

**Planning Obligation by Deed under Section 106 of the Town and Country Planning Act  
1990**

relating to the development of land at the Triangle Site, South of Brownhill Way, Nursling,  
Southampton SO16 9LL

Dated :

30<sup>th</sup> August

2013

**SOUTHAMPTON CITY COUNCIL (1)**

**TIMOTHY JOBLING AND RICHARD MICHAEL MOYSE (2)**

DATE

30<sup>th</sup> August

2013

**PARTIES**

- (1) **SOUTHAMPTON CITY COUNCIL** of Civic Centre Southampton SO14 7PE ("the Council")
- (2) **TIMOTHY JOBLING AND RICHARD MICHAEL MOYSE** of New Kings Court, Tollgate, Chandler's Ford, Eastleigh Hampshire SO53 3LG and of The Estate Office, Longdown, Marchwood, Southampton, Hampshire SO40 4UH (together the Owner")

**RECITALS**

- A The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- B The Owner is the freehold owner of the Land being part of the title land registered with title absolute at the Land Registry under Title Number HP606431.
- C The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- D The Council has resolved to grant the Permission subject to the prior completion of this Deed.
- E The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- F The Owner has agreed to be a party to this Deed and consent to this Deed being entered into and to the obligations becoming binding on the Land.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"the Act"	The Town and Country Planning Act 1990 (as amended)
"Additional Amount"	The amount calculated in accordance with Clause 17.1 and 17.3 hereof (and references to "the Revised Amount" shall mean the original amount of any contribution plus the Additional Amount)
"Affordable Housing"	Affordable housing as defined in policy CS15 and the glossary the Southampton City Council Local Development

	Framework Core Strategy January 2010
"Affordable Housing Units"	3 of the Residential Units within the Development which are identified for use for the purposes of Affordable Housing in accordance with the terms of this Deed
"Application"	The application for full planning permission dated 20 <sup>th</sup> April 2012 submitted to the Council for the Development and allocated reference number 12/00596/FUL.
"Chargee"	Any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or other relevant legislation or the successors in title to such receiver or manager
"Completed"	Practically complete save for minor snagging items such that it is reasonably fit for occupation (and "Completed" and "Completion" shall be construed accordingly)
"Conditions Precedent"	The conditions contained in clause 4
"Contributions"	The Highway Works Contribution, the Open Space Contribution and the Sports Pitches Contribution
"Deed"	This planning obligation made by deed
"Development"	The Development of the Land with the erection of 14 dwellings (11 x 3 bedroom detached, 2 x 2 bedroom terrace and 1 x 3 bedroom terrace) with associated parking, vehicular and pedestrian access and space for children's play as set out in the Application.
"the Development Plan"	The City of Southampton Local Plan (2006) and the Local Development Framework Core Strategy Development Plan Document January 2010
"the Enabling Powers"	Section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, 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.
"Highway Condition Survey"	A survey to identify the current condition of the adopted highway in the vicinity of the Land namely Lower Brownhill Road from the junction with Brownhill Way to the Site which shall include:- <ul style="list-style-type: none"> <li>▪ a plan which identifies the area covered by the survey;</li> <li>▪ a written report detailing the current condition of the adopted roads and footways in the vicinity of the Land;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ a list of defects in the adopted highway that exist prior to Implementation including specific photographs identifying the individual defects;</li> <li>▪ a photographic overview of the adopted roads and footways in the vicinity of the Land; and</li> <li>▪ an estimate of the size, types and level of construction traffic expected to service the Land during the construction of the Development</li> </ul>
"Highway Works"	<p>The provision of:-</p> <p><b>1. Site Specific Transport Contribution</b></p> <ul style="list-style-type: none"> <li>▪ A contribution towards parking improvements in the near vicinity of the site to reduce the demand of on carriageway parking and to provide a pedestrian link facility and improvement to the footpaths on the far side of Lower Brownhill Road £20,000.00</li> <li>▪ A contribution towards the making of a Traffic Regulation Order to prevent parking adjacent to the entrance to the Land to keep sight lines clear of obstruction £4,500.00</li> </ul> <p>Total: £24,500.00</p> <p><b>2. Strategic Transport Contribution</b></p> <ul style="list-style-type: none"> <li>• Contributions addressing the wider transport impact of the Development and funding Transport Infrastructure projects beyond the Land and its immediate surroundings, located on the transport corridor/s serving the Development</li> </ul> <p>14 Houses x £720 =£10,080.00</p> <p>Total= £10,080.00</p>
"Implementation"	<p>Commencement of development pursuant to the Permission by the carrying out of a "material operation" (as defined in section 56(4) of the Act) save that for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, 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 "Implement" and "Implemented" shall be construed accordingly)</p>
"Index"	<ul style="list-style-type: none"> <li>▪ (in the case of amounts referred to in Clause 17.1) the Civil Engineering Prices Formula and</li> <li>▪ (in the case of amounts referred to in Clause 17.3) the</li> </ul>

	<p>Retail Prices Index issued by the Office for National Statistics;</p> <ul style="list-style-type: none"> <li>▪ or during any period when no such indices exist the Index which replaces the same or is the nearest equivalent thereto as the Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation</li> </ul>
"Interest"	Means interest at 4 per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due)
"the Land"	The land against which this Deed may be enforced shown edged with a bold black line on the Plan
"Legal Costs"	The Council's legal costs in connection with the preparation and completion of this Deed in the sum of £950.00
"Market Housing Units"	Residential Units within the Development which are not Affordable Housing Units
"the Monitoring Charge"	The costs of the council's Planning Agreements Officer for monitoring compliance with the terms of this Deed in the sum of £825.00
"Occupation" and "Occupied"	Occupation for the 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
"On –Site Play Area Scheme"	<p>A scheme for the provision and future maintenance of the On-Site Play Area, to include:-</p> <ul style="list-style-type: none"> <li>▪ a scaled plan identifying the location of the On-Site Play Area</li> <li>▪ a scheme of works for the provision of the On-Site Play Area identifying the equipment, surfacing and boundary treatment conforming to National Playing Fields Association standards for a Local Area for Play (LAP)</li> <li>▪ a scheme for future maintenance of the On-Site Play Area in compliance with standard BSEN1176 ensuring that the On-Site Play Area is maintained by way of a transfer to the Council together with the Council required commuted maintenance sum</li> </ul>
"On Site Play Area"	A Local Area for Play conforming to the National Playing Fields Association Standards to be provided for and maintained in accordance with the "On Site Play Area



The information is supplied in good faith  
 and is not intended to constitute an offer.  
 Site location and ownership plan  
 Date: 15/01/2014  
 Drawn by: [Name]  
 Checked by: [Name]

**TURLEY ASSOCIATES**  
 www.turleyassociates.co.uk

**ANNOUNCED LABORATORY**

*Richard Michael Hoyn*  
*by his attorney*  
*W. D. H. B. S. A.*  
*Trusty John by*  
*his attorney*  
*J. S. S. A.*



1:2,500

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	<b>Scheme”</b>
“the Open Space Contribution”	The sum of £3,782.00 towards the upgrade and improvement to the existing public open space at Lordshill Recreation Ground or such other areas of public open space that the Council notifies to the Owner.
“Plan”	The plan attached to this Deed
“the Permission”	The full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in Schedule 3
“Post Development Highway Condition Survey”	A survey of the area outlined in the Highway Condition Survey to identify; <ul style="list-style-type: none"> <li>▪ any damage to the adopted highway caused by and during the construction of the Development, and;</li> <li>▪ a list of repairs which are required to put the adopted highway into the condition it was in prior to the construction of the Development as recorded in the Highway Condition Survey</li> </ul>
“Qualifying Occupiers”	Meaning residents who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income
“Registered Provider”	A registered provider as such under the Housing and Regeneration Act 2008 who has been agreed between the Owner and the Council for the purposes of this Deed
“Residential Units”	Individual units within the Development to be used for residential purposes.
“Sports Pitches Contribution”	The sum of £4,186.00 towards the upgrade of Southampton City’s stock of playing
“Working Day(s)”	Days on which banks in the City of London are open to the public

## 2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or 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 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.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 Act or deriving validity from it.
- 2.6 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 Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act and the Enabling Powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

### **4 CONDITIONS PRECEDENT**

This Deed is conditional upon:-

- 4.1 the grant of the Permission; and
- 4.2 the Implementation of the Permission

save for the provisions of Clauses 13 20 22 23 which shall come into effect immediately upon completion of this Deed.

