

DATED 19th May 2011

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL
and
JOHN GWYNNE GRENFELL AND STEPHEN FRANCIS LAURIE SMAILES
and
SYLVIA MAUREEN TANNER AND JANE GOLLEDGE
and
THE PERSONAL REPRESENTATIVES OF JAMES NEIL HAYWARD COUNSELL (Deceased)
and
KATE JUDITH ACKERMAN, THOMAS ROBERT CLOTHIER, SARAH ROSEMARY SHEARS
and
CREST NICHOLSON PROPERTIES LIMITED
and
CREST NICHOLSON OPERATIONS LIMITED
and
CREST NICHOLSON (SOUTH WEST) LIMITED
and
MUBEN INVESTMENTS LIMITED
and
CREST STRATEGIC PROJECTS LIMITED

DEED OF VARIATION OF PLANNING AGREEMENT DATED 14 SEPTEMBER 2007
AND
DEED OF UNDERTAKING DATED 14 SEPTEMBER 2007

Under Section 106 and 106A of the Town and Country Planning Act 1990
Section 278 of the Highways Act 1980
Sections 111 and 120 of the Local Government Act 1972 and other
statutory provisions relating to land at Harry Stoke Stoke Gifford

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THIS DEED OF VARIATION is made the 19th day of May 2011

BETWEEN:

- (1) **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** of The Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF ("the Council") of the first part and
 - (2) **JOHN GWYNNE GRENFELL AND STEPHEN FRANCIS LAURIE SMAILES** of 51 Victoria Street, Bristol, BS1 6AD of the second part and
 - (3) **SYLVIA MAUREEN TANNER** of Thornlands, Staplecross, Hockworth, Wellington, Somerset, TA21 0NJ and **JANE GOLLEDGE** of 29 Weymouth Street, London W1G 7DA of the third part and
 - (4) **THE PERSONAL REPRESENTATIVES OF JAMES NEIL HAYWARD COUNSELL (Deceased)** being **KATE JUDITH ACKERMAN** of Maules Nursery, Filton Road, Hambrook, Bristol, BS16 1QY AND **TIMOTHY JAMES COUNSELL** of 9 Jubilee Crescent, Mangotsfield, Bristol BS16 9BB of the fourth part and
 - (5) **KATE JUDITH ACKERMAN** of Maules Nursery, Filton Road, Hambrook, Bristol, BS16 1QY **THOMAS ROBERT CLOTHIER AND SARAH ROSEMARY SHEARS** of 74 Ryecroft Road, Frampton, Cotterell, Bristol, BS36 2HN of the fifth part
- (the second to fifth parties together hereinafter being collectively referred to as "the Owners") and
- (6) **CREST NICHOLSON PROPERTIES LIMITED** whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the sixth part and
 - (7) **CREST NICHOLSON OPERATIONS LIMITED** (formerly Pearce Developments Limited) whose register office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the seventh part and
 - (8) **CREST NICHOLSON (SOUTH WEST) LIMITED** whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the eighth part and
 - (9) **MUBEN INVESTMENTS LIMITED** whose registered office is at PO Box 671 Regency Court Gategny Esplanade St Peter Port Guernsey GY1 3ST of the ninth part
 - (10) **CREST STRATEGIC PROJECTS LIMITED** whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the tenth part

(the sixth to ninth parties together hereinafter being collectively referred to as "the Developers")

Land Registry
Official copy of
title plan

Title number GR344877
Ordnance Survey map reference ST6278NE
Scale 1:2500
Administrative area SOUTH GLOUCESTERSHIRE

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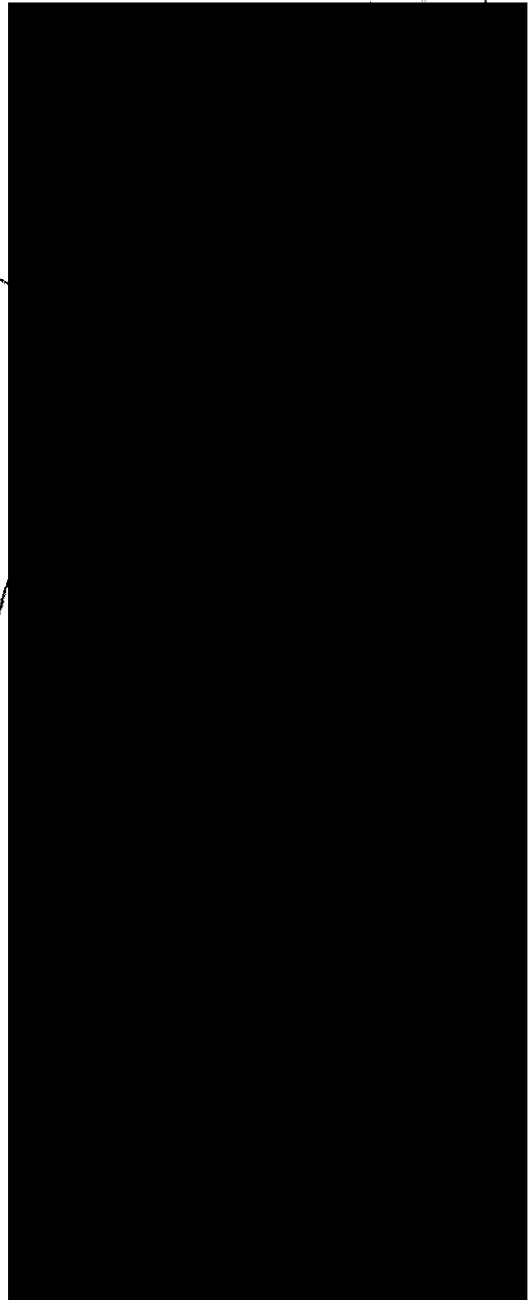
Land Registry
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title plan

Title number GR259016
Ordnance Survey map reference ST6278SE
Scale 1:2500
Administrative area SOUTH GLOUCESTERSHIRE

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1. OWNERSHIPS

- 1.1 This Deed of Variation is made between the parties by and against whom the Original Agreement and the Original Undertaking can be enforced.
- 1.2 The ownerships of the Application Land remain as stated in Annex 10 of the Original Agreement and Annex 1 of the Original Undertaking save that:
- 1.2.1 Crest Nicholson Operations Limited is now the registered proprietor of the land edged red on the annexed title plan and has succeeded to the interests of Melvyn Stanley Dyer and Sara Rosaline Maysie Dyer;
 - 1.2.2 Crest Nicholson Operations Limited is the registered proprietor of the land to the south of Filton Road, Hambrook, Bristol under Registered Title Number GR259016 edged red on the attached copy of the H.M land registry filed Plan for this Title - this land being intended as a site for category 1 open space to serve the Development;
 - 1.2.3 Sylvia Maureen Tanner and Jane Golledge are the registered proprietors of Parcel 2;
 - 1.2.4 the interests of James Neil Hayward Counsell (now deceased) in Parcels 4 are for the time being under the control of his personal representatives;
 - 1.2.5 this clause 1.2 constitutes notice of changes of ownerships for the purposes of Clause 6 of the Original Agreement and Clause 6 of the Original Undertaking with the new owners of the relevant Parcels (where different) succeeding to the respective obligations of the original parties to the Original Agreement and the Original Undertaking and those persons who no longer have an interest are hereby relieved of all liability in respect of their obligations;

2. BACKGROUND AND OBJECTIVES OF THE DEED OF VARIATION

- 2.1 The Planning Permission was subject to the Original Agreement dated 14 September 2007 and the Original Undertaking also dated 14 September 2007.
- 2.2 Planning Permission was granted by the Secretary of State on 19 December 2007.
- 2.3 The Planning Permission was challenged by the Council in January 2008 on grounds inter alia that insufficient open space was being provided within the Development and that the Secretary of State had misdirected herself in this regard
- 2.4 Since Planning Permission was granted Crest has acquired Lot 4 in order to provide additional category 1 open space to meet the sport and recreation requirements of the Development
- 2.5 Since Planning Permission was granted the UK property market has collapsed and as a result, the Development is deemed to be unviable without adjustments to the Original Agreement and the Original Undertaking

- 2.6 The Council has employed its own independent valuer to reassess the viability of the development who has concluded that on current costs and values the Development is £37.2m cash negative.
- 2.7 The Deed of Variation is therefore necessary in order to improve the viability of the Development make provision for Category 1 Open Space provision on land close to the Site and allow the local authority to discontinue its legal challenge to the Planning Permission and enable much needed strategic housing Development to proceed.
- 2.8 This Deed of Variation therefore varies the Original Agreement and the Original Undertaking dated 14 September 2007. In order for the Development to go ahead it is agreed that it is necessary inter alia to secure:
- 2.8.1 a potential reduction in the amount and phasing of Affordable Housing;
 - 2.8.2 removal of some restrictions on the type tenure and funding of the Affordable Housing;
 - 2.8.3 a reduction in certain financial contributions;
 - 2.8.4 a relaxation in the timing or trigger points of the various contributions;
 - 2.8.5 removal of the requirement for bonding of all financial contributions and works.
- 2.9 Even with incorporation of all of the proposals in Clause 2.8 above the financial appraisal agreed by a District Valuer shows the Development making a loss making it necessary for an improvement in the housing market to occur if the Development's viability is to be fully restored.

3. PROPOSED CHANGES TO THE AGREEMENT/UNDERTAKING

It is hereby agreed and declared between the parties hereto (being the parties by and against whom the Original Agreement and the Original Undertaking can be enforced) that as from the date of this Deed the Original Agreement and the Original Undertaking shall be varied in accordance with the following provisions:

4. VARIATION OF THE ORIGINAL UNDERTAKING AND SUBSTITUTION OF PAYMENT TABLES

Deletions

- 4.1 The Original Undertaking shall be deemed amended as follows:
- 4.1.1 Sub Clauses 2.2 to 2.4 inclusive 2.6 to 2.10 inclusive 2.25 2.38 Paragraph 7 of Schedule 1 and Parts A and B of Annex 2 and those provisions shall be of no further force or effect and shall not be enforceable by the Council or any other person or body

Replacement Payment Table in Original Undertaking

- 4.1.2 All references to the Payment Table in the Original Undertaking including the definition of "Payment Table" at Sub Clause 2.31 shall be replaced by references to the replacement Payment Table contained in Annex 1 to this Deed and the original Payment Table in the Original Undertaking shall be replaced by that appearing in Annex 1 to this Deed

Replacement Payment Table In Original Agreement

- 4.1.3 All references to the Payment Table in the Original Agreement including the definition of "Payment Table" at Sub- Paragraph 1.8 and the obligation in paragraph 2 of Schedule 1 Part A of the Original Agreement shall be replaced by references to the replacement Payment Table contained in Annex 2 to this Deed and the original Payment Table in the Original Agreement shall be deemed replaced by that appearing in Annex 2 to this Deed

Replacement Schedules relating to the Highway Works and Affordable Housing in Original Agreement

- 4.1.4 All references to the Schedules 2 and Schedule 10 the Original Agreement shall be replaced by references to the replacement Schedules 2 and 10 Contained in Annex 3 and 4 of this Deed and the original Schedules 2 and 10 in the Original Agreement shall be deemed replaced by those appearing in Annexes 3 and 4 to this Deed

5. INTERPRETATION

- 5.1 Save as otherwise provided for in or varied by this Deed of Variation words and phrases within it shall have the same meaning as those contained in the Original Agreement and the Original Undertaking as appropriate.

5.2 Additional Definitions

The following definitions shall be added to the Original Agreement:

- 5.2.1 **"Affordable Housing Schedule"** means a schedule for the relevant Phase outlining the number type mix tenure and numbers of bedrooms of the Affordable Housing which shall (unless otherwise agreed in writing) accord with Sub-Paragraph 1.6 of Schedule 10.
- 5.2.2 **"Base Line Affordable Housing Requirement"** means the requirement that:
- (a) 15% (by number) of the number of Dwellings identified in the approved Base Line GMP for Phase 1 shall be Affordable Dwellings;

- (b) 28% (by number) of the number of Dwellings identified in the approved Base Line GMP for Phase 2 shall be Affordable Dwellings;
- (c) 33.3% (by number) of the number of Dwellings identified in the approved Base Line GMP for Phase 3 shall be Affordable Dwellings.

AND which for the avoidance of doubt shall (unless otherwise agreed in writing by the Council) comprise Social Rented Affordable Housing Units and Shared Ownership Units

5.2.3 "Base Line GMP" means a Geographic Master Plan for the relevant one of the 3 Phases of Development containing the Base Line Affordable Housing Requirement for that Phase together with the other matters required by condition 7 of the Permission and replacement Schedule 10 forming Annex 4 hereof plus accompanying schedules showing:

- (a) the location number and type of Affordable Dwellings to be delivered in Phase 3: and
- (b) the location number and type of Affordable Dwellings to be delivered in Phase 1 or 2 if the Grant Requirement for Phase 1 or 2 as appropriate is NOT satisfied;

5.2.4 "Further/Target Affordable Housing Requirement" means the requirement (subject to satisfaction of the Grant Requirement as described below) for the following additional percentages of Affordable Housing in Phase 1 and in Phase 2 over and above the Base Line Affordable Housing Requirement for the relevant Phase:

- (a) an additional 18.3% (by number) of the number of Dwellings identified in the approved Base Line GMP for Phase 1 shall be Affordable Dwellings (i.e. a further 18.3% over and above the stated 15% Base Line Affordable Housing Requirement for Phase 1);
- (b) an additional 5.3% (by number) of the number of Dwellings identified in the approved Base Line GMP for Phase 2 shall be Affordable Dwellings (i.e. a further 5.3% over and above the stated 28% Base Line Affordable Housing Requirement for Phase 2).

