

DATED *14* SEPTEMBER 2007

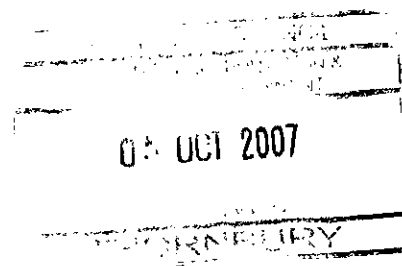
SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL
and
JOHN GWYNNE GRENFELL AND STEPHEN FRANCIS LAURIE SMAILES
and
SYLVIA MAUREEN TANNER AND SIMON RICHARD OWEN
and
JAMES NEIL HAYWARD COUNSELL
and
MELVYN STANLEY DYER AND SARA ROSALINE MAYSIE DYER
and
**JAMES NEIL HAYWARD COUNSELL, KATE JUDITH ACKERMAN, THOMAS ROBERT
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

AGREEMENT

under Section 106 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

Angela Harwood
Head of Legal & Democratic Services
The Council Offices
Castle Street
Thornbury
Bristol BS35 1HF

Reference L4/AH/ADEN/PT.3236



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PLANS

- Number 1 – Phasing Plan
- Number 2 - Ownership Plan
- Number 3 - School Site Plan

DRAWINGS

- Highways drawings
- 118117 - 00 CP-002 Issue 2
- 118117 - 00 CP-001 Issue 3
- 118117 - 00 CP-003 Issue 5
- 118117 - 00 CP-010 Issue 5

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THIS AGREEMENT is made the 14 day of September two thousand and seven

BETWEEN SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL of The Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF ("the Council") of the first part and JOHN GWYNNE GRENFELL AND STEPHEN FRANCIS LAURIE SMAILES of 51 Victoria Street, Bristol, BS1 6AD of the second part and SYLVIA MAUREEN TANNER of Thornlands, Staplecross, Hockworth, Wellington, Somerset, TA21 0NJ and SIMON RICHARD OWEN of Narrow Quay House, Narrow Quay, Bristol, BS1 4AH of the third part and JAMES NEIL HAYWARD COUNSELL of 30 Adderley Gate, Emersons Green, South Gloucestershire, BS16 7EA of the fourth part and MELVYN STANLEY DYER AND SARA ROSALINE MAYSIE DYER of Faber Farm, 179 Old Gloucester Road, Hambrook, Gloucestershire BS16 1RQ of the fifth part and JAMES NEIL HAYWARD COUNSELL of 30 Adderley Gate, Emersons Green, South Gloucestershire, BS16 7EA KATE JUDITH ACKERMAN of Shepherd, The Street, Alveston, South Gloucestershire, THOMAS ROBERT CLOTHIER of 74 Ryecroft Road, Frampton Cotterell, Bristol BS36 2HN and SARAH ROSEMARY SHEARS of 9 Marsh Close, Winterbourne, South Gloucestershire, Frampton, Cotterell, Bristol, BS36 2HN of the sixth part (the second to sixth parties together hereinafter being collectively referred to as "the Owners") and CREST NICHOLSON PROPERTIES LIMITED whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the seventh part and CREST NICHOLSON OPERATIONS LIMITED (formerly Pearce Developments Limited) whose register office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the eighth part and CREST NICHOLSON (SOUTH WEST) LIMITED whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the ninth part and MUBEN INVESTMENTS LIMITED whose registered office is at PO Box 671 Regency Court Gategny Esplanade St Peter Port Guernsey GY1 3ST of the tenth part CREST STRATEGIC PROJECTS LIMITED whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the eleventh (the seventh to tenth parties together hereinafter being collectively referred to as "the Developers")

INTERPRETATION

In this Agreement unless the context indicates otherwise

1. Save as otherwise provided any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title and in the case of any local authority shall also include any successor in function
2. Subject to the provisions of Sub-Clause 4.1.6 in respect of covenants restrictions and obligations relating to buildings works and facilities on and transfer of areas of land within the Application Land any covenants obligations or other commitments given by more than one party shall be joint and several
3. Where any party to this Agreement is not a body corporate then neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers

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THORN BURY

4. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
5. If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality or enforceability of the remaining provisions hereof shall not in any way be deemed to be affected or impaired
6. The headings throughout this agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement
7. Where any of the named parties to this Agreement dispose of all or any part of the Application Land to another party to this Agreement then the acquiring party shall be deemed by its execution of this Agreement to accept and acknowledge that in respect of the land so acquired it is bound by the terms of this Agreement
8. Where any word or phrase is defined in any part of this Agreement (whether in the following section of this Agreement in any of the Schedules of this Agreement or otherwise) that word or phrase shall have the same meaning wherever it appears in this Agreement (whether before or after the term is first defined)
9. Without prejudice to paragraph 2 of this Interpretation Section the Developers' covenants and obligations in this Agreement relate to their respective interests in the Application Land as stated in Annex 10
10. Without prejudice to paragraph 2 of this Interpretation Section the Owners' covenants and obligations contained in this Agreement relate to their respective interests in the Application Land as stated in Annex 10
11. The restrictions upon the disposal use and/or Occupation of an individual Social Rented Affordable Housing Unit or Shared Ownership Unit shall cease and shall not apply upon or to any of the following or persons deriving title through or under any such persons or their successors in title and assigns or their mortgagees:
 - a. a shared ownership lessee exercising a right to staircase up to 100% of the freehold or leasehold interest (including a sub-lease) in an Affordable Shared Ownership Unit;
 - b. the exercise by any person of any statutory right to acquire 100% of the freehold or leasehold (including a sub-lease) interest in or right of enfranchisement of the Social Rented Affordable Housing Unit;

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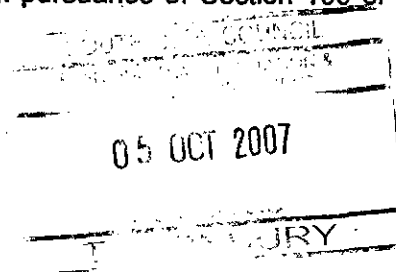
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- c. The terms of this Agreement shall not be binding upon a mortgagee or chargee holding a legal charge on the Application Land nor any receiver appointed by such mortgagee or chargee or any purchaser therefrom and such mortgagee chargee or receiver may deal with or dispose of the Application Land free from the terms of this Agreement
12. The obligations contained in Schedules 1 to 9 of this Agreement shall not apply to or be enforceable against any Affordable Housing Provider or their mortgagees or chargees with a legal interest in the Affordable Dwellings or the purchasers tenants or occupiers thereof or the mortgagees of any such persons and their respective successors in title and assigns.

DEFINITIONS

The words and expressions below shall mean as follows:

- 1.1. The "Act" shall mean the Town and Country Planning Act 1990 and that and any other reference to the Act shall include any amending or replacing legislation for the time being in force
- 1.2. "1985 Act" means the Housing Associations Act 1985
- 1.3. "1996 Act" means the Housing Act 1996
- 1.4. "Actual Market Value" means the market value of an Affordable Dwelling assessed in accordance with the provisions of the Housing Corporation's Shared Ownership Lease schedule 5 attached in Annex 19 in a Staircasing Event
- 1.5. "Additional Affordable Housing" means any new, replacement or additional Affordable Housing provided within the Council area in a scheme that shall first have been agreed in writing (unless the Affordable Housing Provider is an Approved RSL in which case a scheme shall need only be the subject of consultation with the Director of Community Care and Housing) with the Director of Community Care and Housing (such agreement not be unreasonably withheld or delayed) to meet any identified housing need at the time of the provision which for the avoidance of doubt excludes any Affordable Housing provided pursuant to paragraph 1.1 to 1.6 Schedule 10 of this Agreement or any other Affordable Housing brought forward as part of the Council's prevailing adopted development plan Affordable Housing requirement in pursuance of Section 106 of the 1990 Planning Act



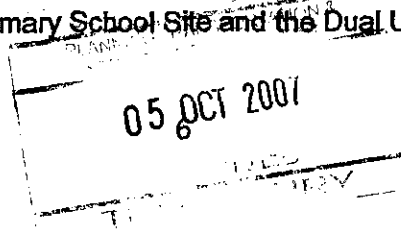
- 1.6. "Affordable Dwelling" means an individual unit of Affordable Housing identified as such in accordance with Schedule 10
- 1.7. "Affordable Housing" means affordable housing as described and defined in Annex B of Planning Policy Statement 3: Housing (2006) dated November 2006 and/or in Annex B of the document entitled: "Delivering Affordable Housing" dated November 2006 consisting of social rented housing and intermediate housing of any of the types so referred to in those documents
- 1.8. "Affordable Housing Contract" means: a binding contract with a Affordable Housing Provider for the sale or an agreement for lease of the relevant part of the Affordable Housing Land; or a contract for sale or agreement for lease for the sale or long lease (here meaning a lease of no less than 99 years) of completed Affordable Dwellings; or a binding contract for sale or agreement for lease combining the sale or long lease of the relevant part of the Affordable Housing Land with a contract for the construction of the Affordable Dwellings on that land which contract for sale or agreement for lease in each such case includes:-
- (a) terms requiring the Affordable Housing Provider and Affordable Housing Manager to offer Nomination Rights to the Council in relation to the Social Rented Affordable Housing Units and the HomeBuy Zone Agents in respect of the Shared Ownership Units;
 - (b) full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of Affordable Housing Land subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption;
 - (c) full and free rights for the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Land subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption; and
 - (d) such other commercial terms and conditions as may be reasonably required by the relevant owner and/or Crest and/or Muben and/or the Affordable Housing Provider and Affordable Housing Manager;
- 1.9. "Affordable Housing Distribution Plan" shall mean the plan submitted to and approved in writing by the Council which shall comply with the requirements set down in Schedule 10

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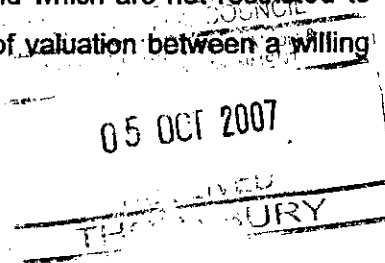
- 1.10. "Affordable Housing Land" means the land on which the Affordable Dwellings identified as such under Schedule 10 are proposed to be constructed;
- 1.11. "Affordable Housing Manager" means an affordable housing management organisation accredited for such purposes via the Housing Management Accreditation Scheme dated March 2006 (or subsequent scheme) by the Housing Corporation
- 1.12. "Affordable Housing Provider" means:-
- (a) a housing association as defined in the Housing Associations Act 1985; or
 - (b) a social landlord as defined in Section 2 of the Housing Act 1996; or
 - (c) an accredited partner of the Housing Corporation for the provision of Affordable Housing;
- 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
- 1.13. The "Application Land" shall mean the land situate at Harry Stoke Stoke Gifford in South Gloucestershire shown edged red on the Ownership Plan in respect of which the Planning Application has been made
- 1.14. "Approved RSL" means any registered social landlord as defined in Section 2 of the Housing Act 1996 which at the date of exchange of contracts to acquire the Affordable Housing Land is on the Council's approved list which may be obtained from the Director of Community Care and Housing - The Current List being that contained as Annex 20 which may be replaced by the Council from time to time in any updated approved list
- 1.15. "Category 1 Open Space" shall mean category 1 open space as described in paragraph 10.66 of the South Gloucestershire District Plan adopted in 2006
- 1.16. "Cluster" shall mean a group of Affordable Dwellings which do not have contiguous boundaries with another group of Affordable Dwellings the distribution of which Clusters within Phases are to be identified on the Affordable Housing Distribution Plan.
- 1.17. "Commencement of Development" and all cognate expressions shall mean the carrying out on the Application Land of any material operation pursuant to the Planning Permission where "material operation" has the meaning ascribed to it by Section 56(4)(a) to (d) of the Act PROVIDED THAT for the purpose of determining whether or not such a material operation has been carried out there shall be disregarded any works of demolition site clearance site inspection site surveys testing sampling soil

investigations landscaping arboriculture lopping topping felling or other tree works or woodland management archaeological works the erection of fencing or hoardings Infrastructure site clearance trial holes pegging out security works or any works outside the Application Land

- 1.18. "Contracting Purchasers" shall mean Crest Nicholson (South West) Limited in respect of Parcel 2 on the Ownership Plan
- 1.19. "Council's s106 Co-Ordination Officer" means the Council's s106 Co-Ordination Officer for the time being or his duly appointed agent
- 1.20. "Crest" shall mean any of Crest Nicholson Properties Limited, Crest Nicholson Operations Limited and Crest Nicholson (South West) Limited or Crest Strategic Projects Limited
- 1.21. "Developers" shall mean the seventh to tenth parties in their capacity as freehold or leasehold owners of their respective Parcels described in Annex 10 and any reference to the word Developer or Developers shall mean the relevant one of them
- 1.22. "Development" shall mean the development of the Application Land pursuant to the Planning Permission
- 1.23. The "Director" shall mean the Council's Director of Planning Transportation and Strategic Environment for the time being or his duly appointed agent
- 1.24. The "Director of Community Services" shall mean the Council's Director of Community Services for the time being or his duly appointed agent
- 1.25. The "Director for Children and Young People" shall mean the Council's Director for Children and Young People for the time being or his duly appointed agent
- 1.26. The "Director of Community Care and Housing" shall mean the Council's Director of Community Care and Housing for the time being or his duly appointed agent
- 1.27. "Dual Use Facilities" means any Category 1 Open Space sports provision and associated ancillary facilities including adult changing showering and toilet facilities
- 1.28. "Dual Use Land" means an area or areas of land adjoining the Primary School Site being 0.5 hectares in extent - the addition of which to the Primary School Site is designed to enable the construction of Dual Use Facilities as part of the Primary School grounds such land being generally level with no abrupt changes in levels between the original 1.51 hectares Primary School Site and the Dual Use Land



- 1.29. "Dwelling" shall mean any unit of self-contained residential accommodation constructed pursuant to the Planning Permission
- 1.30. "HomeBuy Zone Agents" means a body appointed or approved by the Housing Corporation to act as agents for the allocation of affordable dwellings disposed of by way of intermediate tenure (including Shared Ownership Units);
- 1.31. "Housing Corporation" shall include any successor body in substitution for the Housing Corporation
- 1.32. "Index" shall mean RPI BCIS or Tudorseed as appropriate
- 1.33. "Infrastructure" means all sewerage plant machinery apparatus and equipment and sewerage works drains rising mains and associated manholes mains inspection chambers headwalls public utilities bridges (including any railway and/or river crossings) tunnels and underpasses culverts lagoons balancing ponds flood storage areas pumping stations or pumping apparatus flood plains sound barriers noise attenuation works screens or bunds strategic planting and landscaping open space and other main amenities and accommodation works and all other works services and service media apparatus and equipment that may be required pursuant to this Agreement or pursuant to any other planning or infrastructure agreement or otherwise needed in order to commence construct complete sell use and occupy the Development and/or to market and sell all or any of any of the Dwellings comprised in the Development or any variation amendment or substitution thereof or any Reserved Matters Approvals pursuant thereto together with and including (for the avoidance of doubt) sewers and drains, gas and water mains, estate telephone, television telecommunications and electricity cables services pipes wires cables fibres conduits mains and any other service and conducting media
- 1.34. "Locality" shall mean the area within five kilometres of any part of the Application Land
- 1.35. "Market Dwelling" means any dwelling other than an Affordable Dwelling
- 1.36. "Market Value" means (in relation to the initial calculation of the Subsidy only) the market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the relevant Affordable Housing Provider (such value being calculated in accordance with the RICS Appraisal and Valuation Standards (5th Edition)) and being the estimated amount for which in the absence of this Agreement residential units of equivalent location specification size state of repair and condition and which are not restricted to use as affordable housing should exchange on the date of valuation between a willing



buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion and on the following assumptions:-

- (a) no discount is to be allowed for bulk sales or on the basis that more than one property is being sold to the same purchaser;
- (b) it is sold with vacant possession and with good and marketable title;
- (c) the title is free from encumbrances;
- (d) the valuation is for the unrestricted freehold *or as appropriate leasehold (of an initial minimum 99 year term)* with vacant possession which, for the avoidance of doubt, ignores any use as Affordable Housing;
- (e) that the property is newly built, decorated, full 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;

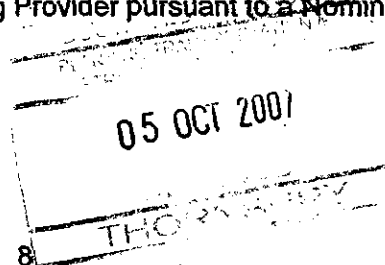
1.37. "Muben" shall mean Muben Investments Limited

1.38. "New Build HomeBuy means the Government initiative known as "New Build HomeBuy" as set out in the document entitled "Delivering Affordable Housing" dated November 2006

1.39. "Nominations Agreement" means a nominations agreement in favour of the Council and that will be substantially in the form annexed in Annex 18 in respect of Social Rented Affordable Housing Units

1.40. "Nomination Rights" means;

- (a) in respect of Social Rented Affordable Housing Units for the District Council the opportunity to refer potential occupiers of the Social Rented Affordable Housing Units to the Affordable Housing Provider pursuant to a Nominations Agreement;









(b) in respect of Shared Ownership Units for the HomeBuy Zone Agents the opportunity to refer potential occupiers of the Shared Ownership Units to the Affordable Housing Provider;

- 1.41. "Nursery School Site" means a site of 0.12 hectares located either adjoining or in reasonably close proximity to the Local Centre as defined in Schedule 9
- 1.42. "Nursery Facility" shall mean a 30 full-time place nursery for three and four year olds that meets OfSTED requirements
- 1.43. "Nursery Site Transfer" shall mean a transfer substantially in the form contained in Annex 7
- 1.44. "Occupation" means first residential occupation save for the purpose of fitting out or marketing and the expressions "Occupy" and "Occupied" shall be construed accordingly;
- 1.45. "Off Site Election Notice" shall mean a notice in writing served on the Owners and the Developers by the Council within five years of the date of Commencement of Development (time being of the essence) certifying that the Council will use the Off Site Education Contributions payable under Schedule 1 for the provision of additional class rooms (other than temporary class rooms) at a specified existing maintained primary school or schools in the Locality
- 1.46. "On Costs" means any costs incurred by an Affordable Housing Provider and Affordable Housing Manager in relation to any transaction regarding Staircasing Receipts as described in Sub-Paragraph 2.5 of Schedule 5 of the Housing Corporation Shared Ownership Lease appended in Annex 19 which are not to be reimbursed by any other person
- 1.47. "On Site Election Notice" shall mean a notice in writing served on the Owners the Developers and Crest by the Council within five years of the date of Commencement of Development (time being of the essence) certifying that all necessary statutory regulatory or other consents and other approvals and authorisations for the construction and opening of a new 1.5 form entry or larger maintained primary school on the Primary School Site shall have been granted and that the Council will use the On Site Education Contribution payable under Schedule 1 for the provision of a new 1.5 form entry or larger maintained primary school on the Primary School Site
- 1.48. "Open Space Option(s)" means an option substantially in the form of that contained in Annex 17

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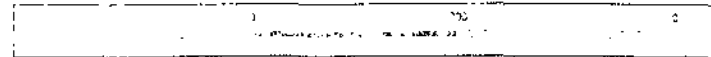
- 1.49. "Option Holders" shall mean Muben Investments Limited in respect of Parcel 1, Crest Nicholson Properties Limited in respect of Parcels 4 and 7, and Crest Nicholson Operations Limited, Crest Strategic Projects Limited and Crest Nicholson (South West) Limited in respect of Parcel 5
- 1.50. "Owners" means the second to sixth parties in their capacity as owners of their respective Parcels described in Annex 10 and any reference to the word Owner or Owner's shall mean the relevant one of them
- 1.51. "Ownership Plan" shall mean the plan annexed marked "Harry Stoke Land Control"
- 1.52. "Parcel" shall mean any of the 9 parcels of land as identified on the Ownership Plan and Annex 10
- 1.53. "Planning Application" shall mean the application made to the Council (reference number PT06/1001/O) for planning permission to develop the Application Land by residential development on 39.46 hectares of land with infrastructure public open spaces and ancillary facilities and if requested by the Developers shall include any application relating to the Application Land which in the reasonable opinion as confirmed in writing of the Director is substantially similar to or substantially consistent with the Planning Application
- 1.54. "Planning Permission" shall mean the permission which may be granted on appeal by the Secretary of State for Communities and Local Government pursuant to the Planning Application
- 1.55. "Phase" means one of the eight parcels of land identified on the Phasing Plan or as may be designated by the Owners and/or Developers from time to time by reference to an appropriate scale plan submitted to the Council for its approval (such approval not to be unreasonably withheld or delayed)
- 1.56. "Phasing Plan" shall mean the plan shown on page 45 of the Harry Stoke Design Guide (December 2006) (copy annexed) or as may be amended from time to time by the Owners and/or Developers submitted to the Council for its approval (such approval not to be unreasonably withheld or delayed).
- 1.57. "RPI" means the General Index of Retail Prices compiled and published by the Office of National Statistics or any other such index that substitutes the General Index of Retail Prices for the avoidance of doubt which shall be used as the baseline index for each annual change where relevant

HARRY STOKE LAND CONTROL

-  Trustees of Brimble Estate
Muben Investment Ltd (Muben have 999yr lease & option over freehold reversion)
-  Trustees of Golledge Estate
-  Crest Nicholson
-  Mr Counsell (Crest Option)
-  Dyer (Crest Option)
- SCG Highways
- Crest Operations (formerly Pearce Developments)
- Mr Counsell et al
(In ransom strip with Crest Option)
-  Planning Application Boundary



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for **WALBROOK DIRECTORS (NOI) LIMITED**

Project: Harry Stoke
 Client: Plan for Inquiry: Land Control
 Client: Crest Nicholson
 Job no: ACC4763 Orig no: 213 rev: 0
 drawn: LA date: July 2007 scale: 1:2500

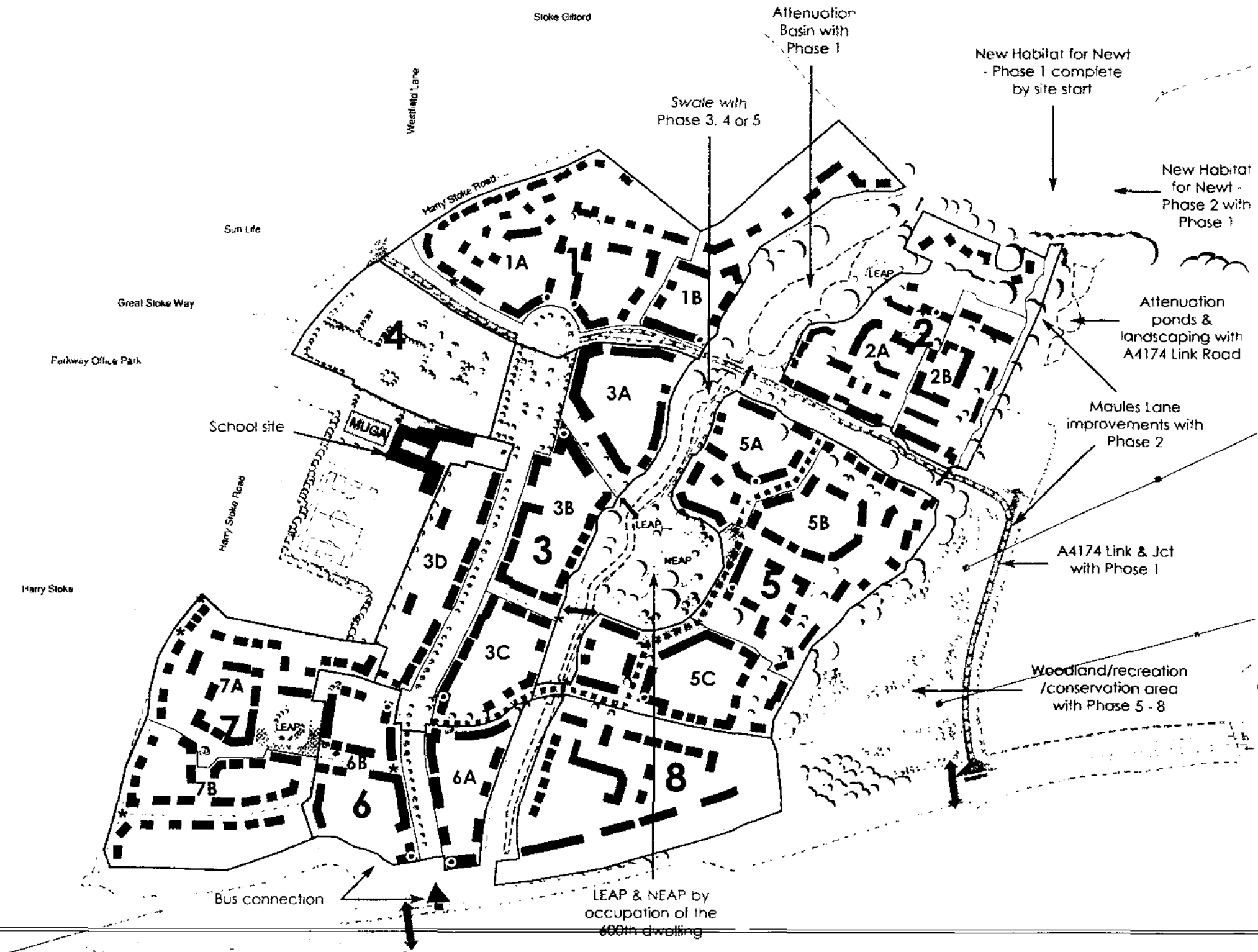
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155 Aztec West, Almondsbury, Glos. BS32 4UB
 Tel: 01454 83000 Fax: 01454 83029 Email: info@rps.co.uk

RPS

Phasing Plan

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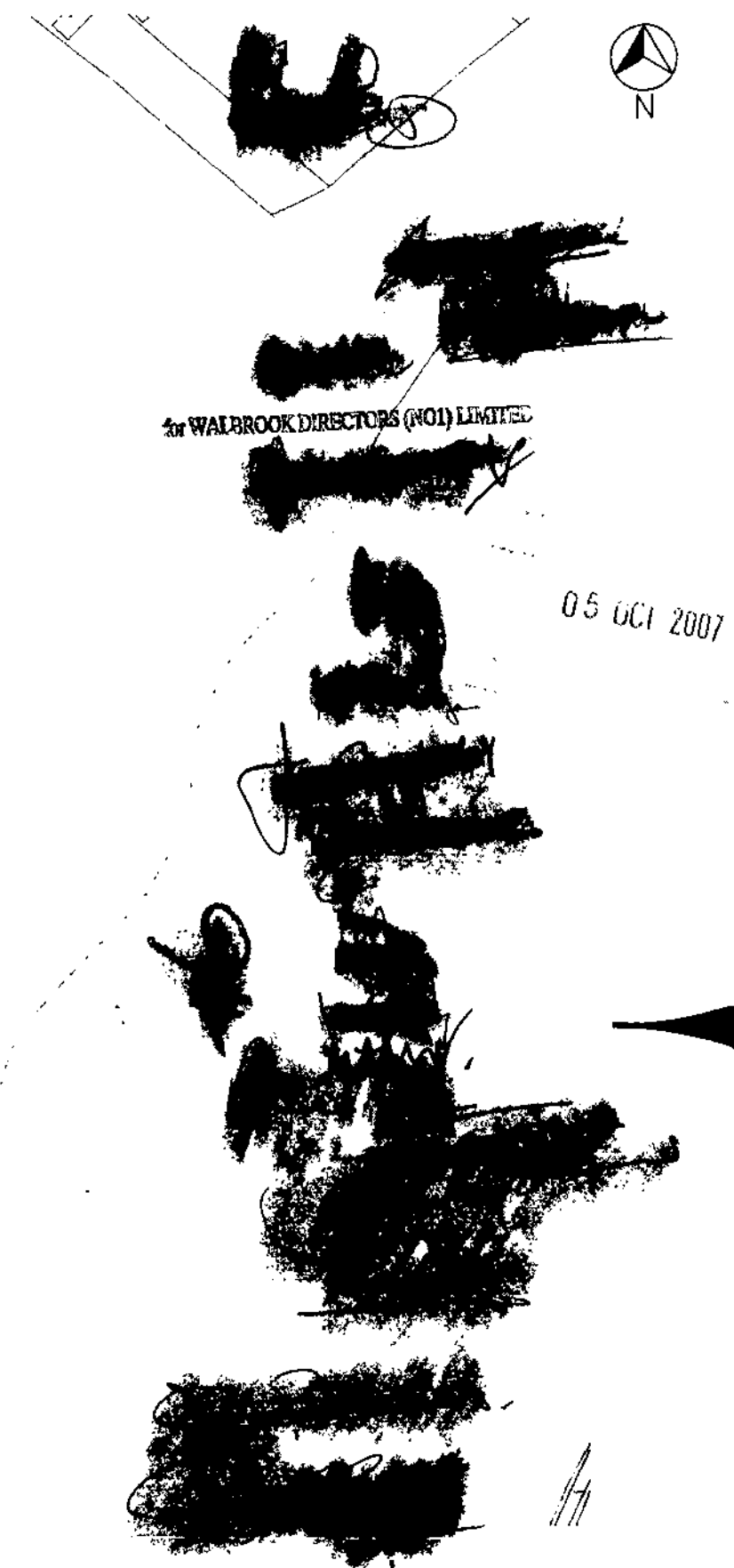
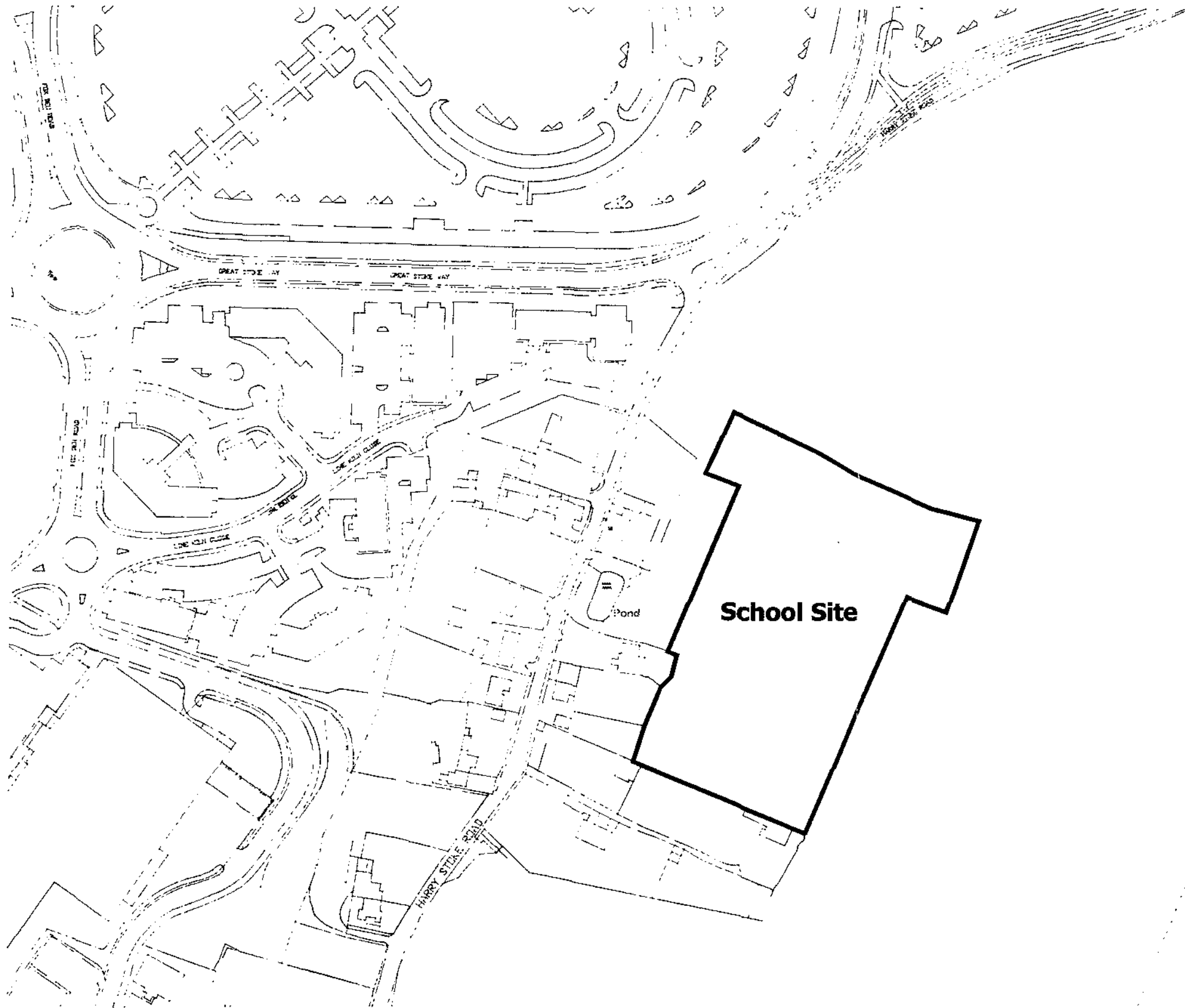


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for WALBROOK DIRECTORS (NO1) LIMITED

Figure 9.1 - Phasing Plan

HARRY STOKE - School Site Plan



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project: Harry Stoke
 title: School Site Plan
 client: Crest Nicholson
 job no: ACD4763 drg no: 219 rev:
 drawn: LA date: August 2007 scale: 1:2000 @A3

155 Aztec West, Almondsbury, Bristol, BS32 4UR
 Tel: 01454 865000 Fax: 01454 868200 Email: rps@rps.co.uk



- 1.58. "Relevant Property" shall mean the Primary School Site the Nursery School Site the Reserved Community Building Land or any part of the Open Spaces the subject of an Open Space transfer to the Council as appropriate
- 1.59. "Rental Agreement" means a rental tenancy or letting agreement under which the rental payments are in accordance with the Target Rents and the relevant Social Rented Affordable Housing Unit is to be let on an assured tenancy
- 1.60. "Reserved Matters Approvals" shall mean the grant of approval of any matters referred to in the Planning Permission as matters being reserved for subsequent approval as defined in Section 92 of the Act
- 1.61. "Reserved Matters Submissions" shall mean the submission for approval of any matters referred to in the Planning Permission as matters being reserved for subsequent approval as defined in Section 92 of the Act
- 1.62. "Reserved Matters Approvals" shall mean the grant of approval of any matters referred to in the Planning Permission as matters being reserved for subsequent approval as defined in Section 92 of the Act
- 1.63. "School Site Plan" shall mean the plan annexed marked "School Site Plan"
- 1.64. "Services" shall mean the supply of water electricity gas and the disposal of foul and surface water (including drainage of any category 1 sports provision (as that term is defined in policy LC8 of the South Gloucestershire Local Plan adopted 2006))
- 1.65. "Service Media" shall mean all pipes sewers mains ducts conduits gutters watercourses wires cables channels flues and any other apparatus
- 1.66. "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 40% 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 Housing Corporation model form of shared ownership lease extracts of which are attached as Annex 19 to this Agreement)

- 1.67. "Shared Ownership Unit(s)" means an Affordable Dwelling(s) which are identified as such in accordance with Schedule 10 and which are intended to be disposed of by way of Shared Ownership Lease (including New Build HomeBuy) to persons unable to afford to meet their housing needs in the open market
- 1.68. "Social Rented Affordable Housing Unit" shall mean an Affordable Dwelling identified as such in accordance with Schedule 10 and which is to be reserved and set aside for initial and future letting on an assured tenancy at Target Rents to people in housing need who cannot afford to meet their needs in the open market
- 1.69. "Staircasing Event" means any occasion on which a shared ownership lessee acquires additional equity in a Dwelling pursuant to a Shared Ownership Lease
- 1.70. "Staircasing Receipts" means payments made to the Affordable Housing Provider (less On Costs) by a shared ownership lessee for the acquisition of additional equity in a Dwelling pursuant to a Shared Ownership Lease
- 1.71. "Sub-Phase" means any discreet parcel of land forming part of a Phase identified as such by the Owners or Developers from time to time by reference to a Phasing Plan submitted to the Council from time to time and which contains one or more Clusters of Affordable Housing
- 1.72. "Subsidy" means the amount expressed in pounds of the difference between;
- a) the price (including land) attributable to the disposal of Affordable Dwelling to an Affordable Housing Provider (being for the avoidance of doubt the price to be received from the Affordable Housing Provider pursuant to an Affordable Housing Contract by an Owner or Developer pursuant to an Affordable Housing Contract in respect of the disposal of that Dwelling being the price (including land) as agreed between the Owner or Developer as at the date of exchange of contracts of the Affordable Housing Contract and notified to the Council in writing) and the relevant Affordable Housing Provider; and
 - b) the Market Value attributable to that Affordable Dwelling (including land) as at the date of exchange of contracts for the sale and purchase of that Affordable Dwelling to an Affordable Housing Provider as agreed between the relevant owner and the relevant Affordable Housing Provider pursuant to an Affordable Housing Contract to whom the Affordable Dwelling is to be disposed assuming it to have been completed and ready for residential occupation as at that date and notified to the Council in writing (such Market Valuation to have

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been certified by a Valuer approved by Crest and Muben - whose approval shall not be unreasonably withheld or delayed)

1.73. "Target Rents" means either:

- (i) Housing Corporation target rents system as set out in the three Year Review of Rent Restructuring dated July 2004 or
- (ii) such other measure of rental affordability as may be submitted by the Owners or Developers and approved by the Council that retains the affordable housing at affordable prices or
- (iii) if Housing Corporation target rent shall cease to operate or shall not have been revised in the year of the date of grant of any such assured tenancy then the last published Target Rent shall be index linked to the increase (if any) in RPI plus 0.5% shall apply instead.

