

Dated:

5th February

2024
~~2023~~

(1) EASTLEIGH BOROUGH COUNCIL

and

- (2) WINCHESTER CITY COUNCIL**
- (3) NEW FOREST DISTRICT COUNCIL**
- (4) EAST HAMPSHIRE DISTRICT COUNCIL**
- (5) NEW FOREST NATIONAL PARK AUTHORITY**
- (6) BASINGSTOKE AND DEANE BOROUGH COUNCIL**
- (7) SOUTHAMPTON CITY COUNCIL**
- (8) TEST VALLEY BOROUGH COUNCIL**

**SUPPLEMENTAL DEED
PURSUANT TO SECTION 33 OF THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982 AND
SECTION 1 OF THE LOCALISM ACT 2011
IN RESPECT OF A DEED OF AGREEMENT DATED 25 NOVEMBER 2021**

THIS DEED is made on

5th February

2024
2023

BETWEEN:

- (1) **Eastleigh Borough Council** of Eastleigh House, Upper Market Street, Eastleigh Hampshire SO50 9YN (**"the Owner"**); and
- (2) **Winchester City Council** of City Offices, Colebrook Street, Winchester, Hampshire SO23 9LJ (**"the First Authority"**); and
- (3) **New Forest District Council** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA (**"the Second Authority"**)
- (4) **East Hampshire District Council** of Penns Place, Petersfield GU31 4EX (**"the Third Authority"**)
- (5) **New Forest National Park Authority** of Town Hall, Avenue Road, Lymington, Hampshire SO41 9ZG (**"the Fourth Authority"**)
- (6) **Basingstoke and Deane Borough Council** of Civic Offices, London Road, Basingstoke RG21 4AH (**"the Fifth Authority"**)
- (7) **Southampton City Council** of Civic Centre, Southampton SO14 7LY (**"the Sixth Authority"**)
- (8) **Test Valley Borough Council** of Beech Hurst, Weyhill Road, Andover, SP10 3AJ (**"the Seventh Authority"**)

RECITALS

- A On 25 November 2021 the Owner entered into the Original Deed with the First Authority and the Second Authority pursuant to the Enabling Powers in order to regulate the use of the Mitigation Land for the provision of Credits in connection with applications for planning permission in respect of future development comprising residential and other overnight accommodation in the Catchment Area.
- B Supplemental Deeds were entered into between:
- (i) the Owner and the Third Authority on 11th February 2022;
 - (ii) the Owner and the Fourth Authority on 11th April 2022;
 - (iii) the Owner and the Fifth Authority on 22nd June 2022;
 - (iv) the Owner and the Sixth Authority on 15th July 2022; and
 - (v) the Owner and the Seventh Authority on 16th May 2023
- in order to join each authority as an Enforcing Authority pursuant to the Original Deed.
- B The Owner and the Enforcing Authorities have agreed to enter into this supplemental Deed in order for the Stoke Park Farm and Manor Farm Land to be added to the Mitigation Land in accordance with clause 13 of the Original Deed.

C This Deed is supplemental to the Original Deed.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 Unless the context otherwise requires, terms defined in the Original Deed shall have the same meaning when used in this deed. The following definitions also apply in this deed:

"Original Deed"	The Deed of Agreement made pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 1 of the Localism Act 2011 dated 25 November 2021 and made between (1) Eastleigh Borough Council, (2) Winchester City Council and (3) New Forest District Council
"Stoke Park Farm and Manor Farm Land"	The land known as Stoke Park Farm and Manor Farm as shown edged red on the plans attached to this supplemental deed owned by the Owner (such ownership being in the process of registration with HM Land Registry)

1.2 The provisions of all clauses, terms, schedules and appendices of the Original Deed shall be incorporated into this deed as if set out in this deed in full.

2 EFFECT OF THE AGREEMENT

This Deed shall take effect on the day and year first before written.

3 COVENANT AND AGREEMENT

3.1 In compliance with its obligations in clause 13 of the Original Deed the Owner has provided the Land Management Plans and details of the number of Credits relating to the Stoke Park Farm and Manor Farm Land in the annexure to this Deed.