AND which for the avoidance of doubt shall (unless otherwise agreed in writing by the Council) comprise Social Rented Affordable Housing Units or other forms of rented Affordable Housing and Shared Ownership Units

- 5.2.5 **"Further/Target Affordable Dwellings"** means the additional Affordable Dwellings comprised in the Further/Target Affordable Housing Requirement as identified in a Target GMP for Phase 1 or Phase 2 respectively.
- 5.2.6 **"Geographic Master Plan(s)"** means the plan(s) to be submitted under condition 7 of the Planning Permission for each Phase of the Development.
- 5.2.7 **"Grant"** shall mean additional capital funding for the purchase of the Affordable Dwellings identified by reference to an approved Target GMP as the Further/Target Affordable Housing Requirement - which additional capital funding is provided by the HCA or any other public body or Affordable Housing Provider and any such Grant shall be included in Subsidy for the purposes of the application of Staircasing Receipts provisions set out in Schedule 10 Paragraph 1.25.
- 5.2.8 **"Grant Requirement"** means the requirement for the satisfaction of all 4 of the following requirements within the timescales indicated in sub paragraphs (a) to (d) below (time being of the essence) if the Further/Target Affordable Housing Requirement for Phase 1 or for Phase 2 (as appropriate) is to apply:
- (a) Approval of both the Base Line GMP and the Target GMP within 8 weeks of their submission (unless no committee date is available following internal consultation - in which case the period for approval shall be 13 weeks of their submission); and
 - (b) Receipt within three months of any invitation to an Approved RSL to bid for all or part of the Further/Target Affordable Dwellings as identified in an approved Target GMP for Phase 1 or for Phase 2 as appropriate of an unconditional offer (net of Grant) from an Approved RSL to acquire the Further/Target Affordable Dwellings the subject of the said invitation on the Standard Terms (it being understood and agreed that the relevant Owner or Developer may invite bids for the Further/Target Affordable Dwellings within a particular Sub-Phase of the Development and need not invite bids for the entirety of a Phase); and
 - (c) Receipt within three months of any invitation to bid for all or part of the Further/Target Affordable Dwellings as identified in an approved Target GMP for Phase 1 or Phase 2 as appropriate of a guaranteed offer of Grant funding (including the for the avoidance of doubt application of the Affordable Housing Provider's Grant allocation towards the purchase of the Further/Target Affordable Housing the subject of their bid under sub paragraph (b) above) equal to the difference between:

- (i) the offer price referred to in Sub-Clause 5.2.8(b) above; and
 - (ii) the Open Market Value of the Market Dwellings identified by the approved Base Line GMP which are located on the sites of the Further/Target Affordable Dwellings which are the subject of the said offer; and
- (d) Exchange within 3 months of receipt of any offer duly received under Sub-Clause 5.2.8(b) above of unconditional contracts for the acquisition by an Approved RSL of the Further/Target Affordable Dwellings the subject of the said offer on the Standard Terms together with any other documentation needed to legally guarantee payment to the relevant land owner of the offer price referred to in Sub-Clause 5.2.8(b) above PLUS the payment to the relevant land owner of an additional sum equal to the amount of Grant funding referred to in Sub-Clause 5.2.8(c) above.
- 5.2.9 "HCA" shall mean Homes and Communities Agency which is the Government's agency for the administration of affordable housing subsidy and is the successor body to the Housing Corporation as from April 2009 and shall (where appropriate) include any successor body in substitution for the HCA or its predecessor - the Housing Corporation.
- 5.2.10 "HomeBuy Agent" shall mean a body appointed or approved by the HCA to act as agents for the allocation of intermediate housing including Shared Ownership Units.
- 5.2.11 "Independent Valuer" shall mean for the purposes of assisting the parties in agreeing the Grant Requirement; means each of the two independent valuers to be instructed under paragraphs 1.1.5(b) and 1.1.6(b) of Schedule 10 - one being appointed and instructed by the relevant Developer the other being designated by the Council and instructed by the relevant Developer - both being Members or Fellows of the Royal Institution of Chartered Surveyors being chartered valuation surveyors of at least 10 years post qualification experience and acting in an independent capacity.
- 5.2.12 "Lot 4 Budget Limit" means the sum of £1,000,000. adjusted by the percentage change if any in the RICS Index between the date of its last publication prior to the date of this Deed and the date of its last publication prior to the date of commencement of the works to Lot 4
- 5.2.13 "Lot 4" means the land edged red on the Lot 4 Title Plan.
- 5.2.14 "Lot 4 Sports Specification" means the laying out of works and facilities on Lot 4 as specified under the terms of and subject to the qualifications contained in Annex 5.

- 5.2.15 "Lot 4 Title Plan" the copy HM Land Registry filed plan marked "Lot 4 Title Plan".
- 5.2.16 "Open Market Value" means as follows:
- For the purposes of assessing whether the Grant Requirement shall have been satisfied for Further/Target Affordable Dwellings in any Sub-Phases the expression "Open Market Value" means the market value of the Market Dwellings which could be constructed on the sites of the Further/Target Affordable Dwellings under the approved Base Line GMP such market value being as agreed between the parties (acting in their absolute discretion) or as determined by a Valuation Expert under Clause 17 on the reference of either party in accordance with the Valuation Assumptions.
- 5.2.17 "Original Agreement" means an agreement dated 14 September 2007 made between the parties hereto and Mr and Mrs Dyer.
- 5.2.18 "Original Undertaking" means a unilateral planning obligation dated 14 September 2007 given by the second to tenth parties and Mr and Mrs Dyer in favour of the Council.
- 5.2.19 "Principal Contingency Sum" means the sum of £200,000 (two hundred thousand Pounds).
- 5.2.20 "Service Level Agreement" shall mean any service level agreement then in force made between the Affordable Housing Provider and either the Homebuy Agent for intermediate housing including Shared Ownership Units and the Council for Social Rented Affordable Housing Units which complies with the Council's HomeChoice Lettings Policy and Procedure.
- 5.2.21 "Transport Contingency Sum" means the sum of £75,000 (seventy five thousand Pounds)
- 5.2.22 "Target GMP" means a Geographic Master Plan for Phase 1 and for Phase 2 of Development respectively containing the following information in respect of Affordable Housing in the relevant Phase together with the other matters required by condition 7 of the Permission plus accompanying schedules showing the location number and type of Affordable Dwellings to be delivered in the relevant Phase if the Grant Requirement for that Phase is satisfied being:
- (a) For Phase 1 - the Base Line Affordable Housing Requirement plus the Further/Target Affordable Housing Requirement for that Phase;
 - (b) For Phase 2 - the Base Line Affordable Housing Requirement plus the Further/Target Affordable Housing Requirement for that Phase.

5.2.23 **"Standard Terms"** means terms relating to the sale or long leasehold disposal of the Affordable Dwellings in each Phase providing for:

- (a) The disposal of the Affordable Housing Land on which the Affordable Dwellings in the relevant Phase are to be constructed as at completion of the second brick course above damp proof course (or such other stage of construction as agreed with the purchaser deemed to constitute the stage of construction commonly known as "golden brick") for an apportioned part of the purchase price; together with
- (b) A contract for the construction of the Further/Target Affordable Dwellings in each Phase whereby vendor agrees to procure the construction of Affordable Dwellings to a specification for such Affordable Dwellings that meets the requirements of paragraphs 1.19 and 1.20 of Schedule 10 and with monthly stage payments of the balance of the purchase price as certified by an agent acting for the Approved RSL or on such other phased payment terms as the Approved RSL and the vendor shall agree (such agreement not to be unreasonably withheld or delayed).

5.2.24 **"Valuation Assumptions"** for the purposes of determining the Grant Requirement the Open Market Value of the relevant open market dwellings shall be calculated in accordance with the RICS Appraisal and Valuation Standards (7th Edition) and being the estimated amount for which in the absence of this Agreement completed residential units of equivalent location specification size state of repair and condition and which are not restricted to use as affordable housing or bound by this Agreement 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 but subject to the following specific valuation 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 (if a leasehold sale is proposed) leasehold (of an initial minimum 99 year term or such longer term as may be proposed) 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;
- (g) all roads footpaths landscaping and open space have been laid out and completed and all other Individual Units have been built, sold and occupied;
- (h) assuming the Application Land is free from contamination;
- (i) assuming (for the purposes of calculating the Grant Requirement) that the sale prices of the relevant dwellings may not fall below the sales prices (in pounds per square metre) used by the District Valuer for equivalent sized market dwellings as set out in a letter to the Council dated 1 July 2010 from Mr Anthony Williams of the DVS
- (j) particular regard shall be had to the sale prices achieved for individual first sales of the last 50 equivalent Market Dwellings on the Application Land sold or under contract for sale in the last 12 months prior to their instruction.

5.2.25 "Valuation Expert" for the purposes of determining the Grant Requirement should either party refer the determination of the Open Market Value to expert determination under Clause 17 the expression "Valuation Expert" means either Mr. Anthony Williams BSC MRICS of the DVS (to the extent that he is available and willing to accept himself being appointed as an expert to determine the question in the timescales herein provided) or should he not be available an independent valuer selected by the person referring the matter to dispute resolution from the panel appointed pursuant to Sub Paragraph 1.1.3 and or 1.1.4 of Schedule 10 being a Member or Fellow of the Royal Institution of Chartered Surveyors and being chartered valuation surveyors of at least 10 years post qualification experience and acting in an independent capacity.

6. **SUBSTITUTE / AMENDED / DELETED DEFINITIONS AND PROVISIONS OF THE ORIGINAL AGREEMENT**

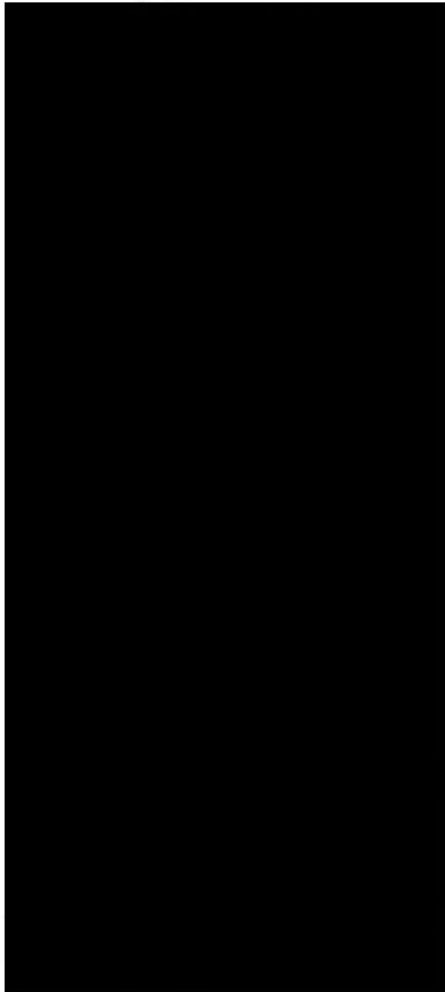
The following definitions clauses sub-clauses schedules paragraphs and sub-paragraphs and other provisions in the Original Agreement shall be either deleted substituted or amended or replaced as follows:

CHANGES TO THE ORIGINAL AGREEMENT	
Sub-clause	
1.7	Definition of Affordable housing shall be replaced by <i>"Affordable Housing" means: affordable housing as described and defined in</i>

CHANGES TO THE ORIGINAL AGREEMENT	
Sub-clause	
	<i>Annex B of Planning Policy Statement 3 dated 2010 and/or Annex B of the document entitled Delivering Affordable Housing dated 2006 (or any future amendments to those documents consisting of: social rented housing and/or affordable rented and/or intermediate housing of any of the types so described in those documents; and/or housing of any of the types tenures described in sub-sections 70(4) and 70(5) of the Housing and Regeneration Act 2008 or any existing or future guidance on affordable housing issued by the HCA or HM Government</i>
1.8	<p>Paragraph (a) of the definition of "Affordable Housing Contract" shall be deemed deleted and replaced with the following:</p> <p><i>"(a) terms requiring the Affordable Housing Provider and Affordable Housing Manager to offer to the Council the opportunity to refer potential occupants for the Social Rented Affordable Housing Units and any other type of rented Affordable Housing and the HomeBuy Agent in respect of the Shared Ownership Units"</i></p>
1.9	The definition of "Affordable Housing Distribution Plan" is deleted
1.12	<p>The definition of "Affordable Housing Provider" at Sub Clause 1.12 shall be replaced by the following</p> <p><i>"Affordable Housing Provider" means:-</i></p> <p><i>(a) a housing association as defined in the Housing Associations Act 1985; or</i></p> <p><i>(b) a social landlord as defined in Section 2 of the Housing Act 1996; or</i></p> <p><i>(c) an accredited partner of the HCA for the provision of Affordable Housing; or</i></p> <p><i>(d) a registered provider as defined in the Housing and Regeneration Act 2008;</i></p> <p><i>who shall be required to enter into an agreement with an Affordable Housing Manager where not an accredited Affordable Housing Manager for the management of the Affordable Dwellings"</i></p>
1.14	<p>The definition of "Approved RSL" in Sub - Clause 1.14 shall be replaced by the following:</p> <p><i>"Approved RSL" means any registered social landlord as defined in Section 2 of the Housing Act 1996 or Affordable Housing Provider which at the date of</i></p>

