

Luken Beck
59 Tower Street
Winchester
SO23 8TA

Date: 24th February 2026

Please ask for: Hannah Kersley
Tel: 01903 737856

Your Ref: Mr Buczynskyj
Our Ref: BE/126/25/DOV

Dear Mr Buczynskyj,

Section 106A of the Town and Country Planning Act 1990
Request to modify or discharge a planning obligation on a Section 106 Agreement less than 5 years old.

Application to amend Schedule 1, Clause 1.1.2 (Access Road Phase 1) and 2.1.2 (Access Road Phase 2), 4.1.4 (PROW Phase 2 Scheme of Works) and Schedule 2 definitions('affordable rented units',chargee' and 'registered provider') and Clause 6.1.4 (disposal by chargee) in the Section 106 dated 07.09.21 (as amended) in relation to planning permission BE/148/20/OUT.

Nursery Fields Land to the North of Chalcraft Lane West Bersted PO21 5TS

This application has been made to enter Second Deed of Variation to the Section 106 dated 7 September 2021 secured under BE/148/20/OUT. This has previously been subject to a Deed of Variation (BE/37/24/DOV) dated 31 January 2025 which sought to amend schedule 2 (affordable housing) definitions and clauses 1.1, 1.6, 1.7, 2.1, 4.2 and 4.5, add schedule 6 (first homes) and replace schedule 5 (self-build housebuilding).

The second DoV applies to amend Schedule 1, Clause 1.1.2 (Access Road Phase 1) and 2.1.2 (Access Road Phase 2), 4.1.4 (PROW Phase 2 Scheme of Works) and Schedule 2 definitions('affordable rented units',chargee' and 'registered provider') and Clause 6.1.4 (disposal by chargee).

HIGHWAYS AND TRANSPORT

Access Roads (Phase 1 and 2):

The developer has confirmed that it would not be possible to install Access Road Phases 1 or 2 to 'completion certificate standard' prior to first occupation. The roads will be made safe and suitable for public use throughout the development, but completion certificate standard will not

be achievable until completion of development. This is as a result of the Access Roads being in continuous use by heavy construction vehicles, which would cause continual damage to the wearing course throughout development.

As a result of the above, it is sought that the trigger points under Paragraphs 1.1.2 and 2.1.2 of Schedule 1 be amended to not allow Occupation of the final Residential Unit within the Development unless and until'. This replaces the requirement for Phase 1 'not to Occupy nor permit Occupation of the Development unless and until; and for Phase 2 'not to Occupy nor permit Occupation of more than 100 Residential Units unless and until'.

Public Right of Way (Phase 1 and 2):

The developer has confirmed it would not be possible to provide PROW Phase 1 to 'completion certificate standard' prior to 200th occupation as a result of the PROW needing to be diverted to ensure public safety during construction works. To ensure timely delivery of an alternative route, the diversion will link to PROW Phase 2 at the consented point and PROW Phase 2 will be brought forward to 100 Occupations.

It is therefore sought that the trigger point for Paragraph 4.1.4 of Schedule 1 (PROW Phase 1 Scheme of Works) be amended from 'prior to occupation of more than 100 Residential Units and not to Occupy nor permit Occupation of more than 100 Residential Units until' to 'prior to occupation of more than 200 (two hundred) Residential Units and not to Occupy nor permit Occupation of more than 200 (two hundred) Residential Units until'.

The trigger point for Paragraph 5.1.4 (PROW Phase 2 Scheme of Works) is also amended from 'prior to Occupation of more than 150 Residential Units and not to Occupy nor permit Occupation of more than 150 Residential Units until' to 'prior to Occupation of more than 100 (one hundred) Residential Units and not to Occupy nor permit Occupation of more than 100 (one hundred) Residential Units until'.

The replacement wording for these four clauses have been subject to consultation with WSCC as the Highways Authority, who have confirmed no objection to this Deed of Variation. The Council (ADC) are therefore in agreement that this amendment is acceptable, and the changes to the trigger points are appropriate to allow the completion of the Access Road and PROW Phases without undue delay.

AFFORDABLE HOUSING

Developers nationally are facing significant challenges in disposing of S106 Affordable Housing with Housing Associations facing a perfect storm of mounting pressures from constrained financial capacity, higher costs of finance, rising build costs and commitments to remediate existing stock to meet building safety and decarbonisation targets.

In this case, a Second DoV is being sought to Schedule 2 (pursuant to the First DoV) to amend definitions, and Clause 6.1.4. This is sought at the request of the Registered Provider. Definitions for 'Affordable Rented Units', 'Chargee' and 'Registered Provider' have all been deleted and replaced.

Clause 6.1.4 of Schedule 2 is deleted and replaced in order to provide the Mortgagee or Chargee with a three month period in which use reasonable endeavours to dispose to another

Registered Provider or the Council, following the serving of formal written notice of intention to dispose of the Affordable Housing to the Council. If no disposal is completed within three months, the mortgagee or chargee will be entitled to dispose of the Affordable Housing Units free of the S106 provisions. The previous Deed of Variation did not impose a disposal completion time limit, and instead required that the Council serve a response to this written notice of intention within 6 weeks.

The amendments to Schedule 2 have been subject to consultation with the ADC Housing Development and Enabling Officer, who has raised no objections to the replacement definitions and clause wording. These provisions allow for the delivery of the affordable housing and adoption by the Registered Provider, and as such are acceptable.

The planning obligations the subject of this request can only be modified or discharged by agreement between the authority and the person against whom the obligation is enforceable and shall not be entered into except by an instrument executed as a deed.

The modifications proposed are acceptable and a deed of variation has been completed on the 4th February 2026.

If you have any queries please do not hesitate to contact the above case officer.

Yours sincerely

A handwritten signature in black ink, appearing to be 'NC' followed by a flourish and a period.

Neil Crowther
Group Head of Planning