3.2 The Owner hereby covenants with the Enforcing Authorities that all covenants and obligations set out in the Original Deed on the part of the Owner are hereby given in respect of and shall be enforceable against the Owner in respect of the Stoke Park Farm and Manor Farm Land (and from the date of this Deed the Stoke Park Farm and Manor Farm Land shall be read and construed as Mitigation Land in the Original Deed).

3.3 The parties acknowledge and agree that the reference to "Clause 14" on the sixth line of the definition of "Mitigation Land" in the Original Agreement shall be read and construed as "Clause 13".

4 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.

5 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties without the consent of any such third party

6 NOTICES

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

6.1.1 on the Owner at the address as detailed above or as notified by the Owner in writing to the Enforcing Authorities.

6.1.2 On the Enforcing Authorities at the addresses as detailed above or as otherwise notified in writing to the Owner

6.2 Notices served in accordance with this clause 6 shall be deemed received:

(a) where sent by first class prepaid post, by 4pm on the second Working Day after posting; or

(b) where sent by email, by 9am on the following Working Day after sending.

7 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8 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.

9 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.

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

Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST NATIONAL PARK AUTHORITY)
in the presence of:)



.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
BASINGSTOKE AND DEANE BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
SOUTHAMPTON CITY COUNCIL)
in the presence of:)

.....
Authorised Signatory

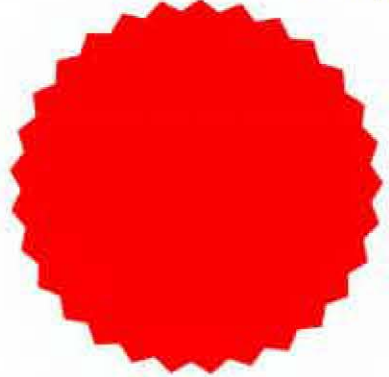
Executed as a DEED by affixing)
THE COMMON SEAL OF)
TEST VALLEY BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST NATIONAL PARK AUTHORITY)
in the presence of:)

.....
Authorised Signatory

31978



Executed as a DEED by affixing)
THE COMMON SEAL OF)
BASINGSTOKE AND DEANE BOROUGH COUNCIL)
in the presence of:)

Ann Greaves
Legal Services Manager

....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
SOUTHAMPTON CITY COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
TEST VALLEY BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST NATIONAL PARK AUTHORITY)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
BASINGSTOKE AND DEANE BOROUGH COUNCIL)
in the presence of:)

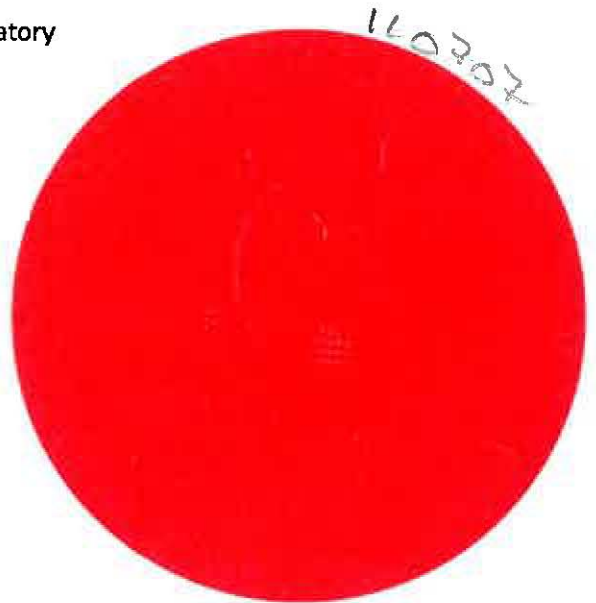
.....
Authorised Signatory

Executed as a DEED by affixing
THE COMMON SEAL OF
SOUTHAMPTON CITY COUNCIL
in the presence of:

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
TEST VALLEY BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory



Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST NATIONAL PARK AUTHORITY)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
BASINGSTOKE AND DEANE BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
SOUTHAMPTON CITY COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
TEST VALLEY BOROUGH COUNCIL)
in the presence of:)

Authorised Signatory





Executed as a DEED by affixing)
THE COMMON SEAL OF)
EASTLEIGH BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
WINCHESTER CITY COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST DISTRICT COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
EAST HAMPSHIRE DISTRICT COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
EASTLEIGH BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
WINCHESTER CITY COUNCIL)
in the presence of:)