1.74. "Undertaking" means the planning obligation of even date being a unilateral planning obligation given by JOHN GWYNNE AND STEPHEN FRANCIS LAURIE SMAILES of Bridge House, 48-52 Baldwin Street, Bristol, BS1 1QD of the first part and SYLVIA MAUREEN TANNER of Thornlands, Staplecross, Hockworth, Wellington, Somerset, TA21 0NJ and SIMON RICHARD OWEN of Narrow Quay House, Narrow Quay, Bristol, BS1 4AH of the second part and JAMES NEIL HAYWARD COUNSELL of 30 Adderley Gate, Emersons Green, South Gloucestershire, BS16 7EA of the third part and MELVYN STANLEY DYER AND SARA ROSALINE MAYSIE DYER of Faber Farm, 179 Old Gloucester Road, Hambrook, Gloucestershire BS16 1RQ of the fourth part and JAMES NEIL HAYWARD COUNSELL 30 Adderley Gate, Emersons Green, South Gloucestershire, BS16 7EA KATE JUDITH ACKERMAN of Shepherd, The Street, Alveston, South Gloucestershire, THOMAS ROBERT CLOTHIER of 74 Rycroft Road, Frampton Cotterell, Bristol BS36 2HN and SARAH ROSEMARY SHEARS of 9 Marsh Close, Winterbourne, South Gloucestershire, Frampton, Cotterell, Bristol, BS36 2HN of the fifth part and CREST NICHOLSON PROPERTIES LIMITED whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the sixth part and 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 CREST NICHOLSON (SOUTH WEST) LIMITED whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey, KT16 9GN of the eighth part and CREST STRATEGIC PROJECTS LIMITED of the ninth part and MUBEN INVESTMENTS LIMITED whose registered office is at PO Box 671 Regency Court Glatigny Esplanade St Peter Port Guernsey GY1 3ST of the tenth part in favour of the Council

1.75. "Valuer" shall mean a Member or Fellow or the Royal Institution of Chartered Surveyors being a chartered valuation surveyor of at least 10 years post qualification experience.

and appointed by the Affordable Housing Provider and acting in an independent capacity

PRELIMINARY:-

- (1) The Owners the Developers the Option Holders and the Contracting Purchasers have the interests in the Application Land as stated in Annex 10
- (2) The Council is the local planning authority for the area in which the Application Land is situated and wishes to ensure that if Planning Permission is granted and the development is commenced:
 - (i) the local highway network is constructed and improved to accommodate the additional traffic likely to be generated by the Development and/or ensure that highway safety is maintained on the local highway network
 - (ii) adequate arrangements are made for the provision of landscaping and subsequent maintenance of the Open Spaces and adequate arrangements are made for the dedication of the Open Spaces to ensure that sufficient land to serve the Development is available for open space and recreational purposes
 - (iii) that a contribution is made towards publicly accessible art in order to promote the commissioning of the work of local arts and crafts people
 - (iv) appropriate measures are implemented in order to promote residents' use of an alternative means of transport to the private car for work related journeys
 - (v) that a financial contribution is made towards highway improvements to be carried out by the Council and which are necessitated by the Development
 - (vi) that a financial contribution is made to provide the additional educational facilities necessitated by the Development
 - (vii) that a financial contribution is made to enable improvements to be carried out by the Council to off site public open space
 - (viii) that a financial contribution is made to the local library
 - (ix) that a financial contribution is made to improvements to public transport
 - (x) that a Nursery Facility is provided

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- (xi) that the additional educational and community facilities necessitated by the Development are provided
- (xii) that a financial contribution is made towards the cost of sewer baiting within the Development
- (xiii) that a financial contribution is made towards the appointment of a part-time Community Development Worker
- (xiv) that a contribution is made towards public rights of way
- (xv) provision is made for the delivery of affordable housing
- (xvi) provision is made for the delivery of a local centre

NOW THIS DEED WITNESSES as follows:

1 STATUTORY POWERS

THIS Agreement will be registered as a Local Land Charge and is entered into pursuant to Section 106 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

2 ENFORCEMENT

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

3 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

4 SUBSTANTIVE COVENANTS

4.1 THE Owners and Developers for and on behalf of themselves and their heirs assigns and successors in title (which for the avoidance of doubt shall include the Option Holders and the Contracting Purchasers) with the intention that the following provisions shall bind their

respective interests in the Application Land and every part of it into whosoever's hands it may come covenant with the Council that they will comply with the covenants contained in the Schedules annexed to this Agreement PROVIDED ALWAYS THAT:

- 4.1.1 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement
- 4.1.2 In so far as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 4.1.3 This Agreement shall cease to have effect (in so far only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires as a result of failure to commence the Development prior to the period allowed for in the Planning Permission and any payments previously paid to the Council which have not been spent on or are not subject to contractual obligations to spend them for their intended purposes (other than the fees referred to in clause 13) shall be repaid to the persons from whom they shall have been received
- 4.1.4 Subject to Sub-Clauses 6.5 to 6.9 no person shall be liable for any breach or non performance of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in that part of the Application Land to which the breach or non-performance relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 4.1.5 This Agreement shall not be enforceable against the owners occupiers or tenants of individual Dwellings constructed pursuant to the Planning Permission (or the mortgagees of any such persons) or against those deriving title through or under them or the respective successors in title or assigns of any such persons SAVE IN SO FAR AS the Council may act to restrict any prospective first residential occupation of a Dwelling (other than an Affordable Dwelling or a Dwelling in respect of which contracts shall have been exchanged) where a covenant or obligation is expressed as a restriction on occupation of any Dwelling until an event shall have occurred (such as: paragraph 2.4 of Part 2 of Schedule 5 which states "no more than 500 Dwellings shall be occupied before the Owner shall have completed the construction of any fitting out of the Community Building ...")

- 4.1.6 Any covenants or obligations relating to areas of land within the Application Land shall only be enforceable against persons with an interest in that part of the Application Land (so that by way of example any obligation relating to the laying out of an area of Open Space or to the construction of works buildings and facilities on any part of the Application Land shall only be enforceable against persons with an interest in that part of the Application Land)
- 4.1.7 John Gwynne Grenfell and Stephen Francis Laurie Smailes contract solely as the Trustees of the land shown as Parcel 1 on the Ownership Plan and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising and no claim which may be made arising directly or indirectly from this Agreement will lie against the said John Gwynne Grenfell and Stephen Francis Lauries Smailes personally
- 4.1.8 Sylvia Maureen Tanner and Simon Richard Owen contract solely as the Trustees of the land shown as Parcel 2 on the Ownership Plan and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising and no claim which may be made arising directly or indirectly from this Agreement will lie against the said Sylvia Maureen Tanner and Simon Richard Owen personally

5 RIGHT OF ENTRY

The Owners and Developers irrevocably authorise the Council each other and anyone appointed on their behalf (on giving reasonable notice except in the case of an emergency) to enter any part of the Application Land reasonably required for that purpose in accordance with Section 106(6) of the Act to remedy any breach of this Agreement and to carry out any of the works required under the terms of this Agreement and the Owners and Developers and the Council hereby grant to each other for the benefit of their respective parts of the Application Land the right to enter upon any part of the Application Land to carry out any works pursuant to or required to release any restriction on development AND (save as expressly precluded) to lay remove maintain divert enlarge connect to and use Services and Service Media in on under across or over any such land PROVIDED ALWAYS THAT nothing in this Agreement shall entitle the Council to enter any Dwelling or its curtilage following its first residential Occupation

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6 CHANGE OF OWNERSHIP

Notice of Changes

6.1 Until such time as the provisions of this Agreement have been fully complied with, each Owner and Developer will (save as provided in Clause 6.2) in relation to any freehold or leasehold transfer of all or any part of their respective interests in the Application Land deliver to the Council (by Royal Mail Recorded Signed For service) notice in writing of the transfer including the following information, namely:-

- 6.1.1 the name and address of the transferee, and
- 6.1.2 a description of the land subject of the transfer, including a plan, and
- 6.1.3 the nature of the interest subject to the transfer

6.2 Subject to Clause 6.3 the obligation under Clause 6.1 shall not apply to the following:

- 6.2.1 disposals of individual Dwellings to individual purchasers tenants or occupiers or their mortgagees;
- 6.2.2 disposals or dedications of land to the Council
- 6.2.3 individual purchasers tenants or occupiers of individual Dwellings and their mortgagees who shall be under no obligation to disclose details of disposals to the Council
- 6.2.4 disposals or dedications to any utility company public body local authority planning or highway authority or service provider
- 6.2.5 the grant of rights and easements
- 6.2.6 any details protected by the Data Protection Act 1998 and 2003 or any legislation preventing disclosure of such information

6.3 The Council may where it is proposing to take enforcement action in connection with this Agreement in addition require details specified in clauses 6.2.4 and 6.2.5

6.4 Where notice pursuant to clause 6.1 has been given and subsequently it is identified that the details provided require change (whether due to error or to a change in the terms of the transfer or otherwise) the Owner or Developer (as the case may be) shall serve a further notice in accordance with clause 6.1 save that in the case of a non material change the Council may in writing and in its absolute discretion waive the need for such further notice.

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Release under Clause 4.1.4

6.5 Where a Developer transfers an interest in the Application Land (other than those referred to in clause 6.2) it shall not be released from its respective obligations relating to that part of the Application Land pursuant to Sub-Clause 4.1.4 until:-

6.5.1 it has complied with Clause 6.1 and

6.5.2 it has remedied any breach of this Agreement relating to that part of the Application Land of which it has received prior written notice from the Council .

6.6 For the purpose of sub clause 6.5.2 the Developer shall be treated as having prior notice of a breach if :-

6.6.1 the Developer has already received written notice of a breach from the Council ,
or

6.6.2 the Developer having given the Council at least 10 weeks notice (containing the information referred to in Sub-Clause 6.1.1 (where known), 6.1.2 and 6.1.3) of a proposed transfer (receives from the Council notice in writing identifying a breach within a period of 10 weeks from the date of service of the said notice (time being of the essence) PROVIDED THAT any notice served under this Sub-Clause 6.6.2 shall be served by Royal Mail Recorded Signed For service

6.7 Where a Developer acquires the land of an Owner or a Developer (as the case may be) it shall as soon as reasonably possible give the Council notice thereof in the same terms as for a notice under clause 6.1

6.8 Subject to clause 6.9 any successor in title to an Owner or a Developer shall not be released from its covenants and obligations contained in this Agreement until it has complied mutatis mutandis with Sub Clauses 6.5 and 6.6

6.9 Successors in title to an Owner shall for the purposes of clause 6.8 mean those persons acquiring for value any interest in the Owners' land

7 WARRANTY

THE Owners and Developers severally warrant that (to the extent of their own individual interests in the Application Land and subject to receipt of any necessary consents and approvals including Reserved Matters Approvals) they are entitled between them to carry out all the works provided for in this Agreement in under or upon the Application Land and to carry out the Development

8 **NOTICES**

ANY notices to be served on or document to be submitted on or to any party to this Agreement shall be delivered or posted to that party at the address specified as theirs at the head of this Agreement (or such alternative address as notified to the Council from time to time by that person or their solicitor) (and in the case of a company marked for the attention of the Company Secretary) and in the case of the Council addressed to the Council's Head of Legal and Democratic Services and quoting the planning reference number And for the avoidance of doubt it is hereby agreed and declared that by any notice or election relating to the carrying out of works or other matters on or in relation to part or parts of the Application Land then save as otherwise provided in this Agreement such notice need only be served by or on (as appropriate) the Owners and Developers *Contracting Purchasers* and Option Holders with an interest in those part or parts of the Application Land

9 **CONFIRMATION OF INTERESTS**

THE Owners and Developers severally confirm in relation to the extent of their individual interests in the Application Land that apart from the parties to this Agreement and save as noted/registered on or against the titles or on any statutory register or otherwise disclosed there are no other persons with any interest (legal or equitable) in the Application Land or any part thereof apart from land forming part of the public highway or held by the Council for highway purposes

10 **LOCAL AUTHORITY'S STATUTORY POSITION**

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

11 **OPERATIVE DATE**

SAVE in respect of the provisions of this clause and any other provisions of this Agreement needed to give effect to it and any obligations expressly requiring compliance prior to Commencement of Development this Agreement and none of the provisions of the Schedules shall become operative until all of the following shall have occurred:

- 11.1 the Planning Permission shall have been issued by the Secretary of State for Communities and Local Government; and

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11.2 three months shall have elapsed from the date of the grant of the Planning Permission without any application for leave to apply for judicial review or any other legal challenge of the Planning Permission or any related planning obligations or any decision of the Council related to it and

11.3 Commencement of Development

12 COMMENCEMENT OF DEVELOPMENT

THE Owners and Developers shall give to the Council seven days written notice of their intention to Commence Development and shall confirm in writing within seven days following Commencement that Development has Commenced PROVIDED that failure to provide either of the said notifications shall not render this Agreement inoperative

13 LEGAL COSTS

THE Owners and Developers shall pay to the Council on the date hereof its reasonable legal costs incurred in connection with the negotiation (but not the drafting) of this Agreement and investigation of title to the Application Land in accordance with an undertaking given by Messrs Davies Arnold Cooper Solicitors dated ~~7 June 2007~~ up to a maximum of [£45,000]

14 INDEMNITY

The Owners and Developers will without prejudice to the Council's statutory and common law powers and rights hold the Council harmless and keep the Council indemnified from and against any claim against the Council:

14.1 in connection with or incidental to the carrying out of any works required by this Agreement; or

14.2 in respect of any other requirement of or covenant with the Council contained in this Agreement

PROVIDED ALWAYS THAT in negotiating with any claimant the Council shall have regard to any representations made in relation to the claim by Crest and Muben

15 INTEREST

If any sum payable under this Agreement is not paid within fourteen days of the date when it is due then save in the case of a manifest error by the Director or the Director of Community Services or the Director for Children and Young People or the Director of

Community Care and Housing in calculating the due sum the Owners and Developers shall in addition to any payment in respect of the sum due pay interest on the sum from the due date until actual payment at the rate of 3% above the base rate from time to time of National Westminster Bank Plc

16 ELECTION NOTICES IN RELATION TO THE PROVISION OF A NEW PRIMARY SCHOOL ON SITE OR ADDITIONAL CLASSROOMS AT AN EXISTING PRIMARY SCHOOL OR SCHOOLS

16.1 An On Site Election Notice may not be validly served:

16.1.1 until all necessary statutory regulatory or other consents approvals and authorisations for the construction and opening of a new 1.5 form entry or larger maintained primary school on the Primary School Site shall have been granted;

16.1.2 after the expiry of five years from the date of Commencement of Development (time being of the essence);

16.2 An Off Site Election Notice may not be validly served:

16.2.1 until all necessary statutory regulatory or other consents approvals and authorisations for the construction of such additional classrooms at the specified existing maintained primary school or schools identified in the Notice shall have been granted;

16.2.2 after the expiry of five years from the date of Commencement of Development (time being of the essence);

16.3 The Council may only serve either: a single On Site Election Notice; or a single Off Site Election Notice (but not both)

16.4 Once an On Site Election Notice or an Off Site Election Notice shall have been served then that Notice shall be final and binding as to the location of the new primary school to which the contributions under item 3 of the Payment Table contained in Schedule 1 may be applied or the location of additional class rooms to be provided at an existing primary school or schools to which contributions under item 4 of the Payment Table contained in Schedule 1 may be applied

16.5 Service of a valid On Site Election Notice or a valid Off Site Election Notice within the period specified shall also determine whether a contribution is payable under item 3 of the Payment Table contained in Schedule 1 towards construction of a new primary school on the Primary

School Site or under item 4 of the Payment Table contained in Schedule 1 towards the provision of additional classrooms at an existing primary school or schools

- 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 shall thereafter be reserved and set aside by the Owners and Developers as an area of land for the provision of Category 1 Open Space and the Category 1 Open Space Contributions and for the avoidance of doubt the Category Open Space Maintenance Contributions payable under the Undertaking may be applied towards the laying out of Category 1 Open Space on the Primary School Site
- 16.7 Following expiry of 30 days from the later of: receipt of an Off-Site Election Notice; and agreement of the precise boundaries of the Primary School Site 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

17 DISPUTE PROCEDURE

- 17.1 Where the agreement, approval, consent or expression of satisfaction is required from the Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall (save in respect of matters relating to highway safety) not be unreasonably withheld or delayed
- 17.2 Any dispute including any test of reasonableness or question of value arising out of the provisions of this Agreement may be referred by any of the parties to this Agreement or their successors in title (other than individual purchasers tenants or occupiers of individual Dwellings or their mortgagees) to a person having appropriate qualifications and experience in such matters ("the Expert") for the determination of that dispute PROVIDED THAT any such reference shall be without prejudice to the rights of the Council having recourse to any Surety and/or exercising any rights under Section 106(6) of the Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Surety or to the provisions of Section 106 (6) for the resolution of any matter arising from the Agreement; AND other than matters which need to be agreed or

approved under this Agreement or a dispute in relation to the form and content of any transfer shall be subject to the right of any party to any dispute to refer any such issue to the Courts provided application is made within three weeks of any reference (notice of which shall first have been given to the other party) to expert determination under this clause 17

17.3 The Expert shall be appointed by the relevant parties to the dispute ("the Relevant Parties") or in default of agreement by a person nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any of the parties

17.4 The decision of the Expert shall be final and binding upon the Relevant Parties and the following provisions shall apply:

17.4.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct

17.4.2 the Expert shall (unless having regard to the nature of the dispute the Expert considers a longer period to be appropriate) give the Relevant Parties three weeks to make representations and three weeks to make counter representations to him before making his decision

17.4.3 the Expert shall be entitled to obtain opinions from others if he so wishes

17.4.4 the Expert shall make his reasoned decision (such decision to be given in writing with reasons within six weeks of expiry of the periods referred to in Sub-Clause 17.4.2 above) within the range of any representations made by Relevant Parties themselves

17.4.5 the Expert shall comply with any time limit or other directions agreed by Relevant Parties on or before his appointment

18 POSITION OF OPTION HOLDERS/CONTRACTING PURCHASERS

18.1 THE Option Holders and Contracting Purchasers hereby consent to the Owners entering into this Agreement

18.2 Subject to Sub Clause 18.3 the Option Holders and Contracting Purchasers shall hereby be bound by and subject to this Agreement

18.3 The Option Holders and Contracting Purchasers shall not be personally liable for any breach of the obligations in this Agreement in relation to land the subject of their

options/contracts unless committed or continuing at a time when the Option Holders and Contracting Purchasers (as appropriate) shall have exercised their options or completed their purchases pursuant to their respective options/contracts in respect of the relevant parts of the Application Land

19 OCCUPATION OF DWELLINGS

The Owners and Developers shall at three monthly intervals until the Development is complete give written notice to the Council's S106 Co-ordination Officer of:

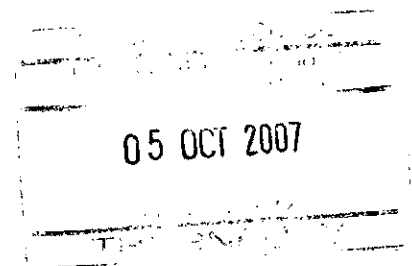
- 19.1 the number of Dwellings actually occupied at the date of such notice
- 19.2 the estimated number of Dwellings likely to be occupied within the following three months period
- 19.3 the anticipated dates of occupation of each Dwelling in the Development which would cause any trigger point (including any Bond Trigger Point as defined in Schedule 1) to be reached
- 19.4 the actual dates of occupation of the relevant Dwelling causing the trigger point to be reached

20 LAND TRANSFER - TERMS OF TRANSFER

The terms of Annex 13 shall apply to the transfers of any land to the Council pursuant to Schedules 3, 4, 5 or 6

21 COUNCIL COVENANTS

The Council hereby covenants with the Owners and Crest to observe and perform the covenants contained in Part B of Schedule 1



SCHEDULE 1

Financial Contributions

Part A

Definitions:

1. In this Schedule and elsewhere in this Agreement the words below shall mean as follows:
 - 1.1 "BCIS" shall mean the " All-in Tender Price Index" published by the Building Costs Information Service
 - 1.2 "Bond" shall mean a bond strictly in accordance with the form set out in Annex 4
 - 1.3 "Bonded Obligation" shall mean the Contributions in the Payment Table which are not payable at the Commencement of Development and which where indicated in column 6 of the Payment Table are to be the subject of a Bond
 - 1.4 "Bond Trigger Points" means the trigger points for the delivery of a Bond in respect of each Bonded Obligation
 - 1.5 "Community Development Worker" shall mean a person paid by the Council to carry out the duties contained in the Community Development Worker Job Description with the aim of integrating the new community with existing neighbouring communities and building community capacity amongst the new residents.
 - 1.6 "Community Development Worker Job Description" shall mean the job description contained in Annex 1
 - 1.7 "Index" shall mean the relevant one of BCIS or RPI as specified in this Schedule
 - 1.8 "Payment Table" shall mean the table identifying the Owners and Developers financial contributions ("Contributions") under this Agreement contained in this Schedule
 - 1.9 "RPI" shall mean the index of retail prices information excluding mortgage repayments published by the Central Statistical Office
 - 1.10 "Surety" shall mean a bank or other reputable financial institution who shall have confirmed to the Council that the Bond is acceptable to the Surety prior to the provision of a Bond and also shall be approved by the Council prior to the provision of a Bond PROVIDED THAT once the Council have approved a Surety the Owners and Developers

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shall be entitled to assume that such Surety will continue to be acceptable to the Council unless the Council has informed it/them to the contrary in writing

Targeted Financial Contributions

2. Save as otherwise provided in this Agreement the Owners and Developers shall unless otherwise agreed in writing by the Council (following submission of alternative objects by Crest and Muben) make the Contributions identified in the first column of the Payment Table to the Council at or (at the Owners' or Developers' discretion) prior to the trigger points identified in the second column of the Payment Table towards the objects contained in the fourth column of the Payment Table.

Indexation

3. The Contributions referred to in this Schedule 1 shall be index linked meaning that:

the payments and contributions appearing in Column 1 of the Payment Table shall be adjusted by the percentage (if any) by which the relevant Index specified in column 3 of the Payment Table shall have changed between its last publication immediately prior to the date of the Agreement and the date of its last publication immediately prior to the date of payment of each of the Contributions and where any sum is payable by way of instalments then indexation shall be applicable to each such instalment.
4. When the most recent Index figure which shall have been published as at the date of any payment is a forecast or provisional index figure rather than a final figure then the amount of any Contribution shall be adjusted by reference to that most recent published forecast or provisional index figure prior to the date of payment
5. Where any Index ceases to be published then the sum to which that original Index was to be applied shall have the original Index applied to it up to the date on which the original Index is last published and the sum as so recalculated as at that Date shall thereafter be subject to indexation based on the nearest equivalent index as may be agreed between Muben/Crest and the Council or in the absence of agreement such index as may be determined on the reference of Muben/Crest or the Council in accordance with the provisions of Clause 17 of this Agreement

Additional Payments should the number of Dwellings exceed 1200

6. The Contributions contained in items 4, 6 and 9 of the Payment Table are based on the assumption that there will be 1200 Dwellings within the Development. Should the actual number of Dwellings comprised in the Development exceed 1200 then no more than

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1200 Dwellings shall be occupied unless and until a further Contribution amounting to one twelve hundredth part of the Contribution specified in Column 1 of the Payment Table in relation to all of the matters referred to in items 4, 6 and 9 of the Payment Table shall have been paid to the Council in respect of each Dwelling occupied in excess of 1200 Dwellings. The Contribution contained in item 3 of the Payment Table (On Site Education Contributions) is agreed as a Contribution towards the cost of providing 270 new primary school places as part of a new 1.5 form entry primary school. Should the actual number of Dwellings comprised in the Development exceed 1295 (the maximum number of Dwellings the provision of 270 primary school places can accommodate) then no more than 1295 Dwellings shall be occupied unless and until a further Contribution amounting to one twelve hundredth part of the Contribution specified in Column 1 of the Payment Table shall have been paid to the Council in respect of each Dwelling constructed in excess of 1295 Dwellings.

