

DATED

1st November

2023

(1) EAST HAMPSHIRE DISTRICT
COUNCIL, THE COUNCIL OF THE
BOROUGH OF HAVANT,
WINCHESTER CITY COUNCIL

AND

(2) SOUTH DOWNS NATIONAL PARK
AUTHORITY

AND

(3) ANDREW SELICK

AGREEMENT

**pursuant to Section 106 of the Town and
Country Planning Act 1990, section 33 of
the Local Government (Miscellaneous
Provisions) Act 1982 and other powers**

**relating to
land at the Warnford Park Estate,
Warnford, Hampshire**

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THIS DEED is made on

1st November

2023

BETWEEN:

(1) **EAST HAMPSHIRE DISTRICT COUNCIL** of Council Offices, Penns Place, Petersfield, GU31 4EX (“**EHDC**”)

THE COUNCIL OF THE BOROUGH OF HAVANT of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX (“**HBC**”);

WINCHESTER CITY COUNCIL of The Guildhall, City Offices, Colebrook Street, Winchester, SO23 9LJ (“**WCC**”)

(together the “**Councils**”);

(2) **SOUTH DOWNS NATIONAL PARK AUTHORITY** of South Downs Centre, North Street, Midhurst, West Sussex, GU29 DH (“**Mitigation Land Authority**”); and

(3) **ANDREW SELICK** of Warnford Park, Warnford, Southampton, SO32 3LB (“**Mitigation Land Owner**”)

BACKGROUND

A The Councils and the Mitigation Land Authority are the local planning authorities for the purposes of the Act for the area in which Development Land is situated.

B The Mitigation Land Authority is also the local planning authority for the purposes of the Act for the area in which the Mitigation Land is situated.

C The Mitigation Land Owner is the freehold owner of the Mitigation Land registered with title absolute at the Land Registry under Title Numbers HP506221 and HP614524.

D In accordance with the Habitats Regulations the Councils and the Mitigation Land Authority may only grant planning permission where they are satisfied that there will not be adverse effect on the European Designated Sites as a result of the proposed development.

E High levels of nitrates in the European Designated Sites means that the Councils and the Mitigation Land Authority cannot be satisfied that additional residential and other overnight accommodation will not have an adverse effect as a result of increased levels of nitrogen being discharged via wastewater treatment works.

F In order to ensure that there is no such adverse effect, it is proposed to offset the increase in nitrogen arising from the Occupation of a Development by inter alia imposing appropriate and counter-balancing restrictions on proportionate parts of the Mitigation Land.

G The Councils, the Mitigation Land Authority and the Mitigation Land Owner have agreed to enter into this Deed in order to regulate the use of the Mitigation Land in contemplation of applications for planning permission in respect of future development comprising residential and other overnight accommodation in the Councils’ and the Mitigation Land Authority’s area.

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 the Schedule to this Deed giving further defined terms and expressions to facilitate interpretation and unless stated to the contrary the specific definitions in the Schedule 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:

“1982 Act” means the Local Government (Miscellaneous Provisions) Act 1982;

“Access Provisions” means the duties on the Mitigation Land Authority and other terms as set out in Part 2 of the Schedule to this Deed;

“Act” means the Town and Country Planning Act 1990 (as amended);

“Activation Date” means the date of service of the first Notice of Purchase;

“Agriculture” means:

- (a) use for horticulture, fruit growing, seed growing (including the growing of cereal crops);
- (b) use for dairy farming;
- (c) use for the breeding and keeping of livestock (any creature kept for the production of food, wool, skins or fur or for the purpose of its use in the farming of land);
- (d) use of the land as grazing land; and;
- (e) use as market gardens or nursery grounds;

and **“Agricultural”** shall be construed accordingly;

“Application” means any planning application for residential development or development comprising other overnight accommodation submitted to and validated by one of the Councils or the Mitigation Land Authority;

“Commence” means the carrying out of a **“material operation”** (as defined in section 56(4) of the Act) in connection with a Development (and **“Commencement”** and **“Commenced”** shall be construed accordingly);

“Credits” means Credits sold by the Mitigation Land Owner to a developer that correspond to the Credits Linked Land where one Credit equates to 1 Kg per annum of total Nitrogen reduction (as against historic discharges on the Mitigation Land) in discharges from the relevant Credit Linked Land each year;

