan Monitoring Fee to the County Council prior to the Commencement of Development
 - 2.2.2 not to permit the Commencement of Development until the payment at paragraph 2.2.1 has been paid in full to the Council.

- 3. Highway Works
 - 3.1 To enter into a Highway Works Agreement for the delivery of the access to the Land as detailed in principle on drawing number ITB12212-GA014 Rev E prior to Commencement of Development.
 - 3.2 To Complete the access to the Land as detailed in principle on drawing number ITB12212-GA014 RevE to the Highway Works Completion Standard prior to the Occupation of any Residential Unit
 - 3.3 To enter into a Highway Works Agreement for the following works prior to Occupation of any of the Residential Units;
 - 3.3.1 Pedestrian Improvements to Down End Road Bridge as detailed in principle on drawing number ITB12212-GA-051 Rev D.
 - 3.3.2 Pedestrian crossing point across A27 as detailed in principle on drawing number ITB12212-GA-021 Rev C.
 - 3.3.3 Delivery of the Down End Road/A27 capacity improvements as detailed in principle on drawing number ITB12212-GA-026.
 - 3.4 To complete the works to Down End Road Bridge as detailed in drawing number ITB12212-GA-051 RevD, the pedestrian crossing point across A27 as detailed in drawing number ITB12212-GA-021 Rev C and the Down End Road/A27 capacity improvements as detailed in drawing number ITB12212-GA-026 to the Highway Works Completion Standard prior to the Occupation of any Residential Unit.

- 4. Travel Plan
 - 4.1 The Owner covenants with the County Council and the Council:

- 4.1.1 not to Commence nor permit Commencement of Development unless and until it has secured the written approval of the County Council to the Travel Plan.
- 4.1.2 Not to Occupy nor permit Occupation of any Residential Unit on the Land or any part thereof unless and until it has secured the County Council's written approval of it and has thereafter implemented and complied with the Travel Plan in accordance with the requirements and timetable of the approved Travel Plan.
- 4.1.3 Without prejudice to the approved Travel Plan the Owner shall not Occupy nor permit Occupation of the Land (or any part thereof unless and until it has appointed a travel plan co-ordinator for the whole of the Land to implement the Travel Plan and has notified the County Council in writing of such appointment.
- 4.1.4 Not to Occupy or permit Occupation of the Development until it has provided to the County Council the Travel Plan Security Sum
- 4.1.5 Where in the opinion of the County Council acting reasonably the Owner fails at any time to deliver or comply with any or all of the measures/targets contained within the Travel Plan or becomes bankrupt or goes into liquidation or enters administrative receivership the County Council may call upon the Travel Plan Security Sum so as to pay any sum as may be certified by the County Council to be required up to the value of the Travel Plan Security Sum in order to remedy the Owner's failure to achieve and implement the agreed measures/targets contained in the Travel Plan, or to pay any sum required in respect of such alternative measures as the County Council in its absolute discretion determines will achieve the overall aims of the Travel Plan
- 4.2 Upon the conclusion of the Travel Plan the Owner shall make a written request to the County Council requesting that the County Council releases the Travel Plan Security Sum or (if the County Council has realised part of the Travel Plan Security Sum) such figure remaining.
- 5. Asset Protection Agreement
- 5.1 Not to Commence the Development unless and until the Owner has first entered into the Asset Protection Agreement and provided written evidence of the same to the County Council.

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

DEFINITIONS

“Affordable Housing”	affordable housing as defined in the NPPF (Annex 2) or any subsequent amendment or modification or replacement of the NPPF or in any regulation statute or guidance issued and relating to affordable housing
“Affordable Housing Land”	those parts of the Land upon which the Owner is to construct or procure the construction of the Affordable Housing Units and including all curtilage thereto
“Affordable Housing Units”	40% of the total number of Residential Units to be constructed in accordance with the Permission (together with associated car parking spaces to comply with the Borough Council’s minimum parking standards for residential dwellings) and used for the purposes of Affordable Housing as an Affordable Rent Unit or an Intermediate Housing Unit (as the case may be)
“Affordable Rent”	the sum of the rent element and the Service Charge payable from the date of first occupation in respect of the relevant Affordable Rent Unit which shall not exceed the lower of 80% of the Market Rent or the Local Housing Allowance Levels
“Affordable Rent Unit”	those Affordable Housing Units let to applicants for Affordable Housing Units at Affordable Rent
“Chargee”	any mortgagee or chargee of the HARP or other party who has provided loan facilities to the HARP or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including any housing administrator
“HARP”	a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with the HE and/or a registered provider of social housing pursuant to section 80 of the Housing and Regeneration Act 2008 and which has been approved in writing by the Borough Council
“HARP Transfer”	the transfer deed of the Affordable Housing Units to a HARP at the Transfer Price and incorporating the Transfer Requirements
“HE”	Homes England (or its successor in function from time to time)

