

Dated 21<sup>st</sup> April

2026

**DEED OF AGREEMENT**  
**pursuant to s106**  
**Town and Country Planning Act 1990**  
**and Section 111 Local Government Act 1972 and all other enabling powers**

relating to

**LAND AT GLEBE FARM RECTORY HILL WEST DEAN HAMPSHIRE**

**GLEBE FARM (SALISBURY) LIMITED (1)**

**AND**

**TEST VALLEY BOROUGH COUNCIL (2)**

Karen Dunn, Head of Legal & Democratic  
Services  
Test Valley Borough Council  
Beech Hurst, Weyhill Road  
Andover, Hampshire SP10 3AJ

Ref:KHH/(IKEN 004627)

THIS AGREEMENT is made the 21<sup>st</sup> day of April

2026

**BETWEEN:**

- (1) **GLEBE FARM (SALISBURY) LIMITED** (Co. Regn. No. 13871066) of Larch House Parklands Business Park Denmead Waterlooville Hampshire PO7 6XP ("the Owner")
- (2) **TEST VALLEY BOROUGH COUNCIL** of Beech Hurst Weyhill Road Andover Hampshire SP10 3AJ ("the Council")

**RECITALS**

**A Definitions**

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

**B Interests in the Site**

- B.1 The Owner is the registered proprietor at the Land Registry with absolute freehold title under Title Numbers HP635874 of the Site

**C The Council**

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

**D Planning**

- D.1 The Owner has submitted the Application to the Council for planning permission to develop the Site by carrying out the Development
- D.2 The parties have entered into this Deed in order to regulate the Development and to secure the planning obligations contained in this Deed for the benefit of the Development and in the interests of the proper planning of the area
- D.4 The Council confirm that the obligations in this Agreement meet the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 as amended

## **OPERATIVE PROVISIONS**

### **1. Operative Powers**

This Agreement is entered into pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

### **2. Interpretation**

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

|           |                                                     |
|-----------|-----------------------------------------------------|
| “the Act” | The Town and Country Planning Act 1990 (as amended) |
|-----------|-----------------------------------------------------|

|                |                                                  |
|----------------|--------------------------------------------------|
| “the 2015 Act” | The Self-Build and Custom Housebuilding Act 2015 |
|----------------|--------------------------------------------------|

|                      |                                                                                                                                                                   |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Affordable Housing” | means Affordable housing as defined in Annex 2 to the National Planning Policy Framework 2024 or as defined in any policy document amending or replacing the same |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                            |                                                                                                                                                                                                                                                                     |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Agreed Open Market Value” | means<br>(a) The mean average of three (3) Valuations of the Open Market Value obtained from at least three (3) local estate agents; or<br>(b) A Valuation by a Valuer such Valuation to be prepared at the expense of the Owner and provided that the date of such |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Valuation shall be no more than eight (8) weeks before the date of service of the Sale Notice; or (c) in the case of any resale of a DMU a Valuation prepared by a single estate agent approved in writing by the Council

“Application”

The planning application for the Development submitted by the Owner to the Council and validated by them under reference 23/02082/FULLS on 17<sup>th</sup> August 2023

“Buyer”

means the person or persons to whom a Disposal of a relevant DMU is made in accordance with the DMU Sale Scheme terms

“Certificate”

A certificate in the form set out in Section D to be given by the Council to the Chief Land Registrar on each Disposal of a relevant DMU or Former DMU once satisfied that the DMU Sale Scheme Terms have been complied with and in the case of Disposal of a Former DMU a sum equivalent to the Percentage Discount of the Agreed Open Market

Value or the Open Market Value (as the case may be) has been paid to the Council

" Commencement"

The carrying out on the Site of a material operation as defined in section 56(4) of the Act in connection with the Development and pursuant to the Permission but not otherwise save that for the purpose of this definition the carrying out of any

- (a) works of demolition
- (b) works of site clearance ground investigation and site survey works
- (c) construction of temporary boundary fencing or temporary hoardings
- (d) construction of temporary accesses and/or highway works
- (e) archaeological investigation
- (f) site decontamination or remediation works
- (g) landscaping or ecological works
- (h) laying of sewers and other services
- (i) creation of site compounds
- (j) noise attenuation works
- (k) site security or temporary access and
- (l) any other site preparation works

shall not be deemed to be the carrying out of a material operation and "Commence" "Commenced" "Commencement" and "Commencing" shall be construed accordingly

**"Common Parts"**

Means any part of the Site which is intended for the use and enjoyment of the residents of the Dwellings including the Nitrate Mitigation Land but excluding:

- (a) the Parish Council Land; and
- (b) the Footpath Link; and
- (c) any part of the Site which is transferred or to be transferred to the owner of an individual Dwelling
- (d) any part of the Site which is transferred or to be transferred to a service undertaker

**"Contribution"**

Any financial contribution expressed as being Index Linked and payable pursuant to an provisions of the First Schedule

**"Council's Costs"**

The Council's proper and reasonable costs including (but not limited to)

- i) production of a Certificate
- ii) dealing with correspondence from buyer's and seller's solicitors and/or the Land Registry

iii) investigating title

iv) ascertaining that the terms of Part 1 of the First Schedule have been complied with

“Deed of Adherence”

A Deed of Adherence in the form set out at Annex 4C with such minor modifications as the Council may agree in writing

“Designated Area”

The Designated Area for the purposes of the West Dean and West Tytherley Neighbourhood Plan which is shown edged in red on the map annexed hereto at Annex 3 or in the event that the boundaries of the Designated Area are at any time amended then as shown on the map identifying the amended area

“Development”

The construction of eleven (11) Dwellings with associated parking access and landscaping works and installation of package treatment plant in accordance with the plans and other particulars which accompany the Application

“Discount Market Housing”

Affordable Housing for sale to be sold to Qualifying Persons at the Maximum Selling Price in accordance with the DMU Sale Scheme Terms

“Discount Market Unit” and “DMU”