“Credits Linked Land” means such part of the Mitigation Land identified in the Notice of Purchase and which area corresponds to the number of Credits purchased in order to off-set anticipated additional nitrates from a particular development, and which for the avoidance of doubt shall not correspond to more than one specified development;

“Deed” means this agreement made by deed;

“Development” means the development of Development Land in accordance with a Permission;

“Development Land” means the land which is the subject of an Application or a Permission;

“End Date” means the date 125 years from the date of this Deed;

“European Designated Sites” means collectively the Solent and Southampton Water Special Protection Area (SPA) and Ramsar site, Portsmouth Harbour SPA and

Ramsar site, Chichester and Langstone Harbours SPA and Ramsar site, the Solent Maritime Special Area of Conservation and the Solent and Dorset Coast SPA;

“Habitats Regulations” means the Conservation of Habitats and Species Regulations 2017;

“Index” means the All in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or index;

“Index Linked” means for the purposes of any payment or financial contribution expressed to be Index Linked means adjusted in accordance with the Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Index monthly figure published before the date of this Deed and whose numerator shall be the last published Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure;

“Interest” means interest at 4% above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment);

“Legal Costs” means the Councils’ and the Mitigation Land Authority’s reasonable legal costs incurred in the preparation, negotiation and execution of this Deed;

“Mitigation Land” means the land known as land at Warnford Park Estate, Warnford, Hampshire shown for identification purposes only edged with a red line on Plan 1;

“Mitigation Land Contribution” means the Mitigation Land Authority’s reasonable and proper costs of monitoring compliance with this Deed until the End Date as set out in Paragraph 3.1 of Part 1 of the Schedule;

“Notice of Purchase” means a written notification (from the Mitigation Land Owner to the relevant Council and the Mitigation Land Authority) of the purchase of Credits to include the following information:

- (a) Name of developer purchasing the Credits;
- (b) Details of the Development to benefit from the Credits, to include application number, description and location;
- (c) Number of Credits purchased;
- (d) Nitrogen budget for the Credits Linked Land;
- (e) Details of the Credits Linked Land to include a plan with the Credits Linked Land clearly identifiable and specifying the size of the Credits Linked Land in hectares.;

“Occupation” means Occupation for the purposes permitted by a 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;

“Permission” means a full or outline planning permission subject to conditions to be granted by a relevant Council or the Mitigation Land Authority pursuant to an Application (and for the avoidance of doubt to include any modifications of such planning permission and variations of conditions attaching to such planning permission, and any minor or non-material amendments to such planning permission

provided such modifications, variations or amendments do not increase the number of Credits required for the Development) or any other permissions granted under the provisions of the Town and Country Planning (General Permitted Development) Order 2015;

“**Plan 1**” means the plan annexed hereto and marked “**Plan 1**” showing the Mitigation Land edged red;

“**20 Year Date**” means the date 20 years from the Activation Date;

“**Woodland Planting Scheme**” means a scheme for the planting of trees on the Mitigation Land (or part of the Mitigation Land, but so that it must always include such part as becomes Credits Linked Land on the Activation Date and on service of any subsequent Notice of Purchase), to include details of number and species of trees and timing of planting, and measures for maintaining and encouraging the successful growth of the trees for a minimum of 10 years after planting, and which shall be designed so as to ensure that there will be a minimum of 20% canopy cover across the Mitigation Land at maturity; and

