

CHARLES RUSSELL

DATED

7th January

13
2012

- (1) SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL
- (2) KEELBOLD LIMITED
- (3) HOWSMOOR DEVELOPMENTS LIMITED
- (4) TAYLOR WIMPEY (UK) LIMITED
- (5) HERON LAND DEVELOPMENTS LIMITED

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990, Sections 38 and 278 of the Highways Act 1980, Sections 111 and 120 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and other statutory provisions relating to land at The Gateway Site Emersons Green East to the East of Avon Ring Road South of M4 Motorway

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DATED

2012

THIS AGREEMENT is made on

7th January

13
2012

BETWEEN:-

- (1) **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** of The Council Offices, Castle Street, Thornbury, South Gloucestershire, BS35 1HF (the "**Council**");
- (2) **KEELBOLD LIMITED** (Co Reg No. 020522350) whose registered office is at 185 Park Street London SE1 9DY (the "**First Owner**");
- (3) **HOWSMOOR DEVELOPMENTS LIMITED** (Co Reg No 02052235) whose registered office is at 24 Bruton Place London W1J 6NE (the "**Second Owner**");
- (4) **TAYLOR WIMPEY UK LIMITED** (Company Number 01392762) whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire United Kingdom HP12 3NR (the "**Third Owner**");
- (5) **HERON LAND DEVELOPMENTS LIMITED** (company registration no. 00644366) of Heron House, 4 Bentinck Street, London, W1U 2EF (the "**Mortgagee**");

WHEREAS:-

- (A) The First Owner and the Second Owner are registered at the Land Registry as proprietor of part of the Land held under freehold title Nos GR268726, GR270691 and AV253992 free from incumbrances.
- (B) The Third Owner is registered at the Land Registry as sole proprietor of part of the Land held under freehold title number AV152758 subject only to a registered charge in favour of the Mortgagee but otherwise free from incumbrances.
- (C) The Council is the local planning authority and the local highway authority for the area in which the Land is situated.
- (D) The Council has resolved to grant Planning Permission for the Development subject to the parties entering into this Agreement in order to secure the planning obligations contained in this Agreement.

IT IS AGREED as follows:-

1 **INTERPRETATION**

1.1 In this Agreement unless the context indicates otherwise:-

"Act"	means the Town and Country Planning Act 1990 and that and any other reference to the Act shall include any amending or replacing legislation for the time being in force
"Balancing Contribution Calculation"	means a statement setting out the Roof Tax Contributions paid and any balancing payment required as a result of the calculations made in accordance with Clause 15 of this Agreement
"Certificate No 2"	has the meaning ascribed to it in Schedule 1 of this Agreement
"Charging Schedule"	has the meaning given in the Community Infrastructure Levy Regulations 2010

"Chief Financial Officer"	means the Council's Chief Financial Officer for the time being or his duly appointed agent
"Commencement of Development"	<p>means the date upon which a material operation as defined in Section 56(4) of the Act is undertaken pursuant to the Planning Permission PROVIDED THAT the following shall not be taken to be a material operation:-</p> <ul style="list-style-type: none"> (a) works of demolition or site clearance (b) ground investigation or site survey works (including archaeological works) (c) construction of boundary fencing or hoarding (d) marking-out or pegging-out operations (e) landscape clearance works and planning (f) remediation works (g) excavation works to adjust ground levels on the Land (h) works of an ecological nature (i) establishment of site offices and work compounds (j) diversion of existing services (k) erection of any temporary means of enclosure (l) the temporary display of site notices or advertisements <p>and "Commence Development" and "Commenced Development" shall be construed accordingly</p>
"Completion Notice"	means a notice to be served by the Owners upon the Director and stating that (i) the Development has been substantially completed and (ii) how many Dwellings have been constructed on the Land and (iii) the Final Dwelling Mix
"Contributions"	means the financial contributions payable by the Owners to the Council pursuant to this Agreement but excluding the Council's legal costs and monitoring costs payable pursuant to clause 16
"Detailed Masterplan"	means the masterplan to be submitted to the Council for approval in accordance with condition 5 of the Planning Permission
"Development"	means a residential development on approximately 13 hectares of land for up to 400 units small scale residential/commercial units (approximately 500m ² gross) construction of a new access road from 'the Rosary' roundabout and associated works
"Development Framework Plan"	means figure 38 within the Design and Access Statement dated November 2010 or such revision as may later be agreed in writing as between the Owners and the Council
"Director"	means the Council's Director of Environment and Community Services for the time being or his duly appointed agent
"Director for Children and	means the Council's Director for Children and Young People for the

"Young People"	time being or his duly appointed agent.
"Director of Community Care and Housing"	means the Council's Director of Community Care and Housing for the time being or his duly appointed agent
"Directors"	means the Director, the Director for Children and Young People and the Director of Community Care and Housing (or any one of them)
"Dispute Notice"	means notice in writing which shall set out the matters with which the Party giving the Dispute Notice disagrees and, in detail, the reasons for that disagreement
"Dwelling"	means a residential unit authorised to be constructed on the Land by the Planning Permission
"EGE Dwelling"	means a residential unit authorised to be constructed in the Emersons Green East Development Area
"Emersons Green East Development Area"	means the area shown edged red and edged green on Plan 2
"Expert"	means a member of a suitably experienced and appropriate professional body who is appointed pursuant to Clause 22 of this Agreement
"Final Dwelling Mix"	means a statement setting out the size and type of Dwellings actually constructed on the Land to include details as to flat or house numbers and bedroom numbers
"GHQ Agreement"	Means a section 106 agreement to be entered into in relation to planning application reference PK 04/1965/O for development on part of the Emersons Green East Development Area
"Independent Valuer"	means a member of the Royal Institution of Chartered Surveyors agreed between the Owners and the Council or in default of such agreement appointed pursuant to Clause 22 of this Agreement
"Infrastructure"	has the meaning given in the Community Infrastructure Levy Regulations 2010 and/or as amended by an applicable Charging Schedule
"Infrastructure Levy"	means any tariff, charge, levy or tax (including any surcharges, debts, interest or other payment payable in relation to land) which is payable in relation to Infrastructure due to and following the implementation of the Planning Permission (including the Community Infrastructure Levy as defined in the Planning Act 2008 and further defined in the subsequent Community Infrastructure Levy Regulations 2010) save for any payments or obligations made pursuant to the Town and Country Planning Act 1990
"Interest Bearing Account"	means an account to which interest will be added equivalent to that which the Council obtains on its investments
"Interest Rate"	means interest at 3% above the base rate for the time being of Barclays Bank Plc
"Land"	means the land being the subject of the Planning Application shown edged red on Plan 1
"Letter of Release"	means a letter similar in form to the draft attached at Appendix 7

"Local Plan"	means the South Gloucestershire Local Plan adopted 6 January 2006
"Occupation"	<p>means:-</p> <p>in relation to a Dwelling the earlier of:-</p> <ul style="list-style-type: none"> (i) the date upon which a Dwelling is occupied as a residential unit for the first time and (ii) the date of legal completion of the initial sale by the owner of the freehold interest or a long leasehold interest in a Dwelling and <p>in relation to a building other than a Dwelling the date on which that building is physically occupied for the first time</p> <p>and for the avoidance of doubt this shall exclude any occupation of the relevant Dwelling or other building for the purposes of marketing construction fit out or site clearance and "Occupied" and "Occupy" shall be construed accordingly</p>
"Owners"	Means the First Owner and the Second Owner acting together
"Owners Highway Works"	has the meaning ascribed to it in Schedule 1 of this Agreement
"Party"	means any party to this Agreement and "Parties" shall be construed accordingly
"Plan 1"	means the plan annexed to this Agreement and numbered 1
"Plan 2"	means the plan annexed to this Agreement and numbered 2
"Plan 3"	means the plan annexed to this Agreement and numbered 3
"Plan 4"	means the plan annexed to this Agreement and numbered 4
"Plan 5"	means the plan annexed to this Agreement and numbered 5
"Plan 6"	means the plan annexed to this Agreement and numbered 6
"Plan 7"	means the plan annexed to this Agreement and numbered 7
"Plan 8"	means the plan annexed to this Agreement and numbered 8
"Planning Application"	means the planning application made by the Owners for the Development and having planning application reference number PK05/1009/O
"Planning Permission"	means any permission granted in respect of the Planning Application for the Development in substantially the same form as attached at Appendix 1
"Reasonable Endeavours"	means that it is agreed by the Parties hereto that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to all other terms of this Agreement such party will demonstrate that it has given serious and detailed consideration to its contractual commitments pursuant to this Agreement and to the fact that the Planning Permission would not have been granted without there being a planning obligation of that nature included within this

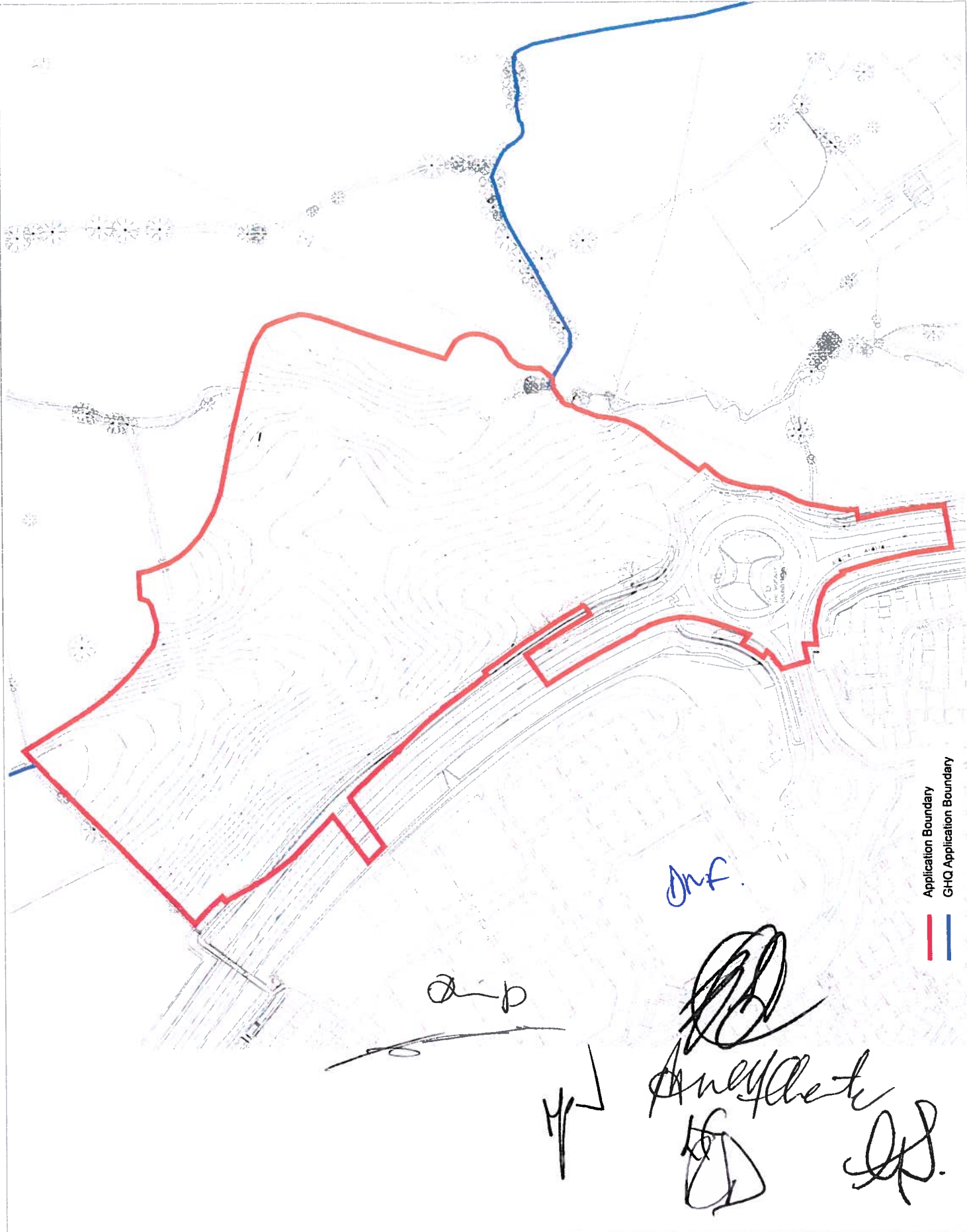
Owner:
Client:
Project Name:
Scale:
Date:



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Emerson Green East Gateway Site
Application Boundary Plan

Drawn By	MA	Date of Revision	10/17/2010
Project No.	23962	Scale	1:1250
Drawing No.	PL_001	Revision	A






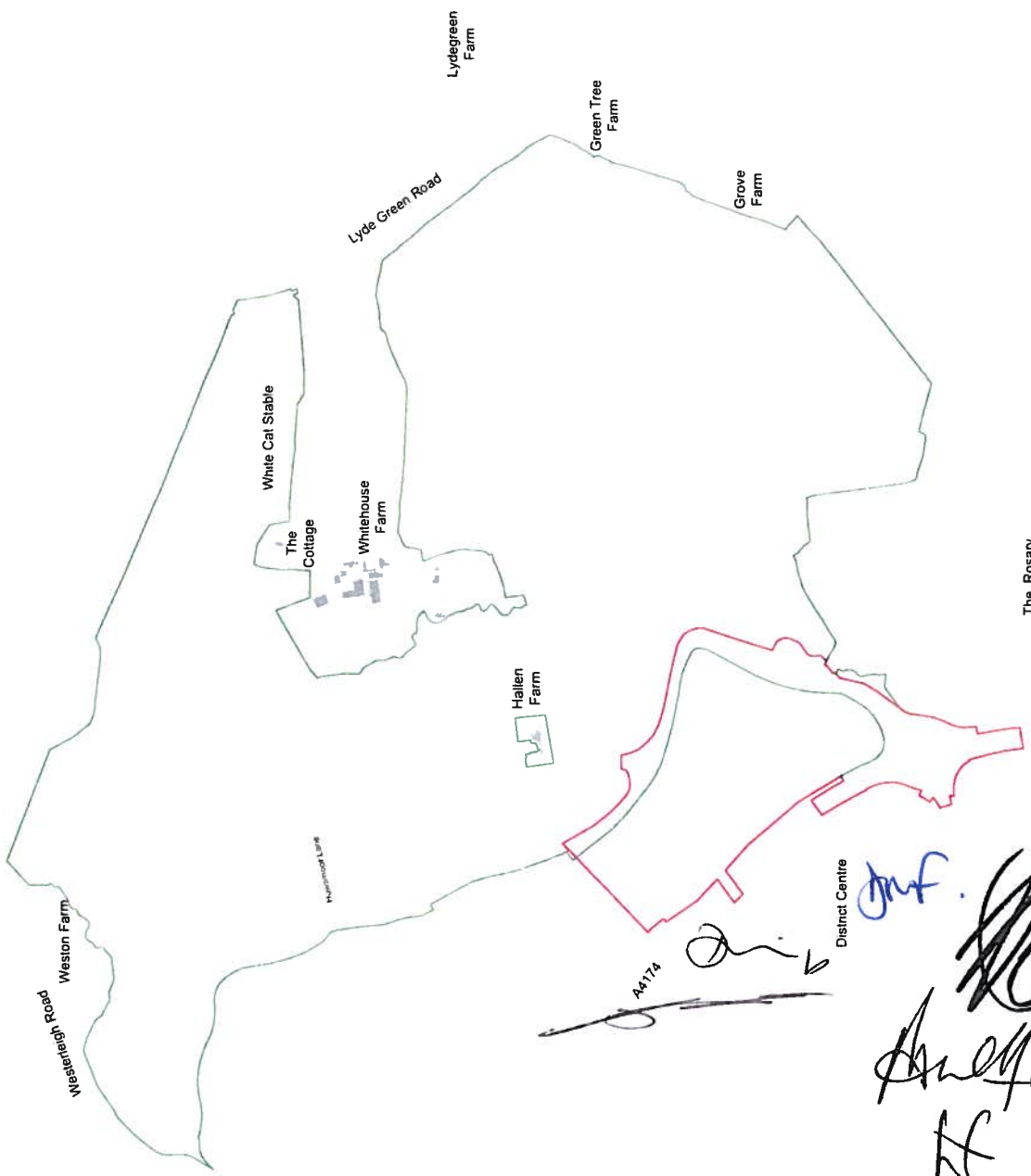
Application Boundary
GHQ Application Boundary

inf.

A. Kelly
[Signature]
[Signature]

Legend

-  Planning application boundary
-  Howsmoor / Keelbold Application
-  Land excluded from application site



Red and Green colours reversed 17-12-12



Project
Emersons Green East

Drawing Title
Application boundary plan

Date	Scale	Drawn by	Check by
17-12-12	1:5000(SA)	PT	GD
Project No	Drawing No	Revision	
19306	9010	1	



bartonwillmore.co.uk

Office of Barton Willmore Group Limited, 17, High Street, London, EC1A 3BB, UK

Handwritten signatures and notes:
 District Centre
 [Signature]
 [Signature]
 [Signature]
 [Signature]

Notes:
 1. All dimensions are in millimeters unless otherwise stated.

Legend:

	Land to be dedicated as Public Highway
	Local Planning Application
	140 Planning Application
	Local Level Limit (name)
	Boundary
	Proposed and Boundary Boundary

FOR APPROVAL

A	Rev	By	Date	Description

DO NOT SCALE. This drawing is to be used in conjunction with all relevant Architect, Engineer and Specialist reports and specifications. It is not to be used for any other purpose without the written consent of the Engineer.

Project Name: **FOR APPROVAL**

Client: **QUARTON DEVELOPMENTS**

Number: **HALCROW**

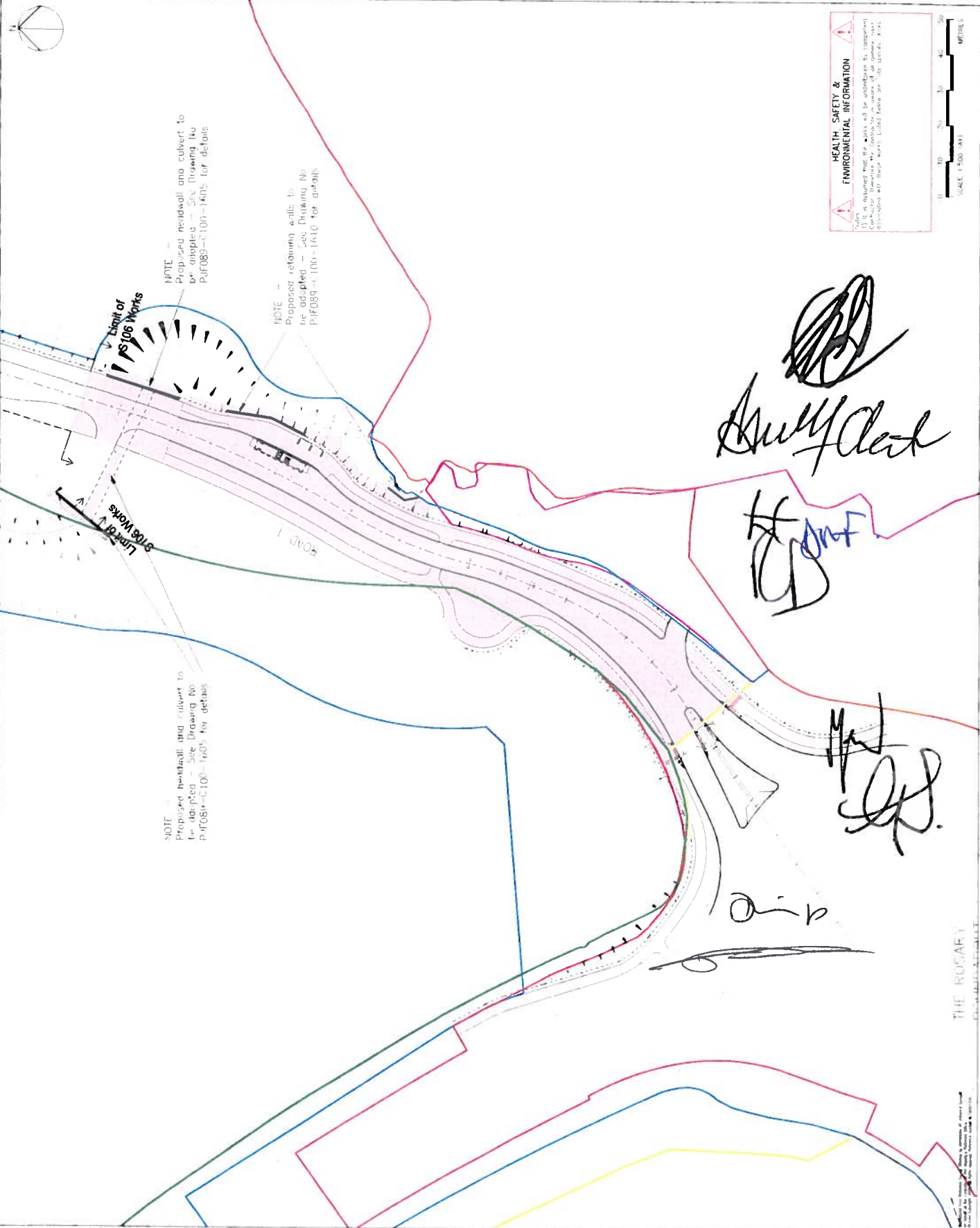
Project: **EMERSONS GREEN EAST BRISTOL**

Section: **SECTION 106 AGREEMENT HIGHWAY DEDICATION PLAN**

Drawn by: **Alan Morgan** Date: **2011/12**
 Checked by: **Alan Morgan** Date: **2011/12**
 Approved by: **Alan Morgan** Date: **2011/12**

Drawing No: **PJF089-200-P26**

Scale: **1:500 (A1)**



THE ROYAL

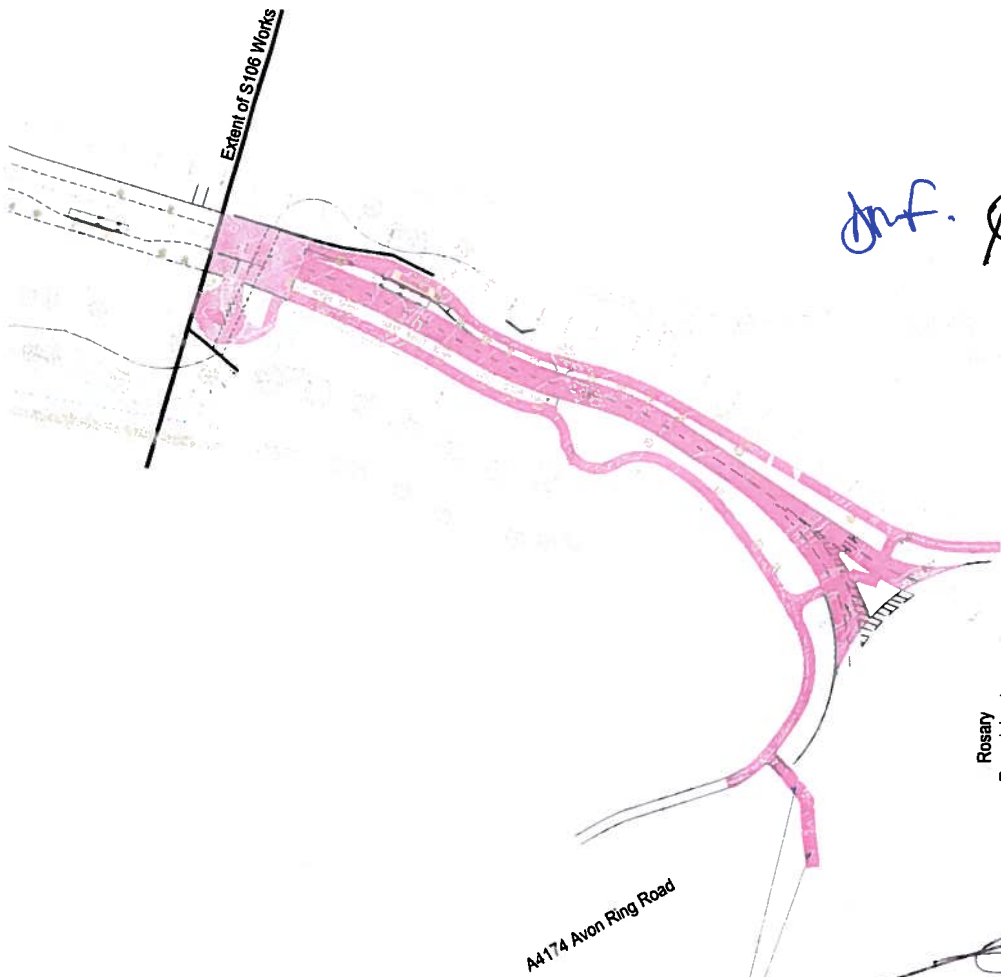
Key:

Phase 1 Works



Notes:

- 1. All dimensions are in meters, unless noted otherwise.
- 2. New production capacity location subject to planning approval.



Proposed Toucan Crossing
to be built by SGC
paid for by GHQ

Prof. Andy Clark

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[Handwritten signature]

[Handwritten signature]

Rosary Roundabout

WORK IN PROGRESS

Quantum CONSULTING SOLUTIONS
HERON

Halcrow

EMERSONS GREEN EAST
BRISTOL

**ROSARY ROUNDABOUT
GENERAL ARRANGEMENT
PHASE 1 WORKS**

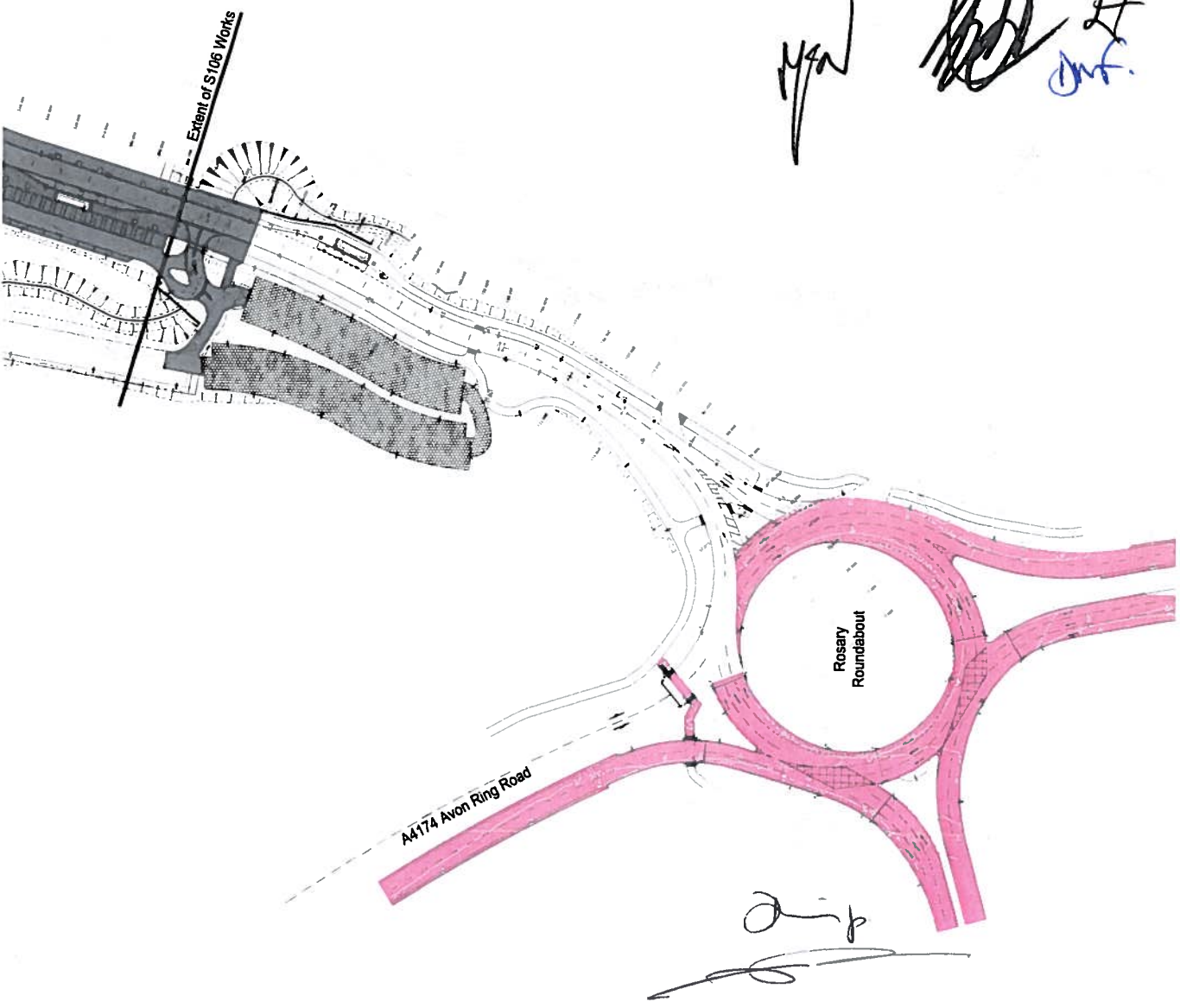
Drawn by: Dan Nappa Date: 15.03.11
 Checked by: Rob Schuchman Date: 15.03.11
 Approved by: Alison Pritchard Date: 15.03.11
 Drawing No: P/JF089-100-P1
 Drawing Scale: Not To Scale

Key:

Phase 2 Works
In Green, Shaded Area

Notes:

All dimensions are in metric units, unless otherwise stated.