Any individual unit of Discount Market Housing

|                          |                                                                                                                                                                                                                        |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Disposal"               | Means disposal of a DMU by way of transfer of a freehold interest or the grant of a lease for a term of not less than 125 years and "dispose" shall be construed accordingly                                           |
| "Disposal Notice"        | A notice in the form set out at Annex 4B to be given to the Council by a Mortgagee in Possession or DMU Mortgagee in Possession prior to an Exchange on a relevant DMU                                                 |
| "DMU Applicant"          | A person applying to the Council by way of a DMU Application to be approved for the purchase of a DMU                                                                                                                  |
| "DMU Application"        | An application on a DMU application form (a copy of which is annexed hereto at Annex 5) made to the Council by a person wishing to purchase a DMU and applying to the Council to be approved for the purchase of a DMU |
| "DMU Disposal Covenants" | The covenants set out in Section C                                                                                                                                                                                     |
| "DMU Mortgagee"          | means the proprietor of a registered charge or mortgage including a charge by way of legal mortgage over a relevant DMU and any person deriving title under the DMU Mortgagee                                          |
| "DMU Owner"              | the person registered at the Land Registry as the proprietor(s) of a relevant DMU (other than the                                                                                                                      |

|                                |                                                                                                                                                                                                                                                                     |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | proprietor of a registered charge) and references to the Owner shall include the DMU Owner (as a successor in title to the Owner) where applicable                                                                                                                  |
| "DMU Sale Scheme Terms"        | the DMU Sale Scheme Terms as set out in Section D                                                                                                                                                                                                                   |
| "Dispute Resolution Procedure" | The procedure set out in Clause 10                                                                                                                                                                                                                                  |
| "Dwelling"                     | Any dwelling unit erected pursuant to the Permission and "Dwellings" shall be construed accordingly                                                                                                                                                                 |
| "Exchange"                     | Exchange of a contracts for the sale of a DMU or a Former DMU                                                                                                                                                                                                       |
| "the Footpath Link"            | A footpath on the Site in the position and along the route shown coloured dark green on the Site Layout Plan having a minimum width of 1.5 metres and constructed with a bonded gravel surface and which connects with the footpath network to the east of the Site |
| "Footpath Link Specification"  | A specification detailing the mode of construction of the Footpath Link to be submitted to and approved in writing by the Council                                                                                                                                   |
| Former DMU"                    | A DMU that has gone through the procedure set out in the DMU Sale Scheme Terms or in the case of a Mortgagee in Possession or a DMU Mortgagee in Possession the procedure set out in                                                                                |

|                       |                                                                                                                                                                                                                                                                  |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | Section E and has failed to be sold under the DMU Sale Scheme Terms or under the provisions of Section E (whichever applies) and can now be sold on the open market                                                                                              |
| "Gross Internal Area" | Gross internal area as determined in accordance with the RICS publication – Code of Measuring Practice, 6 <sup>th</sup> edition, May 2015                                                                                                                        |
| "Head of Housing"     | The Council's Head of Housing and Environmental Health for the time being or such other person as the Council may appoint from time to time to perform its housing functions or such other officer of the Council as may have been authorised to act in his name |
| "Homes England"       | The government agency known as Homes England whose responsibilities include support for the building of new homes with the focus on affordability quality and good design (or such other body or agency as may replace it from time to time)                     |
| "Index Linked"        | Index linked in accordance with the provisions of Clause 6                                                                                                                                                                                                       |
| "Local Connection"    | In relation to any person means a connection to a particular geographical area by reason of any one or more of the criteria set out in Section 2.3 <b>Rural Vacancies</b> of the Scheme of Allocations or such                                                   |

other criteria as may amend or replace them from time to time

"Maintenance Plan" The maintenance plan for the Treatment Plant attached hereto at Annex 7

"Management Company" The private limited company (registered at Companies House) the purpose of which will be (inter alia) to manage and maintain the Common Parts and which shall include as its shareholders or members representatives of West Dean Parish Council and residents of the Development

"Maximum Selling Price" means 70% of the Agreed Open Market Value of the relevant DMU (being the Agreed Open Market Value less the Percentage Discount) such Maximum Selling Price having been first notified to the Council in accordance with Section D and agreed by the Council or if not agreed determined in accordance with the Dispute Resolution Procedure

"Monitoring Contribution" The sum of ONE THOUAND FIVE HUNDRED POUNDS (£1,500.00) (Index Linked) as a contribution towards the costs incurred by the Council in monitoring performance of and compliance with the obligations set out in this

Agreement (save for those concerned with the mitigation of nitrate deposition and self-build monitoring)

"Mortgagee in Possession"

A mortgagee who, in right of a legal mortgage, has entered into and is in possession of a DMU including a Law of Property Act receiver

"Mortgagee in Possession Disposal Covenants and Procedure"

Means covenants and procedure set out in Section E

"New Forest International Nature Conservation Designations Contribution"

The sum of **SEVENTY ONE THOUSAND FOUR HUNDRED AND SEVENTY FIVE POUNDS** (£71,475.00) (Index Linked) comprising the sum of **SIXTY THREE THOUSAND SIX HUNDRED AND FIFTY POUNDS** (£63,650.00) by way of contribution towards the costs of providing Suitable Alternative Natural Greenspace (SANG) and the sum of **SEVEN THOUSAND EIGHT HUNDRED AND TWENTY FIVE POUNDS** (£7,825.00) by way of contribution towards Strategic Access Management and Monitoring (SAMM) to mitigate the impacts of the Development on the New Forest International Nature Conservation Designations in accordance with the Council's New Forest International Nature

Conservation Designations: Recreation Mitigation  
Supplementary Planning Document, January 2025

“Nitrate Mitigation Land” The land shown coloured blue coloured yellow and  
coloured light green on the Site Layout Plan

“Nitrate Mitigation  
Management Plan” A plan or plans (a copy or copies of which are  
annexed hereto at Annex 8) for the management  
and maintenance of the Nitrate Mitigation Land so  
as to ensure that is taken out of agricultural use  
and managed as described therein

