

**BUCKINGHAMSHIRE COUNCIL (1)**  
-and-  
**JANET WILSON (2)**  
-and-  
**IRENE SMITH (3)**  
-and-  
**RICHARD WILLIAM MAYCOCK (4)**  
-and-  
**BELLCROSS COMPANY LIMITED (5)**  
-and-  
**CONNOLLY HOMES PLC (6)**  
-and-  
**HALLAM LAND MANAGEMENT LIMITED (7)**  
-and-  
**WILLIAM DAVIS LIMITED (8)**  
-and-  
**TAYLOR WIMPEY UK LIMITED (9)**  
-and-  
**BARCLAYS BANK PLC (10)**

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**DEED OF PLANNING OBLIGATION**

Under Section 106 of the Town and Country Planning Act 1990 and other enabling powers  
Relating to development at the land situated between Whaddon Road, Standing Way and Buckingham Road, Bletchley to the south west of Milton Keynes, Buckinghamshire

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Ref: /AVDC-PL999-021423

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**THIS DEED OF PLANNING OBLIGATION** is made on

2021

**BETWEEN**

- (1) BUCKINGHAMSHIRE COUNCIL, (the statutory successor to Aylesbury Vale District Council and Buckinghamshire Council) of The Gateway, Gatehouse Road Aylesbury, Buckinghamshire HP19 8FF (the **"Council"**);
- (2) JANET WILSON of The Cottage, Yettington, Budleigh Salterton, Devon EX9 7BW (hereinafter called the **"First Owner"**);
- (3) IRENE SMITH of 2 Lake Close, Winslow, Buckingham, Buckinghamshire MK18 3LS (hereinafter called the **"Second Owner"**);
- (4) RICHARD WILLIAM MAYCOCK of Hurdlesgrove Farm, Whitchurch, Aylesbury, Buckinghamshire HP22 4EJ (hereinafter called the **"Third Owner"**);
- (5) BELLCROSS COMPANY LIMITED (Company Registration Number 55404) of 48/50 Reginald Street, Luton LU2 7QZ (hereinafter called the **"Fourth Owner"**);
- (6) CONNOLLY HOMES PLC (Company Registration Number 761425) of Manor Farm Court, Lower Sundon, Luton, Bedfordshire, LU3 3NZ (hereinafter called the **"Fifth Owner"**);
- (7) HALLAM LAND MANAGEMENT LIMITED (Company Registration Number 2456711) of Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD (hereinafter called the **"First Option Holder"**);
- (8) WILLIAM DAVIS LIMITED (Company Registration Number 468397) of Forest Field, Forest Road, Loughborough, Leicester, LE11 3NS (hereinafter called the **"Second Option Holder"**);
- (9) TAYLOR WIMPEY UK LIMITED (Company Registration Number 1392762) of Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR (hereinafter called the **"Third Option Holder"**); and
- (10) BARCLAYS BANK PLC (Company Registration Number 1026167) of 1 Churchill Place, London, E14 5HP (hereinafter called the **"Mortgagee"**).

**BACKGROUND**

- (A) The Buckinghamshire (Structural Changes) Order 2019 established the Council as a new unitary district council for the whole of Buckinghamshire.
- (B) The Local Government (Structural Changes) Transfer of Functions, Property, Rights and Liabilities Regulations 2008 and the Local Government (Structural Changes) (Transitional Arrangements) (No.2) Regulations 2008 Regulations (as amended) provides for the abolition of Aylesbury Vale District Council and Buckinghamshire County Council on 1st April 2020 and for all the functions and powers, property, rights and liabilities vested and exercised by the abolished councils to transfer to and vest in the Council.
- (C) The Council is the local planning authority, highways authority and education authority for the purposes of the 1990 Act for the area in which the Land is situated and by whom the obligations in this Deed are enforceable
- (D) The First Owner is registered at the Land Registry with freehold Title Absolute under Title Numbers BM355623 and BM235948 in respect of the Pink Land.
- (E) The Second Owner is registered at the Land Registry with freehold Title Absolute under Title Number BM344031 in respect of the Light Blue Land.

- (F) The Third Owner is registered at the Land Registry with freehold Title Absolute under Title Number BM344057 in respect of the Dark Blue Land subject to the Charge.
- (G) The Fourth Owner and the Fifth Owner are registered at the Land Registry with freehold Title Absolute under Title Number BM223594 in respect of the Yellow Land.
- (H) The Option Holders have an interest in the Pink Land, the Light Blue Land and the Dark Blue Land by virtue of the Option Agreements.
- (I) The Mortgagee has an interest in the Dark Blue Land by virtue of the Charge.
- (J) The Option Holders submitted the Planning Application to the Council to carry out the Development.
- (K) The Council resolved at a meeting of its Strategic Development Management Committee held on [ ] to delegate authority to determine the Planning Application to the Planning Manager following completion of this Deed.
- (L) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development in compliance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).
- (M) The Parties have accordingly agreed to enter into this Deed to secure the planning obligations contained in this Deed with the intention that the obligations should bind the Land and be enforceable against the Parties and their successors in title and any person claiming or deriving title through under or in trust for them.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

|   |  |
|---|--|
| <b>"1972 Act"</b>                                       | the Local Government Act 1972 (as amended)   |
| <b>"1980 Act"</b>                                       | the Highways Act 1980  |
| <b>"1990 Act"</b>                                       | the Town and Country Planning Act 1990 (as amended)  |
| <b>"2011 Act"</b>                                       | the Localism Act 2011  |
| <b>"A421 Corridor"</b>                                  | the corridor of land and road known as the A421 between Buckingham and Milton Keynes shown for identification coloured X on plan X   |
| <b>"A421 Corridor Improvements Contribution"</b>        | a sum of [£1,300,896] (Index Linked) to be paid to the Council towards the cost of providing a scheme of capacity improvements to the A421 Corridor as identified in the A421 Corridor Improvements Notice |
| <b>"A421 Corridor Improvements Design Contribution"</b> | a sum of (Index Linked) to be paid to the Council towards the cost of designing a scheme of capacity improvements to the A421 Corridor as identified in the A421 Corridor Improvements Notice              |
| <b>"A421 Corridor Improvements Notice"</b>              | the written notice to be served by the Council on the Owners calling for payment of the A421 Corridor Improvements Contribution and identifying the  |

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|  | location and details of the highway improvements to which the A421 Corridor Improvements Contribution is to be applied  |
| <b>"Additional Commuted Sum"</b>       | <p>an additional sum over and above the Commuted Sum which the Council may deem necessary to be paid to cover any additional future maintenance costs of the:</p> <ul style="list-style-type: none"><li>(a) Play Facilities; and/or</li><li>(b) the Open Space Land</li></ul> <p>such sum to be calculated by applying the schedule of rates contained in the Good Practice Guide to the Play Facilities and/or the requirements of the Open Space Land Scheme (or relevant part thereof) and such sum to be increased by the amount (if any) equal to the rise in the Index from 1 March 2002 (or if later the date of the applicable Good Practice Guide) until the date the sum is paid under the terms of this Deed</p> |
| <b>"Affordable Dwellings"</b>          | the dwellings to be constructed on the Land as part of the Development and detailed in the relevant Affordable Housing Plan and which are to be provided as Affordable Housing in accordance with the Tenure Split and made available for Occupation by Eligible Households   |
| <b>"Affordable Dwellings for Rent"</b> | the dwellings forming part of the Affordable Dwellings which are to be made available for letting at an Affordable Rent to Eligible Households  |
| <b>"Affordable Housing"</b>            | <p>housing to be provided to specified Eligible Households whose incomes are insufficient to enable them to buy or rent housing available locally on the open market and which:</p> <ul style="list-style-type: none"><li>(a) meets the needs of Eligible Households including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices; and</li><li>(b) includes provision for the home to remain at an affordable price for future Eligible Households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision</li></ul>   |
| <b>"Affordable Housing Plan"</b>       | a drawing to be submitted to the Council for approval and which identifies the locations the distribution and agreed mix of all the Affordable Dwellings within a Development Parcel such plan to be in accordance with the relevant approved Phase Affordable Housing Scheme (unless otherwise agreed in writing by the Council)   |
| <b>"Affordable Rent"</b>               | rent charged by the Association to Eligible Households at a rate not to exceed 80% of the local market rent   |

for an equivalent property of the same size and location such that the total rent charged shall be:

- (a) inclusive of service charge; and
- (b) capped for 12 months at a level equal to or below that of the Local Housing Allowance Rate

**"Allotments"**

the area of the Land within Phase 2 comprising not less than 1.18 hectares to be provided as allotment pitches as part of a Landscape Phase in accordance with the relevant Landscape Scheme and broadly in accordance with the standards required by the National Society of Allotment and Leisure Gardeners Limited (or such other standard as may be agreed by the party responsible for managing the Allotments) for allotment pitches at the date hereof broadly in the location shown coloured purple and labelled "Allotments" on Plan 2 (or in such other location as shall be agreed in writing with the Council)

**"Alternative Health Centre Land"**

a part of the Land located within the Employment Land comprising not less than 0.2 hectares and not more than 0.3 hectares to be identified and approved as part of the Alternative Health Centre Land Scheme

**"Alternative Health Centre Land Marketing Strategy"**

the strategy for marketing the Alternative Health Centre Land to relevant health providers as a potential location for a Health Centre at a market value for such uses

**"Alternative Health Centre Land Scheme"**

a scheme for the provision of the Alternative Health Centre Land identifying its location within the Employment Land such scheme to include space for an appropriate number of parking spaces to be used by medical staff and patients and to show the main points of access and egress associated with the provision of a Health Centre on the Alternative Health Centre Land and to include an Alternative Health Centre Land Marketing Strategy which may be submitted for the written approval by the Council in accordance with the **Schedule 8**

**"Amenity Land"**

all those parts of the Land which are informal open space including the amenity areas, verges or areas of landscaping forming part of the Development, and all areas (not privately owned) in and around the Dwellings the exact position of which is to be agreed by the Council as part of the Landscape Schemes and more particularly the individual Reserved Matters Applications for the Development Parcels which for the avoidance of doubt shall not be or construed to be open space within the meaning of the Open Spaces Act 1906 but may include SuDS

**"Appointments"**

the separate deeds of appointment to be entered into between the Owners and each of the Architect, the mechanical and electrical engineer/s, structural engineer/s and any other professional consultants, contractors and/or sub-contractors who may be appointed by the Owners and/or the Contractor in

connection with the design and construction of the Primary School

**“Architect”**

an architect suitably qualified (RIBA or equivalent) and/or a reputable firm of architects with proven experience of the design of educational facilities or similar consultants as the Owners may from time to time appoint in connection with the design and construction of the Primary School

**“Association”**

means a provider of social housing registered as a provider of social housing (pursuant to section 111 of the Housing and Regeneration Act 2008) with Homes England or its successors which has been chosen by the Owners and the Option Holders from the Preferred Partners List or such other registered provider of social housing as may be approved in writing by the Council and the expression **“Associations”** shall be construed accordingly

