

Dated 1 April 2003

COMPTON & SHAWFORD PARISH COUNCIL (1)

THE COMPTON & SHAWFORD SPORTS CLUB (2)

LEASE

in respect of land and buildings
at The Memorial Playing Fields, Shepherds Lane
Compton Down, Winchester, Hampshire, SO21 2AD

THIS LEASE is made the FIRST day of April 2003

B E T W E E N COMPTON AND SHAWFORD PARISH COUNCIL care of [REDACTED]
[REDACTED] ("the Council") (1) and THE OFFICERS (which where
the context so admits includes the Officers for the time being) ("the Tenant") of The Compton and
Shawford Sports Club Hampshire SO21 2AD (the Club") (2)

W I T N E S S E S as follows:-

1. **IN** consideration of the payments covenanted to be made by the Tenant and the covenants and conditions contained in this lease and on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant (for the benefit of themselves and all members for the time being of the Club) the land and buildings described in the First Schedule ("the Premises") for the purposes specified in the Second Schedule ("the Permitted Use") for a term of twenty five years from the date of the completion of the building ("the Pavilion") referred to in clause 5.1 below and the readiness thereof for occupancy ("the Completion Date") at the rent and on the terms hereinafter contained subject to the use of the playing fields forming part of the Premises ("the Playing Fields") by the Council and those members of the public authorised by the Council as set out in the Third Schedule

2. **THE** Council shall not be liable to the Tenant or to the Club or its members or any person exercising the rights for any personal injury damage loss or inconvenience howsoever or wheresoever caused to them or to any goods or chattels brought by any person upon the Premises it being the intention of and agreed between the parties that the Tenant and the Club and its members and any other person exercising the rights at the invitation of the Tenant or the Club shall do so at the risk of the Tenant and the Club and accordingly the Tenant agree to indemnify the Council against all claims (meaning claims in respect of the condition of the Premises or for breach of the statutory common duty of care or for the negligence of the Club or of those for whose negligence the Club are legally responsible) by any lawful visitor to the Premises who shall have entered thereon for the purpose (in whole or in part) of lawfully visiting the Tenant or any of them or the Club or who shall have entered thereon with the permission of the Tenant or any one of them or of the Club

3. **THE** rent payable by the Club to the Council shall be

(1) Twelve Pounds (£12.00) per annum payable in advance on the Completion Date and each anniversary of that date

(2) a contribution to the Council's costs of complying with its obligations under clause 5 below such contribution to be payable on the same dates as under clause 3(1) above

(a) For the first five years of the term the payment shall be Seven Hundred and Fifty Pounds (£750.00) per year

(b) The contribution shall be subject to review every five years ("the relevant review date")

(c) Following each relevant review date the contribution shall be such sum as shall be agreed between the Tenant and the Council or in default of agreement within six months following the relevant review date fixed by an expert such expert to be agreed between the parties or in the absence of agreement within two months of such six month period appointed by Sport England or its successor body provided that (i) either party shall be entitled within two months of such appointment to make representations in writing to the expert and the parties shall be responsible for payment of the expert's fees in such proportion as the expert shall in his/her discretion decide and (ii) the expert shall take into account the following matters in reaching his decision:-

1. The Tenant is a not-for-profit sports club providing amenities to individual sports club sections based within the Parish
2. The contribution payable by the Sports Club immediately before such review (which the Council deems to be concessionary at the date of this lease)
3. The state of the Tenant's finances as evidenced by its accounts and compared with such accounts as at the date of this Lease
4. Any comparable payments made by tenants or occupiers similar to the Tenant to a landlord similar to the Council and in respect of property similar to the premises comprised in this lease
5. The initial cash contribution of the Tenant to the Landlord towards the building costs and associated fees and expenses relating to the construction of the Pavilion
6. The initial cash contribution made by the Council and local community fundraising towards the building costs and associated fees and expenses relating to the construction of the Pavilion
7. The initial grant paid by Sport England
8. The total cost to the Council of complying with its obligations under clause 5 below

(d) If the Tenant or the Club carries out structural alterations at its cost and with the consent of the Council then the impact of these changes on the value of the property will not be taken into consideration when the contribution is reviewed.