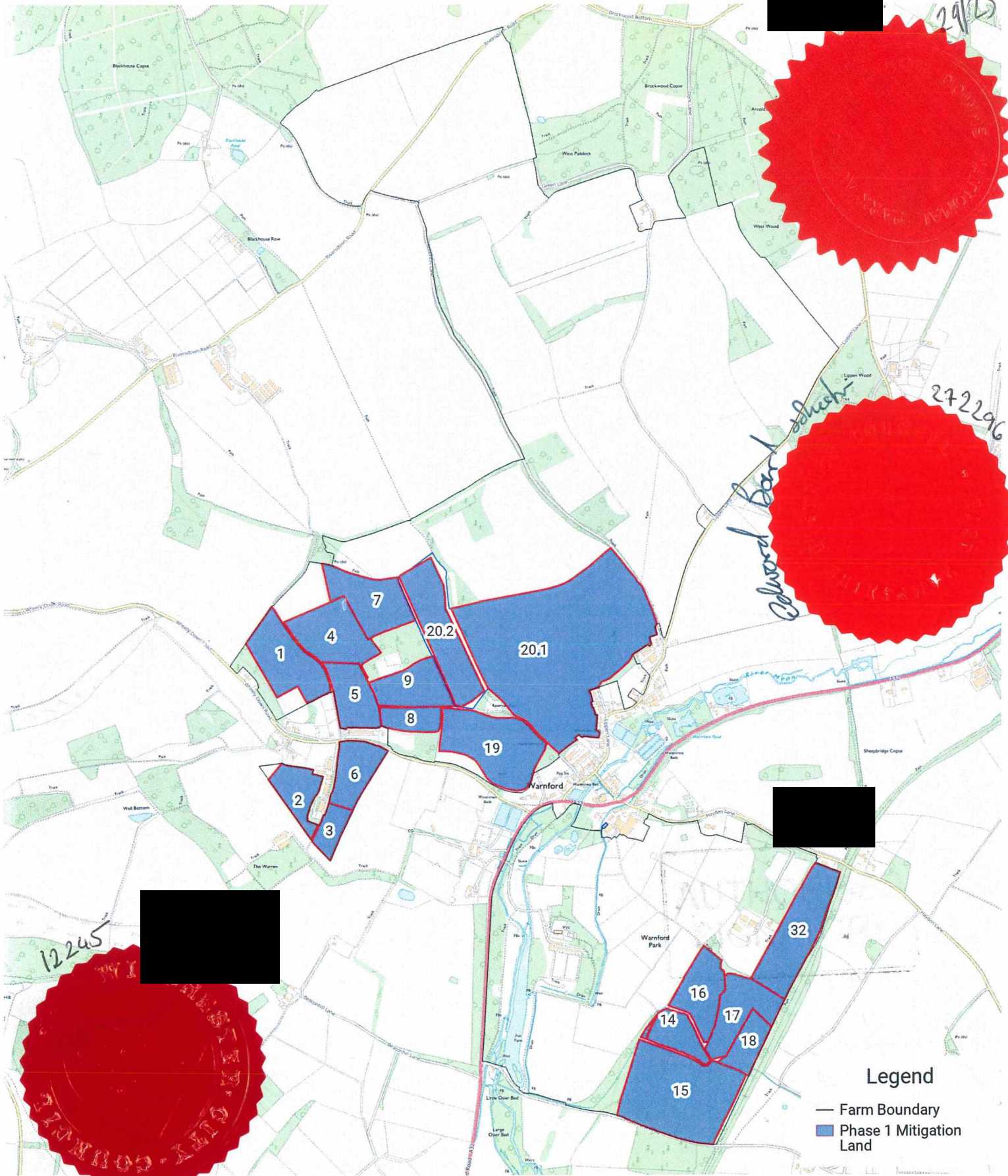
“**Working Day**” means Monday to Friday inclusive, excluding any bank or public holidays.

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, to the full extent permitted by law, include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the Mitigation Land Authority the successors to their respective statutory functions.
- 2.6 References to “**the parties**” shall mean the parties to this Deed and reference to a “**party**” shall mean any one of the parties.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

3 STATUTORY AUTHORITY

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 33 of the 1982 Act, Section 22 of the Cities and Local Government Act 2016 and Section 1 of the Localism Act 2011. The covenants, restrictions and requirements imposed upon the



Legend

- Farm Boundary
- Phase 1 Mitigation Land

Mitigation Land Owner under this Deed create covenants pursuant to Section 106 of the Act and Section 33 of the 1982 Act and are enforceable by the Councils and the Mitigation Land Authority against the Mitigation Land Owner, and to the extent permitted by law, its successors in title and any person deriving title in the Mitigation Land or any part of it from the Mitigation Land Owner.

