

THIS MEMORANDUM OF UNDERSTANDING is dated
BETWEEN:-

2001

1. [] of [] ("the Property Owners")
2. THE PARISH COUNCIL OF EAST MEON whose address for service is [] ("the Council")

WHEREAS:

1. The Property Owners are intending to instruct their agent HGP Planning Consultancy Limited ("the Agent") to submit to East Hampshire District Council ("the Planning Authority") an application for development on land shown for identification edged red on the plan ("the Plan") attached to this agreement
2. The Council are minded to support the Planning Application subject to the terms of this memorandum

IT IS AGREED:

1. The Property Owners covenant with the Council that they will at all times during the process by which the Planning Application is considered by East Hampshire District Council consult with the Council and keep the Council fully advised of developments with regard to the Planning Application. In particular but not by way of limitation the Property Owners covenant that they will seek consent from the Council in the event of any change or alteration to the Planning Application and that they will not pursue any such change or alteration unreasonably without the consent of the Council (which the Council agree they will not unreasonably withhold or delay).
2. The Property Owners agree that in any sale of the land the subject of the Planning Application they will procure the inclusion in the appropriate contractual arrangements relating to such sale of a restrictive covenant benefiting the Property Owners' retained land in accordance with the provisions of the First Schedule to this agreement or as close thereto as circumstances shall permit
3. The Property Owners acknowledge that they will in connection with the Planning Application seek to enter into an agreement under Section 106 of the Town and Country Planning Act 1990 to ensure that the items referred to in the Second Schedule are provided as part of the development and in particular but not by way of limitation that that said agreement shall require that the same shall be provided prior to the occupation of the first dwelling to be constructed as part of the development
4. In consideration of the foregoing the Council acknowledge and agree that they will support the said Planning Application

FIRST SCHEDULE

For the benefit of the retained land of the Transferors and so as to bind the property transferred into whosoever hands the same may come the Transferee covenants with the Transferors for itself and its successors in title that no building or erection of any kind whatsoever shall be constructed on the property hereby transferred unless it shall be strictly in accordance with the plans approved by planning permission number [] issued by East Hampshire District Council on the [] without the prior consent in writing of The Parish Council of East Meon and of HGP Planning Consultancy Limited of Furzehall Farm Wickham Road Fareham Hampshire PO16 7JH

SECOND SCHEDULE

- i) A full Hampshire League standard football pitch shall be constructed in the position shown. The pitch to be brought to standard ready for play ie levelled, drainage laid, seeded, marked out, goals provided, boundary landscaping etc. It is proposed that legal agreement shall require all works up to and including seeding prior to first occupation and subsequent works within two growing seasons.
- ii) A changing room to be constructed in accordance with attached plan. This changing room will also include an enclosed veranda area as illustrated.
- iii) Provision of a multi-sport court and surround fencing. This court to include provision for tennis (x1), mini tennis (x4), basketball, netball and five-a-side football. Finished court to be gifted to the Parish Council inclusive of a pre-paid maintenance contract with supplier.

- iv) Small car park adjacent to changing rooms.
- v) Provision of £5,000 towards the provision of BMX equipment. To be agreed with local children. (Their representative being Nick Tubb.)
- vi) Provision of land and laying out of car park extension (if required) on land to the north of the BMX area.
- vii) Laying out of village green area, including woodland area. To include all planting, landscaping etc and public footpath through to Workhouse Lane.
- viii) A committed sum of £30,000 to pass to the Parish Council to cover the future maintenance of all of the above.
- ix) To pay the Parish Council a further sum of £20,000 to be used for or towards any community related projects or proposals that the Council determine. For example the creation of a footpath from Garston Close through to Chapel Street.
- x) Provide a French drain or similar in the field to south of Coombe Lane

Signed by the Property Owners

Signed by the Clerk to the Council
and one Member of the Council
being duly authorised by the Council
in that regard

Hi again Philippa,
This is the Revised Agreement
which was drafted this morning. What
do you think of this one?

Mike