### **5 THE OWNER'S COVENANTS**

The Owner **HEREBY** covenants with the Council that it will observe and perform the covenants on its part contained in Schedule One.

### **6 THE COUNCIL'S COVENANTS**

Subject to the performance by the Owner of its obligations under this Deed the Council hereby covenants with the Owner that it will observe and perform the covenants on its part contained in Schedule Two.

### **7 RELEASE AND LAPSE**



- 7.1 It is hereby agreed that the Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after they shall have parted with all of their respective interests in the Land.
- 7.2 It is further agreed that this Deed shall lapse and be of no further effect if:
- 7.2.1 the Permission shall lapse without having been Implemented; or
  - 7.2.2 the Permission shall be varied or revoked other than with the consent of the Owner; or
  - 7.2.3 the Permission is quashed following a successful legal challenge
- 7.3 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.

**8 LOCAL LAND CHARGE**

- 8.1 This Deed is a local land charge and shall be registered as such by the Council.
- 8.2 Upon the full satisfaction of all the terms of this Deed the Owner shall request that the 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.

**9 DUTY TO ACT REASONABLY**

All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any Deed consent approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

**10 NO FETTER ON DISCRETION OR WAIVER**

- 10.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 10.2 Nothing in this Deed shall impose any contractual or other obligations on the Council to grant the Permission.
- 10.3 No waiver (whether expressed or implied) by the 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 Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

**11 WARRANTY AS TO TITLE**

The Owner hereby warrants to the Council that the title details referred to in Recital B are complete and accurate in every respect.

**12 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.

**13 THE COUNCIL'S COSTS**

13.1 The Owner hereby covenants with the Council that it will before the date of this Deed pay the Council's reasonable Legal Costs.

13.2 The Owner hereby covenants with the Council that it will on or before the date of this Deed pay the Council's Monitoring Charge.

**14 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 Council without the consent of any such third party.

**15 NOTIFICATION OF COMMENCEMENT/OCCUPATION**

The Owner covenants with the Council that it will:

15.1 notify the Council in writing of the date of Implementation within five Working Days of it occurring; and

15.2 notify the Council in writing of the date of Occupation for the first time of any part of the Development within five Working Days of it occurring together with the name and contact address of the party occupying; and

15.3 pay to the Council upon written demand its reasonable fees for additional monitoring caused by the Owner's non compliance with 15.1 or 15.2.

**16 NOTICES**

Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or by facsimile transmission in the following manner:

16.1 on the Council at the address shown above marked "for the attention of the Planning Agreements Officer" and bearing the reference S106 Agreement - 12/00596/FUL - Triangle Site at Lower Brownhill Way"

16.2 on the Owner at the address as detailed above or as notified by the Owner in writing to the Council;

## 17 CALCULATION OF THE ADDITIONAL AMOUNT

The formulae in Clause 17.1 and 17.3 shall apply in relation to the Contributions specified in Clauses 17.1 and 17.3.

### 17.1 Highway Works Contribution

The Additional Amount shall be calculated as follows:-

The Highway Works costs shall be apportioned to the following elements in accordance with the percentages quoted alongside each.

Labour	30%
Plant	15%
Aggregates	5%
Bricks	0%
Cement	5%
Roadstone etc.	25%
Gas Oil	10%
Timber	5%
Steel reinforcement	5%
Metal sections	0%
(Total)	(100%)

For each element the revised cost shall be calculated by applying the formula:

$$\text{Amount after variation} = A \times (B + C) - A$$

Where:

A = the apportioned amount for that element

B = the Index for the element is at the date the Contribution is due; and

C = the Index for that element as at 16 August 2012 being the date when the works were costed.

### 17.2 The Payment of the Additional Amount

The Additional Amount shall only be payable on or after 16 August 2013 if the Highway Works Contribution remains unpaid at that time.

**17.3 Open Space Contribution and Sports Pitches Contribution**

In the event of any increase (but not decrease) in the Index the Additional Amount shall be the difference between the amount of the whole or any part of the relevant Contribution and the sum calculated as follows:-

$$\text{Amount after variation} = A \times (B \div C) - A$$

Where:-

A = the relevant Contribution to be varied;

B = the Index at the date at which the relevant Contribution was paid; and

C = the Index at the date of this Deed

**18 PAYMENT OF THE CONTRIBUTIONS**

18.1 The Owner must pay the Contributions and the Additional Amount (if any) as detailed in Schedule 1 to the Council by either:

18.1.1 cheque made payable to Southampton City Council;

18.1.2 by BACS or telegraphic transfer

18.2 All payments must state the Application reference number and the address to which this Deed relates.

18.3 Payment by either method referred to in 18.1 must be made for the attention of the Planning Agreements Officer at Southampton City Council Civic Centre Southampton SO14 7PE.

18.4 Payment by either BACS or TT must also include in its reference that payment is for the attention of the Planning Agreements Officer.

**19 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 in addition to the Additional Amount.

**20 NOTIFICATION OF SUCCESSORS IN TITLE**

21.1 The Owner covenants with the Council that it will give immediate written notice to the Council 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.

**21 VAT**

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

**22 JURISDICTION**

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

**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 actual delivery of the Deed is authorised and agreed between the respective parties' appointed legal representatives or in the absence of one or more parties appointing a legal representative between the parties directly.

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

## SCHEDULE ONE

### The Owner's Covenants with the Council

The Owner covenants with the Council as follows:-

- 1 **Highway works**
  - 1.1 Prior to Implementation to pay to the Council the Site Specific Transport Contribution plus the Additional Amount (if any).
  - 1.2 Prior to Implementation to pay to the Council the Strategic Transport Contribution plus the Additional Amount (if any).
- 2 **On Site Play Area**
  - 2.1 Not to Implement the Development until the On Site Play Area Scheme has been submitted to and approved by the Council.
  - 2.2 Not to Occupy the Development until the approved On Site Play Area Scheme has been Implemented in full to the satisfaction of the Council.
  - 2.3 To keep the On Site Play Area maintained in accordance with the approved On Site Play Area Scheme and to transfer the On Site Play Area to the body approved under the On Site Play Area Scheme and to pay the Councils reasonable legal fees if the transfer is to the Council
- 3 **Open Space**
  - 3.1 Prior to Implementation to pay to the Council the Open Space Contribution plus the Additional Amount (if any).
- 4 **Sports Pitches**
  - 4.1 Prior to Implementation to pay to the Council the Sports Pitches Contribution plus the Additional Amount (if any).
- 5 **Highway Condition Survey**
  - 5.1 Prior to Implementation to submit to the Council for its approval a Highway Condition Survey.
  - 5.2 Not to Implement the Development until the Highway Condition Survey has been approved in writing by the Council.
  - 5.3 Not to Occupy any part of the Development until a Post Development Highway Condition Survey has been submitted to the Council for its approval.
  - 5.4 To secure the repairs identified in the Post Development Highway Condition Survey to rectify damage caused to the adopted highway during the

construction of the Development in line with the Council's quality standards by complying with either 5.4.1 or 5.4.2 below at the owner's election:

- 5.4.1 to carry out the repair works identified in the Post- Development Highway Condition Survey by no later than a date to be agreed in writing with the Council; or
- 5.4.2 to pay to the Council prior to first Occupation of any part of the Development or on an alternative date agreed with the Council a financial contribution (the amount of which is to be agreed between the Council and the Developer/Owner) in lieu of the owner undertaking the repair works identified in the Post Development Highway Condition Survey.

