

Dated:

2025

THE COUNCIL OF THE BOROUGH OF HAVANT

and

HAMPSHIRE COUNTY COUNCIL

and

PORTSMOUTH WATER LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country
Planning Act 1990 and other powers relating to
Land at Havant Thicket

Southampton, Fareham & Havant Legal Partnership
Southampton City Council
Civic Offices
Southampton
SO14 7LY

Ref: HBC-062192

BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant PO9 2AX ("the Borough Council")
- (2) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")
- (3) **PORTSMOUTH WATER LIMITED** a company registered in England and Wales with company registration number 02536455 and whose registered office is at Brockhampton Springs, West Street, Havant, England, PO9 1LG ("the Owner")

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 planning authority for the purposes of the Act and the local highway authority (save in respect of trunk roads and special roads) for the purposes of the 1980 Act for the area in which the Land is situated.
- C The Owner is the freehold owner of the Land registered with title absolute at the Land Registry under title numbers SH51309, SH57628, HP63558, SH35777 and SH63601 and SH60513.
- D The Application has been submitted to the Borough Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- E The Borough Council has resolved to grant the Permission subject to the prior completion of this Deed.
- F The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.

IT IS AGREED 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)
“Application”	<p>The hybrid application for;</p> <p>Full permission for development of new pipelines to transfer water from Bedhampton Springs to fill the reservoir in the winter and draw it off to treat and supply when needed in the summer, comprising: construction of two predominantly underground pipes in tunnels linking the reservoir with the existing pumping station at Bedhampton with associated infrastructure including: emergency drawdown discharge structure at Hermitage Stream; construction of eight access shafts; washout and air valve chambers (typically below ground), new plant at Bedhampton Pumping Station, modifications to Bedhampton 2 operational building and permanent diversion of Footpath 34 at Bedhampton Pumping Station; and</p> <p>Outline application for an associated underground cross-connection chamber and above ground kiosk at the reservoir site with vehicular accesses for maintenance; and upgrades to existing culverts close to shafts five, six and eight to manage flood risk (amended description 6th March 2025) allocated reference number APP/24/00405</p>
“Borough Council’s Legal Costs”	The Borough Council’s legal costs in connection with the preparation and completion of this Deed
“Borough Council’s Monitoring Charge”	The sum of £5,467.55 (five thousand four hundred and sixty seven pounds and fifty five pence) towards the costs incurred by the Borough Council in the provision of a suitably qualified and experienced person whose function is to monitor and enforce compliance with the terms of this Deed
“CIL Regulations”	the Community Infrastructure Levy Regulation 2010 (as amended)
“Commence”	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, 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 “Commencement” 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 be construed accordingly)
“Contributions”	Any one or number of the financial contributions required to be made pursuant to this Deed (including, for the avoidance of doubt the Borough Council's Monitoring Charge)
“County Council's Legal Costs”	The County Council's legal costs in connection with the preparation and completion of this Deed
“County Council's Monitoring Charge”	The sum of £6,800 (six thousand eight hundred pounds) towards the costs incurred by the County Council in monitoring the compliance with the planning obligations as they relate to the County Council in this deed and in discharging its statutory reporting obligations
“Deed”	This agreement made by deed
“Development”	The development of the Site in accordance with the Permission
“Development Control Fee”	The sum of £2,740 (two thousand seven hundred and forty pounds) incurred by the County Council's transport planning officers in connection with the preparation, execution and completion of this Deed
“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
“Interest”	Interest at 4 per cent above the base lending rate of Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment)
“Land”	The land shown edged with a red line on Plan 1 and which comprises part of the Site
“Occupation”	The occupation and/or operation and/or use of the Site 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 and “Occupy” and “Occupied” shall be construed accordingly
“Plan 1”	The plan annexed hereto and marked “Plan 1”

“Plan 2”	The plan annexed hereto and marked “Plan 2”
“Permission”	The permission subject to conditions to be granted by the Borough Council pursuant to the Application
“Reinstatement Period”	means the period of the Development from and including Commencement of the Development until the Borough Council has confirmed upon receipt of an application from or on behalf of the Owner that condition 15 of the Permission has been complied with and that the relevant playing field(s) have been reinstated and are available to be used to the satisfaction of the Borough Council (in consultation, where appropriate, with Havant Rugby Football Club)
“Site”	The land shown edged with a red line on Plan 2
“Working Day(s)”	Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

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 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.
- 2.5 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 or 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.