**“Bond”**

a bond which shall be substantially in the form set out in **Appendix 2** to this Deed (or such other form approved respectively by the Council) in the sum (or part thereof) outstanding at the time the Bond is provided pursuant to **Schedule 3** executed and delivered respectively to the Council by the Surety such Bond to be reduced in value as soon as any Obligations which are covered by the Bond have been satisfactorily performed and upon the application in writing to the Council for such reduction by the Owners

**“Building Contract”**

the contract (if any) for the carrying out of the design and construction of the Primary School to be entered into as a deed between the Owners and the Contractor under the JCT Standard Building Contract with Quantities SBC/Q2016 or JCT Design and Build Contract 2016 and incorporating such amendments as may be approved in writing by the Council

**“Bus Service”**

the provision a new or improved bus service to serve the Development in accordance with the Public Transport Framework Specification attached hereto in **Appendix 15**

**“Broad Rental Market Area”**

an area the boundaries of which are defined by the Valuation Office Agency and within which a person could reasonably be expected to live having regard to facilities and services for the purposes of health, education, recreation, personal banking and shopping, taking account of the distance of travel, by public and private transport, to and from those facilities and services and which contains:

- (a) residential premises of a variety of types including such premises held on a variety of tenures; and
- (b) sufficient privately rented residential premises, to ensure that the local housing allowance rate for the area is representative of the rents that a landlord might



reasonably be expected to obtain in that area

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| <b>"Certificate"</b>                         | a certificate (or certificates) to be issued by the Council when the Allotments and the Interpretation Panels within a Landscape Phase have been provided laid out and landscaped and any required facilities thereon have been provided in accordance with the relevant Landscape Scheme for that Landscape Phase and (to the extent that <b>Part 3</b> and <b>Part 5</b> of <b>Schedule 5</b> applies) when it is satisfied that such Landscape Phase has also been maintained in accordance with the relevant Landscape Scheme for that Landscape Phase |
| <b>"Certificate of Final Completion"</b>     | the certificate issued by the Architect to the Contractor relating to the contract pursuant to <b>paragraph 5</b> of this Schedule, to certify that any defects, shrinkages or faults identified within the Defects Liability Period have been satisfactorily rectified in accordance with the procedures set out in <b>paragraphs 5 and 6</b> of this Schedule  |
| <b>"Certificate of Practical Completion"</b> | a certificate issued by an Architect to confirm that Practical Completion in respect of the relevant works has occurred according to the terms of the Building Contract  |
| <b>"Challenged Permission"</b>               | the Planning Permission being the subject of any judicial review proceedings including an application for permission to bring judicial review proceedings or other legal challenge and "Challenge" will be interpreted accordingly   |
| <b>"Charge"</b>                              | the charge dated 1 September 1983 in favour of the Mortgagee registered on title number BM344057   |
| <b>"Chargee"</b>                             | means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the Association or any persons or bodies deriving title through such mortgagee or chargee or Receiver  |
| <b>"CIL Regulations"</b>                     | the Community Infrastructure Levy Regulations 2010 (as amended)  |
| <b>"Client's Snagging Inspection"</b>        | the inspection by Owner's Representative and the Council's Representative of the completed works or by agreement completed parts of the works to identify all Snags which are to be rectified by the Contractor  |
| <b>"Collateral Warranties"</b>               | separate deeds of collateral warranty in the forms approved as part of the Primary School Scheme in favour of the Council or such third party as the Council may reasonably require to be entered into (and capable of being assigned on not less than two occasions), including but not limited to, by the  |

Contractor, the Architect, the mechanical and electrical engineer/s, quantity surveyor/s, structural engineer/s and any sub-contractors appointed or to be appointed with a material design responsibility for any part of the construction and/or fitting out of the Primary School and including the manufacture of but not limited to curtain walling, boilers including all ancillary apparatus and equipment, air conditioning and photovoltaic panels and any sub-contractors who undertake work on but not limited to the substructure, superstructure, roof coverings, curtain walling, cladding, building services, installations, glazing, lifts (if any) and fire protection of the Primary School together with any replacement party that may be appointed by the Owners and/or the Contractor subject only to such amendments as do not (but not limited to) materially attenuate the liability of the warrantor and which shall first be approved by the Council

**"Commencement Construction"**

**of** in relation to any of the Dwellings or Non-Residential Unit (as the context so requires) or other buildings to be constructed as part of the Development pursuant to the Planning Permission the construction of the built foundations of the Dwelling or Non-Residential Unit (as the context so requires) or the other building to be constructed as part of the Development and the words **"Commence Construction"** **"Construction has Commenced"** and **"Commenced Construction"** shall be construed accordingly

**"Commencement Development"**

**of the** commencement of the Development pursuant to the Planning Permission by the carrying out of a material operation (as defined in Section 56(2) of the 1990 Act) other than (for the purpose of this Deed only) operations consisting of:

- (a) site clearance
- (b) demolition work
- (c) archaeological investigations
- (d) investigations for the purpose of assessing ground conditions
- (e) remedial works in respect of any contamination or other adverse ground conditions
- (f) diversions and laying of services
- (g) erection of any temporary means of enclosure and
- (h) the temporary display of site notices or advertisements; or
- (i) highway access works

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|  | and the word <b>"Commence"</b> and <b>"Commenced"</b> shall be construed accordingly   |
| <b>"Commercial Travel Plan"</b>                        | a travel plan or plans prepared by the Owners and to be approved by the Council in a form broadly consistent with the Residential Travel Plan (or such revised form as may be agreed in writing with the Council) to be implemented to encourage the occupiers and/or users of one or more (as applicable) Commercial Units within the Development to use sustainable forms of transport whilst travelling to and from those units   |
| <b>"Commercial Travel Plan Further Monitoring Fee"</b> | the additional sum of £1,000 (Index Linked) per annum payable to the Council in respect of its role in monitoring, reviewing and supervising the implementation of the Commercial Travel Plan or plans   |
| <b>"Commercial Travel Plan Monitoring Fee"</b>         | the sum of £5,000 (Index Linked) payable to the Council in respect of its role in monitoring, reviewing and supervising the implementation of the Commercial Travel Plan or plans  |
| <b>"Commercial Units"</b>                              | the Non-Residential Unit for commercial use as part of the Employment Land   |
| <b>"Committed"</b>                                     | in respect of such contribution the Council has entered into a contract for the expenditure of the contribution for the purpose for which it was paid which is reasonably likely to result in the fulfilment of that purpose   |
| <b>"Common Housing Register Agreement"</b>             | an agreement between the Council and registered providers of social housing for the purpose of establishing and maintaining a common housing register including a choice-based lettings scheme   |
| <b>"Community Building"</b>                            | the community building to be provided within the Development on the Community Building Land together with associated parking   |
| <b>"Community Building Land"</b>                       | the part of the Land comprising not less than 0.2 hectares shown coloured orange and labelled "Community Building Land" on Plan 2 (or such other part of the Land as may be agreed in writing with the Council)  |
| <b>"Community Building Scheme"</b>                     | detailed plans and specifications of the Community Building which are broadly in accordance with the outline specification set out in <b>Appendix 12</b>   |
| <b>"Commuted Sum"</b>                                  | means a sum calculated at a rate of £58,800 (fifty eight thousand eight hundred pounds) per hectare of the Open Space Land (or such higher figure as may be specified in updated versions of Appendix A to the Good Practice Guide which is in force at the time when a particular area of the Open Space Land is ready to be transferred to the Parish Council) such sum to be increased by the amount (if any) equal to the rise in the Index from the date of this Deed until the date actual payment of the sum and which is to be paid by |

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|  |                              | the Owner to the Council for the future maintenance of the Open Space Land   |
| <b>"Completion"</b>                        |                              | means in relation to any of the Dwellings the date on which the relevant Dwelling is certified as completed by the National House Building Council (or such other body replacing it) or by the Council's building control officer (or other relevant officer of the Council) and in relation to the Development as a whole this means the date on which the last Dwelling has been so certified and the word <b>"Completed"</b> shall be construed accordingly |
| <b>"Contractor's Inspection Programme"</b> | <b>Snagging Schedule and</b> | a document produced by the Contractor and submitted to the Owner's Representative and the Council's Representative for their written approval such approval not to be unreasonably withheld or delayed which sets out his detailed plan and timetable for his snagging of all of the works in readiness for the Client's Snagging Inspection   |
| <b>"Contractor"</b>                        |                              | the contractors appointed by the Owners to construct the Primary School in respect of whom the Owners have carried out reasonable due diligence to ascertain their competence, reputation and suitability to construct the Primary School and with previous experience in constructing educational facilities and provide the Council with the results of such enquiries   |
| <b>"Contribution"</b>                      |                              | the payments and obligations made by the Owners to the County Council pursuant to <b>Schedules 5, 8 and 9</b> of this Agreement  |
| <b>"Costs Plan"</b>                        |                              | the schedule setting out the estimated cost of discharging the Obligations which relate to the relevant Phase and the estimated cost of discharging any Triggered Obligations on any Triggered Obligations Land for that Phase appended hereto   |
| <b>"Council's Representative"</b>          |                              | a representative appointed by the Council in connection with the Primary School  |
| <b>"Cycle Parking Contribution"</b>        |                              | the sum of £25,000 (Index linked) payable to the Council and to be applied to secure the Cycle Parking Provision   |
| <b>"Cycle Parking Provision"</b>           |                              | the provision of new or additional cycle parking bays at or within the vicinity of Bletchley Station   |
| <b>"Dark Blue Land"</b>                    |                              | the part of the Land shown indicatively shaded dark blue on Plan 1   |
| <b>"Defects Liability Period"</b>          |                              | the period of twelve months from the date of issue of the Certificate of Practical Completion for the making good of defects, shrinkages or other faults under the Building Contract   |
| <b>"Defect Notification Form"</b>          |                              | the Defect Notification Form in the form set out at <b>paragraph 6</b> of this Schedule  |