## **6 Affordable Housing**

In relation to Affordable Housing:-

- 6.1 To comply with the Council's requirements in relation to the site signage for the Affordable Housing Units.
- 6.2 The location size and tenure mixes of the Affordable Housing Units within the Development shall be as shown on a plan to be agreed in writing by the Owner and the Council prior to Implementation .
- 6.3 To procure that the Affordable Housing Units are completed no later than the date on which the last of the Market Housing Units is completed.
- 6.4 To ensure that the Affordable Housing Units remain affordable (subject to the provisions in paragraphs 6.9.2 and 6.10 hereof) to subsequent as well as initial Qualifying Occupiers and to include in any service charge provision to which the Affordable Housing Units are subject conditions which provide that the service charges and any ground rent payable by any Qualifying Occupier (or his successors in title) would not exceed an amount which would if payable result in the Affordable Housing Unit not being classed by the Council (acting reasonably) as low cost accommodation.
- 6.5 (Unless otherwise agreed in writing with the Council)
  - 6.5.1 (if the Owner is not a Registered Provider) not to Occupy any of the Market Housing Units without first having procured the disposal of the Affordable Housing Units (either freehold or leasehold (in the case of individual flats only) for a period of not less than 125 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this paragraph 6
  - 6.5.2 to construct the Affordable Housing Units in accordance with the Homes and Communities Agency's (or its successor's) quality or other funding compliance standards applicable at the time of entering into a development agreement JCT contract or building agreement with a Registered Provider.

- 6.6 (If the Owner is not a Registered Provider) to transfer the Affordable Housing Units to a Registered Provider at nil land value and the Registered Provider will pay to the Owner a reasonable build cost.
- 6.7 To procure that the Affordable Housing Units are constructed fully in accordance with all material consents and legal requirements and are free from defects fit for Occupation and provided with a safe means of access and egress from the public highway prior to their handover or transfer (whichever the case may be) to a Registered Provider.
- 6.8 With effect from the date on which they are Completed the Affordable Housing Units shall not be Occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.
- 6.9 It is agreed and declared that:
- 6.9.1 nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Developer in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;
- 6.9.2 the provisions of paragraph 6.4 and 6.8 above shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:
- 6.9.2.1 a statutory right to buy or to acquire pursuant to the Housing Act 1985 or Housing Act 1996 or the Housing and Regeneration Act 2008 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
- 6.9.2.2 it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100 percent; and
- 6.9.3 in the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by the Council (acting reasonably).
- 6.10 In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Units then the Chargee shall be entitled to exercise its power of sale free from the restrictions set out in paragraph 6 of this Schedule provided that the Chargee shall first have followed the procedure set out below:
- 6.10.1 the Chargee shall give a written and dated notice ("the Sale Notice") to the Council of its intention to exercise its power of sale and the date of this notice shall be the start date ("Start Date") for the purposes of clause 6.10.



- 6.10.2 at the same time as giving the Sale Notice the Chargee shall make an offer ("the Offer") being an amount based on their open market valuation ("the OMV") of the Affordable Housing Units (in accordance with the principles in 6.10.4.2) to sell the Affordable Housing Units to the Council (or to any nominated Registered Provider with the Council's consent) for the amount set out in the OMV or determined in accordance with sub-paragraph 6.10.6 ("the Purchase Price")
- 6.10.3 the Council may notify the Chargee in writing within one month of the Start Date whether or not it wishes to:-
- 6.10.3.1 accept the Offer based on the OMV; or
- 6.10.3.2 whether it can arrange for the Offer to be accepted by a Registered Provider who will accept the transfer of the Affordable Housing Units; or
- 6.10.3.3 refer the Offer to an independent surveyor under 6.10.6 below; or
- 6.10.3.4 whether it wishes to refuse the Offer.
- 6.10.4 if the Council shall notify the Chargee within the time specified within sub-paragraph 6.10.3 that either it wishes to accept the Offer or that a Registered Provider will accept the Offer then:
- 6.10.4.1 the Chargee shall co-operate with the Council to secure the transfer; and
- 6.10.4.2 the transfer to the Council or the Registered Provider shall be completed within two months of the date of notification under either 6.10.3.1 or 6.10.3.2 (or such longer period as may be agreed between the Chargee and the Council) ("the Completion Period").
- 6.10.5 The OMV shall represent the open market value of the Affordable Housing Units but subject to all or any tenancies of the Affordable Housing Units as may be subsisting at the date of the Sale Notice and disregarding the provisions of paragraph 6.4 and 6.8 of this Schedule
- 6.10.6 In the event that the Council serves a notice under 6.10.3.3 the Purchase Price shall be determined on the same basis of valuation as set out in 6.10.5 by an independent surveyor ("the Surveyor") (appointed not later than 7 days thereafter) experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by the Council and the Chargee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties and such appointment shall be made and accepted

upon the basis that he will be required to give his determination within one month of the date of his appointment

- 6.10.7 In the event that the Purchase Price is determined under the provisions of sub-paragraph 6.10.6 the transfer to the Council or to a Registered Provider shall be completed within 21 days of the date the Purchase Price is determined (or such longer period as may be agreed between the Chargee and the Council) ("the Shortened Completion Period").
- 6.10.8 if the Chargee does not wish to exercise its power of sale at any time after giving the Sale Notice or the Council does not wish to continue with the exercise of its power under the provisions of paragraph 6.10.3 that party shall give to the other not less than seven days' written notice of its intention to discontinue.
- 6.10.9 If either:
- 6.10.9.1 the Council fails to give notification to the Chargee within the time specified in sub-paragraph 6.10.3; or
  - 6.10.9.2 the Council having complied with the time periods specified in sub-paragraph 6.10.3 the transfer to either the Council or to a Registered Provider shall not be completed within the Completion Period or, if applicable, the Shortened Completion Period; or
  - 6.10.9.3 the Council shall serve notice of its intention to discontinue under sub-paragraph 6.10.8.
- then the Chargee shall be under no obligation to sell the Affordable Housing Units either to the Council or to a Registered Provider and shall be entitled to exercise its powers of sale without any of the provisions of paragraph 6 of this Schedule being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto.
- 6.10.10 the Council shall in formulating or promoting any arrangements referred to in sub-paragraph 6.10.3 give consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage.