<p>“Intermediate Housing Units”</p>	<p>Those Affordable Housing Units to be offered by the HARP to applicants for Affordable Housing which meet the definition set out in paragraph (d) of the term Affordable Housing in Annex 2: Glossary of the NPPF (but not equity loans) or a subsequent or replacement tenure as may be agreed between the Borough Council and the Owner in writing and to be provided in accordance with the requirements of this Schedule 2</p>
<p>“Local Housing Allowance Levels”</p>	<p>the rental allowance rate for a property of the size and in the location of the relevant Affordable Rent Unit calculated by reference to the tables maintained by the Valuation Office Agency (or such equivalent means of calculation that may vary or replace it) as updated from time to time</p>
<p>“Market Rent”</p>	<p>an assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming:</p> <ul style="list-style-type: none"> (a) a willing landlord and a willing tenant; (b) an arm’s length transaction; (c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for the agreement of the rent and other letting terms, and for the completion of the letting; (d) that the lease terms are appropriate for a letting of the type and class of the subject property; (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion; and (f) that the terms of this Deed are disregarded, <p>and the Market Rent shall be approved by the Borough Council, such approval not to be unreasonably withheld or delayed</p>
<p>“NPPF”</p>	<p>the National Planning Policy Framework document published February 2019 and any subsequent revision or replacement of it together with any technical guidance and policy documents or circulars issued thereunder</p>
<p>“Nominations Agreement”</p>	<p>a nominations agreement between the HARP and the Borough Council affording the Borough Council nomination rights in respect of the relevant Affordable Housing Unit</p>
<p>“Nominations Policy”</p>	<p>the Borough Council’s allocations policy (or such other relevant policy as the Borough Council shall from time to time reasonably adopt)</p>
<p>“Open Market Units”</p>	<p>the Residential Units which are general market housing for sale on the open market and which are not Affordable Housing Units</p>
<p>“Open Market Value”</p>	<p>the open market value of the Affordable Housing Units with the benefit of the Permission but disregarding the fact that the Affordable Housing Units are constructed or are to be constructed for Affordable Housing purposes and assuming that there are no Affordable Housing restrictions thereon and further assuming that all the said units are private and available for sale on the open market and having</p>

	regard to all other relevant circumstances and the Open Market Value shall be approved by the Borough Council
“Protected Tenant”	<p>any tenant who:</p> <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit or (b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit or (c) has been granted a shared ownership lease by a HARP (or similar arrangement where a share of the Affordable Housing Unit is owned by the HARP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the HARP all the remaining shares so that the tenant owns the entire Affordable Housing Unit that is subject to the shared ownership lease
“Register”	the Borough Council’s LetSelect Register or such other register of Applicants as the Borough Council shall from time to time reasonably adopt
“Reserved Matters Area”	an area of the Development which is subject to approval under a Reserved Matters Application
“Service Charge”	the amount payable by the occupant of any Affordable Housing Unit for all communal services repairs maintenance improvements insurance of the building and curtilage plus estate management costs and ground rent to the extent that the costs have been reasonably incurred and remain at a reasonable level that will remain affordable for occupants
“Staircasing”	in connection with the Affordable Housing Units the acquisition after the date of the initial purchase by the occupier of additional tranches of equity within the said unit and references to “Staircase” or “Staircased” shall be construed accordingly
“Transfer Price”	<p>A consideration that allows the HARP:</p> <ul style="list-style-type: none"> (a) to provide the Affordable Rent Units at an Affordable Rent in accordance with paragraph 4 of this Schedule Two, (b) to provide any Intermediate Housing Units which are shared ownership at an initial tranche of equity share transferred to a tenant of between 25% and 75% of the Open Market Value and place a limit on the rental element of shared ownership or shared equity units up to a maximum annual rent equivalent to 2.75% of the equity retained by the HARP (excluding reasonable Service Charges) and that ensure that the Affordable Housing Units shall remain affordable to occupiers

	when taking into account all mortgage costs rent and Service Charges in respect of the Affordable Housing Units.
“Transfer Requirements”	The requirements of paragraph 2.2 of this Schedule Two