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| <b>"Development"</b>                            | the development of the Land pursuant to the Planning Permission more particularly referred to in the Planning Application and described in <b>Schedule 3</b>  |
| <b>"Development Contributions Co-ordinator"</b> | an officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the 1990 Act to whom all notices, correspondence and approvals must be sent in the manner prescribed at <b>clause 4</b>  |
| <b>"Development Delivery Team"</b>              | the Development Delivery Team (Community Fulfilment) The Gateway Gatehouse Road Aylesbury HP19 8FF or such alternative entity as may be identified by the Council   |
| <b>"Development Parcel"</b>                     | a parcel of residential development within a Phase identified on a Phase Implementation Plan  |
| <b>"Dwellings"</b>                              | the Affordable Dwellings and the Market Housing Dwellings and the expression <b>"Dwelling"</b> shall be construed accordingly   |
| <b>"Education Contributions"</b>                | the Primary Education Contribution, the Primary School Contribution (if paid), the Primary School Loose Furniture and Equipment Contribution (if paid), the Secondary Education Contributions, the Secondary School Alternative Site Contribution (if paid) and the SEN Contribution      |
| <b>"Eligible Households"</b>                    | those persons who are assessed by the Council and/or the Association as being unable to meet their housing needs requirements in the private sector market because of the relationship between housing costs and incomes  |
| <b>"Employment Land"</b>                        | that part of the Land shown indicatively coloured pink and labelled "Employment Land" on Plan 2 comprising not less than 2.07 hectares but which for the avoidance of doubt includes the Alternative Health Centre Land   |
| <b>"Employment Land Marketing Strategy"</b>     | a strategy for the marketing of the Employment Land (which for the avoidance of doubt may exclude the Alternative Health Centre Land subject to the operation of <b>Schedule 9</b> ) including a programme for its implementation and a protocol for its periodic review with the Council |
| <b>"Exempt Disposal"</b>                        | a transfer, lease, tenancy or charge of: <ul style="list-style-type: none"> <li>(a) Dwellings or Non-Residential Units or any part of them; or</li> <li>(b) part of the Land to a local planning authority or a statutory undertaker</li> </ul>   |
| <b>"Farmland Bird Mitigation Contribution"</b>  | the sum of £[ ],000 (Index linked) payable to the Council and to be applied to secure the Farmland Bird Mitigation Works  |

|                                |                 |                   |  |
|--------------------------------|-----------------|-------------------|--|
| <b>"Farmland Works"</b>        | <b>Bird</b>     | <b>Mitigation</b> | measures secured to compensate for the impact on farmland birds identified in the ecology assessments submitted in support of the Planning Application   |
| <b>"Final Certificate"</b>     |                 |                   | a certificate (or certificates) to be issued by the Council on expiration of the Maintenance Period (whichever is applicable in the context) when it is satisfied that a Landscape Phase has been provided laid out and landscaped and any required facilities thereon have been provided in accordance with the relevant Landscape Scheme for that Landscape Phase and (to the extent that <b>Part 1 of Schedule 5</b> applies) when it is satisfied that such Landscape Phase has also been maintained in accordance with the relevant Landscape Scheme for that Landscape Phase   |
| <b>"Final Handover"</b>        |                 |                   | the date 10 Working Days' following the issue of the Certificate of Final Completion PROVIDED THAT Final Handover will only occur when the Council has received the Primary School Handover Details in compliance with <b>paragraph 3.4.23 of Schedule 8</b>   |
| <b>"First Application"</b>     | <b>Reserved</b> | <b>Matters</b>    | the first application to be made to the Council as local planning authority for approval of the matters set out in the Planning Application and the appropriate conditions of the Planning Permission as being reserved for subsequent approval by the Council   |
| <b>"Fixtures and Fittings"</b> |                 |                   | the provision of fixtures and fittings for the Primary School which are not provided for as Loose Furniture and Equipment generally in accordance with the following as required by the Primary School to deliver the curriculum. Such fixtures and fittings will include but not limited to fixed gym equipment (such as wall bars); all internal and external line markings; storage units and built in cupboards/kitchen units (including shelving); a fully operating stainless steel kitchen (suitable for the preparation of hot school meals) and will include appliances fitted as part of the fixed kitchen cabinets (such as industrial cookers, hoods, ovens, dishwashers, fridges and servery); W.C.'s (including all appropriate fittings); showers; floor, wall and ceiling finishes; cleaner's basins; ovens and sinks generally; window and door furniture (including appropriate finger guards); sprinkler system and fire hydrants; blinds; fitted electrical equipment (such as plugs and sockets, light fixtures, stage lighting); telephone points; notice/white boards; internal and external signage; cloakroom fixtures and fittings (including coat hooks and benches) together with all external works on the Primary School Site including landscaping; external lighting; school security measures (such as intruder alarms, CCTV and Door Entry Systems); gates; paths; shed (including base); cycle storage facilities; fixed play equipment and canopies for Key Stage 1; appropriate boundary fences and boundary treatment; all connections to mains services including wiring for voice and data telemetry from the service to the point of use; infrastructure to meet ICT needs of the school including access to both cable and wireless data throughout the buildings. All service media and |

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|   |  | equipment as provided or supplied by the Owners/Developer to be operational at Handover   |
| <b>"Footpath 19 Off-Site Improvements Contribution"</b>     |  | the sum of [£41,800] (Index Linked) to be paid to the Council towards the cost of the Footpath 19 Off-Site Improvements   |
| <b>"Footpath 19 Off-Site Improvements"</b>                  |  | the improvements to that part of the Footpath between the Development and Newton Longville Village shown as a broken orange line on Plan 3  |
| <b>"Footpath 19 On-Site Improvements"</b>                   |  | the dedication of land by the Owners pursuant to Section 25 of the 1980 Act of a new public bridleway along the alignment of Footpath 19 within the Land the approximate location of which is shown on Plan 3   |
| <b>"Footpath 19"</b>  |  | public footpath NL0/19/1 between Weasel Lane and the railway line, shown as a solid and broken orange line on Plan 3  |
| <b>"Fully Serviced and Constructed Affordable Dwelling"</b> |  | that each of the Affordable Dwelling has been completely constructed and connected to mains services including gas (if provided to the Development) water electricity sewerage and telephone services with sufficient vehicular and pedestrian access over those parts of the Land to be laid out as footway and highway which shall mean that the footway and highway to serve each Affordable Dwelling is fully constructed to the highway authority's adoptable standards in two stages namely: <ul style="list-style-type: none"> <li>(a) to base course during the construction of the Development; and</li> <li>(b) upon Completion of the Development to the full specification required to enable adoption to take place</li> </ul> |
| <b>"Good Practice Guide"</b>                                |  | the Good Practice Guide for the Provision of the Amenity Land prepared by the Council in January 2004 as updated by revised editions of Appendix A of that guide (or such subsequent edition of that guide which is available when the Landscape Scheme is submitted to the Council for approval)   |
| <b>"Guarantor"</b>  |  | a parent company or other body or company which has been approved in writing by the Council and whose Net Assets are at least five times the value of the Secured Amount the subject of the PCG   |
| <b>"Grid Road Land"</b>                                     |  | such part of the Grid Road Reservation Land as shown coloured green and hatched black on Plan 3 required to provide the Grid Road and to enable the construction of a dual carriageway along the length of the Grid Road shown indicatively on Plan 3 hatched black and coloured green which shall comprise a width between 25m to 30m unless otherwise agreed in writing with the Council to be transferred to the Council pursuant to a Section 38 Agreement for the Grid Road which shall include provision for  |

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|  | maintenance of the landscaping by the Owners under a cultivation licence  |
| <b>"Grid Road Reservation Land"</b>        | that part of the Land shown for identification purposes only hatched black on Plan 3  |
| <b>"Grid Road Link Reservation Land"</b>   | that part of the Grid Road Reservation Land shown for identification purposes only shaded green and labelled "Grid Road Reserve" on Plan 3 and excluding the Grid Road Land   |
| <b>"Grid Road Link Reservation Notice"</b> | the written notice to be served by the Council on the Owners calling for the Grid Road Link Reservation Land (or such part or parts thereof as relate to or may be required for the provision of the Grid Road Link) to be transferred to the Council identifying the location and extent of the land required to be transferred  |
| <b>"Grid Road Link"</b>                    | a link road between the Development and the A4146 Stoke Hammond Bypass to be constructed on the Grid Road Link Reservation Land   |
| <b>"Handover"</b>                          | <p>the date at which the Council will take possession of the Primary School together with all responsibilities for requisite insurances and operational costs PROVIDED THAT Handover will only occur when:</p> <p>(a) the Certificate of Practical Completion has been issued in respect of the Primary School Site; and</p> <p>(b) the Primary School Transfer has been completed; and</p> <p>(c) the Council has received the Primary School Handover Details</p> <p>in compliance with <b>paragraph 3.4.15 of Schedule 8</b></p> |
| <b>"Healthcare Contribution"</b>           | the sum of £125,000 (Index Linked) to be paid to the Council towards the cost of providing necessary additional land and buildings in the provision of necessary public healthcare and medical facilities to serve the Development  |
| <b>"Health Centre"</b>                     | a permanent health centre (which may include sufficient space for a pharmacy to be provided and shall be provided with sufficient parking to meet the Council's car parking standards) which may be provided either on the Principal Health Centre Land or the Alternative Health Centre Land in accordance with <b>Schedule 9</b>  |
| <b>"Health Centre Land Notice"</b>         | a written notice by the Council confirming that it and the Health Commissioning Body require a Health Centre on either the Principal Health Centre Land or the Alternative Health Centre Land; or that a Health Centre is not required on the Land  |



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| <b>"Health Commissioning Body"</b> | the Milton Keynes Clinical Commissioning Group or any successor body to it   |
| <b>"Highway Authority"</b>         | Buckinghamshire Council  |
| <b>"Highway Works Programme"</b>   | <p><b>Delivery</b> a programme (or any variation thereof agreed with the Council) for the phased delivery of the Highway Works which identifies:</p> <p>the stage of the Development by which each individual element of the Highway Works needs to be delivered; and</p> <p>the stage of the Development by which each individual Section 278 Agreement (and where relevant Section 38 Agreement) for each individual element of the Highway Works needs to be entered into with the Council (which for the avoidance of doubt shall in each case be accompanied by a Bond/Guarantee)</p> |
| <b>"Highway Works"</b>             | the provision of the off-site highway works shown in the table and in accordance with the specification attached at <b>Appendix 13</b>   |
| <b>"Head of Planning"</b>          | the Council's Corporate Planner/Planning Manager (Development Management) or equivalent officer  |
| <b>"Hospital Contribution"</b>     | the sum of £1,990,057 (Index Linked) payable to the Council that will be passed on to MKC upon receipt of a valid Hospital Notice such sum to be applied on secondary health facilities and improvements at Milton Keynes University Hospital  |
| <b>"Hospital Notice"</b>           | a notice served on the Council by MKC calling for payment of the Hospital Contribution to MKC  |
| <b>"IOG"</b>                       | the Institute of Groundsmanship of 28 Stratford Office Village, Walker Avenue, Wolverton, Mill East, Milton Keynes, MK12 5TW   |
| <b>"Index"</b>                     | the Buildings Costs Information Service All-in Tender Price Index calculated according to the published estimate at the time the payment falls due   |
| <b>"Infrastructure"</b>            | all highways and estate roads and manoeuvring areas (including for delivery vehicles), pedestrian footways and cycleways (including crossings) within the Land and connections into the external network, road signage and lining, street lighting, public vehicle parking provision in accordance with the Council's car parking standards and any other associated highway infrastructure including any drainage and/or services   |
| <b>"Infrastructure Phase"</b>      | a phase of Infrastructure to be provided as part of a Phase as identified on a Phase Implementation Plan   |
| <b>"Intended Units"</b>            | the total number of Dwellings to be built on the Development Parcels within each Phase upon which Commencement of Development has not yet taken place  |