(e) If the amount of the contribution has not been fixed at a relevant review date the Tenant will pay the Council within 14 days of the amount of the contribution being fixed any difference between the amount payable prior to the relevant review date and the amount payable after that date for the period from the relevant review date to the date of payment

4. THE Tenant for themselves and the members of the Club (subject to the provisions of clause 12) hereby covenants with the Council as follows:

- (i) To pay the rent and contribution in accordance with the foregoing provision within thirty days of the due date and to contribute the sum of Twenty Thousand Pounds to the cost of construction of the Pavilion
- (ii) To pay all rates and taxes of an annual or recurring nature payable in respect of the Premises whether chargeable on the owner or the occupier so far as such Rates or other taxes are attributable to the rights granted to the Tenant
- (iii) Not to use the Premises for any purposes other than the Permitted Use specified in the Second Schedule and subject to the restrictions set out in the Third Schedule without the consent of the Council (such consent not to be unreasonably withheld or delayed) and not to use the Premises for any activities which are dangerous offensive noisy noxious illegal or immoral or which are or may become a nuisance or annoyance to the Council or the owner or occupier of any neighbouring land
- (iv) To exercise the rights hereby granted and to secure that the same shall be exercised by all members of the Club in such manner as to do as little damage as possible and to make adequate compensation for any damage nevertheless caused
- (v) So to conduct their activities and to ensure that the rights hereby granted are so exercised as not in any way to interfere with or adversely affect the enjoyment by the Council or by others authorised by them of any part of the Memorial Playing Fields not comprised in this lease
- (vi) To use their reasonable endeavours to prevent the unauthorised use of the Pavilion and to expel any persons trespassing in the Pavilion and to co-operate with and assist the Council to expel any person trespassing on the Playing Fields
- (vii) To keep the Premises clean and tidy and clear of litter that results from use by the Club
- (viii) To maintain in good repair and decoration the interior of the buildings on the Premises including all fixtures and fittings the doors the interior non-load bearing walls and the glass in the internal doors the internal plumbing the sanitary ware the showers
- (ix) To decorate the inside of the Premises in every fifth year of the Lease and on each occasion to use the colours and the types of finish used previously or as otherwise previously agreed in writing with the Council
- (x) To keep the car park tidy and keep free from litter and weeds and make good minor deficiencies
- (xi) To make good damage caused by an insured risk only to the extent that the insurance money has not been paid because of any act or default of the Tenant
- (xii) Not to make any structural alterations or additions to the Premises without the Council's previous consent which shall not be unreasonably withheld or delayed

- (xiii) To maintain the cricket square using their own equipment and fertiliser and to be responsible for the storage and maintenance in good and safe condition of all sports equipment including goal posts insofar as facilities are provided by the Council to store all such equipment (any equipment for which there is no inside storage – e.g. goalposts - also needs to be put away safely) and to mark out all sports pitches
- (xiv) Not to allow the rights to be exercised by any person other than by members of the Club provided always that nothing in this sub-clause shall prevent the Club and the Tenant from inviting other clubs to take part in their activities or from renting the playing areas so long as the Premises are not overcrowded and the general provisions of this Lease are observed and when the playing areas are not required by the Club the Council may with the consent of the Tenant which shall not be unreasonably withheld or delayed make them available to other bodies subject to the Council compensating the Club for any additional maintenance, utility or other charges incurred as a result of such use.
- (xv) To permit the Council to make use, without charge, of the Premises for committee meetings with the consent of the Tenant (which shall not be unreasonably withheld or delayed)
- (xvi) Not to sub-lease or part with the rights hereby granted over the Premises or any part thereof provided always that the Tenant shall permit the Council and other local organisations to hold meetings and other functions in the buildings comprised in the Premises at such times and on such terms as shall be reasonably stipulated by the Tenant such permission shall not be unreasonably withheld or delayed and the Tenant may apply a non-favourable commercial charge for such use
- (xvii) Not to assign the benefit of this Lease
- (xviii) To keep the Council and all those authorised to use the Premises indemnified against all damage loss and injury of every description which may occur to or affect the Council or such other persons as aforesaid or their property and which may arise from or through the condition of the Premises a breach of the statutory common duty of care or the negligence of the Club or of those for whose negligence the Club is legally responsible
- (xix) Effectively to insure the Tenant and the Club and all its members and all their lawful visitors against all claims arising from the exercise of the rights or from any negligence or default (including any breach or non observance of any of the terms of this Lease however expressed or implied) in connection with the rights or with the Premises or any activity thereon (whether authorised or not) so as fully to satisfy all claims for which the Tenant or the Club or other persons as aforesaid may be liable under this Lease and on demand to produce the Policy and the last receipt to the Council and to use their reasonable endeavours to secure that the interest of the Council be endorsed on such Policy