OBLIGATIONS

The Owner undertakes to the Borough Council as follows:-

1 Amount, tenure type, size and location of Affordable Housing

- 1.1 At its own cost to construct or procure the construction of the Affordable Housing Units on the Land in accordance with paragraphs 1.2, 1.3, 1.4 and 1.5 of this Schedule.
- 1.2 The Affordable Housing Units shall consist of:
- 1.2.1 65% (sixty five percent) Affordable Rent Units;
- 1.2.2 35% (thirty five percent) Intermediate Housing Units.
- 1.3 Unless otherwise agreed with the Borough Council the Affordable Housing Units shall comprise the following mix of sizes:

Type of Accommodation	% of Total Number of Affordable Housing Units according to tenure
<u>Affordable Rent Units</u>	
1 bed Residential Units	26
2 bed Residential Unit	47
3 bed Residential Unit	22
4 bed Residential Unit	6
<u>Intermediate Housing Units</u>	
1 bed Residential Unit	24
2 bed Residential Unit	49
3 bed Residential Unit	22
4 bed Residential Unit	4

- 1.4 The Affordable Housing Units shall be seamlessly integrated and distributed throughout the Development.
- 1.5 The exact location of the Affordable Housing Units shall be agreed in writing with the Borough Council prior to Commencement of Development within a Reserved Matters Area and the Owner shall not Commence Development of the Reserved Matters Area until the specific size, tenure and location of each Affordable Housing Unit within that Reserved Matters Area has been agreed in writing with the Borough Council provided that 40% of the total number of Residential Units constructed within each Reserved Matters Area shall be Affordable Housing Units unless otherwise agreed with the Borough Council.

2. Delivery of Affordable Housing

- 2.1. Not to Occupy nor permit the Occupation of more than 80% (Eighty percent) of the Open Market Units until:
 - 2.1.1 100% of the Affordable Housing Units have been constructed; and
 - 2.1.2 the unencumbered freehold of the Affordable Housing Land has been transferred to the HARP with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule Two and ready for immediate Occupation.
- 2.2. Each HARP Transfer shall include:
 - 2.2.1 a grant of full and free rights of access both pedestrian and vehicular from the public highway or roads intended to become public highway to the Affordable Housing Units;
 - 2.2.2 a grant of full and free rights to the passage of services through service media on the Development up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains; and
 - 2.2.3 as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units.

3. Intermediate Housing Units

- 3.1. Not to use the Intermediate Housing Units for any purpose other than for the provision of Intermediate Housing Units.
- 3.2. The Intermediate Housing Units shall be sold or leased on initial sales or letting of between 25% and 75% of the Open Market Value.
- 3.3. The initial rent payable in respect of an Intermediate Housing Unit shall not exceed 2.75% of the capital value of the unacquired percentage at the point of initial sale.

4. Affordable Rent Units

- 4.1. Not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
 - 4.1.1 at an Affordable Rent in respect of each Affordable Rent Unit
 - 4.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 4.2. Not to dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement and the Borough Council's Nominations Policy to persons or households on the Register unless otherwise agreed in writing by the Borough Council.

5. Staircasing

The HARP shall apply any net capital receipt received as a result of any Staircasing or other staged purchase by a tenant of an Affordable Housing Unit to provide Affordable Housing in the Borough of Fareham (less reasonable costs incurred by the HARP as approved by the Borough Council).

6. Release of affordable housing provisions

- 6.1. The restrictions set out in this Schedule Two shall not apply to the following:

- 6.1.1 any individual occupier owner or tenant of an individual Open Market Unit or their successors in title or their mortgagee or charge and respective successors in title
- 6.1.2 any Protected Tenant or any successor in title to a Protected Tenant
- 6.1.3 any mortgagee or chargee of a Protected Tenant or other party who has provided loan facilities to the Protected Tenant or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise
- 6.1.4 any purchaser from any of the parties named in paragraphs 6.1.1, 6.1.2 and 6.1.3 above of an individual Affordable Housing Unit;
- 6.1.5 a Chargee who seeks to dispose of the whole or any part of the Affordable Housing Land where there has been a bona fide default by the HARP of the terms of such mortgage or financial charge PROVIDED THAT the Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 1 (one) month's prior written notice to the Borough Council of its intention to dispose and:
 - 6.1.5.1. in the event that the Borough Council responds within 1 (one) month from receipt of the notice referred to above indicating that arrangement for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer
 - 6.1.5.2. if the Borough Council does not serve its response to the notice referred to above within 1 (one) month of receipt of the said notice then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from time of completion of the disposal permanently cease to apply
 - 6.1.5.3. if the Borough Council cannot within 2 (two) months of the date of service of its response under paragraph (a) above complete such a transfer then provided that the Chargee shall have complied with its obligations under this paragraph 6.1.5 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule Two which shall from the time of completion of the disposal permanently cease to apply