“Nitrate Monitoring  
Contribution” The sum of **FIVE HUNDRED POUNDS** (£500.00)  
(Index Linked) by way of contribution towards the  
costs incurred by the Council in monitoring  
performance of and compliance with the  
obligations set out in this Agreement concerned  
with the mitigation of nitrate deposition

“Occupation” Occupation for the purposes permitted by the  
Permission but not including occupation by  
personnel engaged for the purposes of  
construction fitting out security or repair and  
“Occupy” and ‘Occupied’ shall be construed  
accordingly

“Offer” Means an unqualified written offer to sell

- i) a DMU to a Qualifying Person as the case may be; or
- ii) a Former DMU to a willing purchaser on the open market

**"Open Market Value"**      The estimated price which could be reasonably expected to be obtained for a relevant DMU (or in the case of a Former DMU a relevant Former DMU) on a Disposal on the open market by a willing seller to a willing purchaser in an arm's length transaction and free of the DMU Sale Scheme Terms

**"Owner's Covenants"**      Disposal      The Owner's covenants set out in Section B

**"Parish Council"**      Means West Dean Parish Council

**"Parish Council Land"**      That part of the Nitrate Mitigation Land shown coloured light green on the Site Layout Plan

**"Parish Council Land Restoration Plan"**      Land      The plan (a copy of which is annexed hereto at Annex 9) for the restoration of the Parish Council Land to include (but without limitation) measures for the clearance of scrub the removal of agricultural waste for new planting and for making the Parish Council Land safe for access by

members of the public and so as to ensure that it is taken out of agricultural use and managed as described therein

"Parish Council Transfer" Means a transfer of land to the Parish Council in the form set out at Annex 10

"Percentage Discount" Means thirty percent (30%)

"Permission" Planning permission granted for the Development pursuant to the Application

"Plan 1" The plan marked "Plan 1" showing the Site attached at Annex 1

"Plot 6 Self-build Monitoring Contribution" The sum of **TWO HUNDRED AND FIFTY POUNDS** (£250.00) (Index Linked) by way of contribution towards costs incurred by the Council in monitoring performance of and compliance with the obligations set out in Part 3 of the Schedule in so far as these relate to Plot 6 as shown on the Site Layout Plan

"Plot 7 Self-build Monitoring Contribution" The sum of **TWO HUNDRED AND FIFTY POUNDS** (£250.00) (Index Linked) by way of contribution towards costs incurred by the Council

in monitoring performance of and compliance with the obligations set out in Part 3 of the Schedule in so far as these relate to Plot 7 as shown on the Site Layout Plan

“Qualifying person”

An individual who is unable to compete on the open housing market from time to time on account of insufficient household resources to purchase property on the open market as well as meeting the financial eligibility criteria for low cost home ownership set out from time to time by Homes England and for the avoidance of doubt it will not (save in exceptional circumstances as determined by the Council in its absolute discretion) be considered appropriate to allocate a DMU where the individual already owns a freehold or leasehold interest in another residential property

“Relevant indexation Base Date”

Means 1<sup>st</sup> April 2025

“Reserved Matters Approval”

Any approval of reserved matters pursuant to the Permission

“RICS”

The Royal Institution of Chartered Surveyors

“RPI”

The “All Items” Index of Retail Prices published by the Office for National Statistics

“Sale Notice”

Means a Sale Notice in the form set out at Annex 4A **PROVIDED THAT** such Sale Notice shall only remain valid for a period not exceeding eighty (80) days

“Scheme of Allocations” The scheme of allocations established by the Council in accordance with statutory guidance issued by the Secretary of State for the purposes of determining prioritisation of applicants for Affordable Housing or such other document as may replace it

“Secretary of State” The Secretary of State for Housing Communities and Local Government or any successor secretary of state responsible for housing

Serviced Plot of Land” Has the meaning ascribed to that expression in s5 of the 2015 Act

“Site Layout Plan” The plan marked “Site Layout Plan” annexed hereto at Annex 2

“Standards” means the size standards promoted by Homes England as at the date of this Deed

|                                 |                                                                                                                                                                                       |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Transfer"                      | A completed Land Registry form of transfer to be lodged with the Land Registry to effect registration of a Disposal of a relevant DMU                                                 |
| "Transferee"                    | means a person to whom either a freehold or leasehold interest of not less than 125 years in a DMU has been transferred                                                               |
| "Treatment Plant"               | A Kingspan/klargester Environmental BioDisc wastewater treatment system as described in the Treatment Plant Specification                                                             |
| "Treatment Plant Specification" | The specification for the Treatment Plant attached hereto at Annex 6                                                                                                                  |
| "Trigger Point"                 | Any event being either Commencement or Occupation of a specified number of Dwellings which gives effect to an obligation under this Agreement on the part of the Owner to the Council |
| "User Guide"                    | Any use guide or equivalent document in respect of the Treatment Plant issued by the manufacturer thereof from time to time                                                           |
| "Valuation"                     | means a valuation undertaken by a Valuer or estate agent in accordance with the RICS Valuation – Global Standards issued November                                                     |

2019 (Red Book) or the equivalent appertaining at the date of valuation and undertaken not less than eight (8) weeks before the date of service of a Sale Notice or a final Sale Notice

“Valuer” means an external qualified chartered surveyor with a minimum of 10 years’ experience and knowledge of house sales in the administrative area of the Council who is registered by the RICS

“Working Day” Any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Eve and New Year’s Day inclusive

2.2 Where in this Agreement reference is made to a clause sub-clause paragraph schedule annex plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule annex plan or recital of or (in the case of a plan or annex) attached to this Agreement and any reference to a Section is a reference to a Section in Part 1 of the First Schedule

2.3 Words denoting any one gender only shall include both genders and may be used interchangeably and words denoting natural persons include firms companies and corporations and vice versa

