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Legal Practice Ref: SCD-S106012173
SCDC Planning Ref No: **S/1694/16/OL**

DATED 18th October 2017

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL (1)

and

CAMBRIDGESHIRE COUNTY COUNCIL (2)

and

PETER JAMES SADLER AND LINDA CAROL SADLER (3)

and

THE AGRICULTURAL MORTGAGE CORPORATION PLC (4)

PLANNING OBLIGATION AGREEMENT

Section 106 Town and Country Planning Act 1990 (as amended)

Development of Land at Grace Crescent Hardwick

3C Shared Services – The Legal Practice
South Cambridgeshire Hall
Cambourne Business Park
Cambourne

THIS DEED OF AGREEMENT is made the 18th day of October 2017

BETWEEN:-

- (1) **SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL** of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ("the Council")
- (2) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall, Castle Hill, Cambridge, CB3 0AP ("the County Council")
- (3) **PETER JAMES SADLER AND LINDA CAROL SADLER** of Wallis Farm House, High Street, Hardwick, Cambridge CB3 7QU ("the Owner")
- (4) **THE AGRICULTURAL MORTGAGE CORPORATION PLC** of Charlton Road, Andover, Hants SP10 1RE ("the Mortgagee")

W H E R E A S :-

- (1) The Owner is the freehold owner of the Property described in Part I of the First Schedule hereto.
- (2) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Property is situated.
- (3) The County Council is the education authority and the highway authority for the area in which the Property is situated.
- (4) For the purposes of Section 106 of the 1990 Act
 - (a) the obligations on the part of the Owner hereinafter contained in Clause 5 and in the Second Schedule and the Third Schedule hereto ("the Obligations") are planning obligations;
 - (b) the land the subject of the Obligations is the Property described in Part I of the First Schedule hereto;
 - (c) the Council is the local planning authority by whom the Obligations are enforceable as hereinafter provided; and
 - (d) The County Council shall have concurrent power to enforce those parts of the Obligations set out in the Third Schedule.
- (5) An application registered on 4th July 2016 has been made to the Council for outline planning permission for the erection of up to 98 dwellings at the Property and on additional land owned by the Council and Hundred Houses Society Limited under reference number S/1694/16/OL ("the Application").

- (6) The Council is satisfied that the proposed development disclosed by the Application is such as may be approved by the Council under the 1990 Act.
- (7) The Mortgagee has a legal charge over the Property registered under Title number with title number CB244977 dated 10th February 2012 ("the Legal Charge") and has agreed to enter into this Agreement to confirm its consent to the Property described in Part I of the First Schedule and the Mortgagee's interest therein being bound by the Obligations contained in this Agreement.

NOW THIS DEED WITNESSETH as follows:-

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 as amended;
"Affordable Dwelling"	means a dwelling which meets the Homes and Communities Agency standards required for grant funding unless otherwise agreed by the Council;
"Affordable Rent"	means the tenure which is referred to in the National Planning Policy Framework published in March 2012 as offering flexible tenancies to households who are eligible for social rented housing which is not subject to national rent regimes but is subject to other controls that require a rent of no more than 80% of the gross local market rent and which shall be offered for rent by a Registered Provider to persons who are otherwise unable to secure private sector housing for purchase or rent in the prevailing economic circumstances and who have in the opinion of the Council need for such housing as demonstrated by their position on the Council's Choice Based Letting Scheme

	<p>register or equivalent list provided always that in any event (unless otherwise agreed in writing by the Council such agreement not to be unreasonably withheld or delayed) the rental levels of any individual Affordable Dwelling shall not exceed the Local Housing Allowance Level (or equivalent benefit level) for the relevant Dwelling and "Affordable Rented Housing" shall be construed accordingly;</p>
"Allotment Provision"	<p>means an area to be laid out as allotments such area to be not less than 250 sq m which shall be provided within the boundaries of the Property pursuant to paragraph 1 of Part XII of the Second Schedule;</p>
"Allotment Scheme"	<p>means a document detailing the location, proposed layout and specification of the Allotment Provision and phasing programme (such programme to incorporate a restriction on Occupation of more than a certain percentage of Dwellings until such time as the Allotment provision is laid out and completed ready for use) and also a maintenance programme and regime in such regard;</p>
"Allotment Society"	<p>means such allotment society/body approved in writing by the Council in the event that the Allotment Provision is not to be transferred to the Parish Council or the Management Company;</p>

<p>"Bus Season Ticket Provision"</p>	<p>means provision on request of six (6) City Plus 4 Week Rover bus ticket(s) for travel on Whippet services or such other bus tickets approved by the County Council such ticket(s) to be for each Dwelling and providing free bus travel for a period of six (6) months from the date of first Occupation of the relevant Dwelling;</p>
<p>"Calculation Date"</p>	<p>means the date of each Reserved Matters Approval made pursuant to the Planning Permission provided always that where a series of Reserved Matters Approvals are made then there shall be a calculation upon the date of each relevant approval;</p>
<p>"Commencement of Development"</p>	<p>means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of below ground earthworks, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;</p>
<p>"Community Facilities Contribution"</p>	<p>means a contribution towards the provision of a new community centre which is necessary in order to make the Development</p>

	<p>acceptable in planning terms of either:</p> <p>(a) £608,000 payable where the Owner is notified that the Trustees of Hardwick Village Hall and Social Club Decision has been made; or</p> <p>(b) £349,538.44 where no Trustees of Hardwick Village Hall and Social Club Decision has been made or notified to the Owner;</p> <p>at the point the first Community Facilities Contribution payment is due;</p>
"Community Transport Contribution "	<p>means a contribution of £45,000 towards the provision and maintenance of a community vehicle to run between the village and key destinations in the local area which will benefit the Development and will make acceptable in planning terms that which would otherwise be unacceptable;</p>
"Development"	<p>means residential development for up to 98 dwellings with landscape buffer and new vehicular access as permitted by the Planning Permission;</p>
"Development Phase"	<p>means each of the relevant phases of the Development for which there is a Reserved Matters Application/Approval made pursuant to the Planning Permission;</p>
"Dwelling"	<p>means a dwelling to be constructed pursuant to the Planning Permission;</p>
"Early Years Contribution"	<p>means a contribution of either:</p> <p>(a) £60,000 towards the refurbishment of the Hardwick Primary School Community Rooms as use for early years provision where the</p>

	<p>Owner is notified by the County Council prior to first Occupation that the Trustees of Hardwick Village Hall and Social Club Decision has occurred; or</p> <p>(b) £258,641.56 towards the construction of a new early years classroom on the site of Hardwick Primary School where the Owner is notified by the County Council prior to first Occupation that no Trustees of Hardwick Village Hall and Social Club Decision has occurred;</p>
"Estate Service Charge"	<p>means the charges to be levied on the owners, occupiers or tenants of individual Dwellings to cover the costs of (including but not limited to) such matters as administration, maintenance, general services and insurance in respect of common parts of the Site or Development;</p>
"Hardwick Primary School Community Rooms"	<p>means those rooms at Hardwick Primary School available for community use as dedicated under the Agreement dated 3rd August 1978 as between the County Council and the Trustees of Hardwick Village Hall and Social Club;</p>
"Healthcare Contribution"	<p>means a contribution of £32,220 towards extending Little Eversden Surgery;</p>
"Household Waste Receptacle Contribution"	<p>means a contribution or series of contributions towards the provision of household waste receptacles necessitated by the Development in accordance with the RECAP Waste Management Design Guide as has been adopted by the Council and being the sum of SEVENTY TWO POUNDS</p>

	AND FIFTY PENCE (£72.50) per Dwelling that is a house or ONE HUNDRED AND FIFTY POUNDS (£150.00) for communal bins for flats to be calculated at each Calculation Date according to the number of Dwellings approved pursuant to the relevant Reserved Matters Application;
"the Index"	shall mean the All In Tender Price Index or the General Building Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation (whichever index shall show the greatest increase over the relevant period);
"Interest"	means interest at 4% per annum above the Bank of England base lending rate;
"Lease(s)"	<p>means a lease in respect of any of the Affordable Dwellings in a form approved in writing by the Council and to be in accordance with the Homes & Communities Agency standard lease which shall be a shared ownership lease (granted on payment of a premium calculated by reference to a percentage of the value of the Dwelling or of the cost of providing it) but subject to the following:-</p> <p>(a) the initial term of the lease shall not be less than 125 years;</p> <p>(b) there shall be no rent or other payment (other than the maintenance contributions referred to at paragraph (d) below) for use and occupation in respect of the landlord's retained interest unless otherwise agreed in writing by the Registered</p>

	<p>Provider and which in any event shall not exceed 3% of the landlord's retained interest in line with the Homes and Communities Agency's standards;</p> <p>(c) the initial share of the lessee shall be set at a minimum of twenty-five per cent (25%) to a maximum of seventy-five per cent (75%) but the lessee may at his option if the Lease so permits increase his share to 100% subject otherwise to the terms of the lease;</p> <p>(d) maintenance contributions in respect of management of the common parts of the Development attributable to the relevant Dwellings and any charges upon the lessee of the landlord's reasonable costs of repairs or insurance or the performance of other obligations for which the landlord shall be responsible under any shared ownership lease shall not be regarded as rent for the purposes of this agreement; and</p> <p>(e) the Lease, in the case of receipt from the lessee of notice of intention to assign, may make provision to restrict the price of any assignment to a proportion not greater than the lessee's interest in the dwelling;</p>
"Local Connection"	<p>a person will be considered to have a local connection to any of the localities listed in paragraph 4.2 of Part 1 of the Second Schedule if they meet one of the following criteria:</p> <p>a) The person has worked in paid employment in the locality for the last twelve (12) months for sixteen (16) hours or more per</p>