## **SCHEDULE TWO**

### **Council's Covenants**

The Council covenants with the Owner as follows:-

- 1 It will issue the Permission as soon as is reasonably practicable after the date of this Deed.
- 2 Where any payment referred to in Schedule One is paid for a particular purpose it will not be used by the Council otherwise than for that purpose or for such other purpose for the benefit of the Development as the Owner and the Council shall agree.
- 3 In the event that the Contributions or any element or part of the Contributions remains unspent or committed unconditionally to be spent within 10 5 years after the date on which it is paid to the Council then the Council shall on written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions.
- 4 Upon written request from the Owner and upon payment of the Council's reasonable administration fee the Council shall provide to the Owner such evidence as it considers is reasonable to confirm the expenditure of the sums paid by the Owner under this Deed.
- 5 At the written request of the Owner and upon payment of the Council's reasonable administrative fee the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

**SCHEDULE THREE**

**Form of notice of planning permission**



## DETERMINATION OF APPLICATION

### TOWN AND COUNTRY PLANNING ACT 1990

#### Town and Country Planning (Development Management Procedure) (England) Order 2010

Turley Associates  
Mrs Rachel Lamb  
6th Floor North  
2 Charlotte Place  
Southampton  
SO14 0TB

In pursuance of its powers under the above Act and Regulations, Southampton City Council, as the Local Planning Authority, hereby gives notice that the application described below has been determined. The decision is:

#### **FULL APPLICATION - CONDITIONAL APPROVAL**

**Proposal:** Erection of 14 two-storey houses (12 x three bedroom and 2 x two bedroom) with associated parking, vehicular access from Lower Brownhill Road and space for a children's play area.

**Site Address:** Land At junction of Brownhill Way and Lower Brownhill Road

**Application No:** 12/00596/FUL

Subject to the following conditions.

#### 01. APPROVAL CONDITION - Full Permission Timing Condition - Physical works

The development works hereby permitted shall begin not later than three years from the date on which this planning permission was granted.

**Reason:**

To comply with Section 91 of the Town and Country Planning Act 1990 (as amended).

#### 02. APPROVAL CONDITION - Details of building materials to be used [Pre-Commencement Condition]

Notwithstanding the information shown on the approved drawings and application form no development works shall be carried out unless and until a written schedule of external materials and finishes has been submitted to and approved in writing by the Local Planning Authority. Development shall be implemented only in accordance with the agreed details. These shall include full details of the manufacturers, types and colours of the external materials to be used for external walls, windows, doors and the roof of the proposed buildings.

**Reason:**

To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavoring to achieve a building of visual quality.

12/00596/FUL/32918  
03.APPROVAL CONDITION - Landscaping, lighting & means of enclosure detailed plan [Pre-Commencement Condition]

Notwithstanding the submitted details before the commencement of any site works a detailed landscaping scheme and implementation timetable shall be submitted to and approved in writing by the Local Planning Authority, which includes:

- i. proposed finished ground levels or contours; public open space details; other vehicle pedestrian access and circulations areas, hard surfacing materials, structures and lighting;
- ii. planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/planting densities where appropriate;
- iii. details of any proposed boundary treatment, including retaining walls; and acoustic barrier and;
- iv. a landscape management scheme.

Any trees, shrubs, seeded or turfed areas which die, fail to establish, are removed or become damaged or diseased, within a period of 5 years from the date of planting shall be replaced by the Developer in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent to any variation. The Developer shall be responsible for any replacements for a period of 5 years from the date of planting.

Unless otherwise agreed in writing by the Local Planning Authority, the approved hard and soft landscaping scheme (including parking) for the site shall be carried out prior to occupation of the building or during the first planting season following the full completion of building works, whichever is sooner. The approved scheme implemented shall be maintained for a minimum period of 5 years following its complete provision.

Reason:

To improve the appearance of the site and enhance the character of the development in the interests of visual amenity. To ensure that the development makes a positive contribution to the local environment and, in accordance with the duty required of the Local Planning Authority by Section 197 of the Town and Country Planning Act 1990

04.APPROVAL CONDITION - Retention of Boundary Hedge [performance condition]

With the exception of areas of hedgerow to be removed to accommodate existing and future vehicular and pedestrian accesses, The existing hedgerow on the boundaries of the site with Brownhill Way and Lower Brownhill Road shall be retained in accordance with the landscape management plan (pursuant to condition 03 above). With the exception of maintenance works, including highway maintenance, no part of the hedge shall be cut back, cut down, uprooted or removed. In the event of any unauthorised damage to or removal of any part of the hedge occurring, replacement screen planting and/or boundary screening to a specification to be provided by the Local Planning Authority shall be carried out by the owner of the site within six months of the date at which the damage or removal was first brought to the attention of the landowner by the Local Planning Authority.

Reason:

In the interests of the character of the area and the local biodiversity.

05.APPROVAL CONDITION - Permitted Development Restriction - Access [performance condition]

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking and re-enacting that Order) no vehicular access other than that shown on the approved plan shall be formed to the site.

Reason

In the interests of highway safety and to ensure the retention of the boundary hedgerow in the interests of the character of the area.

06. APPROVAL CONDITION - Noise mitigation measures [pre-occupation condition]

Unless otherwise agreed in writing by the Local Planning Authority, the noise mitigation measures as set out in the submitted Mott MacDonald Noise Assessment dated 2011 shall be implemented before the development hereby approved first comes into occupation and thereafter retained as approved.

Reason:

To ensure future

07. APPROVAL CONDITION - Ecological Mitigation Statement [performance condition]

Unless otherwise agreed in writing by the Local Planning Authority, the Ecological Mitigation measures shall be implemented in accordance with the recommendations as set out in the submitted Ecosa Phase 2 Ecological Surveys dated May 2012.

Reason

To safeguard protected species under the Wildlife and Countryside Act 1981 (as amended) in the interests of preserving and enhancing biodiversity.

08. APPROVAL CONDITION - Protection of nesting birds [Performance Condition]

No clearance of vegetation likely to support nesting birds shall take place between 1 March and 31 August unless a method statement has been agreed in writing by the Local Planning Authority and works implemented in accordance with the agreed details.

Reason:

For the safeguarding of species protected by The Wildlife & Countryside Act 1981 (as amended) and the conservation of biodiversity.

09. APPROVAL CONDITION - Tree Retention and Safeguarding [Performance Condition]

All trees to be retained pursuant to any other condition of this decision notice shall be safeguarded during the course of all site works including preparation, demolition, excavation, construction, and building operations. No operation in connection with the development hereby permitted shall commence on site until the tree protection as set out in the submitted Barrel Tree Consultancy Arboricultural Impact Appraisal and Method Statement has been put in place. The tree protection measures shall remain in place for the duration of the construction works.

Reason:

To ensure that trees to be retained will be adequately protected from damage throughout the construction period.

10. APPROVAL CONDITION - Foul and Surface Water Disposal [pre-commencement condition]

Prior to the commencement of the development hereby approved, full details of the means of foul and surface water disposal shall be submitted to the Local Planning Authority for approval in writing. The development shall proceed in accordance with the agreed details.

Reason:

To secure a satisfactory form of development.

11. APPROVAL CONDITION - Archaeological Investigation [pre-commencement condition]

No development shall take place within the site until the implementation of a programme of archaeological work has been secured in accordance with a written scheme of investigation which has been submitted to and approved by the Local Planning Authority in writing.

Reason:

To ensure that the archaeological investigation is initiated at an appropriate point in the development.

#### 12. APPROVAL CONDITION - Archaeological work programme [performance condition]

The developer will secure the completion of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved by the Local Planning Authority in writing.

Reason:

To ensure that the archaeological investigation is completed.