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| <b>"Intermediate Tenure Dwelling"</b> | shall mean Affordable Dwellings which fall within sub-paragraphs (b)-(d) of the definition of 'affordable housing' in Annex 2 of the National Planning Policy Framework   |
| <b>"the Interpretation Panels"</b>    | a total of two interpretation panels (i.e. explanation boards) in each case to be provided as part of a Landscape Phase in accordance with the relevant Landscape Scheme and in accordance with the Good Practice Guide as shown indicatively with a light green dot and marked IP1 and IP2 respectively on Plan 2 (or at such other locations on the Land as may be agreed in writing with the Council)  |
| <b>"Key Infrastructure"</b>           | such infrastructure and facilities to be secured by the Owners within the Site pursuant to <b>Schedule 5, 7 and 10</b> and if payment is due the Secondary Education Contribution, the Primary Education Contribution and the Primary School Contribution pursuant to <b>Schedules 8</b>  |
| <b>"Land"</b>                         | the land against which the obligations in this Deed may be enforced being land situated between Whaddon Road, Standing Way and Buckingham Road, Bletchley to the south west of Milton Keynes, Buckinghamshire comprising the Light Blue Land, the Dark Blue Land, the Pink Land and the Yellow Land shown indicatively edged red on Plan 1  |
| <b>"Landscape Phase"</b>              | a phase of landscaping to be provided as part of a Phase which will include part or parts of the Open Space Land and/or Amenity Land and which for the avoidance of doubt may include any SuDS including attenuation basins incorporated as part thereof  |
| <b>"Landscape Scheme"</b>             | <p>the detailed plans and technical specification for all of the works to be carried out on a Landscape Phase and which includes:</p> <ul style="list-style-type: none"><li>(a) full details of the precise areas and location of the Public Open Space, Allotments, Play Facilities, Sports Facilities and Amenity Land in the relevant Landscape Phase;</li><li>(b) the trigger for delivery of the Public Open Space, Play Facilities, Sports Facilities and Amenity Land (as appropriate) in the relevant Landscape Phase;</li><li>(c) the Management Body for the relevant Landscape Phase and if such Management Body shall be the Parish Council, the calculation of the Commuted Sum and any Additional Commuted Sum;</li><li>(d) detailing how the Open Space Land and/or Amenity Land will be laid out constructed and maintained; and</li><li>(e) which complies with the advice set out in the Good Practice Guide (from which an extract which details a list of the minimum</li></ul> |

requirements to be included in the scheme is annexed as **Appendix 1** to this Deed)

- (f) which sets out the detailed technical specification of all works to be carried out on the Open Space Land and/or Amenity Land; and
- (g) may be varied from time to time with the agreement of the Council

which scheme is to be approved in writing by the Council

**“LEAPs”**

Local Equipped Area for Play to be provided on the Land by the Owner in accordance with:

- (a) the standards , policy, design principles and practice referred to in the Fields in Trust publication “Planning and Design for Outdoor Sport and Play” and the Play England publication “Design for Play – A guide to creating Successful Play Spaces” (or later revisions of these publications);
- (b) the Play Provision Guidance (unless otherwise agreed in writing by the Council);
- (c) a minimum score rating target of “Good” measured against all relevant criteria in RoSPA’s Play Value Assessment; and
- (d) the specification set out in **Plan 2** annexed to this Deed at **Appendix 4** shown indicatively with a yellow dot and marked L1, L2, L3, L4, L5, L6, L7, L8 and L9 respectively (or at such other locations on the Land as may be agreed in writing with the Council)

**“Light Blue Land”**

the part of the Land shown indicatively shaded light blue on Plan 1

**“List of Snagging Items”**

a list of snagging items identified in accordance with the Post-Handover Snagging Procedure

**“Local Centre”**

the part of the Land to be provided as a local centre containing shops and other local amenities together with public areas and residential development shown indicatively coloured blue and labelled “Local Centre” on Plan 2 (or such other part of the Land as may be agreed in writing with the Council)

**“Local Centre Marketing Strategy”**

a strategy for the marketing of the parts of the Local Centre (excluding as applicable the Principal Health Centre Land) to be used for commercial/retail uses including a programme for its implementation and a protocol for its periodic review with the Council

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| <b>"Local Housing Allowance Rate"</b>  | the local housing allowance rate from year to year applicable in the Broad Rental Market Area in which the Land is situated  |
| <b>"Loose Furniture and Equipment"</b> | the loose furniture and equipment to be provided by the Council for the Primary School comprising ICT hardware and equipment (including interactive white boards and projectors) and furniture and equipment including any loose standing furniture (such as chairs, tables, desks, storage trolleys, medical room beds), library trolleys, science room equipment, fridges and dishwashers for domestic science or staff equipment (i.e. white goods excluding cookers which will be included as fixed equipment), block staging and PE equipment (including football nets and posts) |
| <b>"Maintenance Period"</b>            | a period of two years from the date of issue of the Provisional Certificate for each Landscape Phase and/or Phase or such longer period of time as may be agreed in writing with the Council during which time the Landscape Phase and/or Phase shall be maintained in accordance with the requirements set out in the approved Landscape Scheme for that Landscape Phase and/or Phase and to the satisfaction of the Council as more particularly set out in <b>Schedule 5</b>  |
| <b>"Market Housing Dwellings"</b>      | all Dwellings to be constructed on the Land excluding the Affordable Housing   |
| <b>"Management Body"</b>               | <p>the Parish Council; or</p> <p>the Parks Trust; or</p> <p>a company (or companies), organisation or community trust that may be appointed by the Owners and approved by the Council in relation to the future management and maintenance of all or parts of the Open Space Land, Amenity Land, SuDS and/or other community facilities forming part of the Development or more than one such body or combination of such bodies</p>   |
| <b>"Mix"</b>                           | the mix of dwelling types to be provided as Affordable Housing   |
| <b>"MKC"</b>                           | Milton Keynes Council of 1 Saxon Gate East Milton Keynes, Buckinghamshire MK9 3EJ  |
| <b>"Monitoring Contribution"</b>       | <p>the sum of:</p> <p>(a) [£50,000] (fifty thousand pounds) to be paid by the Owners pursuant to <b>clause 2.7</b> towards the Council's costs of monitoring the obligations in this Deed relevant to affordable housing, phasing and sports and leisure; and</p> <p>(b) [£25,000] (twenty-five thousand pounds) to be paid by the Owners pursuant to <b>clause [ ]</b> towards the Council's costs of</p>   |

monitoring the highways and education obligations in this Deed

**“Monthly Site Meeting”**

a design and construction progress meeting convened by or on behalf of the Owner’s Representative to be held within each calendar month (or such other frequency agreed between the Contractor and the Owners and the Council’s Representative) following the entering into of the Building Contract to which the Owners and the Contractor and/or their respective agents will attend and to which Council’s Representative will be invited to attend having been provided with a minimum of one weeks’ notice

**“MUGAs”**

two multi-use games area shown indicatively with a dark green dot and marked M1 and M2 respectively on Plan 2 and provided as part of a Landscape Phase and/or Phase in accordance with the Council’s Ready Reckoner and which shall be constructed as Type 4 floodlit multi-use games areas (unless local circumstances dictate another type should be provided) to accommodate five a side football in central main open space in line with Sport England and Sports and Play Construction Association’s recommended standards (as amended from time to time)

**“NEAPs”**

two Neighbourhood Equipped Areas for Play to be provided on the Land by the Owners in accordance with:

- (a) the standards, policy, design principles and practice referred to in the Fields in Trust publication “Planning and Design for Outdoor Sport and Play” and the Play England publication “Design for Play – A guide to creating Successful Play Spaces” (or later revisions of these publications);
- (b) the Play Provision Guidance (unless otherwise agreed in writing by the Council); and
- (c) a minimum score rating target of “Good” measured against all relevant criteria in RoSPA’s Play Value Assessment

and to be located with a red dot and marked N1 and N2 on Plan 2 respectively (or at such other locations on the Land as may be agreed in writing with the Council)

**“Net Assets”**

has the meaning ascribed in the Guarantor’s annual report and accounts from year to year

**“Nomination Agreement”**

an agreement or agreements substantially in the form of the Council’s standard nomination agreements annexed at **Appendices 10** and **11** respectively to be entered into between the Council and the Association and which relates to the nomination rights of the Council in respect of the Affordable Dwellings

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|  |                | and which sets out the process by which the Affordable Dwellings are to be Occupied   |
| <b>"Non-Residential Unit"</b>                  |                | a non-residential unit comprising the Commercial Units and units for commercial / retail use in the Local Centre and constructed in accordance with the Planning Permission   |
| <b>"Notice of Commencement"</b>                | <b>Actual</b>  | notice in writing to advise the Council of the date of Commencement of the Development  |
| <b>"Notice of Occupation"</b>                  |                | notice in writing to advise the Council pursuant to <b>clause 3</b> of the number of Dwellings Occupied   |
| <b>"Novation of the Building Contract"</b>     |                | the deed of novation (in the form approved as part of the Primary School Scheme or otherwise in a form subsequently approved by the Council (as appropriate)) in favour of the Council or such third party as the Council may reasonably require to be entered into whereby the Contractor the Owners and the Council agree to substitute the Council as counterparty to the Contractor in substitution for the Owners under the terms and conditions of the Building Contract for the Primary School   |
| <b>"Novation of the Collateral Warranties"</b> |                | the deed/s of novation (in the form/s approved as part of the Primary School Scheme or otherwise in a form/s subsequently approved by the Council (as appropriate)) in favour of the Council or such third party as the Council may reasonably require to be entered into whereby the party/s (as detailed in the definition of "Collateral Warranties"), the Owners and the Council agree to substitute the Council as counterparty to the party/s (as detailed in the definition of "Collateral Warranties") of the Collateral Warranties in substitution for the Owners under the terms and conditions of the Collateral Warranties for the Primary School |
| <b>"Newton Longville Calming Contribution"</b> | <b>Traffic</b> | the sum of [£280,000] (Index Linked) to be paid to the Council towards the cost of providing a traffic calming scheme through Newton Longville village  |
| <b>"Obligations"</b>                           |                | the planning obligations both positive and negative given pursuant to section 106 of the 1990 Act which are contained within this Deed  |
| <b>"Occupation"</b>                            |                | occupation and/or use by a resident of any of the Dwellings within the Development but not including occupation by personnel engaged in demolition, construction, fitting out, decoration or marketing or security or display and the word <b>"Occupy"</b> or <b>"Occupied"</b> shall be construed accordingly  |
| <b>"On-Site Infrastructure"</b>                |                | the spine roads and associated drainage, structure and services to be constructed on the Land to service the Development shown indicatively in a pink broken line on Plan 3   |
| <b>"Open Space Land"</b>                       |                | the:  |

- (a) Public Open Space; and
- (b) Allotments; and
- (c) Structural Landscaping; and
- (d) the Play Facilities; and
- (e) the Sports Facilities; and
- (f) Amenity Land

which together are to be provided and laid out as open space for public use in accordance with the provisions set out in **Schedule 4** of this Deed

**“Open Space Land Scheme”**

a scheme:

- (a) showing the areas and location of the Open Space Land (save for any areas of Amenity Land to be delivered as part of individual Development Parcels) across the Development; and
- (b) details of the Open Space, Allotments, Play Facilities and Sports Facilities to be provided within each Phase of the Development
- (c) details of the Structural Landscaping across the Development which for the avoidance of doubt shall broadly comprise:
  - i) the provision of the parts of the Structural Landscaping shown indicatively coloured light green on Plan 2 within the first planting season following Commencement of Development; and
  - ii) the provision of the parts of the Structural Landscaping shown indicatively coloured dark green with black hatching on Plan 2 as part of a Landscape Phase, Infrastructure Phase or Development Parcel

which together is to be approved in writing by the Council in accordance with the provisions set out in **Schedule 5** of this Deed