	<p>week; or</p> <p>b) The person has lived in the locality for at least five (5) years out of the last eight (8) years;</p> <p>or</p> <p>c) The person has family members who have been resident in the locality for a period of five (5) years or more; or</p> <p>d) There are special circumstances that the Council considers gives rise to a local connection;</p>
"Local Equipped Area of Play" ("LEAP")	means a landscaped and equipped play area which shall be provided within the boundaries of the Property pursuant to paragraph 1.2 of Part II of the Second Schedule;
"Local Equipped Area of Play Maintenance Contribution"	means the sum calculated in accordance with paragraph 2 of the Sixth Schedule;
"Local Equipped Area of Play Scheme"	means a document detailing the location, proposed layout and specification of the LEAP and phasing programme (such programme to incorporate a restriction on Occupation of more than a certain percentage of Dwellings until such time as the LEAP is laid out and completed ready for use) and also a maintenance programme and regime in such regard;
"Management Company"	the residents' owned management company to be set up if relevant to manage and maintain any or all of the following: the LEAP, On-site Informal Open Space and the Allotment Provision;

"Market Dwelling"	means the Dwellings constructed in accordance with the Planning Permission which are not Affordable Dwellings;
"Monitoring Contribution"	means the sum of £2,000 being a contribution towards the monitoring of the proper and timely performance of the Owner's covenants under the terms of this Agreement;
"Occupation" and "Occupy" and "Occupied"	means occupation for the purposes permitted by the Planning 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;
"On-Site Informal Open Space"	means informal open space (if any) to be provided as part of the Development as calculated in accordance with paragraph 1 of the Sixth Schedule;
"On-site Informal Open Space Maintenance Contribution"	means if applicable the sum calculated in accordance with paragraph 2 of the Sixth Schedule;
"On-site Informal Open Space Scheme"	means if applicable a document detailing the location, proposed layout (including a full breakdown of sizes for each of the constituent parts) and specification and phasing programme (such programme to incorporate a restriction on Occupation of more than a certain percentage of Dwellings until such time as the On-Site Informal Open Space is laid out and completed ready for use) of the On-site Informal Open Space and also a maintenance programme and

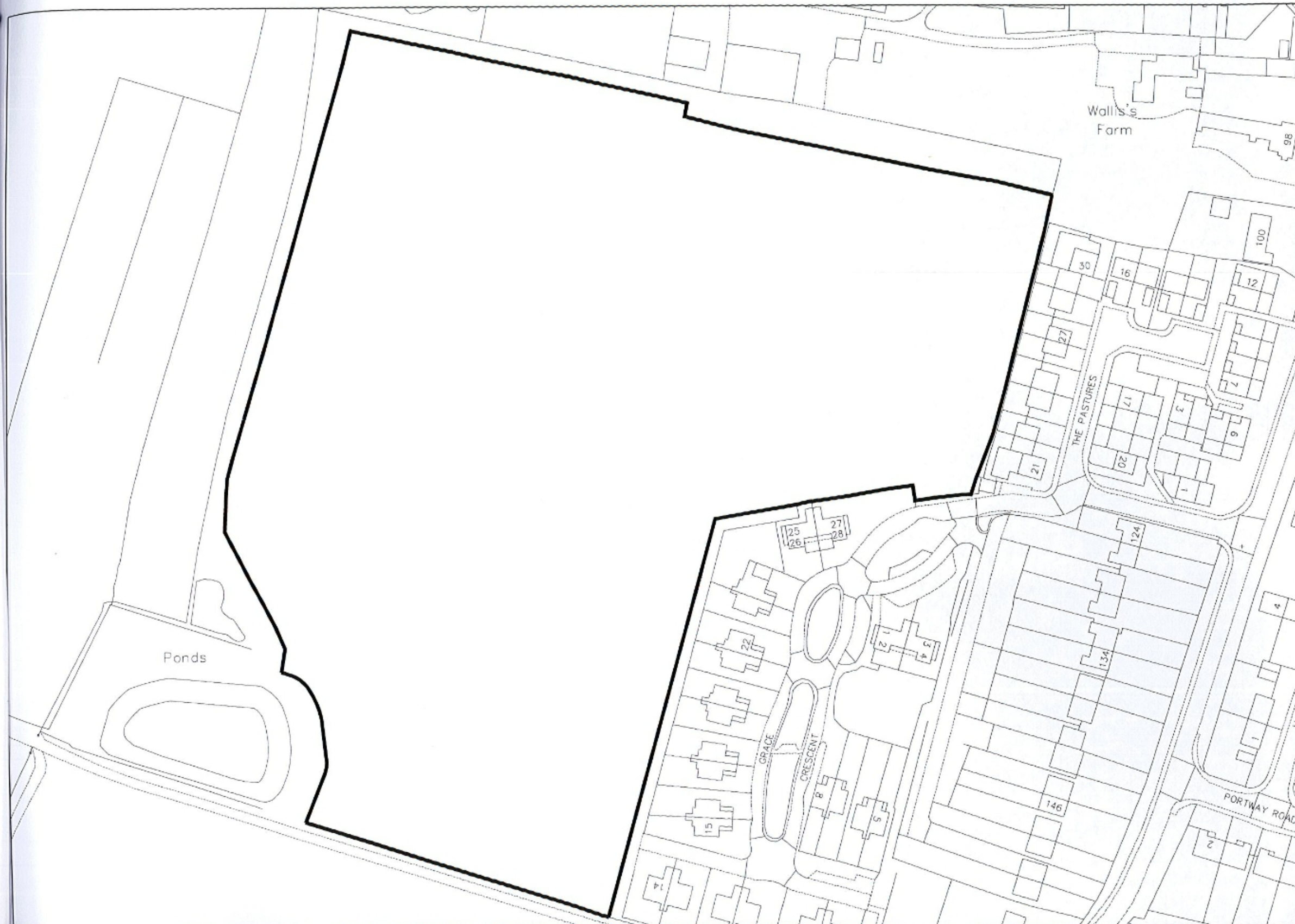
	regime in such regard;
"Off-site Childrens' Play Space Contribution"	means a contribution of £30,000 towards the provision, refurbishment, improvement and/or maintenance of any off-site play equipment which will benefit the Development and will make acceptable in planning terms that which would otherwise be unacceptable and which may include (but not necessarily limited to) works to and/or otherwise associated with the provision of childrens' play equipment at either Grace Crescent or Hardwick Recreation Ground;
"Off-site Sports Contribution"	means a contribution of £30,000 towards the provision, refurbishment, of any sports facilities which will benefit the Development and will make acceptable in planning terms that which would otherwise be unacceptable and which may include (but not necessarily limited to) works to and/or otherwise associated with changing rooms at the existing pavilion at Hardwick Recreation Ground;
"Parish Council"	means Hardwick Parish Council;
"Plan 1"	means the plan attached to this Deed marked Plan 1;
"Planning Permission"	means the outline planning permission subject to conditions granted pursuant to the Application;
"Property"	means the land shown edged with a bold black line on Plan 1;
"Qualifying Person"	shall mean:-

CDM Regulations 2007

ALL current drawings and specifications for the project must be read in conjunction with the Designer's Hazard and Environmental Assessment Record

notes

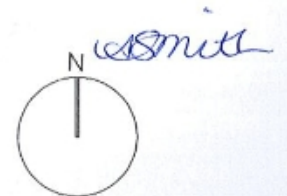
- The contractor is responsible for checking dimensions, tolerances and references. Any discrepancy to be verified with the Architect before proceeding with the works.
- Where an item is covered by drawings to different scales the larger scale drawing is to be worked to.
- Do not scale drawing. Figured dimensions to be worked to in all cases.



SIGNED on behalf of
The Agricultural Mortgage Corporation PLC
Attorney

[Signature]

L.C. Sadler



0 10 20 30 40 50 100
Scale 1:1250 (m)

date	rev	revision/author/checker	drawn	project	purpose of issue
17.07.2015	D	Boundary Clarifications JB/KR	JB	THE LAND OFF WALLIS FARM HARDWICK CAMBRIDGESHIRE	FINAL
17.08.2017	E	S106 JB/KR	checked KR	drawing S106 Plan	drawing no PLAN 1
			scale @ A3 1:1250		
			date 17.07.15		
			REVISION D		



(a) an individual who shall satisfy the Council that he or she is in housing need as defined by and/or described in the Council's latest adopted policies (for far as may be relevant) and who shall prior to the grant of any tenancy or Lease or any agreement for a tenancy or a Lease or any assignment produce to the Registered Provider or other grantor written confirmation by the Council that such an individual is a Qualifying Person for this purpose, and/or

(b) an individual on the current list (if any) of Qualifying Persons (deemed pre-certificated by the Council) provided by the Council ("Council's List") provided that the circumstances of the Qualifying Person shall not have materially changed from the date of the certificate or the Council's List (as the case may be) to the date of grant of a tenancy, Lease or assignment such that he or she would cease to be in housing need (as defined) or on the Council's List, and/or

(c) is currently enrolled on the Choice Based Letting Scheme for housing allocations as administered by or on behalf of the Council; and/or

(d) In the case of an Affordable Dwelling to be sold on a Lease an individual registered on the HomeBuy Shared Ownership scheme (or where the individual is registered on an alternative eligibility scheme agreed with the Council and which scheme is intended to achieve similar results to Home-Buy);