NO. IN SEAL
REGISTER:
12281



✓
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST DISTRICT COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
EAST HAMPSHIRE DISTRICT COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
EASTLEIGH BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
WINCHESTER CITY COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST DISTRICT COUNCIL)
in the presence of:)



.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
EAST HAMPSHIRE DISTRICT COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
EASTLEIGH BOROUGH COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
WINCHESTER CITY COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
NEW FOREST DISTRICT COUNCIL)
in the presence of:)

.....
Authorised Signatory

Executed as a DEED by affixing)
THE COMMON SEAL OF)
EAST HAMPSHIRE DISTRICT COUNCIL)
in the presence of:)

Authorised Signatory



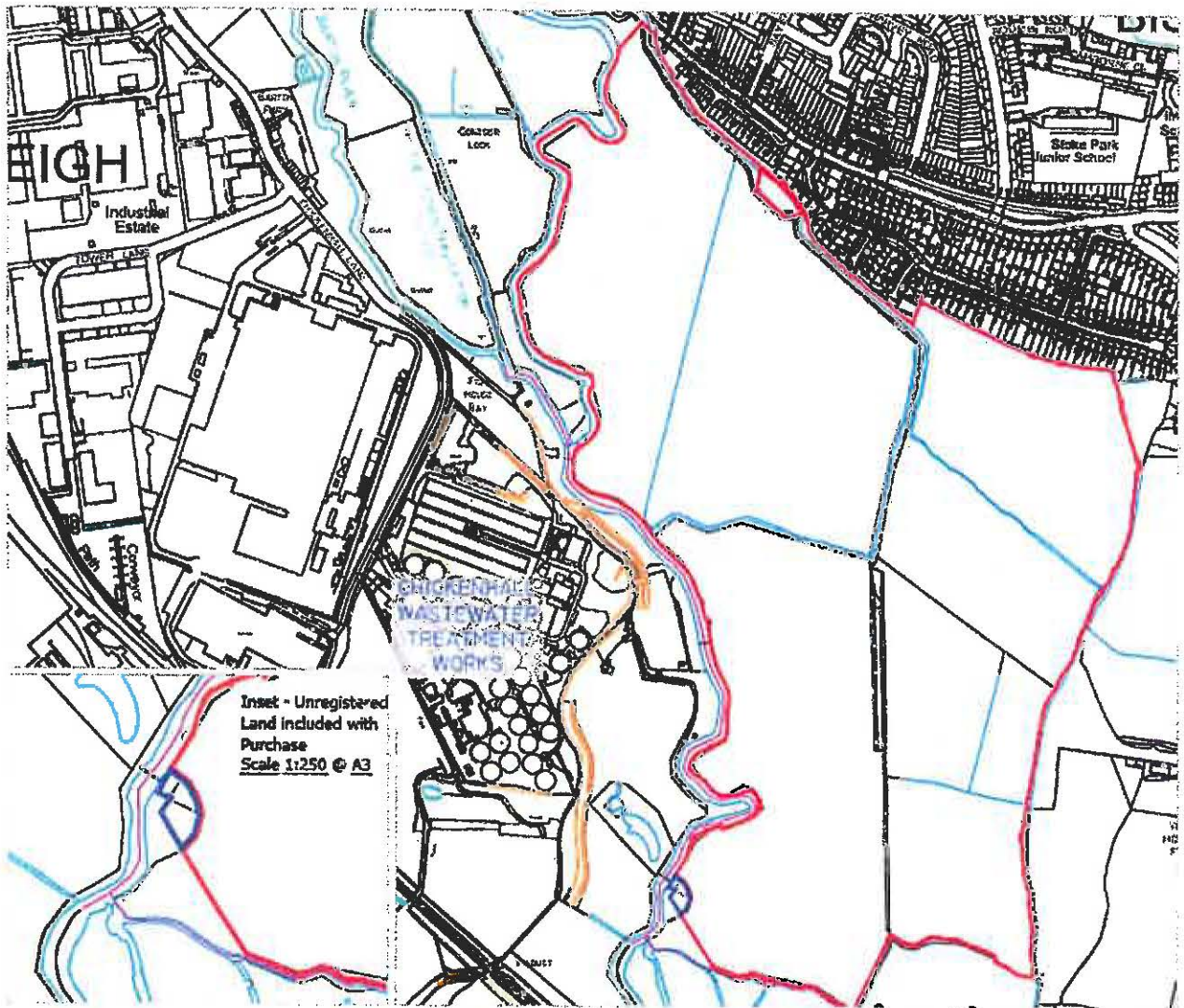
Appendix

LR Title Number(s)	Geographic Location	Fluvial Catchment	River Basin	Farmed Area (Ha)	Credits Kg N loss/yr	Imposed N-Loss @ 5kg/Ha	Net Credits to trade
HP279019, HP632865	Bishopstoke	Itchen	Itchen	9.70	249.70	- 48.50	201.20
HP585566, HP717268	West End	Itchen	Itchen	41.00	1,817.70	- 205.00	1,612.70
Unregistered	West End	Itchen	Itchen				
HP503665, HP474351	West End	Itchen	Itchen				
HP537794	Botley	East Hants	Hamble	27.10	1,564.50	- 135.50	1,429.00
HP618985	Bishopstoke	Itchen	Itchen	56.00	3,056.80	- 280.00	2,776.80
HP727269	Fair Oak	Itchen	Itchen	91.00	4,663.80	- 455.00	4,208.80
				224.80	11,352.50	1,124.00	10,228.50

**Eastleigh Borough Council
Land Management Review
Manor Farm HP618985**

Description of Land

Title Number	HP618985
Name	Manor Farm
Location	Land off Bishopstoke Road
Total Area	56 Hectares
Description	Arable Land
Buildings	N/a
Hardstanding	N/a
Maintenance Access	Single access route of porous construction off Bishopstoke Road
Woodland	N/a
Trees	Amongst hedgerows and within river corridors Cover TPO on boundary to West of main access of Bishopstoke Road
Hedgerows	Field boundaries
Vegetation / Scrub	Understorey of trees and hedgerows plus field margins
Watercourses	Main River – Itchen on Western bounding and separately unnamed running through.
Ditches	Tributary ditches
Ponds	Situated in SW corner – unregistered land included with purchase
Fluvial Catchment	Itchen
Previous Use	Arable Farming