4 EFFECT OF THE AGREEMENT

- 4.1 Subject to clause 4.2, this Deed shall take effect on the day and year first before written.
- 4.2 The covenants contained in paragraph 1 of the Schedule to this Deed shall only take effect in respect of each area of Credits Linked Land on the date of service of the Notice of Purchase in respect of that Credits Linked Land.
- 4.3 On service by the Mitigation Land Owner on the relevant Council or Mitigation Land Authority of a Notice of Purchase the land identified within that notice shall become Credits Linked Land.

5 THE MITIGATION LAND OWNER'S COVENANTS

- 5.1 The Mitigation Land Owner hereby covenants with the Councils pursuant to section 33 of the 1982 Act that it will observe and perform the covenants contained in the Schedule to this Deed subject to the operation of clauses 4.2 and 7.2 of this Deed.
- 5.2 The Mitigation Land Owner hereby covenants with the Mitigation Land Authority pursuant to section 106 of the Act that it will observe and perform the covenants contained in the Schedule to this Deed subject to the operation of clauses 4.2 and 7.2 of this Deed.

6 MITIGATION LAND AUTHORITY'S COVENANTS

The Mitigation Land Authority hereby covenants with the Councils that it will observe and perform the covenants contained in Part 1 of the Schedule to this Deed subject to the operation of clauses 4.2 and 7.2 of this Deed.

7 RELEASE AND LAPSE

- 7.1 It is hereby agreed that the Mitigation Land 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 interests in the Mitigation Land.
- 7.2 Where any Permission expires without having been Commenced or where any Permission is quashed following a successful legal challenge the Credits Linked Land relating to that Permission (via a Notice of Purchase) shall be released automatically on such expiry or quashing of such Permission from the covenants contained in the Schedule to this Deed so that the Mitigation Land Owner shall then be entitled to serve a fresh Notice of Purchase in relation to that Credits Linked Land.

8 LAND CHARGES

- 8.1 This Deed is a local land charge and shall be registered as such by the Mitigation Land Authority.
- 8.2 Upon the full satisfaction of all the terms of this Deed the Mitigation Land Owner may request that the Mitigation Land Authority procure that all entries in the register of local land charges relating to it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.

9 DUTY TO ACT REASONABLY

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

10 NO FETTER ON DISCRETION OR WAIVER

10.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Councils or the Mitigation Land Authority under all statutes by-laws statutory instruments orders and regulations in the exercise of their respective functions as a local authority.

10.2 Nothing in this Deed shall impose any contractual or other obligations on the Councils or the Mitigation Land Authority to grant a Permission.

10.3 No waiver (whether expressed or implied) by any one or more of the Councils or the Mitigation Land Authority 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 Councils or the Mitigation Land Authority from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

11 COVENANT AS TO TITLE

The Mitigation Land Owner hereby covenants with the Councils and the Mitigation Land Authority that no person other than the parties to this Deed has any interest in the Mitigation Land.

12 SEVERABILITY

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

13 COUNCILS AND THE MITIGATION LAND AUTHORITY COSTS

The Mitigation Land Owner hereby covenants with the Councils and the Mitigation Land Authority that it will on or before the date of this Deed pay the Councils' and the Mitigation Land Authority's Legal Costs.

14 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 AND NO EXCLUSIVITY

14.1 Subject to the remaining provisions of this clause 14, and 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 Councils without the consent of any such third party.

14.2 For the avoidance of any doubt this Deed does not grant the Councils any exclusive rights in relation to the Mitigation Land and the Mitigation Land Owner is free without consent of the other parties to this Deed to enter into separate arrangements with other local planning authorities in relation to the Mitigation Land whether for similar purposes to this Deed or otherwise SAVE THAT once any part of the Mitigation Land has become Credits Linked Land that part shall not be the subject of separate new commitments by the Mitigation Land Owner in favour of another local planning authority where such commitments in effect duplicate the provisions of the Schedule to this Deed.