<p>"Registered Provider"</p>	<p>shall have the meaning ascribed by the Housing and Regeneration Act 2008 provided such Registered Provider has been approved in writing by the Council in relation to the Development, and provided that such Registered Provider shall first have agreed:-</p> <ol style="list-style-type: none"> 1. in relation to the shared ownership units to participate fully in "Home Buy" (or if applicable the alternative eligibility scheme agreed with the Council) 2. in relation to the Dwellings for rent at an Affordable Rent to participate fully in "HomeLink" 3. to be bound by the terms of a relevant Service Level Agreement; <p>or the Council where it is acting in a similar capacity;</p>
<p>"Requisite Number of Affordable Dwellings"</p>	<p>shall be 40% of the Dwellings of which (i) 70% shall each be for rent at an Affordable Rent and (ii) 30% of which shall each be for shared ownership, each to be let on a Lease and the mix of the Affordable Dwellings shall be agreed in writing with the Council prior to any Reserved Matters Application;</p>
<p>"Reserved Matters Application"</p>	<p>means an application for approval of those reserved matters pursuant to the Planning Permission which determines the number and mix of Dwellings and/or which relates to the location and size of the LEAP and/or On-Site Informal Open Space and/or Allotment Provision;</p>
<p>"Reserved Matters Approval"</p>	<p>means any approval by the Council of a</p>

	Reserved Matters Application;
"Street Lighting Contribution"	means a contribution of £15,000 towards the provision and maintenance of street lighting which will benefit the Development;
"SUDS"	means any sustainable drainage system or other surface water drainage and/or attenuation provision serving the Property;
"Transport Contribution"	means a contribution of £54,000 towards the provision and maintenance of Real Time Passenger Information displays at the two St Neots Road bus stops to the west of the St Neots Road/Cambridge Road junction;
"Trustees of Hardwick Village Hall and Social Club Decision"	means where the Trustees of Hardwick Village Hall and Social Club relinquish their right to use the Hardwick Primary School Community Rooms under the Agreement dated 3 rd August 1978 as between the County Council and the Trustees of Hardwick Village Hall and Social Club;

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 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 against each individually unless there is an express provision otherwise.

- 2.5 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.
- 2.6 Reference to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority and where applicable by the County Council as the education and highway authority against the Owner.

4 CONDITIONALITY

- 4.1 The provisions of this Agreement are conditional upon the Commencement of Development save for the provisions of this Clause and Clauses 7.1, 14, 16 and 17 which shall come into effect immediately upon completion of this Agreement.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Second Schedule and (if applicable) as set out in the Fourth Schedule.
- 5.2 The Owner covenants with the County Council as set out in the Third Schedule.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council and the County Council covenant respectively with the Owner as set out in Part I and Part II of the Fifth Schedule.

7 MISCELLANEOUS

- 7.1 The Owner shall pay on completion of this Agreement the reasonable and proper legal costs of the Council and the County Council incurred in the negotiation and execution of this Agreement.
- 7.2 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any right to enforce any of the

terms and provisions herein on any person (other than the Parish Council) who is not a party hereto or a successor in title or a statutory successor to a party hereto.

7.3 This Agreement shall be registerable as a local land charge by the Council.

7.4.1 Any notice to the Owner shall be sent to the Owner at the address (if any) specified in this sub-clause or to such address and/or for the attention of such person as the Owner may notify to the Council in writing.

Address: Wallis Farm House, High Street, Hardwick, Cambridge CB3 7QU

7.4.2 Any notice to the Mortgagee shall be sent to the Mortgagee at the address (if any) specified in this sub-clause or to such address and/or for the attention of such person as the Mortgagee may notify to the Council in writing.

Address: Charlton Road, Andover, Hants SP10 1RE

7.4.3 Any notice to the Council shall be sent to the section 106 monitoring officer at South Cambridgeshire District Council, South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA or to such address and/or for the attention of such person as the Council may notify to the Owner in writing.

7.4.4 Any notice to the County Council shall be sent to the Head of Growth and Economy Cambridgeshire County Council Shire Hall Castle Hill Cambridge or to such address and/or for the attention of such person as the County Council may notify to the Owner in writing.

7.5 Where the agreement, approval, consent or expression of satisfaction is required from the Owner by the Council and/or the County Council or vice versa under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

- 7.6 (a) The Council and/or the County Council (as relevant) will upon the written request of the Owner at any time after the obligations hereunder have been performed or otherwise discharged provide the Owner with written confirmation of such performance or discharge.
- (b) Following the performance and satisfaction of all the obligations contained in this Agreement and subject to a written request made by or on behalf of the Owner the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7.7 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability

shall not affect the validity or enforceability of the remaining provisions of this Agreement.

- 7.8 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development and the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.9 No person shall subject as hereinafter provided be liable to observe or perform the Owner's obligations under this Agreement or for any breach of any of the planning obligations on other provisions of this Agreement after it shall have parted with its entire interest in the Property and no person shall be liable to observe or perform the obligations in relation to:
- 7.9.1 the LEAP and/or On-Site Informal Open Space and/or Allotment Provision on disposal of that part of the Property PROVIDED THAT such land has been transferred to (i) the Parish Council or (ii) the Management Company and in either case only following satisfactory completion of the relevant maintenance period under paragraph 1.4.2 of Part II of the Second Schedule, paragraph 1.4.2 of Part III of the Second Schedule and paragraph 1.4.2 of Part XII of the Second Schedule respectively;
- 7.9.2 the Affordable Housing Land on disposal of that part of the Property PROVIDED THAT such land has been transferred to a Registered Provider.
- 7.10 This Agreement shall not be binding or enforceable against:
- 7.10.1 owners, occupiers or tenants of individual Dwellings nor against those deriving title from them nor their mortgagees or chargees save for (i) Part I of the Second Schedule where the relevant Dwelling is an Affordable Dwelling and where the owners, occupiers or tenants of such Affordable Dwelling(s) shall subject to para 6 of Part I of the Second Schedule be bound by the Affordable Housing provisions set out in Part I of the Second Schedule and save for (ii) the provisions of paragraph 1.12 of Part II and paragraph 1.12 of Part III and paragraph 1.10 of Part XII of the Second Schedule where the residents of the Development shall each be responsible for on-going maintenance of the On-Site Informal Open Space and the LEAP if the Management Company were to cease to exist or otherwise fail to properly maintain the LEAP and save (iii) further that where there are restrictions on

the Occupation of the Dwellings to prevent Occupation taking place where there would otherwise be a continuing breach because of the non-payment of monies or because the non delivery of Affordable Housing then such restrictions on the Occupation of the Dwellings (but not the substantive obligations to pay monies or to deliver Affordable Housing or to deliver the On-Site Informal Open Space, LEAP and Allotment Provision or to deliver the SUDS or to make the Bus Season Ticket Provision) shall subject as hereinafter provided bind the owner occupiers or tenants of the Dwellings who shall not Occupy any Dwelling in breach of such restrictions pending (i) the payment of relevant monies (ii) the delivery of the Affordable Housing and/or (iii) the delivery of the On-Site Informal Open Space, LEAP and Allotment Provision and/or (iii) the delivery of the SUDS and/or (iv) making the Bus Season Ticket Provision (each as appropriate) PROVIDED ALWAYS THAT where a Dwelling has been lawfully Occupied (i.e. because there has been no breach of an Occupation restriction at the time of completion of the legal transfer of a relevant individual Dwelling) then the owner, occupier or tenant of that Dwelling (or their successors in title or mortgagees) will not be liable for breach of an Occupation restriction which becomes effective at a later date and such Occupation restriction will bind only the owner, occupiers or tenants of those Dwellings which have not been transferred at the time the further Occupation restriction becomes applicable;

- 7.10.2 a Registered Provider save for the provisions of Part I of the Second Schedule;
- 7.10.3 any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport service; or
- 7.10.4 any person benefitting only from an easement or licence in relation to the Property;
- 7.11 Subject to Clause 7.12 nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 7.12 If the parties shall so agree in writing in relation to any planning permission granted as a result of any application under Section 73 of the 1990 Act affecting the Planning Permission the parties shall comply with the terms of this Agreement as if the

definition of the Planning Permission in this Agreement had been replaced by the description of the said planning permission granted as a result of any application under Section 73 of the 1990 Act affecting the Planning Permission with the intention that the provisions of this Agreement will apply as if the definition of the Planning Permission in this Agreement were the new planning permission granted as a result of such application and a memorandum of that agreement shall be endorsed on the face of the Agreement which is recorded on the planning register.

- 7.13 If the Council or the County Council at any time commence the provision or provide in whole or in part any of the facilities for which a financial contribution is to be made under the terms of this Agreement then in such case the Owner shall pay the relevant contribution in accordance with the provisions of this Agreement so as to reimburse the Council or the County Council as appropriate the cost incurred in respect of each provision as referred to in this Agreement PROVIDED THAT the Owner shall not be required to pay the relevant contribution earlier than the date on which it is due (or at all if the relevant date is not reached) and neither shall it pay any greater contribution than is referred to in this Agreement.
- 7.14 It is acknowledged and declared that this Deed has been entered into by the Owners with the intent that the planning obligations shall be binding on the Property and that the security of any future mortgage/charge over the Property shall take effect subject to this Deed PROVIDED THAT any mortgagee/chargee of that part of the Property to which a breach relates shall only be liable for any breach that itself has caused whilst mortgagee in possession and shall not be liable for any pre-existing breach but FOR THE AVOIDANCE OF DOUBT any successor in title to any mortgagee/chargee will subject to clause 7.10.1 be responsible as successor in title to the Owner for (i) any obligation(s) still to be performed and (ii) any obligation(s) which has not been satisfied in full because there has been a breach which has not been remedied or only partially remedied.
- 7.15 It is agreed by the parties that any reference to areas to be dedicated as public open space and which for the avoidance of doubt shall include any LEAP and On-Site Informal Open Space shall be deemed to incorporate both for the purposes of (i) laying out and (ii) ongoing maintenance, any SUDS within each of such areas unless in relation to any particular area the SUDS or part of the SUDS is to be adopted by a public or other authorised body in which case the SUDS or relevant part thereof to be adopted shall be excluded for the purposes of on-going maintenance from the relevant on-site public open space SAVE THAT the timescales for (i) the laying out

and (ii) on-going maintenance of the SUDS will be governed by a surface water drainage strategy approved pursuant to the Planning Permission.