- 2.4 Words importing the singular number only shall include the plural number and vice versa and where there is more than one covenantor the obligations of such covenantors shall be joint and several
- 2.5 Any reference to a statute or statutory instrument (whether or not specifically named) includes any statute or statutory instrument amending consolidating or replacing them respectively and for the time being in force and references to a statute include all statutory instruments orders plans regulations byelaws permissions and directions for the time being made issued or given or deriving validity therefrom
- 2.6 Where the agreement, approval, consent or expression of satisfaction is required to be given or reached or taken by any party under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 2.7 Save where the context otherwise requires references to any party shall include the successors in title of that party
- 2.8 References in this Agreement to the Council shall include references to any successor to its statutory functions as a local planning authority

### **3. Legal Effect**

- 3.1 This Agreement is executed by the parties as a deed and shall constitute a planning obligation for the purposes of section 106 of the Act to the intent that it shall bind the Owner and its successors in title to each and every part of the Site

- 3.2 This Agreement may be enforced by the Council in its capacity as local planning authority against the Owner and any person deriving title to the Site or any part of it from the Owner
- 3.3 None of the terms obligations and covenants in this Agreement shall be binding upon or enforceable against:
- 3.3.1 any statutory undertakers in relation to any part or parts of the Site acquired by them for electricity substations gas governor stations or pumping stations or the provision of other infrastructure as may be required to fulfil their statutory functions
- 3.3.2 any mortgagee or chargee from time to time which shall have acquired the benefit of a mortgage or charge of the whole or part of the Site after the date of this Agreement unless and until such mortgagee or chargee has entered into possession of the Site or any part to which such obligation or covenant relates **PROVIDED THAT** the mortgagee or chargee shall not be liable for any breach of the obligations in this Agreement unless it has committed the same or to the extent that the same are continuing at the time when the mortgagee or chargee is in possession of all or any part of the Site in respect of the period only when it is in possession save for the obligations in Part 1 of the First Schedule which for the avoidance of doubt shall be enforceable against any mortgagee or chargee irrespective of when their interest in the Site was acquired
- 3.4 Any person shall upon parting with all interest in any part of the Site be released from all obligations rights and duties under the terms of this Agreement insofar

as they relate to such part of the Site (save in the respect of liability for any antecedent breach of this Agreement) and shall upon parting with the entirety of their interest in the Site as a whole be released from all liability whatsoever under the terms of this Agreement save insofar as it relates to an antecedent breach of this Agreement

3.5 Save for Clause 7 which shall take effect on the date hereof this Agreement shall not take effect until the following conditions precedent have been satisfied

3.6.1 the Permission has been granted; and

3.6.2 the Development has been Commenced

but thereupon shall have full force and effect

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

3.7 If any individual clause or paragraph in this Agreement is subsequently held to be unenforceable by a court the parties agree that the offending clause or paragraph shall cease to be binding and shall be severed from this Agreement **PROVIDED HOWEVER THAT** the severing of such a clause or paragraph shall not affect the continuing enforceability of the remainder of this Agreement

3.8 If the Permission shall expire within the meaning of sections 91, 92 and 93 of the Act or is revoked modified or otherwise withdrawn then this Agreement shall

cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accrued or accruing to the Owner by virtue of anything done by the Council or vice-versa in connection with or arising from the terms of this Agreement

3.9 Except insofar as legally or equitably permitted nothing contained within this Agreement shall fetter the Council in the future exercise of its rights and powers under the Act the Local Government Act 1972 or any other statutory power

3.10 No-one other than the parties and their successors in title is intended to have any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999

#### **4. Obligations**

4.1 The Owner covenants with the Council to observe and perform the obligations contained in the First Schedule

#### **5. Covenants by the Council**

The Council covenants with the Owner to observe and perform the obligations and agreements on its part contained in the First Schedule, Part 1, Section F and the Second Schedule

#### **6. Indexation**

6.1 For the purposes of this Agreement any reference to any Contribution including any constituent part of a Contribution as being "Index Linked" shall mean such Contribution as adjusted in accordance with the following formula namely

$$\frac{A \times B}{C}$$

Where

A is the Contribution specified in this Agreement

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

C is the figure at which the RPI stood at the Relevant Indexation Base Date

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

6.3 It is hereby declared and agreed between the parties hereto that indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at the Relevant Indexation Base Date

## **7. Costs**

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

## **8. Local Land Charge**

This Agreement is a local land charge and shall be registered as such by the Council in respect of the Site

## **9. Service Provisions**

9.1 Any notice or other written communication to be served upon or given by one party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery

post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing

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

9.2.1 for the Owner as specified above or such other address as shall have been notified to the Council's Head of Planning and Building in writing

9.2.2 for the Council as specified above marked "for the attention of the Head of Planning and Building Services"

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

## **10. Dispute Resolution Procedure**

10.1 Save for matters of construction (which shall be matters for the Court) in the event of any dispute arising between the parties or any of them in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an expert ("Expert") to be agreed upon between the parties or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors and the Expert's decision shall be final and binding on the parties hereto with the exception of a manifest error and whose costs (including the reimbursement of the costs of any other expert's fees) shall be at his discretion

- 10.2 The Expert shall have at least ten (10) years post qualification experience in the subject matter of the dispute
- 10.3 The Expert shall be appointed subject to an express requirement that he reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event in accordance with the timescales set out in Clause 10.4 below
- 10.4 Within ten (10) Working Days of his appointment the Expert shall be required to give notice to each of the parties inviting each of them to submit to him within such period as he shall reasonably determine written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submissions and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing and with reasons as soon as reasonably practicable after receipt of any counter submissions or in the event that there are no counter submissions within twenty (20) Working Days of receipt of the written submissions and supporting material and in the absence of manifest error the Expert's decision shall be final and binding on the said parties
- 10.5 It is hereby declared and agreed between the parties hereto that nothing in this Clause 10 shall be taken to fetter the ability of either party to seek legal redress in respect of any breach of the obligations entered into by the other party to this Deed