CHANGES TO THE ORIGINAL AGREEMENT	
Sub-clause	
	<i>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 contained as Annex 20 which may be replaced by the Council from time to time in any updated approved list or any registered provider as so defined in the Housing and Regeneration Act 2008</i>
1.16	The words " the Affordable Housing Distribution Plan " shall be deleted and replaced by <i>"the Base Line GMP in relation to Phase 3; and by the Base Line GMP in relation to Phase 1 and 2 if the Grant Requirement for those Phases is not met; and by the Target GMP if the Grant Requirement for those Phases is met"</i>
1.27	The definition of " Dual Use Facilities " and shall be deleted and replaced by <i>"Dual Use Facilities" means a dual use hard play area of minimum 34.75metres x 17.07 metres within the Primary School site to be designed for ball rebound sports and available for community use outside schools hours. The school will have priority over its use at all times. The facility will be designed to meet relevant European Safety Standards that prevail at the time"</i>
1.28	The definition of " Dual Use Land " shall be replaced by the following <i>"Dual Use Land" means an area of land within the Primary School Site being minimum 34.75 metres x 17.07 metres in extent - the inclusion of which in the Primary School Site is designed to enable the construction of Dual Use Facilities such land being generally level with no abrupt changes in levels"</i>
1.30	The definition of " HomeBuy Zone Agent " and related references to it are deleted and replaced by " HomeBuy Agent "
1.31	The definition of " Housing Corporation " is deleted and all references thereto shall be deemed replaced by references to the HCA
1.39	The definition of " Nominations Agreement " is deleted
1.40	The definition of " Nomination Rights " is deleted
1.41	After the word " reasonably " the words " <i>close to Harry Stoke Way or</i> " shall be inserted

Harry Stoke Phase I Area



Stoke Gifford

Westfield Lane

Sun Life

Balancing Attenuation Basin

Harry Stoke Road

MUGA

LEAP

NEAP

Harry Stoke

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UWE

REF: JBR0806
CLIENT: -
DATE: 02/02/11
STATUS: Final

CHECKED BY: SF
DATE CHECKED: 14/03/11
REVISION: 01
PREPARED BY: AP/PO

CHANGES TO THE ORIGINAL AGREEMENT	
Sub-clause	
1.55	<p>The definition of "Phase" shall be replaced by:</p> <p><i>"Phase" means each of three numbered parcels of land within the Site identified as follows:</i></p> <p>(a) <i>the first of which ("Phase 1") is identified on the Phasing Plan;</i></p> <p>(b) <i>the second and third of which ("Phase 2" and "Phase 3") shall be designated as such by the Owners and/or Developers from time to time by reference to an appropriate scale plan submitted to the Council whereby the second and third phases shall be intended to accommodate approximately one third of the Dwellings within the Development (currently estimated at approximately 400 Dwellings per Phase or thereabouts)</i></p> <p><i>and references in this Deed of Agreement to Phase 1, Phase 2 and/or Phase 3 shall be construed accordingly"</i></p>
1.56	<p>The definition of "Phasing Plan" shall be replaced by</p> <p><i>1.56 Phasing Plan means in respect of Phase 1 the plan annexed marked Phasing Plan identifying Phase 1 which may be amended from time to time by the Owners by the Owners subject to approval of the Council</i></p>
1.59	<p>The definition of "Rental Agreement " is deleted</p>
1.66	<p>The definition of "Shared Ownership Lease" shall be replaced by:</p> <p><i>"Shared Ownership Lease" means a lease or sub lease under which an Affordable Dwelling may be disposed of under which that unit shall be disposed of by way of shared ownership or shared equity sale and/or lease (including New Build HomeBuy) granted at a premium to be paid by the tenant or sub tenant upon completion or raised by way of mortgage or charge and under which the provisions of the lease or sub lease enable the tenant or sub tenant to acquire the balance of the legal or equitable interest in the relevant Dwelling AND whereby the initial purchaser or lessee acquires an initial share of up to and including 50% of the equity in that unit at the equivalent percentage of the full market value of that Dwelling at the time of its initial disposal by Shared Ownership Lease and the annual rental element of the shared ownership / Shared Ownership Lease shall be up to and including 1% of the market value of the unsold equity as at the grant of the lease (with any increases in rent being index linked to the increase (if any) in the RPI as per Schedule 4 of the HCA model form of shared ownership lease extracts of which are attached as</i></p>

CHANGES TO THE ORIGINAL AGREEMENT	
Sub-clause	
	<i>Annex 19 to this Agreement) or any other form of shared ownership shared equity or equity purchase arrangement of the types described in Section 70(5) of the Housing and Regeneration Act 2008.</i>
PRELIMINARY Items (2) (vii) (xii) and (xiii)	Recitals (2) (vii) (xii) and (xiii) shall be deleted

CHANGES TO ORIGINAL AGREEMENT	
Sub-clause	Deletions or Replacement definitions/clauses
16.6	<p>Sub-clause 16.6 shall be deleted and replaced by</p> <p><i>"16.6 If an Off Site Election Notice is served in accordance with clause 16.2 or if no valid Notice is served under sub-clause 16.1 within the five year period referred to in sub-clause 16.1 or if a valid On Site Election Notice is served but the Council subsequently serves notice in writing that it has resolved not to construct the Primary School on the Primary School Site THEN the Primary School Site shall cease to be reserved for educational purposes and may thereafter be used for housing</i></p>
16.7	<p>Sub-clause 16.7 shall be deleted and replaced by:</p> <p><i>"16.7 If a valid On Site Notice is duly served by the Council then on the later of:</i></p> <p><i>a) expiry of 30 days from receipt of an On-Site Election Notice; or</i></p> <p><i>b) 30 days from agreement of the precise boundaries of the Primary School Site</i></p> <p><i>the Owners and Developers shall not permit occupation of any further Market Dwellings (other than any Market Dwelling those in respect of which contracts shall have been exchanged or Affordable Dwellings) until they shall have delivered a duly executed transfer of the Primary School Site to the Council such transfer being on the terms and conditions set out in Annex 13 and such transfer being substantially in the form set out in Annex 5"</i></p>
Clause 17	<p>The following Sub Clause shall be added to Clause 17:</p> <p><i>17.5 Should the relevant Developer and the Council disagree on the amount or calculation of the Open Market Value of the Market Dwellings on the Site of any of the Further/ Target Dwellings the subject of a bid from an Approved RSL then the question may be referred to the Valuation Expert by either party under this Clause</i></p>

CHANGES TO ORIGINAL AGREEMENT

Sub-clause	Deletions or Replacement definitions/clauses
	<p>17 and the following provisions shall apply instead of those in Sub- Clause 17.4.2 and 17.4.4:</p> <p>17.5.1 The party making the reference shall simultaneously provide the Valuation Expert with a copy of this Deed and copies of the instructions to the Independent Valuers and their respective written opinions as to the Open Market Value of the relevant Market Dwellings on the Valuation Assumptions</p> <p>17.5.2 The Valuation Expert shall make his determination of the Open Market Value based on the Valuation Assumptions and shall be required to do so within 7 working days of receipt of the documents referred to in Sub- Clause 17.5.1</p> <p>17.5.3 His decision shall be in writing and giving reasons and he shall be required to notify the parties in writing of his decision at their e mail addresses as contained in his instructions</p> <p>17.5.5 Save for clarification of any points as provided for in Sub - Clause 17.5.6 below no further representations shall be made by the parties or requested by the Valuation Expert</p> <p>17.5.6 He shall be entitled to contact the Independent Valuers in writing (via e mail) to clarify any issue provided copies of correspondence are sent to both Independent Valuers and the parties to the dispute</p> <p>17.5.7 His determination of the said Open Market Value of the relevant Market Dwellings under in paragraph (c)(ii) of the definition of the Grant requirement shall be final and binding on the parties to the dispute.</p>
Schedule 1 Part A	<p>All References to "Bonds" and "Community Development Worker" shall be deleted</p> <p>All references to the "Payment Table" in the Original Agreement including the definition of "Payment Table" at Paragraph 1.8 of Schedule 1 Part A and the obligation in paragraph 2 of Schedule 1 Part A shall be replaced by references to the replacement Payment Table contained in Annex 2 to this Deed</p> <p>Accordingly the original Payment Table in the Original Agreement shall be replaced by that appearing in Annex 2 to this Deed</p> <p>Sub Paragraphs 1.2 to 1.6 inclusive 1.10 and Paragraph 9 of Schedule 1 part A are deleted</p> <p>Items 1 2 and 10 of the original Payment Table and all references to those items</p>

CHANGES TO ORIGINAL AGREEMENT	
Sub-clause	Deletions or Replacement definitions/clauses
	shall be deleted and items 12 13 and 14 in the replacement Payment Table in Annex 2 of this Deed shall be deemed added to it.
Schedule 1 Part A Para 7	the words: "2 and " and "Community Development Worker Contribution and" shall be deleted from the first line of Paragraph 7 of Part A of Schedule 1
Schedule 1 1 Part B Council Covenants	Paragraph 1.5 of Schedule 1 Part B is deleted
Schedule 2	<p>IT is agreed and declared between the parties that:</p> <p>a. the Rapid Transit route referred to in Schedule 2 of the Original Agreement is no longer being pursued by the Council and that the Rapid Transit Route will be replaced by a bus route</p> <p>b. the timing of the highway improvements may be adjusted in order to enable an immediate start on development within Parcel 1 and Parcels 2 to 8 inclusive</p> <p>Accordingly:</p> <p>Schedule 2 of the Original Agreement shall be deleted and replaced by replacement Schedule 2 in Annex 3 to this Deed and all references in the Original Agreement shall be deemed to be references to the replacement Schedule 2</p> <p>amended plans to accommodate that reduction in width and other minor and consequential amendments will replace those referred to in and appended to Schedule 2 shall be submitted to and approved by the Council in accordance with the proviso to Paragraph 1.1 of schedule 2; and</p> <p>such amendments to the plans and drawings once approved shall be used in the Highways Agreement and be deemed to comply with and satisfy the requirements of the Planning Permission and the Original Agreement (as amended)</p>
Schedule 3	<p>It is agreed that the Nursery facility may be located either in or close to the Local Centre or close to the Harry Stoke Road and accordingly:</p> <p>the description of the location of the Nursery facility in paragraph 1.1.1 of Schedule 3 shall be amended by the addition of the words "Harry Stoke Road or" after the</p>

CHANGES TO ORIGINAL AGREEMENT	
Sub-clause	Deletions or Replacement definitions/clauses
	words "close proximity to" in line 2
Schedule 4 Para 1.1	The last two lines of paragraph 1.1 shall be deleted and replaced with: <i>"the Primary School Site shall be enlarged to include the Dual Use Land"</i>
Schedule 6	The words in brackets in the heading shall be amended as follows: "(including the Dual Use Land and the Primary School Site)" All references to "Bonds" "Landscaping Works Bonds" and "Public Maintenance Bonds" and "Private Maintenance Bonds" shall be deleted and that the owners of the Affordable Dwellings may be required to contribute to the upkeep of the Open Spaces through service charges rent charges or otherwise Accordingly: The last three lines of Paragraph 1.5 after the words " <i>Certificate A to that effect</i> " shall be deleted Paragraphs 1.12 1.17 1.24 1.27 of Part 1 and Paragraphs 1.16 to 1.20 inclusive of Part 2 and the PROVISO to Paragraph 1.6.2 and the PROVISO to Paragraph 1.6.3 of Part 2 of Schedule 6 are all deleted
Schedule 8	Paragraph 8 of Schedule 8 shall be deleted
Schedule 10	Schedule 10 shall be deleted and replaced by replacement Schedule 10 in Annex 4 to this Deed and all references in the Original Agreement shall be deemed to be references to the replacement Schedule 10
Annexes	Annexes 1 4 16 and 18 of the Original Agreement and all references to them are deleted

7. CONTINUING EFFECT

- 7.1 Save as varied by this Agreement the Original Agreement and the Original Undertaking shall remain in full force and effect in accordance with their terms and conditions.

8. STATUTORY POWERS

8.1 This agreement will be registered as a Local Land Charge and is entered into pursuant to Section 106 and 106A of the Act Section 278 of the Highways Act 1980 Sections 111 and 120 of the Local Government Act 1972 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.

9. ENFORCEMENT

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

10. 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 (other than in its capacity as successor in title to an Owner or Developer or as successor to any of the statutory powers of the Council as planning authority) and any term may be rescinded or varied without the consent of any third party.

10.1 Additional planning obligations in relation to Lot 4

10.2 Crest Nicholson Operations Limited hereby covenants for itself and its successors in title to Lot 4 as follows:

10.2.1 Subject to the sports pitches and pavilion budgetary constraints and qualifications contained in Annex 5 and the cost of Crest performing the obligations not exceeding the Lot 4 Budget Limit Lot 4 shall be laid out on Lot 4 in accordance with planning permission to be obtained by Crest and the Lot 4 Sports Specification and a programme of implementation and a Management and Maintenance Scheme to be submitted to and approved by the Council.

10.2.2 The sports pitches and pavilion on Lot 4 shall following their completion be maintained fit for purpose in accordance with the Management and Maintenance Scheme pending their transfer to a suitable sports club or to a management company or residents association or similar responsible body.

11. BONDS AND CONTINGENCY SUMS

All references to bonds Bonds or Bonded Obligations in respect of all matters including highways are deleted and all restrictions covenants and obligations relating to the bonds are deleted and of no effect and the Owner shall instead pay the Main Contingency Sum and the Transport Contingency Sum to the Council in accordance with Clause 2 of Schedule 1 Part A upon Commencement.

12. **REVISED TRIGGER POINTS AND FINANCIAL CONTRIBUTIONS**

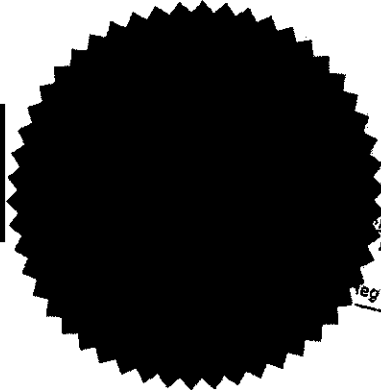
The Payment Table contained in the Original Agreement and the Payment Table contained in the Original Undertaking shall be replaced by the replacement Payment Tables in Annex 1 and 2 of this Deed and all references in the Original Agreement and the Original Undertaking to the Payment Tables and their trigger points and contents shall be deemed references to the replacement Payment Tables in this Deed.