- 7.16 Where there is provision in this Agreement which allows for deemed approval by the Council then such deemed approval shall only apply where the relevant letter or notice to the Council (giving a specified period in which to respond and failing which a deemed approval shall then apply) shall be sent to the Council by recorded post and such letter or notice shall include the following in red capital letters as a separate paragraph:

"PLEASE NOTE A FAILURE OR DELAY IN RESPONDING TO THIS
LETTER/NOTICE WILL RESULT IN A DEEMED APPROVAL AS AT
[RELEVANT DATE TO BE INSERTED]"

8 WAIVER

No waiver (whether expressed or implied) by the Council or the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council and the County Council to give the Council and County Council written notice within 28 days of any change in ownership of its interests in the Property occurring before all the obligations under this Agreement have 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 Property or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to the sale or lease of any individual Dwelling or any disposal to any of the statutory utilities for their operational purposes or to any mortgage or charge on the Property.

10 INDEXATION

(i) Each of the sums payable under the Second Schedule shall be adjusted in accordance with movements in the Index from the date hereof until the date on which payment of it is actually due.

(ii) Each of the sums payable under the Third Schedule shall be adjusted in accordance with movements in the Index from 30th June 2016 until the date on which the payment of it is actually due.

11 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable on any unpaid amount on a daily basis from the date payment is due to the date of payment in full.

12 VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

13 DISPUTE RESOLUTION

13.1 If any dispute arises between any or all of the parties with respect to a matter falling for determination under this Agreement (other than over an issue of law or interpretation of this Agreement), and the dispute persists 6 weeks after it is raised in writing by any party then

13.1.1 the dispute may at the instance of any disputing party be referred to a person of relevant technical expertise agreed between the disputing parties ("an Expert"); or

13.1.2 in the absence of agreement within 21 days of the notice invoking this clause, then the disputing party(ies) may seek nomination of an Expert by the President for the time being of the Royal Institution of Chartered Surveyors and nomination shall be final.

13.2 An expert shall;

13.2.1 not be liable in the making of his or her decision save to the extent in law as provided in relation to the decisions of an expert;

13.2.2 give each disputing party the opportunity to comment on the representations of the other

13.2.3 make a decision that is final and conclusive as between the disputing parties to such dispute (except in regard to matters of law or in the case of manifest error); and

13.2.4 be replaced by a fresh appointee in the event of him or her becoming at any time unable or unwilling for any reason to proceed to discharge his or her

functions such fresh appointee to be appointed in the manner prescribed in clause 13.1; and

13.2.5 make his or her decision within 6 weeks of being appointed.

- 13.3 The costs of appointing an Expert under clause 13.1 shall be shared equally by the parties involved in the dispute except where the Expert takes the view that one party has acted unreasonably in which case the Expert shall have binding discretion as to apportionment of those costs.

14 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales.

15 MORTGAGEE'S CONSENT

- 15.1 The Mortgagee has agreed to enter into this Agreement to confirm its consent to the Property and the Mortgagee's interest in the Property being bound by the Obligations contained in this Agreement and that its security over the Property shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless it take possession of the Property in which case it too will be bound by the Obligations as if it were a person deriving title from the Owners.
- 15.2 The Mortgagee shall only be liable for a breach of this Agreement that it has itself caused whilst a mortgagee in possession but shall not be liable for any pre-existing breach unless the Mortgagee itself develops part of the Property and PROVIDED ALWAYS that any sale by the Mortgagee shall be subject to any pre-existing breach and such that any successors in title shall not avoid liability for any pre-existing breach.

16 DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

17 COUNTERPARTS

This agreement will be executed as a Deed and may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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

THE FIRST SCHEDULE

The Property

Part I

ALL THAT land and property situate and being part of the land at Grace Crescent, Hardwick shown edged with a bold black line on Plan 1 annexed hereto and which is part of the land registered under Title number CB244977.

THE SECOND SCHEDULE

The Obligations

PART I: Affordable Housing

1. The Owner covenants that (i) no more than 40% of the Market Dwellings shall be first Occupied until 50% of the Affordable Dwellings have been constructed ready for Occupation and no more than 75% of the Market Dwellings shall be first Occupied until the balance of the Affordable Dwellings have been constructed ready for Occupation and further (ii) no more than 75% of the Market Dwellings shall be first Occupied until the freehold interest of such area of the Property as shall be sufficient to accommodate the Requisite Number of Affordable Dwellings and any garages car parking spaces and associated amenity land as shall be necessary to accord with the Council's adopted policies or standards for Affordable Dwellings ("the Affordable Housing Land") shall have been transferred free of financial encumbrance (other than any Estate Service Charge) to a Registered Provider TOGETHER WITH free of charge to the Registered Provider all necessary rights of access over and connection with roads footways and drainage through foul and if appropriate surface water sewers and such other services as may be available at the Property generally (all such roads footways and sewers being capable of adoption as constructed) to the boundary of the Affordable Housing Land or to suitable connection points adjacent thereto through the Property from the relevant public infrastructure.
2. There shall be constructed upon the Affordable Housing Land only the Requisite Number of Affordable Dwellings.
3. The Affordable Dwellings shall be Occupied only (i) upon assured tenancies at an Affordable Rent and/or (ii) pursuant to Leases as provided herein or as may be agreed from time to time between the Council and the Registered Provider.
- 4.1 The Occupation of any Affordable Dwelling shall subject to paragraphs 4.2, 4.3, 4.4 and 4.5 below be limited to a Qualifying Person in the District of South Cambridgeshire **PROVIDED THAT** (i) Qualifying Persons within the Cambridgeshire Sub-Region "Cambridgeshire Sub-Region" (meaning the geographical area covered by the following Councils; Cambridge City Council, East Cambridgeshire District Council, Fenland District Council, Forest Heath District Council, Huntingdonshire District Council, South Cambridgeshire District Council, St Edmundsbury Borough Council) may have 10% of the allocations in accordance with the Council's allocation policy and (ii) that after a period of 8 weeks the Registered Provider may allow persons who are not Qualifying Persons to Occupy any Dwelling if throughout such

period of 8 weeks there are no Qualifying Persons available and willing to take up Occupation or an assignment of the Lease when an Affordable Dwelling becomes vacant or any Lease becomes available for assignment and provided that such disposition is in accordance with the objects of the Registered Provider or the terms of the Lease.

4.2 Priority Arrangements for Allocation

The first 8 Affordable Dwellings on the Development will be allocated to those with a Local Connection, the allocation of any additional Affordable Dwellings will be split 50/50 between those with a Local Connection and Qualifying Persons in the District of South Cambridgeshire.

When allocating properties for those with a Local Connection priority will be given to Qualifying Persons in order of the priorities listed below. In the event that a Qualifying Person cannot be found within the relevant priority then cascade arrangements will apply to move to the next priority order, and so on.

- 1st Priority – Qualifying Persons with a Local Connection to Hardwick
- 2nd Priority – Qualifying Persons with a Local Connection to Caldecote, Toft, Dry Drayton or Madingley
- 3rd Priority – Qualifying Persons in the District of South Cambridgeshire

4.3 The Registered Provider should for the purposes of paragraph 4.2 above make all reasonable efforts to verify the relevant information:

- Evidence of Local Connection should be requested by the Registered Provider such as proof of address and length of residence for the applicant or relative, or proof of employment
- Any cases assessed by the Registered Provider under criteria (d) of the definition of "Local Connection" are to be specifically agreed in writing with the Council

4.4 Where an applicant has a Local Connection (as defined) applicants with the highest housing need will be given priority in accordance with any allocations policy then in place by the Council.

4.5 Before applying the cascade criteria set out above, the Council's allocating officer has discretion to allocate Affordable Dwellings to those person(s) who would have a Local Connection as defined but who do not meet the time limitations specified in the definition.

5. The Owner covenants that subject to paragraph 4 above the nomination arrangements set out in the Fourth Schedule hereto shall apply unless the Council shall agree any alternative arrangements in writing.
6. It is hereby expressly agreed between the parties hereto that subject as hereinafter provided the planning obligations and restrictions set out in this Part of this Second Schedule and the Fourth Schedule shall not bind:
 - (a) any mortgagee or chargee of any Affordable Dwelling (or any receiver (including an administrative receiver) or administrator appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security) (each a "Receiver") PROVIDED the interest held by such mortgagee, chargee or Receiver arises as a result of a mortgage or charge granted over a lessee's interest in an individual shared ownership Affordable Dwelling; or
 - (b) any tenant acquiring a freehold or leasehold interest in an Affordable Dwelling pursuant to a statutory enfranchisement provision (including but not limited to any right to buy or right to acquire and including any similar voluntary scheme) or any mortgagee, chargee or Receiver of such tenant and any successor in title of such tenant, mortgagee, chargee or Receiver;
 - (c) any shared ownership lessee of an Affordable Dwelling once "staircasing out" (if permitted) has been effected whereby (in the case of a house) such lessee acquires a 100% equity share in the Affordable Dwelling and either takes a transfer of the freehold reversion or the freehold reversion is transferred to someone else or (in the case of a flat) acquires a 100% equity share in the Lease and such lessee (or the lessee's nominee) either takes a new non-social housing lease of the Affordable Dwelling or retains the existing Lease and any mortgagee or chargee of such tenant or any Receiver and any successor in title of any such persons; or
 - (d) any mortgagee or chargee or Receiver of the Affordable Housing Land or any part thereof and where the mortgagor or chargor is a Registered Provider (including any Affordable Dwelling) ("the Chargee") exercising a power of sale or other remedies under the terms of its mortgage or charge PROVIDED THAT
 - (i) the Chargee will notify the Council in writing where the Chargee has an enforceable power of sale;