7. The Contributions contained in item 2 and 7 of the Payment Table (Community Development Worker Contribution and Bristol North Fringe Highway Infrastructure Contribution respectively) are agreed as a Contribution which will provide improvements adequate to cater for 1300 Dwellings. Should the actual number of Dwellings comprised in the Development exceed 1300 then no more than 1300 Dwellings shall be occupied unless and until a further Contribution amounting to one twelve hundredth part of the Contribution specified in Column 1 of the Payment Table shall have been paid to the Council in respect of each Dwelling constructed in excess of 1300 Dwellings.
8. The Contribution referred to at item 8 of the Payment Table shall only be payable if a Nursery Facility is not provided privately on the Application Land
9. The Owners and Developers shall procure the delivery of a Bond or Bonds on the Bond Trigger Points relating to each Bonded Obligation PROVIDED THAT if any Contribution is not paid to the Council within one year of the date of the Bond a further Bond shall be entered into for a revised amount being the amount by which the outstanding Contributions have increased or decreased by reference to the relevant Index and the existing Bond shall be released and every year thereafter from the date of this Agreement until all Contributions have been paid in full the Bond shall be renewed in accordance with the provisions of this paragraph

Payment in advance at the Owners' discretion

10. Nothing in this Agreement shall prevent the Owners and Developers paying (at their sole discretion) a contribution in advance of the trigger point specified in the Payment Table

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PAYMENT TABLE

Contribution	Trigger Point (Dwelling or Occupations)	Rate	Object of which contribution may be applied and any conditions	Clawback period	Excluded Obligation (Items marked BO and BO and BO are legal Points)
1. Sewer Baiting Contribution (£501)	Payable upon Commencement of Development	RPI	Baiting of sewers within the Application Land to prevent rodent infestation	10 years	
2. Community Development Worker Contribution (£84,850.65)	Payable on occupation of 500 th Dwelling	RPI	Towards appointment of a part time Community Development Worker in relation to the Development	10 years	BO - 400 Dwelling Occupations
3. On Site Education Contribution (£3,284,196) <i>NB: Only payable if the Council serves</i>	Payable in three instalments: The first instalment of £328,419.60 (being 10% of the On Site Education Contribution) shall	BCIS	Towards:- the construction of a 1.5 form entry or larger maintained primary school on the Application Land	10 years	

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Contribution	Trigger Point (dwelling occupations)	Article	Conditions which Contribution may be applied and any qualifications	Classical Parion	Bonded Obligation Items marked BO and Bond Trigger Point
<p><i>an On-Site Election Notice in accordance with the provisions of clause 16</i></p>	<p>be payable within 30 days of receipt of service of a valid On-Site Election Notice from the Council</p> <p>The second instalment of £1,313,678.40 (being 40% of the On Site Education Contribution) shall be payable within 30 days of receipt of the confirmation from the Council that commencement of construction of the</p>				<p>BO - second instalment Bond Trigger Point 2 weeks prior to date which Council has certified it will be letting main contract for the School</p>

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Contribution	Object Point (Location - Site - Description)	Code	Object to which Contribution may be applied and any conditions	Period	Bonded Obligation (Date marked BO and Bond Trigger Point)
	<p>Primary School has occurred</p> <p>The third instalment of £1,642,098 (being 50% of the On Site Education Contribution) shall be payable within 12 weeks of opening of the Primary School subject to receipt of confirmation thereof from the Council</p>				<p>BO - third instalment Bond Trigger Point 2 weeks prior to date which Council has certified it will be letting main contract for the School</p>
4. Off Site Education Contribution	<p>Payable in three instalments:</p> <p>The first instalment</p>	BCIS	Towards the construction of additional class rooms at existing maintained primary schools in the locality as	10 years	

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Contribution	Trigger Point (Dwelling Occupations)	In respect of	Objects to which Contribution may be applied and any qualifications	Clawback Period	Bonded Obligation linked to BO and Bond Trigger Point
(£2,215,358) NB: Only payable if the Council serves an Off Site Election Notice in accordance with the provisions of clause 16	of £221,535.80 (being 10% of the Off Site Education Contribution) shall be payable within 30 days of receipt of service of a valid Off-Site Election Notice The second instalment of £886,143.20 (being 40% of the Off Site Education Contribution) shall be payable within 30 days of receipt of the confirmation from the Council		identified in the Off Site Election Notice		BO second instalment Bond Trigger Point 2 weeks prior to date which Council has certified it will be letting a contract for any of the additional classrooms

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Commitment	Trigger Point (if different to Commitment)	Title	Object(s) to which Commitment may be applied (if any or all)	Claw back Period	Bonded Obligation Items marked "BO" and Bond Trigger Point
	<p>that commencement of construction of any additional classrooms at the specified existing primary schools has occurred following the letting of the main contract for the construction of the additional classrooms</p> <p>The third instalment of £1,107,679 (being 50% of the Off Site Education Contribution) shall be payable within</p>				<p>BO - third instalment only Bond Trigger Point 2 weeks prior to date which Council has certified it will be letting</p>

05 OCT 2001

Contribution	Trigger Point (Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Clawback Period	Bonded Obligation Items marked BO and Bond Trigger Points
	12 weeks of opening of the first of any the additional classrooms at the specified existing primary schools subject to receipt of confirmation thereof from the Council				a contract for any of the additional classrooms
5. Public Transport Contribution (£1,200,000) payable in 3 instalments	First instalment of £400,000 payable on occupation of 50th Dwelling Second instalment of	RPI	Towards the extension of existing bus routes contained in Annex 9	5 years	BO - first instalment Bond Trigger Point on Commencement of Development BO - second instalment Bond Trigger Point 12 months from Commencement of

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Contributions	Conditions of Occupation	Index	Criteria to which Contribution may be applied and any qualifications	Gravestock Period	Example of location Bond Trigger Point
	<p>£500,000 payable within one year of occupation of the 50th Dwelling</p> <p>Third instalment of £300,000 payable within two years of occupation of 50th Dwelling</p>				<p>Development</p> <p>BO - third instalment Bond Trigger Point 24 months from Commencement of Development</p>
<p>6. Nursery Facility Contribution (if applicable)</p> <p>£258,750</p> <p><i>NB: Only payable if the Council serves</i></p>	<p>Occupation of 750 Dwellings</p>	<p>BCIS</p>	<p>Provision of a Nursery Facility as provided for in Schedule 3</p>	<p>10 years</p>	<p>BO - Bond Trigger Point 600 Dwelling Occupations</p>

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Contribution	Trigger Point (Dwelling Occupations)	Index	Objects to which Contribution may be applied and any qualifications	Clawback Period	Bonded Obligations marked "BO" and Bond Trigger Point
<i>an On-Site Election Notice in accordance with the provisions of clause 16 and the Nursery Facility is not provided privately</i>					
7. Bristol North Fringe Highway Infrastructure Contribution (£2,070,000) payable in 4 instalments	First instalment of £570,000 payable on Commencement of Development Second Instalment of £500,000 payable within one year of Commencement of Development	BCIS	Towards all or any of those elements of the North Fringe Scheme (Transport) as defined in the South Gloucestershire Local Plan adopted 2006 which are identified in the list attached at Annex 11 Or towards any other element of the Bristol North Fringe Scheme as may be approved by the Owners (approval not to be	5 years	BO - second instalment - Bond Trigger Point Commencement of Development

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Contribution	Trigger Point (Valuing Conditions)	Units	Objects to which Contribution may be applied and any conditions	Clawback Period	Related Obligation Items marked "BO" and Bond Trigger Point
	<p>Third instalment of £500,000 payable within two years of Commencement of Development</p> <p>Fourth instalment of £500,000 payable within three years of Commencement of Development</p>		unreasonably withheld or delayed)		<p>BO - third instalment - Bond Trigger Point 12 months from Commencement of Development</p> <p>BO - fourth instalment - Bond Trigger Point 24 months from Commencement of Development</p>
<p>8. Public Rights of Way Contribution</p> <p>£20,000</p>	Payable upon Commencement of Development	BCIS	<p>Towards improvements on footpath LSG 31 including</p> <p>Provision of suitable anti-vehicle barrier at junction with Harry</p>	5 years	

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Contribution	Funding Point (Budget or Obligation)	Index	Objects to which Contribution may be applied and any restrictions	Draw back Period	Banded Obligation Items marked 'BO' and Band indicator Point
			<p>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</p>		

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Contribution	Project/Use (Dwelling Occupations)	Index	Object to which Contribution may be applied and any conditions	Pay back Period	Bonded Obligation Point marked "BO" and Bond Trigger Point
			<p>"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 Application Land as may be approved by the Owners (approval not to be unreasonably withheld or delayed)</p>		
<p>9. Library Contribution</p> <p>£164,510</p>	<p>Commencement of Development</p>	<p>BCIS</p>	<p>Towards the expansion of existing library facilities at Winterbourne and Bradley Stoke</p>	<p>8 years</p>	
<p>10. Car Club Contribution</p>	<p>400 Dwelling occupations</p>	<p>RPI</p>	<p>Towards the establishment of a new or the extension of an existing car club so as to</p>	<p>5 years</p>	<p>BO - Bond Trigger Point 300 Dwelling Occupations</p>

Contribution	Reference Unit (Dwellings/ Occupations)	Index	Plans to which Contribution may be applied and any qualifications	Ordnance Period	Bonded Obligations Terms, marked "BO" and Bond Trigger Point
(£63,000)			conveniently serve the residents of the Development and make club cars readily available on site for their use		
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	BO - Bond Trigger Point Commencement of Development

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SCHEDULE 1

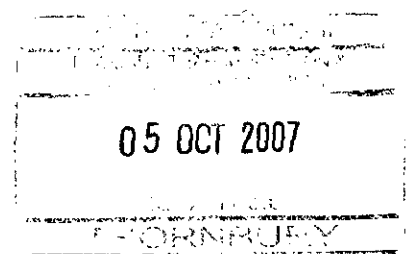
Part B

COUNCIL COVENANTS

1. In consideration of the obligations on the part of the Owners and the Developers contained in this Schedule the Council hereby covenants acknowledges and undertakes to the Owners and the Developers and their respective successors in title other than individual purchasers tenants or occupiers of individual Dwellings and covenants with the Owners and the Developers and their respective successors in title other than individual purchasers tenants or occupiers of individual Dwellings for itself and its successors in title or any successor to its statutory functions and with the Owners and with the Developers as follows:-
 - 1.1 Not to use or apply any of the Contributions (together with all accrued interest thereon) referred to in the first column of the Payment Table contained in Part A of this Schedule other than towards the specific objects identified in the fourth column of the same row of the said table or (following submission of alternative objects by the Owners Crest or Muben any other objects agreed in writing between the Council and the Owner or Developers (Amended Objects) such agreement not to be unreasonably withheld or delayed.
 - 1.2 Pending their application towards the objects contained in the fourth column of the same row or Amended Objects the Council shall invest the Contributions to obtain the best rate of interest reasonably obtainable on the open market.
 - 1.3 On the expiry of the relevant period provided for in column five of the Payment Table contained in Part A of this Schedule from the date of receipt of any Contribution (or where a contribution is payable by instalments - the expiry of that relevant period from date of receipt of an instalment) the Council shall repay any part of the said Contribution (together with all unexpended interest accrued from the date of payment to the date of repayment at the 7 day LIBID rate) which shall not have been expended on the object appearing in the fourth column of the said table or any Amended Object to the person from whom the said Contribution (or instalment thereof) shall have been received and at its request provide a report on the expenditure of the Contribution or any part of it **PROVIDED ALWAYS** that if any contribution or instalment thereof shall be made prior to the due date it shall (for the purposes of calculating the period after which the Council must return any unspent part of such contribution or instalment thereof) be deemed to have been paid at the trigger point identified in Column 2 of the Payment Table.
 - 1.4 The provisions of paragraph 1 of Part B of this Schedule above shall apply mutatis mutandis to any additional contributions paid to the Council pursuant to paragraphs 6, 7 and 8 of Part A of this Schedule.
 - 1.5 The Council hereby agree to confirm in writing to the Surety and the Owners and Developers within 14 days of receipt of a request to do so whether a Contribution has been received by the Council in relation to a Bonded Obligation which is at the time of

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request the subject of a Bond and the amount by which the Bond may be reduced if appropriate



SCHEDULE 2

HIGHWAY IMPROVEMENTS

Part 1 : Covenants relating to Highway Works

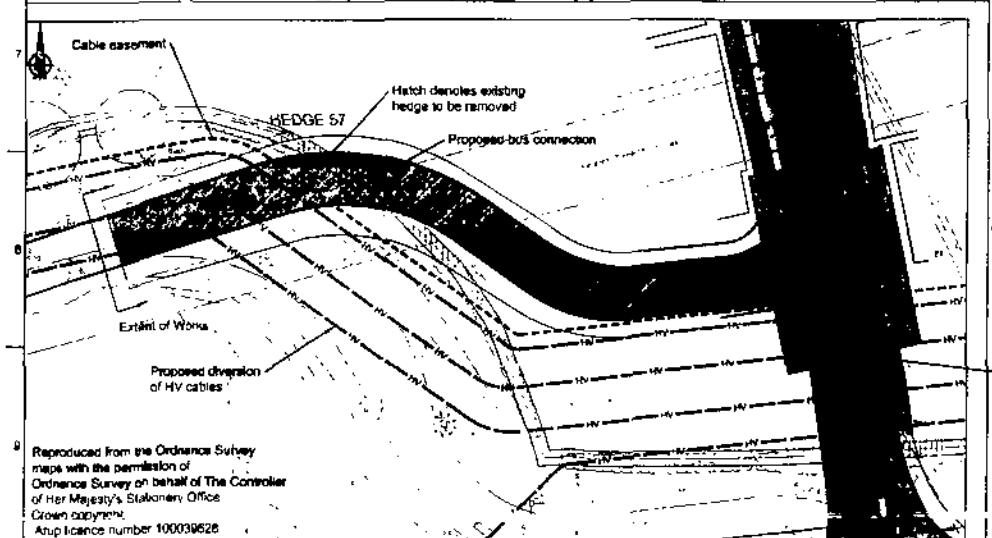
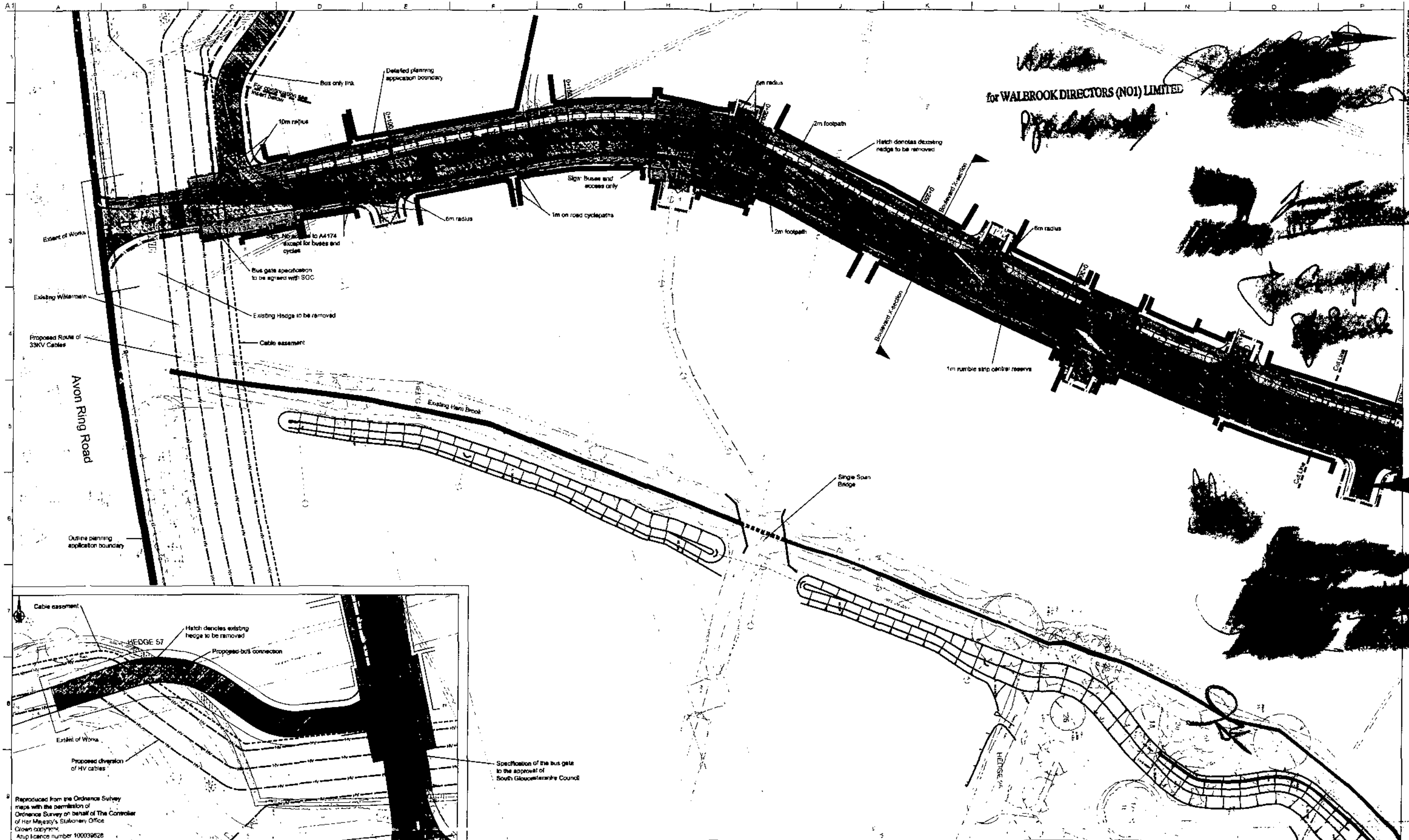
- 1.1 not to Commence the Development until an agreement or agreements under S106 of the Act and/or as appropriate Section 278 of the Highways Act 1980 shall have been entered into substantially in the form of the draft agreement annexed at Annex 2 ("the Highways Agreement") to secure the carrying out of the highway works necessary for the implementation of the Development as set out below:-
- 1.1.1 prior to the Commencement of any Development the construction of the Great Stoke Way Junction which shall consist of a simple priority junction with Great Stoke Way including but not necessarily limited to a 6.5 metre carriageway together with 2 metre wide footways on each side and including but not necessarily limited to all signing lining and lighting and as shown in principle only on drawing number 118117-00 CP-001 Issue 3.
- 1.1.2 prior to the A4174 Junction coming into use for general traffic the construction of the East – West Link Road from the junction with Great Stoke Way to the connection with the north-south access road of the A4174 Junction where the East-West Link Road shall consist of the link road between Great Stoke Way and the northern point of the north-south access road of the A4174 junction The East-West Link Road shall include but not necessarily be limited to a 6.5 metre carriageway and an alignment consistent with its use by buses The East-West Link Road shall include but not necessarily be limited to footways, lining, signing and lighting consistent with the Masterplan The location of the East-West Link Road shall be as shown in principle only on drawing numbers 1187-00 CP.001 Issue 3 and 118117-00 CP-003 Issue 5.
- 1.1.3 prior to the Occupation of the 200th Dwelling the construction of the Junction with the A4174 which shall consist of a signal controlled junction with the A4174 together with approximately 200 metres of single carriageway access road to connect with the East-West Link Road The Junction to provide for a flared two lane southbound approach, central splitter island with signal heads on the minor arm A right turn lane on the A4174 and maintaining a 2m minimum width central reserve on the A4174 A staggered signal controlled crossing for pedestrians and cyclists on the A4174 west of the new junction The access road to have a 7.3 metre wide carriageway together with a 2 metre verge on the eastern side and a 3 metre wide cycleway/footway on the western side The 3 metre wide cycleway/footway shall connect with the signal controlled crossing on the A4174 The works to include but not necessarily to be limited to all signing, lining and lighting and as shown in principle only on drawing number 118117-00 CP010 issue 5.
- 1.1.4 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 and Rapid Transport Route at the junction of Coldharbour Lane with the 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 and the reserved Rapid Transit Route 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.

- 1.1.5 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 and shall accommodate the route for the Rapid Transit 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 shall incorporate such amendments as shall be reasonably necessary to adapt the Highways Agreement 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 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)

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KEY

	Proposed tree planting
	Low ground cover planting (under 600mm)
	Evergreen hedge (1.7m clipped height)
	TPZ A
	TPZ B
	TPZ C
	TPZ D

	Carriageway: Bitmac
	Pre cast concrete conservation flag: Size 400 x 400 x 80mm Laying pattern: Staggered stack parallel to main build line Colour: Silver grey, black, black. Finish: Fine textured smooth ground
	Central Rumble Strip: Granite aggregate cobble Size: 100 x 100 x 80mm Laying pattern: Coursed Colour: Natural Finish: Bush hammered
	Cycleway: Granite aggregate concrete sets Size: 150 x 150 x 90 Laying pattern: 5 courses parallel to road Colour: Natural Finish: Bush hammered. With 1 course exposed granite aggregate back led flush (size 225 x 125mm)
	Traffic calming / lighting zone: Granite aggregate concrete sets Size: 100 x 100 x 80mm, 150 x 100 x 80mm, 150 x 150 x 80mm Laying pattern: Radial pattern and stretcher courses by approx 200mm around column base. Colour: Natural Finish: Bush hammered
	Proposed HW drain
	Proposed SW sewer
	Proposed FW sewer

	Ramp with pedestrian crossing point: Kerb: Bitmac Crossing: Granite aggregate concrete sets Size: 100 x 100mm, 150 x 100mm, 60mm thick Laying pattern: 12 rows random coursed laying pattern perpendicular to running line (1200mm band). Colour: Natural Finish: Bush hammered
	Junctions - Edging: Granite aggregate cobble Size: 100 x 100 x 80mm Laying pattern: Double row coursed stretchers Colour: Natural Finish: Bush hammered
	Estate railing to re-inforce hedge planting: 0.6m high. Galvanized mild steel, twin 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
	Boulders: Spacing: Set at 5 metre centres. Material: Stainless steel, aluminium alloy or powder coated mild steel (or other approved). Height: 900mm above ground
	Signs: Material: Stainless steel aluminium alloy or powder coated mild steel (or other approved). Height: Backcast to be 900mm above ground
	Application boundary

02	17/11/06	JW	JL	CO
Bus Gate Signage and Churnage Added				
01	10/11/06	JH	JL	CO
Planning Masterplan Amended				
Issue	Date	By	Chd	Appr

Client
Crest Nicholson

Job Title
Land at Harry Stoke

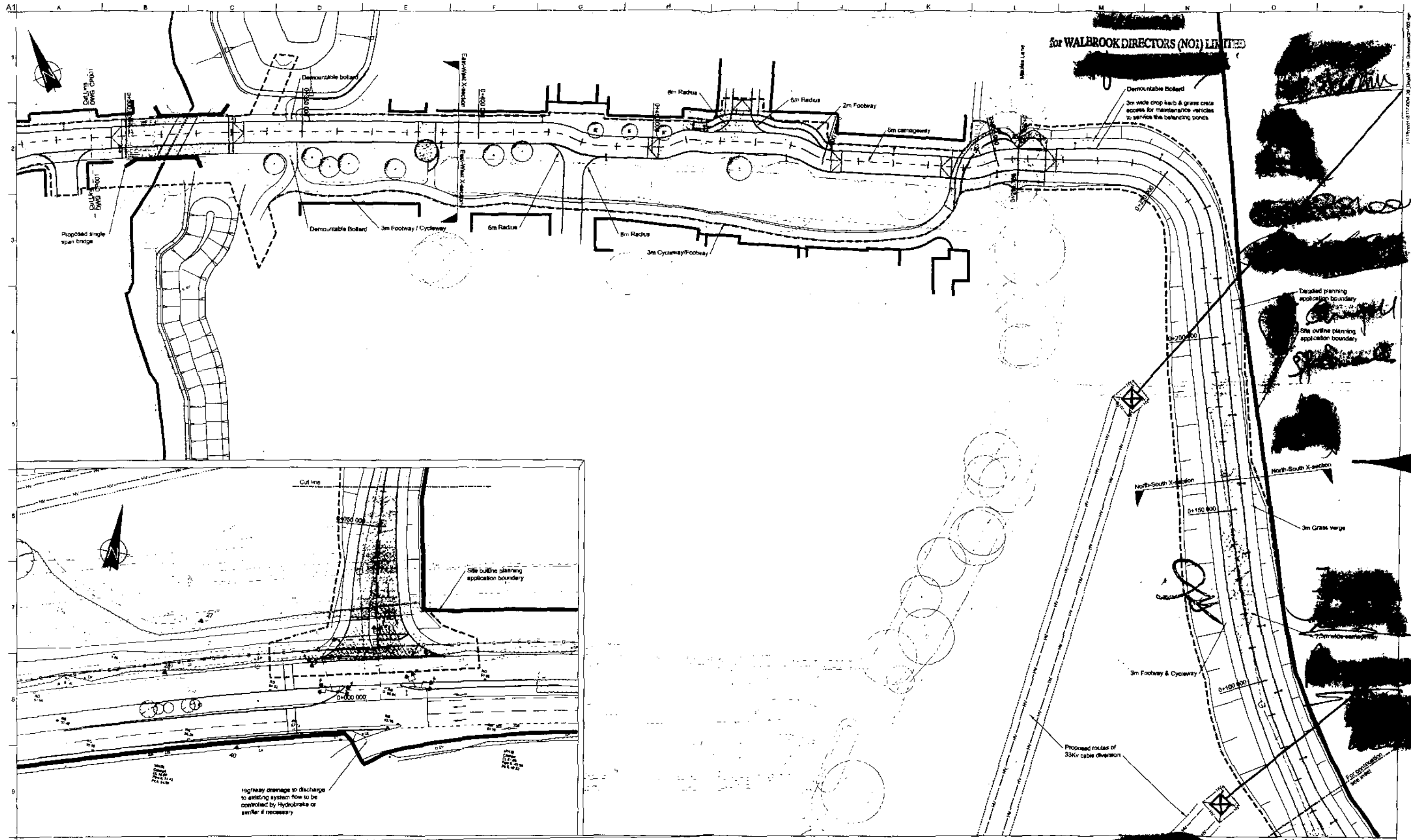
Drawing Title
Site Layout For Planning Approval
Sheet 2 of 3
Boulevard

ARUP 001 2007

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Drawn by: [Signature]
Checked by: [Signature]
Date: 11/11/06

118117-00 CP-002 02



for WALBROOK DIRECTORS (NO1) LIMITED

KEY

	Proposed tree planting		Evergreen hedge (1.2m clipped height)		Ramp, Bitmac		Tree poles on road paving paving Materials: Stainless steel, aluminium alloy or powder coated mild steel (or other approved). Size: 100 x 100 x 1000mm		Public art		2.4m x 33m Junction visibility
	Close mown grass		Carriageway and Cycleway Bitmac		Western Entrance Feature Material: Granite aggregate cobble Size: 100 x 100 x 80mm Laying pattern: To follow serpentine design. Colour: Beige/taupe. Finish: Bush-hammered		Seeds. Material: Stainless steel aluminium alloy or powder coated mild steel (or other approved). Height: Backrest to be 900mm above ground		Limit of application		Pre cast concrete sets. Size: 250 x 150 x 80mm. Laying pattern: Soldier coursed. Colour: Charcoal grey. Finish: Oxide
	Native hedge		Footway. Pre cast concrete conservation flags. Size: 400 x 400 x 65mm. Laying pattern: Staggered stack parallel to main road line. Colour: Silver grey, black. Stack. Finish: Fine textured, smooth ground.		Western Entrance Feature Material: Granite aggregate concrete sets. Size: 150 x 100 x 80mm. Laying pattern: Random, domed around public art. Colour: Natural. Finish: Bush-hammered		Indicative street lighting conditions		Illuminated bollards. Material: Stainless steel with loughened lens (or other approved) set along serpentine paving as marking. Height: 1100mm		Proposed HW drain
	Ornamental shrub planting		Indicative building line		TPZA		TPZB		TPZC		Proposed SW sewer
					TPZD		Proposed FW sewer		Indicative Service Route		

CD	DATE	BY	CHKD	APPD
04	17/11/06	PB	JL	CO
03	10/11/06	JH	JL	CO
02	15/09/06	PGD	JL	CO
01	07/09/06	PGD	JL	CO
Rev	Date	By	Chk	Appd

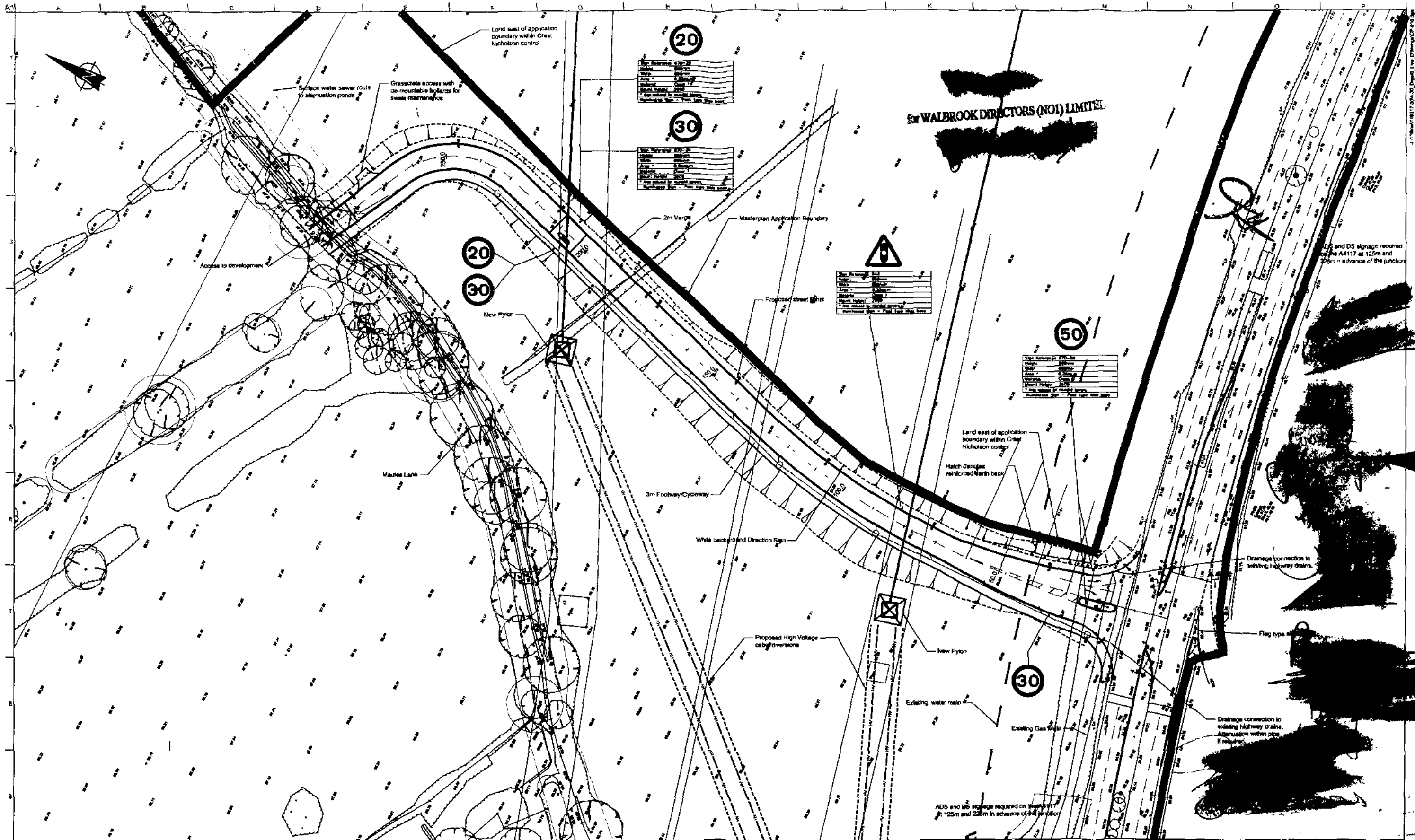
ARUP 05 OCT 2007

80 St Thomas Street
 Bristol BS1 1JF
 Tel: +44(0)117 975 5432 Fax: +44(0)117 978 6423
 www.arup.com

Scale at A1: 1:500

Site Layout for Planning Approval
 Sheet 3 of 3
 East, West & North, South

118117-00 CP-003 05



20

Material	20
Quantity	1
Notes	

30

Material	30
Quantity	1
Notes	

50

Material	50
Quantity	1
Notes	

30

05	12/06/07	PD	JL	CO
Embankment detailed & water main added				
04	14/05/07	JT	JL	CO
Junction layout amended				
03	02/06/07	JT	JL	CO
Notes Added				
02	25/04/07	PAL	JL	CO
Minor amendments				
01	20/04/07	SJB	JL	CO
First Issue				
Y&A	Date	By	Check	Appr

Crest Nicholson
Land at Harry Stoke

North - South Link Road
Option 1 - Application Scheme

ARUP 2007

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Bristol BS1 4JZ
Tel: +44(0)117 924 6222 Fax: +44(0)117 978 6423
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Scale: A1 1:500

Plot No

Drawing Status
Planning

Job No: 118117-00
Drawing No: CP-010
Issue: 05

SCHEDULE 3

NURSERY FACILITY

Part 1 : Definition relating to the Nursery Facility

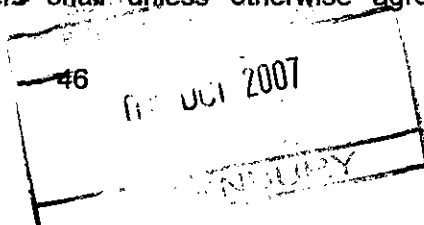
- 1.1 Any Nursery Facility constructed by or on behalf of the Owners or the Developers shall be located within or in reasonably close proximity to the proposed Local Centre as defined in Schedule 9 and sufficient in size and design to accommodate the requirements set out in paragraph 2.1 below

Part 2 : Covenants relating to the Nursery Facility

- 2.1 Prior to the commencement of construction of the Nursery Facility the Owners and Developers will submit to the Council for approval full details of the specification of the Nursery Facility which shall satisfy the following requirements:
- 2.1.1 The provision of 30 part time places for three year olds
 - 2.1.2 The provision of 30 part time places for four year olds
 - 2.1.3 To meet OfSTED registration standards the play rooms will offer 2.3 square metres per child with additional space for storage
 - 2.1.4 A ratio of 1:10 toilet/wash hand basin for the children with at least one accessible toilet facility
 - 2.1.5 A staff room/office
 - 2.1.6 Changing area for children with special needs
 - 2.1.7 Accessible staff toilet
 - 2.1.8 Kitchen for food and drink preparation
 - 2.1.9 Coat hanging provision
 - 2.1.10 Enclosed and secure outdoor play area
 - 2.1.11 Buggy storage area
 - 2.1.12 The optional provision for childcare for the 0-3 age range in accordance with OfSTED standards or such revision thereto as shall be approved of by the Council (such approval not to be unreasonably withheld or delayed) **and for the avoidance of doubt it is hereby agreed and declared that there is no requirement on the Owners to provide additional provision for childcare for the 0-3 age range and any such provision is entirely at the Owner's discretion and;**
- 2.2 The Owners and Developers covenant not to commence the construction of the Nursery Facility unless the Council has first approved the detailed specification required by paragraph 2.1.

Part 3 : Covenants relating to the sale of the Nursery Facility

- 3.1 The Owners and Developers for and on behalf of itself and its successors in title to the Application Land with the intention that the following provision shall bind the Application Land and every part of it into whose hands it may come covenant with the Council that:
- 3.1.1 before the first occupation of any Dwelling the Owners and Developers will commence the marketing of the Nursery Facility using reputable agents and invite offers in respect of the Nursery Facility to a nursery operator and provide written evidence of the same to the Council.
- 3.1.2 the basis for the invitation to submit offer(s) shall be that the Owners and Developers and the nursery operator shall enter into a contractual agreement incorporating terms to ensure that the Nursery Facility is operated as a children's nursery and the transfer price or lease rental shall be based on an Open Market valuation of the Nursery Facility subject to the terms of this Agreement.
- 3.1.3 following its construction and opening not to permit the use of the Nursery Facility for any purpose other than a children's nursery and ancillary uses unless otherwise agreed in writing with the Director for Children and Young People
- 3.2 Upon the completion of any contractual agreement referred to in paragraph 3.1.2 the Owners and Developers will provide written evidence of the same to the Council
- 3.3 Subject only to the Council having previously served an On-Site Election Notice or an Off-Site Election Notice in accordance with Clause 16 not to Occupy more than 750 Dwellings unless one of the following shall have occurred:
- 3.3.1 in the event that the Council shall have served an On-Site Election Notice the owner of the Nursery School Site shall have either
- (a) completed the transfer or granted a lease of the Nursery Facility to a nursery operator; or
 - (b) paid the Nursery Facility Contribution to the Council and delivered the Nursery Site Transfer to the Council for completion PROVIDED that this option (ii) shall not apply unless the Nursery School Site is to be located adjacent to the Primary School Site; or
 - (c) constructed a Nursery Facility within the proposed Local Centre as defined in Schedule 9 or on land reasonably close to it
- OR
- 3.3.2 in the event that the Council shall have served an Off-Site Election Notice then the Nursery Facility Site Contribution shall cease to be payable and the Owners and Developers shall unless otherwise agreed undertake: to

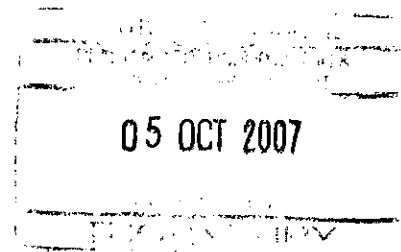


construct a Nursery Facility within the proposed local centre or on land reasonably close to it and thereafter to equip staff operate and maintain it for use as a facility for children of nursery school age and ancillary purposes

- 3.4 In the event of the Owners and Developers electing to proceed in accordance with Sub-Clause 3.3.1(c) they shall following construction of the Nursery Facility procure that it is equipped staffed operated and maintained for use as a facility for children of nursery school age and ancillary purposes
- 3.5 Unless otherwise agreed in writing by the Council and save as provided for in the Nursery Site Transfer there shall save as necessary to serve the Nursery Facility be no Services or Service Media in on under or over the Nursery School Site

Part 4: Terms and Conditions of Transfer of Nursery School Site to Council

4. The provisions of Annex 13 shall apply to any transfer of the Nursery School Site to the Council and the transfer shall be substantially in accordance with (and on terms no more onerous than the model form of Transfer contained Annex 7)



SCHEDULE 4

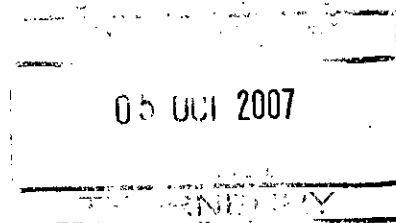
PRIMARY SCHOOL SITE

Part 1 : Definitions relating to the Primary School Site

1. In this Schedule the words below shall mean as follows:-
 - 1.1 The "Primary School Site" shall mean a site of 1.51 hectares for a primary school within the Application Land in the approximate position identified by red edging on the School Site Plan (or as otherwise agreed in writing between the Muben and Crest and the Director of Children and Young People) and if in serving its On-site Election Notice the Council also confirms in writing that it wishes to construct the Dual Use Facilities then the Primary School Site shall be enlarged to include the Dual Use Land (being 0.5 hectares in extent) making a total of 2.01 hectares.