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

EXECUTED AS A DEED BY AFFIXING THE
COMMON SEAL of SOUTH
GLOUCESTERSHIRE DISTRICT COUNCIL
in the presence of:



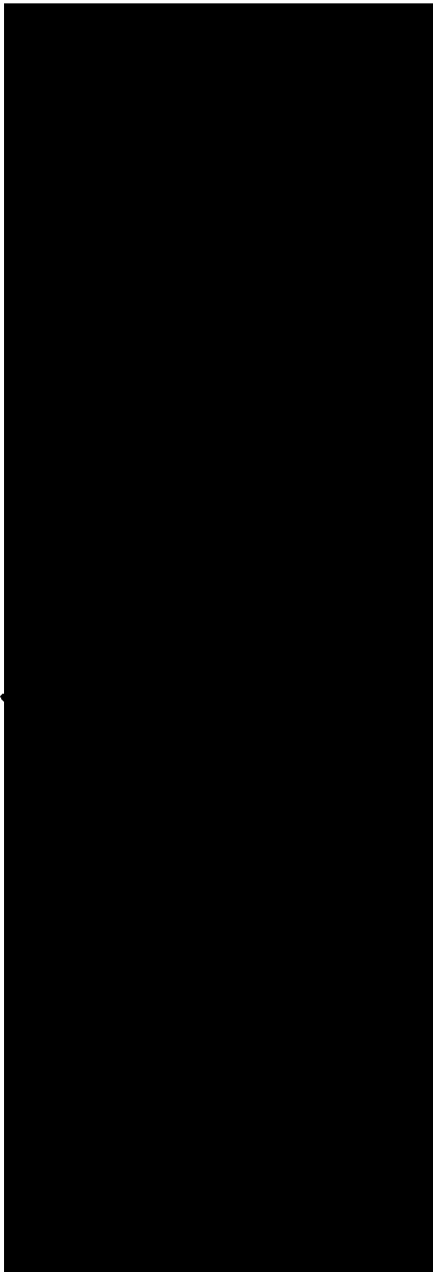
~~Head of Legal and Democratic Services~~ Group Manager



Authority for Sealing
Min/Del Power
Reg No 14027

SIGNED AS A DEED BY
JOHN GWYNNE GRENFELL in the presence of:

M Koung
Victoria House
51 Victoria St
BRISTOL BS1 6AD



SIGNED AS A DEED BY
STEPHEN FRANCIS LAURIE SMAILES in the
presence of:

Luke Thomas
135 Somerville Rd
St Andrews
Bristol
BS6 5BX



SIGNED AS A DEED BY
SYLVIA MAUREEN TANNER in the presence of:

C. Burgess
6 St. Peter St.
Tiverton
Devon EX16 6NX
Solicitor

SIGNED AS A DEED BY
TIMOTHY JAMES COUNSELL
the personal representative of
JAMES NEIL HAYWARD COUNSELL
in the presence of:

as



DAVID CROSS AND COMPANY
SOLICITORS
52 HIGH STREET
THORNBURY
BRISTOL BS35 2AN

SIGNED AS A DEED BY
KATE JUDITH ACKERMAN as
the personal representative of
JAMES NEIL HAYWARD COUNSELL
(Deceased) in the presence of:

) Kate Ackerman
)
)
)
)

Witness

DAVID CROSS AND COMPANY
SOLICITORS
52 HIGH STREET
THORNBURY
BRISTOL BS35 2AN

SIGNED AS A DEED BY
KATE JUDITH ACKERMAN in the presence of:

) Kate Ackerman
)

Witness

DAVID CROSS AND COMPANY
SOLICITORS
52 HIGH STREET
THORNBURY
BRISTOL BS35 2AN

SIGNED AS A DEED BY
THOMAS ROBERT CLOTHIER in the presence
of:

) Thomas Clothier
)

P. Bearman
PARISA BEARMAN
LEGAL ASSISTANT
52 HIGH STREET
THORNBURY BRISTOL
BS35 2AN

SIGNED AS A DEED BY
SARA ROSEMARY SHEARS in the presence of:

) Sara Shears
)

Witness

DAVID CROSS AND COMPANY
SOLICITORS
52 HIGH STREET
THORNBURY
BRISTOL BS35 2AN

SIGNED AS A DEED BY
JANE GOLLEDGE in the presence of:

[Redacted]

JAMES REA-PALMER
26 MAPLEDENE ESTATE
MAPLEDENE ROAD
LONDON E8 3LN

EXECUTED AS A DEED BY
CREST NICHOLSON PROPERTIES LIMITED
acting by
on behalf of the Company

Director

~~Director/Secretary~~

EXECUTED AS A DEED BY
CREST NICHOLSON OPERATIONS LIMITED
acting by
on behalf of the Company

Director

~~Director/Secretary~~

EXECUTED AS A DEED BY
CREST NICHOLSON (SOUTH WEST) LIMITED
acting by
on behalf of the Company

Director

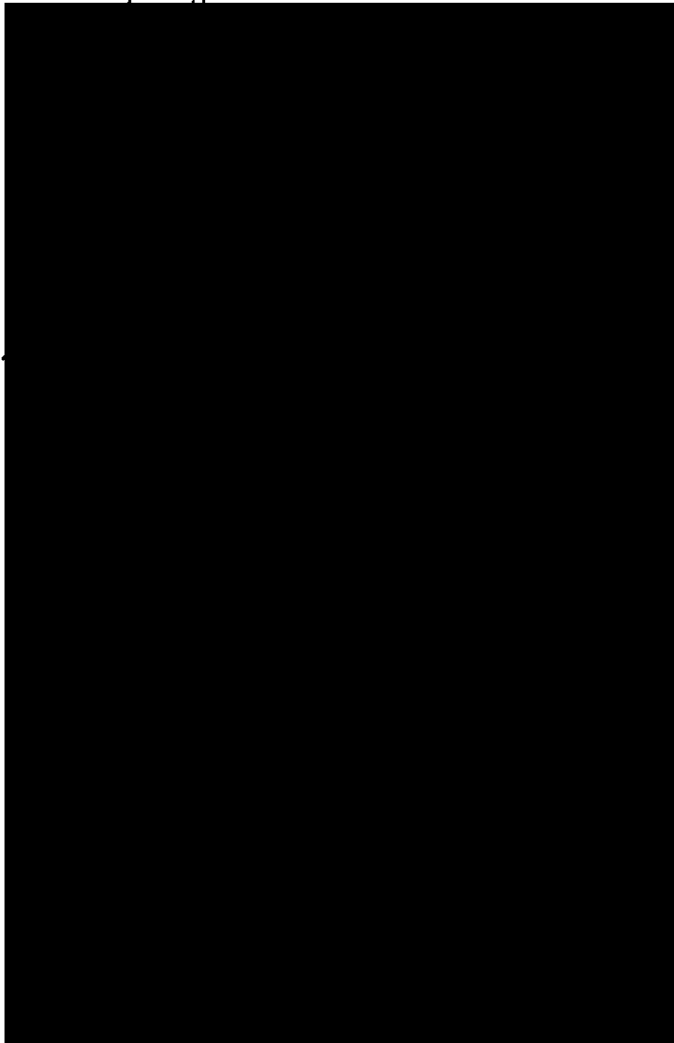
~~Director/Secretary~~

EXECUTED AS A DEED BY
MUBEN INVESTMENTS LIMITED
(a company incorporated under the laws of
Guernsey) acting by
who is duly authorised under such laws to
executed this Deed on behalf of the Company

EXECUTED AS A DEED BY
CREST STRATEGIC PROJECTS LIMITED
acting by
on behalf of the Company

Director

~~Director/Secretary~~



ANNEX 1
REVISED PAYMENT TABLE
SUBSTITUTED FOR THE PAYMENT TABLE CONTAINED IN THE (ORIGINAL UNDERTAKING)

Contribution	Trigger Point (Dwelling Occupations)	Index / Base Date	Objects to which Contribution may be applied and any qualifications
1(a) Category 1 Open Space Feasibility Contribution <i>Obligation deleted</i>	<i>Obligation deleted</i>	<i>Obligation deleted</i>	<i>Obligation deleted</i>
1(b) Category 1 Open Space Contribution <i>Obligation deleted</i>	<i>Obligation deleted</i>	<i>Obligation deleted</i>	<i>Obligation deleted</i>
1(c) Category 1 Open Space Maintenance Contribution <i>Obligation deleted</i>	<i>Obligation deleted</i>	<i>Obligation deleted</i>	<i>Obligation deleted</i>
2 Healthcare Contribution (£380,000)	Payable in 3 instalments First Instalment of £38,000 (being 10% of the Healthcare Contribution payable on 201 st occupation The second instalment of £152,000 (being 40% of the Healthcare Contribution) shall be payable on the 301 st	BCIS / Date of this Deed	Towards the extension of the existing doctors' practice known as "the Stoke Gifford Surgery

	occupation The third instalment of £190,000 (being 50% of the Healthcare Contribution) shall be payable on the 401 st occupation.		
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ANNEX 2
REVISED PAYMENT TABLE
SUBSTITUTED FOR THE PAYMENT TABLE CONTAINED IN THE ORIGINAL AGREEMENT

Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Glaw back Period
1. Sewer Baiting Contribution <i>obligation deleted</i>	<i>Obligation deleted</i>	<i>Obligation deleted</i>	<i>obligation deleted</i>	<i>obligation deleted</i>
2. Community Development Worker Contribution <i>obligation deleted</i>	<i>Obligation deleted</i>	<i>obligation deleted</i>	<i>obligation deleted</i>	<i>obligation deleted</i>
3. On Site Education Contribution (£3,284,196) <i>NB: Only payable if the Council serves an On-Site Election Notice in accordance with the provisions of clause 16</i>	Payable in three instalments: The first instalment of £328,419.60 (being 10% of the On Site Education Contribution) shall be payable within 30 days of receipt of service of a valid On-Site Election Notice from the Council but not prior to the occupation of the	BCIS	Towards:- the construction of a 1.5 form entry or larger maintained primary school on the Application Land	10 years

Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Claw back Period
	<p>201st Dwelling</p> <p>The second instalment of £1,313,678.40 (being 40% of the On Site Education Contribution) shall be payable on the occupation of the 301st Dwelling</p> <p>The third instalment of £1,642,098 (being 50% of the On Site Education Contribution) on the occupation of the 601st Dwelling.</p>			
<p>4. Off Site Education Contribution (£2,215,358)</p> <p><i>NB: Only payable if the Council serves an Off Site Election Notice In</i></p>	<p>Payable in three instalments:</p> <p>The first instalment of £221,535.80 (being 10% of the Off Site Education Contribution) shall be payable</p>	BCIS	Towards the construction of additional class rooms at existing maintained primary schools in the locality as identified in the Off Site Election Notice	10 years

Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Claw back Period
<p><i>accordance with the provisions of clause 16</i></p>	<p>within 30 days of receipt of service of a valid Off Site Election Notice from the Council but not prior to the occupation of the 201st Dwelling</p> <p>The second Instalment of £886,143.20 (being 40% of the Off Site Education Contribution) shall be payable on the occupation of the 301st Dwelling</p> <p>The third instalment of £1,107,679 (being 50% of the Off Site Education Contribution) on the occupation of the 601st Dwelling.</p>			

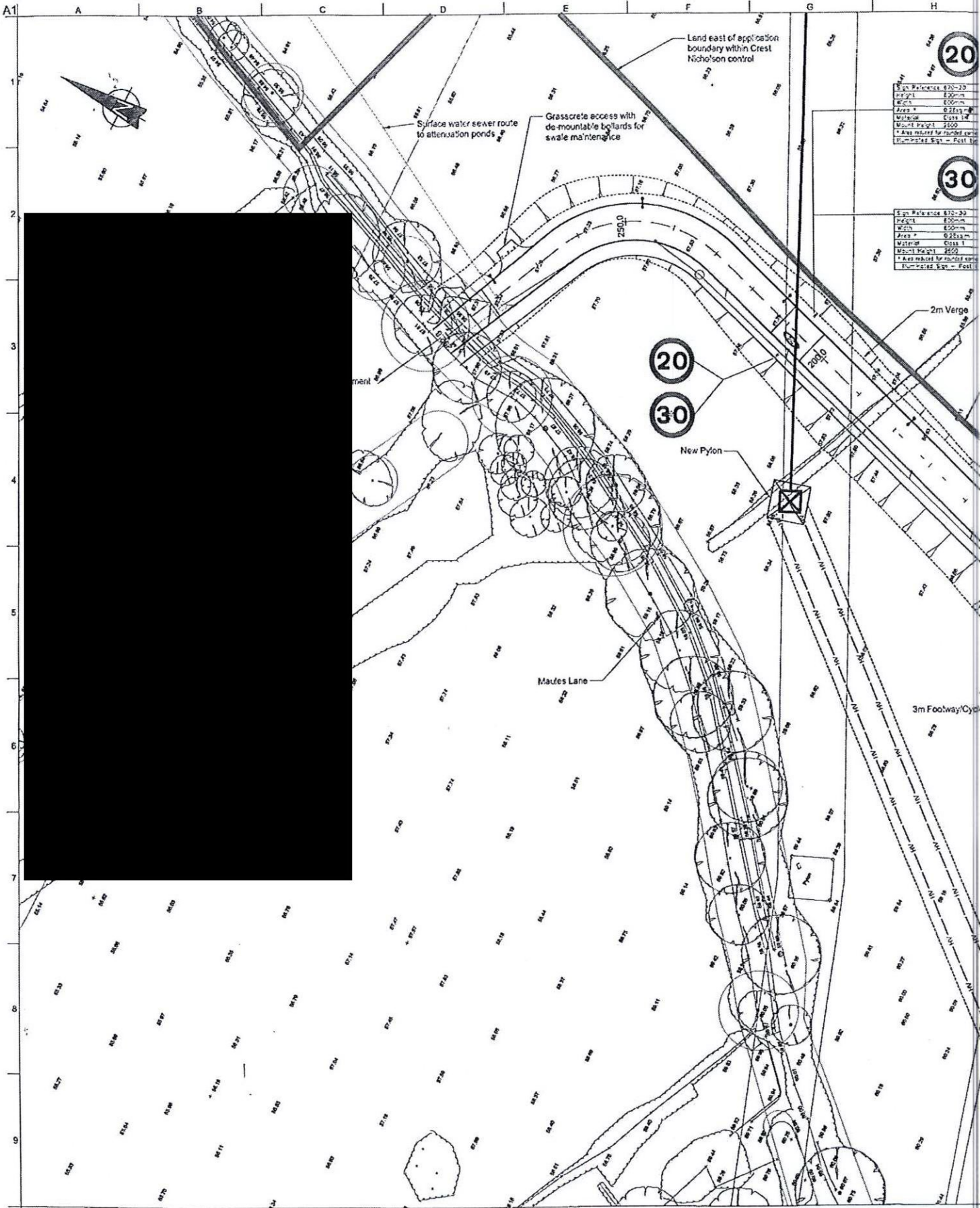
Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Claw back Period
<p>5. Public Transport Contribution (£1,200,000) payable in 3 instalments</p>	<p>First Instalment of £400,000 payable on occupation of 50th Dwelling</p> <p>Second Instalment of £500,000 payable on occupation of the 201st Dwelling</p> <p>Third Instalment of £300,000 payable on occupation of 401st Dwelling</p>	RPI	Towards the extension of existing bus routes contained in Annex 9	10 years
<p>6. Nursery Facility Contribution (if applicable) (£258,750)</p> <p><i>NB: Only payable if the Council serves an On-Site Election Notice in accordance with the provisions of clause 16 and</i></p>	Occupation of 750 Dwellings	BCIS	Provision of a Nursery Facility as provided for in Schedule 3	10 years

Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Claw back Period
<i>the Nursery Facility is not provided privately</i>				
7. Bristol North Fringe Highway Infrastructure Contribution (£1,630,000) payable in three instalments	<p>First Instalment of £543,333 payable on occupation on the 101st Dwelling to be Occupied</p> <p>Second Instalment of £543,333 payable on the 201st Dwelling Occupation</p> <p>Third Instalment of £543,334 payable on the 401st Dwelling Occupation</p> <p>NB: The fourth instalment is deleted</p>	BCIS	<p>Towards all or any of those elements of the Strategic Bristol North Fringe Scheme (Transport) as defined in the South Gloucestershire Local Plan adopted 2006 which are identified in the list attached at Annex 11</p> <p>Or towards any other element of the strategic Bristol North Fringe Scheme as may be approved by the Owners (approval not to be unreasonably withheld or delayed)</p>	10 years

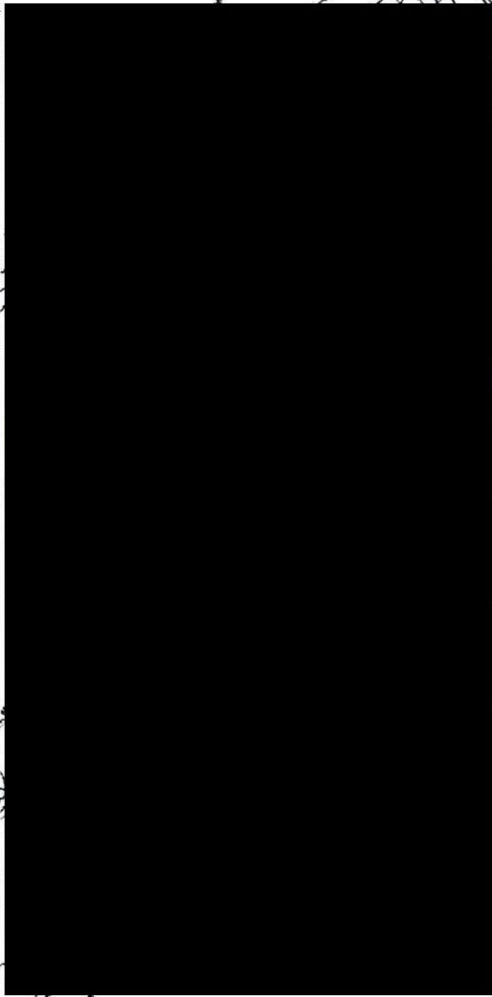
Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Claw back Period
<p>8. Public Rights of Way Contribution (£20,000)</p>	<p>Payable on the 51st occupation</p>	<p>BCIS</p>	<p>Towards improvements on footpath LSG 31 including</p> <p>Provision of suitable anti-vehicle barrier at junction with Harry Stoke road (plus removal of existing concrete block)</p> <p>Provision of tarmac surface to adoption standard from Harry Stoke road, to pedestrian access points to site - min. width of 2m</p> <p>Provision of 2m wide min. graded stone surface from end of tarmac to junction with Community Forest path, including revetments alongside stream and graded access to footbridge. Vegetation clearance as necessary. Seek removal of wooden stile from land.</p> <p>Amend and reprint the booklet "Easy Access Trails - Part Two".</p> <p>Any other alternative works and facilities relating to public rights of way for pedestrians cyclists and/or horse riders within 2 kilometres of the</p>	<p>5 years</p>

Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Claw back Period
			Application Land as may be approved by the Owners (approval not to be unreasonably withheld or delayed)	
9. Library Contribution (£164,510)	Paid 50% on 51 st occupation and balance on 151 st occupation	BCIS	Towards the expansion of existing library facilities at Winterbourne and Bradley Stoke	8 years
10. Car Club Contribution (£63,000)	400 Dwelling occupations	RPI	Towards the establishment of a new or the extension of an existing car club so as to conveniently serve the residents of the Development and make club cars readily available on site for their use	5 years
11. Off-Site pedestrian and cycle facilities Contribution (£50,000)	200 Dwelling occupations	BCIS	See Annex 12 for full Schedule of works Any other alternative works and facilities relating to pedestrian and cycle facilities for pedestrians cyclists within 2 kilometres of the Application Land as may be approved by the Owners (approval not to be unreasonably withheld or delayed)	5 years

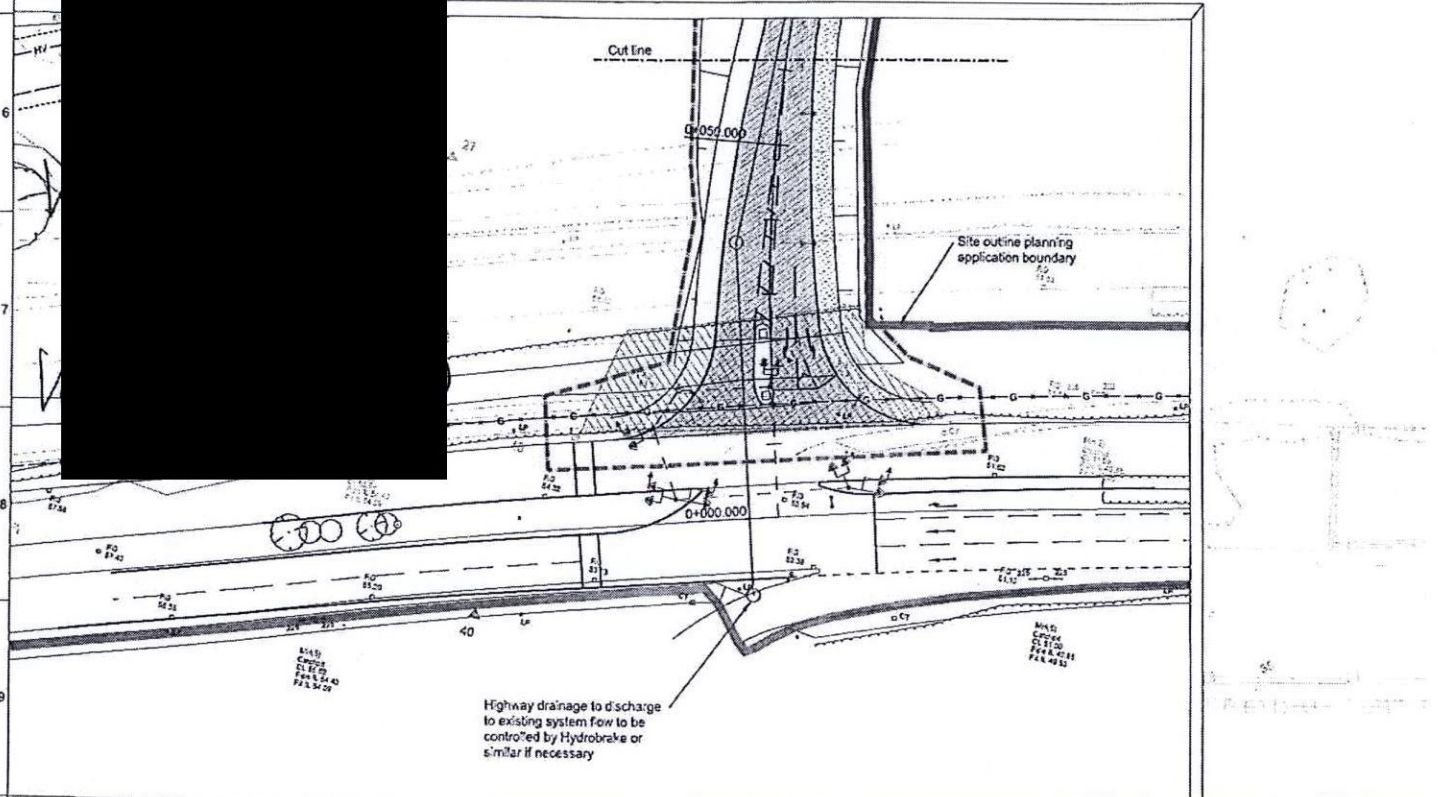
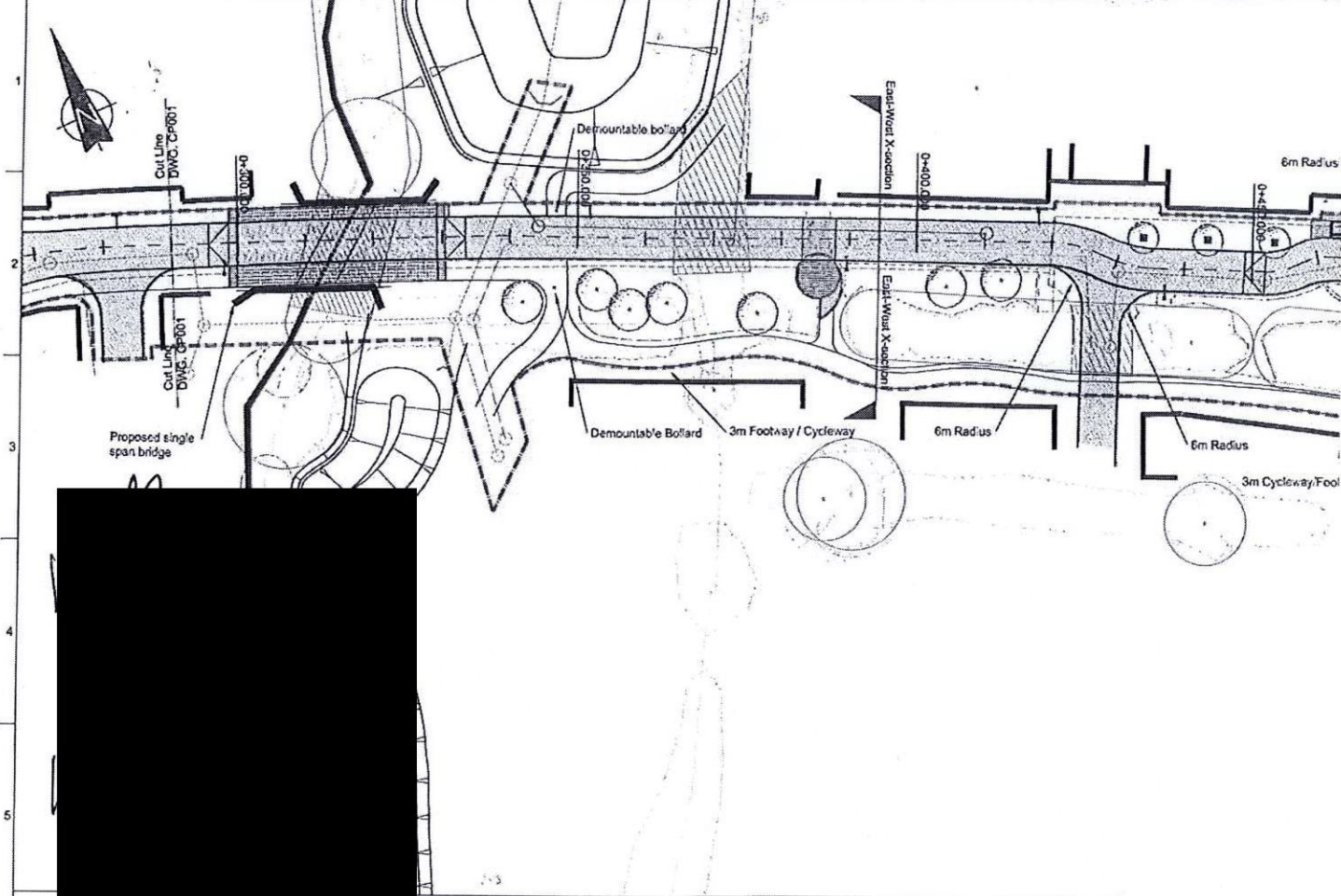
Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Claw back Period
12 Main Contingency Sum (£200,000)	Commencement of Development	BCIS	to fund the costs of enforcing the S106 obligations (other than highways transportation and education provisions) in the event of default by the Owners or of completing any works which the Owners shall have failed to complete and which are in the reasonable opinion of the Council in a condition which is hazardous or dangerous to members of the public	10 years
13 Transport Contingency Sum (£75,000)	Commencement of Development	BCIS	to fund the costs of enforcing the S106 obligations in respect of transportation matters in the event of default	10 years