Designations	River Itchen – Special Area of Conservation Unregistered Pond – Site of Special Scientific Interest
Invasive Species	Not evident at time of survey – suspected Himalayan Balsam
Public Rights of Way	Crossing land - from East to North West
Easements	Buried drainage services evident
Boundaries	In Part - River, Residential fencing, Road, Woodland, Livestock fencing, unfenced
Flood Risk	EA Flood Map for Planning – Zones 1, 2 & 3
Other information	



Inset - Unregistered Land included with Purchase
Scale 1:250 © A3

This plan is based on Ordnance Survey basemaps and is subject to survey. Ordnance Survey. (c) Crown Copyright 2020. All rights reserved. Licence number 100022432.

NORTH should be taken as the top of the page, unless clearly marked otherwise.

Area: 56.00 H.A.

- Title HP618985
- Unregistered land included with purchase

Scale 1:500 © A3



ADDRESS: [Dunford]
 Land East of Chickenhall
 South Bishopstoke
 Eastleigh

TITLE: Transfer Plan

Ref. 228 SLP DUN-LR01

Date: 4th of January 2021

© Eastleigh Borough Council 2021

Eastleigh Borough Council
Land Management Review
Manor Farm HP618985

Eastleigh Borough Council
Land Management Review
Manor Farm HP618985

Management Plan

As a local authority, Eastleigh Borough Council are suitably placed custodians of the land. Ensuring that it is appropriately managed as to avoid exceedance of the 5kgN/ha/yr rate.

For the avoidance of doubt the following stipulations will apply:

Prohibited Activities

- Introduction of new nitrogen onto the land
- Application of fertiliser
- Re-seeding of entirety except to initially revert harvested crops to grassland
- Supplementary feeding of livestock
- Dairy Farming
- Commercial horticulture or growing of cereal crops
- Ploughing of the land except minimum tillage for the purpose of planting

Permitted Activities

- Harvesting and removal of any existing crop and reverting to grassland
- Grazing of livestock to maintain and enhance the biodiversity of the land
- Planting and/or management of trees and shrubs
- Natural regeneration of the land
- Planting and maintenance of greensward

The intention is that the land receives minimum intervention during the course of the agreement. Key components of management requirements are outlined as:

Trees and Woodland

Management to be implemented taking into account the risk/proximity of dangerous trees, diversity of woodland and habitat provisions/enhancements.