## **11. Warranty**

The Owner hereby warrants to the Council that as at the date of this Agreement its legal interest in the Site is as set out in this Agreement at Recital B.1 and that it has not granted any other legal interest in the Site to any person (other than as may otherwise have been disclosed to the Council at the date hereof) and consents to its interest in the Site being bound by this Agreement

## **12. Section 73 Permissions**

Unless otherwise agreed between the parties if a planning permission pursuant to Section 73 of the Act (a "s73 Permission") is granted by the Council in relation to the Development, then with effect from the date that each such s73 Permission is granted

i) the obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Permission) relate to and bind each such s73

Permission and the Site itself without any further act by the parties; and

ii) the definition of "the Application" "the Development" and "the

Permission" in this Agreement shall be construed to include reference to any

Application under Section 73 of the Act the s73 Permission granted

pursuant to any such application and the development permitted by such s73

Permission

### **PROVIDED THAT**

a) nothing in this clause shall fetter the discretion of the Council in determining any application under Section 73 of the Act; and

- b) to the extent that any of the obligations of this Agreement have already been discharged at the date that any s73 Permission is granted they shall remain discharged for the purposes of the s73 Permission

**13. Stamp Duty Land Tax**

Entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required.

**14. Value Added Tax**

Any Contribution required to be paid under the terms of this Agreement shall be increased by the amount of any Value Added Tax properly payable in respect of such Contribution

**THE FIRST SCHEDULE**  
**PART 1**  
**Discounted Market Units**

**SECTION A General Obligations**

The Owner covenants with the Council as follows:-

1. To construct all Discounted Market Units in accordance with the Standards
2. To construct five (5) Discount Market Units, comprising five (5) x two (2) bedroom houses, identified as plots 1 – 5 on the approved site layout plan.
3. To transfer any Discounted Market Unit
  - 3.1 with full title guarantee of either a freehold or leasehold interest; and
  - 3.2 so that it is provided, without additional cost to the Transferee or the DMU Owner, with vehicular access and use of foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Discounted Market Unit linking in each case to the estate roads and service systems to be constructed laid or otherwise provided as part of the remainder of the Development and connected to highways and sewers that serve the area
4. Not to dispose of any Discounted Market Unit other than in accordance with the DMU Sale Scheme Terms
5. To observe and perform the Owner's Disposal Covenants and the DMU Disposal Covenants
6. In the case of any Mortgagee in Possession of a Discounted Market Unit not to dispose of the said Discounted Market Unit other than in accordance with the Mortgagee in Possession Disposal Covenants and Procedure

## **Section B The Owner's Disposal Covenants**

The Owner covenants as a direct covenant with the Council and these Owner's Disposal Covenants shall be enforceable by the Council as follows:-

1. Not to dispose of any DMU except by way of a Disposal.
2. Not to dispose of any DMU or Former DMU except in strict accordance with the DMU Sale Scheme Terms.
3. Not at any time to dispose of any DMU for more than the Maximum Selling Price
4. Not to cause or permit the DMU to be occupied at any time or in any way except by the DMU Owner and any persons living with the DMU Owner as part of his or her family (within the meaning of Section 186 of the Housing Act 1985) or persons with whom he or she would otherwise share a dwelling in circumstances where there is not intended to be a relationship of landlord and tenant.
5. Not at any time to dispose of any DMU unless the Transfer or the Lease to the Buyer contains the DMU Disposal Covenants as set out in Section C.
6. Not at any time to complete a Disposal of any DMU unless the Buyer completes the Deed of Adherence simultaneously with the Transfer or Lease.
7. Not to complete a Disposal of a Former DMU unless the sum equivalent to the Percentage Discount of the sale price of the Former DMU has been paid to the Council in accordance with paragraph 4 of Section E
8. Within five (5) Working Days of completion of a Transfer or Lease of a DMU or Former DMU:

- a) In the case of a DMU produce or procure the production of a certified copy of the completed Transfer or Lease and Deed of Adherence to the Solicitor to the Council with an Official copy of title; or
  - b) In the case of a Former DMU to produce or procure the production of a certified copy of the completed Transfer or Lease to the Solicitor to the Council with an Official copy of title; and
  - c) In either case pay or to procure the payment of the Council's Costs
9. To take all reasonable and prudent steps to avert repossession of the relevant DMU by a Mortgagee or a DMU Mortgagee and to inform the Council immediately in the event of receiving notification from the Mortgagee or a DMU Mortgagee of any breach of any obligations under their mortgage.

### **Section C DMU Disposal Covenants**

The Owner covenants as a direct covenant with the Council and these DMU Disposal Covenants shall be enforceable by the Council as follows:

1. The Owner shall not dispose of a DMU unless the Transfer or Lease contains the following covenants set out in paragraphs 2, 3 and 4 of this Section C with only such changes as are reasonably necessary to make such covenants applicable to the Transfer or Lease to the Buyer including the insertion of the relevant definitions contained in this Agreement **PROVIDED THAT** for the avoidance of doubt this shall not apply in the case of the Disposal of a Former DMU.
2. *The [transferee] or [lessee] covenants with the transferor or lessor as follows:*

- a) *To observe and perform the provisions contained in Sections B C and D of Part 1 of the First Schedule of an Agreement made under s106 of the Town and Country Planning Act 1990 on [     ] between Test Valley Borough Council (1) and Glebe Farm (Salisbury) Limited (2) ("the Deed")*
  - b) *Not to dispose of the property except in strict accordance with the DMU Sale Scheme Terms contained in Section D of Part 1 of the First Schedule of the Deed*
  - c) *To enter into a Deed of Adherence with Test Valley Borough Council simultaneously on the transfer of the property in accordance with the DMU Sale Scheme Terms contained in Section D of Part 1 of the First Schedule of the Deed*
3. *Within five (5) Working Days of completion of the Transfer or Lease of a DMU or Former DMU:*
- a) *In the case of a DMU to produce a certified copy of the completed Transfer or Lease and Deed of Adherence to the Solicitor to the Council with an official copy of title; or*
  - b) *In the case of a Former DMU to produce a certified copy of the completed Transfer or Lease to the Solicitor to the Council with an official copy of title; and*
  - c) *In either case pay the Council's Costs.*
4. *To make an application to the Chief Land Registrar to enter a Restriction in the registers of title of the property that:*