20	Sp. Reference: 870-20 Length: 2500mm Width: 600mm Area: 0.75sqm Material: Class 1 Min. Depth: 250 * Area reduced for rounded corners Estimated Sp. = Post 1
30	Sp. Reference: 870-30 Length: 2500mm Width: 600mm Area: 0.75sqm Material: Class 1 Min. Depth: 250 * Area reduced for rounded corners Estimated Sp. = Post 1



A1 | A | B | C | D | E | F | G | H



KEY

- | | | | | | | | | | |
|--|---------------------------|--|---|--|--|--|--|--|--|
| | Proposed tree planting | | Evergreen hedge (1.2m dipped height) | | Ramp: Bitmac | | Tree grilles: Set into paving. Material: Stainless steel, aluminium alloy or powder coated mild steel (or other approved). Size: 1000 x 1000mm | | Public art |
| | Close mown grass | | Carriageway and Cycleway: Bitmac | | Western Entrance Feature: Material: Granite aggregate cobble. Size: 100 x 100 x 60mm. Laying pattern: To follow serpentine design. Colour: Balmoral. Finish: Bush hammered | | Seats. Material: Stainless steel, aluminium alloy or powder coated mild steel (or other approved). Height: Backrest to be 800mm above ground. | | Limit of application. |
| | Native hedge | | Footway: Pre cast concrete conservation flags. Size: 400 x 400 x 65mm. Laying pattern: Staggered stack parallel to main build line. Colour: Silver grey, black peck. Finish: Fine textured, smooth ground | | Western Entrance Feature: Material: Granite aggregate concrete sets. Size: 150 x 100 x 60mm. Laying pattern: Radial, domed around public art. Colour: Natural. Finish: Bush hammered | | Indicative street lighting positions. | | Pre cast concrete sets. S 150 x 60mm. Laying pattern: coursed. Colour: Charcoal. Finish: Olden |
| | Ornamental shrub planting | | Indicative building line | | | | Huminated bollards. Material: Stainless steel with toughened lens (or other approved) set along serpentine paving as marking. Height: 1100mm | | 127 TPZA
181 TP2 B
87 TP2 C
19 TP2 D |

**ANNEX 3
REPLACEMENT SCHEDULE 2**

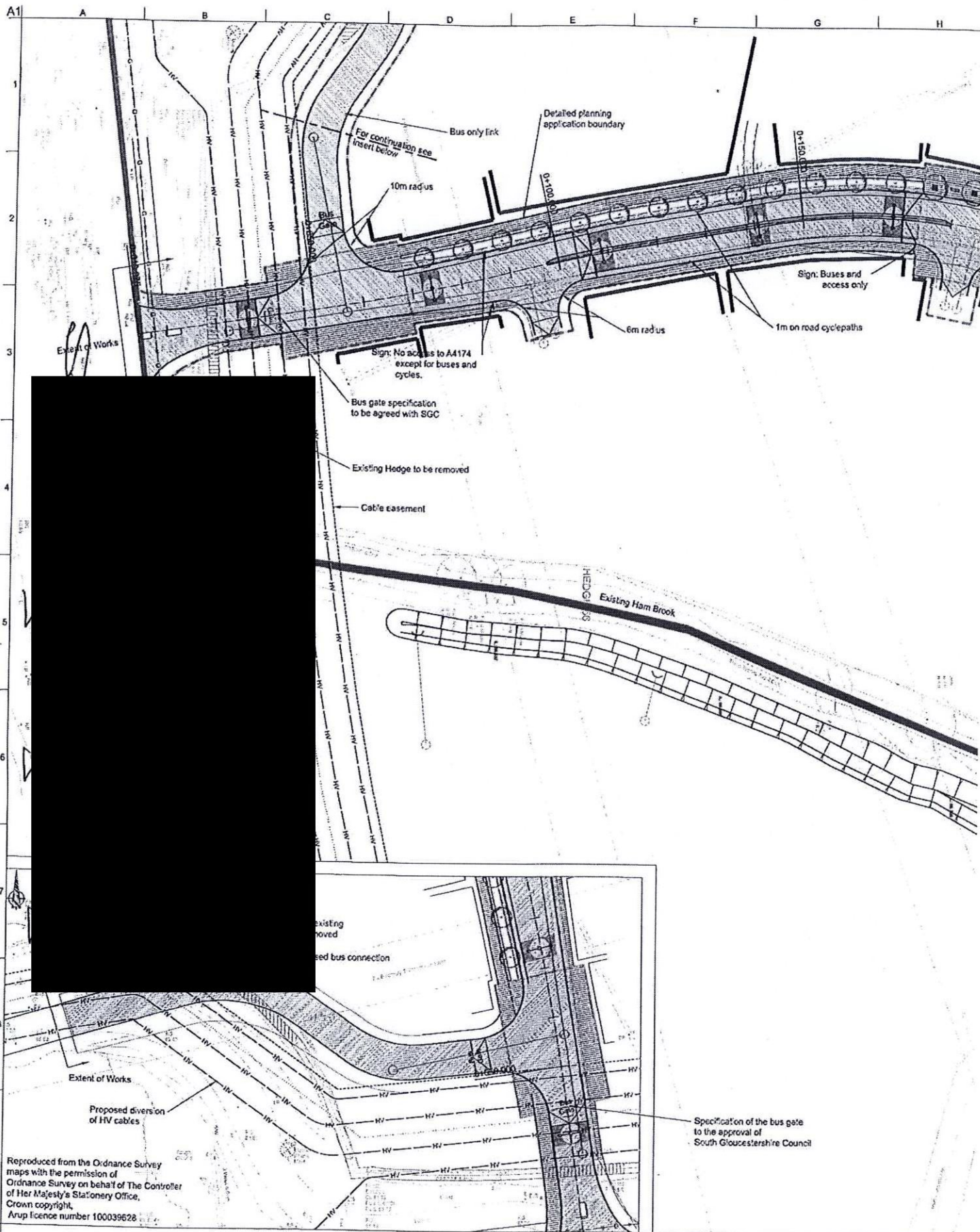
TO BE SUBSTITUTED FOR SCHEDULE 2 OF THE ORIGINAL AGREEMENT

**SCHEDULE 2
HIGHWAY IMPROVEMENTS**

1. COVENANTS RELATING TO HIGHWAY WORKS

Prior to Commencement of the Development an agreement or agreements under S106 of the Act and/or as appropriate Section 278 of the Highways Act 1980 shall be entered into substantially in the form of the draft agreement annexed at Annex 2 ("the Highways Agreement") to secure the carrying out of the highway works necessary for the implementation of the Development (or relevant part thereof) as set out below:-

- 1.1 prior to the Commencement of any Development the construction of either the Great Stoke Way junction which shall consist of a simple priority junction as shown in principle only on drawing number 118117-00 CP-001 Issue 3, or the construction of a junction with the A4174 as shown in principle only on drawing number 118117-00 CP-010 Issue 5;
- 1.2 prior to the Occupation of the first Dwelling the construction to binder layer of either: the East - West Link Road from the junction with Great Stoke Way to the western bank of the Ham Brook (but excluding the bridge over the Brook) as shown in principle only on drawing number 118117-00 CP-001 Issue 3; or the construction to binder layer of the North - South access road from the junction with the A4174 and the East - West Link Road to the east bank of the Ham Brook (but excluding the bridge over the Brook) as shown in principle only on drawing numbers 118117-00 CP-010 Issue 5 and 118117-00 CP-003 Issue 5;
- 1.3 prior to the Occupation of the 50th Dwelling the construction of either: East - West Link Road from the Great Stoke Way to the west bank of the Ham Brook (but excluding the bridge over the Brook) finished to the level and detail as shown in principle only on drawing number 118117-00 CP-001 Issue 3; or the North - South access from the junction with the A4174 and the East - West Link Road to the east bank of the Ham Brook (but excluding the bridge over the Brook) as shown in principle only on drawing numbers 118117-00 CP-010 Issue 5 and 118117-00 CP-003 Issue 5;
- 1.4 prior to the Occupation of the 200th Dwelling and subject always to the provision of the alternative in paragraph 1.5 below - the East - West Link Road shall be connected across the Ham Brook by the new road bridge over the Brook and finished to the level and detail as shown in principle only on drawing number 118117-00 CP-001 Issue 3) 118117-00 CP-010 Issue 5 and 118117-00 CP-003 Issue 5 or any agreed amendments thereto to create a link road between Great Stoke Way and north-south access road off the A4174;



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KEY			
	Proposed tree planting		Carriageway. Bitmac
	Low ground cover planting (under 600mm)		Pre-cast concrete conservation flags. Size: 400 x 400 x 60mm. Laying pattern: Staggered slack parallel to main bus lane. Colour: Silver grey, black fleck. Finish: Fine textured, smooth ground
	Evergreen hedge (1.2m clipped height)		Central Rumble Strip. Granite aggregate cobbles. Size: 100 x 100 x 60mm. Laying pattern: Coursed. Colour: Natural. Finish: Bush hammered
	127 TPZA		191 TP2 B
	87 TP2 C		19 TP2 D
	Proposed HW drain		Cycleway. Granite aggregate concrete setts. Size: 180 x 160 x 60. Laying pattern: 5 courses parallel to kerb. Colour: Natural. Finish: Bush hammered. With 1 course exposed granite aggregate kerb laid flush (size: 225 x 125mm)
	Proposed SW sewer		Ramp with pedestrian crossing point. Ramp: Bitmac. Crossing: Granite aggregate concrete setts. Size: 100 x 100mm, 150 x 100mm, 80mm thick. Laying pattern: 12 no. rows random coursed laying pattern perpendicular to running line (1200mm band). Colour: Natural. Finish: Bush hammered
	Proposed FW sewer		Junctions - Edging. Granite aggregate cobbles. Size: 100 x 100 x 60mm. Laying pattern: Double row coursed setts. Colour: Beige. Finish: Bush hammered
	Indicative Service Route		Estate railing to re-inforce hedge planting 0.9m high. Galvanised mild steel, with coat epoxy paint (or other approved). Colour: Black
			Tree grilles. Set into paving. Material: Stainless steel, aluminium alloy or powder coated mild steel (or other approved). Size: 1000 x 1000mm
			Bollards. Spacings: Set at 5 metre centres. Material: Stainless steel, aluminium alloy or powder coated mild steel (or other approved). Height: 600mm above ground
			Seats. Material: Stainless steel, aluminium alloy or powder coated mild steel (or other approved). Height: 600mm above ground
			Application boundary

- 1.5 prior to the Occupation of the 200th dwelling and should the junction with the A4174 as shown in principle only on drawing 118117-00 CP-010 Issue 5 be provided before the junction onto Great Stoke Way, if called upon by the Council pursuant to the implementation of the final phase of the Stoke Gifford Transport Link the Developer will use reasonable endeavours to provide alternative access to the development on land within the limits of the existing highway and/or on land within the relevant Developer's ownership and control either via the junction at Great Stoke Way as shown on drawing 118117-00 CP-001 Issue 3 or by an alternative temporary junction using the proposed emergency access onto the A4174;
- 1.6 prior to the Occupation of the 400th Dwelling the construction of the Public Transport Corridor Junction, including the extension of the Harry Stoke Road Bus Only Link A4174 Filton Road where the Public Transport Corridor Junction consists of the reconstruction of the Coldharbour Lane junction with the A4174 to allow 2-way bus movement north- south through the junction into the bus only arm on the north side of the junction. The works to include but not necessarily be limited to the extension of the Harry Stoke Road Bus Only Link eastwards to connect into the North-South Public Transport corridor The works to include but not necessarily be limited to all signing, lining and lighting and as shown in principle only on drawing number 118117-00 CP-002 Issue 2;
- 1.7 prior to the Occupation of the 400th Dwelling the construction of the Public Transport Corridor where the Public Transport Corridor means the north-south highway link between the bus only access from the Coldharbour Road junction with the A4174 and the East-West Link Road The Public Transport Corridor shall include a clear carriageway width sufficient for two-way use by conventional buses in addition to pedestrians, cyclists and local development traffic. The Public Transport Corridor is shown in principle only on drawing number 118117-00 CP-002 Issue 2

PROVIDED THAT the Highways Agreement or Highways Agreements shall incorporate such amendments as shall be reasonably necessary to adapt the Highways Agreement or Highways Agreements (including design and timings) to the circumstances and as may be reasonably requested by the Owner / Developers and/or the Council AND the highway works shall be contained entirely within Application Land in the control of the Owners or within the extent of the public highway and the Council in its capacity as highway authority hereby consents to promptly enter into any such Highway Agreement or Highways Agreements without delay or charge (save in respect of any legal costs involved in completing such documentation and any costs provided for within the Highway Agreement or Highways Agreements)

**ANNEX 4
REPLACEMENT SCHEDULE 10**

To be substituted for SCHEDULE 10 of the Original Agreement

AFFORDABLE HOUSING (SCHEDULE 10)

TO BE SUBSTITUTED FOR SCHEDULE 10 OF THE ORIGINAL AGREEMENT

Affordable Housing

Affordable Housing Obligations

Covenants relating to Affordable Housing

1. Unless otherwise agreed in writing by the Council the Owners and Developers and on behalf of themselves and their successors in title to the Application Land with the intention that the following provisions shall bind the Application Land and every part of it into whomsoever's hands it may come covenant with the Council (and the Council covenants with and acknowledges to the Owners and the Developers) (time being of the essence) that:

Quantum

- 1.1 The amount of Affordable Dwellings in each Phase shall be determined as follows:
 - 1.1.1 At least four weeks before the first submission of any Reserved Matters Submission in respect of Dwellings in each of Phases 1 2 and 3 respectively the Owner/Developer shall pursuant to condition 7 of the Planning Permission submit to the Council for approval in writing the Base Line GMP for the relevant Phase and in respect of such submissions for Phases 1 or 2 respectively shall simultaneously submit a Target GMP in respect of Phase 1 or Phase 2 respectively.
 - 1.1.2 Within 4 Weeks of the first submission of any Reserved Matters Submission in respect of Dwellings in any part of Phase 1 or Phase 2 the Council shall designate an Independent Valuer for the purposes of Sub - Paragraph 1.1.5(b) and 1.1.6(b) below.
 - 1.1.3 Within 4 Weeks of the first submission of any Reserved Matters Submission in respect of Dwellings shall seek to agree on a panel of 4 independent valuers in addition to Mr. Anthony Williams of the DVS which independent valuers shall be willing to act as the Valuation Expert in determining the Market Value under the provisions of Clause 17 in the absence of agreement of the Open Market Value between the Council and the relevant Developer.