Hedgerows and Vegetation

To receive an annual cut (September through to February). Those on the immediate highway, restricting vehicular visibility splays or restricted access on Public Rights of Ways to receive secondary cut if essential with a nesting bird check prior to works. Selective vegetation left for natural regeneration.

Grass Management

To receive staggered bi-annual mechanical cut, spring and late summer/autumn dependent on weather and ground conditions. Peripheral areas, understories and selective scrub left for natural regeneration.

Conservation Grazing

Considered on a case by case basis ensuring no exceedance of the rate of 5kgN/ha/yr.

Gates and Fencing

To be maintained, ensuring land is secure from trespass, flytipping and unwanted access.

**Eastleigh Borough Council
Land Management Review
Manor Farm HP618985**

Access

Only granted on designated Public Rights of Way and for those with existing entitlements. Public use and recreation is not considered at this time.

Ponds, Water Courses and Ditches

Main river and watercourse constraints to be observed where applicable with consent required when implementing works in vicinity. Watercourses to be kept free flowing with caution expressed to habitat suitability. No fishing rights come with the land.

Designations

Where areas fall under specific designations, compliance will be met and permission will be sought if operations fall outside of normal regimes. Natural England's assessments will be reviewed

Chemical Applications

Fertilisers and pesticides will be avoided. Herbicides may be used if targeting invasive species or injurious weeds.

Invasive Species and Injurious Weeds

If evident on the land to be actively managed in-line with best practice guidance

Neighbourly Relations

Regular liaison with records of correspondence if warranted.

Monitoring Arrangements

Monitoring report to be compiled by or on behalf of Eastleigh Borough Council in order to:

- ensure compliance with the management and use of the land
- record and evidence the evolving site context
- make further observations and recommendations
- address any incidents or non-compliance that may constitute a breach of the agreement

Monitoring Report to be compiled and made publicly available at the following intervals:

- Initial report to be conducted within 3 months of the agreement
- Annually for Years 1-5
- Every 5 Years for the remainder of the agreement

In addition to the arrangements outlined above:

- An appointed department within the council will carry out regular check of all parcels with observations recorded and remedial action programmed. Such detail will be made available to further inform the 'monitoring report'
- If so wished, upon serving reasonable notice Natural England or their chosen delegate may enter the land and inspect for compliance. Such inspections and findings will be recorded and distributed.

In the event that a breach has been identified, rectification will be initiated within 3 months of receipt of the report. There-after, monitoring reports to be compiled and made available on a 6 monthly basis for a period of 3 years.

**Eastleigh Borough Council
Land Management Review
Stoke Park Farm HP727269**

Description of Land

Title Number	HP727269
Name	Stoke Park Farm
Location	Stoke Park Farm, Stoke Common Road, Eastleigh SO50 6DW
Total Area	103.05 hectares
Applicable Area	96.29 hectares
Description	Predominately Grassland
Non-applicable Areas	5.41 ha - Fish Farm (shaded dark green) 1.35 ha - Yard and Buildings (shaded dark green)
Maintenance Access	Main access off Sewall Drive via compacted track through land
Buildings	N/a
Hardstanding	N/a
Woodland	Brick Kiln Copse & Judges Gully Copse
Trees	Small number of Parkland trees to the NW boundary Scattered groups plus river corridor Cover TPO surrounding neighbouring development
Hedgerows	Of varied size and condition
Vegetation / Scrub	Understorey of woodland and scattered groups River corridor
Watercourses	Main River – known as Bow Lake
Ditches	Tributary ditches providing land drainage
Ponds	Storm Water Settlement – 3 ponds Balancing Pond – Within Woodland Copse West of Sewall Drive In Ditch Line (SW of yard) Judges Gully Pond
Fluvial Catchment	Itchen
Previous Use	Livestock Grazing (Dairy)
Designations	SINC– Brick Kiln & Judges Gully Copse plus Balancing Pond Woodland
Invasive Species	Not evident at time of survey – suspected Himalayan Balsam
Public Rights of Way	Various routes crossing land
Easements	Access to Upperbarn Copse by the Woodland Trust Power – HV power overhead (pylons)
Boundaries	Varied condition
Flood Risk	Zone 2 &3 along river corridor
Other information	

Eastleigh Borough Council Land Management Review Stoke Park Farm HP727269

This plan is based on Ordnance Survey footings and is subject to survey, Ordnance Survey, (c) Crown Copyright 2020. All rights reserved. Licence number: 100021432.
NORTH arrow is shown at the top of the page, unless clearly marked otherwise.