**“Option Agreements”**

- (a) an option agreement dated 9 April 1998 made between the Third Owner and the Fourth Owner (1) the First Owner (2) the Second Owner (3) and the Option Holders (4) in respect of (among other land) the Pink Land, the Light Blue Land and the Dark Blue Land (the **“Original Option Agreement”**);
- (b) a deed of variation to the Original Option Agreement dated 11 October 2011; and

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|                                 | <p>(c) a deed of variation to the Original Option Agreement (as varied) dated 26 February 2015; and</p> <p>(d) a re-grant of the Original Option Agreement dated 23 March 2017 (the <b>"New Option Agreement"</b>); and</p> <p>(e) a deed of variation to the New Option Agreement dated 8<sup>th</sup> October 2018</p>   |
| <b>"Option Holders"</b>         | the First Option Holder the Second Option Holder and the Third Option Holder and the term <b>"Option Holder"</b> shall be construed accordingly  |
| <b>"Owners"</b>                 | the First Owner the Second Owner the Third Owner the Fourth Owner the Fifth Owner and the Option Holders and the term <b>"Owner"</b> shall be construed accordingly  |
| <b>"Owner's Representative"</b> | a clerk of works and/or project manager appointed by the Owners in connection with the Primary School  |
| <b>"Parish Council"</b>         | the Newton Longville Parish Council or such other parish council that may be established for the Development   |
| <b>"Parks Trust"</b>            | The Parks Trust of Campbell Park Pavilion, 1300 Silbury Boulevard, Milton Keynes, MK9 4AD  |
| <b>"Parties"</b>                | the Council, the Owners and the Options Holders  |
| <b>"PCG"</b>                    | a guarantee in a form approved by the Council from the Guarantor in favour of the Council as more particularly referred to in <b>Schedule 2</b>  |
| <b>"Permanent Access Roads"</b> | means the unobstructed direct access and egress roads agreed with the Council from the adopted public highway serving the Development to the boundary/s of the Primary School Site, and the Secondary School Site and the Secondary School Site Adjoining Land through the Development constructed to at least base course standard and which are the subject of a Highway Works Agreement for adoption as highway maintainable at the public expense and adequate for the purpose of its prospective use together with the right for those using or occupying the Primary School, the Secondary School Site and the Secondary School Site Adjoining Land to use them until such time as they are adopted as highway maintainable at the public expense (but for the avoidance of doubt excluding any drop off and pick up area) |
| <b>"Phase"</b>                  | Phase 1, Phase 2 or Phase 3  |
| <b>"Phase 1"</b>                | the first phase of the Development comprising up to 650 Dwellings (as identified coloured pink on the Phasing Plan together with (as applicable) any residential element within the Local Centre identified on the Phase Implementation Plan for Phase 1 as  |



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|  | being delivered as part of Phase 1 or such variation thereof agreed in writing with the Council)   |
| <b>"Phase 2"</b>                         | the second phase of the Development comprising up to 650 Dwellings (as identified coloured blue on the Phasing Plan together with (as applicable) any residential element within the Local Centre identified on the Phase Implementation Plan for Phase 2 as being delivered as part of Phase 2 or such variation thereof agreed in writing with the Council)  |
| <b>"Phase 3"</b>                         | the third phase of the Development comprising the residue of the Dwellings comprising the Development following the construction of the First Phase and Second Phase (as identified coloured green on the Phasing Plan together with (as applicable) any residential element within the Local Centre identified on the Phase Implementation Plan for Phase 3 as being delivered as part of Phase 3 or such variation thereof agreed in writing with the Council) |
| <b>"Phase Affordable Housing Scheme"</b> | a scheme to be submitted to and approved by the Council for each Phase identifying the amount of Affordable Dwellings including details of the Mix and Tenure Split to be constructed within that Phase and the broad locations of the Affordable Dwellings as more particularly set out in <b>Schedule 4</b>  |
| <b>"Phase Implementation Plan"</b>       | a plan for a Phase to be submitted to the Council for its written approval identifying the Infrastructure Phases, the Landscape Phases (including any associated Play Facilities and as applicable the Allotments and Sports Facilities) and the Development Parcels within that Phase and which for the avoidance of doubt may include Development Parcels within the Local Centre  |
| <b>"Phase Implementation Programme"</b>  | a programme for a Phase for the implementation of the Infrastructure Phases, the Landscape Phases (including any associated Play Facilities and as applicable the Allotments and Sports Facilities) and Development Parcels within that Phase (as may be varied from time to time with the prior written agreement of the Council)   |
| <b>"Phasing Plan"</b>                    | the plan attached showing the phasing of the Development carrying reference number CSA/4857/129 Rev A and marked "Phasing Plan" (or such subsequent revised plan as may be agreed in writing with the Council)   |
| <b>"Pink Land"</b>                       | the part of the Land shown indicatively shaded pink on Plan 1  |
| <b>"Plan 1"</b>                          | the plan annexed hereto at <b>Appendix 4</b> carrying reference number SWMK03-132 Rev D and marked Plan 1  |
| <b>"Plan 2"</b>                          | the plan annexed hereto at <b>Appendix 4</b> carrying reference number CSA/4857/130 Rev Band marked Plan 2   |

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| <b>"Plan 3"</b>                             |                 | the plan annexed hereto at <b>Appendix 4</b> carrying reference number CSA/4857/131 Rev Rev C and marked Plan 3  |
| <b>"Planning Application"</b>               |                 | the application for planning permission for the Development submitted to the Council and given the reference 15/00314/AOP  |
| <b>"Planning Permission"</b>                |                 | the planning permission for the Development to be granted by the Council pursuant to the Planning Application and any subsequent planning permission issued pursuant to section 73 of the 1990 Act   |
| <b>"Play Facilities"</b>                    |                 | the LEAPs, the NEAPs, the MUGAs, the Skate Park and the Youth Shelters to be provided on the Land and <b>"Play Facility"</b> shall be construed accordingly  |
| <b>"Play Provision Guidance"</b>            |                 | the guidance for the provision of play facilities prepared by the Council which is set out at Schedule 5 (or such subsequent edition of that guide available at the date when the relevant Landscape Scheme is submitted to the Council  |
| <b>"Post-Handover Attendance Procedure"</b> | <b>Defects</b>  | means the procedure set out at <b>paragraph 6</b> of this Schedule   |
| <b>"Post-Handover Procedure"</b>            | <b>Snagging</b> | means the procedure set out at <b>paragraph 5</b> of this Schedule   |
| <b>"Practical Completion"</b>               |                 | (where the term is used in this Schedule 8) the date on which the works concerned are complete in all material respects provided always that this will not occur until the works have reached a state of completion in every detail save for matters of a snagging or minor nature which do not materially impair or impede the beneficial use of the land or buildings concerned for their intended purpose or purposes   |
| <b>"Preferred Partners List"</b>            |                 | <p>a list of Associations who are members of the Aylesbury Vale Affordable Housing Partnership which currently are:</p> <ul style="list-style-type: none"> <li>(a) BPHA Ltd,</li> <li>(b) Catalyst Housing Group,</li> <li>(c) the Vale of Aylesbury Housing Trust,</li> <li>(d) Hightown Housing Association,</li> <li>(e) Paradigm Housing,</li> <li>(f) Metropolitan Thames Valley Housing Association,</li> <li>(g) Thrive Homes,</li> <li>(h) Housing Solutions,</li> </ul> |

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|  |                  |                 | <ul style="list-style-type: none"> <li>(i) the Bromford Group and any other Association or registered provider selected by the Council to be a preferred partner or</li> <li>(j) such alternative Association or registered provider proposed by the Owners and approved in writing by the Council</li> </ul>   |
| <b>"Primary Contribution"</b>            | <b>Education</b> |                 | the sum of £491,039 (Index Linked) to be paid to the Council towards the cost of providing necessary additional primary education places at the Primary School (over and above those provided for within the Primary School) or such other identified education project within the administrative area of the Council or Milton Keynes Council (subject to the requirement of Regulation 123(3) of the Community Infrastructure Levy Regulation 2010 (as amended)) and as identified by the Council and notified to the Owners  |
| <b>"Primary School"</b>                  |                  |                 | a three-form entry primary school facility (providing 630 primary school places) together with a 91-place pre-school to be provided on the Primary School Site  |
| <b>"Primary School Consents"</b>         |                  |                 | planning permission (which may be approval of reserved matters) and any statutory approvals (including but not limited to building regulations approval, consents, certificates and Building Control Occupation Certification) consents, licences or permissions required from any local or other competent authority to enable the lawful carrying out and completion of the Primary School (having regard to the Government's Building Bulletin Standards and Department for Education (DfE) Standard Specification applicable at the time) for the Primary School and the related Permanent Access Roads |
| <b>"Primary School Contribution"</b>     |                  |                 | the sum of £10,918,103 (Index Linked) to be paid to the Council towards the cost of providing the Primary School  |
| <b>"Primary School Guarantee"</b>        |                  |                 | <p>one or more Bonds for the combined sum of £9,853,389 (Index Linked) which may be provided in connection with the construction of the Primary School in accordance with the requirements of the Primary School Scheme the sum secured by which the security provided by the Bond/s shall reduce:</p> <ul style="list-style-type: none"> <li>a) in accordance with the requirements of the Primary School Scheme; and</li> <li>b) to 10% of the above amount on the issue of the Certificate of Practical Completion; and</li> <li>c) nil at issue of Certificate of Final Completion</li> </ul>           |
| <b>"Primary School Handover Details"</b> | <b>School</b>    | <b>Handover</b> | <p>details to be provided to the Council on Handover of the Primary School comprising:</p> <ul style="list-style-type: none"> <li>(a) a copy of the Certificate of Practical Completion;</li> </ul>   |

- (b) five sets (one hard copy and four electronic copies) of 'as built' drawings, site plans, land surveys showing the Primary School to a scale of between 1:500 and 1:2500 and identifying site boundaries, dimensions and reference points in accordance with BS1192:2007 to BIM Level 2 (or level relevant at the time);
- (c) full specifications, plans and details of all services and guarantees of materials and installations to BIM Level 2 (or level relevant at the time);
- (d) certified copies of the Primary School Consents;
- (e) the health and safety file (in accordance with the Construction (Design and Management) Regulations);
- (f) details of the emergency call-out resource during the period of maintenance;
- (g) a manual of all mechanical procedures (operation and maintenance manuals) to include where appropriate a DVD or film (i.e. on mobile phone or similar device) with demonstrations of equipment provide as part of the Fixtures and Fittings;
- (h) full specifications, plans and details of the Services
- (i) a certified copy of the Building Contract;
- (j) certified copies of the relevant Appointments; and

certified copies of the deeds of Collateral Warranty

**"Primary School Loose Furniture and Equipment Contribution"**

the sum of £1,064,714 (Index Linked) which may be payable to the Council towards the cost of providing loose furniture and equipment for the Primary School

**"Primary School Notice"**

the written notice to be served by the Owners on the Council confirming whether the Primary School is to be provided by the Owners and the Option Holders or by the Council

**"Primary School Scheme"**

a scheme for the provision of the Primary School which for the avoidance of doubt shall include the following:

- (a) a detailed specification (based on the Department for Education ("DfE") Building Bulletin Guidance 103 (or equivalent design guidance relevant at the time) and DfE "Output Specification – Generic Design Brief 10 May 2019" (or equivalent valid at the time)\_ and designed to obtain an Energy Performance Certificate 'A' accreditation to

include (although not limited to) Fixtures and Fittings, playing fields to be prepared to Sport England standard for school use such that they are fully usable on the date the Primary School opens, outdoor play areas, landscaping, car parking, access, fencing and gates and to be constructed to BIM Level 2 (or level relevant at the time) and to include DfE "Output Specification Building Performance Evaluation Methodology" – May 2019 (or equivalent valid at the time") for one year following Handover of the Primary School for the design, construction and fitting out of the Primary School;

- (b) detailed specifications of the Services to the Primary School Site;
- (c) a construction programme (to be agreed) for its provision which for the avoidance of doubt shall include triggers for completion of detailed work stages (such as dates for obtaining Primary School Consents, letting of the Building Contract) and receipt of a Certificate of Practical Completion;
- (d) the staged reduction of the Primary School Guarantee to reflect the estimated cost of the outstanding works at each of the above detailed work stages;
- (e) the triggers for payment (in two equal instalments) of the Primary School Loose Furniture and Equipment Contribution (which for the avoidance of doubt shall be broadly 12 months and six months prior to the opening of the Primary School)
- (f) the draft Building Contract;
- (g) the draft Appointments;
- (h) the draft of the deeds of Collateral Warranties for the Primary School;
- (i) the draft of the deed of novation for the Novation of the Building Contract for the Primary School; and

the draft of the deed/s of novation for the novation of the Collateral Warranties for the Primary School

**"Primary School Site"**

a part of the Land extending to a minimum of 2.9 hectares and a maximum of 3.0 hectares (unless otherwise agreed by the Council) broadly in the location shown coloured light blue on Plan 3 for the provision of the Primary School (or such other part of the Land agreed in writing with the Council) and in line with the School Site Specification PART B of the School Site Specification shall apply if the Primary School Site is to be built in the location shown on the Approved Masterplan and coloured light blue on Plan 3 and if the Primary School is to be built on another

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|  | part of the Land both PARTS A and B of the School Site Specification shall apply   |
| <b>"Primary School Transfer"</b>                         | the freehold transfer at no cost to the Council to be completed between the relevant Owners and the Council (or its nominee) in substantially the same form as the transfer attached at <b>Part 1 of Schedule 16</b> (together with such amendments as may be agreed between the parties acting reasonably)  |
| <b>"Principal Health Centre Land"</b>                    | a part of the Land located within the Local Centre comprising not less than 0.2 hectares to be identified and approved as part of the Principal Health Centre Land Scheme  |
| <b>"Principal Health Centre Land Marketing Strategy"</b> | the strategy for marketing the Principal Health Centre Land to relevant health providers as a potential location for a Health Centre at a market value for such uses   |
| <b>"Principal Health Centre Land Scheme"</b>             | a scheme for the provision of the Principal Health Centre Land identifying its location within the Local Centre such scheme to include space for an appropriate number of parking spaces to be used by medical staff and patients and to show the main points of access and egress associated with the provision of a Health Centre on the Principal Health Centre Land and to include a Principal Health Centre Land Marketing Strategy which may be submitted for the written approval by the Council in accordance with <b>Schedule 9</b> |
| <b>"Provisional Certificate"</b>                         | a certificate (or certificates) which is issued (where <b>Part 1 of Schedule 5</b> applies) by the Council when it is satisfied that a Landscape Phase has been provided laid out and landscaped in accordance with the relevant Landscape Scheme and in compliance with the requirements of the Good Practice Guide   |
| <b>"Public Open Space"</b>                               | the 26.33 hectares of open space shown coloured green on the Plan 2 which for the avoidance of doubt may not comprise any of the land within the Amenity Land, Structural Landscaping, Play Facilities, Allotments, SuDS and/or Sports Facilities  |
| <b>"Public Transport Framework Specification"</b>        | the framework specification for the public transport provision in support of the Development submitted and approved as part of the Planning Application in September 2020;   |
| <b>"Residential Travel Plan"</b>                         | a residential travel plan or plans to be approved by the Council in a form broadly in accordance with the 'Framework Travel Plan' annexed hereto at <b>Schedule 14</b> (or such revised form as may be agreed in writing with the Council) to be implemented to encourage the residents of the Development to use sustainable forms of transport whilst travelling to and from the Development   |
| <b>"Residential Travel Plan Further Monitoring Fee"</b>  | the sum of £1,000 (Index Linked) per annum payable to the Council in respect of its role in monitoring,  |

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|                                       |                    | reviewing and supervising the implementation of each of the Residential Travel Plans  |
| <b>"Residential Monitoring Fee"</b>   | <b>Travel Plan</b> | the sum of £5,000 (Index Linked) payable to the Council in respect of its role in monitoring, reviewing and supervising the implementation of each of the Residential Travel Plans  |
| <b>"Travel Plans"</b>                 |                    | together the Residential Travel Plan and the Commercial Travel Plans and "Travel Plan" shall be construed accordingly   |
| <b>"Travel Plan Notice"</b>           |                    | a notice in writing by the Council served on the Owners confirming details of a breach in the implementation or operation of an Approved Travel Plan  |
| <b>"Reserved Matters Application"</b> |                    | any application submitted to the Council to approve reserved matters pursuant to the Planning Permission for any Phase and includes the First Reserved Matters Application  |
| <b>"Restriction"</b>                  |                    | a restriction on Occupation of Dwellings within a Development Parcel set out in this Deed   |
| <b>"RIBA Plan of Work"</b>            |                    | the Royal Institute of British Architects' document entitled "RIBA Plan of Work – 4 <sup>th</sup> November 2018" (or document relevant at the time) that outlines the stages 0-7 for the planning, design and building process from conception to on-site completion  |
| <b>"RoSPA Play Value Assessment"</b>  |                    | a fixed scoring assessment carried out by the Royal Society for the Prevention of Accidents to determine the quality of a play area   |
| <b>"School Site Specification"</b>    |                    | the criteria for the location and design of new schools within the administrative area of the Council and attached as <b>Schedule 13</b>  |
| <b>"Secondary Contribution (A)"</b>   | <b>Education</b>   | the sum of £2,774,191 (Index Linked) to be paid to the Council towards the cost of providing the Secondary School or such other identified education project within the administrative area of the Council or Milton Keynes Council (subject to the requirement of Regulation 123(3) of the Community Infrastructure Levy Regulation 2010 (as amended)) and as identified by the Council and notified to the Owners |
| <b>"Secondary Contribution (B)"</b>   | <b>Education</b>   | the sum of £2,774,191 (Index Linked) to be paid to the Council towards the cost of providing the Secondary School or such other identified education project within the administrative area of the Council or Milton Keynes Council (subject to the requirement of Regulation 123(3) of the Community Infrastructure Levy Regulation 2010 (as amended)) and as identified by the Council and notified to the Owners |
| <b>"Secondary Contribution (C)"</b>   | <b>Education</b>   | the sum of £2,774,191 (Index Linked) to be paid to the Council towards the cost of providing the Secondary School or such other identified education project within the administrative area of the Council or Milton Keynes Council (subject to the requirement   |

of Regulation 123(3) of the Community Infrastructure Levy Regulation 2010 (as amended)) and as identified by the Council and notified to the Owners

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| <b>"Secondary Contribution (D)"</b>         | <b>Education</b>   | the sum of £2,774,191 (Index Linked) to be paid to the Council towards the cost of providing the Secondary School or such other identified education project within the administrative area of the Council or Milton Keynes Council (subject to the requirement of Regulation 123(3) of the Community Infrastructure Levy Regulation 2010 (as amended)) and as identified by the Council and notified to the Owners  |
| <b>"Secondary Contributions"</b>            | <b>Education</b>   | together the Secondary Education Contribution (A), the Secondary Education Contribution (B) the Secondary Education Contribution (C) and the Secondary Education Contribution (D) and "Secondary Education Contribution" shall be construed accordingly  |
| <b>"Secondary School Site Contribution"</b> | <b>Alternative</b> | the sum of up to £5,070,000 (the amount to be identified in the Secondary School Land Notice) which may be payable to the Council towards the cost of the Council acquiring a site for the provision of additional secondary school places (which for the avoidance of doubt may comprise extension(s) of existing secondary school(s) or provision of a new secondary school) capable of serving the Development within the administrative area of the Council or Milton Keynes Council (subject to the requirement of Regulation 123(3) of the Community Infrastructure Levy Regulation 2010 (as amended)) and as identified by the Council and notified to the Owners |
| <b>"Secondary School Land Notice"</b>       |                    | a written notice which may be served on the Owners by the Council in accordance with the terms identified at <b>paragraph 9.11</b> of this Schedule  |
| <b>"Secondary School Adjoining Land"</b>    | <b>Site</b>        | a part of the Land extending to a maximum of 1.69 hectares in the location shown coloured green and hatched dark blue on Plan 3 adjoining the Secondary School Site  |
| <b>"Secondary School Site Notice"</b>       |                    | a written notice which will be served by the Council on the Owners either calling for transfer of the Secondary School Site and confirming whether the Secondary School Site Adjoining Land shall be included in/excluded from such transfer or confirming that it has decided to make provision for the secondary education of pupils by the provision of secondary education places off-site and that the Secondary School Site is not required on the Land pursuant to <b>paragraph 9.10</b> of this Schedule   |
| <b>"Secondary School Site"</b>              |                    | a part of the Land extending to a minimum of 5.12 hectares broadly in the location shown coloured dark blue on Plan 3 for the provision of the Secondary School (or such other part of the Land agreed in writing with the Council) and in line with Part B of the School Site Specification and more particularly the details to be provided in accordance with <b>Paragraph 3.3</b> of this Schedule   |



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| <b>"Secondary School Transfer"</b> | the freehold transfer of the Secondary School Site and (if applicable) the Secondary School Site Adjoining Land which (if required) may be completed between the relevant Owners and the Council (or its nominee) in substantially the same form as the transfer attached at <b>Part 2 of Schedule 16</b> (together with such amendments as may be agreed between the parties acting reasonably)  |
| <b>"Secondary School"</b>          | the secondary school facility to be provided by the Council on the Secondary School Site or such other provision of additional secondary school places capable of serving the Development as determined by the Council and notified to the Owners   |
| <b>"Section 278 Agreement"</b>     | an agreement (or series of agreement) entered into by the Owners with either the Council or MKC to secure the Highway Works pursuant to section 278 of the 1980 Act   |
| <b>"Section 38 Agreement"</b>      | an agreement (or series of agreement) entered into by the Owners with the Council to secure the transfer of the Grid Road Land as publicly maintained highway pursuant to section 38 of the 1980 Act  |
| <b>"SEN Contribution"</b>          | the sum of £1,308,441 (Index Linked) to be paid to the Council towards the expansion of Furze Down Special School and/or such other special educational needs project within the administrative area of the Council or Milton Keynes Council and as identified by the Council and notified to the Owners  |
| <b>"Services"</b>                  | (where this term is used in this Schedule 8) gas, electricity (low & medium voltage connection only), water, telephone, foul drainage, surface water drainage to a sustainable urban drainage system or mains drains, fibre optic broadband connections, fire hydrants, all associated ductwork for the Council's provider with connection points in or adjacent to (on the Primary School side and Secondary School side and the Secondary School Site Adjoining Land side) the section of access road and/or footway serving and adjacent to the Primary School Site and Secondary School Site and the Secondary School Site Adjoining Land together with the right for those using or occupying the Primary School Secondary School and the Secondary School Site Adjoining Land to use those facilities until such time as they are dedicated and/or adopted by the relevant statutory undertaker or authority and Permanent Access Roads |
| <b>"Snagging Inspection"</b>       | the inspection by the Owner's Representative and the Council's Representative of the completed works or (by agreement) completed parts of the works to identify all Snags in accordance with the Post-Handover Snagging Procedure   |
| <b>"Snagging"</b>                  | the identification of Snags and rectification thereof during the Defects Liability Period   |