- 1.1.4 If the parties cannot agree on the identity of the panel of Valuation Experts either party may request the President of the RICS shall identify the panel of Valuation Experts under Clause 17 on the application of either party.
- 1.1.5 Following approval in writing of the Base Line GMP and Target GMP in respect of Phase 1 and prior to the laying of foundations of any Market Dwelling in any Sub-Phase containing Further/Target Affordable Dwellings which is the subject of an invitation under sub-paragraph 1.1.5(a) below the Owner/Developer shall:
- (a) Invite an unconditional bid for all or part of the Further/Target Affordable Dwellings in that Sub-Phase from an Approved RSL on the Standard Terms;
 - (b) In order to assist the parties' agreement or the Valuation Expert's determination of such Market Value the relevant Developer shall commission 2 Independent Valuers (one identified by the relevant Developer the other to be identified by the Council in accordance with paragraph 1.1.2 above who shall be instructed to liaise with each other and to give their written opinions of the Open Market Value of the relevant Market Dwellings as identified on the approved Base Line GMP which are located on the sites of the Further/Target Affordable Dwellings the subject of the invitation under paragraph 1.1.5(a) as identified on the approved Target GMP for that Phase on the Valuation Assumptions and the provisions and timetable set out in Sub- Paragraph 1.1.5(d) below;
 - (c) The costs of such instructions shall be borne by the relevant Developer;
 - (d) Supply the Independent Valuer identified by the Developer and the Independent Valuer designated by the Council with the related Base Line GMP and the Target GMP and related schedules of accommodation and such other information it considers relevant (including the prices achieved on sales of equivalent Market Dwellings in the last twelve month period) and instruct the Independent Valuers to liaise with each other and confirm in writing (giving reasons) within not more than 21 days of such instruction their respective opinions of the Open Market Value of the relevant Market Dwellings as identified on the approved Base Line GMP which are located on the sites of the Further/Target Affordable Dwellings the subject of the invitation under paragraph 1.1.5(a) as identified on the approved Target GMP for that Phase;
 - (e) On receipt of the two valuations pursuant to Sub-Paragraph 1.1.5(b) above the parties may either continue to seek to agree

the Market Value between them or either one of them may at any time thereafter refer the calculation of the Open Market Value to the Valuation Expert for expert determination under Clause 17 of the Original Agreement in accordance with Sub-Paragraph 1.1.5(f) below;

- (f) In the event that a reference to expert determination is made under Sub-Paragraph 1.1.5(e) above then the person making the reference shall provide the Expert with copies of this Agreement and of both Independent Valuers' reports and require the Valuation Expert to determine the Open Market Value of the relevant market dwellings by providing his written opinion of their Open Market Value within 7 days of the reference to him;
- (g) His written opinion of the Open Market Value of the relevant dwellings shall be final and binding on the parties for the purposes of assessing whether or not the Grant Requirement shall have been satisfied;
- (h) The Council shall inform the Approved RSL of the Open Market Value as agreed by the parties or determined by the Valuation Expert;
- (i) The Approved RSL or the Council or other Affordable Housing Provider may apply to the HCA for Grant in respect of or agree to apply any Grant under its control towards the Further/Target Affordable Dwellings the subject of the invitation under Sub-Paragraph 1.1.5(a);
- (j) The relevant Developer shall if requested (and subject to an undertaking to meet any external costs) provide a representative to attend any meetings with the HCA in relation to any applications for Grant needed to meet the Grant Requirement.

1.1.6 Following approval in writing of the Base Line GMP and Target GMP in respect of Phase 2 and prior to the laying of foundations of any Market Dwelling in any Sub-Phase containing Further/Target Affordable Dwellings which is the subject of an invitation under sub-paragraph 1.1.6(a) below the Owner/Developer shall:

- (a) Invite an unconditional bid for all or part of the Further/Target Affordable Dwellings in that Sub-Phase from an Approved RSL on the Standard Terms;
- (b) In order to assist the parties' agreement or the Valuation Expert's determination of such Market Value the relevant Developer shall commission 2 Independent Valuers (one identified by the relevant Developer the other to be identified by the Council in accordance

with paragraph 1.1.2 above who shall be instructed to liaise with each other and to give their written opinions of the Open Market Value of the relevant Market Dwellings as identified on the approved Base Line GMP which are located on the sites of the Further/Target Affordable Dwellings the subject of the invitation under paragraph 1.1.6(a) as identified on the approved Target GMP for that Phase; on the Valuation Assumptions and the provisions and timetable set out in Sub- Paragraph 1.1.6(d) below;

- (c) The costs of such instructions shall be borne by the relevant Developer;
- (d) Supply the Independent Valuer identified by the Developer and the Independent Valuer designated by the Council with the related Base Line GMP and the Target GMP and related schedules of accommodation and such other information it considers relevant (including the prices achieved on sales of equivalent Market Dwellings, in the last twelve month period) and instruct the Independent Valuers to liaise with each other and confirm in writing (giving reasons) within not more than 21 days of such instruction their respective opinions of the Open Market Value of the relevant Market Dwellings as identified on the approved Base Line GMP which are located on the sites of the Further/Target Affordable Dwellings the subject of the invitation under paragraph 1.1.6(a) as identified on the approved Target GMP for that Phase;
- (e) On receipt of the two valuations pursuant to Sub-Paragraph 1.1.6(b) above the parties may either continue to seek to agree the Market Value between them or either one of them may at any time thereafter refer the calculation of the Open Market Value to the Valuation Expert for expert determination under Clause 17 of the Original Agreement in accordance with Sub-Paragraph 1.1.6(f) below;
- (f) In the event that a reference to expert determination is made under Sub-Paragraph 1.1.6(e) above then the person making the reference shall provide the Expert with copies this Agreement and of both Independent Valuers' reports and require the Valuation Expert to determine the Open Market Value of the relevant market dwellings by providing his written opinion of their Open Market Value within 7 days of the reference to him;
- (g) His written opinion of the Open Market Value of the relevant dwellings shall be final and binding on the parties for the purposes of assessing whether or not the Grant Requirement shall have been satisfied;

- (h) The Council shall inform the Approved RSL of the Open Market Value as agreed by the parties or determined by the Valuation Expert;
- (i) The Approved RSL or the Council or other Affordable Housing Provider may apply to the HCA for Grant in respect of or agree to apply any Grant under its control towards the Further/Target Affordable Dwellings the subject of the invitation under Sub-Paragraph 1.1.6(a);
- (j) The relevant Developer shall if requested (and subject to an undertaking to meet any external costs) provide a representative to attend any meetings with the HCA in relation to any applications for Grant needed to meet the Grant Requirement

Quantum of Affordable Housing for each of the 3 Phases

1.1.7 The quantum of Affordable Dwellings in each Phase or Sub-Phase shall then be conclusively determined as follows:

Quantum For Phase 1 and 2 if Grant Requirement is satisfied

- (a) If the Grant Requirement for Phase 1 or the relevant Sub-Phase of it being the subject of an invitation under paragraph 1.1.5(a) IS satisfied within the timescales allowed THEN AND ONLY THEN shall the Base Line Affordable Housing Requirement PLUS the Further/Target Affordable Housing Requirement apply to Phase 1 or the relevant Sub-Phase of it;
- (b) if the Grant Requirement for Phase 2 or the relevant Sub-Phase of it being the subject of an invitation under paragraph 1.1.6(a) IS satisfied within the timescales allowed THEN AND ONLY THEN shall the Base Line Affordable Housing Requirement PLUS the Further/Target Affordable Housing Requirement apply to Phase 2 or the relevant Sub Phase of it;

Quantum for Phase 1 or Phase 2 if Grant Requirement is not satisfied

- (c) if the Grant Requirement for Phase 1 or the relevant Sub - Phase of the subject of an invitation under paragraph 1.1.5(a) IS NOT satisfied within the timescales allowed THEN only the Base Line Affordable Housing Requirement shall apply to that Phase or Sub-Phase respectively and the Further/Target Affordable Housing Requirement shall NOT apply to that Phase or the relevant Sub-Phase of it;
- (d) if the Grant Requirement for Phase 2 or the relevant Sub - Phase of the subject of an invitation under paragraph 1.1.6(a) IS NOT

satisfied within the timescales allowed THEN only the Base Line Affordable Housing Requirement shall apply to that Phase or Sub-Phase respectively and the Further/Target Affordable Housing Requirement shall NOT apply to that Phase or the relevant Sub-Phase of it;

Quantum for Phase 3

- (e) Only the Base Line Affordable Housing Requirement shall apply to Phase 3.

1.1.8 It is hereby agreed and declared that in testing whether the Grant Requirement for any Phase or Sub-Phase shall have been met:

- (a) time shall be of the essence and the timescales shall be absolute and incapable of extension;
- (b) the Grant Requirement for each relevant Sub-Phase shall be tested only once and the results of such testing shall be final and binding on the parties as to whether the Base Line Affordable Housing Requirement or the Further/Target Affordable Housing Requirement applies.
- (c) Once a bid shall have been made by an Approved RSL in accordance with Sub Paragraph (a) of the definition of the Grant Requirement then this shall be regarded as their final bid for the land for the purposes of testing the Grant Requirement and no further time shall be given or further bids or amendments to the original bid shall be allowed or accepted for the purposes of testing the Grant Requirement for that Phase or Sub-Phase.
- (d) The time periods for satisfying the Grant Requirement contained in this Paragraph 1.1 and in paragraphs (a) (b) (c) and (d) of the definition of the Grant Requirement shall be absolute and failure to meet any of them shall mean that the Grant Requirement for the relevant Phase or Sub-Phase shall be deemed not satisfied - in which case only the Base Line Affordable Housing Requirement only shall apply to that Phase or Sub-Phase.

Distribution

1.2 the distribution of Affordable Housing in each Phase shall be as follows:

- 1.2.1 Distribution of the Base Line Affordable Housing Requirement for Phases 1 2 and 3 shall be in substantial accordance with the approved Base Line GMP and related schedule for that Phase as qualified by Reserved Matters Approvals;

- 1.2.2 If the Grant Requirement for Phase 1 or any Sub-Phase of it the subject of an invitation under paragraph 1.1.5(a) or the Grant Requirement for Phase 2 or any Sub-Phase of it the subject of an invitation under paragraph 1.1.6(a) respectively is satisfied the distribution of the Further/Target Affordable Housing Requirement for that Phase or Sub-Phase shall be in substantial accordance with the approved Target GMP for that Phase as qualified by Reserved Matters Approvals.

Clustering

- 1.3 Each Cluster of Affordable Housing shall be physically separate from and discontinuous with any other Cluster and no Cluster shall contain more than 12 Affordable Dwellings which are houses or 16 Affordable Dwellings which are flats or a mixture of 16 flats and houses which shall include no more than 12 houses;

Tenure

- 1.4 As regards the Base Line Affordable Housing Requirement:

77.25% of the Affordable Dwellings shall be Social Rented Affordable Housing Units (rounded up or down to the nearest whole Dwelling) or as otherwise agreed in writing with the Council; and

22.75% of the Affordable Dwellings shall be Shared Ownership Units (rounded up or down to the nearest whole Dwelling) or as otherwise agreed in writing with the Council;

- 1.5 As regards the Further /Target Affordable Housing Requirement:

77.25% of the Affordable Dwellings shall be either Social Rented Affordable Housing Units (rounded up or down to the nearest whole Dwelling) or let at initial rent not exceeding 80% of market rent as at the date of grant of the tenancy; and

22.75% of the Affordable Dwellings shall be Shared Ownership Units (rounded up or down to the nearest whole Dwelling) or as otherwise agreed in writing with the Council;

Tenure and Type

- 1.6 The mix of Affordable Dwellings rounded up or down to the relevant whole number shall be as follows:-

Social Rented Affordable Housing Units or other types of rented Affordable Housing (being 77.25% of the Affordable Dwellings or as otherwise agreed in writing with the Council) consisting of:

6.75% 1 bed flats

3.75% 2 bed flats

26.75% 2 bed houses

25% 3 bed houses

15% 4 bed houses

Affordable Dwellings intended to be disposed of by Shared Ownership Lease (being 22.75% of the Affordable Dwellings or as otherwise agreed in writing with the Council) consisting of:

3.25% 1 bed flats

11.25% 2 bed flats

8.25% 2 bed houses

Distribution of Affordable Housing Procedural Requirements

- 1.7 At least 4 weeks before the submission of first Reserved Matters Submissions for housing in Phases 1 2 or 3 as appropriate a Base Line GMP for that Phase and in respect of Phases 1 and 2 a Target GMP for that Phase shall be submitted to the Council for its approval.
- 1.8 The Base Line GMP and (in respect of Phases 1 and 2) - the Target GMP shall:-
- 1.8.1 indicate the broad distribution of Clusters across the relevant Phase with the Base Line GMP indicating the position which is to apply if the Grant Requirement is not met and (in respect of Phases 1 and 2 only) with the Target GMP indicating position which is to apply if the Grant Requirement is met; and
- 1.8.2 be accompanied by the Affordable Housing Schedule for that Phase outlining the number type mix tenure and numbers of bedrooms of the Affordable Housing which shall (unless otherwise agreed in writing) accord with Sub-Paragraph 1.6 of this Schedule

PROVIDED THAT nothing in this sub-paragraph shall require the Owners and Developers to make Reserved Matters Submissions for the entire Phase.