2.9 Obligations not to do something under this Deed shall be deemed to be obligations not to permit or suffer such thing to be done.

3 STATUTORY AUTHORITY

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 Borough Council and the County Council as local planning authorities against the Owner, its successors in title and any person deriving title in the Land or any part of it from the Owner.

4 EFFECT OF THE AGREEMENT

4.1 This Deed shall take effect on the date hereof save for Schedule 1 and Schedule 3 to this Deed which shall take effect on the grant of the Permission.

5 THE OWNER'S COVENANTS

5.1 The Owner hereby covenants with the Borough Council and the County Council that it will observe and perform the covenants on its part contained in Schedules One to Five (inclusive).

6 THE BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

6.1 Subject to the performance by the Owner of its obligations under this Deed the Borough Council and County Council hereby separately covenant with the Owner that they will observe and perform the covenants on their respective part set out in Schedule 5.

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 it shall have parted with all of its 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 expires; 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.

7.4 Without prejudice to the enforceability of any obligation in this Deed as a contractual obligation on any Party to this Deed no obligation contained in this Deed shall be binding as a planning obligation on any Land in which a Party has no proprietary interest and has rights only by virtue of their statutory functions as a statutory undertaker.

8 LOCAL LAND CHARGE

8.1 This Deed is a local land charge and shall be registered as such by the Borough Council.

8.2 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.

9 DUTY TO ACT REASONABLY

9.1 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 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.

10.2 Nothing in this Deed shall impose any contractual or other obligations on the Borough Council to grant the Permission.

10.3 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 County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

11 COVENANT AS TO TITLE

11.1 The Owner hereby covenants with the Borough Council and the County Council that no person other than the parties to this Deed has any interest in the Land for the purposes of Section 106 of the Act.

12 SEVERABILITY

12.1 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 BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COSTS

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

13.2 The Owner hereby covenants with the Borough Council:

13.2.1 that prior to the Commencement of the Development it will pay the Borough Council's Monitoring Charge to the Borough Council; and

13.2.2 not Commence the Development unless the Borough Council's Monitoring Charge has been paid to the Borough Council.

13.3 The Owner hereby covenants with the County Council that it will on or before the date of this Deed pay the County Council's Legal Costs, the Development Control Fee and the County Council's Monitoring Charge to the County Council.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14.1 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 or the County Council without the consent of any such third party.

15 NOTIFICATION OF COMMENCEMENT/OCCUPATION

15.1 The Owner covenants with the Borough Council and the County Council that it will:

15.1.1 notify the Borough Council and County Council in writing of the date of Commencement of the Development within ten Working Days of it occurring; and

15.1.2 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 ten Working Days of it occurring; and

15.1.3 pay to the Borough Council upon written demand with evidence supplied its reasonable fees for additional monitoring caused by the Owner's non-compliance with clauses 15.1.1 or 15.1.2.

16 NOTICES

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

16.1.1 on the Borough Council at the address shown above or by email to cil@havant.gov.uk marked "for the attention of the Executive Head of Place" and bearing the reference "s106- APP-24-00405 - Land at Havant Thicket";

16.1.2 on the County Council at The Castle, Winchester, SO23 8UJ and marked "for the attention of the Head of Legal Services" and bearing the reference "EDOC/0133/AJH";

16.1.3 on the Owner at the address as detailed above or as notified by the Owner in writing to the Borough Council and County Council;

17 PAYMENT OF THE CONTRIBUTIONS

17.1 The Contributions shall be payable to the Borough Council and/or the County Council (as the case may be) by either:

17.1.1 by BACS or telegraphic transfer; or

17.1.2 cheque made payable to Havant Borough Council or Hampshire County Council as appropriate.

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

17.3 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 16.1.1 identifying the obligation to which the payment relates.

18 INTEREST ON LATE PAYMENTS

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

19 NOTIFICATION OF SUCCESSORS IN TITLE

19.1 The Owner covenants with the Borough Council and the County Council that it will give written notice within 5 Working Days to the Borough Council and the County 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.