- (ii) the Chargee shall prior to seeking to dispose of the Affordable Housing Land or any part thereof (including any Affordable Dwelling) pursuant to any default under the terms of its mortgage or charge give prior notice to the Council of its intention to dispose; and
- (iii) in the event that the Council responds within six (6) weeks from receipt of the notice indicating that arrangements for the transfer can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall use reasonable endeavours to secure such transfer provided that the Chargee shall not be required to enter into any transfer, lease or other arrangement at an undervalue or which does not otherwise enable the Chargee to recover the amount due and outstanding under the terms of the relevant security documentation and secured against the Property including all accrued principal monies, interest and costs and expenses and that the transfer completes within two (2) months from the date of the service of the Council's response;
- (iv) if the Council does not serve its response to the notice served under paragraph 6(d)(iii) within the six (6) weeks then the Chargee shall be entitled to dispose free of the planning obligations and restrictions set out in this Part of this Second Schedule and the Fourth Schedule which provisions shall cease to apply to the Affordable Dwelling and shall determine absolutely;
- (v) if the Council or any other person cannot within two (2) months of the date of service of its response under paragraph 6(d)(iii) complete such transfer then provided that the Chargee shall have complied with its obligations under this paragraph 6(d) the Chargee shall (subject to (vi) below) be entitled to dispose of the relevant Affordable Housing Land or any part thereof (including any relevant Affordable Dwelling) free of the planning obligations and restrictions set out in this Part of this Second Schedule and the Fourth Schedule which provisions shall cease to apply to the Affordable Dwellings and shall determine absolutely;
- (vi) the Chargee shall on completion of the sale of the relevant Affordable Housing Land or any part thereof (including any relevant Affordable

Dwellings) pursuant to paragraph 6(d)(v) above apply the proceeds of sale in the following order of priority:

- i to the Chargee in respect of payment of all monies due to the Chargee under its legal charge
 - ii to the Chargee in respect of its reasonable costs incurred in connection with the sale of the relevant Affordable Housing Land or any part thereof (including any relevant Affordable Dwelling) and the discharge of the legal charge
 - iii to the Registered Provider any remaining balance of the proceeds of sale unless any monies have been advanced by the Council as to the Affordable Housing Land or any relevant Affordable Dwelling in which case such advance shall be paid to the Council before any remaining balance being paid to the Registered Provider
- (e) any assignee where the shared ownership lessee has met the following three criteria –
- (i) he has served upon the Registered Provider written notice of intention to assign the whole dwelling Lease (other than by way of mortgage);
 - (ii) has not received within eight weeks thereof from the Registered Provider details of a nominee purchaser who shall be a Qualifying Person; and
 - (iii) has used reasonable endeavours to exchange contracts with, or completed the assignment to the nominee purchaser (if there is no prior exchange of contracts), provided that the assignment completes within a year from the date of service of the written notice of intention to assign.

PART II: LEAP

1. The Owner covenants with the Council as follows:
 - 1.1 Prior to any works to the Development to submit to the Council the Local Equipped Area of Play Scheme for approval and for the avoidance of doubt no works to the Development shall take place until such time as the Local Equipped Area of Play Scheme has been approved in writing by the Council PROVIDED THAT the Local Equipped Area of Play Scheme submitted for approval shall be deemed to be

approved if the Council do not respond in writing in relation to it within 20 working days of receipt of the submission of the Local Equipped Area of Play Scheme for approval

1.2 Not to allow or permit the Occupation:

- (i) of any Dwellings fronting or otherwise adjacent to the LEAP; or
- (ii) of more than 50% of the Dwellings (if earlier than (i) above);

until the whole of the LEAP has been properly and fully laid out and made available for use by the residents of the Development in accordance with the approved Local Equipped Area of Play Scheme and in accordance with all current health and safety requirements and until a report has been issued by ROSPA confirming satisfactory completion or other equivalent confirmation agreed by the Council.

- 1.3.1 Upon the completion of the works to lay out the LEAP in accordance with the Local Equipped Area of Play Scheme the Owner shall serve notice on the Council inviting it to inspect the works and issue a Certificate of Practical Completion confirming that such works have been completed to its reasonable satisfaction and the Council shall issue a Certificate of Practical Completion where satisfied that the works to lay out the LEAP have been satisfactorily completed;
- 1.3.2 If the Council chooses to inspect the works and identifies necessary remedial works, the Owner shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable; and
- 1.3.3 Upon completion of any remedial works, the Owner shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.3.2 and issue a Certificate of Practical Completion confirming that the works have been completed to their reasonable satisfaction and the Council shall issue a Certificate of Practical Completion where satisfied that the works have been completed to their reasonable satisfaction.
- 1.4.1 The Owner covenants subject to para 1.5 below to maintain the LEAP for a minimum period of 12 months after notice of practical completion of the works for the LEAP has been served on and accepted by the Council and if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary and in the case of any tree shrub or any other planted material the replacement should be

the same size and species or such other size and species as may be agreed with the Council.

- 1.4.2 At the end of the maintenance period referred to in clause 1.4.1 to serve written notice on the Council that the 12 month period for maintenance has expired and subject to the Council being reasonably satisfied on an inspection that all requirements of this Part of this Schedule have been satisfactorily carried out and the covenants performed the Council shall issue a Certificate of Final Completion to such effect provided that if the Council is not so satisfied the Owner shall remain responsible for the proper maintenance of the area of open space in question as the case may be and the maintenance period for such land shall be extended until such time as the Council certifies in writing that the outstanding work has been completed or the defects have been remedied.
- 1.5 In the case of material default of compliance by the Owner as to the LEAP the Council (and separately the Parish Council if so designated by the Council) shall have the rights (but shall be under no obligation in respect thereof), so far as shall be reasonably necessary to rectify any default in addition to all or any statutory powers it might have in this regard, and to do any of the following in respect of the LEAP having first given (other than in the case of emergency works where no such notice shall be required) 28 days written notice to the Owner of its intention so to exercise the said rights of any of them:-
- (a) Enter upon the LEAP with or without vehicles and equipment;
 - (b) Itself or themselves carry out such works as shall be appropriate in respect of such area including the removal of any matter or thing on that part of the site or the demolition of any building or structure thereon;
 - (c) Call for a transfer to the Council (or to the Parish Council if so nominated by the Council) with the institution of any Court proceedings if necessary;
 - (d) Maintain the LEAP in line with the Local Equipped Area of Play Scheme and to replace any relevant planting; and
 - (e) Claim all its or their reasonable costs from the Owner of entry of carrying out the works, of the transfer or transfers including the cost of any Court proceedings, and the costs of maintenance and of replacement aforesaid.
- 1.6 The Owner covenants to dedicate or procure the dedication of the LEAP to the use by the public for recreational purposes as public open space as defined by the Open Spaces Act 1906 on or before the completion of the laying out of the LEAP provided

always that for the avoidance of doubt the use of such land as public open space shall not preclude the rights of the Council (or the Parish Council if so designated by the Council) to secure the good management of the same including:-

- (a) The right to exclude any persons, animals, vehicles or equipment therefrom either temporarily or permanently (so far as shall not be inconsistent with public open space amenity use);
- (b) To prescribe such reasonable charges either for general or for particular use of all or any part thereof; and
- (c) Otherwise to make such management or proprietary conditions governing the use thereof as it shall in its absolute discretion think fit.

- 1.7 The Owner shall pay the Parish Council's reasonable and proper legal costs of any transfer of the LEAP and any stamp duty land tax by virtue of any transfer pursuant to this Agreement.
- 1.8 The Owner shall on any transfer of the LEAP to the Parish Council pursuant to this Agreement pay the Local Equipped Area of Play Maintenance Contribution to the Parish Council.
- 1.9 The Owner shall use reasonable endeavours to avoid locating any pipes culverts inspection chambers manholes for any drainage services in the area of the LEAP provided always that this will not conflict with anything approved by the Council pursuant to the Planning Permission.
- 1.10 The Owner shall not permit first Occupation of more than 50% of the Dwellings until an offer shall have been made to the Parish Council to transfer to it the LEAP subject to the terms set out in paragraph 1.13 of this Part of this Schedule.
- 1.11 Subject to para 1.12 below and as hereinafter provided not to permit first Occupation of more than 90% of the Dwellings until the LEAP has been transferred to the Parish Council provided always the offer of transfer has been accepted by the Parish Council within 30 working days of the receipt of such offer and the Parish Council has used reasonable endeavours to complete that transfer expeditiously.
- 1.12 In the event that the Parish Council does not accept a transfer of the LEAP within 30 working days of an offer to transfer on the terms set out in paragraph 1.13 of this Schedule being made in writing or does not use reasonable endeavours to complete the transfer expeditiously, the LEAP may be transferred to a Management Company approved in writing by the Council but provided always that before any transfer to a Management Company fall-back arrangements shall first be put in place in the plot

documentation for each of the Dwellings whereby each of the residents of the Development covenant to be responsible for a proportionate part of all costs associated with on-going maintenance of the LEAP if the Management Company were to cease to exist or otherwise fail to properly maintain the LEAP and such covenants shall be enforceable by the Council and by the Parish Council if so nominated by the Council.

1.13 The LEAP shall be transferred upon the following terms:

1.13.1 In the case of transfer to the Parish Council, upon payment of consideration of £1 (one pound) and subject to the following:-

- (a) payment of the Local Equipped Area of Play Maintenance Contribution;
- (b) such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Property and each and every part thereof to the effect that the LEAP shall not be used for purposes other than public recreation in perpetuity; and
- (c) free from encumbrances (other than those disclosed at the date of this Agreement) together with all necessary rights of access and easements.