Part 2 : Covenants relating to the Primary School Site

2. The covenants restrictions obligations contained in this Schedule shall only take effect if the Council shall have validly served an On Site Election Notice in accordance with the provisions of Clause 16 of this Agreement
3. The Owners and Developers will prior to the Commencement of the Development:
 - 3.1 agree with the Council and peg-out the precise boundaries of the Primary School Site which shall be:
 - 3.1.1 an accessible site suitable for a primary school
 - 3.1.2 of appropriate dimension to accord with the Department for Education and Skills (DfES) Area Guidelines (BB99) for a 315 place primary school
 - 3.1.3 located in broad accordance with the School Site Plan or as otherwise agreed in writing between the Muben and Crest and the Director of Children and Young People
 - 3.1.4 provide at the Owner's expense an independent ground condition survey (carried out by a surveyor approved beforehand by the Council) of the part of the land identified under paragraph 3.1.1 to establish its suitability and viability for use as the Primary School Site PROVIDED THAT if the survey does not confirm the suitability and viability of the site a further site shall be agreed in accordance with the provisions of paragraphs 3.1.1 and 3.1.2.
 - 3.2 Following expiry of 30 days from the later of: receipt of an On Site Election Notice; and agreement of the precise boundaries of the Primary School Site the Owners shall not occupy any further Market Dwellings until they shall have delivered a duly executed Primary School Site transfer to the Council on the terms and conditions set out in Part 3 of this Schedule PROVIDED THAT until the Primary School Site is transferred to the Council the Owners and Developers will (at the risk of the Council) allow free access to

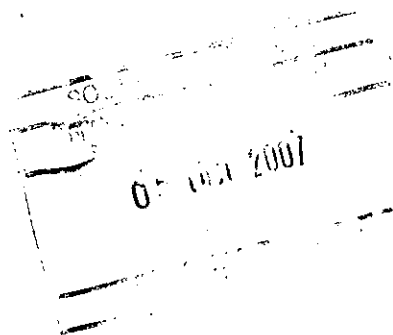


the Primary School Site to the Council for the purposes of site investigations and sinking trial boreholes.

- 3.3 Unless otherwise agreed in writing by the Council and save as provided for in the model form of transfer in Annex 6 and Part 3 of this Schedule there shall (save as necessary to serve the Primary School Site) be no Services or Service Media in on under or over the Primary School Site (including for the avoidance of doubt any 11kv electricity cable lines and supports)

Part 3 : Terms and Conditions of Transfer of the Primary School Site

4. The provisions of Annex 13 shall apply to any transfer of the Primary School Site to the Council and the transfer shall be substantially in accordance with (and on terms no more onerous than the model form of Transfer contained Annex 6)



SCHEDULE 5

PROVISION OF A COMMUNITY BUILDING

Part 1 : Definitions relating to the provision of a Community Building

- 1 The words below shall mean as follows:-
 - 1.1 The "Community Building" shall mean the 493 square metres gross internal floor area (as defined in the RICS Code of Measuring Practice 5th Edition) building constructed in accordance with the Specification to be used for community purposes
 - 1.2 The "Reserve Community Building Land" shall mean the part of the Application Land reserved specifically for the Community Building
 - 1.3 The "Specification" shall mean the Headline Specification and Indicative Schedule of Accommodation set out in Annex 3 together with the detailed specification required thereunder for the construction and fitting out of the Community Building to be prepared at the expense of the Owner / Developers to be agreed by the parties and which shall be based on and satisfy the minimum requirements of the Headline Specification PROVIDED THAT if the Secretary of State in her decision imposes a condition requiring that the BREEAM standards applicable to this Development are those prevailing at the date of construction of the relevant building then the BREEAM standards required for the Community Building shall be the BREEAM standards prevailing at the date of construction

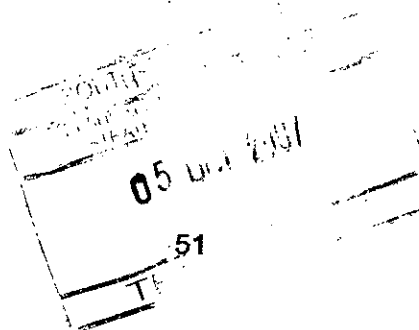
Part 2: Owner / Developers Covenants relating to provision

- 2 The Owner / Developers for and on behalf of itself and its 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 whosoever hands it may come covenants with the Council:-
 - 2.1 that prior to the submission of any Reserved Matters Application for any Dwelling in accordance with the Planning Permission the Owners and Developers will agree with the Council the location of the Reserve Community Building Land which shall be a generally level and accessible site of an area of no less than 0.19 Ha suitable for a Community Building and located unless otherwise agreed in writing by the Director of Community Services adjacent to the Primary School Site and in close proximity to other community facilities which for the avoidance of doubt shall include shared car parking

- 2.2 not to include the Reserve Community Building Land in any Reserved Matters Application other than an application containing details of the Community Building in accordance with the Specification
- 2.3 not to commence the construction of the Community Building unless and until the Council has first approved the Specification and the appropriate permissions have been acquired which shall include but not necessarily be limited to planning permission
- 2.4 that no more than 500 Dwellings shall be Occupied before the Owner / Developers shall have completed the construction of and fitting out of the Community Building in accordance with the relevant Reserved Matters Permission and the Specification and shall have offered to transfer the Reserve Community Building Land and Community Building to the Council on the terms and conditions set out in the terms of the model form of transfer in Annex 8 and Part 3 of this Schedule **PROVIDED ALWAYS** that the Council may grant a lease of the Community Building to any community organisation or body on terms whereby the Community Building shall be maintained in reasonable condition and fit for purpose having regard to the age of the premises and available on payment of reasonable charges to all members of the public including the residents of the Development for community use
- 2.5 Unless otherwise agreed in writing by the Council and save as provided for in the model form of transfer in Annex 8 there shall (save as necessary to serve the Reserve Community Building Land) be no Services or Service Media in on under or over the Reserve Community Building Land (including for the avoidance of doubt any 11kv electricity cable lines and supports)

Part 3 : Terms and Conditions of Transfer of the Community Building and Reserve Community Building Land

- 3 The provisions of Annex 13 shall apply to any transfer of the Community Building to the Council and the transfer shall be substantially in accordance with (and on terms no more onerous than the model form of Transfer contained Annex 8)



SCHEDULE 6

ON-SITE OPEN SPACES (other than the Dual Use Land and the Primary School Site)

Part 1 : Definitions relating to the Open Spaces

- 1.1. "Category 2 Open Space" means an equipped children's play space described as category 2 open space as defined in paragraph 10.66 of the South Gloucestershire Local Plan adopted in 2006 plus the Play Trail
- 1.2. "Category 3 Open Space" means an unequipped children's play space described as category 3 open space as defined in paragraph 10.66 of the South Gloucestershire Local Plan adopted in 2006
- 1.3. "Certificate A" shall mean the certificate or certificates of completion referred to in Paragraphs 1.4 1.5 and 1.10 of Part 2 of this Schedule
- 1.4. The "Commuted Sum" shall mean the sum referred to in Paragraph 1.13 of Part 2 of this Schedule
- 1.5. "Dog Bins" shall mean the provision and installation of 24 no. JRB Gladiator Dog Waste Bins to serve the Development or other type or number of bins to be agreed by the Council
- 1.6. "Incidental Open Spaces" shall mean those areas of land identified after the date of this Agreement which the Owners and/or Developers proposes and the Council agree should be laid out as open space for public use
- 1.7. "Informal Open Space" shall mean open space that provides for informal recreation which falls outside the definition of Category 1 2 or 3 Open Space
- 1.8. The "Landscaping Maintenance Period" shall mean a period or periods of a minimum of twelve months from the date of signing-on of Certificate A but if at the end of that period the Director of Community Services forms the view that he cannot sign-off Certificate A the Landscaping Maintenance Period shall include such further period as shall elapse until the signing off of Certificate A and the transfer of the Open Space/s Incidental Open Space/s
- 1.9. "Landscape Management and Maintenance Plan" a plan for the future maintenance and upkeep of the Open Spaces and any Incidental Open Spaces and Water Infrastructure to be submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)

- 1.10. The "Landscaping Scheme" shall mean the scheme referred to in Sub-Paragraph 1.2 of Part 2 of this Schedule for the provision of the hard and soft landscape features of the Open Spaces
- 1.11. The "Landscaping Works" shall mean the works specified in the Landscaping Scheme
- 1.12. "Landscaping Works Bond" means a bond strictly in accordance with the form set out in Annex 16 relating to the obligations to lay out the Open Spaces under this Schedule
- 1.13. "LAP" means an unequipped local area of children's play meeting NPFA requirements which shall allow children to safely play run about games and shall have a minimum activity zone of 100sq.m. encouraging informal play and interaction containing demonstrative features rather than formal play equipment and needs to contain informal seating for parents and carers but not traditional bench-style seats
- 1.14. "LEAP" means a Local Equipped Area for Play that is designated and equipped for children of early school age meeting the NPFA requirements and using only steel play equipment and completed maintained inspected to RoSPA guidelines and accessible for public use
- 1.15. "Litter Bins" means the provision and installation of 24 no. Earth Anchors Sentinel lidded bins to serve the Development or other type or number of bins to be agreed by the Council
- 1.16. "Management Company" means either:
- 1.16.1. a company established by the Owners for inter alia the management and maintenance of Open Spaces; or
- 1.16.2. an established company or body experienced in the management and maintenance of open spaces details of which shall have been submitted to and approved by the Council prior to any transfer of land to it
- 1.17. "Public Maintenance Bond" means a Bond strictly in accordance with the form set out in Annex 16 relating to the management and maintenance obligations following any election under Sub-Paragraph 1.6.1 of Part 2 of this Schedule
- 1.18. "NEAP" means a Neighbourhood Equipped Area of Play of at least 1500 square metres designated and equipped mainly for older children but with opportunities for play for younger children too meeting the NPFA requirements and using only steel play equipment all to be completed maintained inspected to RoSPA guidelines and accessible for public use
- 1.19. "NPFA" shall mean the National Playing Fields Association

- 1.20. The "Open Space(s)" shall mean those parts of the Application Land equating to approximately Fifty Six Thousand Seven Hundred Square Metres (5.67 Ha) in the approximate positions shown on the master plan forming part of the planning application to be set aside for public use as open space and/or recreational and/or other related purposes as defined in the Landscaping Scheme and plan attached thereto and to be either privately maintained or transferred in accordance with Paragraph 1.6 of Part 2 of this Schedule and the expressions "Open Spaces" or "Open Space" shall for the avoidance of doubt include any area of Surface Water Infrastructure Informal Open Space or Incidental Open Space
- 1.21. Open Space Transfer means a transfer in the form contained in Annex 5
- 1.22. "Play Trail" means a circular route linking spaces and footpaths within the Application Land and containing (15) items or areas of playful environments to be laid out in accordance with Play Trail Details approved by the Council
- 1.23. "Play Trail Details" means the detailed specification and proposals for the phased implementation of the Play Trail
- 1.24. "Private Maintenance Bond" means a Bond strictly in accordance with the form set out in Annex 16 relating to the private management and maintenance obligations following any election under Sub-Paragraph 1.6.2 or 1.6.3 of Part 2 of this Schedule
- 1.25. "RoSPA" shall mean the Royal Society for the Prevention of Accidents
- 1.26. "Site Compound" means any area used for siting offices toilets fuel tanks cabins storage containers the storage of materials and the construction of temporary roads and hardstandings
- 1.27. "Surety" shall mean a bank or other reputable financial institution who shall have confirmed to the Council that the Landscaping Works Bond Public Maintenance Bond or Private Maintenance Bond (as appropriate) is acceptable to the Surety prior to the provision of such a Bond and also shall be approved by the Council prior to the provision of a Landscaping Works Bond a Public Maintenance Bond or a Private Maintenance Bond (as appropriate) PROVIDED THAT once the Council have approved a Surety the Owners and Developers shall be entitled to assume that such Surety will continue to be acceptable to the Council unless the Council has informed it/them to the contrary in writing
- 1.28. "Surface Water Infrastructure" means those parts of Open Spaces that include watercourses and/or on which the Owner and/or the Developer have or propose to carry out the laying out construction and implementation of surface water retention surface water drainage land drainage surface water attenuation/retention/ balancing or flood

storage drainage works apparatus pipes and culverts and equipment and/or control facilities and devices listed in Annex 15 and for the avoidance of doubt any underground storage features are excluded from this definition and shall not form part of the Open Spaces PROVIDED THAT a further Commuted Sum is paid in accordance with paragraph 1.13.2 to Part 2 of this Schedule and PROVIDED FURTHER THAT any engineering report required for such watercourse listed in Annex 14 is submitted to and to be approved in writing by the Director of Community Services (such approval not to be unreasonably withheld or delayed)

- 1.29. The "Tudorseed Index" shall mean the Index relating to the provision and maintenance of the Open Spaces and the maintenance of the above ground Surface Water infrastructure and Installations based on the Updating Percentages published by Tudorseed Construction for the Schedule of Rates for Grounds Maintenance 1987

Part 2 : Covenants relating to the Open Space and Incidental Open Space

1 Scheme Approved

- 1.1. The Open Space shall include 4,154 square metres of Category 2 Open Space plus a Play Trail and a minimum of 12,330 square metres of Category 3 Open Space and Informal Open Space
- 1.2. No Development other than Infrastructure Services and Service Media Site Compounds and those matters referred to in the proviso to the definition of Commencement of the Development shall take place on any part of the Open Space land until the Landscaping Scheme for that part of the Open Space land and the related Landscape Management and Maintenance Plan for that part shall have been submitted to and approved in writing by the Local Planning Authority (such approval not to be unreasonably withheld or delayed) and these works shall thereafter be carried out managed and maintained as approved (and for the avoidance of doubt any Surface Water Infrastructure that forms part of Open Space as defined in the Landscaping Scheme or forms part of the Incidental Open Space will be subject to an independent engineers report procured and paid for by the Owners and Developers and which shall be subject to approval by the Environment Agency pursuant to section 23 of the Land Drainage Act 1991)
- 1.3. The Owners and Developers shall ensure that any Open Spaces used as a Site Compound(s) shall not be within 10 metres of the canopy of an existing tree or hedge and shall be cleared of all materials debris waste and equipment and contaminated soil and relieved of all compaction which would prevent its beneficial use as Open Space to the reasonable satisfaction of the Council leaving the land in a condition suitable for use as Open Space provided that if the Open Space is used as a site compound the Developer must provide a report by a specialist soil engineer which specialist to be approved by the Council as to the condition of the land upon cessation of its use as a

site compound and such report must confirm that the land is not contaminated or compacted so as to prevent its beneficial use as Open Space and further the Council requires the opportunity to inspect the land prior to conversion into its required condition for legal transfer. All compaction or contamination which is certified as preventing its beneficial use as Open Space and will need to be remedied to the reasonable satisfaction of the Council, with damaged/contaminated materials/soil removed and replaced as necessary

Landscaping Works

1.4. The Owners and Developers shall commence the Landscaping Works in accordance with the timetable agreed as part of the Landscaping Scheme and complete each Phase of the Landscaping Works in accordance with this paragraph to the satisfaction of the Director of Community Services in accordance with the timetable agreed in the Landscaping Scheme and which shall provide for the following:

1.4.1. A programme of implementation (which has particular regard to the safety of the users of the Open Space and the dangers of open spaces in close proximity to active building operations) relating to Dwelling occupations of each Phase of the Development requiring the completion of the laying out of areas of Open Space within those Phases (excluding for the avoidance of doubt the Dual Use land and the Primary School Site) by agreed thresholds of Dwelling occupations (and the Council hereby grants the Owners and their successors the rights to enter onto any land in its ownership or control (whether as public highway or otherwise in order to carry out the Landscaping Scheme and to lay out any areas of Open Space Incidental Open Space or Water Infrastructure)) and which shall in relation to each such Phase include:

- (a) any NEAP within that Phase
- (b) any LEAP within that Phase
- (c) any LAP within that Phase
- (d) any area(s) of Category 3 or Informal Open Space(s) to be provided within that Phase
- (e) any part of the Play Trail falling within that Phase
- (f) The provision of sufficient Litter and Dog Bins within that Phase to serve the Development in locations to be agreed with by the Council

and which areas of Open Space shall following the signing-on of Certificate A be made accessible for public use and directly accessible allowing entry and egress of plant and materials from any publicly owned land or public highway land to maintain the same

1.5. Signing-On of Certificate A (Completion of the Landscaping Works)

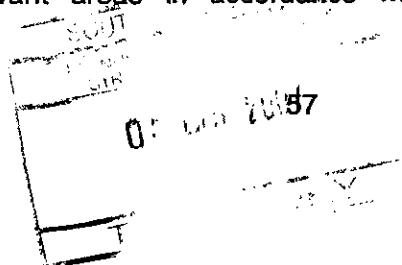
Upon completion of any part of the Landscaping Works the Owners and Developers shall give to the Director of Community Services written notification to that effect and upon the Director of Community Services confirming on inspection that they are in accordance with the approved Landscaping Scheme and have been satisfactorily completed he shall sign-on Certificate A to that effect with appropriate reductions in the bond relating to the Landscaping Works which the Director of Community Services may agree

1.6. Following the signing-on of the first Certificate A in respect of any part of the Open Spaces under Sub-Paragraph 1.8 of this Schedule the Owners and Developers shall elect to either:-

1.6.1. offer to transfer the Open Spaces to the Council as confirmed by the signing-off of Certificate A on a phased basis in accordance with the terms of Sub-Paragraph 1.12 and Part 3 of this Schedule (in which case the provisions of Sub-Paragraphs 1.7 to 1.18 of this Schedule and Paragraph 1 of Part 3 of this Schedule shall apply and Sub-Paragraphs 1.19 and 1.20 of Part 3 of this Schedule shall not apply); or

1.6.2. manage and maintain the Open Spaces in accordance with the Landscape Management and Maintenance Plan and offer to grant Open Space Options to the Council in respect of each area of Open Space as and when a signing-on of Certificate A is issued in respect of each such area of land such offers to be made no later than 28 days after the related signing-on Certificate A for each such area of Open Space land has been issued (in which case the provisions of Sub-Paragraphs 1.8, 1.9, 1.15, 1.16, 1.19 and 1.20 of Part 2 of this Schedule shall apply and Sub-Paragraphs 1.7, 1.10 to 1.14, 1.17 and 1.18 of Part 2 of this Schedule and Paragraph 1 of Part 3 of this Schedule shall not apply) PROVIDED ALWAYS THAT the occupiers of Affordable Dwellings shall not be required to contribute towards the management and maintenance of the Open Spaces; or

1.6.3. transfer the Open Spaces or the obligation to manage and maintain them to a Management Company (which for the avoidance of doubt shall have been previously approved in writing by the Council) which shall manage and maintain the relevant areas in accordance with the Landscape Management and



Maintenance Plan and offer to grant Open Space Options to the Council in respect of each such area of land such offers to be made no later than 28 days after the related signing-on Certificate A for each such area of Open Space land has been issued (in which case the provisions of Sub-Paragraphs 1.8, 1.9, 1.15, 1.16, 1.19 and 1.20 of Part 2 of this Schedule shall apply and Sub-Paragraphs 1.7, 1.10 to 1.14, 1.17 and 1.18 of Part 2 of this Schedule and Paragraph 1 of Part 3 of this Schedule shall not apply) PROVIDED ALWAYS THAT the occupiers of Affordable Dwellings shall not be required to contribute towards the management and maintenance of the Open Spaces

and the Owners or the Developers shall inform the Council in writing of its election within 28 days of the signing-on of the first Certificate A (failing which notification the Owners and Developers shall be deemed to have made an election in accordance with Sub-Paragraph 1.6.1 above)

1.7. Landscaping Maintenance Period

Following the signing-on of Certificate A the Owners and Developers shall maintain the Open Spaces and if appropriate the Incidental Open Spaces for the Landscaping Maintenance Period and make good any defects arising within the Landscaping Maintenance Period to the satisfaction of the Director of Community Services

1.8. Replacement of trees and shrubs and other plants

In addition to the obligations under paragraph 1.4 above if during a period of two years after the signing-on of Certificate A for any area of Application Land containing any tree or shrub or other plants forming part of the Landscaping Scheme such tree or shrub should for any reason die or be removed or felled the Owners and Developers shall to the satisfaction of the Director of Community Services replace that tree or shrub with another of the same or other similar species specified by the Director of Community Services during the next planting season

1.9. Existing hedges and trees

The Owners and Developers or their appointed agents shall not remove any existing hedges or fell any existing trees prior to the approval of or other than in accordance with the Landscaping Scheme

1.10. Signing-off of Certificate A (Completion of Landscaping Maintenance Period)

At the end of the Landscaping Maintenance Period the Owners and Developers shall give to the Director of Community Services written notification that the Landscaping Maintenance Period has expired and subject to the Director of Community Services being satisfied on inspection that the Open Spaces are in accordance with the

approved Landscaping Scheme and have been satisfactorily maintained and following the signing-off of Certificate A by the Director of Community Services to that effect and the legal transfer being completed the Council or its nominee shall take over the maintenance of the Open Spaces

1.11. For the avoidance of doubt if the Director of Community Services does not sign-off Certificate A the Owners and Developers shall remain responsible for and hereby covenants to ensure the proper maintenance of the Open Spaces and the Landscaping Maintenance Period shall be extended until such time as Certificate A has been signed-off and any legal transfer has been completed

1.12. **Transfer of the Open Spaces**

Not to occupy more than 90% of the Dwellings comprised in the Development until either:

- 1.12.1. (a) an election shall have been made under Sub-Paragraph 1.6.1; and
- (b) the Open Spaces shall have had the benefit of signing-off Certificates; and
- (c) duly executed transfers of all the Open Spaces in accordance with the terms and conditions of Annex 13 and Part 3 of this Schedule shall have been unconditionally delivered by the Owners and Developers to the Council for completion;

OR

- 1.12.2. an election shall have been made under either Sub-Paragraph 1.6.2 or 1.6.3 of Part 2 of this Schedule

1.13. **Commuted Sum**

Commuted Sums for Future Maintenance of Open Spaces

- 1.13.1. The Owners and Developers shall pay to the Council upon (or at the Owners' sole discretion) before the date of the transfer of any part of the Open Spaces to the Council and in accordance with the formula below to calculate that part of the Commuted Sum due and payable as a contribution towards the future cost of maintenance of the (Categories 2, 3 and Informal Open Space) Open Spaces PROVIDED THAT for the avoidance of doubt that the Commuted Sums payable under Sub-Clauses 1.13.1 do not cover the future costs of maintenance of any Surface Water Infrastructure or any Public Art which may be located on the Open Spaces in respect of which no Commuted Sum is payable in relation to the future

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maintenance of Surface Water Infrastructure are expected to remain the responsibility of the Owners and Developers in accordance with Schedule 1 and FURTHER PROVIDED that if the transfer of the Open Spaces are to be transferred in phases and the following formula will apply to calculated that part of the Commuted Sum due and payable:-

$$A \times B = C$$

Where:-

A = area of land to be transferred (square metres)

B = £21.43 per square metre of Open Space

C = commuted sum payable in respect of the relevant area of Open Space

Commuted Sums for Water Infrastructure to be taken over and maintained by the Council

1.13.2. The Owners and Developers shall pay to the Council before or upon the date of the transfer of any Surface Water Infrastructure a commuted sum in accordance with the following formula:

$$(A \times B) + C = D$$

Where:-

A = The amount in square metres of Surface Water Infrastructure

B = £6.41 per square metre of Surface Water Infrastructure area

C = Cost of the type of Surface Water Attenuation Installation as listed in annex 15

D = Additional Commuted Sum payable in respect of the relevant Surface Water Infrastructure

1.14. Index-linking of Commuted Sums

1.14.1. The commuted sum due and payable for the maintenance of the Open Spaces and the above ground Surface Water infrastructure and Installations (having been calculated at June 2007 prices) shall if not paid on the date hereof be increased or decreased in accordance with any increase or decrease in the Tudorseed Index between that date and actual payment

1.14.2. The commuted sums due and payable shall if not paid on the date hereof be index linked meaning that: they shall be adjusted by the percentage (if any) by which the Index shall have changed between its last publication immediately prior to the date of the Agreement and the date of its last publication immediately prior to the date of payment of the relevant commuted sum

1.14.3. When the most recent Index figure which shall have been published as at the date of any payment is a forecast or provisional Index figure rather than a final figure then the amount of any Contribution shall be adjusted by reference to that most recent published forecast or provisional index figure prior to the date of payment

1.14.4. Where the Index ceases to be published then the sum to which that original Index was to be applied shall have the original Index applied to it up to the date on which the original Index is last published and the sum as so recalculated as at that date shall thereafter be subject to indexation based on the nearest equivalent index as may be agreed between Muben/Crest and the Council or in the absence of agreement such index as may be determined on the reference of Muben/Crest or the Council in accordance with the provisions of Clause 17 of this Agreement

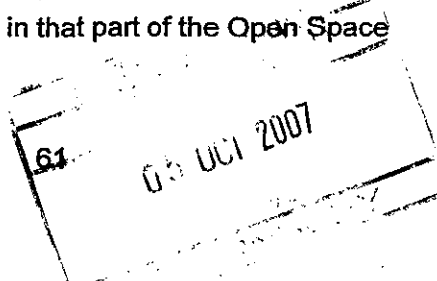
1.15. Creation of Rights

The Owners and Developers shall not following the date of this Agreement create or grant any rights easements quasi-easements or privileges over the Open Spaces which might in any way affect the use of or the access to the Open Spaces as envisaged under this Agreement **PROVIDED ALWAYS** that nothing in this Agreement shall prevent the Owners/Developer from granting and reserving the rights and easements to lay maintain repair divert connect to and use Infrastructure Services and Service Media or any of the other works/matters rights and easements referred to in Clause 13.4.1 of the Open Space Transfer in on under across or over any part of the Open Spaces or from carrying out any such works

1.16. Failure to perform - Obligation of Surety in Relation to Laying Out of Open Space

Before commencing any part of the Landscaping Works or the Development the Owners and Developers shall in relation to that part enter into a Landscaping Works Bond or Bonds in the form annexed hereto as contained in Annex 16 with a Surety for an amount equal to the product of the following calculation:

£1,250,935 - divided by 56,700 multiplied by the number of square metres of Open Space land comprised in that part of the Open Space



in respect of the laying out of that part of the Open Spaces to the effect that if the Owners and Developers defaults in any way in carrying out its obligations under this Schedule then the Council may demand the sum of money necessary to remedy the default from the Surety and the Surety shall pay such sum to the Council within five working days PROVIDED THAT if the Landscaping Works are not completed within one year of the date of the Landscaping Works Bond or bonds a further bond or bonds shall be entered into for a revised amount being the amount by which the cost of the Landscaping Works has increased or decreased by reference to the Tudorseed Index and the existing Landscaping Works Bond or bonds shall be released and on each anniversary of the date of this Agreement until the Landscaping Works have been completed and evidenced by the signing-off of a Certificate A the Landscaping Works Bond or Bonds shall be renewed in accordance with the provisions of this paragraph

1.17. Where the Owners and Developers shall have elected or are deemed to so have elected under Sub-Paragraph 1.6 to offer to transfer the land to the Council then the Landscaping Works Bond referred to in Sub-Paragraph 1.16 above shall be automatically discharged upon the later of the signing-on of Certificate A or the date of any such election

1.18. Failure to Maintain - Obligations of Surety

1.18.1. Where the Owners and Developers shall have elected under Sub-Paragraph 1.6.1 to offer to transfer the Open Spaces to the Council then the Owners and Developers shall on the date of such election in relation to the management and maintenance of that part enter into a Public Maintenance Bond or Bonds with a reputable surety approved beforehand by the Council for an amount equal to the product of the following calculation:

£1,250,935 - divided by 56,700 multiplied by the number of square metres of Open Space land comprised in that part of the Open Space

in respect of the management and maintenance of that part of the Open Spaces to the effect that if the Owners and Developers defaults in any way in carrying out its obligations under this Schedule then the Council may demand the sum of money necessary to remedy the default from the Surety and the Surety shall pay such sum to the Council within five working days PROVIDED ALWAYS that the relevant Public Maintenance Bond shall be immediately and automatically discharged on the latest of the signing-off of Certificate A the transfer of the Open Space to which it relates and the payment of any related Commuted Sum as confirmed by the Council in writing

1.19. Where the Owners shall have elected under Sub-Paragraph 1.6.2 or 1.6.3 to maintain the Open Spaces then the Landscaping Works Bond referred to in Sub-Paragraph 1.16

above shall be automatically discharged upon the later of the signing-on of each Certificate A or the date of any such election PROVIDED ALWAYS that a Private Maintenance Bond in a sum equal to the product of the following calculation:

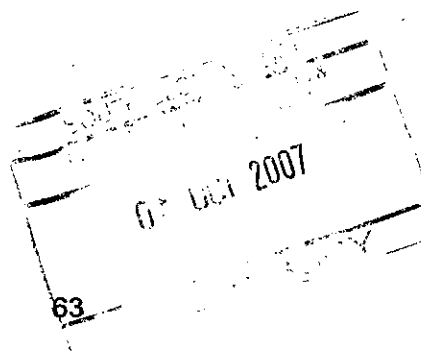
£1,375,000 divided by 56,700 multiplied by the number of square metres of Open Space land the subject of the election

shall have been delivered to the Council in order to secure the first fifteen years management and maintenance of the relevant part of the Open Spaces ("the Private Maintenance Bond") the Private Maintenance Bond may either be in the form of a 15 year Bond or a series of bonds renewed every 5 years which in either case will automatically reduce by an amount equal to 6.5% of the initial bond sum on the 1st and upon each of the subsequent 13 anniversaries of the initial delivery of the first Private Maintenance Bond and which shall be automatically discharged on the 15th anniversary of its delivery

- 1.20. Where the Owners and Developers shall have elected to maintain the Open Spaces or elected to transfer the Open Spaces or an obligation to manage and maintain them to a Management Company then the occupiers of Affordable Dwellings shall not be required to contribute towards the management and maintenance of the Open Spaces

Part 3 : Terms and Conditions of Transfer of any of the Open Spaces and Incidental Open Spaces to the Council

1. The provisions of Annex 13 shall apply to any transfer of the Open Spaces to the Council and the transfer shall be substantially in accordance with (and on terms no more onerous than the model form of Transfer contained Annex 5)



SCHEDULE 7

FUNDING OF PUBLIC ART WITHIN THE DEVELOPMENT

Part 1 : Definitions relating to Art.

1. In this Schedule the words below shall mean as follows:-
 - 1.1. "Public Art Contribution" means the sum of £44,000 (Forty Four Thousand Pounds) to be used by the Owners and Developers in order to implement the Public Art Plan
 - 1.2. "Public Art Plan" shall mean the strategy for the provision of an integrated programme of artwork within the Development to be prepared by a professional consultant or leading artist appointed in agreement with the Director of Community Services or his representative and to be funded at the Owners' expense and submitted at the Owners and Developers expense to the Director of Community Services for comment prior to the submission of the first Reserved Matters Submissions and thereafter the Owners Muben and Crest and the Council shall use all reasonable endeavours to agree the said plan prior to Commencement of Development The strategy shall include details for the commissioning and incorporation of art and craft works as an integral part of the Development

Part 2 : Covenants relating to Art.