Handwritten signatures and initials:

- Large stylized signature: *JD*
- Signature: *Angela*
- Signature: *JP*
- Signature: *DF*
- Signature: *DF*

A	Rev	By	Date	Description
	1	J.P.	15/03/11	Issue for Client
	2	J.P.	15/03/11	Issue for Contractor
	3	J.P.	15/03/11	Issue for Client

WORK IN PROGRESS

Quantum
QUANTUM
DEVELOPMENTS

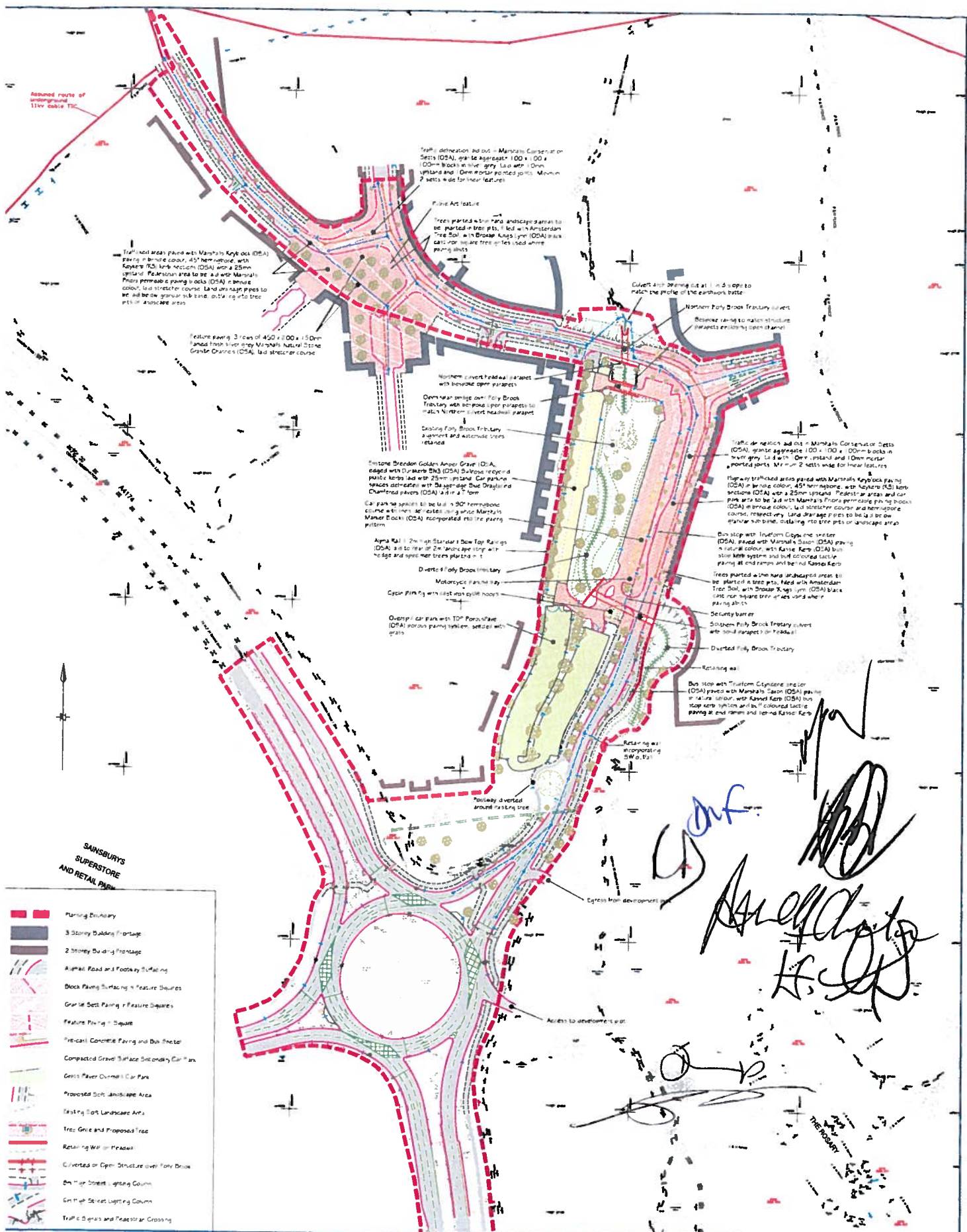
HERON

Halcrow

EMERSONS GREEN EAST
BRISTOL

ROSARY ROUNDABOUT
GENERAL ARRANGEMENT
PHASE 2 WORK

Drawn by: Dan Noga	Date: 15/03/11
Checked by: Mike Satchell	Date: 15/03/11
Approved by: Alison Pritchard	Date: 15/03/11
Drawing No:	
PJF089-100-P2	
Drawing Scale:	As To Scale
	A



Refer to drawings C, BB, DS7 to DS2 for construction details
 Refer to drawings 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 for site cover sections
 All earthwork slopes in 3:1 unless stated otherwise
 Road gullies will be located upstream of all crossings and junctions and spaced sufficiently to collect and permeate area not exceeded 100m

REV	DATE	DESCRIPTION
F	Nov 2010	Yellow blocks removed from M&P proposals
E	July 2010	Discharge layout revised
D	July 2011	Highway standards and tree locations amended
		First issue

PROJECT TITLE
**Emersons Green
 Bristol, South Glos**

CLIENT TITLE
**Southern Access Road
 Planning Layout
 Overall Plan**

SCALE 1:1000 @ A1 DAY 10/10/10 DRAWN D.M.
 CHECKED G.D.
 DRAWING NO. 1110-042

GALLAGHER
 ESTATES

Gallagher House, Gallagher Way,
 Gallagher Business Park, Warwick CV34 6AF
 Tel: 01926 339339 Fax: 01926 339222
 E-Mail: mail@gallagheruk.com

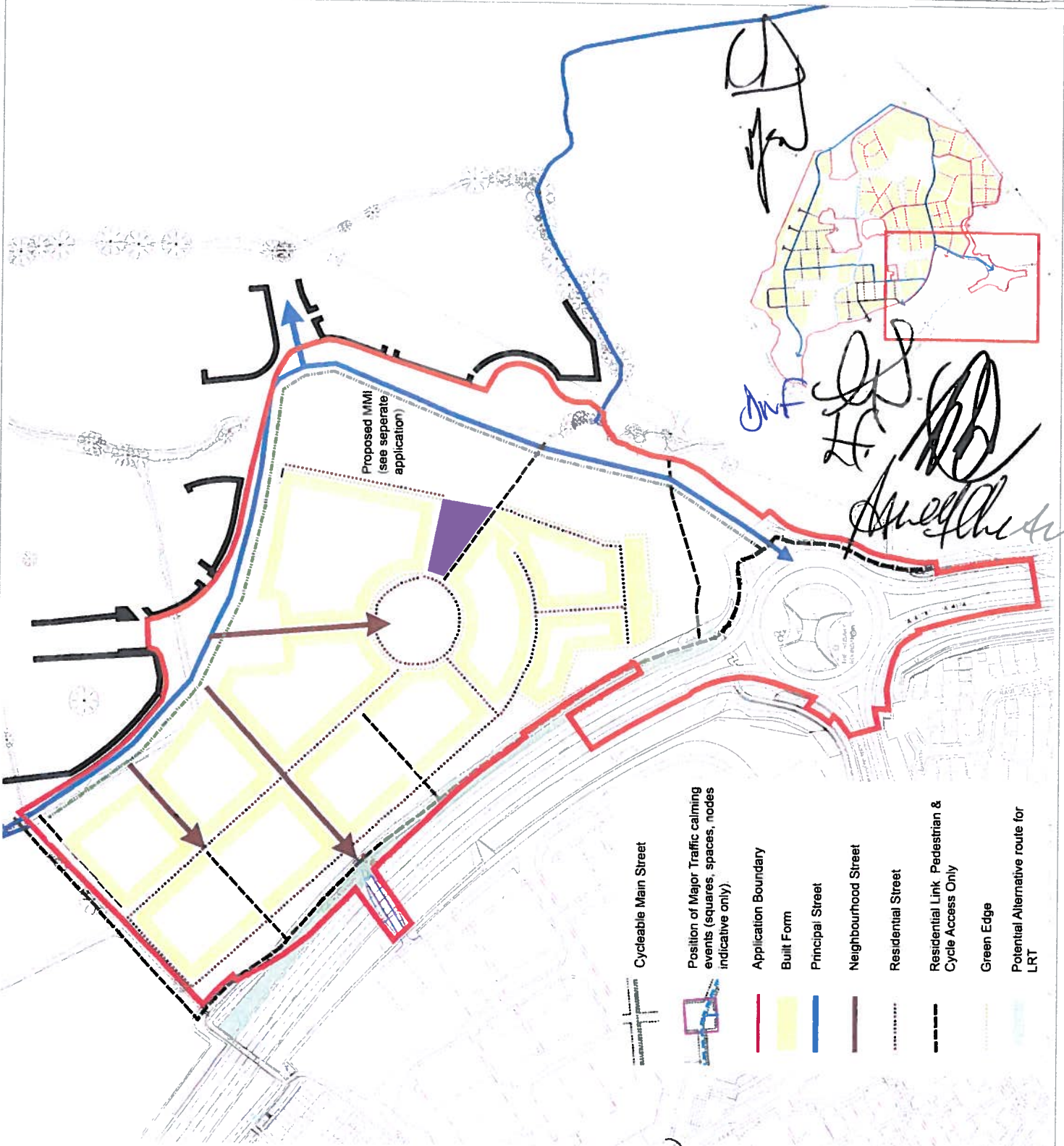
Gokhwal

Disclaimer: This is a preliminary plan. It is not intended to be used for construction or other purposes without the approval of the relevant authorities.













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Project	Emmons Green East Gateway Site		
Client	Emmons Green East		
Document	Movement Network and Hierarchy Plan		
Drawn By	HA	Checked By	HA
Issue No.	23382	Date of this Issue	01/11/2010
Revision No.	1/1250	Scale	A
Sheet No.	PL_004		



Proposed MMH (see separate application)

-  Cycleable Main Street
-  Position of Major Traffic calming events (squares, spaces, nodes indicative only)
-  Application Boundary
-  Built Form
-  Principal Street
-  Neighbourhood Street
-  Residential Street
-  Residential Link, Pedestrian & Cycle Access Only
-  Green Edge
-  Potential Alternative route for LRT

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Agreement AND will be bound to:

(1) utilise such methods as are likely to achieve the desired result recognising that it is of material importance that the result is achieved; and

(2) attempt to fulfil the obligation by the expenditure of such effort and/or sums of money and/or the engagement of such professional or other advisers

in each case as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) it may be reasonable to expect: in the case of the Owners of a competent commercial developer acting reasonably in the context of the Development; in the case of the Council of a competent local planning authority acting reasonably in the context of its statutory duties and functions and recognising that it is a public authority and not commercial organisation and it is required to work within the financial constraints which that status imposes on it

"Related Planning Agreements"

means one or both of the section 106 agreements to be entered into in connection with planning application PK10/0473/F and/or PK04/1965/O including any variation or supplemental agreements thereto

"Reserved Matters Application"

means an application for discharge of reserved matters pursuant to the Planning Permission

"Reserved Matters Permission"

means any permission given in respect of a Reserved Matters Application

"Roof Tax Contributions"

means together Sustainable Transport Contributions, the Highways Contribution, the Public Transport Contribution, the Public Art Funding, the Local Library Contribution, the Community Forest Contribution, the Secondary School Contribution and the Primary School Contribution payable under Schedule 2 Schedule 3, Schedule 6, Schedule 8, Schedule 11, Schedule 12, Schedule 13 and Schedule 14 respectively of this Agreement

"Service Media"

shall mean all pipes sewers mains ducts conduits gutters watercourses wires cables channels flues and any other apparatus

"Services"

shall mean the supply of water electricity gas telecommunications and the disposal of foul and surface water

"Shared Ownership Unit"

has the meaning ascribed to it in Schedule 15 of this Agreement

"Working Day"

means any day apart from Saturday and Sunday and any statutory bank holiday or public holiday

1.2 Any reference to the Parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title and in the case of any local authority shall also include any successor in function.

1.3 Any covenants obligations or other commitments given by the Owners shall be joint and several.

1.4 Where a Party is not a body corporate then neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers.

1.5 The headings throughout this agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement.

1.6 References to clauses, sub-clauses, paragraph numbers, recitals, Schedules, Appendices and Plans are unless otherwise stated references to clauses, sub-clauses, paragraph numbers, recitals, Schedules and Appendices to this Agreement.

2 **STATUTORY POWERS**

This Agreement will be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act Sections 38 and 278 of the Highways Act 1980 Sections 111 and 120 of the Local Government Act 1972 section 2 of the Local Government Act 2000 and all other statutory and other enabling powers and shall be enforceable accordingly but without prejudice to all and any other means of enforcing them at law or in equity or by statute.

3 **ENFORCEMENT**

The covenants and obligations created by this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable as such by the Council.

4 **THIRD PARTIES**

In accordance with Sections 1(2) and 2(3)(a) of the Contracts (Rights of Third Parties) Act 1999 no term of this Agreement shall be enforceable by a third party and any term may be rescinded or varied without the consent of any third party.

5 **OWNERS' SUBSTANTIVE COVENANTS**

Subject to clause 21 of this Agreement,

5.1 the Owners for and on behalf of themselves and their heirs assigns and successors in title with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenant with the Council that they will comply with the covenants contained in the Schedules annexed to this Agreement.

5.2 the Third Owner for and on behalf of itself and its heirs assigns and successors in title covenant with the Council that it will comply with the covenants on its part contained in Schedules 1 and 4 annexed to this Agreement with the intent that it will bind its interest in the Land.

6 **MORTGAGEE'S POSITION**

6.1 The Mortgagee consents to the Third Owner entering into this Deed and hereby acknowledges that from the date of this Deed that part of the Land held under title number AV152758 shall be bound by this Deed.

6.2 Notwithstanding clause 6.1 the Mortgagee will not incur any liability for any breach of obligations contained in this Agreement unless and until and except to the extent that such breach is committed or continuing at a time when it becomes a mortgagee in possession of that part of the Land held under title number AV152758 (or any part thereof) or exercises its power of sale under its security or has appointed a receiver or has foreclosed in respect of all or any part of it.

7 **COUNCIL'S SUBSTANTIVE COVENANTS**

7.1 The Council covenants with the Owners as follows:-

7.1.1 to grant the Planning Permission for the Development upon completion of this Agreement in the form of the specimen annexed at Appendix 1 unless otherwise amended with the agreement of the Council and the Owners;

- 7.1.2 to deposit all monies paid by the Owners to the Council pursuant to the provisions of this Agreement into an Interest Bearing Account;
- 7.1.3 to expend all monies paid by the Owners in accordance with the obligations in this Agreement in the manner and solely for the purpose for which the monies are paid;
- 7.1.4 from time to time upon reasonable request by the Owners (but no more frequently than once every four (4) months) to provide the Owners with a breakdown of expenditure from the Contributions until such time as they have been committed and/or expended;
- 7.1.5 upon written request from the Owners at any time after any obligation pursuant to this Agreement has been fulfilled and upon being supplied by the Owners with appropriate evidence thereof issue a Letter of Release in respect of that obligation within twenty one (21) Working Days after the date on which it receives the request PROVIDED THAT such request(s) shall not be made more than once in any period of three (3) months;
- 7.1.6 if any payment made by the Owners pursuant to the obligations contained in this Agreement have not been spent or committed to be spent by the Council within 5 years from the date on which such payment was received by the Council to refund the payments to the person by whom they were made together with interest accrued at the Interest Rate;
- 7.1.7 PROVIDED THAT paragraphs 7.1.2, 7.1.4 and 7.1.6 shall not apply to the contributions towards the cost of maintenance under Schedules 4, 9 and 10.

8 CONSENTS IN RELATION TO THIS AGREEMENT

It is hereby agreed and declared that any approval authorisation agreement expression of satisfaction or consent required from any Party under the terms of this Agreement shall not be unreasonably withheld or delayed.

9 CHANGE OF OWNERSHIP

- 9.1 Subject to Clause 9.2, until such time as the provisions of this Agreement have been fully complied with the Owners will in relation to any freehold or leasehold transfer of all or any part of their respective interests in the Land deliver to the Council (by Royal Mail recorded signed for service) notice in writing of the transfer including the following information namely:-
 - 9.1.1 the name and address of the transferee;
 - 9.1.2 a description of the land subject of the transfer including a plan; and
 - 9.1.3 the nature of the interest transferred.
- 9.2 Clause 9.1 shall not apply to a disposition of any individual Dwelling or other unit of occupation comprised in the Development or to a disposition to any statutory undertaker or other person who acquires any part of the Land or of any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.
- 9.3 Where notice pursuant to Clause 9.1 has been given and subsequently it is identified that the details provided require change (whether due to an error or to a change in the terms of the transfer or otherwise) the Owners shall serve a further notice in accordance with Clause 9.1 save that in the case of a non material change the Council may in writing and in its absolute discretion waive the need for such further notice.

10 **NOTICES**

Any notices to be served on or document to be submitted on or to any Party to this Agreement shall be delivered or posted to that Party at the address specified as theirs at the head of this Agreement and in the case of the Council addressed to the Council's Head of Legal and Democratic Services and quoting the planning reference number.

11 **LOCAL AUTHORITY'S STATUTORY POSITION**

Nothing herein contained or implied shall limit prejudice or affect the rights duties and obligations of the Council under all statutes byelaws statutory instruments orders and regulations in the exercise of its function as a local authority.

12 **OPERATIVE DATE**

12.1 Save in respect of obligations requiring compliance prior to Commencement of Development this Agreement shall not become operative until the Commencement of Development.

12.2 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 Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

13 **COMMENCEMENT OF DEVELOPMENT**

The Owners shall give to the Council five (5) Working Days written notice of its intention to Commence Development and shall confirm in writing within five (5) Working Days following Commencement that Development has Commenced PROVIDED that failure to provide either of the said notifications shall not render this Agreement inoperative.

14 **REVISED SCHEDULE OF ROOF TAX CONTRIBUTIONS**

14.1 Within fifteen (15) Working Days of the approval of the Detailed Masterplan the Owners shall provide for the written approval of the Director a schedule which shall set out the Roof Tax Contributions adjusted to take account of the number of Dwellings proposed on the Land as agreed in the Detailed Masterplan and Indexed in accordance with the provisions of this agreement to the date of the Detailed Masterplan.

14.2 In any year where a Reserved Matter Permission has been granted by the Council which varies the number of Dwellings proposed on the Land from that set out in the Detailed Masterplan then upon such Reserved Matter Permission or revision to the Detailed Masterplan being approved or otherwise agreed in writing by the Council the Owners shall provide for the approval of the Director a revised schedule setting out the Roof Tax Contributions adjusted to take account of the number of Dwellings proposed on the Land as agreed in the Detailed Masterplan as varied by subsequent Reserved Matters Permissions and Indexed in accordance with the provisions of this Agreement to the date of the said revised schedule.

14.3 The sums due in respect of each of the Roof Tax Contributions shall be adjusted in accordance with the approved schedule referred to in clause 14.1 and 14.2 above and Indexed to the date of payment.

15 **COMPLETION OF DEVELOPMENT AND BALANCING CONTRIBUTION CALCULATION**

15.1 On substantial completion of the Development the Owners shall serve the Completion Notice on the Director.

15.2 Following service of the Completion Notice the Owners will calculate the Balancing Contribution Calculation by reference to the formulae set out in Schedules 2, 3, 6, 8, 11, 12,

13 and 14, and communicate this in writing to the Director within twenty (20) Working Days of service of the Completion Notice.

15.3 Within fifteen (15) Working Days of receipt of the Balancing Contribution Calculation, the Director shall provide notice in writing to the Owners of his acceptance or otherwise of the Balancing Contribution Calculation.

15.4 If the Director does not agree with the Balancing Contribution Calculation the Owners and the Director will enter discussions with a view to agreeing the Balancing Contribution Calculation, and failing agreement after thirty (30) Working Days either party may refer the matter to the Expert for determination.

15.5 If the Balancing Contribution Calculation shows that a sum of money is owed to one Party by the other, the Party owing the sum shall pay that sum to the other Party within thirty (30) Working Days of the Parties agreeing the Balancing Contribution Calculation (or in the absence of agreement within thirty (30) Working Days of the sum being determined by the Expert).

16 COSTS

16.1 The Owners shall pay to the Council on the date hereof its reasonable legal costs incurred in connection with this Agreement.

16.2 The Owners shall pay to the Council on the date hereof the sum of five thousand pounds (£5000) as a reasonable contribution towards the Council's costs of monitoring the implementation of this Agreement.

17 INDEMNITY

The Owners will without prejudice to the Council's statutory and common law powers and rights hold the Council harmless and save where such is due to the negligence, wrongful act or default of the Council its agents or contractors and save where such arises out of works carried out by or on behalf of the Council including but not limited to the construction of the Footbridge under Schedule 5 hereof keep the Council indemnified from and against:-

17.1 any claim for compensation charge expense or other demand arising at any time prior to the issue of Certificate No 2 in connection with or incidental to the carrying out or use of the Owners Highway Works or the Development;

17.2 any charge expense claim for compensation or other demand arising under or in connection with Part I or Section 20 of the Land Compensation Act 1973 resulting from the carrying out or use of the Highway Works or the Development and any charge or expense incurred by the Council arising out of any such claim;

17.3 any claim in connection with or incidental to the carrying out of any works by the Owners pursuant to this Agreement

PROVIDED THAT the Developer is notified as soon as reasonably practicable following receipt of any such claim and shall thereafter be kept informed by the Council of the progress of such claims and be given the reasonable opportunity to make representations in writing to the Council before such claim is settled.

17.4 The Council will hold the Developer harmless and keep the Developer indemnified from and against any claim in connection with or incidental to the carrying out of any works by the Council pursuant to this Agreement.

18 OBLIGATIONS SATISFY ANY INFRASTRUCTURE LEVY

The Parties agree that the obligations in this Agreement which directly or indirectly relate to the provision of or payment in relation to Infrastructure (including the provision of any land or

property for the purposes of Infrastructure provision) shall be in full and final settlement of any Infrastructure Levy which may apply to the Land or to the Development due to, and following, the grant of the Planning Permission in respect of the Development.

19 INTEREST

If any sum payable under this Agreement is not paid within fifteen (15) Working Days of the date when it is due then save in the case of a manifest error by the Directors in calculating the due sum the Owners shall in addition to any payment in respect of the sum due pay interest on the sum from the due date until actual payment at the Interest Rate.

20 OCCUPATION OF DWELLINGS

The Owners shall give written notice to the Council's Chief Financial Officer of the first legal transfer of the 100th, 160th, 200th and 300th Dwelling and the Occupation of the 100th, 200th, 300th Dwelling and the Occupation of the final Dwelling approved under the Detailed Masterplan within ten (10) Working Days of each such transfer and Occupation.

21 RELEASE

21.1 No Party shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land or in the event of a disposal of part, against the part disposed of, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

21.2 This Agreement shall not bind nor be enforceable against the following:-

21.2.1 individual owners, tenants, and/or occupiers of Dwellings and their successors in title except in respect of the restrictions on the use of Affordable Housing Units in Schedule 15 which shall remain enforceable against owners, tenants, and/or occupiers of Affordable Housing Units to the extent permitted by the terms of this Agreement and subject to clauses 21.2.5 and 21.2.6;

21.2.2 individual owners, tenants and/or occupiers of individual non residential units comprised in the Development and their successors in title;

21.2.3 any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services nor any mortgagee or chargee of any such persons;

21.2.4 a mortgagee of any Affordable Dwelling and their successors in title PROVIDING THAT in the event of any mortgagee or chargee of any Affordable Dwelling wishing to enforce its security by way of sale shall first comply with the requirements contained in paragraph 11 of Part 2 of Schedule 15;

21.2.5 a tenant of an Affordable Dwelling exercising a right to buy, right to acquire or similar statutory right to purchase and its successors in title; and

21.2.6 any occupier of a Shared Ownership Unit who purchases from the AHP the entire freehold or long leasehold interest of the said Shared Ownership Unit pursuant to an equity share arrangement and its successors in title.

21.2.7 any Management Entity (as the same is defined in Schedule 9) except in respect of the restrictions and obligations relating to the part or parts of the Land which are transferred to the Management Entity pursuant to Schedule 9.

22 DISPUTE RESOLUTION

- 22.1 In the event of a dispute or difference arising between the Parties (or any of them) touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) any Party may serve on another a Dispute Notice and such dispute or difference may be referred to an Expert being an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications.
- 22.2 In the absence of agreement between the relevant Parties to the dispute or difference (the "Relevant Parties") as to the professional qualifications of the Expert to be appointed pursuant to clause 22.1 or as to the appropriate professional body within ten (10) Working Days after any one of the Relevant Parties has given to the other Relevant Party or Parties a written request to concur in the professional qualifications of the Expert to be appointed pursuant to clause 22.1 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the president for the time being of the Law Society for England and Wales on the application of a Relevant Party and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Relevant Parties and his costs shall be payable by the Relevant Parties in such proportion as he shall determine and failing such determination shall be borne by the Relevant Parties in equal shares.
- 22.3 The Expert shall act as an expert and not an arbitrator and his reasonable costs shall be at his discretion.
- 22.4 The Expert shall be required to give notice to the Relevant Parties inviting each of them to submit to him within fifteen (15) Working Days of his appointment written submissions and supporting material and shall afford to the Relevant Parties an opportunity to make counter submissions within a further fifteen (15) Working Days in respect of any such submission and supporting material and the Expert's decision shall be given in writing within fifteen (15) Working Days from receipt of any counter submissions or in the event that there are no counter submissions within fifteen (15) Working Days of receipt of the written submissions and supporting material with reasons unless such time periods are varied by agreement between the Relevant Parties.
- 22.5 The Expert's decision shall be final and binding on the Relevant Parties unless one or more of them has notified the other(s) in writing of its dissatisfaction with it in accordance with clause 22.4 of this Agreement.
- 22.6 If after the Expert has made a decision pursuant to clause 22.4 any one of the Relevant Parties is dissatisfied with it and such Party has notified the other Relevant Parties in writing of his dissatisfaction within ten (10) Working Days of the date of receipt of the Expert's decision, the Relevant Parties shall be entitled to commence legal proceedings in the court.

23 RELATED PLANNING AGREEMENTS

- 23.1 It is acknowledged by the Parties that:
- 23.1.1 the obligations in Schedules 1 and 4 of this Agreement are replicated in the Related Planning Agreements and nothing in this Agreement shall require the Owners or the Third Owner to perform or otherwise comply with the obligations contained in the aforementioned schedules to the extent that they have been performed or otherwise complied with pursuant to one of the Related Planning Agreements;
- 23.1.2 provided that notice has been given to the Council of the commencement of development under a Related Planning Agreement there shall be no

Commencement of Development for the purposes of this Agreement where works are undertaken expressly in reliance on any planning permission granted pursuant to the planning applications with reference PK10/0473/F and/or PK04/1965/O even if such works would constitute Commencement of Development under this Agreement if undertaken pursuant to the Planning Permission and the Council acknowledges that no obligations under this Agreement shall be enforceable due to the carrying out of such works.

24 DIRECTORS' SATISFACTION ETC.

24.1 Where in this Agreement there is a reference to:

24.1.1 the Directors' satisfaction, acceptance, agreement, approval;

24.1.2 the opinion or view of the Directors;

24.1.3 a requirement, direction or instruction of the Directors;

24.1.4 certification by the Directors

such reference shall be construed to mean that the Directors will at all times act reasonably and without delay in expressing, giving, withholding or refusing (as the case may be) such satisfaction, acceptance, agreement, approval, opinion, view, requirement, direction or instruction.

EXECUTED as a deed by the parties and delivered the day and year first before written.