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without certificate signed by the Solicitor to Test Valley Borough*

*Council that the provisions of Part 1 of the First Schedule of the Deed have been complied with or that they do not apply to this disposition”*

#### **Section D DMU Sale Scheme Terms**

The Owner covenants as a direct covenant with the Council and these DMU Sale Scheme Terms shall be enforceable by the Council as follows:

1. Before seeking to dispose of the relevant DMU the Owner shall:
  - a) deliver to the Council a Sale Notice; and
  - b) provide evidence of the Agreed Open Market Value; and
  - c) provide to the Council confirmation of the proposed marketing arrangements for the sale of the DMU
2. Within five (5) Working Days of receipt of a Sale Notice the Council shall:
  - a) provide written confirmation that the Maximum Selling Price and/or Agreed Open Market Value proposed by the Owner in the Sale Notice is accepted by the Council; or
  - b) if the Maximum Selling Price and/or Agreed Open Market Value is not accepted by the Council the Council shall have a further five (5) Working Days to request further evidence of the Open Market Value and agree with the Owner or their Valuer an Agreed Open Market Value
  - c) if the Maximum Selling Price and/or Agreed Open Market Value cannot be agreed pursuant to paragraph 2 b) of this Section D the Council shall provide notification that the matter has been referred for determination in accordance with the Dispute Resolution Procedure the outcome of which determination shall be notified to the Owner by the Council within five (5) Working Days of receipt or within such other period as may be agreed in writing with the Council;

3. Within five (5) Working Days of either:

- a) written confirmation that the Maximum Selling Price and/or Agreed Open Market Value as either stated in the Sale Notice or as agreed pursuant to paragraph 2. b) above is accepted by the Council; or
- b) determination of the Maximum Selling Price pursuant to the Dispute Resolution Procedure

the Council shall provide confirmation that the marketing arrangements submitted pursuant to paragraph 1(c) have been approved and then and only then the Owner may begin marketing the DMU

4. Within 5 Working Days of receipt of a DMU Application and upon being satisfied that the DMU Applicant is both a Qualifying Person and has a Local Connection to the Designated Area (or where no such person can be found to the administrative area of the Council) the Council will refer the DMU Application to the DMU Owner or as the case may be his duly appointed representative and the DMU Owner (or his representative) shall contact the relevant DMU Applicant with a written Offer at no more than the Maximum Selling Price and shall use reasonable endeavours to sell the DMU to such DMU Applicant

5. If the DMU Owner fails to Exchange with a DMU Applicant within eight (8) weeks (or such other period as may be agreed in writing by the Council) from the date of receipt of an Offer by the DMU Applicant then the DMU Owner shall forthwith withdraw that Offer and instead make an Offer to another DMU Applicant whose details have been referred to the DMU Owner by way of a DMU Application

6. If either:

- (a) a DMU Owner fails to Exchange with a DMU Applicant within eight (8) weeks (or such other period as may be agreed in writing by the Council) from the date of

receipt of the Offer by the DMU Applicant and no other DMU Applicant's details have been referred to the DMU Owner to whom the DMU Owner is able to make an Offer; or

(b) there are no DMU Applicants;

then the DMU Owner shall notify the Head of Housing of the relevant circumstances as the case may be and the procedure set out in paragraph 9(b) shall then be followed

7. Within five (5) Working Days after Disposal of a DMU the Buyer shall provide the Council with a certified copy of the Transfer or Lease, the completed Deed of Adherence and an Official copy of title.

8. The Council shall on receipt of the items referred to in paragraph 7 of this Section D together with the Council's Costs provide a Certificate **PROVIDED THAT** the provisions of this First Schedule have been complied with.

9. If either:

- a) the Council shall fail to respond to any Sale Notice within fifteen (15) Working Days (having been given a written reminder to respond not less than five (5) Working Days before the expiration of that period) ; or
- b) the Owner fails to Exchange with a DMU Applicant within eight (8) weeks (or such other period as may be agreed in writing by the Council) from the date of receipt of the Offer by the DMU Applicant and no other DMU Applicant's details have been referred to the DMU Owner to whom the DMU Owner is able to make an Offer

**THEN** in either case the DMU Owner shall serve on the Council a final Sale Notice and shall then be entitled to dispose of the relevant DMU to a willing purchaser on the open market as a Former DMU **PROVIDED THAT:**

- i) in the event that the Council does not accept the Agreed Open Market Value the parties shall follow the procedure set out in paragraph 2. b) and 2. c) respectively of this Section D; and
  - ii) on Disposal of the Former DMU the Owner shall pay to the Council a sum equivalent to the Percentage Discount of the actual sale price of the Former DMU **PROVIDED THAT** the actual sale price shall not be less than 90% of Agreed Open Market Value as stated in the final Sale Notice without the written consent of the Council (such consent not to be unreasonably withheld or delayed) and in the event that the DMU Owner falls to obtain such written consent from the Council and sells the Former DMU for less than 90% of the Agreed Open Market Value then the DMU Owner shall pay to the Council the sum equivalent to the Percentage Discount of the Agreed Open Market Value as stated in the final Sale Notice
10. In the event that the relevant DMU is disposed of as a Former DMU in accordance with this Section D and upon receipt by the Council of the sum received pursuant to paragraph 9. b) ii) then:
- a) the provisions of this First Schedule shall cease to apply to the Former DMU;
  - b) the Council shall promptly on request provide an RX1 to remove any restrictions on title relating to that Former DMU; and
  - c) the Council shall use the sum received pursuant to paragraph 9. b) ii) towards the provision of Affordable Housing.

## **SECTION E Mortgagee in Possession Disposal Covenants and Procedure**

The following covenants shall bind a Mortgagee in Possession and are enforceable by the Council:

In the case of the Mortgagee in Possession entering into possession or exercising a power of sale in relation to the DMUs or a relevant DMU the provisions of this Section E shall apply.