- (xx) To insure the fixtures and fittings and contents of the buildings to the full replacement value thereof and to produce the Policy and the last receipt to the Council on demand and to use their reasonable endeavours to secure that the interest of the Council is endorsed on such Policy.
- (xxi) To pay for all electricity gas and water consumed on the Premises and for any telephone charges and to be responsible for the maintenance of all supply wires cables and pipes to the Premises insofar as such wire cables and pipes are not the responsibility of the appropriate undertakers or damage is caused by structural damage as in clause 5(iii)
- (xxii) To appoint a steward when necessary to ensure the orderly and safe use of the car park serving the Premises
- (xxiii) Not to use the Premises (apart from any buildings erected thereon) before 9.00 a.m. or after 9.30 p.m. without the previous consent of the Council and not to organise any outdoor social function after 9.30 p.m. or apply to extend the licensing hours of the Premises without the like consent such consent in each case not to be unreasonably withheld or delayed
- (xxiv) To comply with all statutory rules orders and regulations for the time being in force affecting the Permitted Use or the use of the Premises including any licensing laws
- (xxv) To do the work to the Premises which any authority acting under an Act of Parliament requires even if it alters or improves the Premises. Before the Tenant does so the Council is to:
 - (a) give consent in writing to the work such consent not to be unreasonably withheld or delayed
 - (b) contribute a fair proportion of the cost of the work taking into account any value to the Council of that work
- (xxvi) If the Tenant fail to do any work which this Lease requires them to do and the Council gives them written notice to do it the Tenant is to:
 - (a) start the work within two months or immediately in case of emergency and
 - (b) proceed diligently with the work
 - (c) in default permit the Council to do the work and charge the final cost to the Tenant
- (xxvii) To comply with the conditions contained in
 - (a) Planning Permission W03591/07 so far as they continue to affect the Premises following the construction of the Pavilion and in particular conditions 3 6 and 7 a certified copy of which is attached to this document as Appendix I
 - (b) a Section 253 Agreement dated 10 January 1997 made between (1) The Secretary of State for Transport (2) The Council and this Agreement a certified copy of which is attached to this document as Appendix II
- (xxviii) To make available annually, and at such other times as Sport England may require, to the Council the balance sheet in the accounts of the Club and not to unreasonably refuse membership of the Club to the various sections and individuals using the Premises from time

to time particularly the Football Section the Cricket Section and the Tennis Section and such future sections as may be formed ("the Sections")

- (xxix) To implement the Sports Development & Equity Plan (finalised and agreed November 2001) and the Business & Management Plan (finalised and agreed January 2003), as agreed with Sport England. Copies of these Plans are annexed to this lease for reference.
- (xxx) On termination of this Lease for whatever reason to vacate the Premises and leave the same in a clean and tidy condition and in accordance with the terms of this Lease to the reasonable satisfaction of the Council

5. **THE** Council hereby covenants with the Tenant and the Club and each of them