20 VAT

20.1 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 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 notify the Borough Council or County Council as appropriate that the matter is in dispute and:

21.1.1 the parties to the dispute shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within 10 Working Days of receipt of notice that a matter is in dispute;

21.1.2 if after a further 5 Working Days the parties are unable to resolve the dispute amicably pursuant to clause 21.1.1, one party may serve notice on the other party or parties (as the case may be) to the dispute of their intention to refer the dispute in accordance with clause 21.2 specifying in such notice:

21.1.2.1 the nature, basis and brief description of the dispute; and

21.1.2.2 the clause or paragraph of this Deed pursuant to which the dispute has arisen; and

21.1.2.3 a written request to concur as to the appropriateness of the professional qualifications of the person (or body) they propose to be appointed pursuant to clause 21.2.

21.2 Any such dispute or difference notified 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 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 21.2 or as to the appropriateness of the professional body within 10 Working Days after any party has given the other parties to the dispute or difference a written request to concur as to the appropriateness of the professional qualifications of the person (or body) to be appointed pursuant to clause 21.2 then such question may be referred by any party to the president for the time being of the Law Society for them to appoint a solicitor to determine the appropriate professional body or person to resolve the dispute such solicitor acting as an expert and their decision shall be final and binding on all parties in the absence of manifest error and their 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.

21.4 Any expert howsoever appointed ("the Expert") shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after they have received any final written representation pursuant to clause 21.5.

21.5 The Expert shall be required to give notice to any of the said parties requiring them to submit to the Expert within 10 Working Days of notification of the Expert's appointment written submissions and supporting material and the other parties will be entitled to make a counter written submission within a further 10 Working Days.

21.6 Nothing in this clause 21 shall be taken to fetter the ability of the Borough Council or County Council to carry out its statutory functions as local planning authority or highway 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 including but not limited to the right of the Borough Council or County Council to apply for and be granted declaratory relief injunction specific performance payment of any sum damages or any other means of enforcing this Deed.

22 SECTION 73 PERMISSION

22.1 Unless otherwise required by the Borough Council if any future planning permission is granted pursuant to section 73 of the Act for development of the Land without compliance with conditions or subject to conditions differing from those granted pursuant to the Permission ("a Section 73 Permission") then with effect from the date that any such Section 73 Permission is granted the

obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Permission) apply to and bind each such Section 73 Permission and the Land itself without the need for any further act by the parties and the definition of "Permission" in this Deed shall be construed to include reference respectively to the Section 73 Permission granted pursuant to any such application PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application under section 73 of the Act and for the avoidance of doubt any such further permission may be the subject of additional obligations.

23 SPEND IN ADVANCE

23.1 If prior to the receipt of any of the Contributions payable under the terms of this Agreement the County Council incurs any expenditure in providing facilities or services to which this Agreement authorises the Contributions to be applied then the County Council may immediately following receipt of such Contributions deduct therefrom sums equivalent to such expenditure, and it is hereby agreed and acknowledged that the County Council shall not subsequently be required to repay any Contributions set against such expenditure

24 JURISDICTION

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

25 DELIVERY

25.1 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 HIGHWAY OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

“1980 Act”	means the Highways Act 1980
“Addendum Travel Plan”	the addendum travel plan to be prepared by the Owner in accordance with the framework travel plan dated 20 th of February 2025 annexed to this Agreement that supplements the Travel Plan
“Certificate of Completion Standard”	completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to the relevant Highway Agreement or Culvert Highway Works Agreement confirming that the relevant works are open to public use
“Compound Highway Works”	works required on the public highway to enable the construction, access and use of any relevant Compound Works Area
“Compound Highway Works Agreement”	agreements made under section 278 and/or section 38 or other authorisation under the the 1980 Act as required by the County Council's highways team for the delivery of the relevant Compound Highway Works and Compound Highway Re-Instatement Works (as the context requires)
“Compound Highway Re-Instatement Works”	works required on the public highway for the re-instatement of the public highway following the completion of any part of the Development within a Compound Works Area
“Compound Works Area”	those parts of the Development that are for the build out and implementation of the shafts 1 – 8 and all associated works
“Compound Works Plan”	<p>a plan to be submitted for a Compound Works Area which shall include for the relevant Compound Works Area (where necessary;</p> <ul style="list-style-type: none"> - Compound Highway Works, - Compound Highway Re-instatement Works, - material storage on the highway, - traffic management arrangements, - any works on public rights of way including diversions <p>and any other ancillary works to facilitate the Development within the compound areas and based on the document dated 07/02/2025 and reference HTR-WAB-PI-ZZ-TN-W-0006</p>