SCHEDULE 1
ROSARY ROUNDABOUT IMPROVEMENT WORKS
PART 1

DEFINITIONS RELATING TO HIGHWAY WORKS

1 The words below shall mean as follows:-

“Certificate No 1”

means a certificate issued by the Director when a phase of the Owners Highway Works has been substantially completed to the Director's satisfaction

“Certificate No 2”

means a certificate issued by the Director at the end of a Highways Maintenance Period when the Director is satisfied that a phase of the Owners Highway Works has been properly maintained and repaired and that all defects (if any) have been remedied

“Final Audit”

means Stage 3 audit of the safety aspects of the design of the Owners Highway Works which shall be carried out in accordance with the approved procedures of the Institute of Highways and Transportation

“Green Road”

means the section of road to be constructed which will extend from the fourth arm of the Rosary Roundabout northwards up to and including the entrance to the MMI

“Highway Dedication Land”

means the land shown for indicative purposes shaded pink on drawing number PJF089-200-P26 Revision A annexed as Plan 3 and to be definitively shown on the Highway Dedication Plan

“Highway Dedication Plan”

means a plan identifying the precise boundaries of the Highway Dedication Land to be submitted to and approved by the Director pursuant to paragraph 3.1.1 of Part 2 of this Schedule

“Highways Maintenance Period”

means a period of twelve (12) months from the date of the issue of a Certificate No 1 but if at the end of that period the Director acting reasonably forms the view that he cannot issue Certificate No 2 in respect of the relevant phase of Owners Highway Works the Highways Maintenance Period shall include such further period as shall elapse until the issue of a Certificate No 2

“HMSO Specification”

means the "Specification for Highway Works" in force at the time of the execution of the Owners Highway Works published by The Stationery Office and shall where appropriate include any standard specifications or requirements identified by referred to in or incorporated into those specifications

“Index”

shall mean the indices based on the Retail Price Index (all items) compiled and published by The Office for National Statistics or any other such index that substitutes the Retail Price Index

“Owners Highway Works”

means together the Phase 1 Works and the Phase 2 Works

“Phase 1 Highways Bond”

means a bond in the sum of Eight Hundred and Ninety Seven Thousand Three Hundred and Eight Pounds (£897,308) substantially in the form set out at Appendix 2 or such other form as shall be agreed between the Owners and the Council from time to time

“Phase 2 Highways Bond”

means a bond in the sum of Three Hundred and Seventy Thousand Six Hundred and Twenty Nine Pounds (£370,629) substantially in the form set out at Appendix 2 or such other form as shall be agreed between the Owners and the Council from time to time

“Phase 1 Works”

means the construction of a fourth arm off the Rosary Roundabout into the Emersons Green East Development Area to a point just to the north of the culvert crossing of the Folly Brook tributary including:

- (a) formation of a splitter island and a toucan crossing on the Green Road
- (b) extension of Ring Road cycleway from the Rosary Roundabout to a point just to the north of the culvert crossing of the Folly Brook tributary
- (c) ancillary works including surfacing, drainage, street lighting, white-lining and signage

shown on drawing number PJF089-100-P1 Rev B annexed as Plan 4 to this Agreement or any later revision thereof as may be approved by the Director

“Phase 2 Works”

means the partial signalling of the Rosary Roundabout with MOVA control comprising the following works:

- (a) signalling both of the Ring Road arms off the Rosary Roundabout and the entry arm from Emersons Way
- (b) the circulatory carriageway will be signal controlled at the Ring Road splitter island and at the Emersons Way splitter island
- (c) the kerbs lines of the Rosary Roundabout will be adjusted to ensure that there is full width for the running lanes
- (d) ancillary works including surfacing, drainage, street lighting, white-lining and signage

shown on drawing number PJF089-100-P2 Rev A annexed as Plan 5 to this Agreement or any later revision thereof as may be approved by the Director

“Programme”

means the programme agreed in writing by the Owners with the Council for carrying out the Owners Highway Works

“Ring Road”

means the A4174 Ring Road

“Rosary Roundabout”

means the Rosary Roundabout on the Ring Road

“Safety Audit”

means an audit of the safety aspects of the design of the Owners Highway Works which shall be carried out in accordance with the approved procedures of the Institute of Highways and Transportation (it is acknowledged by the Parties that Stage 1 and Stage 2 audits have already been undertaken ref: DMRB HD 19/03) and the "Auditor" shall mean the auditor approved under paragraph 1.2 of Part 3 of this Schedule

“Toucan Contribution”

means the sum of Seven thousand eight hundred and eighty five pounds (£7,885) to be applied by the Council to the cost of building the Toucan Crossing (Ring Road) to include any cost of obtaining any orders, appeals and any Safety Audit required

“Toucan Crossing (Ring Road)”

means the toucan crossing to be provided on the A4174 Ring Road at Rosary Roundabout in accordance with the details shown on drawing number PJF089-100-P1 Rev B annexed as Plan 4 to this Agreement or any later revision thereof as may be approved by the Director

PART 2

COVENANTS RELATING TO THE HIGHWAY WORKS

1 PHASING

1.1 The Owners covenant:-

- 1.1.1 before commencing any part of the Phase 1 Works the Owners or a third party on behalf of the Owners will enter into the Phase 1 Highways Bond with a reputable surety approved beforehand by the Council to the effect that if the Owners default in carrying out the Phase 1 Works then the Council may demand the sum of money necessary to remedy the default from the surety;
- 1.1.2 before commencing any part of the Phase 2 Works the Owners or a third party on behalf of the Owners will enter into the Phase 2 Highways Bond with a reputable surety approved beforehand by the Council to the effect that if the Owners default in carrying out the Phase 2 Works then the Council may demand the sum of money necessary to remedy the default from the surety;
- 1.1.3 not to permit the Occupation of the first Dwelling until the Phase 1 Works have been substantially completed (to the stage when a Certificate No 1 may be issued);
- 1.1.4 not to permit the Occupation of the 400th Dwelling or the final Dwelling in the event that fewer than 400 Dwellings are approved by the Detailed Masterplan if Occupation of such Dwelling would mean that more than 750 EGE Dwellings were Occupied until the Phase 2 Works have been substantially completed (to the stage when Certificate No 1 may be issued);

in all cases at the Owners' expense and to the satisfaction of the Council and in doing so the Owners will observe the terms and requirements set out in Part 3 of this Schedule.

2 TOUCAN CROSSING (RING ROAD)

2.1 The Council covenants:-

- 2.1.1 to seek all necessary approvals, orders and permissions to include obtaining a Safety Audit (if required) to authorise the Toucan Crossing (Ring Road) to be constructed prior to commencement of any part of the Highway Works; and
- 2.1.2 to complete the construction of the Toucan Crossing (Ring Road) within twelve (12) months following payment of the Toucan Contribution.

3 DOCUMENTATION AND COMPLIANCE

3.1 The Owners covenant:-

- 3.1.1 before commencing any part of the Owners Highway Works and without prejudice to the Owners' responsibilities as set out in this Agreement to submit to the Director for his approval (which will not be unreasonably withheld or delayed) the Highway Dedication Plan, the Programme and details of the contractor the Owners propose to use for the Owners Highway Works;
- 3.1.2 to effect and maintain such insurance as the Council may reasonably require with reputable insurers approved beforehand by the Council in respect of any claims arising from the carrying out of the Owners Highway Works and before commencing the Owners Highway Works furnish the Council with certification of the insurance cover in such manner as the Council shall reasonably require and if called upon at any time by the Council supply the Council with a copy of the insurance policy and proof that it is in force and such other information relating to the policy as the Council shall reasonably require;
- 3.1.3 without prejudice to the Council's right to take action under Section 59 of the Highways Act 1980 (or otherwise) either reimburse to the Council the cost of repairing any damage caused to any highway maintainable at the public expense by any traffic arising from the carrying out of the Owners Highway Works or of the Development or alternatively (at the option of the Council) effect such remedial works as may be reasonably required by the Director;
- 3.1.4 before Commencing any part of the Owners Highway Works or the Development obtain at the Owners' expense any temporary or permanent orders closing or altering any roads bridleways or footpaths which cross the Land or which will be affected by the Development or which may otherwise be required to enable it to be implemented;
- 3.1.5 if the Owners Highway Works or any part of them fall within the scope of the Construction (Design and Management) Regulations 2007 (SI 2007 No: 320) to comply at all times with those Regulations and with any request by the Director for him to inspect the health and safety file and prior to the issue of Certificate No 2 supply the Director with a copy of the sections of the health and safety file which relate to the Owners Highway Works.

4 PAYMENTS

4.1 The Owners covenant:-

- 4.1.1 to pay to the Council its reasonable costs in connection with any traffic regulation orders or highway consultation procedures required for the Development or the Owners Highway Works and carry out forthwith any consequent physical works including associated works;
- 4.1.2 save where the Council has confirmed in writing that it has already received a sum equivalent to the Toucan Contribution towards the funding of the Toucan Crossing (Ring Road), to pay to the Council the Toucan Contribution prior to first Occupation of any EGE Dwelling;
- 4.1.3 on substantial completion of the Phase 2 Works (to the stage when Certificate No 1 may be issued) to pay to the Council Sixty Six Thousand Nine Hundred and Ninety

Five Pounds (£66,995) as a commuted sum in respect of the traffic signals and signalized pedestrian crossings comprised in the Owners Highway Works and thereafter the responsibility of the Owners for such traffic signals and signalized pedestrian crossings shall cease and for the avoidance of doubt the terms "traffic signals" and "signalized pedestrian crossings" shall refer only to the specialist electrical equipment and street furniture associated with the signals and pelican crossings and not to paving kerbing ducting or works of a civil engineering nature (which shall remain the responsibility of the Owners as part of the Owners Highway Works until the issue of Certificate No 2) PROVIDED THAT if at the date when the commuted sum falls due any payment towards the cost of maintaining the traffic signals and signalized pedestrian crossings has been paid to the Council under the terms of a Related Planning Agreement the amount of the commuted sum shall be reduced by the amount already paid;

4.1.4 before commencing any part of the Phase 1 Works to pay to the Council the sum of Fifty Eight Thousand Three Hundred and Twenty Five Pounds (£58,325) towards the expenses to be incurred by the Council in supervising the execution of the Phase 1 Highway Works;

4.1.5 before commencing any part of the Phase 2 Works to pay to the Council the sum of Twenty Nine Thousand Four Hundred and Eighty Seven Pounds (£29,487) towards the expenses to be incurred by the Council in supervising the execution of the Phase 2 Highway Works.

PART 3

TERMS AND CONDITIONS FOR THE EXECUTION OF THE OWNERS HIGHWAY WORKS

1 SPECIFICATION

- 1.1 The Owners Highway Works shall be designed and executed in accordance with the current HMSO Specification together with any modifications thereto which in the opinion of the Director are appropriate and applicable to the Owners Highway Works on the day upon which execution of the Owners Highway Works begins.
- 1.2 Before Commencing any part of the Owners Highway Works the Owners shall submit the completed design to a reputable auditor approved beforehand by the Council for a Safety Audit. The Safety Audit and any report on the recommendations shall be submitted to the Council for final approval. The Owners shall thereafter amend the design in accordance with any direction by the Council pursuant to such audit.

2 ACCESS

The Owners shall during the progress of the Owners Highway Works upon two (2) Working Days' written notice save in respect of emergencies give the Director and anyone duly authorised by him free access to every part of the Owners Highway Works and the site thereof and permit him or them to inspect the same as the Owners Highway Works proceed and all materials used or intended to be used in the Owners Highway Works and shall give effect to any requirements made or direction given by the Director to conform to the approved plans of the Owners Highway Works.

3 TESTING OF MATERIALS

- 3.1 Acting reasonably, the Director shall have full power without any obligation to do so to test all materials plant and workmanship at the Owners' expense to ensure that they comply with the terms of the HMSO Specification or the publications referred to therein.
- 3.2 The Owners shall forthwith replace or repair any materials plant or works which have been found unsatisfactory.
- 3.3 To the extent that such places are within the occupation or control of the Owners, or any of them the Director shall for the purposes of this Agreement be allowed access to the places

where materials or plant for the Owners Highway Works may be stored or are in the course of preparation manufacture or use and in doing so the Director shall comply with the reasonable health and safety requirements of the Owners their agents contractors and sub-contractors.

4 OPENING OF OWNERS HIGHWAY WORKS

4.1 The Director may issue instructions to the Owners to open up or expose any part of the Owners Highway Works which has been covered up without previously being inspected by the Director.

4.2 Should the Owners fail to comply with any instructions for the taking up or exposing of any work the Council may take up or expose the work in question.

4.3 The Owners shall reimburse to the Council the full cost of any work done by the Council under this paragraph 4 unless the Owners have first requested the Council to carry out an inspection which the Council has not carried out within two (2) Working Days of receiving such request and on the Council subsequently taking up or exposing the work in question no defects have been discovered

5 EXISTING STREET FURNITURE

The Owners shall remove all existing street furniture affected by the Owners Highway Works and any materials of a conservation nature and either relocate it/them or deliver it/them for storage as directed by the Director.

6 PREVENTION OF MUD BEING CARRIED ONTO THE HIGHWAY

The Owners shall make provision to the Director's satisfaction at the site of the Owners Highway Works to prevent mud and other materials from being carried on to adjacent highways by vehicles and plant leaving the Land or the site of the Owners Highway Works (including the provision and use of on-site wheel washing facilities if required by the Director) and shall sweep the highway in the vicinity of the Land and the Owners Highway Works at the end of each working day.

7 FACILITIES

The Owners shall provide or make available for the Director the use of a weatherproof shelter at the site of the Owners Highway Works with (if practicable) the use of a telephone.

8 DIVERSION OF STATUTORY UNDERTAKERS' APPARATUS

Should any statutory undertakers require all or any part of their underground or overhead plant or apparatus to be removed or diverted as a consequence of the Development or the Owners Highway Works such removal or diversion shall be carried out in accordance with the provisions of the New Roads and Street Works Act 1991 and the costs of any such removal or diversion (as certified by the statutory undertaker affected) shall be borne by the Owners.

9 TRAFFIC CONTROL

During the period when the Owners Highway Works are being executed the Owners shall institute at its own expense measures required or approved by the Director to maintain the best possible traffic flows on the highways in the vicinity of the Land.

10 ROAD SAFETY

10.1 Before commencing any work on the Land the Owners will agree with the Director the number and location of access points to the Development from existing highways in order to reduce so far as possible road safety hazards and will use only the accesses approved by the Director.

10.2 During the period when the Owners Highway Works and the Development are being carried out the Owners will comply with the provisions of Chapter Eight of the Road Signs Traffic Manual (published by the Department of Transport) for lighting and signing the Owners Highway Works and the Development.

- 10.3 During the period when the Owners Highway Works and the Development are being carried out and also during the Highways Maintenance Period the Owners will comply with any reasonable directions that the Director gives it with regard to measures to control traffic parking storage of materials and any matter relating to the preservation of public safety.
- 10.4 If the Owners fail to comply with a direction given by the Director under paragraph 10.3 above within a reasonable period of time or in the case of an emergency the Director may forthwith arrange for the taking of any necessary steps and recover the cost of doing so from the Owners and/or the surety.

11 DEDICATION AND ADOPTION

11.1 The Owners covenant:-

- 11.1.1 with effect from the Commencement of the Development or the relevant phase of the Owners Highway Works whichever is the earlier to dedicate that part of the Highway Dedication Land in their ownership to the public for use as a highway for all traffic;
- 11.1.2 if the title to the Highway Dedication Land is registered at HM Land Registry forthwith upon Commencement of the Development at its own expense procure that a notice of this Agreement including a reference to this dedication is recorded on that title and that a copy of the Land Registry entries is produced to the Council demonstrating that this has been done;
- 11.1.3 if title to the Highway Dedication Land is not registered at HM Land Registry forthwith procure at its own expense that this Agreement is registered in HM Land Charges Registry and that proof of this is produced to the Council forthwith upon Commencement of the Development;
- 11.1.4 immediately prior to the issue of Certificate No 1 for each phase of the Owners Highway Works to provide the Council with a plan showing the agreed highway boundaries.

11.2 The Third Owner covenants:

- 11.2.1 with effect from the Commencement of the Development or the relevant phase of the Owners' Highway Works whichever is the earlier to dedicate that part of the Highway Dedication Land in its ownership to the public for use as a highway for all traffic;
- 11.2.2 if the title to the Highway Dedication Land is registered at HM Land Registry forthwith upon Commencement of the Development at its own expense to procure that a notice of this Agreement including a reference to this dedication is recorded on that title and that a copy of the Land Registry entries is produced to the Council demonstrating that this has been done.

12 SUBSTANTIAL COMPLETION OF THE OWNERS HIGHWAY WORKS

- 12.1 When each phase of the Owners Highway Works has been substantially completed the Owners shall give notice to the Auditor requesting the Auditor to carry out a Final Audit of all safety aspects of that phase of the Owners Highway Works and shall carry out any amendments to the Owners Highway Works pursuant to such audit and shall procure a certificate from the Auditor certifying that he is satisfied that all the requirements of the Final Audit have been satisfactorily complied with.
- 12.2 If any phase of the Owners Highway Works or any part thereof to be carried out by the Owners under this Agreement are not carried out or not completed to the satisfaction of the Director in accordance with the terms of this Agreement and the Programme the Council after giving fourteen (14) Working Days' notice of its intention to the Owners (except in cases of emergency) may execute or complete the Owners Highway Works (or relevant part thereof by its own employees or by contractors or in such manner as it thinks fit and recover the proper

cost as certified by the Director from the Owners and no completion certificate shall be issued in respect of the relevant phase of the Owners Highway Works until all such works have been executed and the cost of any such works carried out by or on behalf of the Council has been paid by or on behalf of the Owners.

13 CERTIFICATE OF SUBSTANTIAL COMPLETION

- 13.1 When each phase of the Owners Highway Works has been substantially completed to the satisfaction of the Director he shall issue Certificate No 1 to that effect on behalf of the Council in respect of that phase and thereafter that relevant phase of Owners Highway Works shall be available for use by the public.
- 13.2 Upon issue of the Certificate No 1 for a phase of the Owners Highway Works the Director will authorise the reduction of the Phase 1 Highways Bond or Phase 2 Highways Bond (as applicable to that phase) by ninety (90) per centum in relation to the Owners Highway Works within that phase.

14 HIGHWAYS MAINTENANCE PERIOD

- 14.1 During the Highways Maintenance Period the Owners shall remain responsible at its own expense for remedying to the Director's satisfaction any defect or damage arising from faulty workmanship design or materials and the Owners shall on being given notice in writing specifying such defect or damage at its own expense and within one month from the date of the notice (unless a longer period is agreed with the Director) make good the same to the Director's satisfaction.
- 14.2 During the Highways Maintenance Period and until a Certificate No 2 is issued for the relevant phase the Owners shall maintain the Owners Highway Works for the relevant phase to the Director's satisfaction.
- 14.3 After the expiration of the Highways Maintenance Period and after the Owners have made good any defect or damage following any notice received pursuant to paragraph 14.1 of this Part 3 the Director shall issue Certificate No 2 for the relevant phase and from the issue of the Certificate No 2 the Owners Highway Works shall become highways maintainable at the public expense and the Phase 1 Highways Bond or Phase 2 Highways Bond (as applicable to that phase) shall cease to be required.

15 MINOR ALTERATIONS

- 15.1 If at any time during the progress of the Owners Highway Works the Director considers it necessary and reasonable he may require the Owners to incorporate minor alterations or additions to the design or construction of the Owners Highway Works.
- 15.2 The Owners may request the Director to agree minor alterations or additions to the Owners Highway Works and PROVIDED THAT the Director is satisfied (a) that the benefit to the public will not substantially be decreased by the alteration and (b) (where appropriate) that the Owners' request is reasonable the Director will comply with such a request.
- 15.3 The terms and provisions of this Agreement shall apply to the altered Owners Highway Works as they apply to the Owners Highway Works as originally planned.

16 AS-BUILT DRAWINGS

Upon completion of the Owners Highway Works (including remedial works) the Owners will provide the Council with an electronic copy of the as-built drawings of the Owners Highway Works.

SCHEDULE 2
SUSTAINABLE TRANSPORT CONTRIBUTIONS

PART 1

DEFINITIONS RELATING TO THE SUSTAINABLE TRANSPORT CONTRIBUTIONS

1 The words below shall mean as follows:-

"Car Club"

means a club for the purpose of providing cars for communal use by the residents of the Development who are enrolled as members of the club

"Car Club Performance Schedule"

means the specification to be agreed between the Owners and the Council which sets out the service level including vehicle provision required for the Car Club in relation to phasing of the Development

"Car Club Subsidy"

means the sum of nineteen thousand five hundred and forty nine pounds (£19,549) to be applied to the cost of managing and operating the Car Club

"Index"

means the indices based on the Retail Price Index (all items) compiled and published by The Office for National Statistics or any other such index that substitutes the Retail Price Index

"Miscellaneous Sustainable Transport Contribution"

means the sum of nine thousand two hundred and thirty two pounds (£9,232) to be applied to a car sharing scheme, a bike users group and travel information booklet such sum to be allocated in the absolute discretion of the Director

"Occupier Travel Plan"

means the travel plan to be approved by the Council in accordance with the relevant condition attached to the Planning Permission

"Sustainable Transport Contributions"

means together the Travel Plan Coordinator Contribution, the Travel Plan Monitoring Contribution, the Car Club Subsidy and the Miscellaneous Sustainable Transport Contribution

"Travel Plan Coordinator"

means the officer of the Council whose responsibilities include the coordination of the actions as set out in the Occupier Travel Plan

"Travel Plan Coordinator Contribution"

means the sum of nine thousand two hundred and twenty two pounds (£9,222)

"Travel Plan Monitoring Contribution"

means the sum of three thousand two hundred and fifty eight pounds (£3,258)

PART 2

COVENANTS RELATING TO THE SUSTAINABLE TRANSPORT CONTRIBUTIONS

- 1 The Owners covenant:-
 - 1.1 before the first Occupation of the 300th Dwelling to pay the Sustainable Transport Contributions to the Council PROVIDED THAT the Car Club Subsidy shall not be payable if prior to the first Occupation of the 300th Dwelling or the first Occupation of 75% of the Dwellings approved by the Detailed Masterplan in the event that fewer than 400 Dwellings are approved by the Detailed Masterplan as appropriate the Owners serve notice in writing on the Director of their intention to manage the operation of the Car Club in accordance with the Car Club Performance Schedule;
 - 1.2 following the service of a notice under paragraph 1.1 above to manage and operate the Car Club in accordance with the Car Club Performance Schedule to the Council's satisfaction PROVIDED THAT the Developer shall not be obliged to expend in excess of the Car Club Subsidy in complying with this obligation.
- 2 The Sustainable Transport Contributions due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the deed had been retained.
- 3 The Sustainable Transport Contributions have been calculated on the basis that 400 Dwellings will be constructed on the Land and in the event it is proposed that more or less than 400 Dwellings will be constructed on the Land then either:
 - 3.1 the Owners will pay to the Council an amended Sustainable Transport Contribution, or
 - 3.2 the Council will pay to the Owners a balancing sum

in accordance with the timing set out in Clauses 13 and 14 of this Agreement and in accordance with the following formula:-

$$(A \div B) \times C$$

Where:-

A = number of properties actually to be constructed

B = 400

C = £41,261 (index linked in accordance with paragraph 2 of this Part of this Schedule) PROVIDED THAT if notice has been served under 1.1 above C shall equal £21,712 (index linked in accordance with paragraph 2 of this Part of this Schedule).

SCHEDULE 3

FINANCIAL CONTRIBUTION TOWARDS HIGHWAY IMPROVEMENTS

PART 1

DEFINITIONS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS HIGHWAY IMPROVEMENTS

1 The words below shall mean as follows:-

"Highways Contribution"

means the sum of five hundred and eighty two thousand seven hundred and fifty three pounds (£582,753) as a contribution to the cost of the North Fringe Development Major Scheme

"Index"

shall mean the indices based on the Retail Price Index (all items) compiled and published by The Office for National Statistics or any other such index that substitutes the Retail Price Index

"North Fringe Development Major Scheme"

means the transport proposals identified in the South Gloucestershire Local Plan (adopted January 2006 for the benefit of the North Fringe and East Fringe (Emersons Green and Downend) areas (as described in the Council's emerging Core Strategy as at the date of this Agreement) or such other transport measures as may subsequently be adopted by the Council to provide a contemporary response to travel demand in those areas

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS HIGHWAY IMPROVEMENTS

1 The Owners will pay to the Council the Highways Contribution in the following instalments:-

1.1 three hundred thousand pounds (£300,000) upon the first anniversary of first Occupation of the first Dwelling to be Occupied;

1.2 two hundred and eighty two thousand seven hundred and fifty three pounds (£282,753) upon the second anniversary of first Occupation of the first Dwelling to be Occupied;

TOGETHER WITH any additional sum calculated in accordance with paragraph 2 of this part of this Schedule PROVIDED THAT such additional sum shall take into account any and all instalments previously made

2 The Highways Contribution due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the deed had been retained.

3 The Highways Contribution has been calculated on the basis that 400 Dwellings will be constructed on the Land and in the event it is proposed that more or less than 400 Dwellings will be constructed on the Land then either:

3.1 the Owners will pay to the Council an amended Highways Contribution, or

3.2 the Council will pay to the Owners a balancing sum

in accordance with the timing set out in Clauses 13 and 14 of this Agreement and in accordance with the following formula:-

$$(A \div B) \times C$$

Where:-

A = number of properties actually to be constructed

B = 400

C = £582,753 (index linked in accordance with paragraph 2 of this part of this schedule)

SCHEDULE 4
MULTI MODAL INTERCHANGE

PART 1

DEFINITIONS RELATING TO THE MULTI MODAL INTERCHANGE

1 The words below shall mean as follows:-

"Bond"	has the meaning ascribed to it in Schedule 16
"Certificate A"	means a certificate issued by the Director when the MMI Works have been substantially completed to the Director's reasonable satisfaction
"Certificate B"	means a certificate issued by the Director at the end of the MMI Maintenance Period when the Director is satisfied that the MMI Works have been properly maintained and that all defects (if any) have been remedied
"Commuted Sum"	means the sum of One Hundred and Sixty One Thousand Nine Hundred and Twenty One Pounds (£161,921) to be applied to the management and maintenance of the MMI Works which sum shall be increased in accordance with paragraph 7 of Part 2 of this Schedule
"Construction Election Notice"	means written notice to be signed by the Owners and served on the Council electing to directly procure construction of the MMI and specifying which Party(ies) to this Agreement is/are to take this forward
"Contribution Election Notice"	means written notice to be signed by the Owners and served on the Council electing to pay the Cost of Construction to the Council and specifying which Owner(s) is/are to make this payment
"Cost of Construction"	means Nine Hundred and Thirty Nine Thousand Eight Hundred and Seventy Pounds (£939,870) increased in accordance with paragraph 7 of Part 2 of this Schedule
"Council's Completion Notice"	means written notice to be served by the Council on the Owners of the Council's completion of the MMI Works
"Council's Construction Notice"	means written notice to be served by the Council on the Owners of the Council's intention to commence the MMI Works, such notice to specify the anticipated commencement date which shall be no less than fourteen (14) Working Days from the date of the notice
"EGE Development Brief"	means the Emersons Green East Development Brief dated 30 October 2006
"Index"	means the indices based on The Retail Price Index (all items) compiled and published by The Office for National Statistics or any other such Index that substitutes the Retail Price Index
"MMI"	means a multi modal interchange to comprise a minimum of 240 car parking spaces and to be constructed in accordance with the EGE Development Brief, the MMI Scheme and the provisions of this Schedule
"MMI Application"	means planning application reference PK10/0473/F

"MMI Maintenance Period"	means a period of twelve months (12) from the date of issue of Certificate A but if at the end of that period the Director reasonably forms the view that he cannot issue Certificate B the MMI Maintenance Period shall include such further reasonable period as shall elapse until the issue of Certificate B
"MMI Permission"	means any permission granted in respect of the MMI Application
"MMI Plan"	means drawing number 8198-040 revision F annexed as Plan 6 together with such revisions and amendments as may be agreed between the Owners and the Council from time to time
"MMI Scheme"	means the scheme of works to be prepared by the Owners and approved by the Director in accordance with paragraph 1 of Part 2 of this Schedule for the provision of the MMI which shall identify the precise location and boundaries of the MMI which shall be located and provided in all respects in accordance with the requirements set out in the EGE Development Brief and the MMI Plan unless otherwise approved by the Council in writing
"MMI Site"	means the land on which the MMI is constructed the precise location and boundaries of which shall be identified in the MMI Scheme
"MMI Works"	means the works specified in the MMI Scheme
"Owners' Completion Notice"	means written notice to be served by the Owners or any of them on the Council of the Owners' completion of the MMI Works
"Scheme of Co-ordination"	means a scheme to ensure the coordination of construction interfaces (including access to the Green Road) between the MMI Works and the Development
"Services Infrastructure Works"	means any works required in connection with the Development for the installation, use of or maintenance of any Service Media in on over or under the MMI Site to include (but not limited to) gas, electricity, water, foul sewerage and telecommunications infrastructure (including without limitation any surveys or ground investigations)
"Service Media"	means all pipes sewers mains ducts conduits gutters watercourses wires cables channels flues and any other apparatus

PART 2

COVENANTS RELATING TO THE MULTI MODAL INTERCHANGE

1 MMI SCHEME

The Owners shall not Commence the Development without having first obtained the written approval of the Director to the MMI Scheme.

2 ELECTION

The Owners covenant with the Council not to permit the Occupation of the two hundredth (200th) Dwelling unless it has served the Council with either the Construction Election Notice or the Contribution Election Notice.

3 OWNERS TO CONSTRUCT THE MMI

3.1 MMI Works

3.1.1 If the Owners serve the Construction Election Notice pursuant to paragraph 2 of Part 2 of this Schedule the Owners covenant:

- (a) not to permit the Occupation of the four hundredth (400th) Dwelling until they have completed the MMI Works to the satisfaction of the Director
- (b) to maintain the MMI in accordance with paragraph 3.3 of Part 2 of this Schedule

3.2 Issue of Certificate of Completion of the MMI Works

3.2.1 Upon completion of the MMI Works the Owners shall serve the Owners' Completion Notice and upon the Director confirming on inspection that the MMI Works have been satisfactorily completed he shall issue Certificate A to that effect and the Bond relating to the MMI Works shall be reduced by ninety (90) per centum.

3.3 Maintenance Period

3.3.1 Following the issue of Certificate A the Owners shall maintain the MMI for the MMI Maintenance Period and make good any defects arising within the MMI Maintenance Period to the satisfaction of the Director.