- (i) On receipt of the contribution from the Tenant of twenty thousand pounds (as indicated in clause 4 (1) above) to commence and diligently to proceed with the construction and completion of a new pavilion on the Premises in a good and workmanlike manner as soon as reasonably practicable but in any event no later than 31 March 2004 in accordance with Planning Permission W03591/07 and the planning specification annexed
- (ii) To cut the grass on the Premises (with the exception of the cricket square) on a fortnightly basis during the growing season
- (iii) To maintain the buildings on the Premises (other than those parts for which the Tenant and the Club are responsible under Clause 4(viii)) in good repair and condition including the roof windows doors guttering drains excluding blockages unless found to be because of structural problems and foundations all external walls and all internal load bearing walls. The Council will redecorate the exterior of the Pavilion in a good and workmanlike manner when the Council deems necessary but at maximum intervals of five years of the Lease period.
- (iv) To insure the buildings on the Premises to the full reinstatement value thereof and to produce the policy and the last receipt to the Tenant on demand and to use their reasonable endeavours to secure that the interests of the Tenant and the Club are endorsed on such policy
- (v) To provide Public Liability Insurance to cover the right of access to the general public to the Playing Fields and produce the policy and last receipt to the Tenant on demand and to ensure the interest of the Club is endorsed on such policy

6. **THE** Club is not to change its constitution bylaws or other rules (a certified copy of which are annexed for easy reference) during the term of the Lease or any extension of it so as to remove or reduce local representation on the Club's governing committee without the consent of the Council

7. **THIS** Lease may be determined forthwith by notice given by the Council if an effective resolution be passed for the winding-up of the Club or if the Club shall be wound-up or if the Tenant is in breach

of the terms of this lease and has failed to rectify the breach within 14 days of receipt by the Tenant of written notice from the Council containing details of the breach and the steps required to rectify the breach

8. **THE** provisions with regard to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to this Lease

9. **THE** Tenant hereby declare that they hold this Lease for the use and benefit of the members of the Club and persons claiming through them according to the rules of the Club together with all benefits and subject to all obligations on trust for the Club

10. **IF** at any time hereafter any dispute doubt or question shall arise between the Council and the Tenant or the Club touching the construction meaning or effect of this Lease or any clause or thing in it or their respective rights or liabilities in relation to the Premises then every such dispute doubt or question shall be referred to an independent expert to be appointed by agreement between the parties and in the absence of agreement within three months on written notice to be appointed on the application of either party to the Chairman for the time being of Sports England or its successor body or his nominee provided that the parties shall be entitled to make written representations to the expert on terms that he shall direct and the parties shall be responsible for payment of the expert's fees in such proportions as the expert shall in his/her discretion decide

11. **THE** signatories hereinafter appear on behalf of the Club

12. The liability of the Tenant under this lease is limited to the extent of the assets of the Club

13. This lease is not made pursuant to an agreement for lease

IN WITNESS whereof the parties have executed this document the day and year first before written

THE FIRST SCHEDULE

The land edged in red on the attached plan situated at The Memorial Playing Fields Shepherds Lane Compton Down Compton near Winchester Hampshire SO21 2AD together with the pavilion and groundsman's store ("the Pavilion") and other buildings and/or structures situated thereon but excluding the tennis courts and the area fenced off for use as the children's play area

THE SECOND SCHEDULE

PERMITTED USE

The playing of football

The playing of cricket

The playing of tennis

And any other recreational or leisure activity approved from time to time by the Council (which approval shall not be unreasonably withheld or delayed)

The holding of social functions except discotheques

The use of the Pavilion by the Sections and members of the Sections

THE THIRD SCHEDULE

Access to members of public

- (i) The whole of the playing field shall be open for the reasonable enjoyment of the public except as defined below
- (ii) Public access will not be permitted to Pavilion cricket square or tennis courts
- (iii) Public access will not be permitted to football pitches, tennis courts or cricket outfield and immediate surrounds including areas behind the bowlers arms when cricket is being played, directly behind the goal posts when football is being played and behind the tennis courts when tennis matches are being played.
- (iv) Public access will not be permitted to any specific part of the playing fields while that part of the field is being used by the Sports Club or any of the Sections for the time being or any other persons permitted to use the facilities under 4(xiv) for the Permitted Use

SIGNED as a DEED for and on behalf of)

THE COMPTON AND SHAWFORD)

PARISH COUNCIL)

SIGNED as a DEED for and on behalf of)