	attached to this Deed or any successor document submitted to and approved by the County Council
“Culvert Highway Works”	the works on the highway for the construction or alteration of culverts on Purbrook Way, Dunsbury Way or Middle Park Way
“Culvert Works”	any part of the Development that is comprised in the construction or alteration of culverts on Purbrook Way, Dunsbury Way or Middle Park Way
“Culvert Highway Works Agreement”	an agreement made under section 278 and any other relevant provisions for the authorisation for each of the relevant Culvert Highway Works and each agreement shall include a commuted sum in respect of the maintenance costs and requirements of the relevant Culvert Works for the estimated life of the reservoir
“Footpath 34 Diversion”	The diversion of Footpath 34 over a new surface and bridge to be subject rights of way on foot and by bicycle as shown on plan reference HTR-WAB-PI-BD-DR-T-0002
“Footpath 34 Diversion Works Agreement”	an agreement made under section 278 and any other relevant provisions for the delivery and completion to standard of the Footpath 34 Diversion and shall include provision for payment of the Footpath 34 Commuted Sum
“Footpath 34 Commuted Sum”	The sum for the permanent maintenance of the footpath surface, bridge and associated infrastructure of the diverted Footpath 34 which shall in the case of the footpath surface be calculated in accordance with the County Council's relevant policy on commuted sums and in the case of the bridge shall be calculated as a sum being twice the construction cost of the bridge
“Highway Agreement”	means either a Compound Highway Works Agreement or the Southern Site Access Highways Agreement (as the context requires)
“Southern Site Access Area”	<p>The Works Compounds or that part of the Development that use access from Swanmore Road being;</p> <ul style="list-style-type: none"> - Shaft W6 Dunsbury Way, - Shaft W7 High Lawn Way - Shaft W8 and P9 of Middle Park Way, - Purbrook Way Culvert, - Dunsbury Way Culvert or - Middle Park Way Culvert

“Southern Site Access Highways Agreement”	an agreement made under section 278 and/or section 38 of the 1980 Act for the Southern Site Access Works
“Southern Site Access Works”	the southern site access works which comprise the new Swanmore Road bell mouth access and associated footway/cycleway works as shown on drawing HTR-ATK-AR-RE-DR-D-0006 Rev C04 - Access Routes Vehicle Access Junction South (Swanmore Road) attached to this Deed or any subsequent drawing approved by the County Council;
“Travel Plan”	Travel plan reference HTR-MrW-CWTP-v3 and dated 14/12/2022 annexed to this Deed
“Travel Plan Approval Fee”	the sum of £750 (seven hundred and fifty pounds) towards the costs incurred or to be incurred by the County Council in approving the Addendum Travel Plan

The Owner covenants with the Borough Council and County Council as follows:

1 SOUTHERN SITE ACCESS

- 1.1 To enter into the Southern Site Access Highway Agreement for the Southern Site Access Works prior to the Commencement of any part of the Development that is comprised in the Southern Site Access Area
- 1.2 Not to Commence or permit Commencement any part of the Development that is comprised in the Southern Site Access Area until the Southern Site Access Highways Agreement for the Southern Site Access Works have been Completed
- 1.3 To Complete the Southern Site Access Works pursuant to the Southern Site Access Highway Agreement to Certificate of Completion Standard prior to the Commencement of any part of the Development that is comprised in the Southern Site Access Area
- 1.4 Not to Commence or permit Commencement of any part of the Development comprised in the Southern Site Access Area until the Southern Site Access Works have been Completed pursuant to the Southern Site Access Highways Agreement to Certificate of Completion Standard