3.3.2 At the end of the MMI Maintenance Period the Owners shall give to the Director written notification that the MMI Maintenance Period has expired and subject to the Director being satisfied on inspection that the MMI has been satisfactorily maintained the Director shall issue Certificate B and the Council shall take over the maintenance of the MMI

3.3.3 For the avoidance of doubt if the Director does not issue Certificate B the Owners shall remain responsible for and hereby covenants to ensure the proper maintenance of the MMI and the MMI Maintenance Period shall be extended until such time as Certificate B has been issued and the legal transfer has been completed

3.3.4 The First Owner the Second Owner and the Third Owner covenant upon the issue of Certificate B to deliver a duly executed transfer or transfers of those parts of the MMI Site in their respective ownerships to the Council for the sum of one (£1) pound per transfer incorporating the terms of transfer at Part 3 of this Schedule and using substantially the form of transfer at Appendix 5 of this Agreement

3.3.5 Upon the issue of Certificate B:

- (a) the Bond relating to the MMI Works shall cease to be required; and
- (b) the Owners shall pay the Commuted Sum to the Council;
- (c) the Council shall thereafter:
 - (i) keep and maintain the MMI Site to an appropriate standard commensurate with its use as an MMI; and
 - (ii) be responsible for the maintenance of the boundaries of the MMI Site except where those form the boundary of a Dwelling

4 COUNCIL TO CONSTRUCT THE MMI

4.1 If the Owners serve the Contribution Election Notice pursuant to paragraph 2 of Part 2 of this Schedule:

4.1.1 the Owners covenant:

- (a) not to Occupy more than three hundred (300) Dwellings until:
 - (i) the Cost of Construction has been paid to the Council; and
 - (ii) duly executed transfers of the MMI Site for the sum of one (£1) pound per transfer incorporating the terms of transfer at Part 3 of this Schedule and using substantially the form of transfer at Appendix 5 of this Agreement have been delivered to the Council
- (b) to pay the Commuted Sum within fourteen (14) Working Days of service of the Council's Completion Notice
- (c) when requested to do so by the Council to use Reasonable Endeavours to agree the Scheme of Coordination with the Council

4.1.2 the Council covenants:

- (a) following the transfer of the MMI Site to the Council to:
 - (i) keep and maintain the MMI Site to an appropriate standard commensurate with its use as an MMI; and
 - (ii) be responsible for the maintenance of the boundaries of the MMI Site except where those form the boundary of a Dwelling
- (b) not to commence the MMI Works until it has:
 - (i) served the Council's Construction Notice on the Owners; and
 - (ii) agreed the Scheme of Co-ordination with the Owners
- (c) to construct the MMI in accordance with:
 - (i) the MMI Scheme;
 - (ii) the MMI Plan;
 - (iii) the MMI Permission; and
 - (iv) the Scheme of Co-ordination
- (d) following the transfer of the MMI Site to allow the Owners access to the MMI Site for the purposes of carrying out any Services Infrastructure Works, the Highway Works or the Development as is reasonably necessary at reasonable times at nil cost and upon reasonable prior written notice of at least seven (7) Working Days except in the case of an emergency PROVIDED THAT in doing so the Owners shall cause as little damage as possible and shall make good any such damage forthwith to the Director's satisfaction and the Council shall use Reasonable Endeavours to secure the same access from any third party interests in, on, under, over or related to the MMI Site;

- (e) upon completion of the MMI Works to serve the Council's Completion Notice as soon as reasonably practicable and to open the MMI to the public for their use within twenty eight (28) Working Days of such notice
- (f) to apply the Cost of Construction solely to the provision of the MMI in accordance with the MMI Scheme
- (g) to apply the Commuted Sum solely to the maintenance in perpetuity of the MMI
- (h) to provide to the Owners such evidence as they shall reasonably require in order to confirm the expenditure of the Cost of Construction on the MMI Scheme
- (i) in the event that it has not expended the whole or any part of the Cost of Construction at the expiry of the period of five (5) years commencing with the date of receipt of the Cost of Construction or the transfer of the MMI Site to the Council whichever is the later then any unexpended balance shall be repaid to the payer who made the payment together with interest accrued at the Interest Rate from the date of payment to the date of repayment
- (j) in the event that any part of the MMI Site is not used for the MMI Scheme at the expiry of the period of five (5) years commencing with the date of receipt of the Cost of Construction or the transfer of the MMI Site to the Council whichever is the later ("**Residual Land**"), to transfer the Residual Land at nil cost back to whichever of the Owners and/or the Third Owner transferred the Residual Land to the Council pursuant to paragraph 4.1.1(a)(ii) above and following the date of such transfer the Residual Land shall be free from any restrictions in this Schedule

5 RELEASE FROM OBLIGATION TO PROVIDE MMI

5.1 The Owners and the Third Owner shall be released from the obligations contained in this Schedule if prior to the Occupation of the three hundredth (300th) Dwelling the Council has either:

- 5.1.1 received payment of the Cost of Construction together with the transfer of the MMI Site; or
- 5.1.2 secured funds and land upon which to construct a Multi Modal Interchange in an alternative location which in all other respects meets the requirements of the EGE Development Brief; or
- 5.1.3 the MMI has been provided pursuant to a separate agreement entered into under section 106 of the Act

6 FUTURE CLOSURE OF MMI

6.1 In the event that the MMI is subsequently closed to the public for a continuous period exceeding twelve (12) months, the Council shall transfer the MMI Site at nil cost back to the original Owner or Owners in such constituent parts as the MMI Site was transferred to the Council pursuant to paragraph 3.3.4 or paragraph 4.1.1(a)(ii) of this Part 2 (as applicable) and following the date of such transfer the MMI Site shall be free from any restrictions in this Schedule.

7 INDEX-LINKING

The Commuted Sum and the Cost of Construction both due and payable (having been calculated as at October 2011 prices) shall if not paid on the date hereof be increased in accordance with any increase in the Index between that date and actual payment PROVIDED

THAT if there is any change after the date of this deed in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the deed had been retained.

8 CREATION OF RIGHTS

The Owners and the Third Owner shall not following the date of this Deed create or grant any rights easements quasi-easements or privileges over the MMI Site which might in any way affect the use of or the access to the MMI Site as envisaged under this Deed.

PART 3

TERMS AND CONDITIONS OF TRANSFER OF THE MULTI MODAL INTERCHANGE

1 TRANSFER OF THE MMI SITE

- 1.1 The Owners and the Third Owner covenant to transfer their landholdings in the MMI Site to the Council and the Council covenants to accept the transfer upon the terms and conditions set out in this Schedule.

2 PRICE

- 2.1 The price shall be One Pound (£1.00) per transfer payable on completion.

3 TITLE

- 3.1.1 The Owners and the Third Owner shall at their own expense:

- (a) deduce a good and marketable title free from any financial or other charge; and
- (b) provide adequate plans showing the MMI Site for use in connection with the transfer.

4 COVENANT FOR TITLE

- 4.1 The Owners and the Third Owner shall convey with full title guarantee.

5 MATTERS SUBJECT TO WHICH MMI SITE SOLD

- 5.1.1 The MMI Site is sold subject to and with the benefit of (as the case may be):

- (a) all matters registered as local land charges;
- (b) all notices orders proposals or requirements affecting or relating to the MMI Site given or made by any government department statutory undertaking or other public or local authority of which notice is given; and
- (c) all rights easements quasi-easements and privileges in the nature of light air drainage way and passage and other like rights used or enjoyed over the MMI Site and of which notice has been given.

- 5.1.2 The MMI Site is sold subject to all matters disclosed in writing to the Council prior to the date hereof by the relevant owners' solicitors.

5.1.3 The Council may elect to nominate an alternative transferee in respect of the MMI Site or any part thereof and such transfer shall likewise be in accordance with the terms and conditions contained in this Schedule.

5.1.4 In such transfers the Council (or such other person or body nominated as aforesaid) shall undertake with the Owners and the Third Owner (as appropriate) (in their personal capacity only) to hold the MMI Site for use as a multi modal interchange as envisaged in the EGE Development Brief (and appropriate restrictions shall be included in the Proprietorship and Charges Register at the Land Registry to secure covenants to be entered into for compliance with the provisions of this Schedule) and in the event that the Council or other nominated transferee wishes to use the MMI Site for any purpose other than for use as a multi-modal interchange then they may only do so with the written approval of the Owners and the Third Owner and in the absence of such approval the MMI Site shall be transferred back to the Owners and the Third Owner in such constituent parts as the MMI Site was transferred to the Council.

6 INCORPORATING STANDARD CONDITIONS OF SALE

6.1.1 The Standard Conditions of Sale (Fifth Edition) shall apply to this transfer insofar as the same are applicable to a sale of the MMI by private treaty and are not otherwise inconsistent with the terms of this Deed or excluded hereby.

6.1.2 The following provisions of the said Standard Conditions of Sale shall not apply:-

2.3 3.1.4 3.2.2 3.3 4.4 4.6.2 5.1.2 to 5.1.6 5.2.2(b) to (f) inclusive 6.1 and 8.

7 BOUNDARIES

7.1 The precise boundaries of the MMI Site to be transferred are to be agreed in writing between the parties in the MMI Scheme and this will include confirmation of the legal ownership of any abutting ponds watercourses and ditches.

7.2 The Council shall be responsible for the ongoing maintenance of the boundary treatments.

8 VACANT POSSESSION

8.1 Vacant possession shall be given on completion.

9 DATE OF COMPLETION

9.1 Completion shall take place at the Council Offices as soon as reasonably practicable following the issue of Certificate B or otherwise as agreed in writing between the parties.

SCHEDULE 5
CONTRIBUTION TO THE PROVISION OF A FOOTBRIDGE
PART 1

DEFINITIONS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS THE FOOTBRIDGE

1 The words below shall mean as follows:-

"Design Fees"

shall mean forty seven thousand three hundred and thirty two pounds (£47,332)

"Footbridge"

shall mean a 5 metre wide footbridge to be constructed by the Council as shown in principle on the Footbridge Drawing

"Footbridge Contribution"

shall mean eight hundred and ninety nine thousand three hundred and fifteen pounds (£899,315)

"Footbridge Drawing"

shall mean drawing number 6198-036 revision A annexed as Plan 7 to this Agreement

"Index"

shall mean the indices based on the Royal Institution of Chartered Surveyors Building Cost Index

"Scheme of Works"

means the scheme of works to be prepared by the Director and approved by the Owners for the provision of the Footbridge which shall identify as a minimum:

- the precise location of the Footbridge,
- an outline of the Footbridge design sufficient to assess the impact of the Footbridge on the Land which shall include plans elevations and sections but not working drawings and any associated proposals for the linking of footpaths and cycleways,
- a method statement of construction,
- a swept path analysis which demonstrates that the vehicles to be used for the purposes of construction of the Footbridge can safely traverse the corners and junctions of the Development,
- access routes to be used by construction traffic across the Land including ground levels and turning circles,
- types of vehicles that will use the identified access routes,
- the period of time during which access will be required,
- location of any building compound(s), which shall not be located such that it would inhibit the Owners' programme of construction or sale of the Dwellings,
- measures to minimise disruption to the Land and any occupants of the Dwellings during the construction of the Footbridge

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS THE FOOTBRIDGE

- 1 The Owners will within one (1) month of the grant of the approval by the Council of the Detailed Masterplan pay to the Council the Design Fees (together with any additional sum calculated in accordance with paragraph 3 of this part of this Schedule) as a contribution towards the Council's costs of preparing the Scheme of Works PROVIDED THAT in the event that the Council confirms in writing that it has received under a Related Planning Agreement a sum equivalent to the Design Fees (increased in accordance with the Index) for the funding of the Footbridge the Owners shall be released from the obligation to pay the Design Fees.
- 2 The Owners will before the first Occupation of the 300th EGE Dwelling pay to the Council the Footbridge Contribution (together with any additional sum calculated in accordance with paragraph 3 of this part of this Schedule) as a contribution towards the cost of construction of a new 5 metre wide footbridge PROVIDED THAT in the event that the Council confirms in writing that it has received under a Related Planning Agreement a sum equivalent to the Footbridge Contribution (increased in accordance with the Index) for the funding of the Footbridge the Owners shall be released from the obligation to pay the Footbridge Contribution and no restriction upon the number of Dwellings that may be transferred shall apply under this Schedule.
- 3 The Design Fees and the Footbridge Contribution due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increase in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained.
- 4 Upon written request by the Owners the Council will repay to the Owners any balance of the Design Fees and the Footbridge Contribution paid by the Owners which has not been expended (or contracted to be spent) together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of five years of the date of receipt by the Council of such payment. Any part of the contribution which the Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council prior to that date.
- 5 The Owners shall afford to the Council full rights of access to those parts of the Land as may be agreed in the Scheme of Works for the purposes of carrying out the works in connection with the construction of the Footbridge and the Owners shall permit such access at all reasonable times detailed in the Scheme of Works at nil cost and upon reasonable prior written notice of at least seven (7) Working Days except in the case of an emergency to the Council and its agents, officers, employees and invitees in order to facilitate the construction of the Footbridge and shall use Reasonable Endeavours to secure the same access from any third party interests in, on, under, over or related to the Land.
- 6 The Council covenants:
 - 6.1 to indemnify and keep indemnified the Owners against: any claim for compensation charge expense or other demand arising at any time in connection with or incidental to the construction of the Footbridge;
 - 6.2 to keep and maintain the Footbridge to an appropriate standard commensurate with its use as a highway footbridge;
 - 6.3 within three (3) months of receipt of the Design Fees to produce the Scheme of Works;

- 6.4 in developing the Scheme of Works and in the construction of the Footbridge to use reasonable endeavours to minimise the amount of access required to be made through the Land while maximising use of access from the Avon Ring Road;
- 6.5 not to commence construction of the Footbridge until the Scheme of Works has been agreed by the Owners such agreement not to be unreasonably withheld or delayed;
- 6.6 to give to the Owners at least sixty (60) days written notice prior to commencement of construction of the Footbridge;
- 6.7 to commence construction of the Footbridge within three (3) months of receipt of the Footbridge Contribution;
- 6.8 to construct the Footbridge in accordance with the Scheme of Works;
- 6.9 to use reasonable endeavours to complete construction of the Footbridge within six (6) months of commencement of construction of the Footbridge;
- 6.10 upon completion of the Footbridge to open the Footbridge to the public for their use within twenty eight (28) Working Days of completion;
- 6.11 to apply the Footbridge Contribution solely to the provision of the Footbridge in accordance with the Scheme of Works;
- 6.12 to provide to the Owners such evidence as they shall reasonably require in order to confirm the expenditure of the Footbridge Contribution.

SCHEDULE 6

FINANCIAL CONTRIBUTION TO PUBLIC TRANSPORT PROVISION

PART 1

DEFINITIONS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS PUBLIC TRANSPORT PROVISION

1 The words below shall mean as follows:-

"Index"

means the indices based on the Retail Price Index (all items) compiled and published by The Office for National Statistics or any other such index that substitutes the Retail Price Index

"Public Transport Contribution"

means the sum of three hundred and fifty three thousand six hundred and ninety pounds (£353,690) to be paid by the Owners towards the provision of the Public Transport Services

"Public Transport Services"

means the public transport services as set out in principle in Appendix 3

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS PUBLIC TRANSPORT

1 The Owners will pay the Public Transport Contribution to the Council in the following instalments:-

1.1 one hundred and seventeen thousand eight hundred and ninety six pounds (£117,896) on the first Occupancy of the 100th Dwelling (the "First Public Transport Payment");

1.2 one hundred and seventeen thousand eight hundred and ninety seven pounds (£117,897) on the first anniversary of the First Public Transport Payment;

1.3 one hundred and seventeen thousand eight hundred and ninety seven pounds (£117,897) on the second anniversary of the First Public Transport Payment;

TOGETHER WITH any additional sum calculated in accordance with paragraph 2 of this part of this Schedule PROVIDED THAT such additional sum shall take into account any and all instalments previously made.

2 The Public Transport Contribution due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained.

3 The Public Transport Contribution has been calculated on the basis that 400 Dwellings will be constructed on the Land and in the event it is proposed that more or less than 400 Dwellings will be constructed on the Land then either:

3.1 the Owners will pay to the Council an amended Public Transport Contribution (together with the additional sum calculated in accordance with paragraph 2 of this Part of this Schedule), or

3.2 the Council will pay to the Owners a balancing sum

in accordance with the timing set out in Clauses 13 and 14 of this Agreement and in accordance with the following formula:-

$$(A \div B) \times C$$

Where:-

A = number of properties actually to be constructed

B = 400

C = £ 353,690 index linked in accordance with paragraph 2 of this Part of this Schedule

SCHEDULE 7

SEGREGATED PUBLIC TRANSPORT ROUTE

PART 1

DEFINITIONS RELATING TO A SEGREGATED PUBLIC TRANSPORT ROUTE

1 The words below shall mean as follows:-

“PTL Acquisition Notice”

means the notice referred to in paragraph 1.2.1 requiring the Relevant Public Transport Land to be transferred

“Public Transport Land”

means the strip of land 11m wide measured from the edge of the carriageway of Avon Ring Road A4171 shown coloured green on drawing PL_004 Rev A annexed as Plan 8 to this Agreement

“Public Transport Scheme”

means a rapid transport scheme promoted by or on behalf of the Council along the route of the Relevant Public Transport Land

“Public Transport Study”

means a study to examine proposals for public transport links and modal share between the Development and surrounding areas

“Relevant Public Transport Land”

means so much of the Public Transport Land as lies within the Land

PART 2

COVENANTS RELATING TO A SEGREGATED PUBLIC TRANSPORT ROUTE THROUGH THE LAND

1

1.1 The Owners hereby covenant with the Council that they will for a period of 18 years from the date hereof keep the Relevant Public Transport Land clear of development (as the same is defined by section 55 of the Act), and of the planting of new trees, and shall not permit any part of it to be incorporated into the residential curtilage of any Dwelling, to the intent that if the Relevant Public Transport Land should during those 18 years be needed for the construction of the Public Transport Scheme then no demolition or removal of trees (other than those, if any, currently on the Relevant Public Transport Land) would be necessary PROVIDED THAT if at any time before the lapse of 18 years from the date hereof it becomes clear to the Council acting at its reasonable discretion that the Relevant Public Transport Land will not be required for the Public Transport Scheme then it will as soon as practicable so notify the Owners whereupon the obligations contained in this Schedule other than paragraph 1.9 of this part of this Schedule shall be deemed to have been determined although without prejudice to the continuance of any other provisions of this Schedule which then remain to be fulfilled.

Transfer of the Relevant Public Transport Land

1.2 The Council and the Owners in relation to the Land hereby agree as follows:

1.2.1 at any time within 18 years of the date hereof the Council may by service of the PTL Acquisition Notice require that the Relevant Public Transport Land be transferred to the Council or its nominee or assignee by the Owners and where the

PTL Acquisition Notice is served the giving of such notice shall constitute a binding contract for the transfer of the Relevant Public Transport Land from the Owners on the terms and conditions set out in this Schedule;

- 1.2.2 that the Council's right contained in this Schedule to acquire the Relevant Public Transport Land shall constitute an option.
- 1.3 The Owners with full title guarantee hereby grant to the Council in relation to the Relevant Public Transport Land the following rights capable of exercise by the Council (its licensees or agents) or its nominee (being the promoter or potential promoter of the Public Transport Scheme) at any time prior to the transfer of the Relevant Public Transport Land pursuant to paragraph 1.2 namely:
 - 1.3.1 the right to enter on the Relevant Public Transport Land or any part thereof for the purposes of site investigations including digging boreholes or any other activity reasonably necessary for the preparation and formulation of proposals to implement the Public Transport Scheme over the Relevant Public Transport Land;
 - 1.3.2 the right to enter on the Relevant Public Transport Land for all purposes reasonably necessary for the construction of the Public Transport Scheme at any time following the service on the Owners of the PTL Acquisition Notice.
- 1.4 In exercising the rights conferred at paragraph 1.3 the Council agrees:
 - 1.4.1 to give not less than 28 days written notice of the intention to enter the Land;
 - 1.4.2 to exercise the rights for the purpose of gaining access to the Relevant Public Transport Land over such routes as the Owners shall determine with a view to avoiding any prejudice to the Development or any other development of the Land or any part thereof;
 - 1.4.3 to cause as little damage to the Land as possible and forthwith make good all damage done;
 - 1.4.4 not to interfere with the occupation of any part of the Land by any occupier or enter any building on the Land;
 - 1.4.5 to procure at its own cost and expense that any damage caused to the Land including any building thereon shall promptly be made good and the Council shall indemnify the Owners (and any person deriving title under them) in respect of any loss or liability arising from any damage so caused or any failure of the Council to make good the same promptly.
- 1.5 The Council agrees at all times:
 - 1.5.1 to procure at its own cost and expense that any damage caused to the Land (excluding the Relevant Public Transport Land) including any building thereon during the construction of the Public Transport Scheme (including damage incurred in the provision and laying of services to the Relevant Public Transport Land) shall promptly be made good and the Council shall indemnify the Owners (and any person deriving title under them) in respect of any loss or liability arising from any damage so caused or any failure of the Council to make good the same promptly.
- 1.6 It is hereby agreed and declared by the Owners and the Council that if the construction of the Public Transport Scheme does not commence upon the Relevant Public Transport Land within five years of the date of the PTL Acquisition Notice then such notice shall be treated as void but the Council may initiate the procedures contained at paragraph 1.2.1 again by serving another (or if need be more) PTL Acquisition Notice(s) providing that 18 years has not elapsed from the date of this agreement whereafter no further PTL Acquisition Notice may be served.
- 1.7 The transfer of the Relevant Public Transport Land to the Council shall contain the following provisions:

- 1.7.1 the purchase price payable by the Council to the Owners for the Relevant Public Transport Land shall be one pound (£1);
- 1.7.2 completion of the transfer of the Relevant Public Transport Land to the Council shall take place one month after the date of the PTL Acquisition Notice and a deed of transfer of that date shall be executed by both parties;
- 1.7.3 the interest transferred to the Council shall be freehold subject to such incumbrances as affect the same at the date hereof including this agreement and any other matter contemplated by this agreement (other than financial charges) or subsequently agreed by the Council and subject as hereinafter provided with vacant possession and the Owners shall deduce good marketable title to the Relevant Public Transport Land in accord with section 110 of the Land Registration Act 1925;
- 1.7.4 the Owners shall transfer with full title guarantee subject only as herein provided;
- 1.7.5 a grant by the Owners to the Council of all rights of access and passage of services and other rights reasonably necessary for the construction and future operations and beneficial enjoyment of the Public Transport Scheme such rights to be in a location and exercised in a manner which does not limit constrain or delay the carrying out of the Development or any part thereof;
- 1.7.6 a reservation or grant as the case may be in favour of the Owners of all rights of access and for the construction maintenance repair renewal and passage of services and rights of support and rights of entry reasonably necessary for the purposes of the Land or the Development to be exercised in a manner which will not limit constrain or delay the construction or future operation of the Public Transport Scheme or any part thereof;
- 1.7.7 a covenant by the Council not to use the Relevant Public Transport Land otherwise than for purposes associated with the construction and future operation of the Public Transport Scheme and to procure like covenants from any successors in title and others deriving title under the Council or any nominee or successor and/or providers of services in connection with the Public Transport Scheme (including the imposition of restrictions to the Land Registry in the Proprietorship and Charges Register to secure covenants to be entered into for compliance with the provisions of this paragraph);
- 1.7.8 covenants by the Council's nominees hereinafter provided to comply with all the obligations of the Council in this paragraph coupled with Land Registry restrictions to the effect that there shall be no transfer lease charge or other disposal of the Relevant Public Transport Land unless the solicitors for the Owners shall certify that the nominee has entered into a deed of covenant with the Owners and their successors in title to comply with the provisions of this paragraph 1.7 in relation to the Relevant Public Transport Land and to the effect that there shall be no such transfer lease charge or other disposal unless the relevant instrument shall contain an application to the Land Registry to register restrictions in the Proprietorship and Charges Registers in the like terms as herein provided;
- 1.7.9 a declaration to the effect that section 62 of the Law of Property Act 1925 shall not apply in relation to the transfer of the Relevant Public Transport Land with rights for the Owners and those deriving title through or under it to build or otherwise develop the Land, or any part thereof notwithstanding any interference with any light or air which may otherwise be enjoyed by the Relevant Public Transport Land or any part of it;
- 1.7.10 provisions providing for the reverter of the Relevant Public Transport Land to the Owners or their nominated successors in title to adjoining land if at any time the same ceases to be used for the purposes for which such acquisition has been authorised;

- 1.7.11 an indemnity by the Council in respect of any liability under any incumbrances affecting the land (other than financial charges) so far as the same relate to the Relevant Public Transport Land and are occasioned by acts or omissions by the Council including in particular this agreement and any other agreement which the Owners may with the prior approval of the Council (such approval not to be unreasonably withheld) enter into relating to the provision of services which may affect the Relevant Public Transport Land or any part of it and the Council agrees, at the request of the Owners, to join in any deed which may be reasonably required by any statutory undertaker or utility company for the purpose of consenting to or otherwise effecting the grant of such easements and covenants as may be required by such statutory undertaker or utility company;
- 1.7.12 such other provisions as the Owners may reasonably require with a view to safeguarding the development or prospective development of the Land which do not materially prejudice the provision of the Public Transport Scheme on the Relevant Public Transport Land and which if not agreed shall be determined in accordance with the dispute procedure contained in paragraph 22;
- 1.7.13 if there shall be any disagreement as to the form of the transfer it shall be settled in accordance with the dispute procedure contained in paragraph 22.
- 1.8 The Council shall have the right following service of a PTL Acquisition Notice to nominate an alternative person (being the promoter of the Public Transport Scheme) to be the person to whom any transfer of the Relevant Public Transport Land shall be made and in the event of such nomination the Owners shall transfer the Relevant Public Transport Land to such nominee in lieu of the Council in accordance with the provisions of this Schedule.
- 1.9 The Owners hereby covenant with the Council that unless or until the Relevant Public Transport Land is transferred to the Council pursuant to this Schedule it shall be maintained by the Owners in accordance with a landscaping scheme which shall be submitted to and approved in writing by the Council prior to the Commencement of the Development.

SCHEDULE 8
PUBLIC ART FUNDING

PART 1

DEFINITIONS RELATING TO ART

1 The words below shall mean as follows:-

"Art Funding"

means the funding of public art to a value of Fifteen thousand seven hundred and ninety eight pounds (£15,798) or as otherwise calculated in accordance with the formula set out at paragraph 6 of Part 2 of this Schedule in accordance with the Public Art Plan

"Index"

means the indices based on the Retail Prices Index (all items) compiled and published by the Office of National Statistics or any other such index that substitutes the Retail Prices Index

"Public Art Plan"

means the scheme or schemes to be submitted in accordance with paragraph 1 of Part 2 to this Schedule

"Public Art Strategy"

means the strategy which will set out the principles for the provision of public art for the whole of the Emersons Green East Development Area which is to be prepared under the provisions of the GHQ Agreement

PART 2

COVENANTS RELATING TO ART

1 SUBMISSION OF PUBLIC ART PLAN

1.1 Prior to the Commencement of the Development at their expense and at the earliest opportunity the Owners shall submit for the approval of the Director a Public Art Plan for the Development.

1.2 The Public Art Plan shall take account of the Public Art Strategy PROVIDED THAT in the event that the Public Art Strategy has not been approved by the Council at the date of Commencement the Owners shall consult with the signatories to the GHQ Agreement prior to preparing the Public Art Plan and the Public Art Plan will set out how the public art proposed will link to the wider site and context within the Emersons Green East Development Area.

1.3 The Public Art Plan shall be produced by a recognised public art consultant or lead artist appointed in agreement with the Director or his representative.

2 APPROVAL OF PUBLIC ART PLAN

The Owners shall not Commence the Development without first obtaining the written approval of the Director to the Public Art Plan (which shall not be unreasonably withheld or delayed).

3 COMPLIANCE WITH PUBLIC ART PLAN

The Owners shall implement the Public Art Plan in relation to the Development (unless otherwise agreed with the Director) SAVE THAT nothing in this Schedule shall oblige the Owners to expend more than the Art Funding on implementing the Public Art Plan.

4 CONTRIBUTION TO ART

- 4.1 The Owners shall use their Reasonable Endeavours to expend the Art Funding in accordance with the Public Art Plan prior to the first Occupation of the 300th Dwelling or in the event that fewer than 400 Dwellings are approved by the Detailed Masterplan prior to the first Occupation of 75% of the Dwellings approved by the Detailed Masterplan.
- 4.2 The Owners shall provide an account to the Director at the expiry of one year after the first Occupation of 300 Dwellings or 75% of Dwellings approved by the Detailed Masterplan as appropriate of all the sums so expended and any part of the Art Funding not so expended shall be paid to the Council to be applied in accordance with paragraph 1.1 of Part 2 to this Schedule unless a timetable for the expenditure of the outstanding amount by the Developer has been otherwise agreed in writing between the Council and the Owners.
- 4.3 The Owners shall obtain any planning permission or any other consents necessary for the carrying out of any works pursuant to the Public Art Plan.
- 4.4 In the event of any artworks being located on public open space which is to be adopted by the Council a sum is to be identified and agreed as part of the Public Art Plan and shall be paid to the Council to cover future maintenance of the artworks on adoption of the public open space by the Council.

5 INDEXATION

The Art Funding due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained.

6 CALCULATION OF ART FUNDING

The Art Funding has been calculated on the basis that 400 Dwellings will be constructed on the Land and in the event it is proposed that more or less than 400 Dwellings will be constructed on the Land the amount to be expended on the Art Funding will be amended in accordance with the following formula:-

$$(A \div B) \times C$$

Where:-

A = number of properties actually to be constructed

B = 400

C = £15,798 (index linked in accordance with paragraph 5 of this Part of this Schedule)

7 ACCOUNT

The Owners shall maintain a schedule of expenditure in relation to the Art Funding and shall make that schedule available to the Director upon receipt of a request in writing provided that such requests shall not be made at less than twelve (12) monthly intervals.

SCHEDULE 9

OPEN SPACES

PART 1

DEFINITIONS RELATING TO THE OPEN SPACES

“Certificate A”

means the certificate of completion referred to in Paragraphs 6.1 and 6.2 of Part 3 of this Schedule

“Certificate B”

means a certificate issued by the Director at the end of the Open Space Maintenance Period when the Director is satisfied that the relevant Open Space Phase has been properly maintained

“Council Play Policy”

means the Council’s Play Policy 2006 or the latest published version at the date of a relevant Reserved Matters Application

The “Index”

means the indices based on the Updating Percentages published by the Building Cost Information Service for the Schedule of Rates for Grounds Maintenance 1987

“Incidental Open Spaces”

means those areas of land not forming part of the defined Open Spaces but which the Owners and the Council may agree after the date of this Agreement should be laid out as open spaces and such open spaces are to be provided in large or linear spaces where each space is a minimum size of 500 square metres and connected by a footpath route to another part or parts of the Open Spaces

The “Landscaping Scheme”

means the details of hard and soft landscape works required to be submitted and approved under conditions 1 and 10 of the Planning Permission insofar as they relate to Open Spaces and any Incidental Open Spaces a timetable for its delivery and availability for use by the public

“Management Entity”

means a company elected by the Owners under paragraph 1.1.2 of Part 2 of this Schedule to be responsible for the management and maintenance of the Open Spaces the Incidental Open Spaces and in perpetuity on behalf of the residents of the Development for so long as the Development remains in existence and subject to the terms of the Planning Permission and which is approved in writing by the Director

“Management Regime”

means a framework for the Management Entity setting out its purpose, powers, responsibilities and internal procedures as regards the management and maintenance of the Open Spaces and the Incidental Open Spaces and shall include the details set out in Appendix 4

“NEAP”

means a Neighbourhood Equipped Area of Play with a minimum activity zone of not less than 0.1 Ha in size to be shown on the Detailed Masterplan to be approved by the Council designated and equipped mainly for older children but with opportunities for play for younger

children too meeting Fields in Trust and Royal Society for the Prevention of Accidents guidelines and the Council's Play Policy and including seating bins and play area signage unless otherwise agreed by the Council

The "Open Spaces"

means a total area of not less than 0.4 hectares of public open space (including the NEAP and Teenage Shelter and an Unequipped Play Space area as shown in the Open Space Plan) together with any Incidental Open Spaces which land is to be set aside for public open space and/or recreational and/or other related purposes the precise location of which shall be set out in the Detailed Masterplan and amended (if necessary) by subsequent Reserved Matters Applications and Open Space shall mean any one of them

The "Open Space Maintenance Contribution"

means the sum referred to in Paragraph 4.1.1 of Part 4 of this Schedule being a sum or sums payable to the Council towards the adoption and maintenance of the Open Spaces and any Incidental Open Spaces pursuant to paragraph 4.2 of Part 4 of this Schedule to be calculated in accordance with paragraph 5.1 of Part 4 which sum shall be increased in accordance with paragraph 5.2 of Part 4.