1.13.2 In the case of transfer to a Management Company, upon payment of consideration of £1 (one pound) and subject to the following:

- (a) such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Property and each and every part thereof to the effect that the Local Equipped Area of Play shall not be used for purposes other than public recreation in perpetuity; and
- (b) free from encumbrances (other than any Estate Service Charge and those disclosed at the date of this Agreement) together with all necessary rights of access and easements.

PART III: On-Site Informal Open Space

1. The Owner covenants with the Council as follows:

- 1.1 Prior to any works to the Development if it is to include any On-Site Informal Open Space to submit to the Council the On-Site Informal Open Space Scheme for approval and for the avoidance of doubt no works to the Development shall take

place until such time as the On-Site Informal Open Space Scheme has been approved in writing by the Council PROVIDED THAT the On-Site Informal Open Space Scheme submitted for approval shall be deemed to be approved if the Council do not respond in writing in relation to it within 30 working days of receipt of the submission of the On-Site Informal Open Space Scheme for approval.

- 1.2.1 To properly and fully lay out the On-Site Informal Open Space and make it available for use by the residents of the Development in accordance with the approved On-Site Informal Open Space Scheme and in accordance with all current health and safety requirements.
- 1.2.2 Not to allow or permit the Occupation of more than 50% of the Dwellings or any more than the relevant number of Dwellings allowed to be Occupied under the On-Site Informal Open Space Scheme until the whole of the On-Site Informal Open Space has been properly and fully laid out in accordance with 1.2.1 above and until a report has been issued by ROSPA confirming satisfactory completion or other equivalent confirmation agreed by the Council.
- 1.3.1 Upon the completion of the works to lay out the On-Site Informal Open Space in accordance with the On-Site Informal Open Space Scheme the Owner shall serve notice on the Council inviting it to inspect the works and issue a Certificate of Practical Completion confirming that such works have been completed to its reasonable satisfaction;
- 1.3.2 If the Council chooses to inspect the works and identifies necessary remedial works, the Owner shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable; and
- 1.3.3 Upon completion of any remedial works, the Owner shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.3.2 and issue a Certificate of Practical Completion confirming that the works have been completed to their reasonable satisfaction.
- 1.4.1 The Owner covenants subject to para 1.5 below to maintain the On-Site Informal Open Space for a minimum period of 12 months after notice of practical completion of the works for the On-Site Informal Open Space has been served on and accepted by the Council and if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary and in the case of any tree shrub or any other planted material the replacement should be the same size and species or such other size and species as may be agreed with the Council.

1.4.2 At the end of the maintenance period referred to in clause 1.4.1 to serve written notice on the Council that the 12 month period for maintenance has expired and subject to the Council being reasonably satisfied on an inspection that all requirements of this Part of this Schedule have been satisfactorily carried out and the covenants performed the Council shall issue a Certificate of Final Completion to such effect provided that if the Council is not so satisfied the Owner shall remain responsible for the proper maintenance of the area of open space in question as the case may be and the maintenance period for such land shall be extended until such time as the Council certifies in writing that the outstanding work has been completed or the defects have been remedied.

1.5 In the case of material default of compliance by the Owner as to the On-Site Informal Open Space the Council (and separately the Parish Council if so designated by the Council) shall have the rights (but shall be under no obligation in respect thereof), so far as shall be reasonably necessary to rectify any default in addition to all or any statutory powers it might have in this regard, and to do any of the following in respect of the On-Site Informal Open Space having first given (other than in the case of emergency works where no such notice shall be required) 28 days written notice to the Owner of its intention so to exercise the said rights of any of them:-

- (a) Enter upon the On-Site Informal Open Space with or without vehicles and equipment;
- (b) Itself or themselves carry out such works as shall be appropriate in respect of such area including the removal of any matter or thing on that part of the site or the demolition of any building or structure thereon;
- (c) Call for a transfer to the Council (or to the Parish Council if so nominated by the Council) with the institution of any Court proceedings if necessary;
- (d) Maintain the On-Site Informal Open Space in line with the On-Site Informal Open Space Scheme and to replace any relevant planting; and
- (e) Claim all its or their reasonable costs from the Owner of entry of carrying out the works, of the transfer or transfers including the cost of any Court proceedings, and the costs of maintenance and of replacement aforesaid.

1.6 The Owner covenants to dedicate or procure the dedication of the On-Site Informal Open Space to the use by the public for recreational purposes as public open space as defined by the Open Spaces Act 1906 on or before the completion of the laying out of the On-Site Informal Open Space provided always that for the avoidance of

doubt the use of such land as public open space shall not preclude the rights of the Council (or the Parish Council if so designated by the Council) to secure the good management of the same including:-

- (a) The right to exclude any persons, animals, vehicles or equipment therefrom either temporarily or permanently (so far as shall not be inconsistent with public open space amenity use);
 - (b) To prescribe such reasonable charges either for general or for particular use of all or any part thereof; and
 - (c) Otherwise to make such management or proprietary conditions governing the use thereof as it shall in its absolute discretion think fit.
- 1.7 The Owner shall pay the Parish Council's reasonable and proper legal costs of any transfer of the On-Site Informal Open Space and any stamp duty land tax by virtue of any transfer pursuant to this Agreement.
- 1.8 The Owner shall on any transfer of the On-Site Informal Open Space to the Parish Council pursuant to this Agreement pay the On-Site Informal Open Space Maintenance Contribution to the Parish Council.
- 1.9 The Owner shall use reasonable endeavours to avoid locating any pipes culverts inspection chambers manholes for any drainage services in the area of the On-Site Informal Open Space provided always that this will not conflict with anything approved by the Council pursuant to the Planning Permission.
- 1.10 The Owner shall make an offer to the Parish Council to transfer to it the On-Site Informal Open Space and the offer to be for such transfer to be completed in accordance with the timing for such transfer included in the approved On-Site Informal Open Space Scheme subject to the terms set out in paragraph 1.13 of this Part of this Schedule.
- 1.11 Subject to para 1.12 below and as hereinafter provided to transfer the On-Site Informal Open Space to the Parish Council in accordance with the timing for such transfer included in the approved On-Site Informal Open Space Scheme provided always the offer of transfer has been accepted by the Parish Council within 30 working days of the receipt of such offer and the Parish Council has used reasonable endeavours to complete that transfer expeditiously
- 1.12 In the event that the Parish Council does not accept a transfer of the On-Site Informal Open Space within 30 working days of an offer to transfer on the terms set out in paragraph 1.13 of this Schedule being made in writing or does not use

reasonable endeavours to complete the transfer expeditiously the On-Site Informal Open Space may be transferred to a Management Company approved in writing by the Council but provided always that before any transfer to a Management Company fall-back arrangements shall first be put in place in the plot documentation for each of the Dwellings whereby each of the residents of the Development covenant to be responsible for a proportionate part of all costs associated with on-going maintenance of the On-Site Informal Open Space if the Management Company were to cease to exist or otherwise fail to properly maintain the On-Site Informal Open Space and such covenants shall be enforceable by the Council and by the Parish Council if so nominated by the Council.

1.13 The On-Site Informal Open Space shall be transferred upon the following terms:

1.13.1 In the case of transfer to the Parish Council, upon payment of consideration of £1 (one pound) and subject to the following:-

- (a) payment of the On-Site Informal Open Space Maintenance Contribution;
- (b) such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Property and each and every part thereof to the effect that the On-Site Informal Open Space shall not be used for purposes other than public recreation in perpetuity; and
- (c) free from encumbrances (other than those disclosed at the date of this Agreement) together with all necessary rights of access and easements.

1.13.2 In the case of transfer to a Management Company, upon payment of consideration of £1 (one pound) and subject to the following:

- (a) such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Property and each and every part thereof to the effect that the On-Site Informal Open Space shall not be used for purposes other than public recreation in perpetuity; and
- (b) free from encumbrances (other than other than any Estate Service Charge and those disclosed at the date of this Agreement) together with all necessary rights of access and easements.

PART IV: SUDS

1. The Owner covenants with the Council that all provisions as to laying out and on-going maintenance of SUDS where they form part of the LEAP and the On-Site Informal Open Space within the Development shall likewise apply mutatis mutandis as to both laying out and on-going maintenance of any SUDS within the Property which do not form part of an area of public open space AND FOR THE AVOIDANCE OF DOUBT the timescales for the laying out and on-going maintenance of the SUDS within the Property which do not form part of an area of public open space will be governed by a surface water drainage strategy approved pursuant to the Planning Permission

PART V: Monitoring Contribution

1. The Owner covenants with the Council not to Commence Development until the Owner shall have paid to the Council the Monitoring Contribution.

PART VI: Household Waste Receptacle Contribution

1. The Owner covenants with the Council that no Dwelling shall be Occupied within a Development Phase unless the Owner shall first have paid to the Council the Household Waste Receptacle Contribution relevant to that Development Phase.
2. The Owner further covenants to give the Council 28 days prior written notice of the anticipated date for reaching of the trigger specified in paragraph 1 above.

PART VII: Community Facilities Contribution

1. The Owner covenants with the Council that none of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council 25% of the Community Facilities Contribution.
2. The Owner covenants with the Council that no more than 20 of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council 25% of the Community Facilities Contribution.
3. The Owner covenants with the Council that no more than 40 of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council the balance of the Community Facilities Contribution.
4. The Owner further covenants to give the Council 14 days prior written notice of the anticipated date for reaching each of the triggers specified in paragraphs 1, 2 and 3 above.