2 COMPOUND WORKS PLAN

- 2.1 To submit and have approved by the County Council the Compound Works Plan prior to the Commencement of any part of the Development that is comprised in a relevant Compound Works Area
- 2.2 Not to Commence or permit Commencement of any part of the Development that is comprised in a relevant Compound Works Area without the submission to and approval by the County Council of the relevant Compound Works Plan

- 2.3 To implement and comply with the relevant Compound Works Plan in accordance with the requirements of the relevant Compound Works Plan from the date of the approval of the relevant Compound Works Plan
- 2.4 To enter into the relevant Compound Highway Works Agreement for the relevant Compound Works Area as required prior to the Commencement of any part of the Development that is comprised in the relevant Compound Works Area
- 2.5 Not to Commence or permit Commencement of any part of the Development that is comprised in the relevant Compound Works Area until the relevant Compound Highway Works Agreement for the relevant Compound Works Area has been entered into
- 2.6 To Complete
 - 2.6.1 the relevant Compound Highway Works authorised in the relevant Compound Highway Works Agreement to Certificate of Completion Standard prior to the Commencement of any part of the Development that is comprised in the relevant Compound Works Area; and
 - 2.6.2 any Compound Highway Re-Instatement Works authorised in the relevant Compound Highway Works Agreement within 2 months of the Completion of any part of the Development that is comprised in the relevant Compound Works Area (or any alternative period that maybe specified in the relevant Compound Highway Works Agreement)
- 2.7 Not to Commence or permit Commencement of any part of the Development that is comprised in a Compound Works Area until the Compound Highway Works authorised in the relevant Compound Highway Works Agreement have been Completed to Certificate of Completion Standard (save for any Compound Highway Re-instatement Works).

3 CULVERT WORKS HIGHWAYS AGREEMENT

- 3.1 Where it is agreed between the Owner and the County Council in writing that the Culvert Highway Works are not required the following provisions of this paragraph 3 shall cease to apply and have effect
- 3.2 to enter into the relevant Culvert Highway Works Agreement for the Culvert Highway Works prior to the Commencement of any part of the Development that is comprised in the relevant Culvert Highway Works
- 3.3 Not to Commence any part of the Development that is comprised in the relevant Culvert Highway Works until the relevant Culvert Highway Works Agreement has been entered into
- 3.4 To Complete all of the Culvert Highway Works pursuant to the Culvert Highway Works Agreement(s) to Certificate of Completion Standard prior to Occupation of the Development
- 3.5 Not to Occupy the Development until all of the Culvert Highway Works have been Completed pursuant to the Culvert Highway Works Agreement to Certificate of Completion Standard

4 ADDENDUM TRAVEL PLAN

- 4.1 To supply and have approved by the County Council the Addendum Travel Plan prior to Commencement of the Development
- 4.2 Not Commence or permit Commencement of the Development until the submission to and approval by the County Council of the Addendum Travel Plan
- 4.3 To pay the Travel Plan Approval Fee to the County Council prior to the Commencement of the Development
- 4.4 To implement and comply with the Travel Plan and the Addendum Travel Plan in accordance with the requirements and timetable of the Travel Plan and Addendum Travel Plan from the date of the approval of the Addendum Travel Plan
- 4.5 Not to Commence the Development until it has implemented any of the requirements of the Travel Plan and Addendum Travel Plan that are due to be implemented prior to the Commencement of the Development

5 FOOTPATH 34 DIVERSION

- 5.1 To enter into the Footpath 34 Diversion Works Agreement prior to the Commencement of any part of the Development that is comprised in the relevant Compound Works Area that requires the diversion of Footpath 34
- 5.2 Not close or otherwise render inaccessible Footpath 34 until the completion of the Footpath 34 Diversion Works to the County Council's satisfaction.

SCHEDULE 2
COMMUNITY OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

“Havant Rugby Football Club Contribution”	The sum of £20,000.00 (twenty thousand pounds) towards payment for additional training slots on the rugby artificial grass pitch for Havant Rugby Football Club and its affiliated teams to be used during the Reinstatement Period
“Community Contribution”	The sum of £30,000.00 (thirty thousand pounds) to be used and allocated by the Borough Council as compensation for the disturbance caused by the construction works at Hooks Farm Playing Fields to be used during the Reinstatement Period

The Owner covenants with the Borough Council as follows:

1 HAVANT RUGBY FOOTBALL CLUB CONTRIBUTION

- 1.1 To pay the Havant Rugby Football Club Contribution to the Borough Council on or prior to the date of this Deed.