The "Open Space Maintenance Period"

means a period or periods of a minimum of twelve months from the date of Certificate A but if at the end of that period the Director forms the view that he cannot issue Certificate B the Open Space Maintenance Period shall include such further period as shall elapse until the issue of Certificate B for the Open Spaces to which the Certificate A relates

"Open Space Plan"

means the Landscape Framework Plan within the Design and Access Statement (November 2010) Appendix A- Application Plans Figure 45

"Open Space Phase"

means a phase of one or more part of the Open Spaces or Incidental Open Spaces to be identified as part of the Reserved Matters Application(s) save that if the Open Spaces are developed in one phase then it shall mean the Open Spaces

"Rentcharge"

means the perpetual yearly variable estate rentcharge imposed on each Dwelling to be paid to the Management Entity to cover the annual costs of complying with its obligations under the Management Regime PROVIDED ALWAYS THAT the rentcharge on each individual Dwelling shall be an equal share of the total annual costs incurred by the Management Entity in relation to the Open Spaces and any Incidental Open Spaces PROVIDED FURTHER THAT nothing in this Schedule shall require the payment of such rentcharge by the occupier of any Affordable Dwelling as defined in Schedule 15 of this Agreement

"Site Compound"

means any area used for siting offices toilets fuel tanks cabins storage containers the storage of materials and the construction of temporary roads and hardstandings

"Teenage Shelter"

means a teenage shelter to be provided in accordance with the Design and Access Statement at a location separate from the NEAP to be shown on the Detailed Masterplan to be approved by the Council.

“Unequipped Play Space”

means an area of not less than 0.3 hectares of Category 3 open space as defined in the South Gloucestershire Local Plan 2006 to be shown on the Detailed Masterplan to be approved by the Council.

PART 2

ELECTION TO FUTURE OWNERSHIP MANAGEMENT AND MAINTENANCE

1 RESTRICTION ON COMMENCEMENT OF DEVELOPMENT

1.1 The Owners shall not Commence the Development unless it has first elected either to:

1.1.1 transfer the Open Spaces to the Council in accordance with the terms of Part 4 of this Schedule and confirmed its decision in writing;

OR

1.1.2 transfer the Open Spaces to a Management Entity in accordance with Part 6 of this Schedule and obtained the approval of the Council to the Management Entity and the Management Regime.

1.2 In the event that the Owners elect to transfer the Open Spaces to a Management Entity under paragraph 1.1.2 above it shall:

1.2.1 supply such information to the Council about the proposed Management Entity as the Council may reasonably require;

1.2.2 submit to the Council for approval a detailed Management Regime based on and addressing the matters set out in Appendix 4;

1.2.3 submit to the Council for approval the form of transfer for the disposal of Dwellings such approval to be limited to approval of the terms relating to the imposition and enforceability of the Rentcharge; and

1.2.4 not Commence the Development unless it has first obtained the approval of the Council to the Management Entity the Management Regime and to the extent of the matters referred to in paragraph 1.2.3 above the form of transfer (such approvals not to be unreasonably withheld or delayed).

PART 3

COVENANTS RELATING TO THE OPEN SPACES

1 LANDSCAPING SCHEME

The Owners shall layout the Open Spaces and any Incidental Open Spaces in accordance with the Landscaping Scheme and paragraph 2.1 below.

2 LANDSCAPING WORKS

2.1 The following shall be provided ready and available for use and equipped in accordance with the Landscaping Scheme or as otherwise approved by the Director:

2.1.1 the NEAP and Teenage Shelter prior to the first legal transfer of the 100th Dwelling

2.1.2 the Unequipped Play Area prior to the first legal transfer of the 200th Dwelling;

3 SITE COMPOUND

The Owners shall not at any time use any part of the Open Spaces as a Site Compound.

4 EXISTING HEDGES AND TREES

The Owners shall not remove any existing hedges or fell any existing trees prior to the approval of or other than in accordance with the Landscaping Scheme.

5 CREATION OF RIGHTS

The Owners shall not following the approval of the Detailed Masterplan for the Development create or grant any rights easements quasi-easements or privileges over the Open Spaces which might in any way affect the use of or the access to the Open Spaces as envisaged under this Agreement.

6 ISSUE OF CERTIFICATE OF COMPLETION OF THE LANDSCAPING WORKS

6.1 Upon completion of each Open Space Phase the Owners shall give to the Director written notification to that effect and the Director shall inspect the relevant Open Space Phase within twenty (20) Working Days. Any failure to inspect within this period shall be treated as the Director's deemed approval to the completion and Certificate A shall be deemed to have been issued.

6.2 Upon the Director confirming on inspection that the relevant Open Space Phase has been satisfactorily completed he shall issue Certificate A to that effect and the Bond requirement (as defined in Schedule 16 to this Agreement) relating to that Open Space Phase shall be reduced by ninety (90%) per centum.

6.3 If the Director on inspection does not issue Certificate A in respect of any Open Space Phase the Director shall:

6.3.1 give his reasons for not doing so; and

6.3.2 re-inspect the relevant Open Space Phase within twenty (20) Working Days of the Owners giving notice that his reasons have been addressed and the provisions of this paragraph 6 shall apply mutatis mutandis to the re-inspection.

PART 4

COVENANTS RELATING TO TRANSFER OF OPEN SPACES TO THE COUNCIL

The provisions of this Part 4 and Part 5 of this Schedule shall apply to all of the Open Spaces and Incidental Open Spaces where an election has been made under paragraph 1.1.1 of Part 2 of this Schedule.

1 OPEN SPACE MAINTENANCE PERIOD

Following the issue of Certificate A the Owners shall maintain the relevant Open Space Phase to which the Certificate relates for the Open Space Maintenance Period and make good any defects arising within the Open Space Maintenance Period to the satisfaction of the Director acting reasonably.

2 REPLACEMENT OF TREES AND SHRUBS

If during a period of 2 years after the planting of any tree or shrub forming part of the Landscaping Scheme such tree or shrub should for any reason die or be removed or felled the Owners shall to the satisfaction of the Director replace that tree or shrub with another of the same or similar species and size during the next planting season.

3 ISSUE OF CERTIFICATE OF COMPLETION OF OPEN SPACE MAINTENANCE PERIOD

3.1 At the end of each Open Space Maintenance Period the Owners shall give to the Director twenty (20) Working Days written notification that the relevant Open Space Maintenance Period is due to expire.

- 3.2 Within twenty (20) Working Days of the expiry of the relevant Open Space Maintenance Period the Director shall inspect the relevant Open Space Phase and any failure to inspect within this period shall be treated as the Director's deemed approval to the maintenance of the relevant Open Space Phase and Certificate B shall be deemed to have been issued.
- 3.3 Upon the Director being satisfied on inspection that the relevant Open Space Phase has been satisfactorily maintained the Director shall issue Certificate B to that effect.
- 3.4 If the Director on inspection does not issue Certificate B in respect of any Open Space Phase:
- 3.4.1 the Director shall give his reasons for not doing so;
- 3.4.2 the Director shall re-inspect the relevant Open Space Phase within twenty (20) Working Days of the Owners giving notice that his reasons have been addressed and the provisions of this paragraph 3 shall apply mutatis mutandis to the re-inspection; and
- 3.4.3 the Owners shall remain responsible for and hereby covenant to ensure the proper maintenance of the relevant Open Space Phase and the Open Space Maintenance Period shall be extended until such time as Certificate B has been issued and the legal transfer completed.

4 TRANSFER OF OPEN SPACE

- 4.1 Upon the issue of Certificate B by the Director for any Open Space Phase the Owners shall:
- 4.1.1 pay to the Council a proportionate amount of the Open Space Maintenance Contribution attributable to the Open Space Phase to which the Certificate B relates; and
- 4.1.2 offer to transfer to the Council in consideration of the sum of one (£1.00) pound the Open Space Phase to which the Certificate B relates using substantially the form of transfer set out at Appendix 5.
- 4.2 Upon the completion of the legal transfer of any Open Space Phase the Council shall take over the maintenance of that Open Space Phase.
- 4.3 Within one month of the issue of Certificate B in respect of the relevant Open Space Phase the Owners shall at their own expense have:
- 4.3.1 provided a good and proper title to the Open Space Phase;
- 4.3.2 offered to transfer to the Council in consideration of the sum of One Pound (£1.00) all the land comprising the Open Space Phase upon the terms and conditions set out in Part 5 of this Schedule;
- 4.3.3 paid the Council's reasonable and proper legal costs and expenses associated with the transfer; and
- 4.3.4 paid the relevant proportion of Open Space Maintenance Contribution attributable to that Open Space Phase.
- 4.4 The Council may nominate an alternative body to take a transfer of the Open Spaces or any part of them and such transfer shall likewise be in accordance with the terms and conditions contained in Part 5 of this Schedule PROVIDED THAT such nomination must be received by the Owners within 14 days of the Council issuing Certificate B and must be approved in writing by the Owners

5 CALCULATION OF OPEN SPACE MAINTENANCE CONTRIBUTION

- 5.1 The Open Space Maintenance Contribution shall be calculated by using the following formula:
 $A \times B = C$

Where:-

A = area in square metres of the Open Space Phase to be transferred to the Council

B = £25.69 per square metre

C = Open Space Maintenance Contribution payable in respect of the relevant Open Space Phase

- 5.2 The Open Space Maintenance Contribution due and payable (having been calculated at October 2011 prices) shall if not paid on the date hereof be increased in accordance with any increase in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of this Agreement had been retained

PART 5

CONDITIONS OF TRANSFER TO COUNCIL

1 PRICE

The price shall be One Pound (£1.00) payable on completion

2 TITLE

- 2.1 The Owners shall at their own expense:

- 2.1.1 deduce a good and marketable title free from any financial or other charge;
- 2.1.2 provide adequate plans showing the Open Space Phase to which the transfer relates for use in connection with the transfer.

3 COVENANT FOR TITLE

The Owners shall convey with full title guarantee.

4 MATTERS SUBJECT TO WHICH LAND SOLD

- 4.1 The land is sold subject to and with the benefit of (as the case may be):

- 4.1.1 all matters registered as local land charges;
- 4.1.2 all notices orders proposals or requirements affecting or relating to the land given or made by any government department statutory undertaking or other public or local authority of which notice is given;
- 4.1.3 all rights easements quasi-easements and privileges in the nature of light air drainage way and passage and other like rights used or enjoyed over the land and of which notice has been given.

- 4.2 The land is sold subject to all matters disclosed in writing to the Council prior to the date hereof by the Owners' solicitors.

- 4.3 Where the Owners have given their approval pursuant to paragraph 4.4 of Part 4 of this Schedule the Council may nominate an alternative transferee in respect of the Open Space Phase or any part thereof and such transfer shall likewise be in accordance with the terms and conditions contained in this Part of this Schedule.

- 4.4 In each transfer the Council (or such other person or body nominated as aforesaid) shall undertake with the Owners to hold the Open Space Phase for public open space sporting leisure recreational or community purposes or a combination of these purposes for the benefit

of the Development in perpetuity but shall not be required to accept any other restriction or condition regarding the future use of the Open Spaces.

- 4.5 There shall be excluded from each transfer (unless previously agreed in writing with the Council or such other person or body nominated as aforesaid) all boundary structures or other boundary features together with any responsibility or liability therefor.

5 INCORPORATING STANDARD CONDITIONS OF SALE

The Standard Conditions of Sale (Fifth Edition) shall apply to this transfer insofar as the same are applicable to a sale by private treaty and are not otherwise inconsistent with the terms of this Agreement or excluded hereby.

6 BOUNDARIES

The precise boundaries of the land to be transferred are to be agreed in writing between the Parties and this will include confirmation of the legal ownership of any abutting trees hedges bunds ponds watercourses and ditches.

7 VACANT POSSESSION

Vacant possession shall be given on completion.

8 DATE OF COMPLETION

Completion shall take place at the Council Offices as soon as reasonably practicable following the signing-off of Certificate A or otherwise as agreed in writing between the parties.

9 REGISTRATION

- 9.1 If title to the Open Spaces or any part of them is registered at HM Land Registry, forthwith upon Commencement of Development at their own expense the Owners shall procure that a notice of this Agreement including a reference to the agreement to transfer the Open Spaces is recorded on that Title and that a copy of the Land Registry entries is produced to the Council demonstrating that this has been done.

PART 6

COVENANTS RELATING TO TRANSFER OF OPEN SPACES TO MANAGEMENT ENTITY

The provisions of this Part 6 shall apply to all of the Open Spaces where an election has been made under paragraph 1.1.2 of Part 2 of this Schedule.

1 MANAGEMENT ENTITY FUNCTIONS

The Owners covenant with the Council not to dispose of or allow the Occupation or use of any Dwellings until the Management Entity has first been appointed to:

- 1.1 fulfil the functions described in the approved Management Regime;
- 1.2 ensure that the Open Spaces shall remain freely available for use by the general public in perpetuity;
- 1.3 manage and maintain in perpetuity the Open Spaces in accordance with the Management Regime;
- 1.4 hold the Open Spaces for public open space sport leisure recreational or community purposes or a combination of these purposes.
- 1.5 ensure that the Management Entity will be responsible for the management and maintenance of the Open Spaces in perpetuity in accordance with the Management Regime;

- 1.6 ensure that at all times the Management Entity shall be sufficiently financed and resourced to enable it to comply with its obligations herein
- 1.7 not permit the first legal transfer or lease of each Dwelling unless the Rentcharge is created in respect of that Dwelling.

2 REPLACEMENT OF TREES AND SHRUBS

If during a period of 5 years after the planting of any tree or shrub forming part of the Landscaping Scheme such tree or shrub should for any reason die or be removed or felled the Owners shall to the satisfaction of the Director replace that tree or shrub with another of the same or similar species and size during the next planting season.

3 TRANSFER TO THE MANAGEMENT ENTITY

The Owners shall transfer the Open Space to the Management Entity in consideration of the sum of One Pound (£1.00) upon the issue of Certificate B for each Open Space Phase upon the terms and conditions set out in this Schedule.

SCHEDULE 10

CONTRIBUTION TO WATER ATTENUATION FACILITY – POND C3

PART 1

DEFINITIONS RELATING TO THE FINANCIAL CONTRIBUTION TO WATER ATTENUATION FACILITY- POND C3

- 1 The words below shall mean as follows:-

"Water Attenuation Facility Contribution"

shall mean the sum of one hundred and twenty four thousand four hundred and twenty eight pounds (£124,428) as a contribution towards the cost of maintenance of Pond C3, being the water attenuation facility referred to as Attenuation Area C3 in the Emersons Green East Development Folly Brook Catchment Surface Water Drainage Strategy dated May 2006 by Halcrow Group Ltd (or amended strategy as approved by the Council) serving the Emersons Green East Development Area

"Index"

shall mean the indices based on the Royal Institution of Chartered Surveyors Building Cost Index

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS POND C3

- 1 The Owners will before the Occupation of the 300th Dwelling, or the first Occupation of 75% of the Dwellings approved by the Detailed Masterplan in the event that fewer than 400 Dwellings are approved by the Detailed Masterplan as appropriate, pay to the Council the Water Attenuation Facility Contribution (together with any additional sum calculated as set out below) PROVIDED THAT in the event that the Council confirms in writing that it has received a sum equivalent to the Water Attenuation Facility Contribution (increased in accordance with the Index) for the funding of the cost of the maintenance of the Water Attenuation Facility from a third party the Owners shall be released from the obligation to pay the Water Attenuation Facility Contribution.
- 2 The Council covenants that in the event that the Developer as defined in the GHQ Agreement elects under paragraph 1.2 of Part 3 of Schedule 19 of that Agreement to transfer the Water Attenuation Area (as defined in Schedule 19 of the GHQ Agreement) to a management entity then the Council shall pay the Water Attenuation Facility Contribution along with any additional amount paid in accordance with paragraph 3 below to that management entity
- 3 The Water Attenuation Facility Contribution due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained.

SCHEDULE 11

CONTRIBUTION TO THE LOCAL LIBRARY

PART 1

DEFINITIONS RELATING TO THE FINANCIAL CONTRIBUTION TO THE LOCAL LIBRARY

1 The words below shall mean as follows:-

"Index"

means the indices based on the Royal Institution of Chartered Surveyors Building Cost Index

"Local Library Contribution"

means the sum of Forty Six Thousand Five Hundred and Ninety Six pounds (£46,596) as a contribution towards the cost of enhancement of facilities at Emersons Green Library

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS THE LOCAL LIBRARY

1 The Owners will before the Occupation of the 300th Dwelling or the first Occupation of 75% of the Dwellings approved by the Detailed Masterplan in the event that fewer than 400 Dwellings are approved by the Detailed Masterplan as appropriate pay to the Council the Local Library Contribution (together with any additional sum calculated as set out below).

2 If at the end of a period of five (5) years from the date of payment by the Owners of the Local Library Contribution to the Council all or any part of the Local Library Contribution (including accrued interest) remains unspent by the Council the Council shall forthwith return such sum as remains to the Owners together with interest thereon.

3 The Local Library Contribution due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained.

4 The Local Library Contribution has been calculated on the basis that 400 Dwellings will be constructed on the Land and in the event it is proposed that more or less than 400 Dwellings will be constructed on the Land either:

4.1 the Owners will pay to the Council an amended Local Library Contribution, or

4.2 the Council will pay to the Owners a balancing sum

in accordance with the timing set out in Clauses 13 and 14 of this Agreement and in accordance with the following formula:-

$$(A \div B) \times C$$

Where:-

A = number of properties actually to be constructed

B = 400

C = £46,596 (index linked in accordance with paragraph 3 of this Part of this Schedule)

SCHEDULE 12

CONTRIBUTION TO THE COMMUNITY FOREST

PART 1

DEFINITIONS RELATING TO THE FINANCIAL CONTRIBUTION TO THE COMMUNITY FOREST

1 The words below shall mean as follows:-

"Community Forest Contribution"

means the sum of Seven Thousand One Hundred and Twenty One pounds (£7,121.00)

"Index"

means the indices based on the Retail Prices Index (all items) compiled and published by the Office of National Statistics or any other such index that substitutes the Retail Prices Index

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS THE COMMUNITY FOREST

1 The Owners will before the first Occupation of the 300th Dwelling or the first Occupation of 75% of the Dwellings approved by the Detailed Masterplan in the event that fewer than 400 Dwellings are approved by the Detailed Masterplan as appropriate pay to the Council the Community Forest Contribution

2 The Community Forest Contribution due and payable (having been calculated at October 2011 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained

3 The Community Forest Contribution has been calculated on the basis that 400 Dwellings will be constructed on the Land and in the event it is proposed that more or less than 400 Dwellings will be constructed on the Land either

3.1 the Owners will pay to the Council an amended Community Forest Contribution OR

3.2 the Council will pay to the Owners a balancing sum

in accordance with Clauses 13 and 14 of this Agreement and in accordance the following formula:-

$$(A \div B) \times C$$

Where:-

A = number of properties actually to be constructed

B = 400

C = £7,121 (index linked in accordance with paragraph 2 of this Part of this Schedule)

SCHEDULE 13
SECONDARY SCHOOL CONTRIBUTION

PART 1

DEFINITIONS RELATING TO THE SECONDARY SCHOOL SITE

1 The words below shall mean as follows:-

"Flats"

means a Dwelling forming part of a building from some other part of which it is divided horizontally and which shall include a maisonette.

"Index"

means the indices based on the Royal Institution of Chartered Surveyors Building Cost Index

"Secondary School Contribution"

means the sum of seven hundred and sixty two thousand nine hundred and thirty four (£762,934)

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS SECONDARY SCHOOL PROVISION

- 1 The Owners will pay to the Council the Secondary School Contribution together with any additional sum calculated as set out in paragraph 2 below in accordance with the following timetable:-
- 1.1 50% of the Secondary School Contribution upon the first legal transfer of the 100th Dwelling and
- 1.2 50% of the Secondary School Contribution no later than the first legal transfer of 300th Dwelling or if fewer than 400 Dwellings are shown on the Detailed Masterplan upon the first legal transfer of 75% of the Dwellings shown in the Detailed Masterplan as approved by the Council
- 2 The Secondary School Contribution due and payable (having been calculated in Quarter 4 2011 based on the Department for Education's Cost Calculator) shall:
- 2.1 be increased in accordance with any increase in the Index between Quarter 4 2011 and the date of actual payment **PROVIDED THAT** if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained; **UNLESS**
- 2.2 the Department for Education publishes a new cost calculator for the provision of additional school places, in which case the Secondary School Contribution shall be recalculated based on the then prevailing cost calculator.
- 3 The Secondary School Contribution has been calculated on the basis that 400 Dwellings will be constructed on the Land 45% of which Dwellings will be Flats calculated on the basis that every 100 new dwelling houses which are not Flats will generate 18 secondary school children and in the event the Detailed Masterplan permits less Dwellings and/or a different percentage of Flats to be constructed on the Land then the amount of the Secondary School Contribution

payable by the Owners, in accordance with the timing set out paragraph 1 of this part of this Schedule shall be calculated in accordance with the following formula:-

$A \times B$

Where

A = cost per secondary school pupil of £19,266

B = number of secondary school pupils calculated in accordance with the formula below:

$C \times 18 / 100$

Where C = the number of Dwellings other than Flats permitted in the Detailed Masterplan

SCHEDULE 14
PRIMARY SCHOOL CONTRIBUTION

PART 1

DEFINITIONS RELATING TO THE PRIMARY SCHOOL CONTRIBUTION

1 The words below shall mean as follows:-

"Flats"

means a Dwelling forming part of a building from some other part of which it is divided horizontally and which shall include a maisonette

"Index"

means the indices based on the Royal Institution of Chartered Surveyors Building Cost Index

"Primary School Contribution"

means one million and fifteen thousand nine hundred and eighty six pounds (£1,015,986)

PART 2

COVENANTS RELATING TO THE FINANCIAL CONTRIBUTION TOWARDS PRIMARY SCHOOL PROVISION

1 The Owners will pay to the Council the Primary School Contribution together with any additional sums calculated in accordance with paragraph 2 below in accordance with the following timetable:-

1.1 50% of the Primary School Contribution on the Commencement of Development ; and

1.2 50% of the Primary School Contribution upon the first legal transfer of 160th Dwelling

2 The Primary School Contribution due and payable (having been calculated in Quarter 4 2011 based on the Department for Education's Cost Calculator shall be increased in accordance with any increase in the Index between Quarter 4 2011 and the date of actual payment **PROVIDED THAT** if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained; **UNLESS** the Department for Education publishes a new cost calculator for the provision of additional school places, in which case the Primary School Contribution shall be recalculated based on the then prevailing cost calculator.

3 The Primary School Contribution has been calculated on the basis that 400 Dwellings, will be constructed on the Land 45% of which Dwellings will be Flats calculated on the basis that every 100 new dwelling houses which are not Flats will generate 36 primary school children and in the event the Detailed Masterplan permits less than 400 Dwellings and/or a different percentage of Flats on the Land then the amount of the Primary School Contribution payable by the Owners in accordance with the timing set out in paragraph 1 of this part of this Schedule will be in accordance with the following formula:-

A x B

Where

A = cost per primary school pupil of £12,828

B= number of primary school pupils calculated in accordance with the formula below:

$$C \times 36 / 100$$

Where C = the number of Dwellings other than Flats permitted in the Detailed Masterplan

SCHEDULE 15
AFFORDABLE HOUSING

PART 1

DEFINITIONS RELATING TO AFFORDABLE HOUSING

The words and expressions below shall mean as follows:-

"1996 Act"	means the Housing Act 1996
"2008 Act"	means the Housing and Regeneration Act 2008
"Actual Market Value"	means the market value of an Affordable Dwelling assessed in a Staircasing Event
"Additional Affordable Housing"	means any new replacement or additional Affordable Housing provided within the Council area in a scheme that shall first have been agreed with the Director of Community Care and Housing (such agreement not to be unreasonably withheld or delayed) to meet identified housing need at the time of the provision which for the avoidance of doubt excludes any Affordable Housing provided pursuant to Part 2 of this Schedule of this Agreement or any other Affordable Housing brought forward as part of the Council's prevailing adopted development plan Affordable Housing requirement in pursuance of Section 106 of the Act or subsequent legislation
"Affordable Dwelling"	means a Dwelling identified and agreed as forming part of the Affordable Housing in accordance with this Schedule and with the benefit of such rights and easements over the Land as are reasonably necessary to provide access to the Dwelling (including entrance ways corridors parking and other ancillary areas)
"Affordable Housing"	means affordable housing as described and defined in Annex 2 of the National Planning Policy Framework 2012
"Affordable Housing Contract"	means a binding contract with an Approved AHP or RP or AHP for the sale (which shall be by way of freehold or leasehold) and construction of the Affordable Dwellings within any Phase or Sub-Phase containing Affordable Dwellings on the Affordable Housing Land relevant to that Phase or Sub-Phase and such contract shall include terms that require:- (a) the Approved AHP or RP or AHP to offer to the Council the opportunity to refer potential occupants for the Social Rented Units and to the HomeBuy Agent in respect of the Shared Ownership Units; (b) full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of each Affordable Dwelling subject to any standard conveyancing requirements in respect

of pro rata payments relating to the repair and maintenance of such accessways pending adoption;

- (c) full and free rights for the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part serving each Affordable Dwelling subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption and
- (d) such other commercial terms and conditions as may be reasonably required by the Owners and the Approved AHP or RP or AHP

"Affordable Housing Land" means those parts of the Land identified in the Affordable Housing Plan and Schedule on which Affordable Dwellings are provided

"Affordable Housing Plan and Schedule" means the site wide affordable housing plan and schedule required to be submitted to and approved by the Council prior to the submission of the first Reserved Matters Application as a condition of the Planning Permission identifying:

- (a) 28.5% of Dwellings as Base Affordable Dwellings; and
- (b) 4.8% of Dwellings to be provided as Target Affordable Dwellings in addition to the Base Affordable Dwellings if the Pre-Conditions in paragraph 1.4 of Part 2 of this Schedule are satisfied

including any amendments to the said plan and schedule as may be agreed with the Council from time to time

"Affordable Rent" means the rent charged for an Affordable Rented Unit which is no more than 80% of the local market rent including Service Charges for a similar type of property and shall be increased annually by no more than RPI plus 0.5% and reset at the start of each new tenancy

"Affordable Rented Unit" means rented housing provided by registered providers of Affordable Housing let at Affordable Rent and which complies with the definition in Annex 2 of the National Planning Policy Framework 2012 (NPPF)

"AHP" means an affordable housing provider which is:

- a) a housing association as defined in the Housing Associations Act 1985; or
- b) a social landlord as defined in Section 2 of the Housing Act 1996; or
- c) an accredited partner of the HCA for the provision of

Affordable Housing; or

d) an RP;

and is capable of delivering the Affordable Housing in line with this Agreement and complies with the Management Standards

"AHP Contribution"	means the sum to be paid to the Owners for the Target Affordable Dwellings by the Approved AHP or RP or AHP
"Approved AHP"	means any RP which at the date of exchange of contracts to acquire the Affordable Housing Land is on the Council's approved list which may be obtained from the Director of Community Care and Housing the current list being that attached as Appendix 8 which may be replaced by the Council from time to time in any updated approved list
"Base Affordable Dwelling"	means an Affordable Dwelling identified as a Base Affordable Dwelling in the Affordable Housing Plan and Schedule
"Cluster"	means a group of Affordable Dwellings which does not have contiguous boundaries with another group of Affordable Dwellings
"Development Standard"	means a standard to meet or exceed the standards specified for the Market Dwellings and to fully comply with the standard specified by the HCA or other such funding body as a condition of any Grant as agreed in writing by the Council as applicable at the date of this Agreement and which shall require the Affordable Housing to achieve no less than Code Level 3 of the Code for Sustainable Homes, Lifetime Homes Standard, and Secured By Design Standards
"Grant"	means any capital funding (excluding the AHP Contribution) provided by the HCA Approved AHP or RP or AHP or any other public body for the delivery of the Target Affordable Dwellings
"HomeBuy Agent"	means a body appointed or approved by the HCA to act as agents for the allocation of the Shared Ownership Units
"HCA"	means Homes and Communities Agency which is the Government's agency for the administration of affordable housing subsidy and reference to the HCA shall include reference to any successor body or agency
"Index Linked"	means the indices based on the annual change in the RPI
"Intermediate Housing"	means Affordable Housing which is within the definition of intermediate housing contained in Annex 2 of the National Planning Policy Framework 2012
"Management Standards"	means the standards set out in Appendix 5 Housing Management Standards of the Council's Affordable Housing Supplementary Planning Document adopted

September 2008 or such document that supersedes it

"Market Dwelling"

means any Dwelling other than an Affordable Dwelling

"Market Value"

means the value as assessed by a Valuer of a Dwelling as confirmed to the Council by the Owner (such value being calculated in accordance with the RICS Appraisal and Valuation Standards (Fifth Edition)) and being the estimated amount for which in the absence of this Agreement residential units of equivalent location specification size state of repair and condition and which are not restricted to use as Affordable Housing should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion and on the following assumptions:-