COMPTON & SHAWFORD)

SPORTS CLUB)

Dated _____ 2010

The Parish Council of Compton & Shawford

and

The Compton and Shawford Sports Club

Supplemental Deed re Lease of
land at Memorial Playing Fields
Compton Down Winchester

Blake Laphorn
New Kings Court Tollgate
Chandlers Ford
Hampshire
SO53 3LG

Ref: JRS/amh/401580/16

THIS DEED is made the 7th day of September 2010

BETWEEN

(1) **THE PARISH COUNCIL OF COMPTON & SHAWFORD** care of PO Box 565 Winchester Hants SO23 3HG ("the Landlord") and

(2) **THE OFFICERS** (which where the context admits includes the Officers for the time being) ("the Tenant") of **THE COMPTON AND SHAWFORD SPORTS CLUB** of Compton Hampshire SO21 2AD ("the Club")

RECITAL

This Deed is supplemental to a Lease dated April 2003 made between the Landlord of the first part and the Tenant of the other part ("the Main Lease")

NOW THIS DEED WITNESSES as follows:-

1. Definitions and interpretation

For all purposes in this Lease the terms defined in the Main Lease shall have the same meaning in this Deed save as varied by this Deed

2. The Rent

The Landlord and the Tenant agree that the payment due from the Tenant to the Landlord under clause 3 (2) (a) of the Main Lease shall from the date of this Deed until the relevant review date be £1,000.00 per annum instead of the sum specified in the Main Lease

1.1

3. Redecoration

There shall be substituted for clause 4(ix) of the Main Lease the words "To maintain at its own expense in good decorative order the inside of the Pavilion subject to an annual inspection by representatives of the Landlord"

4. Discotheques

The prohibition on discotheques contained in the Second Schedule to the Main Lease shall be deleted.

5. Repair of Pavilion

There shall be included in the maintenance obligations of the Landlord in clause 5(iii) of the Main Lease the boiler and the paving slabs that surround the pavilion but there shall be excluded from the Landlord's obligations any obligation to maintain the buildings on the Premises in the event of damage or destruction by an insured risk

6. Insurance

6.1 The obligation of the Landlord contained in clause 5(iv) of the Main Lease shall be deleted and there shall be included a new clause 4(xxxi)

(a) "to keep the Premises insured in the joint names of the Landlord and the Tenant with reputable insurers to cover:-

(i) full rebuilding site clearance professional fees Value Added Tax and three years' loss of rent

(ii) against fire lightning explosion earthquake landslip subsidence heave riot civil commotion aircraft aerial devices storm flood water theft impact by vehicles damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord

so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions

(b) And to take all necessary steps to make good as soon as possible damage to the property caused by insured risks

(c) And to give the Landlord at its request once a year particulars of the policy and evidence from the insurer that it is in force

(d) And to comply with any reasonable and proper requirements of the insurers of the Premises

(e) And not to do anything whereby the policy of insurance becomes void or voidable and to indemnify the Landlord in respect of all losses caused to the Landlord if the policy of insurance does become void or voidable because of the action or omission of the Tenant"

6.2 The Landlord and the Tenant agree that in the event that the buildings on the Premises are damaged or destroyed by an insured risk and it is not possible within a period of twelve months to reinstate the buildings for whatever reason either party shall be entitled by notice in writing to the other to terminate this Lease and the proceeds of the insurance policy shall be payable in their entirety to the Landlord

7. Covenants

7.1 The Tenant's covenants

The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on their part contained in the Main Lease as if they were set out in this Deed in full with such modification as are necessary to make them applicable to the present Deed.

7.2 The Landlords Covenants

The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on its part contained in the Main Lease as if they were set out in this Lease in full with such modifications as are necessary to make them applicable to the present Deed.