- 1.3. The Owners and Developers shall use all reasonable endeavours to agree the Public Art Plan prior to Commencement of Development
- 1.4. The Owners and Developers shall implement the approved Public Art Plan throughout the Development Provided That the Owners shall not be required to spend more than the Public Art Contribution and once spent or paid to the Council under paragraph 1.6 below the covenants and obligations in this Schedule 7 other than paragraph 1.5 below shall automatically lapse and be of no further force and effect
- 1.5. Upon the reasonable request of the Council the Owners and Developers shall account to the Council for such sums as have been expended in carrying out the Public Art Plan
- 1.6. If at the expiry of 8 years from the date of this Agreement any part of the Public Art Contribution has not been expended the unexpended part shall be paid to the

Council to be applied in accordance with paragraph 1.1 of Part 2 to this
Schedule

05 OCT 2007
PROPERTY

SCHEDULE 8

RESIDENTIAL TRAVEL PLAN

The Owners and Developers shall prior to the occupation of any Dwelling prepare and submit a residential travel plan for approval by the Council, such approval not to be unreasonably delayed or withheld which shall include but not necessarily be limited to the following:

1. Travel packs (prepared at the Owners' sole cost) for the first residential occupants of each Dwelling containing information regarding public transport links to the Application and Land information concerning a car club and schematic map of pedestrian and cycle routes in the Locality
2. Establishment of a car sharing register
3. Setting up a neighbourhood website including travel plan information and an electronic car sharing register and promoting the use of internet access from home by providing information on internet services and service providers to the first residential occupants of each Dwelling
4. Erection of a community notice board in a prominent location within the Development
5. Distribution of information as to bus and train timetables through inclusion of such information on the neighbourhood website
6. Identification of a member of the Owner's sales staff as a designated travel plan co-ordinator with specific responsibility for travel plan matters
7. Establishment of the travel plan steering group involving local residents sales staff a representative of the Owners and a representative of the Council
8. Establishment of a travel plan fund with an endowment of £50,000 (Fifty Thousand Pounds) paid by or on behalf of the Owners into a separately identified interest earning bank account managed by the travel plan steering group (and for the avoidance of doubt the cost of preparing and distributing travel packs under paragraph 1 above shall be borne by the Owners and no part of the travel plan fund shall be applicable to the preparation and distribution of travel packs)

05 OCT 2007

SCHEDULE 9

LOCAL CENTRE

Covenants relating to the Local Centre

1. The Owners and Developers will reserve and set aside land for a local centre (the "Local Centre") within the Development - the location and extent of which shall be based on that shown as such on the master plan forming part of the Planning Application as qualified by Reserved Matters Approvals.
2. Prior to the Reserved Matters Submissions for any Dwellings the Owner shall submit to the Council for approval an illustrative plan ("the Concept Plan") indicating the proposed range and broad distribution of services and facilities within the Local Centre and which shall also include an indicative timetable for the delivery of the Local Centre.
3. Not to occupy any Dwelling until the Concept Plan shall have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
4. The precise details of the Local Centre shall be determined by reference to Reserved Matters Approvals based on an approved Concept Plan.
5. The size of the Local Centre shall not unless otherwise agreed by Council exceed 1.58 hectares.
6. Following construction of the Local Centre the Owners and Developers shall employ reputable agents to market it.
7. The location and extent of the Local Centre shall be based upon that shown on the said master plan as qualified by the Concept Plan and any Reserved Matters Approvals or future planning permission.
8. The range of uses within the Local Centre shall be limited to uses approved under paragraph 2 above.
9. Nothing in this Agreement shall prevent the owners from submitting amended or alternative Concept Plans for the Local Centre from time to time having regard to changes in retail patterns trends and practices operator and consumer requirements the results of any marketing or market research viability sound land use planning and other material considerations and for the avoidance of doubt any amended or alternative Concept Plan shall be submitted for approval by the Council in accordance with paragraph 3 of this Schedule PROVIDED THAT if an amended or alternative Concept Plan is submitted after the first Reserved Matters Submission for any Dwelling or the Occupation of Dwellings then approval of the said amended or alternative Concept Plan shall not be unreasonably withheld or delayed.

05 OCT 2007

THORNEURY

SCHEDULE 10

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 Site with the intention that the following provisions shall bind the Site and every part of it into whomsoever's hands it may come covenant with the Council that;

Quantum

1.1 33.3% (thirty three point three percent) of the total number of Dwellings constructed pursuant to the Planning Permission (rounded up or down to the nearest whole Dwelling) shall be identified reserved and set aside as Affordable Housing (double counting and overlapping Reserved Matters Approvals excluded);

Distribution

1.2 The location of the Affordable Dwellings shall be in substantial accordance with the approved Affordable Housing Distribution Plan, unless otherwise agreed with the Council.

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 77.25% of the Affordable Dwellings shall be Social Rented Affordable Housing Units (rounded up or down to the nearest whole Dwelling); and

1.5 22.75% of the Affordable Dwellings shall be Shared Ownership Units (rounded up or down to the nearest whole Dwelling);

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 (being 77.25% of the Affordable Dwellings) 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) consisting of:

3.25% 1 bed flats

11.25% 2 bed flats

8.25% 2 bed houses

Affordable Housing Distribution Plan

1.7 At least 4 weeks before the submission of first Reserved Matters Submissions for housing an Affordable Housing Distribution Plan shall be submitted to the Council for its approval. The Affordable Housing Distribution Plan shall:-

1.7.1 indicate the broad distribution of Clusters across the Phasing Plan; and

1.7.2 provide a schedule ("Affordable Housing Schedule") for each Phase outlining the number type mix tenure and numbers of bedrooms of the Affordable Housing and the total number of Market Dwellings proposed for each Phase of the Development which when each Phase has been aggregated shall (unless otherwise agreed in writing) accord with Sub-Paragraph 1.6 of this Schedule

1.8 Prior to or in conjunction with the first Reserved Matters Submission for housing in any Sub-Phase (or part Phase) to submit for approval of the Council the total Dwelling numbers for the Phase of which it forms part and, the distribution and location of the Affordable Housing within each Sub-Phase within that Phase and within each Cluster in that Phase to match the Affordable Housing Schedule agreed in 1.7.2 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 a Schedule identifying the make up of the balance of the Affordable Dwellings contained in the remainder of that Phase) in substantial accordance with the details contained in an approved Affordable Housing Distribution Plan 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 Affordable Housing Distribution Plan initially approved for Council approval from time to time; and where there is any discrepancy between an approved Affordable Housing Distribution Plan 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 consistent with the overall provision for that Phase as identified in paragraph 1.8 above;

Detailed identification at Reserved Matters Approvals Stage

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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 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 60% 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 60% of the Market Dwellings in any Sub-Phase shall be occupied in that Sub-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

Rent Levels

1.16 The rent payable by the occupant of any Social Rented Affordable Housing Units shall be in accordance with Target Rents;

Shared Ownership Units

1.17 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 ;

Social Rented Affordable Housing Units

1.18 Subject to clauses 1 of this Agreement and paragraph 1 of this Schedule the Social Rented Affordable Housing Units shall not be disposed of other than by way of Rental Agreement unless otherwise agreed in writing by the Council ;

Nomination rights

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

1.19.1 in respect of all first lettings of all Social Rented Affordable Housing Units and 50% of all true voids in terms of subsequent lettings of Social Rented Affordable Housing Units the Council shall be given Nomination Rights pursuant to a Nominations Agreement;

1.19.2 in respect of all first lettings of all Shared Ownership Units the HomeBuy Zone Agent shall be given Nomination Rights and the Affordable Housing Provider shall use reasonable endeavours to enter into a nomination agreement with the HomeBuy Zone agent in relation to those Shared Ownership Units

Occupation

1.20 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

1.21 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;

1.22 All Affordable Dwellings shall be built to the Building Research Establishment's Environmental Assessment Method (BREEAM) eco homes "very good" standard or equivalent;

Satisfaction of Affordable Housing Requirement

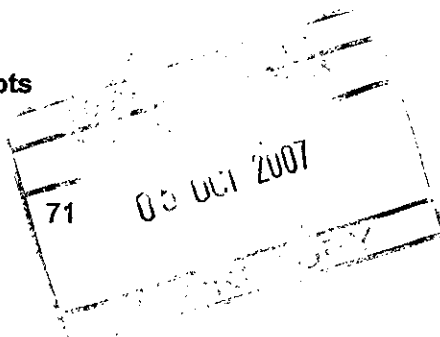
1.23 Once the Affordable Dwellings equating to 33.3% (thirty three point three percent) of the total Dwellings approved pursuant to Reserved Matters Approvals (double counting and overlapping Reserved Matters Approvals excluded) shall have been identified by reference to those approvals then any residual areas of Affordable Housing Land may be developed for Market Dwellings.

1.24 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 and exclusion of liability for payments towards maintenance of public open space

1.25 None of the purchasers tenants or occupiers of an Affordable Dwelling shall be required to make any contribution towards the maintenance of areas of public open space within the Application Land

1.26 **Application Of Staircasing Receipts**



a) On the occurrence of any Staircasing Event relating to an Affordable Dwelling and subject always to the application of paragraphs (b) (c) and (d) below the Affordable Housing Provider (as successor in title to the Owners and Developers) shall (having first deducted an amount equal to X% of the initial outstanding net loan debt attributable to that Affordable Dwelling at the point of first disposal as assessed by the Affordable Housing Provider) (where X equals the additional proportion of the equity in the Affordable Dwelling acquired as a percentage of the unsold equity immediately prior to the Staircasing Event) reserve and set aside the remaining balance of any Staircasing Receipts received in relation to that Affordable Dwelling for the provision of Additional Affordable Housing until an aggregate amount equal to the Subsidy relating to that Affordable Dwelling (as notionally recalculated and carried forward from time to time under paragraph (c) (i) below) shall have been reserved and set aside for such purposes

(b) The provisions of paragraph (a) above shall not apply where there is a statutory or regulatory requirement to account for Staircasing Receipts to any other body;

(c) 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:-

(i) 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 (i) shall be the result of the following calculation in respect of any relevant Affordable Dwelling.

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

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.)

(ii) The Subsidy (as notionally increased) shall then be notionally reduced by the amount of any Staircasing Receipts and the balance carried forward

(iii) On the date of any subsequent Staircasing Event relating to an Affordable Dwelling the Subsidy balance carried forward under (ii) 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 (i) and its Actual Market Value as notified to the Council by the Affordable

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Housing Provider at the date of the subsequent Staircasing Event and the provisions of para 1.26(a) to 1.26(c)(ii) 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 as re calculated and carried forward from time to time in accordance with paragraph (c) above shall have been set aside for the provision of Additional Affordable Housing as set out on (a)above; or

(ii) the final Staircasing Event (leaving the Shared Ownership Lease lessee owning a 100% freehold or leasehold share) has occurred and the Subsidy is recalculated in accordance with the provisions above in (a) and (c) if the final Subsidy balance as recalculated in accordance with Sub-Paragraphs (c) (i) to (c) (iii) is greater than the balance of the Staircasing Receipt to be used reserved and set aside for Additional Affordable Housing identified in a) there will be no requirement to carry forward the Subsidy balances following this final Staircasing Event.

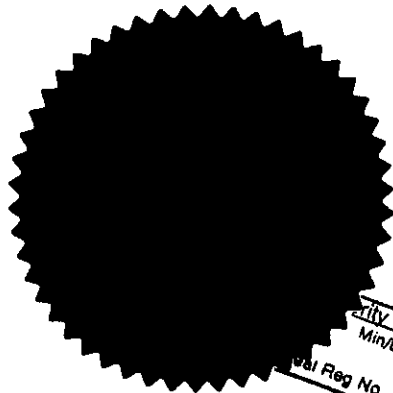
Then in either such case this paragraph 1.26 shall be deemed satisfied and there shall be no requirement to reserve and set aside any further Staircasing Receipts (or part thereof) under paragraph (a)and (c) above

05 JUL 2007

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:

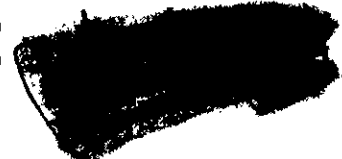

Head of Legal and Democratic Services
Group Manager




City for Sealing
Min/Del Power
Local Reg No. 11649

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


Victoria H &
51 Victoria St
Bristol

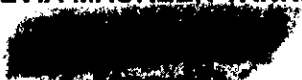


SIGNED AS A DEED BY)
STEPHEN FRANCIS LAURIE SMAILES in the)
presence of:)


Victoria H &
51 Victoria St
Bristol

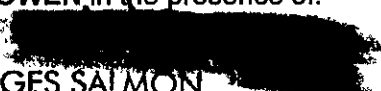


SIGNED AS A DEED BY)
SYLVIA MAUREEN TANNER in the presence of:)


PORTER DODSON
SOLICITORS
15 HIGH STREET
WELLINGTON




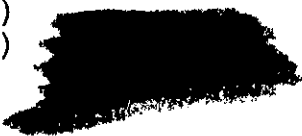
SIGNED AS A DEED BY)
SOMERSET TA 21 8QR)
SIMON RICHARD OWEN in the presence of:)


BURGES SALMON
LLP
NARROW QUAY HOUSE
NARROW QUAY
BRISTOL
BS1 4AH




SIGNED AS A DEED BY)
JAMES NEIL HAYWARD COUNSELL in the)
presence of:)


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




3036
PLANNING
05 Oct 2009

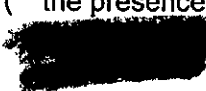
(SIGNED AS A DEED BY
(MELVYN STANLEY DYER in the presence
(of:


Osborne Clarke
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
DX7818 Bristol

(SIGNED AS A DEED BY
(SARA ROSALINE MAYSIE DYER in the
(presence of:



Osborne Clarke
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
DX7818 Bristol

(SIGNED AS A DEED BY
(JAMES NEIL HAYWARD COUNSELL in
(the presence of:



Tel: 0117 917 3000

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

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


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

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



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

05 OCT 2007

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

) [Redacted]
) [Redacted]

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

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

)
)
)
)

Director

[Redacted signature]

Director/Secretary

[Redacted signature]

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

)
)
)
)

Director

[Redacted signature]

Director/Secretary

[Redacted signature]

EXECUTED AS A DEED BY
CREST NICHOLSON (SOUTH WEST)
acting by

)
)
)

Director

[Redacted signature]

Director/Secretary

[Redacted signature]

05 OCT 2000
THORNBURY

[REDACTED]
for WALBROOK DIRECTORS (NO1) LIMITED
[REDACTED]

(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 [REDACTED]

Director/Secretary [REDACTED]

05 OCT 2007

ANNEX 1

COMMUNITY DEVELOPMENT WORKER

SOUTH GLOUCESTERSHIRE COUNCIL

JOB DESCRIPTION

JOB TITLE: COMMUNITY DEVELOPMENT WORKER (HARRY STOKE)

GRADE: H7 POST NO: TO BE DETERMINED

REPORTS TO: TO BE DETERMINED

POST NO: TO BE DETERMINED

DEPARTMENT: COMMUNITY SERVICES DIVISION: COMMUNITIES

1. JOB PURPOSE

To undertake community work with individuals, community groups and agencies to develop appropriate provision and projects for the benefit of the residents of new Harry Stoke development in line with the Council's Strengthening Our Communities priorities.

2. MAIN DUTIES

- (a) To enable the identification of the social, cultural, recreational and learning needs of people in the new Harry Stoke community.
- (b) To initiate and nurture the development of new community groups, regeneration initiatives, research, projects and networks for Harry Stoke residents.

- (c) To promote good equal opportunity practices within the new Harry Stoke community and to take positive steps to counter discrimination however and whenever it occurs.
- (d) To promote and encourage the participation and empowerment of Harry Stoke residents in community decision making, regeneration and community learning initiatives.
- (e) To liaise with and work in co-operation with a range of voluntary and statutory agencies across South Gloucestershire and in local neighbourhoods and communities to meet the above objectives.
- (f) To assist the new Harry Stoke community groups to secure appropriate resources.
- (g) To assist in the assessment and monitoring of grant-aided projects and contribute to the development of services commissioned through the voluntary and community sector to benefit the new Harry Stoke Community.
- (h) To assist grant aided community groups and associates in the Harry Stoke Area to support staff employed in a paid or voluntary capacity as agreed with the line manager.
- (i) To advise community groups that benefit the Harry Stoke Community in matters relating to their statutory responsibilities and legal obligations as agreed with the line manager.
- (j) To participate in the planning, development and delivery of training for part time and voluntary community workers and voluntary and community sector organisations in collaboration with relevant partners from within and outside the Council.
- (k) To attend and contribute to appropriate groups and forums within and outside the Council and prepare reports as required in relation to Harry Stoke community development priorities.
- (l) To assist in the management of the Residential Travel Plan.
- (m) To liaise on a quarterly basis with the Developers and their representatives and attend quarterly meetings with the Developers and their representatives.

3. DIMENSIONS

Not applicable.

4. JOB CONTEXT

The Community Development Worker will support and encourage the development of a sustainable community at Harry Stoke based on social justice and mutual respect. Community development works by:-

- Building organisational and community capacity.

05 OCT 2001
 THE COMMUNITY

- Encouraging community participation in consultation and decision-making processes.
- Targeting issues which create disadvantage.
- Initiating the development of appropriate partnerships/networks and disseminating information.
- Facilitating and co-ordinating community activity/actions.
- Responding to development priorities and issue based work at neighbourhood and community level.

Community development work is demand led but informed by the priorities within the Council's Strengthening Communities Strategy and Local Area Agreement.

5. SUPERVISION AND WORK PLANNING

- (a) The post holder will receive general supervision from an appropriate Community Development professional.
- (b) The post holder is expected to work very much on their own initiative within Service plan priorities and the parameters of the project plans with the line manager.

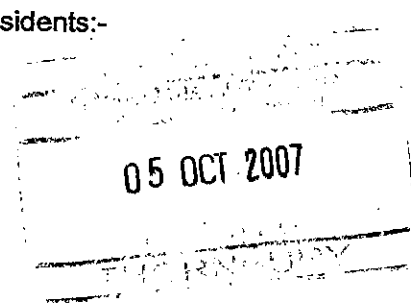
6. PROBLEMS AND DECISIONS

- (a) The post holder will ensure support for a wide range of community development projects and initiatives specifically for the residents of the new Harry Stoke development and they will have to deal with potentially conflicting priorities with the assistance of their line manager.
- (b) The post holder will be providing appropriate support and advice to community groups and associations which can have legal implications and potential for claims against the Council if incorrectly handled.

7. CONTACTS

The post-holder will have contact with the following on a regular basis in relation to the development of community work for the new Harry Stoke residents:-

- Officers and staff in other Council departments
- Members of the community.
- Parish and town councils.
- Voluntary and community organisations and groups



- Elected members
- Other partner agencies including PCT, Police etc.
- Housebuilders at Harry Stoke

8. KNOWLEDGE, EXPERIENCE AND TRAINING

- (a) The post holder must have an appropriate professional qualification or be qualified at NVQ 4 or equivalent level in a relevant discipline e.g. Community Development; social work; youth work; and have at least two years relevant experience of working closely with communities and voluntary groups.
- (b) The post holder will also need to demonstrate the following skills and abilities:-
- Project management
 - Effective organisational skills
 - Excellent communication skills
 - Administrative skills
 - Flexible working
 - Working independently and as part of a team.

9. PHYSICAL EFFORT AND/OR STRAIN

- Working in a normal office environment.
- Other community buildings and facilities.

10. WORKING ENVIRONMENT

- Working in a normal office environment.
- Other community buildings and facilities.

11. EQUIPMENT

Normal office equipment.

12. GENERAL

This job description only contains the main duties relating to this post and does not describe in detail all the duties required to carry them out and there will be an expectation that the post holder will carry out other duties that reasonably fall within the general nature of the level of responsibility of the post provided it is in connection with the Harry Stoke Development.



13. SPECIAL NOTES OR CONDITIONS

This is a fixed term post for 5 years solely to deliver community development for Harry Stoke residents. The post is subject to funding from the Harry Stoke development. The post holder may be required to work outside normal hours and attend evening or weekend meetings.

Date Prepared: June 2007

SOUTH GLOUCESTERSHIRE COUNCIL EMPLOYEE SPECIFICATION

The "Essential Requirements" indicate the minimum requirements and applicants lacking these attributes will not be considered for the post. The "Desirable Requirements" enable the Interviewer to further refine their choice of applicant at short listing and interview stage.

JOB TITLE: HARRY STOKE COMMUNITY DEVELOPMENT WORKER

GRADE: H7

POST NO: to be designated

REPORTS TO: TO BE DETERMINED

POST NO: TO BE DETERMINED

DEPARTMENT: COMMUNITY SERVICES DIVISION: COMMUNITIES

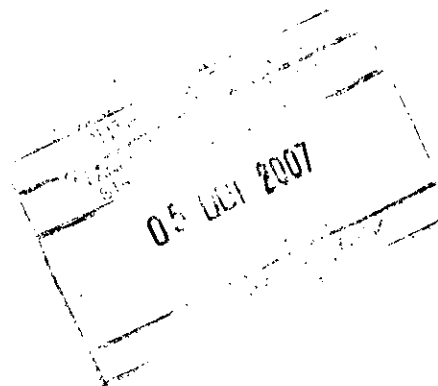
ESSENTIAL

- An appropriate professional qualification or be qualified at NVQ 4 or equivalent qualification in a relevant discipline (e.g. Community Development, social work, youth work and have substantial relevant experience of working closely with communities and voluntary groups).
- Demonstrable knowledge and experience of successful networking, partnership building and project management is essential.
- Experience of working closely with communities and voluntary groups.
- Ability to develop and manage specific projects.

- Open mindedness and acceptance of others, and able to develop working relationships with a range of people.
- Good communication skills which encourage participation and empowerment.
- Commitment to Community Development principles.
- Commitment to the development, understanding and implementation of equal opportunities.
- Ability to organise own work programme.
- Ability to write reports and maintain records.
- Ability to work efficiently and effectively on own and within team.
- Good interpersonal skills and ability to develop good working relationships with staff at all levels.
- Ability to work outside normal office working hours.
- Ability to travel to a variety of locations.

DESIRABLE

- Further relevant qualifications/and or training/study.
- Ability to manage a budget.
- Supervisory experience.



ANNEX 2

ANNEX 1

DRAFT HIGHWAY AGREEMENT

DATED 200

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL (1)

XX INSERT OWNERS NAME XX (2)

XX INSERT DEVELOPERS NAME XX (3)

XX INSERT MORTGAGEE'S NAME XX (4)

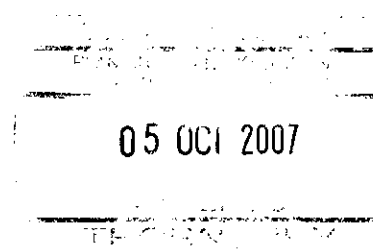
AGREEMENT under Section 106 of the Town and Country Planning Act 1990

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 Angela Harwood

Head of Legal & Democratic Services
The Council Offices
Castle Street
Thornbury
Bristol BS35 1HF
Reference L4/AH/ADEN/PT.3236
P/6325/RM Annex () 11 May 07

(Note The Owner's/Developers' attention is drawn to the Council's Practice/Procedure Note on Section 106 Agreements)



THIS AGREEMENT is made the day of two thousand and

BETWEEN

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL of The Council Offices Castle Street
Thornbury South Gloucestershire BS35 1HF ("the Council") of the first part

XX INSERT OWNERS NAME XX whose registered office is at XX Insert Owner's Registered
Office XX ("the Owner") of the second part

XX INSERT DEVELOPERSS NAME XX whose registered office is at XX Insert Developerss
Address XX ("the Developers") of the third part and

XX INSERT MORTGAGEE'S NAME XX whose registered office is at XX Insert Mortgagee's
Address XX ("the Mortgagee") of the fourth part

INTERPRETATION

In this Agreement unless the context indicates otherwise:-

1. Any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title and in the case of any local authority shall also include any successor in function
2. Any covenants obligations or other commitments given by more than one party shall be joint and several
3. Where the Owners and Developers is not a body corporate then neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers
4. The headings throughout this agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement

DEFINITIONS

The words and expressions below shall mean as follows:-

- 1.1 The "Act" shall mean the Town and Country Planning Act 1990 and that and any other reference to the Act shall include any amending or replacing legislation for the time being in force
- 1.2 The "Application Land" shall mean the land situate at Harry Stoke, Stoke Gifford, Kingswood in South Gloucestershire shown edged red on Plan Number 1 in respect of which the Owners and Developers has made the Planning Application
- 1.3 The "Director" shall mean the Council's Director of Planning Transportation and Strategic Environment for the time being or his duly appointed agent
- 1.4 The "Land" shall mean the Application Land and the Highway Dedication Land
- 1.5 The "Mortgage" shall mean a mortgage/legal charge dated the and made between
the Owners and Developers (1) and the Mortgagee (2).

- 1.6 "Plan Number 1" shall mean the plan annexed to this Agreement and numbered 1
- 1.7 "Plan Number 2" shall mean the plan annexed to this Agreement and numbered 2
- 1.8 The "Planning Application" shall mean the application made by the Owner / Developers to the Council (reference number PT06/1001/O) for planning permission to develop the Application Land by residential development on 39.57 hectares of land with infrastructure public open spaces and ancillary facilities and shall include any application relating to the Application Land which in the reasonable opinion of the Director is substantially similar to the Planning Application
- 1.9 The "Planning Permission" shall mean the permission which may be granted on appeal by the Secretary of State for the Environment Transport and the Regions pursuant to the Planning Application and the "Development" shall mean such development that may be authorised by it or any development which in the reasonable opinion of the Director is substantially similar
- 1.10 The "Section 106 Agreement" shall mean the agreement between the Council (1) [] (2) and [] (3) [] dated and relating to Planning Permission

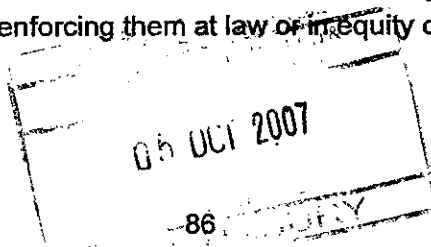
WHEREAS:-

- (1) The Owners and Developers is registered at HM Land Registry as proprietor with freehold title XX Insert Title No [only applicable in so far as land affected is not within public highway]
- XX in respect of the Land subject only to the Mortgage
- (2) By the Mortgage the Land (with other land) was charged by way of legal mortgage to the Mortgagee to secure the principal and other monies mentioned in it
- (3) The Council is the local planning authority for the area in which the Application Land is situated and has entered into the Section 106 which requires that the local highway network is constructed and improved to accommodate the additional traffic likely to be generated by the Development and/or ensure that highway safety is maintained on the local highway network and provides for the parties to enter into this further agreement to secure the Highway Works as set out therein

NOW THIS DEED WITNESSES as follows:

1. STATUTORY POWERS

THIS Agreement will be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act Section 278 of the Highways Act 1980 Sections 111 Local Government Act 1972 and Section 2 Local Government Act 2000 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



2. ENFORCEMENT

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

3. THIRD PARTIES

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

4. SUBSTANTIVE COVENANTS

THE Owners and Developers for and on behalf of itself and its heirs assigns and successors in title with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the Council that it will comply with the covenants contained in the Schedule annexed to this Agreement

5. RIGHT OF ENTRY

IF pursuant to a breach the Council requires to carry out all or any part of the works required under the terms of this Agreement the Owners and Developers and the Mortgagee (if in possession or if a receiver has been appointed) irrevocably authorises the Council and anyone appointed on its behalf (on giving reasonable notice except in the case of an emergency) to enter any part of the Land reasonably required for that purpose

6. CHANGE OF OWNERSHIP

UNTIL the obligations enforceable by the Council have been complied with the Owners and Developers will furnish the Council with full details (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition of all or any part of the Land including the name and address of the person to whom the disposition was made and the nature and extent of the interest disposed of to them within fourteen days of such disposal SAVE THAT in the event of a disposition of any individual dwelling comprising part of the Development this obligation will apply only if the information is specifically requested by the Council

7. WARRANTY

THE Owners and Developers warrants that subject to the approval of the Council as highway authority and the rights granted by this Agreement and confirmation of any necessary traffic regulation or other orders needed in order to carry out the works it is entitled to carry out all the works provided for in this Agreement in under or upon the Land

8. NOTICES

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

9. CONFIRMATION OF INTERESTS

THE Owners and Developers confirms that apart from the parties to this Agreement there are no other persons with any interest (legal or equitable) in the Land or any part thereof *[NB this only applies to land which is not highway]*

10. LOCAL AUTHORITY'S STATUTORY POSITION

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

11. OPERATIVE DATE

SAVE in respect of obligations requiring compliance prior to commencement of Development this Agreement shall not become operative until the commencement of Development which shall be determined by the carrying out of a "material operation" (as defined in Section 56 of the Act)

12. COMMENCEMENT OF DEVELOPMENT

THE Owners and Developers shall give to the Council seven days written notice of its intention to commence the Highway Works PROVIDED that failure to provide the said notification shall not render this Agreement inoperative

13. LEGAL COSTS

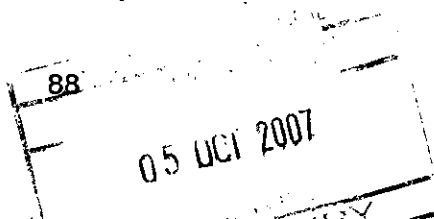
THE Owners and Developers shall pay to the Council on the date hereof its reasonable legal costs incurred in connection with this Agreement

14. INDEMNITY

The Owners and Developers will without prejudice to the Council's statutory and common law powers and rights hold the Council harmless and keep the Council indemnified from and against:

- 14.1 any claim for compensation charge expense or other demand (including any sums which the Council may be required to pay to any statutory undertaker under the provisions of the New Roads and Street Works Act 1991) arising at any time prior to the issue of Certificate No 2 in connection with or incidental to the carrying out or use of the Highway Works or the Development
- 14.2 any charge expense claim for compensation or other demand arising under or in connection with Part 1 or Section 20 of the Land Compensation Act 1973 resulting from the carrying out or use of the Highway Works or the Development and any charge or expense incurred by the Council arising out of any such claim
- 14.3 any claim in connection with or incidental to the carrying out of any works required by this Agreement or

in respect of any other requirement of or covenant with the Council contained in this Agreement PROVIDED ALWAYS THAT any such claim does not arise out of the Act



omission or negligence of the Council and that the Council shall not accept any such claim without first consulting with the Developers and having regard to any representations made by the Developers in relation to the amount and validity of any such claims provided further that upon adoption of the works as public highway and opening the same to public traffic the Developers shall be under no further obligation to the Council save in respect of Part 1 compensation

15. INTEREST

If any sum payable under this Agreement is not paid within fourteen days of the date when it is due then save in the case of a manifest error by the Director in calculating the due sum the Owners and Developers shall in addition to any payment in respect of the sum due pay interest on the sum from the due date until actual payment at the rate of 3% above the base rate from time to time of National Westminster Bank Plc

16. POSITION OF MORTGAGEE

16.1 THE Mortgagee consents to the Owners and Developers entering into this Agreement

16.2 Subject to sub clause 17.3 the Mortgage shall be bound by and take effect subject to this Agreement

16.3 The Mortgagee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the Mortgagee is in possession of or has appointed a receiver or has foreclosed in respect of all or any part of the Land

17. It is hereby agreed and declared that nothing in this Agreement shall prevent the construction of laying repair maintenance diversion connection to and use of services and service media within the Land subject to the works subject to the person carrying out such works first having secured any necessary statutory authorities and the right to lay repair maintain divert connect to and use such services and service media within the land subject to the works is hereby expressly reserved

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

THE SCHEDULE : HIGHWAY IMPROVEMENTS

Part 1 :Definitions relating to Highway Works

1.1 "Certificate No 1" and "Certificate No 2" shall mean the certificates of completion referred to respectively in Paragraphs 12 and 14 of Part 4 of this Schedule

1.2 "Highway Dedication Land" shall mean the land at XX Insert area highway dedication land is in XX shown hatched black on Plan Number 2 or such other area as may be agreed by the Council and the Owners and Developers

1.3 The "Highways Maintenance Period" shall mean a period of twelve months from the date of the issue of Certificate No 1 but if at the end of that period the Director forms the view that he cannot issue Certificate No 2 the Highways Maintenance Period shall include such further period as shall elapse until the issue of Certificate No 2

- 1.4 The " Highway Works" shall mean the works described in Part 3 of this Schedule and shall be treated as if they were street works for the purposes of the New Roads and Street Works Act 1991 and "associated works" shall mean all related works properly required by the Council to assimilate the Highway Works into the existing highway network
- 1.5 The "HMSO Specification" shall mean the "Specification for Highway Works" in force at the time of the execution of the Highway Works published by The Stationery Office and shall where appropriate include any standard specifications or requirements identified by referred to in or incorporated into those specifications
- 1.6 The "Programme" shall mean the programme agreed by the Owners and Developers with the Council for carrying out the Highway Works
- 1.7 The "Safety Audit" shall mean an audit of the safety aspects of the design of the Highway Works which shall be carried out in accordance with the approved procedures of the Institute of Highways and Transportation and the "Auditor" shall mean the auditor approved under Part 4 paragraph 1.2 of this Schedule

Part 2 :Covenants relating to the Highway Works

The Owners and Developers shall :-

- 1.1 [trigger for commencing relevant Highway Works to be taken from the Section 106 Agreement] until he has carried out and substantially completed the Highway Works (to the stage when Certificate No 1 may be issued) at the Owner's/Developers' expense and to the satisfaction of the Council and that in doing so the Owners and Developers will observe the terms and requirements set out in Part 4 of this Schedule
- 1.2 Before commencing any part of the Highway Works enter into a Bond in the form annexed hereto with a reputable surety approved beforehand by the Council for [value of relevant Highway Works as certified by Director] to the effect that if the Owners and Developers defaults in any way in carrying out its obligations under this Schedule then the Council may demand the sum of money necessary to remedy the default from the surety and the surety shall pay such sum to the Council within five working days
- 1.3 Before commencing any part of the Highway Works pay to the Council [supervision fee to be advised by Director] towards the expenses to be incurred by the Council in supervising the execution of the Highway Works
- 1.4 If it commences any part of the Highway Works without producing a Bond in accordance with Paragraph 1.2 of this Part or complying with such alternative arrangements as the Council shall previously have agreed in writing forthwith pay to the Council in cash the amount of the deposit specified in Paragraph 1.2 ("the Deposit") the amount of the supervision fee specified in Paragraph 1.3 (if not already paid) and an additional sum of 10 per centum of both those sums to cover the Council's costs of administration in respect of such payment PROVIDED THAT on the issue of Certificate No 2 the Council shall refund the amount of the Deposit to the Owners and Developers less any costs that the Council may have incurred in carrying out the obligations of the Owners and Developers under this Agreement