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| <b>"Snags"</b>   | all defects in respect of materials and workmanship that require rectification in order to meet the requirements of the Primary School Scheme   |
| <b>"Section 106 Dispute"</b>                               | a dispute or difference of opinion that may arise regarding an agreement consent approval certificate or expression of satisfaction of the relevant Council or an officer of the relevant Council (or in each case arising from a request for the same) required pursuant to the terms of this Deed   |
| <b>"Secured Amount"</b>                                    | the amount (or where relevant part thereof) considered necessary by the Council to secure the Obligations which relate to a Phase (or part thereof) and to secure any Triggered Obligations on any Triggered Obligations Land (or part thereof) for that Phase such amounts to be set out in the Costs Plan   |
| <b>"Serviced Site"</b>                                     | an area of the Land which is to be provided with gas electricity water telephone foul drainage cable surface water drainage and ducting for telecom (as appropriate) to the boundary of that area of Land and suitable available connections to those services  |
| <b>"Service Director: Legal &amp; Democratic Services"</b> | & the Council's Service Director: Legal & Democratic Services or any other officer properly exercising the authority of that person for the time being  |
| <b>"Shared Ownership Dwellings"</b>                        | the dwellings forming part of the Affordable Dwellings which are to be Occupied by Eligible Households by way of a Shared Ownership Lease   |
| <b>"Shared Ownership Lease"</b>                            | a lease as defined by section 622 of the Housing Act 1985 and in the form or substantially in the form of the Homes England model lease from time to time or such other form as shall be approved in writing by the Council   |
| <b>"Skate Park"</b>  | one skate park to be provided as part of a Landscape Phase in accordance with the relevant Landscape Scheme and in accordance with the Good Practice Guide and broadly in accordance with the Outline Skate Park Specification included at <b>Appendix 12</b> (or such other specification as may be approved in writing by the Council) in the location shown indicatively with a purple dot and marked SP on Plan 2 (or at such other location on the Land as may be agreed in writing with the Council), such facility to be developed in consultation with relevant stakeholders and built (unless otherwise agreed by the Council) to a budget (in line with Sport England's facility cost guidance document) of £150,000 (one hundred and fifty thousand pounds) (such budget to be increased by the amount (if any) equal to the rise in the Index from the date hereof until the date of approval of the relevant Landscape Scheme) |
| <b>"Sports Facilities"</b>                                 | means :<br><br>3 x sports pitches; and  |

2 x hard surfaced tennis courts; and

one cricket pitch and cricket wicket

to be provided in accordance with the specification set out in Appendix 5 and shown indicatively hatched green and labelled "Sports Facilities" on Plan 2 or at such other location on the Land as may be agreed in writing with the Council

**"Sports Pavilion"**

a sports pavilion building (broadly in accordance with the outline specification set out in **Appendix 6**) to be provided as part of a Landscape Phase at a location shown indicatively with a pink dot on Plan 2 (or at such other location on the Land as may be agreed in writing with the Council)

**"SDLT"**

stamp duty land tax

**"Statutory Undertaker"**

any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking

**"Structural Landscaping"**

the parts of the Open Space Land shown indicatively coloured dark green and green with black cross hatching on Plan 2 (comprising new woodland belts, street trees and enhancements of existing hedgerows (as identified in the environmental assessment forming part of the Planning Application)) and which for the avoidance of doubt may include SuDS

**"SuDS"**

sustainable drainage systems that:

- (a) provide an alternative to the direct channelling of surface water through networks of pipes and sewers to nearby watercourses;
- (b) aim to reduce surface water flooding, improve water quality;
- (c) enhance the amenity and biodiversity value of the environment;
- (d) store or re-using surface water at source;
- (e) decrease flow rates to watercourses; and
- (f) reduce the transport of pollution to the water environment

which shall not be or be construed to be open space

**"SuDS Scheme"**

a sustainable drainage systems scheme for the Development which is to be submitted to and approved in writing by the Council prior to the Commencement of the Development and which includes:

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|  |                  |               | <ul style="list-style-type: none"> <li>(a) details of all the works features and measures that are proposed to be carried out constructed and implemented on the Land during the Development;</li> <li>(b) timescales for when the said works features and measures are to be carried out; and</li> <li>(c) on-going maintenance measures as more particularly set out in <b>Schedule 6</b> of this Deed</li> </ul>   |
| <b>"Surety"</b>                              |                  |               | a surety which shall be a financial institution or insurance company approved by the relevant Council   |
| <b>"Temporary Services"</b>                  | <b>Access</b>    | <b>and</b>    | the provision of temporary access route from the adopted highway to the Primary School Site and Secondary School Site and Secondary School Site Adjoining Land (which for the avoidance of doubt may comprise a haul road) sufficient and suitable for construction vehicles and vehicles for the delivery of materials together with electricity and potable water supply adequate for the purposes of constructing the Primary School and Secondary School and any buildings or facilities required to be constructed on the Secondary School Site Adjoining Land |
| <b>"Temporary Building"</b>                  | <b>Community</b> |               | a temporary building on the Land for a community centre with associated parking that may be provided in accordance with <b>Schedules 8</b>  |
| <b>"Temporary Community Building Scheme"</b> |                  |               | a scheme for the provision of the Temporary Community Building identifying its location within the Land and including details of the building(s) and associated access and parking which may be submitted for the written approval by the Council in accordance with <b>Schedule 10</b> which are broadly in accordance with the outline specification set out in <b>Appendix 11</b>  |
| <b>"Tenure Split"</b>                        |                  |               | the preferred tenure of the Affordable Dwellings to be provided as part of the Development being 75% Affordable Dwellings for Rent and 25% Shared Ownership   |
| <b>"Triggered Obligations"</b>               |                  |               | an Obligation or Obligations which must be complied with pursuant to this Deed in order for any of the Intended Units within the relevant Phase to be Occupied without there being a breach of a Restriction  |
| <b>"Triggered Obligations Land"</b>          |                  |               | all parts of the Land outside of the relevant Phase (upon which it is intended to Commence Development) on which a Triggered Obligation must be discharged  |
| <b>"Travel Plan Performance Report"</b>      | <b>Plan</b>      | <b>Annual</b> | a written document setting out the results of a review of the operation and effectiveness of a Travel Plan during the previous 12 months and setting out any remedies or measures that are required to be implemented to secure the objectives and targets of that Travel Plan  |

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| <b>"Travel Plan Coordinator"</b>                  | an organisation, company or individual appointed or to be appointed by the Owner who will have responsibility for the implementation, management and co-ordination of the Travel Plans throughout the lifetime of the Development   |
| <b>"Transfer Form"</b>                            | the TP1 form substantially in the form at <b>Appendix 3</b> to this Deed for the transfer of the Open Space Land to the Management Body (or such other Land Registry updated version in use at the time of the relevant transfer)   |
| <b>"Unencumbered"</b>                             | (where this term is used in this Schedule 8) means not subject to a legal charge, mortgage, tree preservation orders, wayleaves or contaminated land remediation works and free from any restrictions or matters preventing or adversely affecting the construction for the Primary School or its use as a primary school, or for the construction of the Secondary School or its use as a secondary school or for the construction of buildings and facilities on the Secondary School Site Adjoining Land or its use save for any encumbrances or restrictions noted on the title of the Primary School Site, the Secondary School Site and the Secondary School Site Adjoining Land (as the case may be) and the known ecological and archaeological constraints identified as part of the Planning Application as at the date of this Deed and/or included in the form of transfer attached at <b>Part 1 of Schedule 16</b> and <b>Part 2 of Schedule 16</b> respectively |
| <b>"Unspent"</b>                                  | not spent or Committed for the purpose for which it was paid  |
| <b>"Weasel Lane Contribution"</b>                 | the sum of £40,000 (Index Linked) to be paid to the Council towards the cost of the Weasel Lane Off-site Improvements   |
| <b>"Weasel Lane Improvements"</b>                 | <b>Off-site</b> the resurfacing of the part of Weasel Lane identified with a dashed green line on Plan 3  |
| <b>"Weasel Lane Improvements"</b>                 | <b>On-site</b> the improvements to the part of Weasel Lane identified with a solid green line on Plan 3   |
| <b>"Whaddon Highway Improvement Contribution"</b> | <b>Safety Scheme</b> the sum of £22,000 (Index Linked) to be paid to the Council towards the cost of providing a safety scheme through Whaddon village  |
| <b>"Working Day"</b>                              | any day excluding Saturday, Sunday or a bank holiday in England and the expression <b>"Working Days"</b> shall be construed accordingly   |
| <b>"Yellow Land"</b>                              | the part of the Land shown indicatively shaded yellow on Plan 1   |
| <b>"Youth Shelters"</b>                           | a total of two youth shelters in each case to be provided as part of a Landscape Phase in accordance with the relevant Landscape Scheme and in accordance with the Good Practice Guide as shown indicatively with a blue dot and marked Y1 and Y2 respectively on Plan 2 (or at such other locations on   |

the Land as may be agreed in writing with the Council).

- 1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice-versa.
- 1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.
- 1.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.
- 1.5 Where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the relevant Council or any officer of the relevant Council then this means carried out in accordance with the reasonable satisfaction of the relevant Council or the officer of the relevant Council.
- 1.6 Where the agreement consent approval or satisfaction of the Council or an officer of the Council is required under the terms of this Deed such agreement consent approval or satisfaction shall not be unreasonably withheld or delayed.
- 1.7 For the avoidance of doubt references to "this Deed" shall include the Schedules and Appendices to this Deed.
- 1.8 The payment to the Council of any sum of money due under the terms of this Deed shall only be considered to have been properly paid if the following details accompany the payment namely "TC000Y32 – Planning Obligation Payment – 15/00314/AOP " and also in the case of a payment by cheque (as opposed to a BACS transfer) a covering letter which makes it clear what the payment is for including the location of the application site and description of the Development.
- 1.9 The term **"the Council"** shall include any officer employed by the Council who is authorised to act on its behalf and any successor to the Council's statutory functions.
- 1.10 The term **"Amenity Land"** within this Deed shall not be construed to mean open space land within the meaning of the Open Spaces Act 1906.
- 1.11 Including means **"including without limitation"**.