#### 13. APPROVAL CONDITION - Hours of work for Demolition / Clearance / Construction [Performance Condition]

All works relating to the demolition, clearance and construction of the development hereby granted shall only take place between the hours of:  
 Monday to Friday 08:00 hours to 18:00 hours (8.00am to 6.00pm)  
 Saturdays 09:00 hours to 13:00 hours (9.00am to 1.00pm)  
 And at no time on Sundays and recognised public holidays.  
 Any works outside the permitted hours shall be confined to the internal preparations of the buildings without intrusive audible noise from outside the building, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To protect the amenities of the occupiers of existing nearby residential properties.

#### 14. APPROVAL CONDITION- Land Contamination investigation and remediation [Pre-Commencement & Occupation Condition]

Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved by the Local Planning Authority. That scheme shall include all of the following phases, unless identified as unnecessary by the preceding phase and approved in writing by the Local Planning Authority:

1. A desk top study including;
  - historical and current sources of land contamination
  - results of a walk-over survey identifying any evidence of land contamination
  - identification of the potential contaminants associated with the above
  - an initial conceptual site model of the site indicating sources, pathways and receptors
  - a qualitative assessment of the likely risks
  - any requirements for exploratory investigations.
2. A report of the findings of an exploratory site investigation, characterising the site and allowing for potential risks (as identified in phase 1) to be assessed.
3. A scheme of remediation detailing the remedial actions to be taken and how they will be implemented.

On completion of the works set out in (3) a verification report shall be submitted to the Local Planning Authority confirming the remediation actions that have been undertaken in accordance with the approved scheme of remediation and setting out any measures for



maintenance, further monitoring, reporting and arrangements for contingency action. The verification report shall be approved by the Local Planning Authority prior to the occupation or operational use of any stage of the development.

Any changes to these agreed elements require the express consent of the local planning authority.

Reason:

To ensure land contamination risks associated with the site are appropriately investigated and assessed with respect to human health and the wider environment and where required remediation of the site is to an appropriate standard.

#### 15. APPROVAL CONDITION- Unsuspected Contamination [Performance Condition]

The site shall be monitored for evidence of unsuspected contamination throughout construction. If potential contamination is encountered that has not previously been identified no further development shall be carried out unless otherwise agreed in writing by the Local Planning Authority.

Works shall not recommence until an assessment of the risks presented by the contamination has been undertaken and the details of the findings and any remedial actions has been submitted to and approved by the Local Planning Authority.

Any changes to the agreed remediation actions will require the express written consent of the Local Planning Authority.

Reason:

To ensure any land contamination not previously identified is assessed and remediated so as not to present any significant risks to human health or, the wider environment.

#### 16. APPROVAL CONDITION - Use of uncontaminated soils and fill [Pre-Commencement Condition]

Clean, uncontaminated soil, subsoil, rock, aggregate, brick rubble, crushed concrete and ceramic shall only be permitted for infilling and landscaping on the site. Any such materials imported on to the site must be accompanied by documentation to validate their quality and be submitted to the Local Planning Authority for approval prior to the occupancy of the site.

Reason:

To ensure imported materials are suitable and do not introduce any land contamination risks onto the development.

#### 17. APPROVAL CONDITION - Refuse & Recycling Bin Storage [performance condition]

The refuse and recycling bin storage shall be provided in accordance with the plans hereby approved before the dwellings to which the stores relate first come into occupation and thereafter retained as approved.

Reason:

In the interests of the visual appearance of the building and the area in general.

#### 18. APPROVAL CONDITION - Cycle Storage [performance condition]

The cycle storage shall be provided in accordance with the plans hereby approved before the dwellings to which the storage relates first come into occupation and thereafter retained as approved.

Reason:

To promote cycling as an alternative mode of transport to the private car

#### 19. APPROVAL CONDITION - Amenity Space Access [performance condition]

The gardens for the dwellings shown on the plans hereby approved, and pedestrian access to it, shall be made available as amenity space prior to the first occupation of each dwelling hereby permitted and shall be retained with access to it at all times for the use of all occupiers of the development .

**Reason:**

To ensure the provision of adequate amenity space in association with the approved dwellings.

**20. APPROVAL CONDITION - Construction Method Statement [Pre-commencement condition]**

Before any development or demolition works are commenced details shall be submitted to and approved in writing by the Local Planning Authority making provision for a Construction Method Statement (CMS) for the development. The CMS shall include details of: (a) parking of vehicles of site personnel, operatives and visitors; (b) loading and unloading of plant and materials; (c) storage of plant and materials, including cement mixing and washings, used in constructing the development; (d) treatment of all relevant pedestrian routes and highways within and around the site throughout the course of construction and their reinstatement where necessary; (e) measures to be used for the suppression of dust and dirt throughout the course of construction; (f) details of construction vehicles wheel cleaning, and, (g) details of how noise emanating from the site during construction will be mitigated. The approved CMS shall be adhered to throughout the development process unless agreed otherwise in writing by the local planning authority.

**Reason:**

In the interest of health and safety, protecting the amenity of local land uses, neighbouring residents, the character of the area and highway safety.

**21. APPROVAL CONDITION - Code for Sustainable Homes [performance condition]**

Within 6 months of any part of the development first becoming occupied, written documentary evidence proving that the development has achieved at minimum Level 4 of the Code for Sustainable Homes in the form of post construction assessment and certificate as issued by a legitimate certification body, shall be submitted to the Local Planning Authority for its approval.

**Reason:**

To ensure the development has minimised its overall demand for resources and to demonstrate compliance with policy CS20 of the Local Development Framework Core Strategy Development Plan Document Adopted Version (January 2010).

**22. APPROVAL CONDITION - Sustainable Drainage Systems (Pre-commencement Condition)**

Prior to the commencement of development a feasibility study demonstrating an assessment of the potential for the creation of a sustainable drainage system on site shall be carried out and submitted to the Local Planning Authority. Any measures shown to be feasible shall be verified in writing by the Local Planning Authority and implemented prior to first occupation of the development hereby granted consent. If the study demonstrates the site has the capacity for the implementation of a sustainable drainage system, a specification shall be agreed in writing with the Local Planning Authority. A sustainable drainage system to the approved specification must be installed and rendered fully operational prior to the first occupation of the development hereby granted consent and retained thereafter. In the development hereby granted consent, peak run-off rates and annual volumes of run-off shall be no greater than the previous conditions for the site.

**Reason:**

To conserve valuable water resources, in compliance with and to demonstrate compliance with policy CS20 of the Local Development Framework Core Strategy Development Plan Document Adopted Version (January 2010) and to prevent an increase in surface run-off and reduce flood risk.

### 23. APPROVAL CONDITION - Telecom masts [Performance Condition]

The mast and equipment hereby approved and any subsequent replacement(s) shall comply with the International Commission on Non-ionising Radiation Protection Guidelines in respect of radio frequency emissions. Once fully installed and operational, the developer shall demonstrate to the Local Planning Authority compliance with the relevant guidelines.

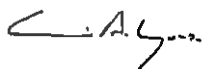
#### Reason:

To ensure that the installation complies and continues to comply with the guidelines and does not represent a threat to public health.