15 NOTICES

15.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or (in the case of the relevant Council being the recipient) by email in the following manner:

15.1.1 on EHDC at the address shown above or by email to marked "for the attention of the";

15.1.2 on HBC at the address shown above or by email to cil@havant.gov.uk marked "for the attention of the Executive Head of Place";

15.1.3 on WCC at the address shown above or by email to planning@winchester.gov.uk marked "for the attention of the Head of Service Planning";

15.1.4 on the Mitigation Land Authority marked "for the attention of the Director of Planning" at the address as detailed above or by email to ReNatureCredits@southdowns.gov.uk; and

15.1.5 on the Mitigation Land Owner at the address as detailed above or as notified by the Mitigation Land Owner in writing to the Councils and the Mitigation Land Authority.

15.2 Notices served in accordance with this clause 15 shall be deemed received:

15.2.1 where sent by first class prepaid post, by 4 pm on the second Working Day following posting; and

15.2.2 where sent by email to a relevant Council, by 9 am on the first Working Day following sending of the email.

16 INTEREST ON LATE PAYMENTS

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

17 NOTIFICATION OF SUCCESSORS IN TITLE

The Mitigation Land Owner covenants with the Councils and the Mitigation Land Authority that it will give immediate written notice to the Councils and the Mitigation Land Authority of any change of ownership of the Mitigation 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 Mitigation Land purchased by reference to a plan.

18 JURISDICTION

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.

19 DELIVERY

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

SCHEDULE

Part 1

The Covenants

The Mitigation Land Owner covenants with the Councils and the Mitigation Land Authority as follows:

1 COVENANTS REGULATING USE OF THE MITIGATION LAND

- 1.1 Subject to paragraph 1.2 of this Schedule not to use any parcel of Credits Linked Land for Agriculture or deposit or permit the deposit of any fertiliser on the Credits Linked Land during the lifetime of the Development that is assigned to that parcel of Credits Linked Land.
- 1.2 Notwithstanding the provisions of paragraph 1.1 of this Schedule, the following activities (without limitation) shall for the avoidance of doubt be permitted:
 - 1.2.1 the harvesting and removal of any existing crop in the ground at the Activation Date provided no additional fertiliser inputs are applied;
 - 1.2.2 the planting and management of trees in accordance with the Woodland Planting Scheme;
 - 1.2.3 leaving the Credits Linked Land naturally to regenerate;
 - 1.2.4 planting and maintaining greensward;
 - 1.2.5 creating and maintaining open space;
 - 1.2.6 creating and maintaining forestry rides;
 - 1.2.7 the carrying out and maintenance of any planting scheme or woodland management plan that is first approved by Natural England, the Forestry Commission, or any other authority for the time being with relevant responsibility for land such as the Mitigation Land,provided no further fertiliser inputs are applied.
- 1.3 By no later than two months after (a) the Activation Date and (b) the date of service of any subsequent Notice of Purchase to submit to the Mitigation Land Authority for its written approval a Woodland Planting Scheme, such approval to be given only after the Mitigation Land Authority has first given at least 14 days' written notice to the Council of the proposed Woodland Planting Scheme, but not in any event to be unreasonably withheld or delayed. For the avoidance of doubt a Woodland Planting Scheme submitted under this paragraph must always include within its scope the area of the Mitigation Land that is, by virtue of a served Notice of Purchase, becoming Credits Linked Land, and it may (but need not – the matter being entirely at the Mitigation Land Owner's discretion) include other parts of the Mitigation Land in anticipation of further Notices of Purchase. Where a Woodland Planting Scheme is submitted in relation to land ("**Additional Land**") that was not at the relevant time Credits Linked Land and that Scheme is approved by the Mitigation Land Authority, there is no requirement for any further Woodland Planting Scheme to be submitted in relation to that Additional Land when a subsequent Notice of Purchase is served that has the effect of that Additional Land becoming Credits Linked Land in due course unless the Mitigation Land Owner wishes to vary the scheme subsequently.

- 1.4 Following approval of each Woodland Planting Scheme, to implement and thereafter comply with the approved Woodland Planting Scheme:
- 1.4.1 in so far as it relates to any parcel of land that becomes Credits Linked Land; and
- 1.4.2 so that any required planting shall take place no later than the next planting season following such parcel of land becoming Credits Linked Land (but may occur earlier).
- 1.5 The parties acknowledge that any Woodland Planting Scheme may need to be varied from time to time. Any such variation may be proposed by the Mitigation Land Owner and then will be subject to approval in line with the process contemplated by paragraph 1.3 of this Schedule.