PROVIDED THAT at all times the rights and obligations in this paragraph 6.1.5 shall not require the Chargee to act contrary to its duties under the mortgage or charge **AND PROVIDED ALSO THAT** notwithstanding the other provisions of this paragraph 6.1.5 the Chargee shall not be required to dispose of the Affordable Housing Units (or any of them) for a consideration that is less than the amount due and outstanding to the Chargee under the terms of the relevant mortgage or charge including all accrued principal monies and interest and all costs and expenses incurred by the Chargee.

SCHEDULE THREE

OPEN SPACE OBLIGATIONS

DEFINITIONS

“Minimum Requirement”	A size not less than that calculated in accordance with Table 1 (for Open Space or Sports Area as the case may be) at Appendix 1
“Open Space”	Land to be provided as public open space of such area not less than the Minimum Requirement
“Open Space Maintenance Contribution”	The sum of £6.73 (six pounds and seventy three pence) per square metre of the Open Space provided on the Land in accordance with the provisions of this Schedule Three, which for the purposes of calculating the amount of this contribution shall exclude any Pedestrian Cycle Path than runs through the Open Space towards the maintenance of the Open Space
“NEAP”	A neighbourhood equipped area of play of not less than 1,000 square metres in size to be provided as a play area
“NEAP Maintenance Contribution”	The sum of £92,000 towards the maintenance by the Borough Council of the NEAP
“Pedestrian Cycle Path”	Paths within the Open Space and Sports Area suitable for cycle and pedestrian use of at least 3 metres in width, which for the avoidance of doubt shall at least join with and provide access to and from the boundary of the Land at Cams Bridge and at Upper Cornaway Lane
“Pedestrian Cycle Path Maintenance Contribution”	The sum of £76.70 (seventy six pounds and seventy pence) per square metre of Pedestrian Cycle Path provided in accordance with the provisions of this Schedule Three and transferred to the Borough Council to be put towards the maintenance by the Borough Council of Pedestrian Cycle Path
“Scheme of Works”	A scheme of works to include the means for the formation, laying out and provision of the NEAP, Open Space and Sports Area, which must include:- <ul style="list-style-type: none"> • a scaled plan identifying the location of the NEAP, Open Space, Sports Area and Pedestrian Cycle Paths; • specifications and building materials; • surfacing and boundary treatment; • play equipment proposed for the NEAP; • street furniture, lighting and any other proposed structures or sculptures; and • other cycle and/or pedestrian paths
“Sports Area”	Land to be provided as dedicated outdoor playing pitches, courts, greens, athletics tracks or training areas of such area not less than the Minimum Requirement

“Sports Area Maintenance Contribution”	The sum of £17 (seventeen pounds) per square metre of the Sports Area provided on the Land in accordance with the provisions of this Schedule Three, which for the purposes of calculating the amount of this contribution shall exclude any Pedestrian Cycle Path than runs through the Sports Area towards the maintenance of the Sports Area
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OBLIGATIONS