2 COMMUNITY CONTRIBUTION

- 2.1 To pay the Community Contribution to the Borough Council on or prior to the date of this Deed.

**SCHEDULE 3
EMPLOYMENT AND SKILLS OBLIGATIONS**

DEFINITIONS

In this Schedule the following terms have the following meanings:

“Employment and Skills Plan”	The plan entitled “Havant Thicket Reservoir – Main Pipeline Works - Skills, Employment and Education Plan” and dated 15 January 2024 submitted with the Application as may be amended from time to time with the written approval of the Borough Council acting in its absolute discretion
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The Owner covenants with the Borough Council as follows:

1 EMPLOYMENT AND SKILLS PLAN

- 1.1 To comply with and to promote the objectives of the Employment and Skills Plan and ensure that the targets therein are met.

SCHEDULE 4
ENVIRONMENTAL OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

“LEMP Contribution”	The sum of £971 (nine hundred and seventy-one pounds) towards the Borough Council's costs of monitoring compliance with the LEMP
“LEMP”	The Landscape and Ecological Management Plan required pursuant to condition 22 of the Permission

The Owner covenants with the Borough Council as follows:

1 LEMP CONTRIBUTION

- 1.1 To pay the LEMP Contribution to the Borough Council on or prior to the date of this Deed.

SCHEDULE 5
BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

The Borough Council and County Council separately covenant with the Owner as follows:

- 1 Where any payment referred to in this Deed is paid for a particular purpose it will not be used by the Borough Council or the County Council (as applicable):
 - a. unless and until the Development has been Commenced; and
 - b. otherwise than for the purpose for which it was paid or for such other purpose for the benefit of the Development and satisfying the requirements of the CIL Regulations as the Owner and the Borough Council and/or the County Council shall agree in writing.
- 2 Following receipt of a request by the Rugby Football Union (the "RFU") during and up until 12 months following the end of the Reinstatement Period the Borough Council shall as soon as practicable
 - a. pay the Havant Rugby Football Club Contribution or such part(s) thereof as requested to the RFU PROVIDED THAT the Borough Council shall not be required to make more than one such payment in any 12 month period; and
 - b. notify the Owner within 5 Working Days that a payment has been made and the amount of such payment.
- 3 Upon payment of the entire sum of Havant Rugby Football Club Contribution to the RFU, the Borough Council shall have complied with paragraph 1 of this Schedule 5.
- 4 The Borough Council and/or the County Council shall on written demand return to the Owner within 30 Working Days the unexpended or uncommitted (as the case may be) part of the Contributions:
 - a. in the event that the Permission expires, the Permission is varied or revoked other than with the consent of the Owner, or the Permission is quashed following a successful legal challenge; or
 - b. in the case of the Havant Rugby Football Club Contribution following 12 months after the end of the Reinstatement Period if the Havant Rugby Football Club Contribution or any element or part of the same remains unspent or committed unconditionally to be spent; and
 - c. in the case of the LEMP Contribution and the Community Contribution if the LEMP Contribution and the Community Contribution or any element or part of the same remains unspent or committed unconditionally to be spent within 5 years following the end of the Reinstatement Period.

**ANNEX 1
PLANS**

Plan 1
Plan 2

ANNEX 2
HIGHWAYS DRAWINGS

HTR-WAB-PI-ZZ-TN-W-0006

HTR-WAB-PI-BD-DR-T-0002

HTR-ATK-AR-RE-DR-D-0006 Rev C04

**ANNEX 4
TRAVEL PLAN**

HTR-MrW-CWTP-v3 dated 14/12/2022

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

Executed as a Deed by affixing the)

common Seal of **THE COUNCIL**)

OF THE BOROUGH OF HAVANT)

in the presence of: -)

Authorised signatory

Executed as a Deed by affixing the)
common seal of **HAMPSHIRE**)
COUNTY COUNCIL in the)
presence of: -)

Executed as a Deed by)
PORTSMOUTH WATER LIMITED)
acting by [XXXXXX]