05 JUL 2007

- 1.5 Before commencing any part of the Highway Works and without prejudice to the Owner's/Developers' responsibilities as set out in this Agreement submit to the Director for his approval (which will not be unreasonably withheld or delayed) the plan the drawings the Programme and details of the contractor the Owners and Developers proposes to use for the Highway Works
- 1.6 Comply with the provisions of Part III of the New Roads and Street Works Act 1991 and associated codes of practice and co-operate with the Director in the carrying out of his duty to co-ordinate street works
- 1.7 Pay the Council its proper costs in connection with the issue of a substantial street works notice under Section 58 of Part III of the New Roads and Street Works Act 1991 to be notified to the Owners and Developers by the Director
- 1.8 Effect and maintain such insurance as the Council may require with reputable insurers approved beforehand by the Council in respect of any claims arising from the carrying out of the Highway Works and before commencing the Highway Works furnish the Council with certification of the insurance cover in such manner as the Council shall require and if called upon at any time by the Council supply the Council with a copy of the insurance policy and proof that it is in force and such other information relating to the policy as the Council shall reasonably require
- 1.9 Without prejudice to the Council's right to take action under Section 59 of the Highways Act 1980 (or otherwise) either reimburse to the Council the cost of repairing any damage caused to any highway maintainable at the public expense by any traffic arising from the carrying out of the Highway Works or of the Development or alternatively (at the option of the Council) effect such remedial works as may be required by the Director
- 1.10 Before commencing any part of the Highway Works t obtain at the Owner's/Developers' expense any temporary or permanent orders closing or altering any roads bridleways or footpaths which cross the Land or which will be affected by the Development or which may otherwise be required to enable it to be implemented
- 1.11 Pay to the Council its reasonable costs in connection with any traffic regulation orders or consultation procedures required for the Development or the Highway Works and carry out forthwith any consequent physical works including associated works
- 1.12 On substantial completion of the Highway Works (prior to the issue of Certificate No 1) pay to the Council [] as a commuted sum in respect of the traffic signals and signalized pedestrian crossings and comprised in the Highway Works and thereafter the responsibility of the Owners and Developers for such traffic signals and signalized pedestrian crossings shall cease and for the avoidance of doubt the terms "traffic signals" and "signalized pedestrian crossings" shall refer only to the specialist electrical equipment and street furniture associated with the signals and pelican crossings and not to paving kerbing ducting or works of a civil engineering nature (which shall remain the responsibility of the Owners and Developers as part of the Highway Works) until the issue of Certificate 2
- 1.13 If the Highway Works or any part of them fall within the scope of the Construction (Design and Management) Regulations 1994 (SI 1994 No: 3140) comply at all times with those Regulations and with any request by the Director for him to inspect the Health and

Safety file and prior to the issue of Certificate No 2 supply the Director with a copy of the sections of the Health and Safety file which relate to the Highway Works

- 1.14 With effect from the commencement of the Highway Works whichever is the earlier dedicate the Highway Dedication Land to the public for use as a highway for all traffic
- 1.15 If the title to the Highway Dedication Land is registered at HM Land Registry forthwith upon commencement of the Highway Works at its own expense procure that a notice of this Agreement including a reference to this dedication is recorded on that title and that a copy of the Land Registry entries is produced to the Council demonstrating that this has been done
- 1.16 If title to the Highway Dedication Land is not registered at HM Land Registry forthwith procure at its own expense that this Agreement is registered in HM Land Charges Registry and that proof of this is produced to the Council forthwith upon commencement of the Development
- 1.17 Immediately prior to the issue of Certificate No 1 provide the Council with a plan showing the agreed highway boundaries

Part 3: The Highway Works

XX Insert details of the highway works XX

Part 4: Terms and conditions for the execution of the Highway Works

1. SPECIFICATION

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

2. ACCESS

The Owners and Developers shall during the progress of the Highway Works give the Director and anyone duly authorised by him free access to every part of the Highway Works and the site thereof and permit him or them to inspect the same as the Highway Works proceed and all materials used or intended to be used in the Highway Works and shall give effect to any requirements made or direction given by the Director to conform to the approved plans of the Highway Works and their specification

05 OCT 2001

3. FACILITIES

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

4. TESTING OF MATERIALS

4.1 The Director shall have full power without any obligation to do so to test all materials plant and workmanship at the Owner's/Developers' expense to ensure that they comply with the terms of the HMSO Specification or the publications referred to therein

4.2 The Owners and Developers shall forthwith replace or repair any materials plant or works which have been found unsatisfactory

4.3 The Director shall for the purposes of this Agreement be allowed access to the places where materials or plant for the Highway Works may be stored or are in the course of preparation manufacture or use

5. OPENING OF HIGHWAY WORKS

5.1 The Director may issue instructions to the Owners and Developers to open up or expose any work which has been covered up without previously being inspected by the Director

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

5.3 The Owners and Developers shall reimburse to the Council the full cost of any work done by the Council under this paragraph unless the Owners and Developers has first requested the Council to carry out an inspection which the Council has not carried out within five working days of receiving such request and on the Council subsequently taking up or exposing the work in question no defects have been discovered

6. EXISTING STREET FURNITURE

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

7. DIVERSION OF STATUTORY UNDERTAKERS' APPARATUS

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

8. PREVENTION OF MUD BEING CARRIED ON TO THE PUBLIC HIGHWAY

The Owners and Developers shall make provision to the Director's satisfaction at the site of the Highway Works to prevent mud and other materials from being carried on to

adjacent highways by vehicles and plant leaving the Land or the site of the Highway Works (including the provision and use of on-site wheel washing facilities if required by the Director) and shall sweep the highway in the vicinity of the Land and the Highway Works at the end of each working day

9. TRAFFIC CONTROL

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

10. ROAD SAFETY

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

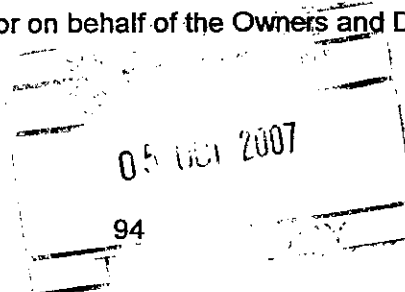
10.2 During the period when the Highway Works are being carried out and also during the Highways Maintenance Period the Owners and Developers will comply with any directions that the Director gives it with regard to measures to control traffic parking storage of materials and any matter relating to the preservation of public safety

10.3 If the Owners and Developers fails to comply with a direction given by the Director under paragraph 10.3 above or in the case of an emergency the Director may forthwith arrange for the taking of any necessary steps and recover the cost of doing so from the Owners and Developers and/or the surety

11. SUBSTANTIAL COMPLETION OF THE HIGHWAY WORKS

11.1 When the Highway Works have been substantially completed the Owners and Developers shall give notice to the Auditor requesting the Auditor to carry out a final audit of all safety aspects of the Highway Works and shall carry out any amendments to the Highway Works pursuant to such audit and shall procure a certificate from the Auditor certifying that he is satisfied that all the requirements of the Safety Audit have been satisfactorily complied with

11.2 If the Highway Works or any part of them to be carried out by the Owners and Developers under this Agreement are not carried out or not completed to the satisfaction of the Director in accordance with the terms of this Agreement and the Programme the Council after giving fourteen days notice of its intention to the Owners and Developers (except in cases of emergency) may execute or complete the Highway Works by its own employees or by contractors or in such manner as it thinks fit and recover the proper cost as certified by the Director from the Owners and Developers or the surety and no completion certificate shall be issued in respect of the Highway Works until all such works have been executed and the cost of any such works carried out by or on behalf of the Council has been paid by or on behalf of the Owners and Developers



12. CERTIFICATE OF SUBSTANTIAL COMPLETION

- 12.1 When the Highway Works have been substantially completed to the satisfaction of the Director and are available for use by the public he shall issue Certificate No 1 to that effect on behalf of the Council
- 12.2 Upon issue of Certificate No 1 the Director will authorise the reduction of the Bond by up to ninety per centum of the Bond figure
- 12.3 If the Highway Works are constructed in phases the Director may authorise the phasing of the issuing of Certificate No 1 (and subsequently Certificate No 2) with appropriate reductions in the Bond which the Director may agree

13. HIGHWAYS MAINTENANCE PERIOD

- 13.1 During the Highways Maintenance Period the Owners and Developers shall remain responsible at his own expense for remedying to the Director's satisfaction any defect or damage arising from faulty workmanship design or materials and the Owners and Developers shall on being given notice in writing specifying such defect or damage at its own expense and within one month from the date of the notice (unless a longer period is agreed with the Director) make good the same to the Director's satisfaction
- 13.2 During the Highways Maintenance Period and until a Certificate No 2 is issued in accordance with the next following paragraph the Owners and Developers shall maintain the Highway Works (including scavenging sweeping cleaning and grass-cutting) to the Director's satisfaction
- 13.3 During the Highways Maintenance Period the Owners and Developers shall provide to the Director's satisfaction any pedestrian hardstandings and connections required to facilitate the use of public transport in the immediate vicinity of the Highway Works and/or the Development

14. CERTIFICATE OF ADOPTION

- 14.1 After the expiration of the Highways Maintenance Period and after the Owners and Developers has made good any defects or damage as therein provided to the Director's satisfaction the Director shall issue Certificate No 2 and from the issue of that certificate the Highway Works shall become highways maintainable at the public expense and the Owners and Developers shall cease to be required to have a Bond PROVIDED THAT
- 14.2 The Council's obligation to adopt and issue Certificate No 2 shall in the case of road gullies and their connections extend only as far as their points of entry to the surface water sewers where these are not being adopted by the Council as highway drains and, PROVIDED ALSO THAT
- 14.3 No certificate shall be issued under this Agreement until the Highway Works have been joined to an existing publicly maintained highway in accordance with the approved plan
- 14.4 On the issue of Certificate 2 the remainder of the Bond shall be released

15. MINOR ALTERATIONS

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

16. AS-BUILT DRAWINGS

Upon completion of the Highway Works (including remedial works) the Owners and Developers will provide the Council with a negative of the as-built drawings of the Highway Works

17. RESERVATION OF RIGHTS

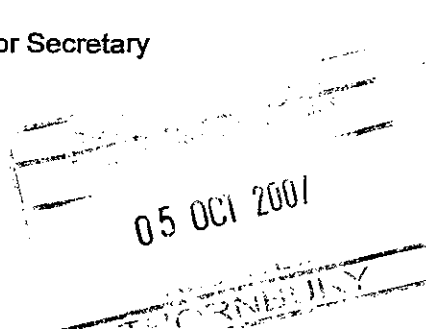
Any dedication or transfer of land pursuant to this Agreement shall be subject to the express reservation of rights and easements for the retention construction laying relaying repair maintenance cleansing diversion upsizing connection to and use of roads services and service media at all times and for all purposes

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

Head of Legal and Democratic Services

EXECUTED AS A DEED BY AFFIXING THE
COMMON SEAL of XX INSERT OWNERS
NAME XX in the presence of:

Director Secretary



EXECUTED AS A DEED BY AFFIXING THE
COMMON SEAL OF XX INSERT
DEVELOPERS NAME XX in the presence of:

Director

Secretary

EXECUTED AS A DEED BY AFFIXING THE
COMMON SEAL of XX INSERT
MORTGAGEE'S NAME XX in the presence of:

Director Secretary

05 OCT 2007

ANNEX 3

Headline Specification and Indicative Schedule of Accommodation for community building for major new housing development at Land at Harry Stoke (including cycle parking)

Headline specification

The details of the layout and exact nature of accommodation should be determined at an appropriate stage and set out in a detailed specification which shall include but should not be limited to:

- A hall suitable for cultural events and to include a badminton court. Hall to be fitted with sliding room dividers allowing the space to be divided into at least 2 separate meeting rooms.
- A fully fitted kitchen (to catering standard), plus servery.
- A manager's office.
- Reception area.
- Room for cleaning equipment to include sink and space for locker(s) and storage.
- Group room - suitable for use by crèche, group activities and meetings (to comply with OfSTED requirements for pre-school care).
- Lift in accordance with Building Regulations (if building more than single storey).
- 2 no. Female and 2 no. Male W.C. cubicles and washbasins to include 1no. baby change station and ancillary facilities.
- Disabled changing place on ground floor (to include WC, changing bench, hand wash basin and space for hoist).
- Disabled W.C. on first floor (if building more than single storey).
- Sufficient and appropriate external space for the use of community groups using the facilities (e.g. playgroups/scout groups etc).
- Male and female showers and changing facilities.
- Storage space sufficient and appropriate for all users.

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- Loose and fixed furniture and fittings appropriate for all user groups which for the avoidance of doubt will include appropriate kitchen equipment, lighting, hand dryers, wiring, electrical supply sockets and computer sockets, fire alarm, burglar alarm.
- Bin store (to be provided externally in addition to community floorspace)
- A minimum of 4no. dedicated car parking spaces and 2no. disabled parking spaces on site plus shared parking nearby available for users of the community building.
- Cycle parking in line with Local Plan cycle parking standards - to be determined at time of planning application for community building
- Suitably sized plant room
- Flexible services (power points/conduits etc)
- ICT services provided for building with agreed number of connections in appropriate locations
- Circulation space and internal walls approx. 20% of total
- If the Council serves an On Site Election Notice and simultaneously elects to incorporate the Dual Use Land within the enlarged Primary School Site of 2.01 hectares then the Community Building shall be enlarged in addition to the 493 square metres referred to in Schedule 5 so as to contain sports changing facilities adequate for the use of the Dual Use Facility (whether or not the Council actually builds the Primary School)
- If the Council serves an Off-Site Election Notice and the Primary School Site of 1.51 hectares is used by the Council for Category 1 Open Space then the Community Building shall be enlarged in addition to the 493 square metres referred to in Schedule 5 so as to contain sports changing facilities adequate for the use of the Primary School Site for Category 1 Open Space

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Indicative Schedule of Accommodation

Accommodation to be provided	Floorspace (square metres)
Hall	180
Kitchen	40
A manager's office	12
Reception area	24
Cleaning room	4
Group room	30
Lift	5
4 no. WCs inc. baby change	25
Disabled changing place (ground floor)	12
Disabled WC (first floor)	5
Storage	57
Plant Room	20
Total	414
Circulation space	79
Total floorspace required	493

Factors to be considered when considering the design proposals for the community building.

The Council will have due regard to various factors when considering design proposals for the community building including:

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- The SGC Design Checklist (SPD 2007).
- A community building is a long term facility, so all materials will need to be selected for their durability and low maintenance characteristics;
- Flat roofs and parapets are unlikely to be acceptable;
- The possibility of graffiti, inside and out (anti graffiti paints should be used on exterior of building, if appropriate).
- Wall and floor materials appropriate for well trafficked areas.
- Floor materials suitable for easy clean up following spills and use for wet/messy play.
- The building will need to achieve a BREEAM very good rating.
- The Council will not give approval to any design, which fails to provide complete access to all areas of the building and site for disabled persons, members of the public and staff alike.
- Fully accessible WC and shower facilities for male and female are required.
- Running costs should be considered with respect to heating, lighting, servicing of mechanical and electrical services, cleaning and supervision of the facility.
- The rooms and facilities of the building should be designed to allow the use of the hall for cultural events and community sports as appropriate.

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ANNEX 4

[DRAFT FORM OF BOND TO SECURE PAYMENTS UNDER SCHEDULE 1]

DRAFT

of

THIS BOND dated is made

BETWEEN

("the Developers")

and

of Surety")

WHEREAS:

- 1 By an Agreement ("the Agreement") dated

 between SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL ("the Council") (1) and
 [insert full list of parties] (2) and relating to the development of land at in the District of
 South Gloucestershire the Developers is under an obligation to make a financial
 contribution towards *[the matters identified in item [] of the Payment Table]* ("the
 Contribution") on the terms and conditions specified in the Agreement

- 2 paragraph ... Part... of Schedule ... of the Agreement contains a covenant for the
 Developers to enter into a bond with a surety (approved by the Council) to secure its
 obligations under the terms of the Agreement

NOW THIS DEED WITNESSES:

DEFINITIONS

Save as otherwise provided words and phrases in this Agreement shall have the same meanings as those in the Agreement

1. The Developers and the Surety are bound jointly and severally to the Council for the sum of pounds (£) ("the Bond Figure")

2. The Surety shall on receipt of a written demand from the Council certifying breach of the obligation to pay the Contribution on the due date for payment pay to the Council within five working days after service on the Surety (at the address given above) of the demand such sum of money as the Council's Director ***** for the time being shall certify to be necessary to make good the relevant default PROVIDED THAT the amount demanded by the Council whether as a single sum or as an aggregate sum shall not exceed the Bond Figure

3. It is hereby agreed and declared that the Surety shall not be released or discharged from this Bond by any arrangement which may either with or without the assent or notwithstanding the dissent of the Surety be made between the Developers and the Council by any dealing or transaction which may take place between the Developers and the Council and in particular the Surety will not be released or discharged from this Bond as a consequence of any person disposing of its interest in the manner described in Sub-Clause 4.1.4 of the Agreement
4. This Bond shall be automatically reduced on receipt of any payment by the Council without further act by any of the parties to this Agreement

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

("the made

EXECUTION CLAUSES

05 OCT 2007
SURETY

ANNEX 5

MODEL FORM OF OPEN SPACE TRANSFER

DRAFT TRANSFER - OPEN SPACE

Transfer of part of
registered title(s)

HM Land Registry

TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £

2. Title number(s) out of which the Property is transferred *(leave blank if not yet registered)*

[T.B.C.]

3. Other title numbers(s) against which matters contained in this transfer are to be registered *(if any)*

[T.B.C.]

4. Property transferred *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

[T.B.C.]

The Property is defined: *(place "X" in the box that applies and complete this statement)*

on the attached plan and shown *(state reference e.g. "edged red")* edged red

on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

5. Date

6. Transferor (give full names and Company's Registered Number if any)

"the Relevant Owners"

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

South Gloucestershire District Council

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English/Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the property the sum of (in words and figures)

£1 plus VAT if any

(insert other receipt as appropriate)

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

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee

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12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provision(s)

13.1 In this transfer the following definitions apply:

Conducting Media drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses pipes, cables, wires and mains (or any of them) poles with supporting stays, optic fibres culverts, ventilation shafts, electricity substations, gas governors and all and any other ancillary equipment and apparatus for the conduct of Services.

Crest Crest Nicholson (South West) Limited of Crest House Pycroft Road Chertsey KT11 9GN or an associate or related company nominated by Crest Nicholson (South) Limited in writing

Crest's/Muben's

Retained Property the property of Crest/Muben shown edged [plan to show land benefited by reservations - including all parts of site subject to planning permission and any other land identified by Crest/Muben] on the plan attached to this transfer or any part thereof

Muben Muben Investment Limited of PO Box 671 Regency Court Gategny Esplanade S Peter Port. Guernsey GY1 3ST or an associate or related company nominated by Muben Investment Limited in writing

Property the property the subject of this transfer or any part of such property;

Transferor's Retained

Property the property of the Transferor shown edged [blue] on the plan attached to this transfer or any part of such property.

Roads any road with any track, footway, footpath, highway, verge, cycleway, bridleway and bridlepaths together with all associated works including lighting site lines, signage, fencing, drains, gullies and other associated related or ancillary works.

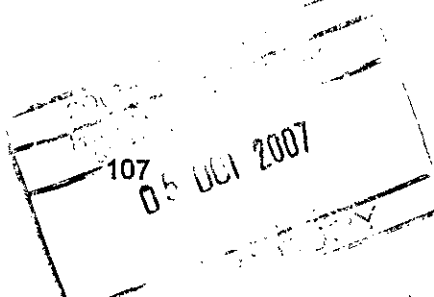
<i>Services</i>	the supply of gas, water, electricity, telephone, telecommunications, foul and surface water drainage and all other appropriate services.
<i>Relevant Authorities</i>	the local County Highway and Planning Authorities gas, water, electricity, cable television and telecommunication companies and any other authority, company, utility body, corporation or organisation concerned with the grant of planning permission, the control of development or the adoption of roads and drainage systems or open spaces or the provision of services.
<i>Infrastructure</i>	any works buildings apparatus or structures or Conducting Media the subject of an Infrastructure Agreement
<i>Infrastructure Agreement</i>	any deed, agreement, easement wayleave or licence with or in favour of any local authority, Council, public or private drainage, sewerage, water, electricity, gas, telecommunications undertaker, service company, utility company or service provider for the grant of any right, requisitioning, provision, design, commission, installation, laying, relaying, construction, repair maintenance, adoption, replacement, use, diversion and or connection to any Roads and Conducting Media (or the grant of rights/interests in respect of any of the above) including any agreement under the Water Industry Act 1991 or Highways Act 1980, Electricity Act 1989, Telecommunications Act 1984, the Gas Act, the Water Resources Act 1991 and Land Drainage Act 1991 or Town and Country Planning Act 1990.

13.2 For the purposes of the rights granted, excepted and reserved in this transfer, the perpetuity period for vesting in possession of future rights is 80 years from the date of this transfer.

13.3 *Rights granted to the Transferee*

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

- (a) the right to the free and uninterrupted passage of Services through the Conducting Media, which now are or may in the future be in, on or under the Transferor's Retained Property and which serve or are capable of serving the Property;
- (b) (subject to the conditions set out in clause 13.3.2) a right to or connect to any Conducting Media which now are or may in the future be in on or under the Transferor's Retained Property as may be necessary to serve the Property (but for the avoidance of doubt no other property)
- (c) (subject to the conditions set out in clause 13.3.2) a right of entry upon the Transferor's Retained Property for the purpose of repairing, maintaining, renewing, replacing, or connecting



Conducting Media referred to in sub-clauses (a) and (b) above;

- (d) the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles for all purposes and at all times over the access road shown coloured blue on the annexed plan and any other roads and footpaths contained on the Transferor's Retained Property until adopted and publicly maintained;

13.3.2 The exercise of the rights referred to in clauses 13.3.1 above are subject to the conditions that:

- (a) the rights referred to in paragraph 13.3.1 (b) and (c) shall not be exercisable over or under the site of a completed building or its curtilage
- (b) before exercising any such right, the Transferee is to give not less than 28 days' written notice specifying the purpose for which entry is required (except in case of emergency when as much notice as practicable shall be given), accompanied by drawings, specifications and a description of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to be executed on the Transferor's Retained Property;
- (c) the Transferee must obtain the prior approval in writing of the Transferor for any works to be done on the Transferor's Retained Property (such approval not to be unreasonably withheld or delayed);
- (d) in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specifications and other information submitted to and approved by the Transferor (such approval not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities;
- (e) in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and so far as practicable promptly make good all damage done to the Transferor's Retained Property to the Transferor's reasonable satisfaction; so far as is consistent with the need to provide service margins and keep vegetation clear of Roads, Infrastructure Services and Conducting Media and to meet the reasonable operating requirements, any statutory requirements of service companies and statutory undertakers and public utilities and to gain access to the same for repair and maintenance; and
- (f) the Transferee is to keep the Transferor and all persons deriving title to the Transferor's Retained Property indemnified against all claims, liability and costs sustained or incurred from the exercise or purported exercise, of the rights.
- (g) the Transferee giving due consideration to the proposals of the transferor for the development of the Transferor's Retained Property and Crest's/Muben's Retained Property and the programme of such development.
- (h) the requirement that the Conducting Media shall wherever practicable be beneath roads, footways or verges

PROVIDED that none of the rights hereby granted shall materially affect the layout of the development of the Transferor's Retained Property or Crest's/Muben's Retained Property over which such rights are

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exercised or shall materially prejudice, interfere with or otherwise affect a dwelling structurally completed building or a partially constructed building. AND IT IS HEREBY AGREED for the avoidance of doubt that none of the rights hereby granted shall be exercised so as to facilitate the connection of Conducting Media or Roads to any property or for the use of any property other than the Property. PROVIDED FURTHER THAT nothing in this Sub-Clause 13.3.2 shall affect the rights of any person to requisition Services Infrastructure and Conducting Media or curtail and qualify any statutory rights of any service company, statutory undertakers and local authorities and highway authorities to carry out works on the open spaces in accordance with their powers and duties

13.4 *Rights reserved*

13.4.1 The Transferor excepts and reserves for the benefit of each and every part of the Transferor's Retained Property for the benefit of the transferee and its successors in title to the Transferor's Retained Property and all others (including without limitation or lessees or other occupiers of and visitors to the Transferor's Retained Property as may be authorised by the Transferor or such successors as so to bind the Property and the Transferee hereby grants for the benefit of Crest's/Muben's Property, for Crest and Muben and the successors in title and all others authorised by them including without limitation lessees or other occupiers of and visitors to Crest's/Muben's Retained Property within eighty years of the date of the transfer the right to pass and repass at all times and all purposes over any Roads and the right to the passage of Services at all times and for all purposes through any conducting media now or to be constructed upon the Property within eighty years of the date of this transfer (until adopted) and rights to connect thereto and use the same at all times and for all purposes and to enter upon reasonable notice (save in an emergency where no notice need be given) to lay construct divert relay enlarge repair clean and maintain any such Roads and any such Conducting Media

13.4.2 In carrying out works involved in the exercise of the rights granted by clause 13.4.1 above the Transferor shall:

- (a) give not less than 28 days' prior written notice specifying the purpose for which entry is required (except in case of emergency when as much notice as practicable shall be given), accompanied by drawing specifications a description of the work (whatever its nature), and the method of undertaking the work which the Transferor requires to execute on the Property;
- (b) execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials complying with good building practice, and in accordance with drawings, specification and other information submitted to the Transferee, and in accordance with requisite statutory consents and the requirements of competent authorities;
- (c) act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly and so far as practicable make good all damage done to the Property, including the replacement planting of any shrubs and trees or landscaped areas to the Transferees reasonable satisfaction so far as is consistent with the need to provide service margins and keep vegetation clear of Roads Infrastructure

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Services and Conducting Media and to meet the reasonable operating requirements any statutory requirements of service companies and statutory undertakers and public utilities and to gain access to the same for repair and maintenance but having regard to the function of the Open Spaces as landscape amenity areas; and;

- (d) keep the Transferee and all persons deriving title to the Property indemnified against all claims, liability and costs sustained or incurred from the exercise or purported exercise, of the rights;
- (e) give due consideration to the use of the Property for Public Open Space for recreational use by members of the public it being recognised however that in the interests of public safety and site security that public use may need to be suspended temporarily for the duration of the works carried out in the exercise of such rights;
- (f) ensure that the Conducting Media shall wherever reasonably practicable avoid areas of substantial planting.

PROVIDED ALWAYS THAT nothing in this Sub-Clause 13.4.2 shall affect the rights of any person to requisition Services Infrastructure and Conducting Media or curtail and qualify any statutory rights of any service companies statutory undertakers and local authorities and highway authorities to carry out works on the open spaces in accordance with their powers and duties

13.5 *Transferee's covenants*

13.5.1 The Transferee hereby covenants with the Transferor and its successors in title for the benefit of the Transferor's Retained Property and with Crest and with Muben and its successors in title for the benefit of Crest's/Muben's Retained Property to observe and perform from the date of this transfer the covenants and conditions relating to the Property referred to in the registers of title number [] at the date of this transfer other than those relating to financial matters so far as the same are still subsisting and to indemnify the Transferor and such successors against any liability for future breaches of any such covenants and conditions..

13.5.2 The Transferee hereby further covenants with the Transferor and with Crest and with Muben so as to benefit each and every part of the Transferor's Retained Property and Crest's/Muben's Retained Property into whosoever's hands the same may come and so as to bind the Transferee and its successors in title to the Property but so that such covenants may be fully and effectively released by the Transferor named in this Transfer without the requirement for consent or releases from its successors in title and assigns:

- (a) not to use the Property or cause or permit it to be used otherwise than as public open space for recreational use by members of the public
- (b) to maintain or procure the maintenance of the Property in a condition suitable for its intended use in accordance with Clause 13.5.2. (a)

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- (c) not to dispose of any interest in the Property or in any part thereof without first obtaining from the donee and delivering to the Transferor (here meaning [.....] - not its successors in title) a Crest and Muben duly executed and completed deed of covenant directly with Crest and with Muben and the Transferor to observe the covenants herein contained including this covenant insofar as they relate to the whole or part of the Property to be disposed
- (d) on receipt of a request in writing from the Transferor and /or Crest or Muben (and subject to receiving an indemnity against any costs and liabilities (including legal and professional fees) relating to the conclusion of such agreements) promptly grant or enter into any Infrastructure Agreement and grant any right pursuant to any other statutory provision or as otherwise specified in the said request in relation to the development and use of the Property and/or the Transferor's Retained Property and/or Crest's/Muben's Retained Property and/or the reservation constructed or laid out in on under over the Property or any part thereof at any time prior to the expiry of the Perpetuity Period.

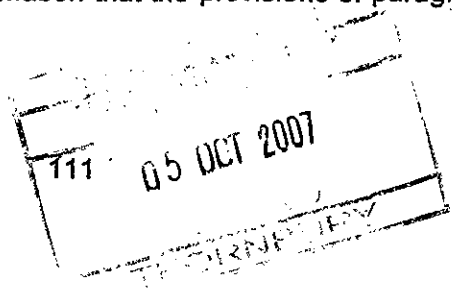
14 Agreements and Declaration

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

15 Restriction

[The Parties HEREBY APPLY to the Chief Land Registrar to enter the following restriction(s) in the Proprietorship Register of the Title to the Property:

"RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of the registered is to be registered without a certificate by the solicitor/registered conveyancer to Crest/Muben that the provisions of paragraph 13.5.2 (c) of the Transfer



dated [] made between [] (1) and [] (2) have been or does not have to be complied with]

16. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

)
)
)

Director

Director / Secretary

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

05 OCT 2007

Member of the County Council

ANNEX 6

MODEL FORM OF SCHOOL SITE TRANSFER

DRAFT TRANSFER - SCHOOL SITE

Transfer of part of
registered title(s)

HM Land Registry

TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty
(Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions
in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum
of £

2. Title number(s) out of which the Property is transferred *(leave blank if not yet registered)*

[T.B.C.]

3. Other title numbers(s) against which matters contained in this transfer are to be registered *(if any)*

[T.B.C.]

4. Property transferred *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

[T.B.C.]

The Property is defined: *(place "X" in the box that applies and complete this statement)*
 on the attached plan and shown *(state reference e.g. "edged red")* edged red

05 OCT 2007

on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provision(s)

13.1 In this transfer the following definitions apply:

Conducting Media drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains (or any of them) poles with supporting stays, optic fibres, culverts, ventilation shafts, electricity substations, gas governors and all and any other ancillary equipment and apparatus for the conduct of Services.

Crest Crest Nicholson (South West) Limited of Crest House Pycroft Road Chertsey KT16 9GN or an associate or related company nominated by Crest Nicholson (South) Limited in writing

Crest's/Muben's

Retained Property the property of Crest/Muben shown edged [plan to show land benefited by conditions in clause 13.3.2(F) and Proviso to 13.3.2 - including all parts of site subject to planning permission and any other land identified by Crest/Muben] on the plan attached to this transfer or any part thereof

Muben Muben Investments Limited of PO Box 671 Regency Court Gategny Esplanade St Peter Port Guernsey GY1 3ST or an associate or related company nominated by Muben Investments Limited in writing

Property the property the subject of this transfer or any part of such property;

Transferor's Retained

Property the property of the Transferor shown edged [blue] on the plan attached to this transfer or any part of such property.

Roads any road with any track, footway, footpath, highway, verge, cycleway, bridleway and bridlepaths together with all associated works including lighting site lines,

05 OCT 2007

Services

signage, fencing, drains, gullies and other associated related or ancillary works.

the supply of gas, water, electricity, telephone, telecommunications, foul and surface water drainage and all other appropriate services.

13.2 For the purposes of the rights granted, excepted and reserved in this transfer, the perpetuity period for the vesting in possession of future rights is 80 years from the date of this transfer.

13.3 *Rights granted to the Transferee*

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

- (a) the right to the free and uninterrupted passage of Services through the Conducting Media, which now are or may in the future be in, on or under the Transferor's Retained Property and which serve or are capable of serving the Property;
- (b) (subject to the conditions set out in clause 13.3.2) a right to or connect to any Conducting Media which now are or may in the future be in on or under the Transferor's Retained Property as may be necessary to serve the Property (but for the avoidance of doubt no other property)
- (c) (subject to the conditions set out in clause 13.3.2) a right of entry upon the Transferor's Retained Property for the purpose of repairing, maintaining, renewing, replacing, or connecting the Conducting Media referred to in sub-clauses (a) and (b) above;
- (d) the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles for all purposes and at all times over the access road shown coloured blue on the annexed plan and any other roads or footpaths constructed on the Transferor's Retained Property until the same are adopted and publicly maintained;
- (e) a right of support from the Transferor's Retained Property.