- (a) no discount is to be allowed for bulk sales or on the basis that more than one property is being sold to the same purchaser
- (b) it is sold with vacant possession and with good and marketable title
- (c) the title is free from encumbrances
- (d) the valuation is for the unrestricted freehold or leasehold (as appropriate) with vacant possession which for the avoidance of doubt ignores any use as Affordable Housing
- (e) that the property is newly built decorated fully equipped for sale and serviced and fit for immediate Occupation
- (f) that the valuation is for sale of an individual unit and not part of a larger sale

"Nomination Rights"

means

- (a) in respect of Social Rented Units and Affordable Rented Units for the Council the opportunity to refer potential occupiers of the Social Rented Units to the Approved AHP or RP or AHP pursuant to a Service Level Agreement
- (b) in respect of Shared Ownership Units for the Homebuy Agent the opportunity to refer potential occupiers of the Shared Ownership Units to the Approved AHP or RP or APH pursuant to a Service Level Agreement

"On Costs"

means any reasonable costs incurred by an Approved AHP or RP or AHP in relation to any transaction regarding Staircasing Receipts which are not to be reimbursed by any other person

"Phase"

means a phase of the Development indicated in the

Affordable Housing Plan and Schedule

"Practical Completion"	means the issue of a certificate of practical completion by the Owners' architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by that other party's architect
"RP"	means a registered provider being a social landlord as defined in the 2008 Act which is registered with the HCA
"RPI"	means the General Index of Retail Prices compiled and published by the Office of National Statistics or any other such index that substitutes the General Index of Retail Prices which for the avoidance of doubt shall be used as the baseline index for each annual change where relevant
"Reserved Matters Affordable Housing Plan and Schedule"	means the affordable housing plan required to be submitted to and approved by the Council as a part of each Reserved Matters Application which identifies the locations of the Base Affordable Dwellings and the Target Affordable Dwellings (if any) to be provided within the land the subject of the Reserved Matters Application, and shall be submitted together with a schedule identifying the number, type and tenure of the Base Affordable Dwellings and Target Affordable Dwellings (if any) and shall be substantially in accordance with the Affordable Housing Plan and Schedule.
"Rental Agreement"	means a tenancy under which the relevant Social Rented Unit is let on a starter tenancy or an assured tenancy and in the case of a Social Rented Unit which is a Base Affordable Dwelling the rental payments are in accordance with the Target Rent
"Right to Acquire"	means a scheme giving eligible tenants of RPs a statutory right to buy the home they currently rent at a discount and only applies to an Affordable Dwelling built with Grant after 1st April 1997
"Service Charge"	means the amount payable by the occupant of any Affordable Dwelling for communal services repairs maintenance improvements insurance or management costs to the extent that the costs have been reasonably incurred
"Service Level Agreement"	means the service level agreement then in force made between the Approved AHP or RP or AHP and either the HomeBuy Agent for Shared Ownership Units or the Council for Social Rented Units which complies with the Council's HomeChoice Lettings Policy and Procedure
"Shared Ownership Unit"	means an Affordable Dwelling which is Intermediate Housing and which is disposed of by way of a Shared Ownership Lease to persons who cannot afford to meet their housing needs in the open market
"Shared Ownership Lease"	means a lease in accordance with the guidance on model leases issued by the HCA in September 2011 on page 155 of the Affordable Housing Capital Funding

Guide or any superseding guidance under which a Shared Ownership Unit may be disposed of by way of shared ownership lease granted at a premium to be paid by the shared ownership lessee upon completion or raised by way of mortgage or charge and an annual rental element which is a percentage of the Market Value of the unsold equity as at the date of the grant of the lease and under which the provisions of the lease enable the shared ownership lessee to acquire the balance of the equity interest in the relevant Shared Ownership Unit via a Staircasing Event

"Social Rented Unit"	means an Affordable Dwelling which is to be reserved and set aside for initial and future letting on an assured tenancy at Target Rent to people in housing need who cannot afford to meet that need in the open market
"Staircasing Event"	means any occasion on which a Shared Ownership lessee acquires additional equity in an Affordable Dwelling pursuant to a Shared Ownership Lease or a tenant of a Social Rented Unit acquires equity in that Affordable Dwelling and includes the statutory right to acquire
"Staircasing Receipts"	means payments made to the Approved AHP or RP or AHP (minus reasonable On Costs) by a Shared Ownership lessee tenant or any other person for the acquisition of equity in an Affordable Dwelling pursuant to a Staircasing Event
"Sub-Phase"	means any discrete parcel of land forming part of a Phase identified as such by the Owner from time to time by reference to and substantially in accordance with the Affordable Housing Plan and Schedule and or Reserved Matters Affordable Housing Plan and Schedule
"Subsidy"	means the notional subsidy provided for the Base Affordable Dwellings by the Owner being the difference between:- (a) the price paid by an Approved AHP or RP or AHP to the Owner for the Affordable Dwelling pursuant to an Affordable Housing Contract and for the avoidance of doubt the price is as agreed between the Owner and the Approved AHP or RP or AHP at the date of exchange of contracts for the sale and (b) the Market Value of the Affordable Dwelling at the date of exchange of contracts for the sale of the Affordable Dwelling
"Target Affordable Dwelling"	means an Affordable Dwelling delivered with Grant and identified in the Affordable Housing Plan and Schedule and in a Reserved Matters Affordable Housing Plan and Schedule as a Target Affordable Dwelling the actual delivery of which as an Affordable Dwelling is subject to the provisions of Part 2 of this Schedule
"Target Rent"	Means either

- (a) rent charged in accordance with guideline target rents determined through the national rent regime administered by the HCA and if such regime shall cease to operate or shall not have been revised in the year of the date of grant of any assured tenancy then the last published Target Rent index linked to the increase (if any) in the Retail Prices Index plus 0.5% shall apply instead; or
- (b) such other measure of rental affordability as may be submitted by the Owners and approved by the Council which retains the Affordable Housing at affordable prices

“Valuer” means a Member or Fellow or the Royal Institution of Chartered Surveyors being a chartered valuation surveyor appointed by the Approved AHP or RP or AHP and acting in an independent capacity

“Wheelchair Units” means an Affordable Dwelling which is self-contained accommodation designed for independent living by disabled people or wheelchair users to meet the minimum standards set out in Appendix 4 (Development Standards) of the Council's Affordable Housing Supplementary Planning Document September 2008 or superseding guidance

PART 2

AFFORDABLE HOUSING OBLIGATIONS

Unless otherwise agreed in writing by the Council and the Owners, the Owners covenant with the Council that:-

1 QUANTUM

- 1.1 28.5% of the total number of Dwellings shall be provided as Base Affordable Dwellings.
- 1.2 Up to 4.8% of the total number of Dwellings shall be provided as Target Affordable Dwellings if the Pre-Conditions in paragraph 1.5 of Part 2 of this Schedule are satisfied and the number of Target Affordable Dwellings to be provided shall be determined in accordance with the said paragraph 1.5.
- 1.3 The Owner shall not Commence Development for any Sub-Phase containing Target Affordable Dwellings until it has:
 - 1.3.1 secured Grant sufficient to deliver all the Target Affordable Dwellings for that Sub-Phase or over a period of not less than 4 months used Reasonable Endeavours in consultation with the Director of Community Care and Housing to secure Grant sufficient to deliver the Target Affordable Dwellings within that Sub-Phase;
 - 1.3.2 offered the Target Affordable Dwellings within that Sub-Phase to an Approved AHP or RP or AHP which may or may not be the same AHP contracted to deliver the Base Affordable Dwellings and entered into Affordable Housing Contract(s) in respect of the same or used Reasonable Endeavours to enter into Affordable Housing Contract(s) in respect of the same for a period of not less than 4 months; and

- 1.3.3 submitted to the Council a report identifying:
- (a) the steps it has taken to comply with its obligations in paragraph 1.3.1 and 1.3.2;
 - (b) the amount of Grant, if any, that has been secured towards the delivery of the Target Affordable Dwellings within that Sub-Phase; and
 - (c) whether the Owners have entered into Affordable Housing Contract(s) in respect of the Target Affordable Dwellings within that Sub-Phase

PROVIDED THAT for the purposes of this paragraph 1.3 Reasonable Endeavours shall not require the making of multiple applications for Grant to the same body in respect of any Target Affordable Dwelling.

1.4 The four month period referred to in paragraph 1.3.1 shall begin no later than the submission of the Reserved Matters Application for the relevant Sub-Phase containing Target Affordable Dwellings.

1.5 In the event that any report submitted pursuant to paragraph 1.3.3 identifies that:

1.5.1 Grant has been secured towards the delivery of the Target Affordable Dwellings within a Sub-Phase; and

1.5.2 The Owner has entered into Affordable Housing Contract(s) in respect of the Target Affordable Dwellings within that Sub-Phase (together the "**Pre-Conditions**")

the Owner shall use such Grant as is available to increase the number of Affordable Dwellings in that Sub-Phase by providing Target Affordable Dwellings and for the avoidance of doubt shall only be required to deliver Target Affordable Dwellings to the extent directly commensurate with the amount of Grant available PROVIDED THAT the amount of Grant used to replace Market Dwellings with Affordable Dwellings does not adversely affect or improve the financial viability of any Phase or Sub-Phase that would pertain if the Market Dwellings were not replaced and there shall be no financial benefit or detriment to the Owner and the overall number of Target Affordable Dwellings shall never exceed 4.8% of the total number of Dwellings.

1.6 For the purposes of paragraph 1.5 above the amount of Grant required to increase the percentage of Affordable Housing shall be determined as the difference between the Market Value of the Market Dwellings to be replaced by Target Affordable Dwellings (to be assessed by the Valuer in the event of dispute) minus the AHP Contribution and any associated costs which would otherwise be incurred by the Owners if the Dwellings were disposed of as Market Dwellings.

1.7 The tenure and type of any Target Affordable Dwellings identified in a Reserved Matters Application to be provided pursuant to paragraph 1.5 above shall be agreed in writing with the Director of Community Care and Housing in consultation with the Owners, the relevant Approved AHP or RP or AHP and the provider of Grant for the relevant Target Affordable Dwellings and for the avoidance of doubt the Target Affordable Dwellings may include Affordable Rented Units.

1.8 In the event that any report submitted pursuant to paragraph 1.3.3 identifies that:

1.8.1 Grant has not been secured towards the delivery of the Target Affordable Dwellings within a Sub-Phase (or has only been secured in respect of some of those Target Affordable Dwellings); and/or

1.8.2 The Owners have not entered into Affordable Housing Contract(s) in respect of the Target Affordable Dwellings within that Sub-Phase (or have only entered into

Affordable Housing Contract(s) in respect of some of those Target Affordable Dwellings)

the Target Affordable Dwellings in respect of which Grant has not be secured and/or Affordable Housing Contract(s) have not been entered into shall be provided as Market Dwellings to which the obligations in this Schedule shall no longer apply.

2 APPOINTMENT OF RP/APPROVED AHP/AHP

2.1 Prior to Occupation of 30% of the Market Dwellings within any Phase or Sub-Phase containing Affordable Dwellings the Owners shall enter into Affordable Housing Contract(s) with an Approved AHP or RP or AHP in relation to the Affordable Dwellings to be provided within that Phase or Sub-Phase of the Development.

3 DISTRIBUTION

The distribution of the Base Affordable Dwellings and any Target Affordable Dwellings shall be in substantial accordance with the Affordable Housing Plan and Schedule.

4 CLUSTERING

Unless otherwise agreed in writing between the Owners and the Council:-

- 4.1 no more than twelve (12) Affordable Dwellings shall be provided in each Cluster;
- 4.2 no more than four (4) of any house type (excluding flats) shall be provided in each Cluster;
- 4.3 no more than six (6) flats may be accessed off the same communal entrance; and
- 4.4 all flats sharing a communal entrance shall be of a single tenure.

5 TENURE

- 5.1 Eighty (80) per centum of the Base Affordable Dwellings shall be Social Rented Units.
- 5.2 Twenty (20) per centum of the Base Affordable Dwellings shall be Shared Ownership Units.

6 TYPE

6.1 The mix of Base Affordable Dwellings shall be based on the following mix:-

6.1.1 Social Rented Units consisting of

Percentage	Type	Min Size m2
17%	1 bed flat	45
26%	2 bed flat	67
24%	2 bed house	76
22%	3 bed house	85
9%	4 bed house	100
2%	5 bed house	110

6.1.2 Shared Ownership Units consisting of

Percentage	Type	Min Size m2
0%	1 bed flat	45
50%	2 bed flat	67
34%	2 bed house	76
16%	3 bed house	85

6.1.3 five (5) per centum of the Social Rented Units comprised in the Base Affordable Dwellings as Wheelchair Units.

7 IDENTIFICATION OF AFFORDABLE DWELLINGS IN EACH PHASE/SUB-PHASE

With each Reserved Matters Application for any Phase or Sub-Phase which includes Affordable Housing Land the Owners shall provide a Reserved Matters Affordable Housing Plan and Schedule identifying the Affordable Dwellings in that Phase or Sub-Phase and identifying the make up of the balance of the Affordable Dwellings contained in the remainder of that Phase) in substantial accordance with the details contained in the approved Affordable Housing Plan and Schedule unless otherwise agreed in writing with the Council.

8 DELIVERY

8.1 The Owners covenant not to permit the Occupation of more than fifty (50%) per centum of the Market Dwellings within any Phase or Sub-Phase containing Affordable Dwellings until fifty (50%) per centum of the Base Affordable Dwellings and any Target Affordable Dwellings within that Phase or Sub-Phase as set out in the Affordable Housing Plan and Schedule:-

8.1.1 have achieved Practical Completion; and

8.1.2 have been offered to be transferred to an Approved AHP or RP or AHP

8.2 The Owners covenant not to permit the first legal transfer of more than ninety (90%) per centum of the Market Dwellings within any Phase or Sub-Phase containing Affordable Dwellings until one hundred per centum (100%) of the Base Affordable Dwellings and any Target Affordable Dwellings within that Phase or Sub-Phase as set out in the Affordable Housing Plan and Schedule:-

8.2.1 have achieved Practical Completion; and

8.2.2 have been offered to be transferred to an Approved AHP or RP or AHP

9 MONITORING

The Owner shall inform the Chief Financial Officer in writing upon:-

9.1 Occupation of thirty (30%) per centum of the Market Dwellings within any Phase and Sub-Phase;

9.2 Occupation of forty (40%) per centum of the total number of Market Dwellings within any Phase or Sub-Phase; and

9.3 completion of the legal transfer of ninety (90%) per centum of the total number of Market Dwellings within any Phase or Sub-Phase.

10 **AFFORDABLE HOUSING CONTRACT(S)**

10.1 The Owners covenant with the Council that they will use Reasonable Endeavours to procure the following under the Affordable Housing Contract(s):-

10.1.1 **Affordability Levels**

- (a) the rent payable by the occupant of any Social Rented Unit comprised in the Base Affordable Dwellings shall be the Target Rent at the date of first occupation and shall be increased annually by no more than the annual change in the RPI plus 0.5%;
- (b) the rent payable by the occupant of any Shared Ownership Unit shall meet local affordability levels and shall be increased or decreased annually by no more than the annual change in the RPI;
- (c) half of the Shared Ownership Units are to be sold with a market value payable by a purchaser of no more than forty (40%) per centum of the Market Value;
- (d) half of the Shared Ownership Units are to be sold with a market value payable by a purchaser of no more than fifty per centum (50%) of the Market Value; and
- (e) the annual rent on the equity retained by the Approved AHP or RP or AHP for the Shared Ownership Units shall be no more than one (1) per centum of the unsold equity.

10.1.2 **Disposal of Shared Ownership Units**

Shared Ownership Units shall not be disposed of on their initial sale other than by way of Shared Ownership Lease unless otherwise agreed in writing by the Council.

10.1.3 **Disposal of Social Rented Units**

The Social Rented Units shall not be disposed of other than by way of Rental Agreement unless otherwise agreed in writing by the Council and that each Affordable Housing Unit shall be excluded (so far as legally possible) from:-

- (a) the Right to Acquire as referred to in the 1996 Act;
- (b) any right to buy introduced in favour of the occupants of the Affordable Housing Units; and/or
- (c) any other mechanism that could result in any of the Social Rented Units becoming available for sale in the private housing market.

10.1.4 **Nomination Rights**

The terms of any transfer of an interest in an Affordable Dwelling to an Approved AHP or RP or AHP shall provide that:

- (a) In respect of all first lettings of all Social Rented Units and Affordable Rented Units the Council shall refer potential Occupants to the Approved AHP or RP or AHP pursuant to a Service Level Agreement.
- (b) In respect of all first lettings of all Shared Ownership Units the Homebuy Agent shall be given Nomination Rights.

10.1.5 **Occupation**

The Affordable Dwellings shall be occupied only by persons in need of Affordable Housing to buy or to rent (at the point of sale or letting) in accordance with the Council's HomeChoice Lettings Policy and Procedure and Policy H6 of the South Gloucestershire Local Plan (adopted January 2006).

10.1.6 **Development Standard**

All Affordable Dwellings shall be constructed to the Development Standard applicable at the date of the relevant Reserved Matters Permission and shall be no less than the standard applied to the Market Dwellings.

10.1.7 **Management Standards**

The Approved AHP or RP or AHP to which the Affordable Dwellings are transferred shall obtain written approval from the Council that it complies with the Management Standards before entering into an Affordable Housing Contract.

10.1.8 **Additional Charges**

- (a) service charges for communal services payable by the occupants of any Affordable Dwelling shall be no more than five hundred and fifty pounds (£550) per annum (December 2010 base) and Index Linked thereafter; and
- (b) ground rents for the Affordable Housing shall be at a peppercorn rent.

10.1.9 **Transfer**

Under the terms of the legal transfer of the Affordable Housing Land to an Approved AHP or RP or AHP that by the 1st February and 1st August in each calendar year the Approved AHP or RP or AHP shall make a written return (if requested) to the Chief Financial Officer for the preceding six months detailing:

- (a) the number of Affordable Dwellings practically completed with a breakdown specifying the number of Affordable Dwellings built and occupied with details of their tenure unit type size location rent and service charge;
- (b) details of Actual Market Value and equity sold to the occupants under a Shared Ownership Lease;
- (c) the amount of Staircasing Receipts following a Staircasing Event; and
- (d) Under the terms of the legal transfer of the Affordable Housing Land to an Approved AHP or RP or AHP that in the event that a mortgage or charge is secured on the Affordable Housing Land and in the event that the Affordable Housing Land or part thereof is transferred to an Approved AHP or RP or AHP that in such transfer the transferee shall covenant with the Owners or its successors in title not to construct or permit to be constructed on the Affordable Housing Land any Dwellings other than Affordable Dwellings but shall not be required to accept any other restriction or condition regarding the future use of the Affordable Housing Land PROVIDED ALWAYS THAT this covenant shall not apply to any mortgagee or chargee holding a legal charge on the Affordable Housing Land or part thereof nor to any receiver appointed by such mortgagee or chargee to the intent that any such mortgagee or chargee or receiver may deal with or dispose of the Affordable Housing Land or any part thereof free from the said covenant and that any person deriving title

through or under such mortgagee chargee or receiver shall not be bound by them.

11 MORTGAGEE IN POSSESSION

Notwithstanding any other provision of this Agreement the covenants and obligations on the part of the Owner contained in this Agreement shall not be binding upon:-

- 11.1 any mortgagee or chargee in possession of the Affordable Housing Land or any part thereof or any Affordable Dwelling or any receiver appointed by any such mortgagee to the intent that any such mortgagee or chargee or receiver may deal with or dispose of the Affordable Dwelling or any part thereof and/or the Affordable Dwelling free from the covenants and obligations set out in this Agreement and that any successors in title shall not be bound by it; and
- 11.2 any Affordable Dwelling in respect of which a tenant exercises any statutory Right to Acquire or Right to Buy or any Shared Ownership Unit in respect of which the lessee shall have staircased to 100% equity share and (in either case) the tenant or lessee (as the case may be) acquires a freehold or long leasehold interest in the same so that such tenant or lessee shall be entitled to dispose of such Affordable Dwelling thereafter free from the covenants and obligations set out in this Agreement and that any person deriving title through or under such tenant or lessee shall not be bound by it.

PART 3

APPLICATION OF STAIRCASING RECEIPTS

- 12 On the occurrence of any Staircasing Event relating to an Affordable Dwelling and subject always to the application of paragraphs 13, 14 and 15 below of this Part of this Schedule the Approved AHP or RP or AHP (as successor in title to the Owner) shall (having first deducted an amount equal to X% of the initial outstanding net loan debt attributable to that Affordable Dwelling at the point of first disposal as assessed by the Approved AHP or RP or AHP) (where X equals the additional proportion of the equity in the Affordable Dwelling sold as a percentage of the unsold equity immediately prior to the Staircasing Event) reserve and set aside the remaining balance of any Staircasing Receipts received in relation to that Affordable Dwelling for the provision of Additional Affordable Housing until an aggregate amount equal to the Subsidy relating to that Affordable Dwelling (as recalculated and carried forward from time to time under paragraph 14 below) shall have been reserved and set aside for such purposes.
- 13 The provisions of paragraph 12 above shall not apply where there is a statutory or regulatory requirement to account for Staircasing Receipts to any other body.
- 14 On the occasion of the first and any subsequent Staircasing Event the Subsidy shall be recalculated (but only for the purposes of identifying the amount of any Staircasing Receipt to be reserved and set aside for the provision of Additional Affordable Housing) as follows:-
 - 14.1 On the date of the first Staircasing Event the Subsidy shall be increased or decreased by the percentage increase or decrease (if any) in the Market Value of the relevant Affordable Dwelling from the date as originally notified to the Council by comparing the Market Value so notified by the Approved AHP or RP or AHP at the point of calculating the Subsidy with its Actual Market Value as notified to the Council by the Approved AHP or RP or AHP at the date of the Staircasing Event

AND for the avoidance of doubt the Subsidy as increased or decreased under this paragraph shall be the result of the following calculation in respect of any relevant Affordable Dwelling

$$\frac{AMV \times S}{MV}$$

Where:

AMV equals the Actual Market Value of the Affordable Dwelling at the date of the first Staircasing Event

MV equals the Market Value of the Affordable Dwelling as originally notified to the Council at the point of calculating the Subsidy

S equals the Subsidy attributed to that Affordable Dwelling as originally notified to the Council at the point of calculating the Subsidy

14.2 The increased or decreased Subsidy shall then be reduced by the amount of any Staircasing Receipts and the balance carried forward

14.3 On the date of any subsequent Staircasing Event relating to an Affordable Dwelling the Subsidy balance carried forward under paragraph 14.2 above shall be increased or decreased by the percentage increase or decrease in the Actual Market Value from the date of the previous Staircasing Event and its Actual Market Value as notified to the Council by the Approved AHP or RP or AHP at the date of the subsequent Staircasing Event and the provisions of paragraphs 12, 13, 14.1 and 14.2 above shall be applied (mutatis mutandis) to such balances and any remaining Subsidy balance carried forward.

15 This obligation shall be deemed satisfied and there shall be no requirement to reserve and set aside any further Staircasing Receipts (or part thereof) under paragraphs 12 and 14 when:-

15.1.1 an amount equal to the Subsidy as re calculated and carried forward from time to time in accordance with paragraph 14 above shall have been set aside for the provision of Additional Affordable Housing as set out in paragraph 12 above; or

15.1.2 the final Staircasing Event (leaving the lessee of the Shared Ownership Unit owning a one hundred (100%) per centum freehold or leasehold share) has occurred and the Subsidy is recalculated in accordance with the provisions above in paragraph 12 and 14 if the final Subsidy balance as recalculated in accordance with paragraphs 14.1 to 14.3 is greater than the balance of the Staircasing Receipt to be used reserved and set aside for Additional Affordable Housing identified in paragraph 12 there will be no requirement to carry forward the Subsidy balances following this final Staircasing Event.

SCHEDULE 16

SECURITY

PART 1

DEFINITIONS

In this Schedule the words below shall mean as follows:-

"Bond"	means a bond or bonds in the form attached at Appendix 6 to this Agreement or such other form as shall be agreed between the Owners or any third party on behalf of the Owners and the Council from time to time each such bond to be with a Surety the number of separate bonds provided being at the discretion of the Owners
"Bond Schedule"	means the schedule at Appendix 6 of this Agreement or as the same may be revised in accordance with paragraph 1.6 of Part 2 of this Schedule
"Call Notice"	means the Council's formal request to the Surety requesting payment under the Bond or part thereof
"Contribution"	means any one of the financial contributions (or instalments thereof) payable by the Owners pursuant to this Agreement
"Relevant Payment Date"	means the date by which each Contribution must be paid as set out in the relevant Schedules of this Agreement
"Relevant Works Date"	means the date by which each of the Works must be completed as set out in the relevant Schedules of this Agreement
"Relevant Works Specification"	means the approved plans, details and/or specifications pursuant to which each of the Works must be carried out as set out in the relevant Schedules of this Agreement
"Substantive Breach"	means a breach by the Owners in complying with the requirements of this Agreement in relation to a Secured Item which shall be interpreted in accordance with paragraph 2 of Part 2 of this Schedule
"Secured Items"	means the obligations in this Agreement which are to be the subject of security pursuant to the terms of this Schedule and which are identified in the column headed "s106 item description" in the schedule at Appendix 6
"Surety"	means a bank or other reputable financial institution or bondsman which shall be approved in writing by the Council prior to the provision of any Bond PROVIDED THAT once the Council has approved a Surety the Owners shall be entitled to assume that such surety will continue to be acceptable to the Council unless the Council has informed them to the contrary in writing
"Works"	means the obligations to carry out works pursuant to this Agreement which are Secured Items being the construction of the MMI Works pursuant to Schedule 4 (where a Construction Election Notice is served), and the Open Spaces pursuant to Schedule 9

PART 2
SECURITY

BOND

- 1 Subject to paragraph 1.2 of this Part:
 - 1.1.1 The Owners shall not permit the Commencement of the Development unless a Bond has been provided to the Council in a sum being the aggregate of the amounts identified in the column headed "Bond 1" in the Bond Schedule and highlighted with a blue background at the bottom of that column as such amounts may have been
 - (a) increased by reference to the indexation provisions set out in the relevant Schedule (or in the case of the Primary School Contribution by reference to paragraph 3 of Part 2 of Schedule 14) at the date the Bond is provided; and/or
 - (b) increased or decreased by reference to the revised schedule of Roof Tax Contributions in accordance with clause 14 of this Agreement; and/or
 - (c) increased or decreased by the Director having regard to the build forecast and project timetable for construction current at the time the Bond falls to be provided.
 - 1.1.2 The Owners shall not permit the Occupation of more than 200 Dwellings unless a Bond has been provided to the Council in a sum being the aggregate of the amounts identified in the column headed "Bond 2" in the Bond Schedule as such amounts may have been
 - (a) increased by reference to the indexation provisions set out in the relevant Schedule (or in the case of the Primary School Contribution by reference to paragraph 2 of Part 2 of Schedule 14 and in the case of the Secondary School Contribution by reference to paragraph 2 of Part 2 of Schedule 13) at the date the Bond is provided; and/or
 - (b) increased or decreased by reference to the revised schedule of Roof Tax Contributions in accordance with clause 14 of this Agreement; and/or
 - (c) increased or decreased by the Director having regard to the build forecast and project timetable for construction current at the time the Bond falls to be provided.
- 1.2 No Bond shall be required in respect "POS Maintenance" in the event that the Owners elect to transfer the Open Spaces and any Incidental Open Spaces to the Management Entity pursuant to paragraph 1.1.2 of Part 2 of Schedule 9 of this Agreement.
- 1.3 No Bond shall be required in respect of any Secured Items where the amount of such Bond has been provided by another party to the satisfaction of the Council.
- 1.4 In the event of a Substantive Breach by the Owners of a Secured Item secured by a Bond pursuant to paragraph 1 of this Part:
 - 1.4.1 the Council shall be entitled to give prior written notice to the Owners of its intention to call on the Bond together with reasons and details of the steps required to rectify the Substantive Breach;
 - 1.4.2 the Council shall allow the Owners a reasonable opportunity to rectify the Substantive Breach complained of which shall (unless the Council reasonably

considers that the breach is such that it requires urgent rectification) be not less than twenty (20) Working Days;

1.4.3 if the Council reasonably believes there remains a Substantive Breach notwithstanding any steps taken by the Owners pursuant to paragraph 1.4.2 of this Part 2 it shall

(a) in the case of financial obligations obtain the certification of the Director as to the amount necessary to make good the relevant default which sum shall include all reasonable and proper legal and administrative costs incurred or to be incurred by the Council in connection with the Substantive Breach;

(b) in the case of a default in carrying out obligations to undertake works shall obtain certification of the Director as to the works required and the cost of those works to make good the relevant default; and

(c) inform the Owners of the amount certified under (a) or (b) above (as applicable);

1.4.4 if the Owners do not pay the amount or carry out the works necessary to make good the relevant default referred to in paragraph 1.4.3 of this Part 2 within twenty (20) Working Days of receiving notice of the same, then the Council will be entitled to serve a Call Notice on the Surety of the relevant Bond (a copy of such Call Notice to be served on the Owners) so as to call on the Bond up to the lower of:

(a) the costs of making good the relevant default including all legal and administrative costs incurred by the Council in connection with the Substantive Breach; and

(b) the value of the Bond;

1.4.5 where the Bond is called upon for the purposes of making good a default in carrying out an obligation to undertake Works, upon completion of the works required to make good the relevant default the Council shall:

(a) obtain certification of the Director of the actual costs of undertaking those works together with the Council's reasonable and proper legal and administrative costs incurred in connection with the Substantive Breach;

(b) inform the Developer of the amount certified under (a) above; and

(c) where the actual costs certified under (a) above were less than the amount called upon under the Bond, pay to the Surety an amount equal to the difference between the aforementioned actual costs and the amount called upon under the Bond.

1.5 Within 15 Working Days of the approval of the Detailed Masterplan the Owners shall provide for the approval of the Director a revised Bond Schedule adjusted to take account of the number of Dwellings proposed on the Land as agreed in the Detailed Masterplan and to take account of the latest build forecast.