1. The Mortgagee in Possession shall before seeking to dispose of the DMUs or the relevant DMU serve on the Council a Disposal Notice.
2. The Mortgagee in Possession shall then be entitled to dispose of the DMUs or the relevant DMU to a willing purchaser on the open market as a Former DMU(s).
3. The Mortgagee in Possession shall certify to the Council:
  - a) the actual sale price achieved in respect of the Former DMUs or the relevant Former DMU
  - b) whether the sale price achieved has discharged all of the mortgage debt and costs
  - c) the amount of any sum payable to the Council in accordance with paragraph 4 below.
4. On Disposal of the Former DMU(s) or the relevant Former DMU the Mortgagee in Possession shall pay to the Council a sum equal to the Percentage Discount of the actual sale price of the Former DMUs or relevant Former DMU unless the actual sale price is not sufficient to discharge all of the mortgage debt and costs.
5. Pursuant to a Disposal in accordance with the above provisions and upon receipt by the Council of the sum received pursuant to paragraph 4 above then:
  - a) the provisions of this First Schedule shall cease to apply to the Former DMUs or relevant Former DMU;

- b) the Council shall promptly on request provide a duly signed and completed RX4 to withdraw any restrictions on title relating to the Former DMUs or relevant Former DMU; and
- c) the Council shall use the sum received pursuant to paragraph 4 above towards the provision of Affordable Housing.

## **SECTION F Council's Obligations**

- 1. To respond as soon as reasonably possible to any request under Section D to agree an Agreed Open Market Value.
- 2. To act reasonably in dealing with all matters relating to disposals of a DMU or Former DMU as the case may be.
- 3. On a Disposal of a DMU or a Former DMU in accordance with Section D or Section E promptly to give a Certificate **PROVIDED THAT** the provisions of Section D or Section E (whichever is applicable) have been complied with.
- 4. In the case of a Former DMU, promptly to remove any restrictions on title relating to that Former DMU.

## **PART 2** **Occupancy Restrictions**

- 1. Not to Occupy or cause or permit Occupation of any DMU

otherwise than strictly in accordance with the following conditions namely:-

- a. Upon first Disposal of any DMU the relevant DMU shall only be disposed of to and thereafter Occupied by a person who
  - i. is a Qualifying Person (together with any spouse partner or dependant of such a person whilst residing with him) and
  - ii. has a Local Connection with the Designated Area

but subject to paragraph 1(b) below

- b. If within three (3) months of any DMU becoming available for Occupation no person satisfying the requirements of paragraph 1(a) above can be found on a first Disposal who is willing and able to purchase the relevant DMU then the relevant DMU may be disposed of to and thereafter Occupied (but only with the prior written consent of the Head of Housing who shall have previously been consulted) by a person who
  - i. is a Qualifying Person (together with any spouse partner or dependant of such a person whilst residing with him) and
  - ii. has a Local Connection with any part of the administrative area of the Council
- c. Upon a second or subsequent Disposal of any DMU the relevant DMU shall only be disposed of to and thereafter Occupied by a person who
  - i. is a Qualifying Person (together with any spouse partner or dependant of such a person whilst residing with him) and
  - ii. has a Local Connection with the Designated Area

but subject to paragraph 1(d) below

- d. If within twelve (12) weeks of any DMU being first marketed for sale no person satisfying the requirements of paragraph 1(c) above can be found on a second or subsequent Disposal who is willing and able to purchase the relevant DMU then the relevant DMU may be disposed of to and thereafter Occupied (but only with the written consent of the Head of Housing who shall have previously been consulted) by a person who
  - i. is a Qualifying Person (together with any spouse partner or dependant of such person whilst residing with him) and

- ii. has a Local Connection with any part of the administrative area of the Council

**PART 3**  
**Self Build Plots**

1. Not to Occupy any Dwelling until Plot 6 and Plot 7 as shown on the Site Layout Plan shall have each been laid out and provided as a Serviced Plot of Land
2. No Serviced Plot of Land shall be developed or used for any purposes other than for self-build and custom housebuilding as defined in s1A of the 2015 Act
3. No Dwelling shall be constructed on any Serviced Plot of Land other than in accordance with the design criteria set out at paragraph 4 below and unless and until its design shall have been approved by the Council through a separate planning application in that behalf or through an application for approval of Reserved Matters pursuant to the Application
4. The criteria referred to at paragraph 3 above are as follows, namely:-
  - 3.1 no more than 185sqm. Gross Internal Area (inclusive of any garage)
  - 3.2 no more than two storeys in height
  - 3.3 no more than 8.5m in height as measured from the finished floor level to the ridge of the roof (excluding any chimney)
5. No Dwelling constructed on a Serviced Plot of Land shall be first Occupied other than by a person listed on the register maintained by the Council under s1(1) of the 2015 Act
6. Prior to Commencement of Development of Plot 6 as shown on the Site Layout Plan to pay to the Council the Plot 6 Self-build Monitoring Contribution and not to

Commence any part of the Development of Plot 6 unless and until the Plot 6 Self-build Monitoring Contribution has been paid to the Council as aforesaid

7. Prior to Commencement of Development of Plot 7 as shown on the Site Layout Plan to pay to the Council the Plot 7 Self-build Monitoring Contribution and not to Commence any part of the Development of Plot 7 unless and until the Plot 7 Self-build Monitoring Contribution has been paid to the Council as aforesaid