IN WITNESS whereof the parties have executed this Lease the day and year first before written

SIGNED as a Deed by
THE CHAIRMAN AND
THE CLERK OF
**THE COMPTON & SHAWFORD
PARISH COUNCIL**
for and on behalf of
The Compton & Shawford
Parish Council
in the presence of:-

SIGNED as a Deed by
THE CHAIRMAN and

for and on behalf of
COMPTON AND SHAWFORD SPORTS CLUB
in the presence of:-



Winchester

City Council

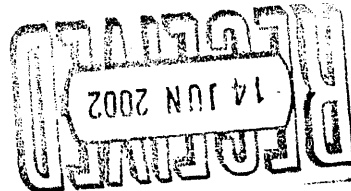
Development
Services
Planning

Avalon House
Chesil Street
Winchester
Hampshire SO23 0HU
tel 01962 848177
01962 848293
fax 01962 849101

e-mail planning@winchester.gov.uk
website www.winchester.gov.uk

Compton And Shawford Parish Council
c/o Gentle Associates
FAO Mr W T Everton
Winchester House
Winchester Street
Botley
SO30 2EB

*Certified as a true copy
White & Carter
19 St Peter St
Winchester*



TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Case No: 0200184FUL
W Ref No: W03591/07
Grid Ref: 446614
124833

Sports pavilion with car parking for 37 cars and new access road

Memorial Playing Field Shepherds Lane Compton Winchester Hants

In pursuance of its powers under the above mentioned Act, the Council, as the Local Planning Authority hereby GRANT permission for the above development(s) in accordance with the plans and particulars submitted with your application received on 16 January 2002 and subject to compliance with the following conditions:-

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.

Reason: To comply with the provisions of Section 91 (1) of the Town and Country Planning Act 1990.

2. No development shall take place until details and samples of the materials to be used in the construction of the external surfaces of the pavilion hereby permitted have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: To ensure a satisfactory visual relationship between the new development and the existing.

3. A detailed scheme for landscaping, tree and/or shrub planting shall be submitted to and approved in writing by the Local Planning Authority before development commences. The scheme shall specify species, density, planting, size and layout. The scheme approved shall be carried out in the first planting season following the occupation of the building or the completion of the development whichever is the sooner. If within a period of 5 years from the date of planting, any trees, shrubs or plants die, are

removed or, in the opinion of the Local Planning Authority, become seriously damaged or defective, others of the same species and size as that originally planted shall be planted at the same place, in the next planting season, unless the Local Planning Authority gives its written consent to any variation.

Reason: To improve the appearance of the site in the interests of visual amenity.

4. The development hereby permitted shall be used for a sports pavilion and for no other purpose (including any other purpose in Class D2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any Statutory Instrument revoking and re-enacting that Order with or without modification).

Reason: To restrict the use of the premises in the interests of highway safety and local amenity.

5. No sound amplifying equipment, which when operated is audible outside the premises, shall be installed in the premises without the prior written consent of the Local Planning Authority.

Reason: To protect the amenities of the occupiers of nearby properties.

6. No floodlighting whether free standing or affixed to an existing structure, shall be provided on the site at any time.

Reason: In the interests of the amenities of the locality.

7. Details of measures to be taken to prevent mud from vehicles leaving the site during construction works being deposited on the public highway shall be submitted to and approved in writing by the Local Planning Authority and fully implemented before development commences. Such measures shall be retained for the duration of the construction period. No lorry shall leave the site unless its wheels have been cleaned sufficiently to prevent mud being carried onto the highway.

Reason: In the interests of highway safety.

8. Details of provisions to be made for the parking and turning on site of operative and construction vehicles during the period of development shall be submitted to and approved in writing by the Local Planning Authority and fully implemented before development commences. Such measures shall be retained for the construction period.

Reason: In the interests of highway safety.

9. Development shall not begin until details of the junction between the proposed access road and the highway, including the footway and verge crossing, have been approved in writing by the Local Planning Authority and the building shall not be used until that junction has been constructed in accordance with the approved details.

Reason: In the interests of highway safety.

10. Before the development hereby approved is first brought into use, visibility splays of 2.4 metres by 90 metres shall be provided at the junction of the access and public highway. No structure, erection or vegetation exceeding 1.05 metres in height above the level of the adjacent highway shall be permitted to remain within these splays.

Reason: In the interests of highway safety.

11. Before the development hereby approved is first brought into use, the access shall be constructed with a non-migratory surfacing material for a minimum distance of 10 metres from the highway boundary.