13.3.2 The exercise of the rights referred to in clauses 13.3.1(b) and (c) above are subject to the conditions that:

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PROPERTY

- (a) the rights shall not be exercisable over the site of a completed building or its curtilage
- (b) before exercising any such right, the Transferee is to give not less than 28 days' written notice specifying the purpose for which entry is required (except in case of emergency when as much notice as practicable shall be given), accompanied by drawings, specifications and other written details of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to execute on the Transferor's Retained Property, and such other information as the Transferor may reasonably require;
- (c) the Transferee must obtain the prior approval in writing of the Transferor for any works to be done on the Transferor's Retained Property (such approval not to be unreasonably withheld or delayed);
- (d) in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (such approval not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities;
- (e) in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly make good all damage done to the Transferor's Retained Property to the Transferor's reasonable satisfaction;
- (f) the Transferee is to keep the Transferor and all persons deriving title to the Transferor's Retained Property indemnified against all claims, liability and costs sustained or incurred from the exercise, or purported exercise, of the rights.
- (g) the Transferee giving due consideration to the proposals of the transferor for the development of the Transferor's Retained Property and Crest's/Muben's Retained Property and the programme of such development.
- (h) the requirement that the Conducting Media shall wherever practicable and economical be beneath roads, footways or verges

PROVIDED that none of the rights hereby granted shall materially affect the layout of the development of the Transferor's Retained Property or Crest's/Muben's Retained Property over which such rights are exercised or shall materially prejudice, interfere with or otherwise affect a dwelling structurally completed building or a partially constructed building . AND IT IS HEREBY AGREED for the avoidance of doubt that none of the rights hereby granted shall be exercised so as to facilitate the connection of Conducting Media or Roads to any property or for the use of any property other than the Property.

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13.4 *Transferee's covenants*

13.4.1 The Transferee hereby covenants with the Transferor and its successors in title for the benefit of the Transferor's Retained Property and with Crest and with Muben and its successors in title for the benefit of [Crest's/Muben's] Retained Property to observe and perform from the date of this transfer the covenants and conditions relating to the Property referred to in the registers of title number [] at the date of this transfer other than those relating to financial matters so far as the same are still subsisting and to indemnify the Transferor and such successors against any liability for future breaches of any such covenants and conditions.

13.4.2 The Transferee hereby further covenants with the Transferor and with Crest and with Mubenso as to benefit each and every part of the Transferor's Retained Property and Crest's/Muben's Retained Property into whosoever's hands the same may come and so as to bind the Transferee and its successors in title to the Property but so that such covenants may be fully and effectively released by Crest and Muben without the requirement for releases from its successors in title and assigns:

- (a) Not to use the Property or cause or permit it to be used otherwise than as a non fee paying primary school Provided That if the Transferee serves notice that it has resolved not to construct the primary school then the Property may be used as public open space for recreational use by members of the public but shall not be used for any other purpose.
- (b) not to cause or permit any building structure landscaping or works on the Property to obstruct or interfere with any sight lines or visibility splays required within the Perpetuity Period by any Relevant Authority in respect of the development of the Transferor's Retained Property and Crest's/Muben's Retained Property or with any rights or entitlements to light air and support in favour of the Transferor's Retained Property and Crest's/Muben's Retained Property.
- (c) not to dispose of any interest in the Property or in any part thereof without first obtaining from the donee and delivering to the Transferor (here meaning [.....] - not its successors in title) and Crest and Muben duly executed and completed deed of covenant directly with Crest and with Muben and the Transferor to observe the covenants and provisions of paragraph 13 of this transfer herein contained including this covenant insofar as they relate to the whole or part of the Property to be disposed

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- (d) to maintain or procure the maintenance of the Property in a condition suitable for its intended use in accordance with Clause 13.4.2. (a)

14 Agreements and Declaration

14.1 Insofar as the grant or reservation of any rights in this Transfer would otherwise contravene the rule against perpetuities the same shall commence to be exercisable within the Perpetuity Period

14.2 A person (a "Third Party") who is not a party to this deed has no right under the Contracts (Rights of Third Parties Act 1999 to enforce any term of this deed notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act

14.3 The Property shall not enjoy any rights privileges and appurtenances appertaining or reputed to ascertain to the Property by virtue of Section 62 Law of Property Act 1925 and the rule in *Wheeldon v Burrows* over the Transferor's Retained Property other than those specifically granted by the Transfer

14.4 The Transferee shall not by implication otherwise become entitled to any right of light or air or other rights, privileges and appurtenances appertaining whatsoever which would restrict or interfere with the free use of the Transferor's Retained Property or an part thereof for building or any other purposes or any right other than those expressly granted by this transfer and the Transferor and its successors in title shall be at liberty to rebuild alter add to or develop the Transferor's Retained Land in any manner and the Transferee shall not be entitled to any

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compensation for damage annoyance inconvenience or disturbance caused

15. Restriction

[The Parties HEREBY APPLY to the Chief Land Registrar to enter the following restriction(s) in the Proprietorship Register of the Title to the Property:

"RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of the registered is to be registered without a certificate by the solicitor/registered conveyancer to Crest/Muben that the provisions of paragraph 13.4.2 (c) of the Transfer dated [] made between [](1) and [](2) have been or does not have to be complied with]

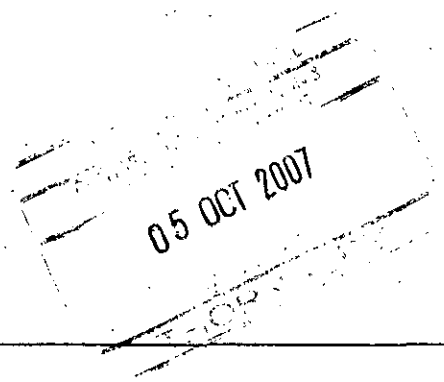
16. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

)
)
)

Director

Director / Secretary

THE COMMON SEAL of)



THE COMMON SEAL of)

SOUTH GLOUCESTERSHIRE DISTRICT)
COUNCIL

was hereunto affixed in the presence of:)

Member of the County Council

Duly Authorised Officer]

05 OCT 2007

ANNEX 7

MODEL FORM OF NURSERY SITE TRANSFER

DRAFT TRANSFER - NURSERY SCHOOL SITE

Transfer of part of registered title(s)

HM Land Registry

TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)

[T.B.C.]

3. Other title numbers(s) against which matters contained in this transfer are to be registered (if any)

[T.B.C.]

4. Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)

[T.B.C.]

The Property is defined: (place "X" in the box that applies and complete this statement)

on the attached plan and shown (state reference e.g. "edged red") edged red

on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

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5. Date

6. Transferor (give full names and Company's Registered Number if any)

"the Relevant Owners"

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

South Gloucestershire District Council

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the property the sum of (in words and figures)

£1 plus VAT if any

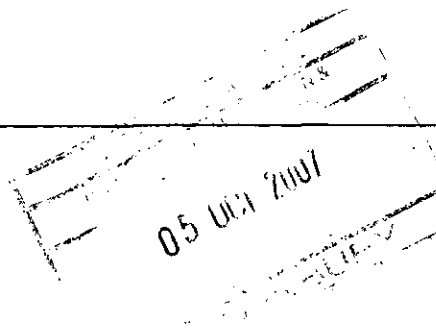
(insert other receipt as appropriate)

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

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee



12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provision(s)

13.1 In this transfer the following definitions apply:

Conducting Media drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains (or any of them) poles with supporting stays, optic fibres, culverts, ventilation shafts, electricity substations, gas governors and all and any other ancillary equipment and apparatus for the conduct of Services.

Crest Crest Nicholson (South West) Limited of Crest House Pycroft Road Chertsey KT16 9GN or an associate or related company nominated by Crest Nicholson (South) Limited in writing

[Crest's/Muben's]

Retained Property the property of [Crest/Muben] shown edged [plan to show land benefited by conditions in clause 13.3.2(f) and Proviso to 13.3.2 - Including all parts of site subject to planning permission and any other land identified by Crest/Muben] on the plan attached to this transfer or any part thereof

Muben Muben Investments Limited of PO Box 671 Regency Court Gategny Esplanade St Peter Port Guernsey GY1 3ST or an associate or related company nominated by Muben Investments Limited in writing

Property the property the subject of this transfer or any part of such property;

Transferor's Retained

Property the property of the Transferor shown edged [blue] on the plan attached to this transfer or any part of such property.

Roads any road with any track, footway, footpath, highway, verge, cycleway, bridleway and bridlepaths together with all associated works including lighting site lines, signage, fencing, drains, gullies and other associated related or ancillary works.

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Services

the supply of gas, water, electricity, telephone, telecommunications, foul and surface water drainage and all other appropriate services.

13.2 For the purposes of the rights granted, excepted and reserved in this transfer, the perpetuity period for the vesting in possession of future rights is 80 years from the date of this transfer.

13.3 *Rights granted to the Transferee*

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

- (a) the right to the free and uninterrupted passage of Services through the Conducting Media, which now are or may in the future be in, on or under the Transferor's Retained Property and which serve or are capable of serving the Property;
- (b) (subject to the conditions set out in clause 13.3.2) a right to connect to any Conducting Media which now are or may in the future be in on or under the Transferor's Retained Property as may be necessary to serve the Property (but for the avoidance of doubt no other property)
- (c) (subject to the conditions set out in clause 13.3.2) a right of entry upon the Transferor's Retained Property for the purpose of repairing, maintaining, renewing, replacing, or connecting the Conducting Media referred to in sub-clauses (a) and (b) above;
- (d) the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles for all purposes and at all times over the access road shown coloured blue on the annexed plan and any other roads or footpaths constructed on the Transferor's Retained Property until the same are adopted and publicly maintained;
- (e) a right of support from the Transferor's Retained Property.

13.3.2 The exercise of the rights referred to in clauses 13.3.1(b) and (c) above are subject to the conditions that:

- (a) the right shall not be exercisable over the site of a completed building or its Partilage;

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THE BANK OF ENGLAND

- (b) before exercising any such right, the Transferee is to give not less than 28 days' written notice specifying the purpose for which entry is required (except in case of emergency when as much notice as practicable shall be given), accompanied by drawings, specifications and other written details of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to execute on the Transferor's Retained Property, and such other information as the Transferor may reasonably require;
- (c) the Transferee must obtain the prior approval in writing of the Transferor for any works to be done on the Transferor's Retained Property (such approval not to be unreasonably withheld or delayed);
- (d) in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (such approval not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities;
- (e) in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly make good all damage done to the Transferor's Retained Property to the Transferor's reasonable satisfaction;
- (f) the Transferee is to keep the Transferor and all persons deriving title to the Transferor's Retained Property indemnified against all claims, liability and costs sustained or incurred from the exercise, or purported exercise, of the rights.
- (g) the Transferee giving due consideration to the proposals of the Transferor for the development of the Transferor's Retained Property and Crest's/Muben's Retained Property and the programme of such development.
- (h) the requirement that the Conducting Media shall wherever practicable and economical be beneath roads, footways or verges

PROVIDED that none of the rights hereby granted shall materially affect the layout of the development of the Transferor's Retained Property or Crest's/Muben's Retained Property over which such rights are exercised or shall materially prejudice, interfere with or otherwise affect a dwelling or its artilage structurally completed building or a partially constructed building AND IT IS HEREBY AGREED for the avoidance of doubt that none of the rights hereby granted shall be exercised so as to facilitate the connection of Conducting Media or Roads to any property or for the use of any property other than the Property.

13.4 *Rights reserved*

- 13.4.1 The Transferor excepts and reserves for the benefit of each and every part of the Transferor's Retained Property and Crest's/Muben's Retained Property and the land on which the pond opposite the property known as "The Paddocks, Harry Stoke Road" is situate for the benefit of the Transferor and its successors in title to the Transferor's Retained Property and the land on which the pond opposite the property known as "The

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Paddocks, Harry Stoke Road" is situate and all others (including without limitation or lessees or other occupiers of and visitors to the Transferor's Retained Property and [Crest's/Muben's] Retained Property and the land on which the pond opposite the property known as "The Paddocks, Harry Stoke Road" as may be authorised by the Transferor or such successors as so to bind the Property and the Transferee hereby grants for the benefit of the Transferor's Retained Property and [Crest's/Muben's] Retained Property, for [Crest/Muben] and the successors in title and all others authorised by them including without limitation lessees or other occupiers of and visitors to Crest's/Muben's Retained Property the right at all times and for all purposes to the passage of water through the land drain and soakaway area situated within the Property serving the land on which the pond opposite the property known as "The Paddocks Harry Stoke Road" and shown coloured [.....] on the plan attached to this transfer *[plan to show extent of any land drain and soakaway area]* and to enter upon reasonable notice to repair replace relay divert enlarge cleanse and maintain such land drain. SUBJECT to the agreement contained in Clause 14.1 hereto

13.5 Transferee's covenants

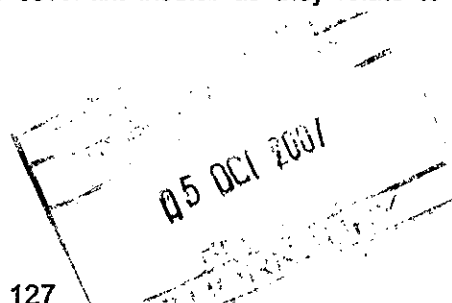
13.5.1 The Transferee hereby covenants with the Transferor and its successors in title for the benefit of the Transferor's Retained Property and with Crest and with Muben and its successors in title for the benefit of [Crest's/Muben] Retained Property but so that such covenant may be fully and effectively released by the Transferor named in this Transfer without the requirement of any consent to such release or any release from the Transferor's successors or assigns to observe and perform from the date of this transfer the covenants and conditions relating to the Property referred to in the registers of title number [] at the date of this transfer other than those relating to financial matters so far as the same are still subsisting and to indemnify the Transferor and such successors against any liability for future breaches of any such covenants and conditions.

13.5.2 The Transferee hereby further covenants with the Transferor and with Crest and with Muben so as to benefit each and every part of the Transferor's Retained Property and Crest's/Muben's Retained Property into whosoever's hands the same may come and so as to bind the Transferee and its successors in title to the Property but so that such covenant may be fully and effectively released by the Transferor named in this Transfer without the requirement of any consent to such release or any release from the Transferor's successors or assigns:

(a) not to use the Property or cause or permit it to be used otherwise than as a children's nursery facility ;

(bc) to maintain or procure the maintenance of the Property in a condition suitable for its intended use in accordance with Clause 13.5.2 (a);

(cb) not to dispose of any interest in the Property or in any part thereof without first obtaining from the disponee and delivering to the Transferor (here meaning [.....] - not its successors in title) and Crest and Muben duly executed and completed deed of covenant directly with Crest and with Muben and the Transferor to observe the covenants herein contained including this covenant insofar as they relate to the whole or part of the Property to be disposed



14 Agreements and Declaration

14.1(a) In the event that the land drain and soakaway area together with all associated apparatus (the "Works") impedes or obstructs the development of the Property the Transferor shall alter the route and position of the Works to such route and position as the Transferee may reasonably require (the Alternative Route) such works of alteration to be at the Transferor's expense

(b) The Transferor and any person employed or engaged by it for the construction of any Alternative Route is to take all reasonable precautions to cause as little damage noise and inconvenience to the Transferee as practicable and reinstate any damage cause to the Property as soon as reasonably practicable and to the reasonable satisfaction of the Transferee and shall comply with all legal requirements which relate in any way to the carrying out of such construction of the Alternative Route and related works and shall indemnify the Transferee against all costs claims and expenses no matter how arising in respect thereof

14.2 Insofar as the grant or reservation of any rights in this Transfer would otherwise contravene the rule against perpetuities the same shall commence to be exercisable within the Perpetuity Period

14.3 A person (a "Third Party") who is not a party to this deed has no right under the Contracts (Rights of Third Parties Act 1999 to enforce any term of this deed notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act

14.4 The Property shall not enjoy any rights privileges and appurtenances appertaining or reputed to ascertain to the Property by virtue of Section 62 Law of Property Act 1925 and the rule in *Wheeldon v Burrows* over the Transferor's Retained Property other than those specifically granted by the Transfer

14.5 The Transferee shall not by implication otherwise become entitled to any right of light or air or other rights, privileges and appurtenances appertaining whatsoever which would restrict or interfere with the free use of the Transferor's Retained Property or an part thereof for building or any other purposes or any right other than those expressly granted by this transfer and the Transferor and its successors in title shall be at liberty to rebuild alter add to or develop the Transferor's Retained Land in any manner and the Transferee shall not be entitled to any compensation for damage annoyance inconvenience or disturbance caused

15. RESTRICTION

[The Parties HEREBY APPLY to the Chief Land Registrar to enter the following restriction(s) in the Proprietorship Register of the Title to the Property"

"RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of the registered is to be registered without a certificate by the solicitor/registered conveyancer to Crest/Muben that the provisions of paragraph 13.5.2 (c) of the Transfer dated [

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16. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

)

)

)

Director

Director / Secretary

THE COMMON SEAL of)

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL)

was hereunto affixed in the presence of:)

Member of the County Council

Duty Authorised Officer]

05 OCT 2007

ANNEX 8

MODEL FORM OF COMMUNITY BUILDING TRANSFER

DRAFT TRANSFER - COMMUNITY BUILDING

Transfer of part of
registered title(s)

HM Land Registry

TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)

[T.B.C.]

3. Other title numbers(s) against which matters contained in this transfer are to be registered (if any)

[T.B.C.]

4. Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)

[T.B.C.]

The Property is defined: (place "X" in the box that applies and complete this statement)

on the attached plan and shown (state reference e.g. "edged "ed") edged red

on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

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5. Date

6. Transferor (give full names and Company's Registered Number if any)*

"the Relevant Own"rs"

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

South Gloucestershire District Council

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

Council Offices Castle Street Thornbury South Gloucestershire BS35 1HF

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the property the sum of (in words and figures)

£1 plus VAT if any

(insert other receipt as appropriate)

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

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee

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12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provision(s)

13.1 In this transfer the following definitions apply:

Conducting Media drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains (or any of them) poles with supporting stays, optic fibres, culverts, ventilation shafts, electricity substations, gas governors and all and any other ancillary equipment and apparatus for the conduct of Services.

Crest Crest Nicholson (South West) Limited of Crest House Prycroft Road Chertsey KT16 9GN or an associate or related company nominated by Crest Nicholson (South) Limited in writing

Crest's/Muben's

Retained Property the property of Crest/Muben shown edged [plan to show land benefited by conditions in clause 13.3.2(f) and Proviso to 13.3.2 - including all parts of site subject to planning permission and any other land identified by Crest/Muben] on the plan attached to this transfer or any part thereof

Property the property the subject of this transfer or any part of such property;

Muben Muben Investments Limited of PO Box 671 Regency Court Glatigny Esplanade St Peter Port Guernsey GY1 3ST or an associate or related company nominated by Muben Investments Limited in writing

Transferor's Retained

Property the property of the Transferor shown edged [blue] on the plan attached to this transfer or any part of such property.

Roads any road with any track, footway, footpath, highway, verge, cycleway, bridleway and bridlepaths together with all associated works including lighting site lines, signage, fencing, drains, gullies and other associated related or ancillary works.

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Services

the supply of gas, water, electricity, telephone, telecommunications, foul and surface water drainage and all other appropriate services.

13.2 For the purposes of the rights granted, excepted and reserved in this transfer, the perpetuity period for the vesting in possession of future rights is 80 years from the date of this transfer.

13.3 *Rights granted to the Transferee*

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

- (a) the right to the free and uninterrupted passage of Services through the Conducting Media, which now are or may in the future be in, on or under the Transferor's Retained Property and which serve or are capable of serving the Property;
- (b) (subject to the conditions set out in clause 13.3.2) a right to connect to any Conducting Media which now are or may in the future be in on or under the Transferor's Retained Property as may be necessary to serve the Property (but for the avoidance of doubt no other property)
- (c) (subject to the conditions set out in clause 13.3.2) a right of entry upon the Transferor's Retained Property for the purpose of repairing, maintaining, renewing, replacing, or connecting the Conducting Media referred to in sub-clauses (a) and (b) above;
- (d) the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it to pass and repass with or without vehicles for all purposes and at all times over the access road shown coloured blue on the annexed plan and any other roads or footpaths constructed on the Transferor's Retained Property until the same are adopted and publicly maintained;
- (e) a right of support from the Transferor's Retained Property

13.3.2 The exercise of the rights referred to in clauses 13.3.1(b) and (c) above are subject to the conditions that:

- (a) the right shall not be exercisable over the site of a completed building or its curtilage;

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- (b) before exercising any such right, the Transferee is to give not less than 28 days' written notice specifying the purpose for which entry is required (except in case of emergency when as much notice as practicable shall be given), accompanied by drawings, specifications and other written details of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to execute on the Transferor's Retained Property, and such other information as the Transferor may reasonably require;
- (c) the Transferee must obtain the prior approval in writing of the Transferor for any works to be done on the Transferor's Retained Property (such approval not to be unreasonably withheld or delayed);
- (d) in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor (such approval not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities;
- (e) in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly make good all damage done to the Transferor's Retained Property to the Transferor's reasonable satisfaction;
- (f) the Transferee is to keep the Transferor and all persons deriving title to the Transferor's Retained Property indemnified against all claims, liability and costs sustained or incurred from the exercise, or purported exercise, of the rights.
- (g) the Transferee giving due consideration to the proposals of the transferor for the development of the Transferor's Retained Property and Crest's/Muben's Retained Property and the programme of such development.
- (h) the requirement that the Conducting Media shall wherever practicable and economical be beneath roads, footways or verges

PROVIDED that none of the rights hereby granted shall materially affect the layout of the development of the Transferor's Retained Property or Crest's/Muben's Retained Property over which such rights are exercised or shall materially prejudice, interfere with or otherwise affect a dwelling structurally completed building or a partially constructed building or its curtilage. AND IT IS HEREBY AGREED for the avoidance of doubt that none of the rights hereby granted shall be exercised so as to facilitate the connection of Conducting Media or Roads to any property or for the use of any property other than the Property.

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13.4 *Rights reserved*

13.4.1 The Transferor excepts and reserves for the benefit of each and every part of the Transferor's Retained Property and [Crest's/Muben's] Retained Property and the land on which the pond opposite the property known as "The Paddocks, Harry Stoke Road" is situate for the benefit of the Transferor and its successors in title to the Transferor's Retained Property and the land on which the pond opposite the property known as "The Paddocks, Harry Stoke Road" is situate and all others (including without limitation or lessees or other occupiers of and visitors to the Transferor's Retained Property and [Crest's/Muben's] Retained Property and the land on which the pond opposite the property known as "The Paddocks, Harry Stoke Road"] as may be authorised by the Transferor or such successors as so to bind the Property and the Transferee hereby grants for the benefit of the Transferor's Retained Property and [Crest's/Muben's] Retained Property, for [Crest/Muben] and the successors in title and all others authorised by them including without limitation lessees or other occupiers of and visitors to [Crest's/Muben's] Retained Property the right at all times and for all purposes to the passage of water through the land drain and soakaway area situated within the Property serving the land on which the pond opposite the property known as "The Paddocks, Harry Stoke Road" and shown coloured [.....] on the plan attached to this transfer [*plan to show extent of any land drain and soakaway area*] and to enter upon reasonable notice to repair replace relay divert enlarge cleanse and maintain such land drain SUBJECT to the agreement contained in Clause 14.1 hereto.

13.5 *Transferee's covenants*

13.5.1 The Transferee hereby covenants with the Transferor and its successors in title for the benefit of the Transferor's Retained Property and with Crest and with Muben and its successors in title for the benefit of [Crest's/Muben's] Retained Property to observe and perform from the date of this transfer the covenants and conditions relating to the Property referred to in the registers of title number [] at the date of this transfer other than those relating to financial matters so far as the same are still subsisting and to indemnify the Transferor and such successors against any liability for future breaches of any such covenants and conditions.

13.5.2 The Transferee hereby further covenants with the Transferor and with Crest and with Muben so as to benefit each and every part of the Transferor's Retained Property and Crest's/Muben's Retained Property into whosoever's hands the same may come and so as to bind the Transferee and its successors in title to the Property but so that such covenant may be fully and effectively released by the Transferor named in this Transfer without the requirement of any consent to such release or any release from the Transferor's successors or assignees:

- (a) not to use the Property or cause or permit it to be used otherwise than as a community hall for public social community and recreational use available to all members of the general public and community groups including residents of Harry Stoke
- (b) not to cause or permit any building structure landscaping or works on the Property to obstruct or interfere with any sight lines or visibility splays required within the Perpetuity Period by any Relevant Authority in respect of the development of the Transferor's Retained Property or with any rights or entitlements to light air and support in favour of the Transferor's Retained Property

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- (c) not to dispose of any interest in the Property or in any part thereof without first obtaining from the disponee and delivering to the Transferor (here meaning [.....] - not its successors in title) and Crest and Muben duly executed and completed deed of covenant directly with Crest and with Muben and the Transferor to observe the covenants herein contained including this covenant insofar as they relate to the whole or part of the Property to be disposed(d) to maintain or procure the maintenance of the Property in a condition suitable for its intended use in accordance with Clause 13.5.2. (a)

14. Agreement and Declaration

14.1(a) In the event that the land drain and soakaway area together with all associated apparatus (the "Works") impedes or obstructs the development of the Property the Transferor shall alter the route and position of the Works to such route and position as the Transferee may reasonably require (the Alternative Route) such works of alteration to be at the Transferor's expense

(b) The Transferor and any person employed or engaged by it for the construction of any Alternative Route is to take all reasonable precautions to cause as little damage noise and inconvenience to the Transferee as practicable and reinstate any damage cause to the Property as soon as reasonably practicable and to the reasonable satisfaction of the Transferee and shall comply with all legal requirements which relate in any way to the carrying out of such construction of the Alternative Route and related works and shall indemnify the Transferee against all costs claims and expenses no matter how arising in respect thereof

14.2 Insofar as the grant or reservation of any rights in this Transfer would otherwise contravene the rule against perpetuities the same shall commence to be exercisable within the Perpetuity Period

14.3 A person (a "Third Party") who is not a party to this deed has no right under the Contracts (Rights of Third Parties Act 1999 to enforce any term of this deed notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act

14.4 The Property shall not enjoy any rights privileges and appurtenances appertaining or reputed to ascertain to the Property by virtue of Section 62 Law of Property Act 1925 and the rule in *Wheeldon v Burrows* over the Transferor's Retained Property other than those specifically granted by the Transfer

The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the

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Transferees.

14.4 The Transferee shall not by implication otherwise become entitled to any right of light or air or other rights, privileges and appurtenances appertaining whatsoever which would restrict or interfere with the free use of the Transferor's Retained Property or an part thereof for building or any other purposes or any right other than those expressly granted by this transfer and the Transferor and its successors in title shall be at liberty to rebuild alter add to or develop the Transferor's Retained Land in any manner and the Transferee shall not be entitled to any compensation for damage annoyance inconvenience or disturbance caused

15. RESTRICTION

[The Parties HEREBY APPLY to the Chief Land Registrar to enter the following restriction(s) in the Proprietorship Register of the Title to the Property:

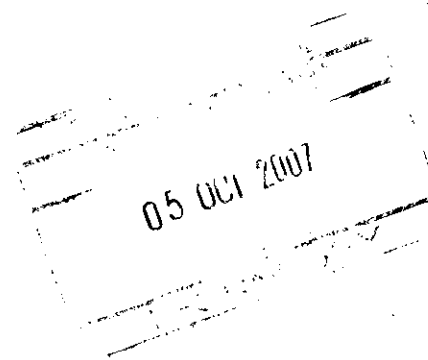
"RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of the registered is to be registered without a certificate by the solicitor/registered conveyancer to Crest /Muben that the provisions of paragraph 13.5.2 (c) of the Transfer dated [] made between [](1) and [](2) have been or does not have to be complied with]

)
)
)

Director

Director / Secretary

THE COMMON SEAL of)
SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL)



SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL)

was hereunto affixed in the presence of:)

Member of the County Council

Duly Authorised Officer]

[Faint, illegible text]

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[Faint, illegible text]

ANNEX 9

EXTENDED BUS ROUTES USING TRANSPORT CONTRIBUTION

Service	current route	proposal	constraint	proposed frequency
X73	Bradley Stoke - City Centre via M32 Mondays - Fridays - commuter journeys	between Westfield Lane and Ring Road, divert through site.	1. East/West road 2. A4174 junction or Boulevarde	currently peak hours only
24 & 25	Ashton Vale - City Centre - Lockleaze Mondays - Saturdays -	Extend from Lockleaze via Romney Avenue & HP-UWE bus link, Coldharbour Lane through site and on to Bristol Parkway Stn.	1. Coldharbour Lane bus link + Boulevarde 2. East/West road	Potential 15 minutes daytime; potential for evening and Sunday service (half-hourly)
X84	UWE - City Centre via M32 (extend s to Parkway Stn at peak times) Mondays - Fridays daytime	1) Divert through site 2) extend to Parkway during off-peak 3) top up frequency during UWE holidays to run every 30 minutes rather than hourly	1. A4174 junction 2. East/West road 3. Coldharbour bus link + Boulevarde	30 minutes throughout day

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Service	current route	proposal	constraint	proposed frequency
312 SGC	Thornbury - UWE (and on to Frenchay & Downend in off- peak) Mondays to Fridays daytime	potential to re- route through site in the off-peak	1. Coldharbour bus link 2. EastWest road	Hourly between peaks (30 minutes during peak). Note: shared subsidy with Hortham + frequency review in 2007/08 budget
518 BCC	Emersons Green - Shirehampton (via Downend, Frenchay, UWE, Parkway, Southmead Hospital, Westbury) Mondays - Saturdays	1) Mondays - Fridays:- Journeys that currently ply between Shirehampton and Parkway to be extended through site to UWE ; 2) Saturdays:- part of the current service diverted through site.	1. Coldharbour bus link 2. EastWest road	1) Mon-Fridays approx 30 minutes daytime 2) Saturdays hourly daytime
580 SGC	Cribbs Causeway - Bristol Parkway Mondays - Saturdays daytime	extend through site and on to UWE	1. EastWest road 2. A4174 junction	1 per hour weekdays and Saturday. Note: frequency subject to 2007/08 budget

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Service	current route	proposal	constraint	proposed frequency
581 SGC	Longwell Green – Chipping Sodbury (via Kingswood, Fishponds, UWE, Filton Abbey Wood Station, Parkway, Winterbourne) Mondays – Saturdays daytime	Divert through site	1. Coldharbour bus link 2. EastWest road.	Note potential loss of existing links to MoD and FAW station. Subject to further assessment

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ANNEX 10

LAND OWNERSHIPS

JOHN GWYNNE GRENFELL AND STEPHEN FRANCIS LAURIE SMAILES are the freehold proprietors of Parcel 1 being the land marked 1 on the Ownership Plan and MUBEN INVESTMENTS LIMITED have a lease of the property dated 19 March 1993 for a term of 999 years and they have the benefit of an option dated 19 March 1993 to acquire the property

SYLVIA MAUREEN TANNER AND SIMON RICHARD OWEN are the freehold proprietors of Parcel 2 being the land marked 2 on the Ownership Plan and CREST NICHOLSON (SOUTH WEST) LIMITED have the benefit of an agreement to purchase the property dated 31 March 2006

CREST NICHOLSON PROPERTIES LIMITED are the freehold proprietors of Parcel 3 being part of the land marked 3 on the Ownership Plan

JAMES NEIL HAYWARD COUNSELL is the freehold proprietor of Parcel 4 being the land marked 4 on the Ownership Plan and CREST NICHOLSON PROPERTIES LIMITED has the benefit of an option dated 29 May 1987 to acquire the property

MELVYN STANLEY DYER AND SARA ROSALINE MAYSIE DYER are the freehold proprietors of Parcel 5 being the land marked 5 on the Ownership Plan and CREST NICHOLSON (SOUTH WEST) LIMITED CREST NICHOLSON OPERATIONS LIMITED (formerly PEARCE DEVELOPMENTS LIMITED) and CREST STRATEGIC PROJECTS LIMITED have the benefit of options dated 6 November 1991 and 14 June 2007 to acquire the property

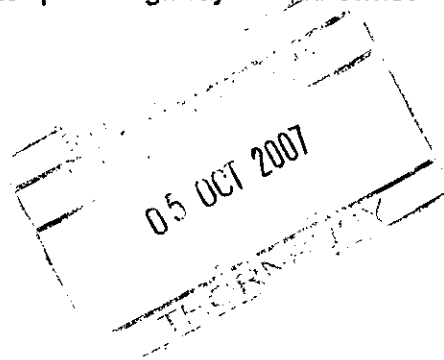
CREST NICHOLSON (SOUTH WEST) LIMITED are the freehold proprietors of Parcel 6 being part of the land marked 6 on the Ownership Plan

JAMES NEIL HAYWARD COUNSEL, KATE JUDITH ACKERMAN, THOMAS ROBERT CLOTHIER AND SARAH ROSEMARY SHEARS are the freehold proprietors of Parcel 7 being the land marked 7 on the Ownership Plan and CREST NICHOLSON PROPERTIES LIMITED have the benefit of options dated 12 June 1997 to acquire the property

CREST NICHOLSON (SOUTH WEST) LIMITED are the freehold proprietors of Parcel 8 being part of the land marked 8 on the Ownership Plan