2 NOTIFICATION REQUIREMENTS

Upon completion of any sale of Credits, but only once the Mitigation Land Owner has been paid in full for such sale, the Mitigation Land Owner shall immediately send the relevant Notice of Purchase to the relevant Council and the Mitigation Land Authority.

3. MONITORING CONTRIBUTIONS

3.1 The Mitigation Land Owner undertakes to the Mitigation Land Authority to pay the Mitigation Land Contribution to the Mitigation Land Authority as follows:-

3.1.1 a pro-rata tariff of Two Hundred and Fifty Pounds (£250) per Credit ("**Credit Tariff**") payable to the Mitigation Land Authority within ten (10) Working Days after the date of service of each Notice of Purchase served in accordance with this Deed subject to a maximum Credit Tariff payable of Two Hundred and Three Thousand Four Hundred and Fifty Pounds (£203,450.00) ("**Maximum Tariff**") in total for the Mitigation Land. The Credit Tariff shall be calculated in accordance with the following formula:

A = Credits sold and identified in a relevant Notice of Purchase

B = pro rata proportion of Credit Tariff due

$$\text{£250} \quad \times \quad \text{A} \quad = \quad \text{B}$$

and for the avoidance of doubt:

- (a) where the aggregate Credit Tariff contribution paid by the Mitigation Land Owner in accordance with paragraph 3.1.1 has reached the Maximum Tariff no further payment shall be required pursuant to a Notice of Purchase; and
- (b) no payment will be due in respect of paragraph 3.1.1 for any Notice of Purchase or any other agreement or deed relating to the Mitigation Land which was exchanged or completed prior to the date of this Deed; and
- (c) the Mitigation Land Owner may in its absolute discretion pay the total Maximum Tariff in one payment to the Mitigation Land Authority prior to such proportions becoming

due at which point there will be no further Credit Tariff payable on any future service of a Notice of Purchase; and

- (d) no payment shall be due for any Mitigation Land Contribution in respect of any notices given in relation to the agreement dated 1 April 2021 made between (1) Fareham Borough Council, (2) South Downs National Park Authority and (3) Andrew Sellick and the agreement dated 08 December 2021 made between (1) Gosport Borough Council, (2) South Downs National Park Authority and (3) Andrew Sellick.

Part 2

The Mitigation Land Authority Obligations

1 MONITORING

The Mitigation Land Authority undertakes to the Councils to monitor the obligations insofar as they relate to the Mitigation Land by way of a physical visit to the Mitigation Land (such access hereby permitted by the Mitigation Land Owner subject to the Access Provisions) by a qualified chartered forester to inspect the Mitigation Land and provide as soon as practicable afterwards a written report to the Councils of the findings of their visit, at the following intervals:

- 1.1 Annually from the Activation Date until the 20 Year Date; and
- 1.2 Every five years from the 20 Year Date until the End Date; and
- 1.3 One visit in the final year ending on the End Date.

2 MONITORING COSTS

2.1 The Mitigation Land Authority agrees with the Mitigation Land Owner that no further payments shall be required for the monitoring of the Mitigation Land other than on a pro-rata tariff basis as provided for in Paragraph 3.1.1 of Part 1 of this Schedule whether under this Deed or any future deed or agreement whereby the Mitigation Land Owner is authorised to sell Credits from the Mitigation Land to offset Development in other local authority districts provided that:

- 2.1.1 the Mitigation Land Authority's legal costs shall be covered for any future deed or agreement;
- 2.1.2 no Credit Tariff will be due in respect of paragraph 3.1.1 of Part 1 of this Schedule for any Notice of Purchase or any other agreement or deed relating to the Mitigation Land which was exchanged or completed prior to the date of this Deed; and
- 2.1.3 any future deed or agreement entered into relating to the Mitigation Land to offset Development in additional local authority districts shall provide for payment of the Credit Tariff for any Credits sold pursuant to that future deed or agreement but ultimately subject to the Maximum Tariff.