Reason: In the interests of highway safety.

12. Any gates provided shall be set back a minimum distance of 10 metres from the edge of the carriageway of the adjoining highway.

Reason: In the interests of highway safety.

13. The existing vehicular access to the site shall be stopped up and used for pedestrian and cycle access only within one month of the completion of the development hereby approved.

Reason: In the interests of highway safety.

14. The existing pavilions on the site shall be demolished and the resultant materials removed from the site within one month of the occupation of the replacement pavilion hereby approved.

In the interests of the amenities of the area.

Informatives:

1. All work relating to the development hereby approved, including works of demolition or preparation prior to operations, should only take place between the hours of 0800 and 1800 Monday to Friday and 0800 and 1300 Saturdays and at no time on Sundays and Bank Holidays.

2. No materials should be burnt on site.

3. The applicant is advised that a licence will be required to carry out highway works. Please contact: The Area Surveyor, The Old College, College Street, Petersfield (Telephone: 01730 266411)

4. The Local Planning Authority has taken account of the following development plan policies and proposals:-

Hampshire County Structure Plan Review : C1, C2, R3

Winchester District Local Plan : Proposals C1, C2, C24, RT4, EN5

5. This development lies within an Aquifer Protection Zone and Southern water and the environment Agency must be consulted regarding drainage proposals.



Director of Development Services
11 June 2002



*Certified as a true
copy
Stuart Bowler
19 St Peter St
Winchester*

DEPARTMENT OF TRANSPORT

AGREEMENT

SECTION 253 HIGHWAYS ACT 1980

THIS AGREEMENT is made the ¹⁵ day of *July* 1996 between THE SECRETARY OF STATE FOR TRANSPORT (hereinafter called 'the Secretary of State') of the one part and Compton and Shawford Parish Council (hereinafter called 'the owner') of the other part

WHEREAS

- (1) The Secretary of State is the highway authority for the motorway.
- (2) The land (hereinafter called 'the said land') and shown coloured pink on the plan numbered 264/L/751 1 rev a annexed hereto is vested in the Owner.
- (3) The Secretary of State and the Owner have agreed to enter into this Agreement in persuance of Section 253 of the Highways Act 1980.

NOW IT IS HEREBY AGREED as follows:

- 1. The Owner will maintain on the said land the planting hereto in the positions indicated by green hatching on the plan numbered 00264/EP/0003 annexed hereto.
- 2. The Owner will manage all the trees and shrubs which are at the date of this Agreement growing on the said land and will not without the written consent of the Secretary of State lop, fell or remove any tree or shrub on the said land whether the same shall have been growing there at the date of this Agreement or shall have been planted in persuance hereof. Such permission not to be unreasonably withheld.
- 3. The Owner shall be responsible for retaining or, when appropriate, replacing any tree or shrub on the said land which fails, to a satisfactory standard for a minimum period of 25 years from the date upon which this Agreement is signed.
- 4. The Owner shall not put the said land to any use which may be detrimental to the maintenance of the trees and shrubs now growing there or which shall be planted in persuance of this Agreement.
- 5. The Owner shall permit the Secretary of State and any person authorised by him at all reasonable times to enter the said land for the purpose of inspecting the trees and shrubs thereon.



6. It is hereby agreed and declared that this Agreement is intended to be binding on the successor in Title of the Owner in persuance of Section 253 (3) and (4) of the Highways Act 1980.

IN WITNESS hereof the parties hereto set their hands the day and year first written above.)

Signed.....

on behalf of The Secretary of State for Transport

Witness to the aforesaid.....

Name in Capitals.....

Address

.....