1.6 In any year where a Reserved Matters Permission has been granted by the Council which varies the number of Dwellings proposed on the Land to that set out in the Detailed Masterplan then upon such Reserved Matters Permission or revision to the Detailed Masterplan being approved or otherwise agreed in writing by the Council the Owners shall provide for the approval of the Director a revised Bond Schedule setting out those Bonds adjusted to take account of the number of Dwellings proposed on the Land as agreed in the Detailed Masterplan as varied by subsequent Reserved Matters Permissions and to take account of the latest build forecast.

2 **SUBSTANTIVE BREACH**

2.1 It is hereby agreed as follows:

2.1.1 in the context of a Secured Item which relates to the payment of a Contribution, failure to pay the Contribution by the Relevant Payment Date shall be a Substantive Breach;

2.1.2 in the context of a Secured Item which relates to the carrying out and completion of Works:

(a) failure to complete the Works (where required to the satisfaction of the Director and in accordance with the Relevant Works Specification) by the Relevant Works Date shall be a Substantive Breach **PROVIDED THAT:**

(b) where there is a dispute as to whether the Works have been completed in accordance with the Relevant Works Specification, the question of whether or not there has been a Substantive Breach shall be referred to the Expert pursuant to clause 22 of this Agreement

3 **DISCHARGE OF SECURITY**

3.1 Save as provided in paragraph 3.2 of this Part:

3.1.1 within ten (10) Working Days of each Secured Item being discharged or partially discharged (by the payment of a Contribution or the completion of Works as appropriate) the Council shall authorise the reduction of the Bond or Bonds by an amount equal to the value of the Secured Item so discharged; or

3.1.2 The obligations of the parties under a Bond shall cease and determine absolutely upon the discharge of all the Secured Items to which such Bond relates

3.2 In the event that the Owners elect to transfer the Open Spaces and any Incidental Open Spaces to the Council pursuant to paragraph 1.1.1 of Schedule 9 of this Agreement, "Bond 1" and "Bond 2" to be provided pursuant to paragraph 1.1.1 and 1.1.2 of this Part shall be reduced upon payment of all of the Open Space Maintenance Contribution and the issue of Certificate(s) A in respect of all of the Open Spaces and Incidental Open Spaces pursuant to Schedule 9 of this Agreement

APPENDIX 1
SPECIMEN PLANNING PERMISSION

DRAFT NOTICE
TOWN AND COUNTRY PLANNING ACT 1990
OUTLINE PERMISSION FOR DEVELOPMENT

Mr A Strange
White Young Green Planning
Ropemaker Court
12 Lower Park Row
Bristol
BS1 5BN

APP REF: PK05/1009/O
DATE VALID: 8th April 2005
DATE OF DEC:
PARISH: Mangotsfield Rural
Parish Council

NOTICE OF DECISION

South Gloucestershire Council in pursuance of powers under the above mentioned Act hereby PERMIT:

APPLICATION NO: PK05/1009/O

DESCRIPTION OF DEVELOPMENT: Residential development (up to 400 units), small scale retail/commercial units (approx 500m² gross) on 13ha of land. Construction of new access road from 'The Rosary' roundabout and associated works (Outline).

APPLICANT: Howsmoor Developments Ltd / Keebold Ltd

LOCATION: The Gateway Site Emersons Green East BRISTOL South Gloucestershire

In accordance with the application and accompanying plans, subject to the conditions specified below:

Submission of Reserved Matters

1. Details of the layout, scale and appearance of the buildings to be erected, and the landscaping of the site (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority before development on land to which the reserved matters relate commences. Development thereafter shall be carried out in accordance with the approved details.

South Gloucestershire Council, Environment and Community Services, PO Box 2081,
Bristol, BS35 9BP

Telephone: 01454 868004 Email: planningapplications@southglos.gov.uk

DRAFT NOTICE

Reason

To comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

2. Applications for the approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 5 years from the date of this permission.

Reason

To comply with the requirements of Section 91 of the Town & Country Planning Act 1990 (as amended).

3. The development hereby permitted shall be begun either before the expiration of 5 years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason

To comply with the requirements of Section 91 of the Town & Country Planning Act 1990 (as amended).

Submission of phasing plan

4. Unless otherwise agreed in writing with the local planning authority, no reserved matters applications shall be submitted until there has been submitted to and approved in writing by the local planning authority a detailed phasing plan that reflects the "sequence of development" parameter plan approved as part of this permission. The phasing plan shall indicate the sequence of development and relationship of that development to the delivery of infrastructure and facilities. It should further include the subdivision of the site into development parcels which are based on blocks to provide a basis for reserved matters submissions.

Applications for the approval of the reserved matters shall be in accordance with the phasing plan so approved, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To ensure that the development is comprehensively planned, designed and phased to ensure maximum practical integration between different land uses within and beyond the site is achieved to accord with policies D1 and M2 of the Adopted South Gloucestershire Local Plan (January 2006).

Submission and compliance with Masterplan and Design and Access Statement

South Gloucestershire Council, Environment and Community Services, PO Box 2081,
Bristol, BS35 9BP

Telephone: 01454 868004 Email: planningapplications@southglos.gov.uk

DRAFT NOTICE

5. Unless otherwise agreed in writing with the local planning authority, no applications for the approval of reserved matters shall be submitted (excluding those relating to exempt infrastructure works), until there has been submitted to and approved in writing by the local planning authority a detailed master plan and a design code.

The detailed masterplan and design codes shall contain the information required as set out in Chapter 1 (pages 8 and 9) of the approved Gateway Site Design and Access Statement - November 2010 and Addendum Sept. 2011 and shall be the regulating plan for the associated design code. The design code shall also include details of code testing undertaken prior to finalisation and proposals for monitoring and review.

Unless otherwise agreed in writing by the Local Planning Authority, the detailed master plan and design code shall accord with the following:

-principles and parameters described and illustrated in the Gateway Site Design and Access Statement - November 2010

-parameter plans hereby approved

Reason

To ensure that high standards of urban design and comprehensively planned development, designed and phased to ensure maximum practical integration between different land uses within and beyond the site is achieved to accord with policies D1 and M2 of the adopted South Gloucestershire Local Plan (January 2006).

6. Applications for the approval of the reserved matters shall be in accordance with the approved detailed masterplan and design code, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To ensure that high standards of urban design and comprehensively planned development, designed and phased to ensure maximum practical integration between different land uses within and beyond the site is achieved to accord with policies D1 and M2 of the adopted South Gloucestershire Local Plan (January 2006).

7. Applications for the approval of the reserved matters shall accord with the principles and parameters described and illustrated in the Gateway Site Design and Access Statement – November 2010 and Addendum Sept 2011- and with the approved detailed master plan and design code for the land to which the reserved matters application relates, unless otherwise agreed in writing by the local planning authority.

South Gloucestershire Council, Environment and Community Services, PO Box 2081,
Bristol, BS35 9BP

Telephone: 01454 868004 Email: planningapplications@southglos.gov.uk

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A statement shall be submitted with each reserved matters application to demonstrate how it accords with the Gateway Site Design and Access Statement – November 2010 and Addendum 2011 and the relevant detailed master plan and design code, or (where relevant) explaining why they do not.

Reason

To ensure that high standards of urban design and comprehensively planned development, designed and phased to ensure maximum practical integration between different land uses within and beyond the site is achieved to accord with policies D1 and M2 of the Adopted South Gloucestershire Local Plan (January 2006).

Affordable Housing

8. Prior to the submission of any reserved matters applications (excluding applications relating to exempt infrastructure works), a site wide affordable housing plan and an accompanying schedule shall be submitted to and approved in writing by the local planning authority. The plan shall show the distribution of 28.5% of the total dwelling numbers across all the residential land parcels shown in the residential land parcels in the approved phasing plan submitted pursuant to condition 4 above.

For each development parcel the plan and accompanying schedule shall show:

- the total number of affordable dwellings to be provided; and
- the mix of dwellings (in terms of the number of bedrooms and the proportion of houses and flats, broken down between social rented affordable housing units and intermediate units);

The subsequent reserved matters applications that show the proposed layout of the development shall show the proposed locations of the affordable dwellings. Development shall thereafter be carried out in accordance with the site wide affordable housing plan, accompanying schedule and reserved matters approvals unless otherwise agreed in writing by the local planning authority.

Reason

To ensure that the distribution of affordable houses assists the creation of an inclusive mixed community in accordance with policies M2 and H6 of the adopted South Gloucestershire Local Plan (January 2006).

Sustainable Construction

9. Applications for approval of the reserved matters shall not be submitted until an Energy Statement has been submitted to and approved by the Local Planning South Gloucestershire Council, Environment and Community Services, PO Box 2081, Bristol, BS35 9BP
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Authority. The Energy Statement shall be submitted to the Local Planning Authority with the detailed masterplan required by condition 5, and shall comprise the following:

- how the layout, scale and landscaping proposals have been designed to maximize passive solar gain and cooling as well as natural ventilation of the buildings;
- calculation of anticipated energy demand; and
- the proposed renewable or low carbon energy technologies.

The Energy Statement shall require reserved matters to achieve the following standards unless otherwise agreed in writing by the Local Planning Authority:

- a minimum of Level 3 of the Code for Sustainable Homes (or the equivalent level of such national measure of sustainability for house design that replaces the Code) for dwellings;
- a minimum 'Very Good' rating under the relevant Building Research Establishment Environmental Assessment Method (BREEAM) for all buildings types other than dwellings;
- reduce energy use or CO₂ emissions from energy use by users of the buildings constructed on site by a minimum of 10% through building design and/or on/off site renewable or low carbon energy production.

Applications for approval of the reserved matters shall be prepared in accordance with the approved Energy Statement, unless otherwise agreed in writing by the Local Planning Authority.

The dwellings shall achieve a minimum of Level 3 of the Code for Sustainable Homes. No dwelling shall be occupied until a final Code Certificate has been issued for it certifying that Code Level 3 has been achieved.

Reason

To achieve improved energy conservation, reduce CO₂ emissions and protect environmental resources in accordance with PPS1 and its draft supplement, PPS3, PPS22, Policy G and RE5 of the draft RSS, Policy D1 of the SGLP, and the South Gloucestershire Design Checklist SPD.

Landscape Details

10. No development shall take place on each development parcel until full details of both hard and soft landscaping works for that development parcel have been submitted to and approved in writing by the Local Planning Authority. Such

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details shall accord with the detailed masterplan and design code approved pursuant to condition 5 above, as well as the approved Landscape Framework Plan. These details shall include: proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting); proposed and existing functional services above and below ground (e.g. drainage power, communications cables, pipelines, manholes). Soft landscape works shall include: planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; and an implementation programme.

Reason

To protect and enhance the character and appearance of the area and the amenities of future occupiers in accordance with South Gloucestershire Local Plan Policies D1 and L1.

11. All hard and soft landscape works shall be carried out in accordance with the approved details. The works within each development parcel shall be carried out within the first planting season prior to occupation of the final dwelling on that development parcel or in accordance with the programme agreed in writing with the Local Planning Authority.

Reason

To protect and enhance the character and appearance of the area and the amenities of future occupiers in accordance with South Gloucestershire Local Plan Policies D1 and L1.

- 12 The plans and particulars submitted in accordance with condition 10 shall, for each development parcel, include:

- a) a plan showing the location of, and allocating a reference number to, each existing tree on the site which has a stem with a diameter, measured over the bark at a point 1.5 metres above ground level exceeding 75mm, showing which trees are to be retained and the crown spread of each retained tree;

- b) details of the species, diameter (measured in accordance with paragraph (a) above) and the approximate height, and an assessment of the general of health and stability, of each retained tree and of each tree which is on land adjacent to the site and to which paragraphs (c) and (d) below apply;

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c) details of any proposed tree works to any retained tree or of any tree on land adjacent to the site;

d) details of any proposed alterations in existing ground levels, and of the position of any proposed excavation within the RPA (root protection area) as defined in BS5837 2005 of any retained tree or of any tree on land adjacent to the site; and

e) details of the specification and position of fencing and of any other measures to be taken for the protection of any retained tree from damage before or during the course of development.

f) details of street trees shall include specification of root protection measures, and details of street tree management to encourage high level growth and maintain a clear zone directly above sewers.

In this condition “retained tree” means an existing tree which is to be retained in accordance with the plan referred to in paragraph (a) above.

All fencing to be in accordance with BS5837 2005 ‘Trees in Relation to Construction’ and retained and maintained for the duration of the construction period.

Reason

To protect and enhance the character and appearance of the area, the amenities of future occupiers, and to protect adopted sewers, in accordance with South Gloucestershire Local Plan Policies D1 and L1.

13. No development shall take place on each development parcel until a schedule of landscape maintenance for a minimum period of 5 years has been submitted to and approved in writing by the Local Planning Authority for that development parcel. The schedule shall include details of the arrangements for its implementation. Development shall be carried out in accordance with the approved scheme, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To protect and enhance the character and appearance of the area and the amenities of future occupiers in accordance with South Gloucestershire Local Plan Policies D1 and L1.

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Retail Development

14. The retail/commercial floor space (Class A1, A2, A3, A4, A5 and D1) hereby approved shall not exceed 500 sq m in total unless otherwise agreed in writing by the local planning authority.

Reason

To protect the vitality and viability of existing local centres in accordance with Policy RT7 of the adopted South Gloucestershire Local Plan (January 2006).

15. The retail/commercial development hereby approved shall be implemented in accordance with the phasing plan to be approved pursuant to Condition 4 above

Reason

To ensure that a mix of small scale local shops and services are provided in phase with the development to minimize the need to travel by private car, in accordance with Policy RT8 of the South Gloucestershire Local Plan (adopted January 2006)

Archaeology

16. Prior to the undertaking of any ground disturbance arising from the development hereby approved, a written scheme of investigation shall be submitted to the Local Planning Authority for approval. No ground disturbance shall take place until approval has been given in writing by the LPA and the archaeological works shall be completed in full in accordance with the Written Scheme of Investigation once approved.

For the avoidance of doubt the Written Scheme of Investigation shall address the requirements of the archaeological brief dated 27th January 2009, a copy of which is attached to this decision notice.

This condition will not be discharged until publication of the results of the Archaeological works has been agreed, unless a revised Written Scheme of Investigation is submitted and agreed under individual reserved matters applications.

Reason

In the interest of archaeological investigation or recording, and to accord with Policy L11 of the South Gloucestershire Local Plan (January 2006).

Waste Management Audit

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- 17 No development shall take place on each development parcel until a Waste Management Audit has been submitted to and approved by the Local Planning Authority in writing for that development parcel. The Waste Management Audit shall include details of:
- i. The volume and nature of the waste which will be generated through excavation processes;
 - ii. The volume of that waste which will be utilised within the site in establishing pre-construction levels, landscaping features, noise attenuation mounds etc;
 - iii. Proposals for recycling/recovering materials of value from the waste not used in schemes identified in (b), including as appropriate proposals for the production of secondary aggregates on the site using mobile screen plant;
 - iv. The volume of additional fill material which may be required to achieve, for example, permitted ground contours or the surcharging of land prior to construction; and
 - v. The probable destination of that waste which needs to be removed from the site and the steps that have been taken to identify a productive use for it in order to reduce the amount of waste sent to landfill.

Development shall be carried out in accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To accord with the Local Planning Authority's adopted Waste Management Strategy, and to accord with Policies 37 and 43 of the South Gloucestershire Minerals and Waste Local Plan (May 2002) and Policy EP1 of the South Gloucestershire Local Plan (January 2006).

Sustainable Urban Drainage and prevention of pollution

- 18 No development approved by this permission shall be commenced until a scheme for the provision and implementation of compensatory flood storage and associated works, as specified in the report entitled; Emersons Green East Development Folly Brook Catchment Surface Water Drainage Strategy Volumes 1 & 2 March 2006 (Halcrow Group Limited), which should be updated and amended and approved by the Local Planning Authority (in consultation with the Environment Agency) prior to commencement of development, to take account of PPS25 and the revised Development Framework Plan and the Landscape and Ecological Management Plan dated June 2008 (Cooper Partnership Ltd) has been submitted to and approved in writing by the Local Planning Authority. The

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scheme shall be implemented in accordance with the approved programme and details, insofar as it relates to the development of the Gateway site.

Reason

To alleviate the increased risk of flooding in accordance with Policies L18 and L17 of the South Gloucestershire Local Plan. The above specified report on the surface water drainage strategy for Emersons Green East has been agreed in principle by the Agency and South Gloucestershire Council's Technical Services, subject to detailed design approval, and supersedes the existing agreed drainage strategy as outlined in ; Folly Brook Catchment Surface Water Drainage Strategy June 1999 (Parkman). The EA have requested further amendment to take account of PPS25 in order to ensure sufficient land is being provided for natural floodplain, flood risk management infrastructure and river corridor margins within the site, as well as to re-evaluate the development's discharge rates and attenuation volumes in light of changes to the development framework plan and the latest climate change figures quoted in PPS25. This is to ensure that the proposed surface water attenuation features have sufficient capacity to contain it within the site and achieve betterment to the receiving catchment.

19. Prior to the submission of any reserved matters applications, details of the a scheme for the provision and implementation of the method of working and restoration and future maintenance of the Emersons Green east Development Folly Brook Catchment Surface Water Drainage Strategy dated May 2006 by Halcrow Group Limited(or as amended) shall be submitted for approval in writing by the Local Planning Authority. All such details as approved shall be fully implemented insofar as they relate to the Gateway site.

To meet these requirements the details must include:

- i) A future maintenance strategy document;
- ii) Agreement with the LPA on who will carry out future maintenance of the surface water drainage infrastructure (ponds, watercourses, control structures etc);
- iii) Agreement with the LPA on future financing arrangements to maintain the above.

Reason

To ensure a satisfactory means of drainage, and level of ecological interest, and to accord with Policies L18, L17 and L9 of the South Gloucestershire local Plan.

20. A strip of land 8 metres wide adjacent to the top of the banks of all watercourses fronting or crossing the site must be kept clear of all new buildings and structures except where approved by any reserved matters permission (including gates, walls and fences). Unless otherwise agreed in writing by the Council, ground levels must not be raised within such a strip of land.

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Reason

To preserve access to the watercourse for maintenance and improvement, in the interests of Policy L17 and L18 of the South Gloucestershire Local Plan.

21. The reserved matters for layout submitted pursuant to condition 1 shall include cross sections of any proposed culverts.

Reason

To ensure a satisfactory means of drainage is provided, and to accord with policies L18 and L17 of the South Gloucestershire Local Plan.

22. Prior to the commencement of development, a scheme for the provision of foul drainage works shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be completed in accordance with the approved plans before development commences.

Reason

To prevent pollution of the water environment, in accordance with Policies L17 and EP1 of the South Gloucestershire Local Plan.

23. There shall be no discharge of foul or contaminated drainage or trade effluent from the site into either groundwater or any surface waters, whether direct or via soakaways.

Reason

To prevent pollution of the water environment, in accordance with Policies L17 and EP1 of the South Gloucestershire Local Plan.

24. No development approved by this permission shall be commenced until a scheme for prevention of pollution during the construction phase has been approved by the Local Planning Authority. The scheme should include details of the following:-

1. Site security.
2. Fuel oil storage, bunding, delivery and use.
3. How both minor and major spillage will be dealt with.
4. Containment of silt/soil contaminated run-off.
5. Disposal of contaminated drainage, including water pumped from excavations.
6. Site induction for workforce highlighting pollution prevention and awareness.

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Invitation for tenders for sub-contracted works must include a requirement for details of how the above will be implemented.

Reason

To ensure that the proposed site investigations and remediation will not cause pollution of Controlled Waters in accordance with Policies L17 and EP1 of the South Gloucestershire Local Plan.

25. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.

Reason

To prevent pollution of the water environment, in accordance with Policies L17 and EP1 of the South Gloucestershire Local Plan.

Noise

26. The reserved matters submitted pursuant to condition 1 above shall include , a scheme to mitigate, at or near source, the impact of noise from the Avon Ring Road on the dwellings and their curtilages within that reserved matters parcel, to be agreed in writing by the local planning authority. The scheme shall include a survey of existing noise levels in this area. The scheme so approved shall be completed prior to the occupation of any of the dwellings within that parcel.

The building envelope of any plots in NEC C (as defined in PPG24) shall be constructed so as to provide sound attenuation against external noise, not less than 20dB(A), with windows shut and other means of ventilation provided.

Reason

To protect the amenities of the occupiers of completed dwellings and to accord with Policies EP1 and EP4 of the South Gloucestershire local Plan.

Car and Cycle Parking

27. The reserved matters submissions shall include detailed plans showing the provision of car and cycle parking facilities in accordance with the standards set out in Policies T7 and T8 of the South Gloucestershire Local Plan (Adopted January 2006) (or such other development plan document that may supersede these standards) and in locations that accord with the principles set out in the Gateway Site Design and Access Statement - November 2010. The

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development shall proceed in accordance with the agreed detailed plans, with the parking facilities provided prior to the first occupation of each of the associated buildings; and thereafter retained for that purpose, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To ensure the satisfactory provision of parking facilities and in the interest of highway safety and the amenity of the area, and to accord with Policies T7, T8, T12 and D1 of the South Gloucestershire Local Plan (January 2006).

28. The buildings shall not be occupied until their associated parking and manoeuvring areas have been drained and surfaced in accordance with details to be submitted to, and approved in writing by, the Local Planning Authority. The facilities so provided shall not be used, thereafter, for any purpose other than the parking and manoeuvring of vehicles, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To ensure the satisfactory provision of parking facilities and in the interest of highway safety and the amenity of the area, and to accord with Policies T7, T8 and T12 of the South Gloucestershire Local Plan (January 2006).

Construction Traffic

29. The approved means of access for construction traffic for each development parcel shall be submitted to and approved in writing by the Local Planning Authority and provided before the development commences on land to which the reserved matter relates and no other access points for construction traffic for that development parcel shall be provided unless otherwise agreed in writing by the Local Planning Authority.

Reason

In the interests of highway safety, and to accord with Policy T12 of the South Gloucestershire Local Plan (January 2006).

Hours of Working

30. The hours of working on site during the period of construction shall be restricted to 8am-6pm Mondays to Fridays; and 8am-1.00pm on Saturdays and no working shall take place on Sundays or Public Holidays. The term 'working' shall, for the purpose of clarification of this condition include: the use of any plant or

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machinery (mechanical or other), the carrying out of any maintenance/cleaning work on any plant or machinery deliveries to the site and the movement of vehicles within the site. Any 'working' outside these hours shall have the prior written consent of the Local Planning Authority.

Reason

To minimise disturbance to neighboring occupiers and in accordance with Policy EP1 of the South Gloucestershire Local Plan (January 2006).

Wheel Washing

31. No development shall take place on land to which the reserved matter relates, until details of wheel-washing facilities to be provided on site have been submitted to and approved in writing by the Local Planning Authority. These facilities shall be provided prior to development commencing on land to which this reserved matter relates and maintained during the period of construction. All commercial vehicles shall have their wheels washed before entering the public highway.

Reason

To safeguard the amenities of the locality and in the interests of highway safety in accordance with policy T12 of the South Gloucestershire Local Plan (January 2006).

Ecology and Protected Species

32. No development shall take place, including exempt infrastructure works, until a scheme for the protection of all retained hedgerows on the site (hereinafter called "the approved scheme for the protection of retained hedgerows") has been submitted to and approved in writing by the Local Planning Authority. The approved scheme for the protection of retained hedgerows shall include details of the specification and position of all temporary fencing that will be erected to protect the retained hedgerows for the duration of the remediation and construction periods, together with a management plan for the buffer zones between the protective fencing and each of the retained hedgerows, and details of an appropriate monitoring regime. The development shall be carried out in accordance with the approved scheme for the protection of retained hedgerows.

Reason

To protect the character, appearance and bio-diversity of the area and the amenities of future occupiers in accordance with Policies D1, L1, and L9 of the South Gloucestershire Local Plan (Adopted January 2006).

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33. Prior to commencement of any ground works, an ecological mitigation strategy for slow-worms shall be submitted to and agreed in writing with the Local Planning Authority. All work relating to slow-worms on site shall be subject to said strategy, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To protect the wildlife and the ecological interests of the site, in accordance with Policy L9 of the South Gloucestershire Local Plan (Adopted) January 2006.

34. Bats (European Protected Species) have been recorded on site. Prior to submission of the detailed masterplan, submitted pursuant to Condition 5, a new survey for bats to include any suitable buildings, trees and landscape features used for foraging or flight paths, shall be submitted and agreed in writing by the Local Planning Authority in consultation with Natural England. Should a roost be present, an agreed mitigation strategy (to include details of any work subject to European licensing under the Habitat Regulations 1994) will need to be submitted and approved by the local planning authority and shall be taken account of in the detailed masterplan.

Reason

To protect the wildlife and the ecological interests of the site, in accordance with Policy L9 of the South Gloucestershire Local Plan (Adopted) January 2006.

35. Prior to the submission of the detailed masterplan submitted pursuant to Condition 5, a survey detailing bird species and nest locations within the application site, to include details of hedges and habitat previously identified as being valuable to a range of nesting bird species shall be carried out and submitted to the local planning authority for written approval. The survey should particularly note any species qualifying as UK Priority Species (BAP); species of principal importance for biological diversity in Britain (Sect 74, CROW Act 2000; species listed on the RSPB Red or Amber lists; or species listed on the South Gloucestershire BAP. The survey as approved shall be used to inform the detailed masterplanning having regard to the retention of tree and hedgerow hotspots for bird nesting;

Reason

To protect the wildlife and the ecological interests of the site, in accordance with Policy L9 of the South Gloucestershire Local Plan (Adopted) January 2006.

36. Great crested newts, a European Protected Species, have been recorded adjacent to the site. Prior to commencement of any ground works an updated ecological mitigation strategy shall be submitted to and agreed with the Local Planning Authority in consultation with Natural England. All work shall be carried

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out in accordance with the approved mitigation strategy unless otherwise agreed in writing by the Local Planning Authority.

Reason

To protect the wildlife and the ecological interests of the site, in accordance with Policy L9 of the South Gloucestershire Local Plan (Adopted) January 2006.

37. No development shall take place until there has been submitted and approved in writing by the Local Planning Authority measures in respect of:
- (i) The protection of badgers and/or their setts (as identified through the site survey) by a badger mitigation strategy, to accord with the badger mitigation strategy for EGE as a whole.
 - (ii) The identification, through an updated site survey, of badgers and/or their setts as required by the badger Act 1992 should a period of 12 months or more elapse between the date of the Wardell Armstrong Badger Report – July 2010- and commencement of development.

Reason

To protect the wildlife and ecological interests of the site, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan, and to ensure the integration of any later sett closures/mitigation as the social groups' territories covers several different application sites.

38. The Landscape and Ecological Management Plan (Cooper Partnership June 2008) , and its addendum (August 2010)hereby approved shall, insofar as it relates to the application site, be fully implemented at all times unless otherwise agreed in writing by the Local Planning Authority.

Reason

To protect and manage the retained hedgerows, new semi natural habitat and Folly Brook tributary, in accordance with Policy L9 of the adopted South Gloucestershire Local Plan

39. No development shall take place in respect of the Rosary Roundabout and associated access and link road as indicated on approved drawing numbers PJF089-100-P1 Rev B, PJF089-100-P2 Rev A, and PJF089100-P3, or amended plans as otherwise agreed in writing by the Council. until full details of the following landscape works have been submitted and approved by the Council:

Roundabout landscape

Splitter island tree planting

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Any boundary treatments between the road and the culvert.

Planting scheme for Folly tributary bankside – existing and realigned length.

Reason

To protect and enhance the character and appearance of the area and the amenities of future occupiers in accordance with South Gloucestershire Local Plan Policies D1 and L1.

40. The reserved matters for layout submitted pursuant to condition 1 shall include cross sections of any proposed culverts.

Reason

To ensure a satisfactory means of drainage is provided, and to accord with policies L18 and L17 of the South Gloucestershire Local Plan.

41. In the event that the MMI application (PK10/ 0473/F) is not granted planning permission, details (in proportion with the level of detail hereby approved for the remainder of the site) of the treatment of this part of the application site shall be submitted to the Council, and approved in writing by the Council, prior to the commencement of any ground works, and thereafter form part of the outline planning permission hereby granted. Such details shall include landscaping and maintenance proposals only and no development, other than that which is necessary to provide access to and through this area.

Reason

In the interests of the visual amenity of the area and in accordance with Policies D1 and L1 of the South Gloucestershire Local Plan.

42. No development shall take place on site until a soil survey of the site is undertaken and the results submitted to the Local Planning Authority. The survey shall be taken at such points and to such depth as the Local Planning Authority may stipulate. A scheme for decontamination of the site shall be submitted to and approved by the Local Planning Authority in writing and the scheme as approved shall be fully implemented and completed before any residential unit hereby permitted is first occupied.

Reason

To ensure that adequate measures have been taken to mitigate against contaminated land to accord with Policies EP1 and EP6 of the South Gloucestershire Local Plan.

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Definition of Exempt infrastructure works:

- (a) Internal circulation route and other principal streets and associated lighting/safety apparatus, drainage, public utilities apparatus and works Connections to the Folly Roundabout;
- (b) Connections to the Rosary Roundabout;
- (c) Works in accordance with the Scheme for Strategic Surface Water Drainage: Emersons Green East Folly Brook Catchment Surface Water Drainage Strategy Volumes 1& 2 may 2006: Halcrow Group Ltd.
- (d) Works in accordance with the Scheme for Strategic Foul Water Drainage;
- (e) Strategic footways and cycleways which extend over more than one Development Zone or are located outside a Development Zone;
- (f) M4 noise fence as shown on Cooper Partnership drawing numbers 972-135 and 972-133 [as amended] received by the Council on [dated when amended plan submitted];
- (g) Undergrounding of electricity pylons
- (h) Pedestrian bridge over the Avon Ring Road.

SUMMARY OF REASONS FOR GRANTING PLANNING PERMISSION IN ACCORDANCE WITH ARTICLE 31 OF THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) ORDER 2010.

The proposed development has been tested against the following policies of the Development Plan and, in the opinion of the Local Planning Authority is not in conflict with the following policies or adopted Supplementary Planning Guidance when read in conjunction with the planning conditions imposed.