#### Reason for granting Permission

The development is acceptable taking into account the policies and proposals of the Development Plan and other guidance as set out below. Other material considerations such as those listed in the report to the Planning and Rights of Way Panel on the 21.08.12 do not have sufficient weight to justify a refusal of the application. The proposal would be in keeping with the site and surrounding properties and would not have a harmful impact on the amenities of the neighbouring properties. Where appropriate planning conditions have been imposed to mitigate any harm identified. In accordance with Section 38 (6) of the Planning & Compulsory Purchase Act 2004, Planning Permission should therefore be granted taking account of the following planning policies:

"Saved" Policies - SDP1, SDP4, SDP5, SDP7, SDP9, SDP10, SDP11, SDP12, SDP13, H1, H2, and H7 of the City of Southampton Local Plan Review - Adopted March 2006 as supported by the adopted LDF Core Strategy (2010) policies CS3, CS4, CS6, CS13, CS15, CS16, CS18, CS19, CS20, CS21, CS22 and CS25 and the Council's current adopted Supplementary Planning Guidance. The guidance within the National Planning Policy Framework (2012) is also relevant to the determination of this planning application.



**Chris Lyons**  
**Planning & Development Manager**

If you have any further enquiries please contact:  
**Jenna Turner**

#### **IMPORTANT NOTE TO APPLICANT**

This decision has been made in accordance with the submitted application details and supporting documents and the development should be implemented in respect of the following plans and drawings.

Drawing No:	Version:	Description:	Date Received:	Status:
TA01		Location Plan		Approved
811-09	C	Elevational Plan		Approved

811-10	C	Elevational Plan	Approved
811-12	B	Elevational Plan	Approved
811-14	B	Elevational Plan	Approved
811-16	B	Elevational Plan	Approved
811-18	B	Elevational Plan	Approved
811-20	B	Elevational Plan	Approved
811-22	B	Elevational Plan	Approved
811-24	B	Elevational Plan	Approved
811-26	B	Elevational Plan	Approved
811-28	A	Elevational Plan	Approved
811-30	A	Elevational Plan	Approved
811-32	A	Elevational Plan	Approved
811-34	A	Roof Plan	Approved
811-35	A	Roof Plan	Approved
811/SHD1		General Plan	Approved
811-06	D	Site Plan	Approved
811-07	A	Floor Plan	Approved
811-08	A	Floor Plan	Approved
811-11	A	Floor Plan	Approved
811-13	A	Floor Plan	Approved
811-15	A	Floor Plan	Approved
811-17	A	Floor Plan	Approved
811-19	A	Floor Plan	Approved
811-21	A	Floor Plan	Approved
811-23	A	Floor Plan	Approved
811-25	A	Floor Plan	Approved
811-27	A	Floor Plan	Approved
811-29	A	Floor Plan	Approved
811-31	A	Floor Plan	Approved
811-33	B	Sections	Approved

## NOTES

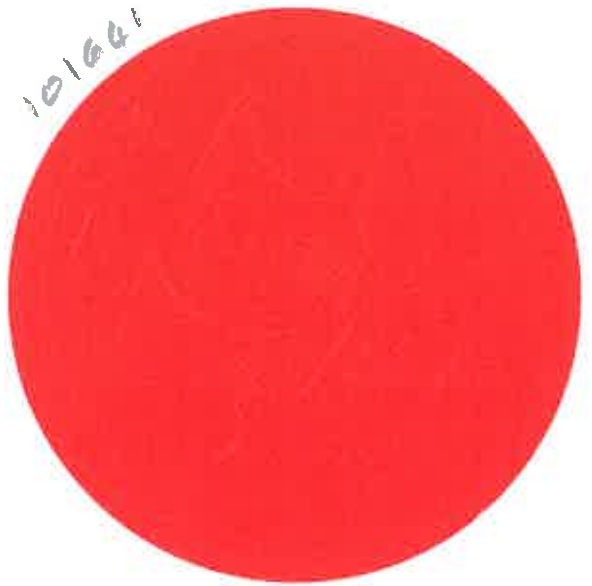
1. This permission relates to Planning Control only. Approval under the Building Regulations may also be required and should you be in any doubt about this, please contact Building Control Services, Tel. 023 8083 2558. Any other necessary consent must be obtained from the appropriate authority. Special attention is drawn to the fact that this permission does not relate to the display of advertisements and separate consent is required under the Town and Country Planning (Control of Advertisements) England Regulations 2007. Development affecting buildings of special Architectural or Historical interest is also subject of separate Listed Building Consent. Any queries should be made to Development Control Service as indicated below.
2. This permission has been granted on the basis of all the information submitted by the applicant shown on the plans accompanying the application. Any material misstatement or wrong information may invalidate the permission.
3. If the applicant is aggrieved by the decision of the Local Planning Authority to approve the proposed development, subject to conditions, they may appeal to the Secretary of State for Communities and Local Government, in accordance with Section 78 of the Town and Country Planning Act 1990, within six months of the date of decision. Appeals can be submitted on line [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk) or by a form available from the Planning Inspectorate, 3/15 Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS2 9DJ. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been granted other than subject to the conditions imposed by it having regard to the statutory requirements, to the provisions of the Development Order and to any directions given under that Order.
4. If permission to develop land is granted subject to conditions, whether by the Local Authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonable beneficial use by the carrying out of any development which has been or would be permitted, they may serve on the Council a purchase notice requiring the Council to purchase their interest in the land in accordance with the provisions of Part IV of the Town and Country Planning Act 1990.
5. In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is granted subject to conditions by the Secretary of State on appeal or on a reference plane application to him. The circumstances in which compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
6. Attention is drawn to the provisions of Section 12 of the Hampshire Act 1983 relating to access for the Fire Brigade, and you are advised to contact Building Control Services as set out in Note 1.
7. For those developments which are covered by the Disability Discrimination Act, the attention of developers is drawn to the relevant provisions of the Act and to the British Standard B300:2004 Design of buildings and their approaches to meet the needs of disabled people code of practice.
8. The applicant is recommended to retain this form with the title deeds of the property.
9. In reaching this decision the Local Planning Authority offered a pre-application planning service and has sought to work with the applicant in a positive and proactive manner as required by paragraphs 186-187 of the National Planning Policy Framework (2012)

Please address any correspondence in connection with this form quoting the application number to: **Development Control Service, Southampton City Council, Civic Centre SOUTHAMPTON. SO14 7LS**

THE COMMON SEAL OF )  
SOUTHAMPTON CITY COUNCIL )  
was affixed in the presence of: )



Authorised Signatory:



SIGNED as a deed by )  
RICHARD MICHAEL MOYSE )  
Trustee of The Barker Mills Estates )  
In the presence of: )


Richard Michael Moyse by his  
attorney Whitford

Witness Signature: 

Name: FELICITY MARSHALL  
Address: BLAKE CARTHORN  
NEW KINGS COURT  
TOLLGATE  
CHANDLER'S FORD SO53 5LQ  
Occupation SOLICITOR


SIGNED as a deed by )  
TIM JOBLING )  
In the presence of: )

Timothy Jobling by his  
attorney W. Steel

Witness Signature: 

Name: Jane Karfoot  
Address: Blake Carthorn  
New Kings Court  
Tollgate  
Eastergh SO53 3LQ  
Occupation Secretary

Dated 23 January 2013

We certify this to be a true and complete copy of the original  
this 24 day of January 2013  
 **Blake Laphorn**  
New Kings Court, Tollgate  
Chandler's Ford, Eastleigh SO53 3LG

R M Moyse (1)

and

J R Steel and WOH Sowton (2)