PART VIII: Community Transport Contribution

1. The Owner covenants with the Council that none of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council at least £25,000 of the Community Transport Contribution.
2. The Owner covenants with the Council that £10,000 of the Community Transport Contribution shall be paid to the Council 9 months after first Occupation of the first Dwelling and the balance a further 9 months thereafter.
3. The Owner further covenants to give the Council 14 days prior written notice of the anticipated dates for reaching each of the triggers specified in paragraphs 1 and 2 above.

PART IX: Healthcare Contribution

1. The Owner covenants with the Council that no more than 50% of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council the Healthcare Contribution.
2. The Owner further covenants to give the Council 14 days prior written notice of the anticipated date for reaching of the trigger specified in paragraph 1 above.

PART X: Off-site Childrens' Play Space Contribution

1. The Owner covenants with the Council that no more than 50% of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council the Off-site Childrens' Play Space Contribution.
2. The Owner further covenants to give the Council 14 days prior written notice of the anticipated date for reaching of the trigger specified in paragraph 1 above.

PART XI: Off-site Sports Contribution

1. The Owner covenants with the Council that no more than 50% of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council the Off-site Sports Contribution.
2. The Owner further covenants to give the Council 14 days prior written notice of the anticipated date for reaching of the trigger specified in paragraph 1 above.

PART XII: Allotment Provision

1. The Owner covenants with the Council as follows:
 - 1.1 Prior to any works to the Development to submit to the Council the Allotment Scheme for approval and for the avoidance of doubt no works to the Development shall take place until such time as the Allotment Scheme has been approved in

writing by the Council PROVIDED THAT the Allotment Scheme submitted for approval shall be deemed to be approved if the Council do not respond in writing in relation to it within 30 working days of receipt of the submission of the Allotment Scheme for approval

- 1.2 Not to allow or permit the Occupation of more than 50% of the Dwellings until the whole of the Allotment Provision has been properly and fully laid out and made available for use by the residents of the Development in accordance with the approved Allotment Scheme.
- 1.3.1 Upon the completion of the works to lay out the Allotment Provision in accordance with the Allotment Scheme the Owner shall serve notice on the Council inviting it to inspect the works and issue a Certificate of Practical Completion confirming that such works have been completed to its reasonable satisfaction and the Council shall issue a Certificate of Practical Completion where satisfied that the works to lay out the Allotment Provision have been satisfactorily completed
- 1.3.2 If the Council chooses to inspect the works and identifies necessary remedial works, the Owner shall complete such remedial works to the reasonable satisfaction of the Council as soon as reasonably practicable; and
- 1.3.3 Upon completion of any remedial works, the Owner shall serve notice on the Council inviting it to inspect the remedial works identified pursuant to paragraph 1.3.2 and issue a Certificate of Practical Completion confirming that the works have been completed to their reasonable satisfaction and the Council shall issue a Certificate of Practical Completion where satisfied that the works have been completed to their reasonable satisfaction.
- 1.4.1 The Owner covenants subject to para 1.5 below to maintain the Allotment Provision for a minimum period of 12 months after notice of practical completion of the works for the Allotment Provision has been served on and accepted by the Council.
- 1.4.2 At the end of the maintenance period referred to in clause 1.4.1 to serve written notice on the Council that the 12 month period for maintenance has expired and subject to the Council being reasonably satisfied on an inspection that all requirements of this Part of this Schedule have been satisfactorily carried out and the covenants performed the Council shall issue a Certificate of Final Completion to such effect provided that if the Council is not so satisfied the Owner shall remain responsible for the proper maintenance of the Allotment Provision and the maintenance period for such land shall be extended until such time as the Council

certifies in writing that the outstanding work has been completed or the defects have been remedied.

- 1.5 In the case of material default of compliance by the Owner as to the Allotment Provision the Council (and separately the Parish Council and/or Allotment Society if so designated by the Council) shall have the rights (but shall be under no obligation in respect thereof), so far as shall be reasonably necessary to rectify any default in addition to all or any statutory powers it might have in this regard, and to do any of the following in respect of the Allotment Provision having first given (other than in the case of emergency works where no such notice shall be required) 28 days written notice to the Owner of its intention so to exercise the said rights of any of them:-
 - (a) Enter upon the Allotment Provision with or without vehicles and equipment;
 - (b) Itself or themselves carry out such works as shall be appropriate in respect of such area including the removal of any matter or thing on that part of the site or the demolition of any building or structure thereon;
 - (c) Call for a transfer to the Council (or to the Parish Council and/or Allotment Society if so nominated by the Council) with the institution of any Court proceedings if necessary;
 - (d) Maintain the Allotment Provision in line with the Allotment Scheme ; and
 - (e) Claim all its or their reasonable costs from the Owner of entry of carrying out the works, of the transfer or transfers including the cost of any Court proceedings, and the costs of maintenance and of replacement aforesaid.
- 1.6 The Owner shall pay the Parish Council's/Allotment Society's reasonable and proper legal costs of any transfer of the Allotment Provision and any stamp duty land tax by virtue of any transfer pursuant to this Agreement.
- 1.7 The Owner shall use reasonable endeavours to avoid locating any pipes culverts inspection chambers manholes for any drainage services in the area of the Allotment provided always that this will not conflict with anything approved by the Council pursuant to the Planning Permission.
- 1.8 The Owner shall make an offer to the Parish Council or at the nomination of the Parish Council to the Allotment Society to transfer to it the Allotment Provision and the offer to be for such transfer to be completed in accordance with the timing for such transfer included in the Allotment Scheme subject to the terms set out in paragraph 1.11 of this Part of this Schedule.

- 1.9 Subject to para 1.10 below and as hereinafter provided to transfer the Allotment Provision to the Parish Council or at the nomination of the Parish Council to the Allotment Society in accordance with the timing for such transfer included in the approved Allotment Scheme provided always the offer of transfer has been accepted by the Parish Council or Allotment Society within 40 working days and the Parish Council or Allotment Society has used reasonable endeavours to complete that transfer expeditiously.
- 1.10 In the event that the Parish Council or if applicable the Allotment Society does not accept a transfer of the Allotment Provision within 30 working days of an offer to transfer on the terms set out in paragraph 1.11 of this Schedule being made in writing or does not use reasonable endeavours to complete the transfer expeditiously, the Allotment Provision may be transferred to a Management Company approved in writing by the Council but provided always that before any transfer to a Management Company fall-back arrangements shall first be put in place in the plot documentation for each of the Dwellings whereby each of the residents of the Development covenant to be responsible for a proportionate part of all costs associated with on-going maintenance of the Allotment if the Management Company were to cease to exist or otherwise fail to properly maintain the Allotment Provision and such covenants shall be enforceable by the Council and by the Parish Council and/or Allotment Society if so nominated by the Council.
- 1.11 The Allotment Provision shall be transferred upon the following terms:
- 1.11.1 In the case of transfer to the Parish Council or Allotment Society, upon payment of consideration of £1 (one pound) and subject to the following:-
- (a) such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Property and each and every part thereof to the effect that the Allotment Provision shall not be used for purposes other than allotment use (as such term is commonly understood at the relevant time and which may change over the years) in perpetuity; and
 - (b) free from encumbrances (other than those disclosed at the date of this Agreement) together with all necessary rights of access and easements.
- 1.11.2 In the case of transfer to a Management Company, upon payment of consideration of £1 (one pound) and subject to the following:

- (a) such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Property and each and every part thereof to the effect that the Allotment Provision shall not be used for purposes other than allotment use (as such term is commonly understood at the relevant time and which may change over the years in perpetuity; and
- (b) free from encumbrances (other than any Estate Service Charge and those disclosed at the date of this Agreement) together with all necessary rights of access and easements.

PART XIII: Street Lighting Contribution

1. The Owner covenants with the Council that no more than 30% of the Dwellings within the Development shall be Occupied unless the Owner shall first have paid to the Council the Street Lighting Contribution.
2. The Owner further covenants to give the Council 14 days prior written notice of the anticipated date for reaching of the trigger specified in paragraph 1 above.

THE THIRD SCHEDULE

PART I: Early Years Contribution

1. The Owner covenants with the County Council that:
 - 1.1 in the event that the amount referred to at (a) in the definition of the Early Years Contribution is payable it shall be paid prior to first Occupation of the first Dwelling; and
 - 1.2 in the event that the amount referred to at (b) in the definition of the Early Years Contribution is payable they shall pay the Early Years Contribution to the County Council in the following instalments:
 - 1.2.1 50% (fifty per cent) of the Early Years Contribution prior to first Occupation; and
 - 1.2.2 50% (fifty percent) of the Early Years Contribution prior to the first Occupation of any more than 50% (fifty percent) of the Dwellings.
2. The Owner further covenants to give the County Council 14 days prior written notice of the anticipated date for reaching of the trigger(s) specified in paragraph 1.1 and 1.2 above.

PART II: Transport Contribution

1. The Owner covenants with the County Council that the Transport Contribution shall be paid to the County Council prior to first Occupation of any of the Dwellings.
2. The Owner further covenants to give the County Council 14 days prior written notice of the anticipated date for reaching of the trigger(s) specified in paragraph 1 above.

PART III: Bus Season Ticket Provision

1. The Owner covenants with the County Council that no individual Dwellings within the Development shall be Occupied unless the Owner shall first put in place for that Dwelling the Bus Season Ticket Provision.
2. The Owner further covenants to keep the County Council fully advised of the progress of the provision of the Bus Season Ticket Provision upon request by the County Council for the purposes of paragraph 1 of this Part III above.