#### **PART 4** **Nitrate Mitigation**

1. Prior to Occupation of the first Dwelling to be Occupied to carry out and complete the measures for the restoration of the Parish Council Land set out in the Parish Council Land Restoration Plan and not to Occupy any Dwelling unless and until those measures have been carried out and completed as aforesaid
2. Not at any time
  - 2.1 to use or permit the use of the Nitrate Mitigation Land for any agricultural purposes;
  - 2.2 to graze or to permit the grazing of any animals thereon;
  - 2.3 to deposit or permit to be deposited any nitrate fertiliser thereon
3. Upon and from first Occupation of the first Dwelling to be Occupied to implement and promote the objectives of the approved Nitrate Mitigation Management Plan and ensure that (so far as is reasonably practicable) its objectives are met.
4. On the first, third, fifth and tenth anniversaries of first Occupation of the first Dwelling to be Occupied to provide to the Council a report outlining details of the management and/or maintenance activities set out in the Nitrate Mitigation

Management Plan which have been delivered in the first twelve month period or as the case may be in the period since the immediately preceding report and for the avoidance of doubt where any part or parts of the Nitrate Mitigation Land are in separate ownership this requirement may be satisfied in relation to any such part or parts (but not further or otherwise) by submission of a report relating to that part or parts only

5. Prior to first Occupation of the first Dwelling to be Occupied to complete the works for the installation of the Treatment Plant in accordance with the requirements of the manufacturer and in the location described in the plans and drawings accompanying the Application and not to Occupy any Dwelling until the said works have been completed as aforesaid
6. To retain manage and maintain the Treatment Plant including replacing the same as and when necessary in accordance with the manufacturer's recommendations and User Guide and in accordance with the Maintenance Plan so as to ensure that it shall continue to function properly for the purpose for which it is designed
7. Prior to Occupation of the first Dwelling to be Occupied to pay to the Council the Nitrate Monitoring Contribution and not to Occupy any Dwelling until the Nitrate Monitoring Contribution has been paid to the Council as aforesaid

## **PART 5**

### **Footpath Link**

1. Prior to Commencement to submit the Footpath Link Specification to the Council for approval and not to Commence the Development unless and until the Council has given its approval in writing for the Footpath Link Specification

2. Prior to Occupation of any Dwelling to complete construction of the Footpath Link in a proper and workmanlike manner and in accordance with the Footpath Link Specification

**PART 6**  
**Transfers**

1. Not to Occupy or cause or permit Occupation of more than nine (9) Dwellings unless and until

1.1 an offer to transfer a freehold interest in the Footpath Link has been made to the Parish Council on substantially the terms of the Parish Council Transfer; and

1.2 the Parish Council has entered into the Parish Council Transfer in respect of the Footpath Link within a period of forty two (42) days of receipt of such offer

**PROVIDED HOWEVER AND FOR THE AVOIDANCE OF DOUBT** in the event that the Parish Council fail to enter into the Parish Council Transfer within the said period of forty two (42) days then this restriction on Occupation falls away and shall cease to apply

2. Upon transfer of the Footpath Link to the Parish Council, the Footpath Link shall be retained and maintained by the Parish Council such that it is available for use as such by members of the public

3. Not to Occupy more than nine (9) Dwellings unless and until

3.1 an offer to transfer a freehold interest in the Parish Council Land has been made to the Parish Council on substantially the terms of the Parish Council Transfer; and

3.2 the Parish Council has entered into the Parish Council Transfer in respect of the Parish Council Land within the period of forty two (42) days of receipt of such offer.

**PROVIDED HOWEVER AND FOR THE AVOIDANCE OF DOUBT** in the event that the Parish Council fail to enter into the Parish Council Transfer within the said period of forty two (42) days then this restriction on Occupation falls away and shall cease to apply

#### **PART 7**

##### **New Forest SPA Contribution**

Prior to Occupation of any Dwelling to pay to the Council the New Forest SPA Contribution and not to Occupy any Dwelling until the New Forest SPA Contribution has been paid to the Council as aforesaid

#### **PART 8**

##### **Management Company**

1. Prior to Commencement to submit to the Council for its approval full particulars of the Management Company and not to Commence the Development until those particulars have been approved in writing by the Council

2. Prior to Occupation of the first Dwelling to be Occupied to establish the Management Company in accordance with the particulars approved by the Council under paragraph 1 above
3. Thereafter to facilitate and to secure the management maintenance and operation of the Common Parts the Footpath Link and the Parish Council Land by the Management Company and to ensure that the Common Parts the Footpath Link and the Parish Council Land are managed and maintained to a good standard and in a competent and workmanlike manner

## **PART 9** **Miscellaneous**

1. Prior to Occupation of more than two (2) Dwellings the Owner shall pay to the Parish Council the sum of **TWELVE THOUSAND POUNDS** (£12,000.00) (Index Linked) by way of contribution towards the costs of providing a permissive footpath over land to the west of Rectory Hill West Dean and a further **ONE THOUSAND POUNDS** (£1,000.00) (Index Linked) by way of contribution towards the costs of subsequent maintenance thereof and no more than two (2) Dwellings shall be Occupied until both such sums shall have been paid to the Parish Council as aforesaid **PROVIDED THAT** in the event that works for the provision of the said permissive footpath have not been completed within a period of five (5) years from the date of Commencement of the Development then the Owner shall be entitled to a refund from the Parish Council of the said sums referred to above together with interest payable in accordance with s32, Land Compensation Act 1961
2. To notify the Council in writing of
  - i) the date of Commencement of the Development
  - ii) the date of first Occupation of the first Dwelling to be Occupied

iii) any Trigger Point

not later than seven (7) days after such event shall have occurred

## **THE SECOND SCHEDULE**

1. The Council covenants with the Owner:

- 1.1 to use all sums which the Council receives from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree in writing
- 1.2 to provide the Owner with such evidence as the Owner may reasonably require in order to confirm the expenditure of the sums paid by the Owner to the Council under this Deed

**IN WITNESS whereof** the parties hereto have executed this instrument as a deed

the day and year first above written

**EXECUTED AS A DEED by**  
**GLEBE FARM (SALISBURY) LIMITED**

acting by  
in the presence of: -

Witness signat

Witness name

Witness addre

**THE COMMON SEAL OF**  
**THE BOROUGH COUNCIL**  
**OF TEST VALLEY**

was hereunto affixed in the  
presence of: -

Authorised Officer Signatory



25705