TLC# HP727269
TMR# HP727269
Yield and Flavour

Scale 1:5000 @ A3



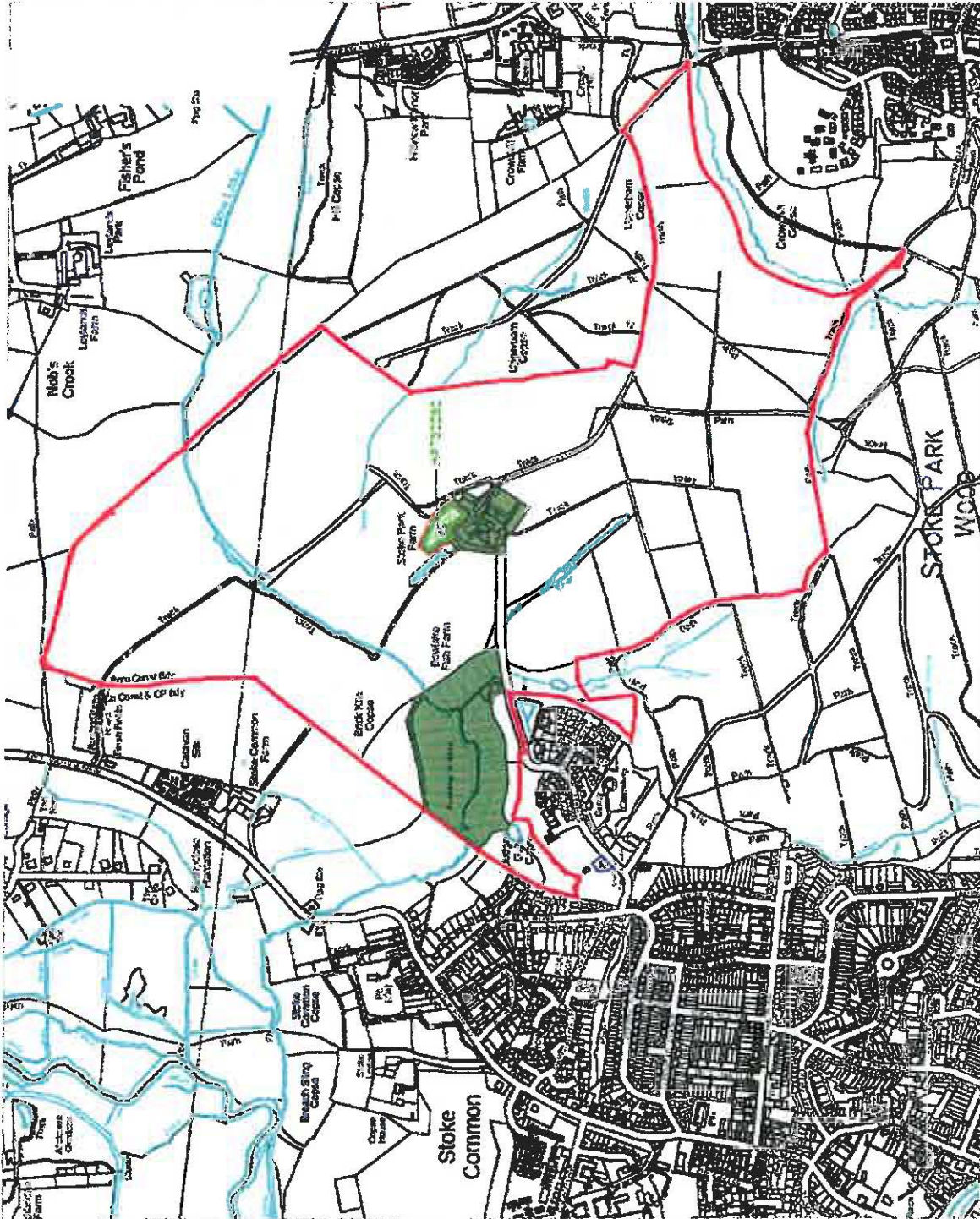
ADDRESS: (Dunbar)
Land at Stoke Park, Farm
Bromsgrove
Eastleigh