THE FOURTH SCHEDULE

Nomination Rights

1. Pursuant to Part I of the Second Schedule, as between the Registered Provider and the Council the following provisions shall govern the nominations/allocations of Occupation of the Affordable Dwellings.
2. The Registered Provider shall notify the Council in writing from time to time of any Affordable Dwelling that shall be vacant and available for Occupation or any Lease becomes available for assignment.
3. The Registered Provider and the Council shall liaise as necessary with regard to local housing need generally and the list of Qualifying Persons.
4. In cases where the Council shall have the right of nomination:
 - (i) the Council will normally submit 3 names of nominees to the Registered Provider within 7 working days of receipt of written notice of a vacancy or an available Lease from the Registered Provider; and
 - (ii) it may however nominate the Registered Provider's preferred choice unless there shall in the opinion of the Council be good reasons for not doing so; in such cases the Council may within 7 working days as aforesaid nominate another person to whom the dwelling shall be allocated by the Registered Provider unless there shall be in the opinion of the Registered Provider be good reasons for not so allocating; and if the dwelling is not so allocated, the Registered Provider and the Council shall discuss further nominations by the Council for that dwelling.
5. The Council and the Registered Provider shall have the following nomination rights in respect of the Affordable Dwellings.

Nominations

The initial allocation of each dwelling

The Council 100%

Thereafter

The Council 75%

The Registered Provider 25%

THE FIFTH SCHEDULE

Part I

Council's Covenants

1. The Council hereby covenants with the Owner to use or procure that all contributions received by it from the Owner under the terms of this Agreement are used for the purposes specified in this Agreement for which they are to be paid.
2. The Council hereby covenants with the Owner that if it has not applied or made arrangements for the application of all or any part of the contributions received by it from the Owner under the terms of this Agreement within ten years from the date of receipt of the same in accordance with this Agreement (time being of the essence thereof) then the contribution concerned or unexpended proportion thereof (as the case may be) shall become repayable on demand to the person/body that made the payment with interest accrued from the said date of receipt at the applicable HSBC Bank PLC base lending rate (or that of their successors) on a daily basis until such sum is paid in full **PROVIDED ALWAYS** that if before the expiry of the said ten year period there is any contract or contracts in existence to which the said contribution is attributable in the absolute discretion of the Council which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the person/body that made the payment shall be repaid (together with interest thereon as aforesaid) following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said infrastructure pursuant to such contract or contracts.
3. The Council hereby further covenants with the Owner that it shall if requested by the Owner produce to the Owner within 28 days of such request a statement of account as to how the contributions received by it from the Owner under the terms of this Agreement or any part thereof shall have been applied.
4. The Council hereby further covenants:
 - (a) to use all reasonable endeavours to arrange for the inspection of the LEAP within 20 working days of receiving an invitation to do so from the Owner under the terms of Part II of the Second Schedule and if the Council do not proceed with such inspection within that period there shall be a deemed approval by the Council that the area has been properly laid out and completed; and

- (b) in the event that no defects are identified with the LEAP pursuant to Part II of the Second Schedule to use reasonable endeavours to issue a certificate to that effect within 20 working days of the completion of an inspection and if the Council do not issue such a certificate within that period there shall be deemed approval by the Council that the area has been properly laid out and completed.

5. The Council hereby further covenants:

- (a) to use all reasonable endeavours to arrange for the inspection of the On-Site Informal Open Space within 20 working days of receiving an invitation to do so from the Owner under the terms of Part III of the Second Schedule and if the Council do not proceed with such inspection within that period there shall be a deemed approval by the Council that the area has been properly laid out and completed; and
- (b) in the event that no defects are identified with the On-Site Informal Open Space pursuant to Part III of the Second Schedule to use reasonable endeavours to issue a certificate to that effect within 20 working days of the completion of an inspection and if the Council do not issue a certificate within that period there shall be deemed approval by the Council that the area has been properly laid out and completed.

6. The Council hereby further covenants:

- (a) to use all reasonable endeavours to arrange for the inspection of the Allotment Provision within 20 working days of receiving an invitation to do so from the Owner under the terms of Part XII of the Second Schedule or to issue a notice that the Council does not intend to proceed with such inspection in which case there shall be a deemed approval by the Council that the area has been properly laid out and completed; and
- (b) in the event that no defects are identified with the Allotment Provision pursuant to Part XII of the Second Schedule to use reasonable endeavours to issue a certificate to that effect within 20 working days of the completion of an inspection

7. The Council hereby further covenant to use reasonable endeavours to respond in writing as soon as practicable and in any event within 20 working days in relation to the Local Equipped Area of Play Scheme submitted for approval pursuant to paragraph 1.1 of Part II of the Second Schedule stating whether or not that Local

Equipped Area of Play Scheme is approved and in the event that it is not approved stating their reasons for not approving the Local Equipped Area of Play Scheme.

8. The Council hereby further covenant to use reasonable endeavours to respond in writing as soon as practicable and in any event within 30 working days in relation to the On-Site Informal Open Space Scheme submitted for approval pursuant to paragraph 1.1 of Part III of the Second Schedule stating whether or not that On-Site Informal Open Space Scheme is approved and in the event that it is not approved stating their reasons for not approving the On-Site Informal Open Space Scheme.
9. The Council hereby further covenant to use all reasonable endeavours respond in writing as soon as practicable and in any event within 30 working days in relation to the Allotment Scheme submitted for approval pursuant to paragraph 1.1 of Part XII of the Second Schedule stating whether or not that Allotment Scheme is approved and in the event that it is not approved stating their reasons for not approving the Allotment Scheme.

THE FIFTH SCHEDULE

Part II

County Council's Covenants

1. The County Council hereby covenants with the Owner to use all contributions received by it from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The County Council hereby covenants with the Owner that if it has not applied or made arrangements for the application of all or any part of the contributions received by it from the Owner under the terms of this Agreement within ten years from the date of receipt of the same in accordance with this Agreement (time being of the essence thereof) then the contribution concerned or unexpended proportion thereof (as the case may be) shall become repayable on demand to the person/body that made the payment with interest accrued from the said date of receipt at the applicable HSBC Bank PLC base lending rate (or that of their successors) on a daily basis until such sum is paid in full **PROVIDED ALWAYS** that if before the expiry of the said ten year period there is any contract or contracts in existence to which the said contribution is attributable in the absolute discretion of the County Council which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the person/body that made the payment shall be repaid (together with interest thereon as aforesaid) following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said infrastructure pursuant to such contract or contracts.
3. The County Council hereby further covenants with the Owner that it shall if requested by the Owner produce to the Owner within 28 days of such request a statement of account as to how the contributions received by it from the Owner under the terms of this Agreement or any part thereof shall have been applied.

THE SIXTH SCHEDULE

LEAP, Informal Play Space and On-Site informal Open Space Calculator

1. The area of the LEAP and On-Site Informal Open Space per space type to be multiplied by the number of Dwellings of each type (by bedrooms) in order to calculate the area and type of the LEAP and On-Site Informal Open Space to be laid out and provided within the Development:

Dwellings with number of bedrooms	Formal Play Space (LEAP)	Informal Play Space	On-Site Informal Open Space
One bed	Nil	Nil	5.4m ²
Two bed	7m ²	7m ²	7m ²
Three bed	9.7m ²	9.7m ²	9.7m ²
Four bed	13.3m ²	13.3m ²	13.3m ²

2. The maintenance contribution of the LEAP and any other On-Site Informal Open Space shall be a sum sufficient to cover maintenance for a period of 10 years PROVIDED THAT in relation to any sum(s) offered by the Owner or sought by the Council for 10 years maintenance clear evidence will need to be provided to the satisfaction of the Owner or the Council (as appropriate) to show that the required sum(s) are reasonably necessary for the maintenance of the required provision to the relevant agreed specification and quality provided always that subject to paragraph 3 below, where the amount has not been agreed within 30 working days of the Council or the Owner notifying the other of their proposal for the amount of the relevant maintenance contribution then the Parish Council shall be deemed to have refused an offer for the transfer of the LEAP or On-Site Informal Open Space (as appropriate) and the Owner may at any time thereafter exercise its rights to transfer the relevant area to a Management Company subject to the arrangements as to fall back liability on the residents of the Development if the Management Company were to cease to exist or otherwise fail to properly maintain a relevant area.

3. Any notification given for the purposes of paragraph 2 above shall be accompanied by:

3.1 detail of the figures used to arrive at this amount;

3.2 a report from a third party experienced in preparing costs of the sort in question setting out the basis of how the figures have been calculated which report shall offer a duty of care to both parties in relation to the costings; and

3.3 examples of where such maintenance costs have been achieved elsewhere and which would represent sufficient sums for 10 years maintenance.

The **COMMON SEAL** of **SOUTH**)
CAMBRIDGESHIRE DISTRICT)
COUNCIL was hereunto affixed)
in the presence of:-)

Stephen Park
Authorised Signatory

for Chief Executive



M00076

The **COMMON SEAL** of)
CAMBRIDGESHIRE COUNTY)
COUNCIL was hereunto)
affixed in the presence of:)

W. Smith
Authorised Signatory



1060/17

EXECUTED as a DEED)
by **PETER JAMES SADLER**)
in the presence of:)

P.J. Sadler

Witness Signature: *S.A. Barton*

Witness name: (block capitals)

MRS. SHIRLEY A. BARTON

Witness Address: HILL FARM, SOUTH SCARLE, NEWARK NG23 7NU

EXECUTED as a DEED)
by **LINDA CAROL SADLER**)
in the presence of:)

L.C. Sadler

Witness Signature: *S.A. Barton*

Witness name: (block capitals)

MRS SHIRLEY A. BARTON

Witness Address: HILL FARM, SOUTH SCARLE, NEWARK, NG23 7NU



Neal Fennell

Signed and delivered as a deed by _____
as attorney for **Agricultural Mortgage Corporation PLC**)

In the presence of _____ **Matthew Charles Young**
Witness name **Charlton Place**
Witness address **Charlton Road**
Witness signature **Andover**
Hampshire
SP10 1RE