Signed... [Redacted] ADRIAN WALMSLEY

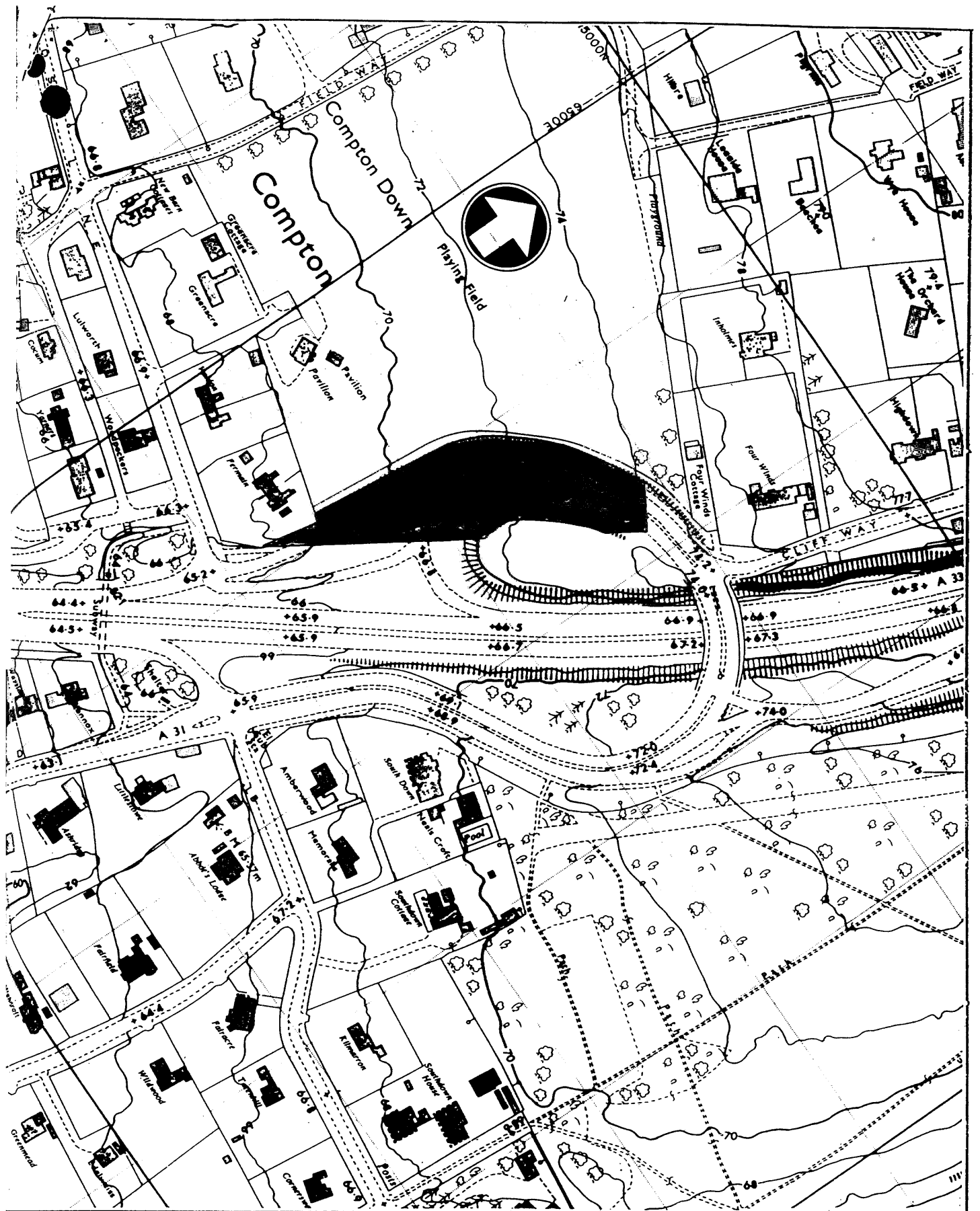
on behalf of the Compton and Shawford Parish Council

Witness to the aforesaid [Redacted].....

Name in capitals.... ERIC VICTOR CADWELL

Address.... [Redacted]

.....



OWNER
 The Department of Transport
 Playing Fields
 Compton
 WINCHESTER
 Compton + Shaftesbury
 Parish Council

M3 MOTORWAY (BAR END - COMPTON SECTION) LAND INTEREST PLAN

AREA
 6075m²

DATE
 Sept 95

SCALE
 1:2500

DRAWING NO.
 264/L/751 |
 Rev a