TITLE: Transfer Plan

Ref.: 228 SLP DUN-LR02

Date: 12th of November 2021

© Eastleigh Borough Council 2021



**Eastleigh Borough Council
Land Management Review
Stoke Park Farm HP727269**

Management Plan

As a local authority, Eastleigh Borough Council are suitably placed custodians of the land. Ensuring that it is appropriately managed as to avoid exceedance of the 5kgN/ha/yr rate.

For the avoidance of doubt the following stipulations will apply:

Prohibited Activities

- Introduction of new nitrogen onto the land
- Application of fertiliser
- Re-seeding of entirety except to initially revert harvested crops to grassland
- Supplementary feeding of livestock
- Dairy Farming
- Commercial horticulture or growing of cereal crops
- Ploughing of the land except minimum tillage for the purpose of planting

Permitted Activities

- Harvesting and removal of any existing crop and reverting to grassland
- Grazing of livestock to maintain and enhance the biodiversity of the land
- Planting and/or management of trees and shrubs
- Natural regeneration of the land
- Planting and maintenance of greensward

The intention is that the land receives minimum intervention during the course of the agreement. Key components of management requirements are outlined as:

Trees and Woodland

Management to be implemented taking into account the risk/proximity of dangerous trees, diversity of woodland and habitat provisions/enhancements.

Hedgerows and Vegetation

To receive an annual cut (September through to February). Those on the immediate highway, restricting vehicular visibility splays or restricted access on Public Rights of Ways to receive secondary cut if essential with a nesting bird check prior to works. Selective vegetation left for natural regeneration.

Grass Management

To receive staggered bi-annual mechanical cut, spring and late summer/autumn dependent on weather and ground conditions. Peripheral areas, understories and selective scrub left for natural regeneration.

Conservation Grazing

Considered on a case by case basis ensuring no exceedance of the rate of 5kgN/ha/yr.

Gates and Fencing

To be maintained, ensuring land is secure from trespass, flytipping and unwanted access.

**Eastleigh Borough Council
Land Management Review
Stoke Park Farm HP727269**

Access

Only granted on designated Public Rights of Way and for those with existing entitlements. Public use and recreation is not considered at this time.

Ponds, Water Courses and Ditches

Main river and watercourse constraints to be observed where applicable with consent required when implementing works in vicinity. Watercourses to be kept free flowing with caution expressed to habitat suitability. No fishing rights come with the land.

Designations

Where areas fall under specific designations, compliance will be met and permission will be sought if operations fall outside of normal regimes. Natural England's assessments will be reviewed

Chemical Applications

Fertilisers and pesticides will be avoided. Herbicides may be used if targeting invasive species or injurious weeds.

Invasive Species and Injurious Weeds

If evident on the land to be actively managed in-line with best practice guidance

Neighbourly Relations

Regular liaison with records of correspondence if warranted.

Monitoring Arrangements

Monitoring report to be compiled by or on behalf of Eastleigh Borough Council in order to:

- ensure compliance with the management and use of the land
- record and evidence the evolving site context
- make further observations and recommendations
- address any incidents or non-compliance that may constitute a breach of the agreement

Monitoring Report to be compiled and made publicly available at the following intervals:

- Initial report to be conducted within 3 months of the agreement
- Annually for Years 1-5
- Every 5 Years for the remainder of the agreement

In addition to the arrangements outlined above:

- An appointed department within the council will carry out regular check of all parcels with observations recorded and remedial action programmed. Such detail will be made available to further inform the 'monitoring report'
- If so wished, upon serving reasonable notice Natural England or their chosen delegate may enter the land and inspect for compliance. Such inspections and findings will be recorded and distributed.

In the event that a breach has been identified, rectification will be initiated within 3 months of receipt of the report. There-after, monitoring reports to be compiled and made available on a 6 monthly basis for a period of 3 years.