CREST NICHOLSON OPERATIONS LIMITED are the freehold proprietors of Parcel 9 being the land marked 9 on the Ownership Plan

The remainder of the Application Land is either public highway or land owned and held by the Council for highway purposes



ANNEX 11

HIGHWAY INFRASTRUCTURE WORKS

Land at Harry Stoke: Highway infrastructure works

Note: Costs subject to confirmation of stats estimated diversion costs

Scheme		Cost (£ ,000)*
UWE/MoD bus link	Bus link through development between UWE and MoD. Link uses development roads but with bus only "gates"	500
M32 gyratory Phase 1	Widen the circulatory carriageway will be generally widened by one lane. <i>Widening completed on East, West and South circulatory carriageway. Widening on North required</i>	1,000 288
	The A4174 westbound entry will be widened to 3 lanes straight ahead/right and 2 lanes left on to the M32 southbound, one of which will be a bus/2+ lane. <i>Still required</i>	152
	The through pedestrian and cycle route across the south side of the junction will have positive signal control at each crossing point, and a shared use width of 3m will be provided throughout. <i>3m cycleway completed but ped/cycle phase in signals required(subject to HA approval)</i>	40 480
Filton ro/bt A38 northbound bus lane	Northbound bus lane to reduce delay for buses achieved through road widening. <i>Required revised estimate (current forecast Airbus £920k contribution)</i>	1,000 1022

STANDARD FORM NO. 100
MAY 1962 EDITION
GPO : 1962 O - 330-000

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ANNEX 12

OFF SITE PEDESTRIAN AND CYCLE WORKS

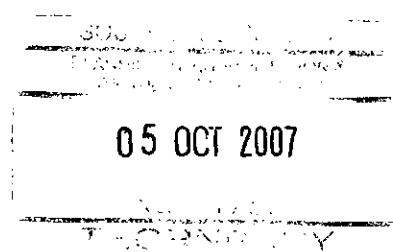
Safe routes to school (Filton High)

Route (1 using PRow alongside Maytree Cottage

- 1.1 safe crossing signs, markings on Harry Stoke Road
- 1.2 extend service road lighting along footpath, one additional column
- 1.3 widen splitter island at Lime Kiln Close roundabout
- 1.4 road markings at Great Stoke Way (east) splitter island crossing
- 1.5 widen footway to 3 metre from Great Stoke Way (east) crossing along AXA frontage to splitter island crossing of Fox Den Road at AXA entrance roundabout
- 1.6 road markings at Fox Den Road splitter island crossing at AXA entrance
- 1.7 widen footway to 3 metres between Fox Den Road splitter island crossing and New Road splitter island crossing
- 1.8 widen New Road splitter island to improve pedestrian refuge area and provide road markings at crossing
- 1.9 widen footway to 3 metres between AXA entrance roundabout and New Road entrance into Filton High School
- 1.10 provide safe crossing signs and road markings at school entrance

Route 2 (using new Harry Stoke junction on Great Stoke Way

- 2.1 widen southern footway to 3 metres between new junction and Great Stoke Way crossing
- 2.2 join route 1



ANNEX 13

TERMS OF TRANSFERS

1 [Price

The consideration for the transfer Price shall be One pound (£1.00) plus VAT (if any) payable on completion

2 Title

2.1 Title to the Relevant Property having been deduced to the Council in accordance with Standard Conditions 4.1.2 and 4.1.3 of the Standard Conditions of Sale (Fourth Edition) before the date of this Agreement and accepted by the Council (as the Council acknowledges) the Council shall be deemed to purchase with full knowledge of the title in all respects and (including without limitation the matters set out in Clause 7) and the Council shall be deemed to purchase the Relevant Property with full knowledge of and shall not raise any objections or requisitions on such matters save only in respect of any entry disclosed by the Council's pre-completion searches insofar as the same reveal any matters not revealed prior to the date of this Agreement

2.2 The Owner will Provide 8 plans showing the Relevant Property for use in connection with the Transfer

2.3 The Owner shall prepare the Transfer

3 **Incumbrances and General Matters subject to which the Relevant Property is sold**

3.1 The Relevant Property is sold subject to and with the benefit (where appropriate) of the following matters so far as the same relate to the Property:

(a) all matters registered or registrable in any Local Land Charges Register or the register of any other competent authority whether registered or not at the date of this Agreement

(b) all notices orders proposals or requirements affecting or relating to the land given or made by any government department statutory undertaking or other public or local authority of which notice is given

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- (c) all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement
- (d) all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to Town and Country Planning
- (e) any rights (private or public) easements quasi easements rights of way water supply or drainage and any covenants or exceptions or similar matters and all other rights and privileges affecting the Relevant Property subsisting acquired and/or being acquired in respect of the Relevant Property at the date of this Agreement whether or not apparent on inspection or disclosed in the title and all matters affecting the Relevant Property at the date of this Agreement which are capable of discovery by inspection of the Relevant Property
- (f) all unregistered interests which were immediately before the coming into force of the Land Registration Act 2002 overriding interests by virtue of Section 70(1) of the Land Registration Act 1925 to the extent and for so long as they are preserved as interests overriding a registered disposition by virtue of the transitional provisions of the Schedule 12 of the Land Registration Act 2002
- (g) any unregistered interests overriding registered dispositions which fall within any of the paragraphs of Schedule 1 or 3 of the Land Registration Act 2002 and any interests which fall within section 11 (4) (c) of the Land Registration Act 2002
- (h) all matters (other than any financial charges created by the Owner to secure the repayment of monies owed by the Owner registered in the Charges Register) contained or referred to in the register of title at the date and existing at the date of this Agreement and contained or referred to in the relevant transfer
- (i) all matters contained or referred to or otherwise disclosed (in relation to unregistered land) in title documents deduced to the Council or its solicitor prior to the date of this Agreement

05 JUL 2007

- (i) and with the benefit of the rights covenants and stipulations set out in the appropriate draft Transfer attached to this Agreement (no other rights and easements being implied)

and the Council shall be deemed to purchase the Relevant Property with full knowledge of and shall not raise any objections or requisitions on such matters

4 **Boundary Structures**

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

5 **Vacant Possession**

Vacant possession of the Relevant Property shall be given on the Completion of the transfer

6 **Incorporating Standard Conditions of Sale**

Save as varied by or inconsistent with the terms of the relevant transfer the Planning Obligation dated *[insert date of principal Deed of Planning Obligation]* Standard Conditions of Sale (Fourth Edition) shall apply to each transfer insofar as the same are applicable to a sale of the *[Primary School Site/Nursery School Site/Community Building/Areas of public open space [delete as appropriate]* and any sale pursuant to the exercise of the Option contained in the proposed transfer of the Primary School] by private treaty and are not otherwise inconsistent with the terms of this Agreement or excluded hereby

7 **Contracts (Rights of Third Parties) Act 1999**

The Parties do not intend that any of the terms of this Agreement relating to transfers in accordance with this Planning Obligation Deed shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

8 **Completion**

Completion of each transfer shall take place at the Council's offices in Thornbury at a time as agreed in writing between the parties in accordance with this Planning Obligation Deed

PLANNING
05 OCT 2007

ANNEX 14

Surface Water Infrastructure
Types of Surface Water Attenuation Facilities

Type	Requirement for Engineer's Report
Ponds (dry)	Yes
Underground tanks	Yes
Oversize surface water pipelines	Yes
Major watercourse channel	Yes
Basins	No
Swales	No
Infiltration trenches	No
Filter drains	No

Note – assumed dams, embankments and flow control structure included in Ponds.

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THORNTON

ANNEX 15

SURFACE WATER ATTENUATION INSTALLATIONS

HARRY STOKE

POND ATTENUATION

MAINTENANCE COSTS OVER 25 YEAR PERIOD (PER POND)

Item	Cost Over 25 Years £
Silt Trap/Basin Clearance and disposal @ £509.86 per annum	12,746.50
Monthly Routine Inspection (Recorded) @ £978.92 per annum	24,473
Control Features Inspection/Measurement And Function Check @ £152.96 per annum	3,824
Spillway Maintenance and Repair @ £203.94 per annum	5,098.50
Repair Safety Fencing/Trash/Metalwork and Signage @ £305.91 per annum	7,647.75

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TECHNICAL DIV

ANNEX 16

LANDSCAPE WORKS¹/PUBLIC MAINTENANCE¹/PRIVATE MAINTENANCE¹ BOND

THIS BOND dated [] is made BETWEEN
[] whose registered office is at [] (Co Regn No.
[]) ("the Owner") [] whose registered office is situated at
[] ("the Developer") and [] of
[] ("the Surety")

WHEREAS:

1. By an Agreement ("the Agreement") dated [] made between SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL ("the Council") (1) and [] ("the Developer") and others relating to the development of land at Harry Stoke Stoke Gifford in the District of South Gloucestershire the Developer is under an obligation to [provide¹] [*manage and maintain*]¹ Open Spaces [to provide a Commuted Sum to the Council¹] on the terms and conditions specified in the Agreement
2. Paragraphs [] of Schedule 6 of the Agreement contain a covenant for the Developer to enter into a bond with a surety (approved by the Council) to secure its obligations under the terms of the Schedule

NOW THIS DEED WITNESSES:

1. The Developer and the Surety are bound jointly and severally to the Council for the sum of [] pounds (£[].00) ("the Bond Figure")
2. The Surety shall in the event of any breach or non-observance of any of the terms conditions or covenants contained in paragraph [] of Schedule 6 pay to the Council within five working days after service on the Surety (at the address given above) of a demand in writing by the Council such sum of money as the Council's Director of Community Services for the time being shall certify to be necessary to make good the relevant default and in the event that the actual cost exceeds this the Surety shall be liable for the excess PROVIDED THAT the amount demanded by the Council whether as a single sum or as an aggregate sum shall not exceed the Bond Figure

¹ Delete as appropriate if bond for maintenance or bond for laying out of landscape works or in respect of the commuted sum

Stamp: SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL
RECORDS SECTION
STOKE GIFFORD

05 OCT 2007

3. It is hereby agreed and declared that the Surety shall not be released or discharged from this Bond by any arrangement which may either with or without the assent or notwithstanding the dissent of the Surety be made between the Developer and the Council either for the variation of the open space or otherwise or by any dealing or transaction which may take place between the Developer and the Council and in particular the Surety will not be released or discharged from this Bond as a consequence of any person disposing of its interest in the manner described in Sub-Clause 4.1.4 of the Agreement

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

EXECUTION CLAUSES

05 DEC 2007

ANNEX 17

OPEN SPACE OPTION

DATED

2007

[INSERT DETAILS OF OWNER OF RELEVANT AREA OF OPEN SPACE AS AT DATE OF GRANT OF OPTION]

- and -

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL

OPTION AGREEMENT
Relating To
Open Space at Harry Stoke Road

Draft Number: 1

DAVIES ARNOLD COOPER

6-8 Bouverie Street
London EC4Y 8DD

T 020 7936 2222
F 020 7936 2020
www.dac.co.uk

Ref 686/7345.25/EC

05 OCT 2007

THIS AGREEMENT is made the day of 2007

BETWEEN

- (1) **[INSERT DETAILS OF OWNER OF RELEVANT AREA OF OPEN SPACE AS AT DATE OF GRANT OF OPTION]** ("the Seller") and
- (2) **SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL** (Company Registration Number) whose registered office is at ("the Buyer")

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement unless the context otherwise requires the following words and phrases have the following meanings:

"Actual Completion" means the date on which completion of the sale and purchase of the Property actually takes place following the exercise of the Option

"Buyer's Solicitors" means The Head of Legal Services South Gloucestershire Council

"Completion Date" means the date twenty Working Days after the Buyer has exercised the Option

"Developer" means Muben Investments Limited and Crest Nicholson (South West) Limited and Crest Nicholson Operations Limited and Crest Nicholson Properties Limited

"Insolvent" means any one or more of the events set out in the second schedule and the expression Insolvency shall be interpreted accordingly

"1994 Act" means the Law of Property (Miscellaneous Provisions) Act 1994

"Management" means any body identified to manage and maintain the Open Spaces under the provisions of Sub-Paragraph 1.6.2 or 1.6.3 of Schedule 6 of the Planning Agreement

"Option" means the right conferred upon the Buyer by the Seller requiring the Seller to sell the Property to the Buyer

"Option Notice" means the notice which may be served on the Seller by the Buyer within the Option Period in the form set out in the Second Schedule

"Option Period" means the period of 21 years from the date hereof

"Option Price" means the sum of one pound (£1)

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"Planning Agreement" means an Agreement pursuant to Section 106 of the Town and County Planning Act 1990 made between []

"Price" means one pound £1.00

"Property" means the property described in the First Schedule

"Registered Title Number" means []

"Sale Conditions" means the terms applicable to the sale and purchase of the Property set out in Annexure 13 of the Planning Agreement

"Standard Commercial Conditions" means the Standard Commercial Property Conditions (Second Edition) and reference throughout this Agreement to "Standard Commercial Condition" and in the Third Schedule to "condition" shall be construed accordingly

"Seller's Solicitors" means Davies Arnold Cooper of 6-8 Bouverie Street London EC4Y 8DD (Reference: Lucy Walsh)

"Value Added Tax" means value added tax or any similar tax from time to time replacing it or performing a similar fiscal function;

"Working Day" means a day on which clearing banks in the City of London are (or would be but for a strike, lock-out, or other stoppage affecting a particular bank or banks generally) open during banking hours

- 1.2 Words in this Agreement denoting the singular shall include the plural and vice versa
- 1.3 Words in this Agreement importing one gender include every gender and may be used interchangeably and words denoting natural persons include where applicable firms companies and corporations and vice versa
- 1.4 Where a party is placed under a restriction under this Agreement the restriction is to be deemed to include the obligation on that party not to permit or allow the infringement of the restriction by any person
- 1.5 References in this Agreement to any statute includes any statute amending consolidating extending replacing or re-enacting that statute from time to time and for the time being in force and references to a statute includes any orders statutory instruments regulations or other subordinate legislation made pursuant to that statute
- 1.6 References to numbered clauses paragraphs and Schedules are to the specified numbered clause paragraph in or Schedule to this Agreement and the headings to the clauses paragraphs and Schedules shall not affect the construction or interpretation of the clause paragraph or Schedule to which they refer

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1.7 The provisions of the Schedules form part of this Agreement

2. OPTION

2.1 In consideration of the Option Price paid by the Buyer to the Seller (receipt of which the Seller acknowledges) the Seller grants to the Buyer the Option

2.2 The Option is to lapse if it has not been exercised by the expiry of the Option Period

3. AGREEMENT

Subject to the Buyer exercising the Option within the Option Period the Seller shall complete the sale and purchase of the Property at the Price on the Completion Date and subject to the Sale Conditions

4. EXERCISE OF THE OPTION

The Option shall be exercisable during the Option Period in the event that: -

4.1 A management company appointed to manage and maintain the Property as Open Space in accordance with the requirements of Sub-Paragraph 1.6.3 of the Part 2 of Schedule 6 of the Planning Agreement becomes Insolvent and

4.2 The Developers fail to appoint an alternative management company or introduce alternative management arrangements to maintain the Property as Open Space within 3 calendar months of such Insolvency

OR

4.3 If the Developers elect to manage and maintain the Property as Open Space in accordance with the requirements of Sub-Paragraph 1.6.2 of the Part 2 of Schedule 6 of the Planning Agreement and all the Developers become Insolvent

5. REGISTRATION

5.1 The Seller shall not object to the registration of an Unilateral Notice against the Registered Title relating to this Agreement for so long as this Agreement shall subsist

5.2 If this Agreement shall lapse the Buyer shall procure the removal of the Unilateral notice from the Registered Title

6. ENTIRE AGREEMENT

This Agreement constitutes the entire contract between the parties to this Agreement

05 OCT 2007

7. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Unless expressly stated nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

SIGNED BY

: _____

[Insert details of relevant Owners or Developers]

SIGNED BY

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL: _____

05 OCT 2007

FIRST SCHEDULE

PROPERTY

[Open Space]

SECOND SCHEDULE

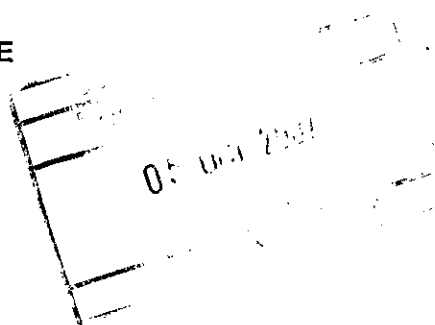
INSOLVENCY EVENTS

1. the entering into of a voluntary arrangement under Part I of the Insolvency Act 1986 ("1986 Act") or entry into a scheme or arrangement with creditors in satisfaction or composition of debts
2. the appointment of an administrator under Part II of the 1986 Act
3. the appointment of a receiver or manager including an administrative receiver whether under Part III of the 1986 Act under the Law of Property Act 1925 or otherwise
4. the passing of a resolution to wind up or the appointment of a provisional liquidator or the making of a winding up order under Part IV of the 1986 Act unless for the purpose of a solvent amalgamation or reconstruction of the company
5. the making of a scheme or arrangement under section 425 of the Companies Act 1985
6. the removal of a company from the Register of Companies or where a company otherwise ceases to exist.

THIRD SCHEDULE

OPTION NOTICE

TO [Seller]
[Address]



1. This is the Option Notice referred to in an Agreement (the "Option Agreement") dated [] and made between [] (1) and [] (2)

- 2. Words and phrases defined in the Option Agreement bear the same meanings in the Option Notice
- 3. This Option Notice is deemed to incorporate the Sale Conditions
- 4. The Buyer exercises the Option
- 5. It is agreed that the sale and purchase of the Property shall be completed on the Completion Date at the Price and on the Sale Conditions

SIGNED by)
an authorised signatory)
for and on behalf of the Buyer)

SIGNED for and on behalf of)
the Seller by [])
as duly authorised Attorney for the Seller)

05 OCT 2007

ANNEX 18

NOMINATIONS AGREEMENT

DATED

200]

XX

[Insert details of Affordable Housing Provider ("AHP")]

and

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL

NOMINATIONS AGREEMENT

SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL
PLANNING MANAGEMENT DEPARTMENT
05 OCT 2007
COUNCIL CLERK

THIS AGREEMENT is made the

day of

Two thousand and [] BETWEEN XX [Insert details of ("AHP")] whose registered office is at XX ("the Association") and South Gloucestershire District Council of Council Offices Castle Street Thornbury BS35 1HF("the Council")

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1. In this Deed:

1.1 "the Land" means all that piece of parcel of land at XXX shown edged in red on the Plan attached to this Deed

1.2 "the Association" includes its Successors in Title to the freehold of the Land

1.3 Word importing one gender shall be construed as importing any other gender

1.4 Word importing the singular shall be construed as importing the plural and vice versa

1.5 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

2. RECITALS

2.1 By a Transfer of dated the [???] has transferred the Land to the Association

2.2 The Provider intends to redevelop part of the Land by building/procuring construction of xx dwellings for rent on it ("the Rental Units") and to make the Rental Units available for rent to persons nominated by the Council

2.3 This Deed is one to which the provisions of Section 106 of the Town & Country Planning Act 1990 ("the Act") applies and may be registered as a Local Land Charge pursuant to Section 1(1)(d) of the Local Land Charges Act 1975

05 OCT 2007

3. ENFORCEABILITY OF COVENANTS

This Deed is made pursuant to Section 106 of the Act and (subject to clauses 15 16 18 and 19) the covenants on the part of the Provider shall be enforceable without any limit of time against any person deriving title from the original covenantee or in respect of its interest in the Land and any person deriving title under it in respect of any lesser interest in the Land as if that person had also been an original covenanting party in respect of the interest for the time being held by him

4. NOMINATION RIGHTS

The Provider grants to the Council the right to nominate 100% of the first tenants of the Rental Units and covenants with the Council that the Provider will let each of the Rental Units on an assured tenancy or such other form of tenancy agreement as shall be permissible from time to time for a Provider landlord ("a Tenancy Agreement") to a nominee of the Council for whom the Rental Unit in question is appropriate in the opinion of the Council having regard to the Provider's qualifying criteria except as provided in Clause 12

5. NOTICE OF HANDOVER

The Provider shall give to the Council's Director of Housing or other nominated Officer of the Council (the name of such nominated Officer to be notified to the Provider in writing) at least six weeks prior notice ("Notice of Availability") of the date of the expected handover of each of the Rental Units to be built upon the Land

6. THE COUNCIL'S NOMINATIONS

The Council shall within fourteen working days of service of a Notice of Availability in respect of a Rental Unit supply to the Provider in respect of such Rental Unit two names and addresses of applicants from the Council's Housing Needs Register or such other persons as the Council thinks fit (each individual applicant or other person to be known as a "Nominee" (and "Nominees) shall be construed accordingly)

05 OCT 2007

7. EARLIER NOTIFICATION OF NOMINEES

If the Council so wishes it may notify to the Provider the names of Nominees at a date earlier than that required by Clause 6 and where the Council does so provide names of Nominees the Provider undertakes with the Council:

7.1 To use its reasonable endeavours to assess the Nominees and to decide which Nominees are Nominees to whom offers will be made in due course in accordance with Clauses 8 and 9

7.2 To notify the Council's Director of Housing or other nominated Officer of the Council (the name of such nominated officer to be notified to the Provider in writing) of the names of those Nominees to whom the Provider intends to make offers and of the names of those Nominees to whom the Provider will not make offers and of the reasons therefor such notification to be within ten working days of receiving the notification referred to above and

7.3 That the Council may at any time prior to the date by which the names of Nominees must be provided pursuant to Clause 6 supply the Provider with the names of additional Nominees to replace some or all of those rejected and notified to the council pursuant to Clause 7.2

8. THE PROVIDER'S CHOICE OF NOMINEES

The Provider may choose any Nominee and offer to grant to that Nominee a Tenancy Agreement of a Rental Unit

9. ASSESSMENT OF PROSPECTIVE TENANTS

The Provider shall not be obliged to offer any Rental Unit to a Nominee unless and until the Provider has assessed such Nominee as being an appropriate person (as reasonably defined by the Provider) who has priority of need for such a tenancy in accordance with the usual lettings criteria and allocations policy adopted by the Provider for the assessment of prospective tenants ("the Qualifying Criteria for a Tenancy")

05 OCT 2007

10. FURTHER NOMINATIONS

If a Nominee rejects the offer in Clause 8 or does not accept the offer within 5 working days the Provider shall make a second offer of the Rental Unit in question to a second Nominee and if such second Nominee rejects the offer to take a Tenancy the Provider shall make a third offer of the Rental Unit in question to a third Nominee and if such third Nominee rejects the offer to take a Tenancy Agreement then the Provider shall have the right to offer the Rental Unit in question to any person it chooses in its absolute discretion but will offer the Council the next vacancy of an equivalent Rental Unit

11. GENERAL APPLICATION OF THE PROCEDURE

The procedure set out in Clauses 5 to 10 inclusive shall be carried out in respect of every Rental Unit for which the Council has nomination rights

12. ALTERNATIVE OFFERS BY THE PROVIDER

For the avoidance of doubt if the Provider is unable to make or continue to make offers to Nominees pursuant to Clause 8 because a Nominee or the remaining Nominees do not meet the Qualifying Criteria for a Tenancy or the remaining approved Nominees have rejected the Provider's offer of a Tenancy Agreement or have not accepted the Provider's offer of a Tenancy Agreement within 5 working days of the offer of a Tenancy Agreement, or the Council has failed to make nominations in accordance with the procedures set out in the Agreement then the Provider may offer to grant a Tenancy Agreement to any person in its absolute discretion on such terms as the Provider acting reasonably thinks fit, on discussion with the Council

13. CONTINUATION OF THE COUNCIL'S NOMINATION RIGHTS

The Provider undertakes that after the first Tenancy Agreement of a Rental Unit has been granted in accordance with this Agreement the Council shall continue to have nomination rights in respect of fifty per cent of the Rental Units that become available for letting in the future the Council having the nomination rights in respect of the first two out of every four

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05 OCT 2007

vacancies that arise and the Provider shall give notice of every vacancy that arises to the Council

14. COUNCIL'S NOTICE TO THE PROVIDER

If the Council wishes to exercise the right conferred by Clause 13 it shall give to the Provider the names and addresses of two Nominees within seven working days of the Director of Housing or other Officer nominated for the purpose being so requested by the Provider and in all other respects the provisions of Clauses 8 to 10 of this Agreement shall apply

15. MORTGAGEE IN POSSESSION

The terms of this Agreement shall not be binding upon a mortgagee or chargee holding a legal charge on the Land nor any receiver appointed by such mortgagee or chargee or any purchaser therefrom and such mortgagee chargee or receiver may deal with or dispose of the Land free from the terms of this agreement

16. RELEASE

Forthwith upon completion of the sale or disposal of the Land in accordance with Clause 15 the Council will procure the release of the Land (and the Provider and its successors in title) from the terms of this Agreement and thereafter this Agreement shall become null and void

17. NOTICE OF TENANCY AGREEMENT

The Provider shall give notice to the Council of every Tenancy Agreement made pursuant to the terms of this Agreement

18. ACQUISITION BY TENANTS

The terms of this Agreement shall not be binding upon a tenant who acquires a freehold or leasehold interest in a Rental Unit or any mortgagee or chargee holding a legal charge on the said Rental Unit nor any purchaser therefrom. And forthwith upon completion of the acquisition the Council will procure the release of the said Rental Unit and the tenant from the terms of this Agreement

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05 JUL 2007

19 SHARED EQUITY SCHEMES

The terms of this Agreement shall not be binding upon the purchaser of a freehold or leasehold interest in a Rental Unit or any mortgagee or chargee holding a legal charge on the said Rental Unit nor any purchaser therefrom. And forthwith upon completion of the purchase of the said Rental Unit the Council will procure the release of the said Rental Unit from the terms of this Agreement

05 OCT 2007

ANNEX 19

EXTRACTS FROM HOUSING CORPORATION SHARED OWNERSHIP LEASE

05 OCT 2007

EXTRACTS FROM SHARE OWNERSHIP LEASE

"SCHEDULE 4

Calculation Of Specified Rent

3. In this Schedule the following expressions have the following meanings:
- 3.1 "the Review Date" shall mean [] and each successive [1st October] during the term
- 3.2 "the Relevant Percentage" shall mean at any time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Portioned Percentages paid for pursuant to Clause 2 and Schedule 4 hereto
- 3.3 "RPI" shall mean the United Kingdom General Index of Retail Prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the RPI
- 3.4 "New Gross Rent" shall mean the Gross Rent increased pursuant to Paragraph 2 hereof on each Review Date
4. On each Review Date the New Gross Rent shall be calculated by increasing the Gross Rent on the Commencement Date by a percentage equivalent to the percentage increase of the RPI published for the month of July {****} to the RPI published for the month of July prior to the relevant RPI Review Date
- [**** refers to the July one year prior to the first review date, e.g. for October 2004 reviews, July 2003]*
5. On each Review Date the Specified Rent payable hereunder shall be reviewed to an amount equal to the Relevant Percentage of the New Gross Rent as at the relevant Review Date or the amount of the Specified Rent previously payable whichever is the greater
6. Immediately following each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of the Specified Rent then payable

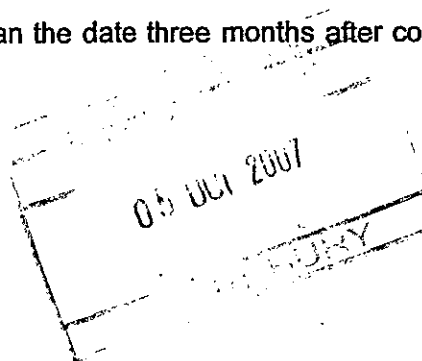
05 OCT 2007

THORNEBURY

SCHEDULE 5

Staircasing Provisions

1. In this Schedule and in Clause 8 the following expressions have the following meanings respectively:
 - 1.1 "Market Value" shall at the date hereof mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing vendor upon the terms and conditions contained herein and on the assumption that the Relevant Percentage is nil (the Leaseholder having acquired 100% of the shares in the Premises) AND disregarding the following matters:
 - 1.1.1 any mortgage of the Leaseholder's interest
 - 1.1.2 any interest in or right over the Premises created by the Leaseholder
 - 1.1.3 any improvement made by the Leaseholder or any predecessor in title of his and
 - 1.1.4 any failure by the Leaseholder or any predecessor in title to carry out the obligations contained in Clauses 3.3 and 3.4 hereof 1.1.5 the provisions of Paragraph 3 hereof
 - 1.2 "a Portioned Percentage" shall mean at any relevant time (including for the avoidance of doubt on the Final Staircasing) a portion of the then Market Value of the Premises up to a maximum of 100 per cent, being a minimum of at least 10% of the Market Value
 - 1.3 "the Relevant Percentage" shall mean at any relevant time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Percentages paid for pursuant to Paragraph 2.4 hereof
 - 1.4 "the Valuer" means an independent expert who is an associate or fellow of the Royal Institution of Chartered Surveyors agreed between the Landlord and the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by or on behalf of the President of the Royal Institution of Chartered Surveyors
 - 1.5 "Final Staircasing" shall mean the purchase of such Portioned Percentage as reduces the Relevant Percentage to nil
 - 1.6 "The Relevant Date" shall mean the date three months after completion of the Final Staircasing



2.

2.1 At any time or times during the term the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage he proposes to acquire PROVIDED THAT this Paragraph 2.1 shall apply to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3.18 hereof

2.2 The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholder's notice served pursuant to Paragraph 2.1 (upon which the price of acquisition will be based) within fourteen days of receipt of the said notice and shall notify the Leaseholder of the amount of the Valuer's determination in writing within seven days of receipt of the said determination

2.3 At any time within three months of the said determination by the Valuer the Leaseholder may pay for a Portioned Percentage in accordance with the provisions of Paragraph 2.4 of this Schedule

2.4 The Leaseholder may pay for a Portioned Percentage by paying to the Landlord a sum equal to that Portioned Percentage and as from the date of such payment the Specified Rent payable hereunder shall be a rent equal to the Relevant Percentage of the Gross Rent or the New Gross Rent where the date of payment falls after a Review Date

2.5 On completion of the payment for a Portioned Percentage in addition to the sum or the price payable as hereinbefore provided the Leaseholder shall pay any arrears of rent and any other sums due to the Landlord hereunder. The Landlord and the Leaseholder shall, save as provided in Paragraph 5 hereof pay their own costs and expenses in connection with such payment or purchase

2.6 Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith complete in duplicate a Memorandum as in the form annexed and attach one to the original and one to the counterpart of this Lease specifying the Portioned Percentage paid for and the Specified Rent then payable

3.

3.1 The provisions of this Paragraph 3 shall take effect only if on the Relevant Date the Leaseholder is not the same person or persons or the personal representative(s) of the same person or persons who was or were the Leaseholder immediately prior to the completion of the Final Staircasing PROVIDED THAT this Paragraph 3 shall have no effect in the event that a mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3.18 hereof exercised the right to complete the Final Staircasing

3.2 The Landlord shall instruct the Valuer to determine the Market Value of the Premises as at the Relevant Date within 14 days of the Relevant Date

PLANNING DEPARTMENT
CITY OF TORONTO

05 OCT 2007

THORNTON

- 3.3 Within seven days of receipt of the Valuer's Determination obtained pursuant to Paragraph 3.2 the Landlord shall notify the Leaseholder of the amount of the said Determination in writing together with the amount determined as the Market Value of the Premises by the Valuer for the purposes of the Final Staircasing
- 3.4 Within 28 days of receipt of the notification from the Landlord pursuant to Paragraph 3.3 the Leaseholder shall pay the Landlord the amount (if any) by which the Market Value of the Premises as at the Relevant Date exceeds the Market Value of the Premises determined by the Valuer for the purposes of the Final Staircasing
4. Upon payment of the sum referred to in Paragraph 3.4 or upon the Relevant Date if there is no sum payable to the Landlord pursuant to Paragraph 3.4 or if Paragraph 3 as a whole is inapplicable the following provisions of this Lease shall no longer have effect:

Clauses 1.2.7

1.2.8

3.15.2

3.16

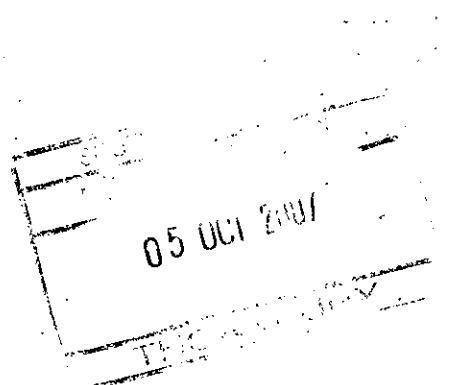
8 and 9

Schedule 4

Schedule 5 (except this paragraph 4)

Schedule 7

5. The costs of any determination by the Valuer pursuant to the provisions of this Schedule shall be paid by the Leaseholder to the Landlord on demand
6. It is hereby agreed and declared that the decision of the Valuer shall be final and binding on the parties hereto*



ANNEX 20

Council's Approved List of RSLs

South Gloucestershire Council's List of Approved Registered Social Landlord Partners

August 2007

The Homes West partners are:

- Arcadia Housing Group
- Aster Group
- Somer Housing Group
- Sovereign Housing Group



The South Gloucestershire Housing Partnership members are:

- Bromford Housing Group
- Arcadia Housing Group
- Solon South West Housing Association
- Sovereign Housing Group
- Spectrum Housing Group
- United Housing Association



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