TRUSTEE POWER OF ATTORNEY

**Blake Laphorn**  
New Kings Court  
Tollgate  
Chandlers Ford Eastleigh  
SO53 3LG  
Ref: JRS



THIS POWER OF ATTORNEY is given the 23 day of January, 2013

by me RICHARD MICHAEL MOYSE of 89 New Bond Street London W1

WHEREAS:-

- (1) Under and by virtue of the Settlements and other documents listed or mentioned in the First Schedule hereto the land and premises comprised in and assured by the several Conveyances and other documents listed or mentioned in Part 1 of the Second Schedule hereto and comprised in the Title Numbers listed in Part 2 of the Second Schedule hereto together with divers stocks shares and other investments and sums of cash with bankers building societies nominees and elsewhere (hereinafter called "the Trust Assets") are now held in the names of TIMOTHY JOBLING Chartered Accountant and RICHARD MICHAEL MOYSE Solicitor care of The Estate Office Longdown Marchwood Southampton SO40 4UH (hereinafter called the "Trustees" which expression includes the Trustees for the time being thereof) upon trust that the Trustees should sell the same with power to postpone sale and the Trustees are directed to hold the income of the Trust Assets until sale and the net proceeds of sale and the income thereof upon the trusts declared by the said Settlements and by divers Appointments made in exercise of powers herein contained
- (2) By virtue of the said Settlements the other documents mentioned in the First and Second Schedules hereto the Title Numbers mentioned in the Second Schedule hereto various deeds of appointment and discharge of trustees and the statutes in that behalf divers powers of management sale purchase leasing accepting surrenders of leases partition lending borrowing investment and other powers and discretions over or in relation to the Trust Assets are vested in the Trustees
- (3) I desire to appoint JOHN ROBERT STEEL and WILLIAM OLIVER HUGO SOWTON of New Kings Court Tollgate Chandlers Ford Eastleigh Hants SO53 3LG jointly and severally to be my Attorney during a forthcoming period when I shall not be available to act in person TO ACT on my behalf in the matter of the Trust Assets and to delegate to him such trusts and such powers and discretions over or in relation to the Trust Assets as are hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the power for that purpose conferred on me by Section 25 of the Trustee Act 1925 (as amended by section 9 of the Powers of Attorney Act 1971 and section 5(1) of the Trustee Delegation Act 1999) and of any and every other power enabling me in that behalf I

HEREBY APPOINT the said JOHN ROBERT STEEL and WILLIAM OLIVER HUGO SOWTON jointly and severally my Attorney during the period commencing on the 10th February 2013 until 9th February 2014 in my name and on my behalf jointly with the other Trustees or any person or persons or corporations who may be appointed trustee or trustees of the said Settlements Conveyances Title Numbers and other documents (or any one or more of them) in place of or in addition to the Trustees or any one or more of them to do all and any of the following acts and things

2. TO execute and exercise over or in relation to the Trust Assets and any property for the time being comprised in or subject to the said Settlements Conveyances Title Numbers and other documents all trusts powers and discretions for the time being vested in me as such trustee as aforesaid or in the Trustees under or by virtue of the said Settlements or any of the said Conveyances or Title Numbers and other documents listed or referred to in the Second Schedule hereto or any statute
3. FOR the purpose of executing or exercising any power or discretion hereby conferred to prepare agree to and settle sign execute and deliver all such deeds releases cheques or other documents as my Attorney shall consider requisite or desirable
4. TO receive and give receipts for any money or property payable or transferable to the Trustees or to me as such trustee as aforesaid
5. GENERALLY to act as my Attorney or agent in respect of the Trust Assets or the said trusts AND I HEREBY RATIFY AND CONFIRM and agree to ratify and confirm whatever my Attorney shall lawfully do or purport to do by virtue of this deed

IN WITNESS whereof I have executed these presents the day and year first before written

#### THE FIRST SCHEDULE

##### No.3 Discretionary Trust and Derivative Trusts

Dated 29 March 1965                      Settlement

##### B.      No.4 Discretionary Trust

Dated 1 December 1999                  Settlement

##### C.      AV Barker-Mill 1976 Settlement

Dated 23 March 1976                      Settlement

- D. AV Barker-Mill Accumulation and Maintenance Settlement  
 Dated 20 May 1997 Settlement
- E. Miss C.I. Barker-Mill 1997 Settlement of Reversionary Interests  
 Dated 5 December 1997 Settlement
- F. Miss C.I. Barker-Mill 1998 Voluntary Settlement  
 Dated 12 March 1998 Voluntary Settlement
- G. J. B. Barker-Mill 1997 Settlement of Reversionary Interests  
 Dated 5 December 1997 Settlement
- H. J. B. Barker-Mill 1998 Voluntary Settlement  
 Dated 12 March 1998 Voluntary Settlement
- I. Miss E. R. Hudson Davies 1997 Settlement of Reversionary Interests  
 Dated 30 April 1997 Settlement
- J. Miss E R Hudson Davies 1997 Voluntary Settlement  
 Dated 30 April 1997 Settlement
- K. Miss EV Hudson Davies 1997 Settlement of Reversionary Interests  
 Dated 30 April 1997 Settlement
- L. Miss E V Hudson Davies Voluntary Settlement  
 Dated 30 April 1997 Settlement
- M. Mrs AV Barker-Mill 1997 Discretionary Settlement  
 Dated 28 April 1997 Settlement
- N. Mrs AV Barker-Mill 1999 Settlement  
 Dated 19 January 1999 Settlement
- O. AV Barker-Mill 1999 Settlement  
 Dated 21 January 1999 Settlement
- P. AV Barker-Mill 2002 Discretionary Settlement  
 Dated 19 April 2002 Settlement
- Q. AV Barker-Mill 2002 Family Settlement  
 Dated 19 April 2002 Settlement
- R. Barker-Mill Hillyfields Trust  
 Dated 2 October 2008 Settlement

THE SECOND SCHEDULE

Part 1

A. Documents relating to the Mill Estate

Dated 29 March 1965                      Conveyance

B. Documents relating to the Eling Estate

Dated 29 March 1965                      Conveyance

C. Documents relating to land adjoining the Village Hall Nursling

Dated 13 March 1967                      Conveyance

D. Documents relating to Land at Foxes Lane Nursling

Dated 28 August 1987                      Conveyance

Dated 24 January 1986                      Conveyance

Part 2

The Property comprised in the following title number namely title numbers HP166514 HP168442  
HP284252 HP 335111 HP353662 HP 381834 HP399945 HP410779 HP420038 HP432897 HP440285  
HP461811 HP468659 HP485061 HP495178 HP495187 HP497951 HP530759 HP538050 HP605936  
HP606356 HP606431 HP606433 HP607436 HP607437 HP609127 HP609128 HP625617 HP652698  
HP625945 HP653882 HP653929 HP654017 HP654076 HP654115 HP654162 HP656844 HP657331  
HP659093 HP659094 HP659095 HP659202 HP659203 HP659204 HP659205 HP659206 HP659208  
HP659209 HP659210 HP659211 HP659212 HP659752 HP659756 HP673081 HP673082 HP673083  
HP673087 HP673088 HP673089 HP676883 HP700602 HP717030 HP724026 HP736256 HP738735  
HP741886 HP743382 WS41704 and any title substituted for or deriving from such title numbers

SIGNED as a Deed and Delivered  
by the said RICHARD MICHAEL MOYSE  
in the presence of:-


)  
)  
) *R. Moysa*

*Simon Braker*

*Simon Braker  
Hill Farm  
Botley  
Southampton  
SO32 2BP*

Dated 23 January 2013

We certify this to be a true and complete copy of the original this 24. day of January 2013

 **Blake Bale**  
**Laphorn** *laphorn*

New Kings Court, Tollgate  
Chandler's Ford, Eastleigh SO53 3LG

T. Jobling (1)

and

J R Steel and WOH Sowton (2)