It is considered that the proposed development is in conformity with the provisions of Policy M2 of the South Gloucestershire Local Plan in terms of the development of a sustainable mixed use development, planned on a comprehensive basis, designed to ensure maximum practical integration

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between different uses and provision of ancillary facilities and supporting infrastructure.

A package of highway measures has been identified that will serve to encourage reduced use of single occupancy car travel, and mitigate against development traffic generated, in compliance with Policies M2, T5, T6 and T12 of the SGLP. Further officers consider that the revised bridge location and arrangements comprise a good solution to meeting the essential requirements of providing a safe, convenient and pleasant route in order to reduce the severance of the Ring Road between Emersons Green West and East, in accordance with Policy M2 of the SGLP and Policy 13 of the Adopted Joint Replacement Structure Plan. The proposed POS provision is all provided on the EGE site as a whole and is commensurate with the scale of the development and therefore is considered to satisfactorily comply with Policy LC 8. It is further considered that the proposal is acceptable in terms of the provision of community facilities commensurate with this scale of development, in accordance with Policy M2 and Policies LC1, LC2, S1, and S2 of the SGLP.

The proposed Landscape and Ecological Management Plan is acceptable in terms of complying with Policies L1 and L9 of the SGLP, and the archaeological information complies with Policy L11. The DAS and parameter plans are now considered to be acceptable and in compliance with the Council's Design Checklist and Policy D1 of the SGLP. The Council's Drainage Engineer and the Environment Agency have confirmed that the proposals are in accordance with the Halcrow Strategy, which forms the Flood Risk Assessment for EGE, subject to a number of conditions relating to the provision of additional details at reserved matters stage, the proposal therefore complies with Policies L17 and 18 of the SGLP.

The application includes a supporting Sustainability and Energy Strategy. This has been considered in terms of PPS1 and its supplement, Planning & Climate Change, Policy D1 and the Design Checklist SPD as well as the Development Brief and is acceptable. Having regard to Policy H6, the proposal includes the provision of affordable housing in accordance with this policy as set out under *Section 106 obligations*.

The recommendation to grant planning permission has been taken having regard to the policies and proposals in the South Gloucestershire Local Plan (Adopted) January 2006 set out above, and to all the relevant material considerations set out in the report.

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It is considered that the proposed S 106 amendments that ensure coordination with the GHQ application (PK04/1965/O), will still provide a comprehensive package of supporting facilities and infrastructure in scale and kind with to the development, as required by Policy M2 of the SGLP. Further, it is considered that the SGLP target for dwelling numbers at EGE as set out in Policy H1 will still be met and therefore there is no Policy objection to the proposed revised density range. It is considered that the proposed development is in conformity with the provisions of Policy M2 of the South Gloucestershire Local Plan in terms of the development of a sustainable mixed use development, planned on a comprehensive basis, designed to ensure maximum practical integration between different uses and provision of ancillary facilities and supporting infrastructure.

ADDITIONAL INFORMATION

1. This decision relates only to the plans identified below:

Density plan PL_008 REV B
Development Framework Plan PL_002 REV A
Movement network and Hierarchy Plan PL_004 Rev A
Sequence of Development PL_005 Rev A
Built form and massing PL_003 Rev A
Application Boundary Plan PL_001 Rev A
Application Indicative layout ES4 Rev C
Footbridge – 6198-036 and Rev A
Landscape Framework Plan PL_009 Rev B
Public Rights of Way Plan PL_006 Rev B
Open Space Areas Plan ES25 Rev B
Design and Access Statement Nov 2010 (WYG/Cundall/Hamiltons)
Design and Access Statement Addendum September 2011 (WYG)
Rosary roundabout phase 1- PJF 089-100-P1 Rev B
Rosary roundabout phase 2- PJF 089-100 P2 Rev A

2. This permission is to be read in conjunction with the AGREEMENT AND UNDERTAKING dated **** in pursuance of Section 106 of the Town & Country South Gloucestershire Council, Environment and Community Services, PO Box 2081, Bristol, BS35 9BP
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Planning Act 1990, as amended by Section 12 of the Planning & Compensation Act 1991.

3. This permission shall not be construed as granting rights to carry out works on, or over, land not within the ownership, or control, of the applicant.
4. This site is within a former mining area. No mine shaft or adit must be filled or grouted in such a manner that underground mining drainage levels or culverts become blocked or sealed, in order to avoid flooding or water emergence. You are advised to contact the Council's Technical Support (Street Care) in all cases where mining remedial works are required.
5. Attention is drawn to the fact that trees on this site are covered by a Tree Preservation Order. It is an offence to contravene the provisions of the Tree Preservation Order, by pruning or felling the tree(s) without consent from the Local Planning Authority.
6. Attention is drawn to the fact that hedgerow(s) on the site may constitute "important hedgerow(s)" within the definition of the Hedgerow Regulations 1997 for which notification of removal must be provided to the Local Planning Authority. You are advised to consult the Development Control Manager regarding the implications of the Regulations prior to the removal of any hedgerow(s) on the site.
7. Your attention is drawn to the fact that the building/site, which is subject to the application, is occupied by species afforded special protection under the Wildlife and Countryside Act 1981. Under the provisions of the Act you must consult English Nature, South West Regional Office, Roughmoor, Bishops Hull, Taunton TA1 5AA before proceeding with the development authorised by this Decision Notice.
8. The Wildlife and Countryside Act 1981 makes it a criminal offence to damage or destroy the nest of any wild bird whilst that nest is in use or being built. Established working practice avoids works to any hedgerow, tree or other vegetation where birds may reasonably be expected to make their nest (such as scrub) between 1 March and 31 August in any year. Care should be taken outside of this exclusion period as variations in climate may extend the nesting season.
9. Under the provisions of the Badgers Act 1991 it is an offence to interfere with any badger set. This includes the damaging, destruction or obstruction of any entrance. You are strongly advised to consult English Nature, South West Regional Office, Roughmoor, Bishops Hull, Taunton TA1 5AA before proceeding with the development hereby authorised.

South Gloucestershire Council, Environment and Community Services, PO Box 2081,
Bristol, BS35 9BP

Telephone: 01454 868004 Email: planningapplications@southglos.gov.uk

DRAFT NOTICE

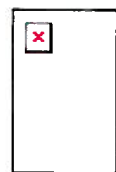
10. Under the provisions of the Badgers Act 1991 it is an offence to interfere with any badger set. This includes the damaging, destruction or obstruction of any entrance. You are strongly advised to consult English Nature, South West Regional Office, Roughmoor, Bishops Hull, Taunton TA1 5AA before proceeding with the development hereby authorised.
11. The site of this application is crossed by a public right of way/ bridleway, and development insofar as it affects the right of way/ bridleway should be kept open for public use, unless and until an Order under Section 257 of the Town & Country Planning Act 1990 for the diversion or extinguishment of the right of way/bridleway has been made and confirmed.

PLEASE NOTE: The development hereby permitted must be implemented in accordance with plans hereby approved and any conditions specified above. The conditions may specify that works are to be carried out or details are required to be submitted for further approval, before all or part of the development is otherwise commenced. If the permission is commenced without these requirements being fully met, or in any other manner, the development may be unauthorised and the permission invalidated. The council holds a definitive copy of this planning decision notice. You should be aware of the risk that subsequent copies of the decision notice may be subject to unauthorised alteration and if necessary you are advised to refer to the council for verification. The definitive copy can be viewed via the council's planning website.

DM Whinham

MAJOR SITES MANAGER

DATE:



South Gloucestershire Council, Environment and Community Services, PO Box 2081,
Bristol, BS35 9BP
Telephone: 01454 868004 Email: planningapplications@southglos.gov.uk

APPENDIX 2
MODEL FORM HIGHWAYS WORKS BOND

FORM OF BOND

THIS BOND dated [] is made between [] whose registered office is at [] (the "**Developer**") [] whose registered office is at [] (the "**Surety**") and South Gloucestershire District Council of The Council Offices, Castle Street, Thornbury, South Gloucestershire, BS35 1HF (the "**Council**")

WHEREAS:-

1 By a deed made under (inter alia) section 106 of the Town and Country Planning Act 1990 (the "**Deed**") dated [] 2012 made between amongst others the Developer and the Council relating to the development of land situate at The Gateway Site Emersons Green East to the east of Avon Ring Road South of M4 Motorway (the "**Land**") the Developer is under obligations to pay certain financial contributions and carry out certain defined works on the terms and conditions specified in the Deed.

2 [Paragraph [1.1.1][1.1.2]* of Part 2 of Schedule 1 of the Deed contains a covenant requiring the Developer to provide a bond in respect of its obligations to carry out the [Phase 1 Works][Phase 2 Works]* (as defined therein), such bond to be with a surety (approved by the Council)]

OR

2 Paragraph [1.1.][1.2] of Part 2 of Schedule 16 of the Deed contains a covenant requiring the Developer to provide a bond in accordance with the schedule at Appendix 6 of the Deed, such bond to be with a surety approved by the Council

NOW THIS AGREEMENT WITNESSES:

1 The Developer and the Surety are bound jointly and severally to the Council for the sum set out in the attached Schedule (the "**Bond Figure**")

2 The Surety shall in the event of receipt of a Call Notice in accordance with paragraph 1.4.1 of Part 2 of Schedule 16 of the Deed certifying the Developer's default [or in the event of the Director giving notice pursuant to paragraph 10.4 of Part 3 of Schedule 1]* pay to the Council within Five Working Days of receipt of the relevant notice such sum of money as specified in the notice **PROVIDED THAT** the amount demanded by the Council whether as a single sum or as an aggregate sum shall not exceed the Bond Figure

3 It is hereby agreed and declared that the Surety shall not be released or discharged from this Bond by any arrangement which may either with or without the assent or notwithstanding the dissent of the Surety be made between the Developer and the Council by any dealing or transaction which may take place between the Developer and the Council

4 [This Bond shall cease to have effect upon the issue Certificate No 2 for the [Phase 1 Works][Phase 2 Works]* pursuant to paragraph 14.3 of Part 3 of Schedule 1 of the Deed] **OR**

5 [This Bond shall cease to have effect upon the issue of Certificate B for the MMI Works pursuant to paragraph 3.3.5 of Part 2 of Schedule 4 of the Deed] **OR**

4 [This Bond shall cease to have effect upon the discharge of all the obligations to which the Bond relates as set out in the attached Schedule [pursuant to paragraph 3.1.2 and/or paragraph 3.2 of Part 2 of Schedule 16 of the Deed]

(* delete as appropriate)

IN WITNESS of which this Bond has been duly executed as a deed on the date and year first before written

[Execution Clauses]

Schedule

Secured Item	Secured Value (Index Linked)	Specific Provisions as to reduction/release of Security

APPENDIX 3
EMERSON GREEN (EAST) BUS SERVICES
GENERIC SPECIFICATION

Tables 1-2 show a broad outline of the bus services supporting the Emerson Green (East) development.

Table 1 (Key services)		
Description	Limited Stop City Service	
Terminal Points	EGreen District Centre (EGreen (East)) and Bristol City Centre	
Prospective route:	District Centre, EGreen (East), Science Park, A4174, M32, Bristol City Centre, Harbourside.	
Stopping Points:	All stops to M32, Bond Street, Bristol Centre and Harbourside	
Provisional Timetable:		
Monday to Friday	Inward	Outward
Target Frequency	Not less than 30 minutes (first bus circa 0700, last bus circa 1900)	
Saturday	Inward	Outward
Target Frequency	30 minutes (first bus circa 0730, last bus circa 1900)	
Sunday	Inward	Outward
No service		
Description	Limited Stop Orbital Bus Service	
Terminal Points	Emersons Green to U.W.E. (then Cribbs Causeway)	
Prospective route:	District Centre, EGreen (East), Science Park, UWE, Cribbs C'way Bus Stn	
Stopping Points:	All recognised bus stops	
Provisional Timetable:		
Monday to Friday	Westbound	Eastbound
Target Frequency	Not less than 30 minutes (first bus circa 0700, last bus circa 1900)	
Saturday	Westbound	Eastbound
Target Frequency	30 minutes (first bus circa 0730, last bus circa 1900)	
Sunday	Westbound	Eastbound
No service		

Table 2 (Local Services)

Description			Limited Stop City Service		
Terminal Points			EGreen District Centre (EGreen (East)) and Bristol City Centre		
Prospective route:			District Centre, EGreen (East), Science Park, +return, then (48/49) routes to Mueller Road, M32/junction 2, Bond Street, Centre Harbourside.		
Stopping Points:			All stops		
Provisional Timetable:					
Monday to Friday		Inward		Outward	
Target Frequency		30 minutes in the am and pm peak hours, no interpeak (first bus circa 0700, last bus circa 1900)			
Saturday		Inward		Outward	
No service					
Sunday		Inward		Outward	
No Service					
Description			Rural Service		
Terminal Points			Chipping Sodbury, Emerson Green and Kingswood		
Route			Chipping Sodbury, Yate, Badminton Road, EGreen(East), District Centre, Kingswood		
Stopping Points			All recognised bus stops		
Provisional Timetable:					
Monday to Friday		Inward		Outward	
Target frequency		30 minutes through the day (first bus circa 0730, last bus circa 1900)			
Saturday		Inward		Outward	
Target frequency		2 Hourly (first bus circa 0830, last bus circa 1730)			
Sunday		Inward		Outward	
No service					
Description			East Fringe Local Service		
Terminal Points			SPark and Kingswood		
Route			SPark, EGreen (East), District Centre, Staple Hill, Kingswood, Hanham		
Stopping Points			All recognised bus stops		
Provisional Timetable:					
Monday to Friday		Inward		Outward	
Target frequency		hourly through the day (first bus circa 0700, last bus circa 1830)			
Saturday		Inward		Outward	
Target frequency		Hourly throughout the day (first bus circa 0830, last bus circa 1800)			
Sunday		Inward		Outward	
No service					
Description			Orbital Local Service		
Terminal Points			Emersons Green to U.W.E. (then Shirehampton/Avonmouth)		

Route:	Emersons Green District Centre, EGreen(East), SPark, UWE, Cribbs Causeway Bus Stn	
Stopping Points:	All recognised bus stops	
Provisional Timetable:		
Monday to Friday	Westbound	Eastbound
Target Frequency	Hourly (first bus circa 0700, last bus circa 1900)	
Saturday	Westbound	Eastbound
Target Frequency	Hourly (first bus circa 0730, last bus circa 1900)	
Sunday		
No service		

APPENDIX 4

DETAILS TO BE INCLUDED IN THE MANAGEMENT REGIME

- the responsible person (including emergency contact details)
- constitution composition memorandum of articles/association objectives and management arrangements
- maintenance specifications
- the management of the Open Spaces including the following aspects:
 - o ecological
 - o social
 - o landscape
 - o community
 - o land management
 - o wildlife
 - o amenity use
- funding arrangements to enable the management maintenance replacement of facilities and equipment and future development of the Open Spaces in perpetuity
- details of the procedure to be implemented should the owner become insolvent or fail in its duties

APPENDIX 5
MODEL FORM OF TRANSFER

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: {T.B.C.}
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: {T.B.C.}
3	Property: {T.B.C.} The property is identified <input type="checkbox"/> on the attached plan and shown: <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: "the Relevant Owner" <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register:

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

Council Offices, Castle Street, Thornbury, South Gloucestershire BS35 1HF

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

One pound (£1.00) plusVAT if any

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 Additional provisions

12.1 **Definitions**

In this transfer the following definitions apply: -

Conducting Media

drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains (or any of them) poles with supporting stays, optic

<i>Property</i>	fibres, culverts, ventilation shafts, electricity substations, gas governors and all and any other ancillary equipment and apparatus for the conduct of Services.
<i>Transferor's Retained Property</i>	the property the subject of this transfer or any part of such property the land now or previously in title number(s) { } currently as shown edged {blue} on the plan attached to this transfer or any part of such property
<i>Roads</i>	any road intended to be adopted as a highway maintainable at the public expense with any track, footway, footpath, highway, verge, cycleway, bridleway and bridlepaths together with all associated works including lighting sight lines, signage, fencing, drains, gullies and other associated related or ancillary works
<i>Services</i>	the supply of gas, water, electricity, telephone, telecommunications, foul and surface water drainage and all other appropriate services

12.2 Rights granted to the Transferee

12.2.1 The rights attaching to the Property for the benefit of the Transferee and its successors in title to the Property and all others (including without limitation all lessees of or other occupiers of and visitors to the Property) as may be authorised by the Transferee or such successors as so as to bind the Transferor's Retained Property for: -

- (a) the right to the free and uninterrupted passage of Services through the Conducting Media, which now are or may in the future be in, on or under the Transferor's Retained Property and which serve or are capable of serving the Property until such Conducting Media is adopted and publicly maintained
- (b) (subject to the conditions set out in clause 12.2.2) a right to or connect to any Conducting Media which now are or may in the future be in on or under the Transferor's Retained Property as may be necessary to serve the Property (but for the avoidance of doubt no other property)
- (c) (subject to the conditions set out in clause 12.2.2) a right of entry upon the Transferor's Retained Property for the purpose of repairing, maintaining, renewing, replacing, or connecting the Conducting Media referred to in sub-clauses (a) and (b) above until such Conducting Media is adopted and publicly maintained
- (d) the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles for all purposes and at all times over the Roads until the same are adopted and publicly maintained PROVIDED THAT the Transferor and its successors in title shall have the right to relocate any such Roads prior to the date on which they are adopted as part of the highway maintainable at the public expense subject to the relocated route of the same not being materially less efficacious
- (e) a right of support from the Transferor's Retained Property

12.2.2 The exercise of the rights referred to in clauses 12.2.1(b) and (c) above are subject to

the conditions that:

- (a) the rights shall not be exercisable over the site of a completed building or its curtilage nor shall the rights hereby granted materially affect the layout of the development of the Transferor's Retained Property over which such rights are exercised or shall materially prejudice, interfere with or otherwise affect a dwelling structurally completed building or a partially constructed building AND IT IS HEREBY AGREED for the avoidance of doubt that none of the rights hereby granted shall be exercised so as to facilitate the connection of Conducting Media or Roads to any property or for the use of any property other than the Property
- (b) before exercising any such right, the Transferee is to give not less than 28 days' written notice to the Transferor specifying the purpose for which entry is required (except in case of emergency when as much notice as practicable shall be given), accompanied by drawings, specifications and other written details of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to execute on the Transferor's Retained Property, and such other information as the Transferor may reasonably require
- (c) the Transferee must obtain the prior approval in writing of the Transferor for any works to be done on the Transferor's Retained Property (such approval not to be unreasonably withheld or delayed)
- (d) in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (such approval not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities
- (e) in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly make good all damage done to the Transferor's Retained Property to the Transferor's reasonable satisfaction
- (f) the Transferee is to keep the Transferor and all persons deriving title to the Transferor's Retained Property indemnified against all claims, liability and costs sustained or incurred from the exercise, or purported exercise, of the rights
- (g) the Transferee giving due consideration to the proposals of the Transferor for the development of the Transferor's Retained Property and the programme of such development
- (h) the requirement that the Conducting Media shall wherever practicable and economical be beneath roads, footways or verges
- (i) where appropriate the Transferee shall obtain the appropriate approvals consents and permissions of the local highway authority the relevant service companies and the local planning authority before the rights are exercised
- (j) the Transferor and its successors in title shall have the right to relocate the

Conducting Media PROVIDED THAT the relocated route of the same shall not be materially less efficacious and the supply of Services to and from the Property shall not be materially interrupted

12.3 Rights reserved for the benefit of other land

The rights and liberties hereinafter described to the intent that the said rights and liberties may be annexed to the Transferor's Retained Land or any part thereof in whatever state the same may become and enure for the benefit of and be exercisable by the Transferor and their successors in title and assigns owner or owners or occupiers for the time being of the Retained Land or any part thereof and its his or their workmen and licensees: -

12.3.1 The right to deal with the Retained Land as Transferor shall think fit notwithstanding any diminution caused in the access of light and air to the Property

12.3.2 The right to construct use and connect into any foul and surface water drains now or within the Perpetuity Period lying in over or under the Property including the free and uninterrupted right to pass foul and surface water through such foul and surface water drains pending adoption of the same as publicly maintainable sewers and the right to go on the Property for the purposes of maintaining renewing inspecting constructing and making connections into such foul and surface water drains

12.4 General Provisions relating to Rights Reserved

12.4.1 The siting of the Conducting Media or other matter pursuant to the exercise of the rights shall be determined by the parties acting reasonably

12.4.2 The rights of entry are exercisable by the relevant party or persons acting on its behalf with workmen materials tools vehicles plant and other machinery

12.4.3 The person exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable

12.4.4 Nothing in this Transfer shall affect or abridge the effect or operation of Section 162(1)(d) of the Law of Property Act 1925

12.4.5 None of the rights shall apply to or be exercised over any land transferred to or vested in any of the Service Authority or covered by a building

12.5 Transferee's covenants

12.5.1 The Transferee (with the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise) hereby covenants with the Transferor to observe and perform from the date of this transfer the covenants and conditions relating to the Property referred to in the registers of title number { } at the date of this transfer other than those relating to financial matters so far as the same are still subsisting and to indemnify the Transferor against any liability for future breaches or non-performance of any such covenants and conditions.

12.5.2 The Transferee hereby further covenants with the Transferor (in its personal capacity only) so as to benefit each and every part of the Transferor's Retained Property into

whosoever's hands the same may come and so as to bind the Transferee and its successors in title to the Property but so that such covenants may be fully and effectively released by Keelbold Limited and Howsmoor Developments Limited without the requirement for releases from its successors in title and assigns:

- (a) not to use the Property or cause or permit it to be used otherwise than

[the transfers of Open Spaces and MMI shall contain a restrictive covenant in the terms set out in the relevant Schedule to the S106 agreement]

- (b) not to cause or permit any building structure landscaping or works on the Property to obstruct or interfere with any sight lines or visibility splays by any Relevant Authority in respect of the development of the Transferor's Retained Property and or with any rights or entitlements to light air and support in favour of the Transferor's Retained Property
- (c) not to dispose of any interest in the Property or in any part thereof without first obtaining from the disponee and delivering to the Transferor (here meaning {.....} - not its successors in title) duly executed and completed deed of covenant directly with the Transferor to observe the covenants and provisions of paragraph 12 of this transfer herein contained including this covenant insofar as they relate to the whole or part of the Property to be disposed
- (d) to maintain or procure the maintenance of the Property in a condition suitable for its intended use in accordance with Clause 12.5.2. (a)

12.6 Agreements and Declaration

- 12.6.1 A person (a "Third Party") who is not a party to this deed has no right under the Contracts (Rights of Third Parties Act 1999 to enforce any term of this deed notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act
- 12.6.2 The Property shall not enjoy any rights privileges and appurtenances appertaining or reputed to ascertain to the Property by virtue of Section 62 Law of Property Act 1925 and the rule in *Wheeldon v Burrows* over the Transferor's Retained Property other than those specifically granted by the Transfer
- 12.6.3 The Transferee shall not by implication otherwise become entitled to any right of light or air or other rights, privileges and appurtenances appertaining whatsoever which would restrict or interfere with the free use of the Transferor's Retained Property or an part thereof for building or any other purposes or any right other than those expressly granted by this transfer and the Transferor and its successors in title shall be at liberty to rebuild alter add to or develop the Transferor's Retained Land in any manner and the Transferee shall not be entitled to any compensation for damage annoyance inconvenience or disturbance caused

12.7 Restriction

{The Parties HEREBY APPLY to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of the Title to the Property: -

"RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate by a conveyancer that the provisions of paragraph 12.5.2 (c) of the Transfer dated { } made between { } (1) and { }(2) have been complied with or that they do not apply to the disposition}

13 Execution

EXECUTED as a **DEED** by)
)
acting by its duly authorised officers)

Director

Director / Secretary

THE COMMON SEAL of)
SOUTH GLOUCESTERSHIRE)
DISTRICT COUNCIL)
was hereunto affixed in the presence of:)

Member of the County
Council

Duly Authorised Officer}

APPENDIX 7

LETTER OF RELEASE

TO BE TYPED ON THE COUNCIL'S HEADED NOTEPAPER

Dear Sir

We acknowledge receipt of your letter of [] stating that the planning obligations imposed upon the Owners in the Deed made pursuant to s106 of the Town and Country Planning Act 1990 dated [] and made between [] which are specified in the Schedule below have been fulfilled.

Schedule

[specify released obligations]

Having considered the evidence you have submitted we agree that the planning obligations referred to in the Schedule above have been fulfilled and hereby release the Owners and the Land from any further liability in respect of those planning obligations.

Yours faithfully

For and on behalf of the Council being duly authorised to do so

APPENDIX 8

APPROVED AHP

West of England Housing Delivery Panel



Contact List

Lot 1 – Development Only

Company	Contact
Arc Developments South West Limited	mike.day@arcadahousing.co.uk 01934 732 659
Aster Group Limited	anna.kear@aster.org.uk 01380 735 662
Linden Homes Limited	stephen.teagle@gallifordtry.co.uk 01626 956 789
Leadbitter Group	nick.jenkins@leadbitter.co.uk 01454 774 794

Lot 2 – Development & Management

Company	Contact
Somer Housing Group	jane_alderman@somer.org.uk 01225 366 008 / 07974 983 019
Sovereign Housing Group	simon.parks@sovereign.org.uk 0117 317 0722
Knightstone Housing Association	caroline.hughes@knightstone.co.uk 0117 984 8113
Affinity Sutton Group	julia.charter@affintysutton.com 0207 378 5527
Merlin Housing Society	peter.crouch@merlinhs.co.uk 01454 821429
Guinness Trust	nikki.tillett@guinness.org.uk 01275 395 755
Jephson Homes Housing Association Ltd	neil.blackbeard@jephsonsone.org.uk 01454 204 015
Bromford Housing Group Ltd	darren.isbell@bromford.co.uk 01285 885 011

L-IND Consortium: Aster Homes Bristol Community Housing Foundation Elim Housing Association Ltd. Solon SW Housing Association Ltd. United Housing Association	anna.kear@aster.org.uk oona@bchf.co.uk a.allender@elimhousing.co.uk jim_newtonsmith@solonswha.co.uk eileen.brown@unitedha.org.uk Charlie.mosse@unitedha.org.uk
Sanctuary Housing Association	mike.santon@sanctuary-housing.co.uk 01905 334 060

Lot 3 – Management Only

Company	Contact
Elim Housing Association Ltd.	a.allender@elimhousing.co.uk 01454 411 172
Bristol Community Housing Foundation	oona@bchf.co.uk 0117 947 0501
Solon SW Housing Association Ltd.	jim_newtonsmith@solonswha.co.uk 0117 916 7762
United Housing Association	eileen.brown@unitedha.org.uk 0117 944 0545 Charlie.mosse@unitedha.org.uk 0117 970 3075
Alliance Homes	jon.hobbs@alliancehomes.org.uk 01275 398 182

Lot 4 – Extra Care Housing

Company	Contact
Leadbitter Group	nick.jenkins@leadbitter.co.uk 01454 774 794
Knightstone Housing Association	caroline.hughes@knightstone.co.uk 0117 984 8113
Brunel Care	staylor@brunelcare.org.uk 0117 914 4221
Somer Housing Group	jane_alderman@somer.org.uk 01225 366 008 / 07974 983 019 james_bullivent@somer.org.uk 01225 366098
Housing 21	stuart.moran@housing21.co.uk 0370 192 4518
Alliance Homes	jon.hobbs@alliancehomes.org.uk 01275 398 182

Lot 5 – Rural Housing Partners

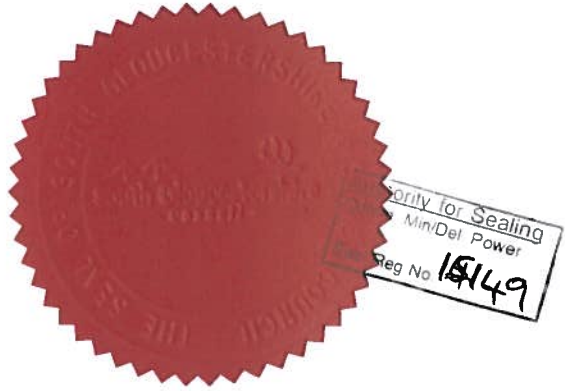
Company	Contact
English Rural Housing Association	james.taylor@englishrural.org.uk 01376 571 714 / 07810 811 739 louise.davidson@englishrural.org.uk 01934 811 713 / 07916 294 769
Somer Housing Group	jane_alderman@somer.org.uk 01225 366 008 / 07974 983 019
Guinness Trust	nikki.tillett@guinness.org.uk 01275 395 755

Merlin Housing Society	peter.crouch@merlinhs.co.uk 01454 821429
Jephson Homes Housing Association Ltd	neil.blackbeard@jephson.org.uk 01454 204 015
Knightstone Housing Association	caroline.hughes@knightstone.co.uk 0117 984 8113
South Western Housing Society	pyorke@swhs.org.uk 01934 529 990

Executed as a Deed by affixing)
the Common Seal of)
SOUTH GLOUCESTERSHIRE DISTRICT)
COUNCIL)
in the presence of:-

[Handwritten signature]

**Deputy to the
Head of Legal & Democratic Services**



Executed as a Deed by)
TAYLOR WIMPEY UK LIMITED)
acting by its attorneys)
in the presence of:

[Handwritten signature]

DEBBIE FITZPATRICK
Taylor Wimpey UK Limited
600 Park Avenue
Aztec West
Bristol
BS32 4SD

Diana Cummings

Attorney *[Signature]*

Attorney *[Signature]*
JAMES BALL

Executed as a Deed by)
KEELBOLD LIMITED acting by its duly)
authorised officers)

Director

Director/Secretary

[Handwritten signature] 

Executed as a Deed by)
HOWSMOOR DEVELOPMENTS LIMITED)
acting by its duly authorised officers)

Director

Director/Secretary

[Handwritten signature]
Lesley Freed

Executed as a Deed by)
HERON LAND DEVELOPMENTS LIMITED)
acting by its duly authorised officers)

Director

Director/Secretary

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