3 ACCESS PROVISIONS

In connection with the Mitigation Land Authority's accessing the Mitigation Land the following provisions apply:

- 3.1 all access onto the Mitigation Land and any adjoining land belonging to the Mitigation Land Owner shall be entirely at the risk of the Mitigation Land Authority;

- 3.2 without prejudice to paragraph 3.1, the Mitigation Land Authority will give the Mitigation Land Owner no fewer than seven days' written notice of any inspections (which will set out the expected duration of the inspection and include a list of the equipment that the Mitigation Land Authority will use for the monitoring and verification inspection) and will also give the Mitigation Land Owner or his representative the opportunity to accompany the Mitigation Land Authority's representative on any monitoring or verifying inspection to assist with site safety; and
- 3.3 in gaining access to the Mitigation Land, the Mitigation Land Authority will cause no damage or disturbance to the Mitigation Land nor to any adjoining land of the Mitigation Land Owner nor to any operations carried out thereon by or on behalf of the Mitigation Land Owner.

Part 3

Council Access

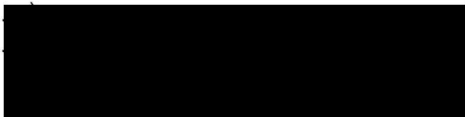
1 ACCESS

The Councils may attend (at it's own cost) at the Mitigation Land by way of a physical visit to inspect the Mitigation Land subject to:

- 1.1 all access onto the Mitigation Land and any adjoining land belonging to the Mitigation Land Owner shall be entirely at the risk of the relevant Council;
- 1.2 without prejudice to paragraph 1.1, the relevant Council will give the Mitigation Land Owner no fewer than seven days' written notice of any inspections (which will set out the expected duration of the inspection and include a list of the equipment that the relevant Council will use for the inspection) and will also give the Mitigation Land Owner or his representative the opportunity to accompany the relevant Council's representative on any inspection to assist with site safety; and
- 1.3 in gaining access to the Mitigation Land, the relevant Council will cause no damage or disturbance to the Mitigation Land nor to any adjoining land of the Mitigation Land Owner nor to any operations carried out thereon by or on behalf of the Mitigation Land Owner.

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

SIGNED/EXECUTED as a **DEED** by affixing)
 the **COMMON SEAL** of)
EAST HAMPSHIRE DISTRICT COUNCIL)
 in the presence of:

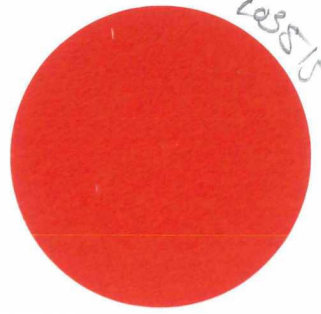


272296

Sheela Farooq on behalf of East Hampshire District Council

2035/15

EXECUTED as a DEED by affixing)
the COMMON SEAL of THE COUNCIL OF THE ...)
BOROUGH OF HAVANT)
in the presence of:)



Authorised Signatory

SIGNED/EXECUTED as a DEED by affixing)
the COMMON SEAL of)
WINCHESTER CITY COUNCIL)
in the presence of:)

NO. IN SEAL
REGISTER:
12245

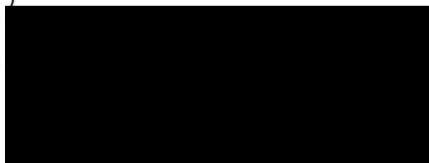


AUTHORISED SIGNATORY

29/23



SIGNED/EXECUTED as a DEED by affixing)
the COMMON SEAL of)
SOUTH DOWNS NATIONAL PARK AUTHORITY)
in the presence of:)

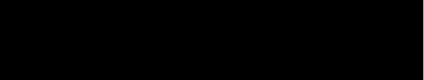


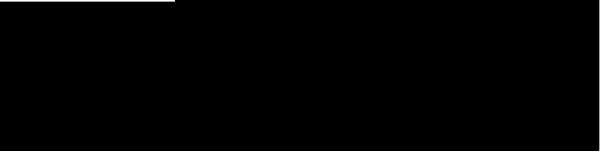
SIGNED as a DEED by)
ANDREW SELICK)
in the presence of:)

 
Andrew Sellick

Witness Signature 

Witness Name 

Witness Address 



Witness Occupation *TRUCK ADMIN ASSISTANT*