The Owner undertakes to the Borough Council as follows:-

1. NEAP, Open Space, Sports Area and Pedestrian Cycle Path

- 1.1 Not to submit a Reserved Matters Application for any part of the Land which is proposed to include the NEAP, Open Space or Sports Area unless it makes provision for such NEAP, Open Space and Sports Area and the Pedestrian Cycle Path(s).
- 1.2 Not to Commence the Development unless the Scheme of Works has been submitted to and approved in writing by the Borough Council.
- 1.3 Not to Occupy nor permit the Occupation of more than 135 (one hundred and thirty five) Residential Units unless the NEAP, Open Space and Sports Area and Pedestrian Cycle Path(s) have been Completed in accordance with the approved Scheme of Works and to the written satisfaction of the Borough Council; and have been transferred to the Borough Council for £1 (one pound) (“the Transfer”) together with such reasonably necessary rights, access, easements to permit the Borough Council to access the NEAP, Open Space and Sports Area and Pedestrian Cycle Path(s) for management and maintenance purposes and for the public to access the NEAP, Open Space and Sports Area and Pedestrian Cycle Path(s).
- 1.4 Not to Occupy nor permit the Occupation of more than 135 (one hundred and thirty five) Residential Units unless the Open Space Maintenance Contribution has been paid to the Borough Council (which for the avoidance of doubt must not be paid later than the date of the Transfer).
- 1.5 Not to Occupy nor permit the Occupation of more than 135 (one hundred and thirty five) Residential Units unless the Sports Area Maintenance Contribution has been paid to the Borough Council (which for the avoidance of doubt must not be paid later than the date of the Transfer).
- 1.6 Not to Occupy nor permit the Occupation of more than 135 (one hundred and thirty five) Residential Units unless the NEAP Maintenance Contribution has been paid to the Borough Council (which for the avoidance of doubt must not be paid later than the date of the Transfer).
- 1.7 Not to Occupy nor permit the Occupation of more than 135 (one hundred and thirty five) Residential Units unless the Pedestrian Cycle Path Maintenance Contribution has been paid to the Borough Council (which for the avoidance of doubt must not be paid later than the date of the Transfer).
- 1.8 In the event that the Minimum Requirement for the Sports Area cannot be provided on the Development the Borough Council may (at its absolute discretion acting reasonably) agree to accept a commuted sum payment in lieu of the onsite provision,

the amount of such commuted sum to be agreed between the Owner and the Borough Council

SCHEDULE FOUR

ENVIRONMENTAL AND HABITAT OBLIGATIONS

DEFINITIONS

“Solent Recreation Mitigation Strategy”	The Solent Recreation Mitigation Strategy published December 2017 (or such amended or replaced version published from time to time)
Solent Recreation Mitigation Strategy Contribution”	A sum towards the Solent Recreation Mitigation Strategy such sum (in pounds sterling) to be calculated by reference to the number of Residential Units comprised in the Development as follows: <ul style="list-style-type: none">• £361 for each Residential Unit comprising a one bedroom Residential Unit• £522 for each Residential Unit comprising a two bedroom Residential Unit• £681 for each Residential Unit comprising a three bedroom Residential Unit• £801 for each Residential Unit comprising a four bedroom Residential Unit• £940 for each Residential Unit comprising a Residential Unit with five bedrooms or more

OBLIGATION

The Owner undertakes to the Borough Council as follows:-

1. Solent Disturbance Mitigation Project

1.1 The Owner undertakes to the Borough Council not to Commence the Development unless the Solent Recreation Mitigation Strategy Contribution has been paid to the Borough Council.

SCHEDULE FIVE

EDUCATION

DEFINITIONS

“Nursery Contribution”	the sum of £350,000 (three hundred and fifty thousand pounds) to be applied towards the cost of additional accommodation to meet the demands from the additional pre-school places needed at a local pre-school or nursery provision which can be at a provision on an existing local school site such as Red Barn Primary or Northern Infant and Junior Schools
“School Contribution”	<p>the sum to be calculated in accordance with the following formula: $A \times B \times C = \text{School Contribution}$ Where: A = the number of Dwellings with two beds or more B = pupil yield of 0.3 child per Dwelling of two beds or more C = £17,971</p> <p>to be applied towards the cost of the expansion of or infrastructure improvements to Red Barn Primary School and/or Northern Infant and Junior School</p>
“School Travel Plan Contribution”	<p>the sum of £42,000 (forty two thousand pounds) (revenue funding) to be applied towards the cost of the production and monitoring of school travel plans to the primary and secondary phase schools serving the Development, to support active travel initiatives and to provide additional travel to school infrastructure such as cycle storage or improvements to cycleways and footpaths in the vicinity of the schools serving the Development</p>

OBLIGATIONS

The Owner undertakes to the County Council and the Council as follows:-

1 Progress of development

To give notice to the County Council on the following occasions:

- 1.1 Not less than five (5) Working days’ notice of the anticipated date of Initiation of the Development
- 1.2 Not less than five (5) Working Days’ notice prior to the first Occupation of any of the Residential Units; and
- 1.3 Not less than five (5) Working Days’ notice prior to the first Occupation of the fiftieth (50th) Residential Unit; and

1.4 Not less than five (5) Working Days' notice prior to the first Occupation of the one hundredth (100th) Residential Unit.