Identification

- 1.9 With each Reserved Matters Submission for any Phase or Sub-Phase which includes Affordable Housing Land the Owners or Developers shall identify the Affordable Dwellings in that Phase or Sub-Phase (together with the Affordable Housing Schedule for that Phase identifying the number tenure and type of the balance of the Affordable Dwellings to be contained in the remainder of that Phase) either:

- 1.9.1 in substantial accordance with the details contained in an approved Base Line GMP (if the Grant Requirement for that Phase or Sub-Phase is not satisfied);
- 1.9.2 In substantial accordance with the details contained in an approved Target GMP (if the Grant Requirement for that Phase or Sub-Phase is satisfied);

Unless otherwise agreed by the Council in writing PROVIDED ALWAYS that nothing in this Agreement shall prevent the Owners or Developers from submitting adjustments to the Base Line GMP and Target GMP Initially approved for Council approval from time to time; and where there is any discrepancy between an approved Base Line GMP and Target GMP and Reserved Matters Approval(s) the precise location mix type and tenure of Affordable Dwellings shall be governed by reference to Reserved Matters Approval provided the proportion mix type and tenure of Affordable Dwellings for that Phase is either consistent with the overall Base Line Affordable Housing Requirement and (if the Grant Requirement for Phase 1 and Phase 2 (or the relevant Sub-Phases in respect of which an invitation under paragraph 1.1.5(a) or 1.1.6(b) shall have been submitted) is satisfied) consistent with the Further/Target Affordable Housing Requirement for that Phase or Sub-Phase as identified in paragraph 1.8 above;

Detailed identification at Reserved Matters Approvals Stage

- 1.10 When submitting details of the nature and type of Affordable Dwellings in any Cluster as part of Reserved Matters Submissions the Owners or Developers shall at the same time indicate the mix type and tenure of Affordable Dwellings proposed in the other Clusters in the same Phase;

Wheelchair Units

- 1.11 3% of the Affordable Dwellings shall be designed to accommodate wheelchair users - such Affordable Dwellings to be contained within the two and three bed Social Rented Affordable Housing Units;

Delivery Mechanism

- 1.12 No more than 30% of the Market Dwellings in any Sub-Phase of the Development shall be Occupied until an Affordable Housing Contract shall have been entered into in relation to any Affordable Housing within that Sub-Phase;
- 1.13 all Affordable Dwellings shall unless otherwise agreed be managed by an Affordable Housing Manager and in respect of the Base Line Affordable Housing Requirement only shall be provided without recourse to public subsidy Provided Always that the Affordable Housing Provider may use its own resources borrowings rental income receipts from sales/persons exercising any right to acquire under the 1996 Act or to staircase (other than receipts from the right to acquire under the 1996 Act or a Staircasing Event in respect of the other Affordable Dwellings as described in Schedule 10) or other sources of finance to fund the acquisition of Affordable

Dwellings and may use any available public subsidy to fund the acquisition of Additional Affordable Housing in combination with the Staircasing Receipts reserved and set aside pursuant to this Agreement;

1.14 the Owner/Developer will give written notice to the Council when the legal transfer of 30% and 70% of the total number of Market Dwellings in each Sub-Phase containing Affordable Dwellings rounded to the nearest whole number shall have been Occupied;

1.15 no more than 70% of the Market Dwellings in any Sub-Phase shall be occupied in that Phase until all of the Affordable Dwellings in that Sub-Phase shall have achieved practical completion and shall have been transferred (whether leasehold or freehold) to an Affordable Housing Provider;

Shared Ownership Units

1.16 Subject to Clause 1 of this Agreement and paragraph 1 of this Schedule the 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;

Nomination rights

1.17 The terms of any transfer of an interest in an Affordable Dwelling to an Affordable Housing Provider shall provide that:

1.17.1 In respect of all first lettings and 75% of subsequent lettings of Social Rented Affordable Housing Units or any other type of rented Affordable Housing the Council shall refer potential occupiers to the Affordable Housing Provider pursuant to a Service Level Agreement;

1.17.2 In respect of all disposals of intermediate housing including Shared Ownership Units the opportunity shall be granted to the HomeBuy Agent to refer potential occupiers to the Affordable Housing Provider pursuant to a Service Level Agreement.

Occupation

1.18 The Affordable Housing shall only be occupied by persons in need of Affordable Housing to buy or to rent (at the point of sale or letting).

Standard of Construction

1.19 The Social Rented Affordable Housing Units shall be constructed in accordance with Housing Corporation Scheme Development Standards (essential items only) Fifth Edition April 2003 - they will also be in accordance with the principles contained in the document entitled "Lifetime Home Standards" published by the Joseph Rowntree Foundation and dated 1999;

1.20 All Affordable Dwellings shall be built to Code 3 of the Code for Sustainable Homes Standard or equivalent;

Satisfaction of Affordable Housing Requirement

- 1.21 Once the Affordable Dwellings equating to the Base Line Affordable Housing Requirement or (where the Grant Requirement has been met in respect of Phase 1 or Phase 2) the Base Line Affordable Housing requirement **plus** the Further/Target Affordable Housing Requirement for the relevant Phase as appropriate shall have been identified by reference to Reserved Matters Approvals for any Phase then any residual areas of Affordable Housing Land in that Phase may be developed for Market Dwellings;
- 1.22 The amount of the Subsidy and the date of any Affordable Housing Contract for disposal to an Affordable Housing Provider in respect of each Affordable Dwelling shall be provided to the Council by the Affordable Housing Provider together with a plan identifying the Affordable Dwelling to which that Subsidy relates;

Service Charges for Individual Purchasers Tenants and occupiers

- 1.23 The service charges levied against purchasers tenants or occupiers of any individual flatted Affordable Dwellings (including a proportional contribution towards the maintenance of areas of public open space within the Application Land which shall be additional to the charge levied in relation to the communal areas of the Affordable Dwellings) shall not exceed the sum of £571 per annum per household increased by the percentage increase (if any) in RPI between the date of its last publication prior to the date of this Deed and the date of its last publication prior to the date of any demand for payment of the service charge (or where payable by instalments the date of its last publication prior to the date of any demand for payment of the relevant instalment of it)
- 1.24 Ground rents for the Affordable Housing shall be at a peppercorn rent
- 1.25 **Application Of Staircasing Receipts**
- 1.25.1 On the occurrence of any Staircasing Event relating to an Affordable Dwelling and subject always to the application of paragraphs 1.25.2 and 1.25.3 (a) to (d) below the Affordable Housing Provider (as successor in title to the Owners and Developers) shall (having first redeemed any charges or loans and deducted from the proceeds of staircasing any outstanding loan debt attributable or assumed in relation to that Affordable Dwelling) shall 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 shall have been reserved and set aside and/or applied to for such purposes
- 1.25.2 The provisions of this paragraph 1.25 shall not apply where there is a statutory or regulatory requirement to account for Staircasing Receipts to any other body;

1.25.3 On the occasion of the first and any subsequent Staircasing Event the Subsidy shall be notionally 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:-

- (a) On the date of the first Staircasing Event the notional Subsidy shall be notionally increased by the percentage increase (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 Affordable Housing Provider at the point of calculating the Subsidy with its Actual Market Value as notified to the Council by the Affordable Housing Provider at the date of the Staircasing Event

(AND for the avoidance of doubt the Subsidy as notionally increased under this Sub-Paragraph (a) 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.

- (b) The Subsidy (as notionally increased) shall then be notionally reduced by the amount of any Staircasing Receipts and the balance carried forward
- (c) On the date of any subsequent Staircasing Event relating to an Affordable Dwelling the Subsidy balance carried forward under (b) above shall be notionally increased by the percentage increase in the Actual Market Value of the relevant Dwelling from the date of the previous Staircasing Event in (a) and its Actual Market Value as notified to the Council by the Affordable Housing Provider at the date of the subsequent Staircasing Event and the provisions of sub -paragraphs 1.25.1 to 1.25.3(b) shall be applied (mutatis

mutandis) to such balances and any remaining notional Subsidy balance carried forward.

- (d) Once:
 - (i) an amount equal to the notional Subsidy for that Dwelling shall have been set aside for the provision of Additional Affordable Housing as set out in subparagraph 1.25.3 above; or
 - (ii) the final Staircasing Event (leaving the Shared Ownership Lease lessee owning a 100% freehold or leasehold share) has occurred and there will be no requirement to carry forward the Subsidy balances following this final Staircasing Event.

Then in either such case this paragraph 1.25 shall be deemed satisfied and there shall be no requirement to reserve and set aside any further Staircasing Receipts (or part thereof) under paragraph 1.25.1 above

Transfer

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

- 1.26.1 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
- 1.26.2 details of Actual Market Value and equity sold to the Occupants under a Shared Ownership Lease
- 1.26.3 the amount of Staircasing Receipts following a Staircasing Event

1.27 Under the terms of the legal transfer of the Affordable Housing Land to an Affordable Housing Provider 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 Affordable Housing Provider that in such transfer the transferee shall covenant with the Owner/Developer 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

Mortgagee in Possession

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

1.28.1 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

1.28.2 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

ANNEX 5
LOT 4 SPORTS SPECIFICATION

Headline Specification for small pavilion with clubroom for formal sport pitches at Lot 4 to serve Harry Stoke (PT06/1001/O)

This headline specification identifies and describes the required pitches (including their sizes) and of the facilities required. The details of the layout of the five pitches and the specific design of the pavilion accommodation shall be determined through a detailed specification to be agreed as part of a separate planning application to be made to South Gloucestershire Council (SGC) which should have regard to any advice received from Sport England, Football Foundation and English Cricket Board

Maximum Cost Liability (Lot 4 Budget Limit) - £1,000,000 index linked

The sports pitches pavilion and related works and facilities including car parking vehicular access drainage landscaping and servicing shall be designed to keep the overall costs within the Lot 4 Budget Limit and the parties shall cooperate with a view to agreeing a scheme and in the event that the cost exceeds £1,000,000 the maximum cost liability of Crest shall be the Lot 4 Budget Limit

Crest and the Council will work together with open book arrangements to produce cost effective design and construction of the pavilion sports pitches and facilities. In the event of a budgetary shortfall both Crest and the Council will work together to engage new partners to achieve the agreed minimum facility outcome. The cost of this exercise will be outside the budget limit and split between Crest and the Council

Once planning permission has been granted:

Crest shall carry out the works in accordance with the Lot 4 Sports Specification agreed programme subject always to the limits of their expenditure on the scheme not exceeding the Lot 4 Budget Limit

Subject always to the Lot 4 Budget Limit and Lot 4 planning consent:

a) the small pavilion with clubroom shall be located in the position shown on Drawing HS/Lot 4 layout 12/10 on land known as LOT 4 Land at Hambrook Farm, Old Gloucester Road and is intended to serve the outdoor sports pitches set out below. Subject to budgetary constraints the pavilion should be built to an equivalent build quality and with equivalent finishes fixtures and fittings to those as completed at Emersons Green Playing Fields, Pomphrey Hill, South Gloucestershire, BS16 7JP (planning reference: PK08/3025/R3F)

b) the following pitches should be provided at the sizes indicated below unless otherwise agreed in writing by the Council. All pitches to be levelled and appropriately drained, details to be subject to detailed specification to be agreed (agreement not to be unreasonably withheld or delayed):

1 no. senior league standard football pitch (0.7ha)

- 1 no. junior league standard football pitch (0.63ha)
- 1 no. junior pitch for 6-8yo / primary school years 3&4 (0.4ha)
- 1 no. small junior football pitch (0.195ha)
- 1 no cricket pitch and wickets (1.32ha)

c) The building shall be connected to foul and surface water drainage and electricity and water supplies gravelled parking for 25 cars shall be provided.

The Accommodation Schedule for the small pavilion with clubroom shall be agreed by the Director of Community Services or his duly appointed agent (agreement not to be unreasonably withheld or delayed)

It is hereby agreed and declared that once Crest's expenditure on the laying out of the works buildings and facilities on Lot 4 reaches the Lot 4 Budget Limit then the provisions of Clause 10.1 of this Deed and this Annex 5 shall be deemed satisfied and Crest shall be under no obligation to construct or carry out any further works buildings and facilities on Lot 4

Under spend

When all of the works and facilities have been completed if the actual costs of the works as assessed and demonstrated by open book arrangement are below the Lot 4 Budget Limit then Crest shall pay the Council the difference between the Lot 4 Budget Limit and the amount spent (the Surplus)

It is hereby agreed between the parties that any Surplus may be applied by the Council towards the laying out and/or improvement of formal open air sports facilities on or within 5 kilometres of the Site (including for the avoidance of doubt any related pavilion parking showering or changing facilities relating to such facilities and or any dual use facilities within schools and educational establishments and/or the extension improvement completion or upgrading of any existing recreational buildings works or facilities to the laying out of new or improved sports pitches at North Road or additional facilities on Lot 4)