TRUSTEE POWER OF ATTORNEY

**Blake Laphorn**  
New Kings Court  
Tollgate  
Chandlers Ford Eastleigh  
S053 3LG  
Ref: JRS

THIS POWER OF ATTORNEY is given the *23rd* day of *January* 2013

by me TIMOTHY JOBLING of Owslebury House Owslebury near Winchester Hants SO21 1LU

WHEREAS:-

- (1) Under and by virtue of the Settlements and other documents listed or mentioned in the First Schedule hereto the land and premises comprised in and assured by the several Conveyances and other documents listed or mentioned in Part 1 of the Second Schedule hereto and comprised in the Title Numbers listed in Part 2 of the Second Schedule hereto together with divers stocks shares and other investments and sums of cash with bankers building societies nominees and elsewhere (hereinafter called "the Trust Assets") are now held in the names of TIMOTHY JOBLING Chartered Accountant and RICHARD MICHAEL MOYSE Solicitor care of The Estate Office Longdown Marchwood Southampton SO40 4UH (hereinafter called the "Trustees" which expression includes the Trustees for the time being thereof) upon trust that the Trustees should sell the same with power to postpone sale and the Trustees are directed to hold the income of the Trust Assets until sale and the net proceeds of sale and the income thereof upon the trusts declared by the said Settlements and by divers Appointments made in exercise of powers herein contained
- (2) By virtue of the said Settlements the other documents mentioned in the First and Second Schedules hereto the Title Numbers mentioned in the Second Schedule hereto various deeds of appointment and discharge of trustees and the statutes in that behalf divers powers of management sale purchase leasing accepting surrenders of leases partition lending borrowing investment and other powers and discretions over or in relation to the Trust Assets are vested in the Trustees
- (3) I desire to appoint JOHN ROBERT STEEL and WILLIAM OLIVER HUGO SOWTON of New Kings Court Tollgate Chandlers Ford Eastleigh Hants SO53 3LG jointly and severally to be my Attorney during a forthcoming period when I shall not be available to act in person TO ACT on my behalf in the matter of the Trust Assets and to delegate to him such trusts and such powers and discretions over or in relation to the Trust Assets as are hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the power for that purpose conferred on me by Section 25 of the Trustee Act 1925 (as amended by section 9 of the Powers of Attorney Act 1971 and section 5(1) of the Trustee Delegation Act 1999) and of any and every other power enabling me in that behalf I

HEREBY APPOINT the said JOHN ROBERT STEEL and WILLIAM OLIVER HUGO SOWTON jointly and severally my Attorney during the period commencing on the 10th February 2013 until 9th February 2014 in my name and on my behalf jointly with the other Trustees or any person or persons or corporations who may be appointed trustee or trustees of the said Settlements Conveyances Title Numbers and other documents (or any one or more of them) in place of or in addition to the Trustees or any one or more of them to do all and any of the following acts and things

2. TO execute and exercise over or in relation to the Trust Assets and any property for the time being comprised in or subject to the said Settlements Conveyances Title Numbers and other documents all trusts powers and discretions for the time being vested in me as such trustee as aforesaid or in the Trustees under or by virtue of the said Settlements or any of the said Conveyances or Title Numbers and other documents listed or referred to in the Second Schedule hereto or any statute
3. FOR the purpose of executing or exercising any power or discretion hereby conferred to prepare agree to and settle sign execute and deliver all such deeds releases cheques or other documents as my Attorney shall consider requisite or desirable
4. TO receive and give receipts for any money or property payable or transferable to the Trustees or to me as such trustee as aforesaid
5. GENERALLY to act as my Attorney or agent in respect of the Trust Assets or the said trusts AND I HEREBY RATIFY AND CONFIRM and agree to ratify and confirm whatever my Attorney shall lawfully do or purport to do by virtue of this deed

IN WITNESS whereof I have executed these presents the day and year first before written

#### THE FIRST SCHEDULE

A. No.3 Discretionary Trust and Derivative Trusts

Dated 29 March 1965                      Settlement

B. No.4 Discretionary Trust

Dated 1 December 1999                  Settlement

C. AV Barker-Mill 1976 Settlement

Dated 23 March 1976                      Settlement

- D. AV Barker-Mill Accumulation and Maintenance Settlement  
Dated 20 May 1997 Settlement
- E. Miss C.I. Barker-Mill 1997 Settlement of Reversionary Interests  
Dated 5 December 1997 Settlement
- F. Miss C.I. Barker-Mill 1998 Voluntary Settlement  
Dated 12 March 1998 Voluntary Settlement
- G. J. B. Barker-Mill 1997 Settlement of Reversionary Interests  
Dated 5 December 1997 Settlement
- H. J. B. Barker-Mill 1998 Voluntary Settlement  
Dated 12 March 1998 Voluntary Settlement
- I. Miss E. R. Hudson Davies 1997 Settlement of Reversionary Interests  
Dated 30 April 1997 Settlement
- J. Miss E R Hudson Davies 1997 Voluntary Settlement  
Dated 30 April 1997 Voluntary Settlement
- K. Miss EV Hudson Davies 1997 Settlement of Reversionary Interests  
Dated 30 April 1997 Settlement
- L. Miss E V Hudson Davies Voluntary Settlement  
Dated 30 April 1997 Settlement
- M. Mrs AV Barker-Mill 1997 Discretionary Settlement  
Dated 28 April 1997 Settlement
- N. Mrs AV Barker-Mill 1999 Settlement  
Dated 19 January 1999 Settlement
- Q. AV Barker-Mill 1999 Settlement  
Dated 21 January 1999 Settlement
- P. AV Barker-Mill 2002 Discretionary Settlement  
Dated 19 April 2002 Settlement
- Q. AV Barker-Mill 2002 Family Settlement  
Dated 19 April 2002 Settlement
- R. Barker-Mill Hillyfields Trust  
Dated 2 October 2008 Settlement



THE SECOND SCHEDULE

Part I

A. Documents relating to the Mill Estate

Dated 29 March 1965                      Conveyance

B. Documents relating to the Eling Estate

Dated 29 March 1965                      Conveyance

C. Documents relating to land adjoining the Village Hall Nursling

Dated 13 March 1967                      Conveyance

D. Documents relating to Land at Foxes Lane Nursling

Dated 28 August 1987                      Conveyance

Dated 24 January 1986                      Conveyance

Part 2

The Property comprised in the following title number namely title numbers HP166514 HP168442  
HP284252 HP 335111 HP353662 HP 381834 HP399945 HP410779 HP420038 HP432897 HP440285  
HP461811 HP468659 HP485061 HP495178 HP495187 HP497951 HP530759 HP538050 HP605936  
HP606356 HP606431 HP606433 HP607436 HP607437 HP609127 HP609128 HP625617 HP652698  
HP625945 HP653882 HP653929 HP654017 HP654076 HP654115 HP654162 HP656844 HP657331  
HP659093 HP659094 HP659095 HP659202 HP659203 HP659204 HP659205 HP659206 HP659208  
HP659209 HP659210 HP659211 HP659212 HP659752 HP659756 HP673081 HP673082 HP673083  
HP673087 HP673088 HP673089 HP676883 HP700602 HP717030 HP724026 HP736256 HP738735  
HP741886 HP743382 WS41704 and any title substituted for or deriving from such title numbers

SIGNED as a Deed and Delivered  
by the said TIMOTHY JOBLING  
in the presence of:-

)

*Tim Jobling*

*[Signature]*

*Simon Boulton*

*Hill Farm,*

*Batley*

*Saxton*

*SO32 2BP*