2 Payment of contributions

2.1 To pay the School Travel Plan Contribution in full to the County Council prior to the Initiation of the Development.

2.2 To pay the School Contribution in full to the County Council in the following instalments:

2.2.1 ten percent (10%) of the School Contribution in full prior to Initiation of the Development

2.2.2 forty percent (40%) of the School Contribution in full prior to the Occupation of the fiftieth (50th) Residential Unit

2.2.3 the remaining fifty percent (50%) of the School Contribution in full prior to the Occupation of the one hundredth (100th) Residential Unit

2.3 To pay the Nursery Contribution in full to the County Council prior to Initiation of Development

2.4 not to Initiate the Development nor permit the Initiation of Development until the payments referred to at paragraphs 2.1. 2.2.1 and 2.3 above have been paid in full to the County Council.

2.5 not to Occupy nor permit the Occupation of any more than forty nine (49) of the Residential Units until the payment referred to at paragraph 2.2.2 above has been paid in full to the County Council.

2.6 not to Occupy nor permit the Occupation of any more than ninety nine (99) of the Residential Units until the payment referred to at paragraph 2.2.3 above has been paid in full to the County Council.

SCHEDULE SIX

ON-SITE ROUTES AND CAMS BRIDGE

DEFINITIONS

“available for use by the public”	made available for use by the public to pass and repass (subject to the provisions of this Schedule Six) without undue hindrance or interruption at all times
“Cams Bridge”	Cams Bridge, Fareham as shown on Plan 2
“Cams Bridge Improvement Works”	the works authorised by planning permission given statutory reference P/18/0001/OA and as shown in principle on drawing reference ITB12212-GA-023 Rev B
“On-Site Routes”	the roads, footpaths and footways to be constructed within the Development
“Plan 3”	Drawing reference [249501/JC001 Rev A appended to this Deed and marked ‘Plan 3’]

OBLIGATIONS

The Owner undertakes to the Borough Council and County Council as follows:-

1. On-Site Routes

Unless otherwise agreed with the Borough Council and the County Council, upon Completion of the On-Site Routes or such part thereof, to make the On-Site Routes available for use by the public at all times PROVIDED THAT nothing in this Deed shall prevent the Owner from displaying appropriate notices or lodging appropriate statements to prevent the public claiming use as of right or public or private rights of way accruing over it nor any part in the case of emergency or for safety, maintenance and repair requirements (and nothing shall prevent the reasonable use of the relevant areas by emergency, operational, refuse or maintenance/servicing vehicles).

2Cams Bridge Improvement Works

Not to Occupy nor permit the Occupation of more than 25 Residential Units comprised in the Development unless the Cams Bridge Improvement Works have been Completed to the written satisfaction of the Borough Council and the County Council.

3Cams Bridge Access

Not to Commence the Development unless and until the Owner has submitted to and obtained the written approval of the Borough Council and the County Council (such approval not to be unreasonably withheld or delayed) to a scheme or agreement which shows that prior to Occupation of 25 (twenty-five) Residential Units the general public will have pedestrian and cycle rights of access and egress in perpetuity and free of charge from the Land over Cams

Bridge to The Thicket to connect to adopted highway and to ensure that such rights remain in perpetuity.

Appendix 1

Table 1

Calculating Minimum Requirement based on the number and size of units comprised in the Development		
	Open Space (square metres per unit)	Sports Area (square metres per unit)
Unit Size		
1 Bed	20.70	16.56
2 Bed	29.40	23.52
3 Bed	38.70	30.96
4 Bed	46.35	37.08
5+ Bed	49.80	39.84
Studio	15.00	12.00
Elderly 1bed	15.00	12.00
Elderly 2 bed	18.00	14.40

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED AS A DEED by)
LAWRENCE TREVOR HAMBLLEN)
In the presence of:)
)
Witness Signature:)
Witness Name:)
Witness Address:)
)
Witness Occupation:)

EXECUTED AS A DEED by)
MICHAEL HAMBLLEN)
In the presence of:)
)
Witness Signature:)
Witness Name:)
Witness Address:)
)
Witness Occupation:)

EXECUTED AS A DEED by)
JENNIFER ANN HAMBLLEN)
In the presence of:)
)
Witness Signature:)
Witness Name:)
Witness Address:)
)
Witness Occupation:)

EXECUTED AS A DEED by)
DAVID GEORGE KNELLER)
In the presence of:)
)
Witness Signature:)
Witness Name:)
Witness Address:)
)
Witness Occupation:)