## 2. COVENANTS MADE IN THIS DEED

- 2.1 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise and to the extent that the covenant or obligation relates to the respective Owner's interest in the Land:
  - 2.1.1 are made to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land;
  - 2.1.2 are made to the intent that the same shall operate as a land charge on the Land and shall be registered in the Register of Local Land Charges; and
  - 2.1.3 are made to the intent that each of the same shall be a planning obligation for the purposes of Section 106 of the 1990 Act.
- 2.2 This Deed is entered into and completed pursuant to:
  - 2.2.1 the 1990 Act and the obligations entered into by the Owners under this Deed shall be ones to which the provisions of Section 106 of the 1990 Act shall apply

- and shall be binding and enforceable against the Owner and any person deriving title from the Owner as provided by Section 106 of the 1990 Act;
- 2.2.2 Section 111 of the 1972 Act to the extent that it contains provisions relating to covenants of the Council; and
- 2.2.3 Section 1 of the 2011 Act in relation to any covenants in this Deed which fall outside the scope of section 106 of the 1990 Act.
- 2.3 Each of the obligations created by this Deed constitutes a planning obligation for the purposes of Section 106 of the 1990 Act and shall be enforceable by the Council in their capacity as the relevant local planning authority for the relevant obligation.
- 2.4 The provisions of this Deed shall become binding on the Owners on the grant of the Planning Permission and the Commencement of the Development save for the provisions of **clause 9** and **clause 2** which shall come into effect immediately upon completion of this Deed.
- 2.5 Subject as provided in this Deed the Owners hereby for themselves and for any person deriving title from them undertake agree declare and covenant with the Council that they shall carry out perform and be bound by the obligations set out in this Deed and that the Land shall be subject to the obligations set out in this Deed or otherwise agreed in writing.
- 2.6 The Owners covenant with the Council that if any payment due to each of the Council under this Deed is paid late interest at a rate of 2% above the Bank of England Base Rate prevailing with annual compounding at 31 March each calendar year shall be payable from the date that the payment became due to the date of actual payment.
- 2.7 The Owners covenant to pay the Monitoring Contribution to the Council in the following instalments:
- 2.7.1 £10,000 (ten thousand pounds) prior to Commencement of Development; and
- 2.7.2 £10,000 (ten thousand pounds) in four equal instalments on the first, second, third and fourth anniversary of the date the Development Commenced.
- 2.8 The Mortgagee hereby acknowledges and declares that this Deed has been entered into by the Third Owner with its consent and that the Dark Blue Land shall be bound by the obligations contained in this Deed and that the security of the Charge over the Dark Blue Land shall take effect subject to this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Dark Blue Land in which case it too shall be bound by the obligations as if it were a person deriving title from the Third Owner and the Fourth Owner.
- 2.9 Nothing contained or implied in this Deed shall prejudice or affect the rights powers and duties of the Council in the exercise of their functions as local planning authorities and their rights powers and duties under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council was not a party to this Deed.
- 2.10 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.
- 2.11 No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the terms or conditions of this Deed which is for the benefit of the relevant Council shall constitute a continuing waiver and no such waiver shall prevent the relevant Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default by the Owners .
- 2.12 Subject to **clause 2.18**, the obligations set out in this Deed shall not be enforceable against the leaseholders or occupiers of the Market Housing Dwellings or the Affordable Dwellings comprised within the Development (or their mortgagees or any person deriving title from them).



- 2.13 Subject to **clause 5** and the exclusions set out in **Part 3** of **Schedule 4** of this Deed the Association and leaseholders and occupiers of the Affordable Dwellings shall only be bound by the obligations and covenants in this Deed which affect the Affordable Dwellings in which they have a legal interest (or in the case of the Association which it manages). The Association and leaseholders and occupiers of the Affordable Dwellings shall not be responsible for payment of any financial obligations in this Deed or for constructing the Affordable Dwellings or for any obligations to provide or maintain the Amenity Land.
- 2.14 The obligations set out in this Deed will not be enforceable against any statutory undertaker with an interest in any part of the Land for the purpose of the supply of electricity gas water drainage or telecommunication services.
- 2.15 The provisions of the Contracts (Rights of Third Parties) Act 1999 (the “**1999 Act**”) shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms provided always that the exclusion contained in this **clause 2.15** shall not prevent all or any future successors in title to any of the Parties to this Deed from being able to benefit or to enforce any of the provisions of this Deed.
- 2.16 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after such person has parted with their entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 2.17 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission granted (whether or not an appeal) before or after the date of this Deed.
- 2.18 This Deed shall cease to have effect (only insofar as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if without the Owners consent the Planning Permission is modified by any statutory procedure or it expires prior to the Commencement of the Development.
- 2.19 This Deed shall be governed by and interpreted in accordance with the law of England and Wales and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Deed.
- 2.20 The Council hereby undertakes agrees declares and covenants with the Owners and their successors in title:
- 2.20.1 that the Council will be bound by the covenants and other provisions on its part contained in the Schedules hereto;
- 2.20.2 upon the written request of the Owners to provide the Owners such evidence as the Owners reasonably require to confirm the expenditure or commitment of each sum paid by the Owners respectively to the Council under this Deed and in each case such evidence shall include details of the item or items on which each sum has been expended or committed; and
- 2.20.3 at the written request of the Owners (or any of them) to provide written confirmation stating which Obligations under this Deed have been discharged and complied with.

### 3. **THE OWNERS’ OBLIGATIONS TO THE COUNCIL**

- 3.1 The Owners hereby covenant with the Council to serve on the Development Contributions Co-ordinator:
- 3.1.1 a Notice of Actual Commencement not more than 28 days prior to Commencement of the Development;
- 3.1.2 a Notice of Occupation within 28 Working Days prior to Occupation of the first Dwelling;



- 3.1.3 a Notice of Occupation within 28 Working Days prior to the Occupation of the 1st Dwelling in each of Phase 1, Phase 2 and Phase 3;
  - 3.1.4 a Notice of Occupation within 28 Working Days prior to the Occupation of 50% of the Dwellings in each of Phase 1, Phase 2 and Phase 3;
  - 3.1.5 a Notice of Occupation within 28 Working Days prior to the Occupation of 85% of the Dwellings in each of Phase 1, Phase 2 and Phase 3; and
  - 3.1.6 a Notice of Occupation within 28 Working Days prior to the Occupation of each of the following number of Dwellings: 150th, 350th, 1,000th, 1,200th, 1,300th, 1,600th, 1,800th.
- 3.2 If an Owner breaches this Agreement such Owner shall pay to the Council:
- 3.2.1 the damages in respect of such breach that would be recoverable by the Council by way of court action; and
  - 3.2.2 (to the extent not included in **clause 3.2.1**) the legal costs reasonably and properly incurred by the Council in respect of such breach
- save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such damages, expenses or liability
- 3.3 For the avoidance of doubt the obligations set out in **clause 3.2** shall only bind the relevant Owner that committed the breach concerned and not any other person or any successor in title of such relevant Owner.
- 3.4 The Owners agree to:
- 3.4.1 make any payment required to the Council pursuant to this Agreement by BACS payment to Buckinghamshire Council Receipts Account – Lloyds TSB Bank Plc – Account Number 01336512 – Sort Code 30-00-02 or via cheque made payable to “Buckinghamshire Council” or such other account as may be notified to the Owners by the Council;
  - 3.4.2 notify the Development Contributions Co-ordinator of its intention to make the payments referred to above by written notice specifying the intended date of payment, the amount, the date of this Agreement, the clause or schedule of this Agreement to which it relates and the part of the Land to which the payment relates. Such notification to be given within the 15 Working Days immediately preceding the making of such payment; and
  - 3.4.3 serve a development statement upon the Development Contributions Coordinator at the Council six months after the Commencement of the Development and at six monthly intervals thereafter until completion of the Development.
- 3.5 From the Commencement of the Development the Owners and shall comply with any reasonable and proper requests of the Council to have access to any part of the Land upon giving the Owners two Working Days’ prior written notice for the purpose of monitoring compliance with the obligations contained herein.
4. **THE COUNCIL’S OBLIGATIONS**
- 4.1 The Council hereby covenants with the Owners and the Mortgagee to observe and perform the obligations, covenants and other provisions on its part contained in the Schedules to this Agreement.
  - 4.2 At the written request of the Owners the Council shall within 20 Working Days of receipt of such request provide the Owners written confirmation of the obligations in this Agreement which have at the date of such request been discharged.

- 4.3 The Council covenants with the Owners to provide the Owners such evidence as the Owners reasonably require to confirm the expenditure or commitment of each Contribution paid by the Owners to the Council under this Agreement and in each case such evidence shall include details of the item or items on which each sum has been expended or committed and where required by the Owners details of how such expenditure relates to the Development provided that the Owners shall not make a request in respect of each sum more than twice every year unless there is a matter in dispute.
- 4.4 The Council covenants with the Owners to place all monies received from the Owners pursuant to this Agreement in an interest bearing account and not to spend or commit any interest accrued on said sums other than in each case for the same purpose as this Agreement permits such expenditure or committal in respect of the original sum paid.
- 4.5 In the event that the Planning Permission becomes a Challenged Permission, then where the Owners do not Commence the Development pursuant to the Challenged Permission or cease to carry out any further works pursuant to the Challenged Permission, then the Owners' requirements to comply with or comply further with the obligations contained in this Deed relating to the Challenged Permission will be suspended temporarily (save in respect of the rights of the Council in relation to any subsisting breach of this Deed arising before the cessation of works pursuant to the Challenged Permission by the Owners) until the final disposal of the legal proceedings at which time, if the Challenged Permission has not been quashed, the requirement to comply or further comply with the obligations contained in this Deed relating to the Challenged Permission (as applicable and as may be varied by order of the court) will recommence with immediate effect and any time-limits for compliance with the obligations contained in this Deed relating to the Challenged Permission will be extended by the period of the suspension under this clause.
- 4.6 The Council will use the Contributions received from the Owners under the terms of **Schedules 8 and 9** respectively and exclusively in each case for the purposes specified for which they are to be paid (or in reasonably fulfilling that purpose) provided that the Council acting reasonably and in full compliance with Regulation 122 of the CIL Regulations may reimburse itself out of the Contribution if the Council has in anticipation of receipt of the Contribution fulfilled the purpose specified for the relevant Contribution.
5. **PRINCIPALS GROUP**
- 5.1 Within three months of the date of the grant of the Planning Permission the Council and the Option Holders will establish a Principals Group.
- 5.2 Subject to **clause 5.3** the Principals Group will consist of:
- 5.2.1 one director of the Council or their nominees; and
- 5.2.2 one representative of each of the Owners.
- 5.3 The purposes of the Principals Group will be to:
- 5.3.1 discuss any issues that arise or may arise in respect of the Development with the intention that such discussions will reduce the possibility of disputes and misunderstandings, and help ensure the efficient completion of the Development; and
- 5.3.2 to seek to resolve any obstacles to the discharge of conditions, the approval of reserved matters and any Section 106 Disputes.
- 5.4 The Principals Group will meet at least once every six months during the life of the Development or at such other intervals as the members of the Principals Group shall agree in writing but such regular meetings shall be in addition to meetings that may be called in accordance with other provisions of this clause.
- 5.5 In the event of there being a Section 106 Dispute any member of the Principals Group may by written notice to the other members of the Principals Group request that a meeting of

the Principals Group be held and the Principals Group shall meet as soon as is reasonably practicable after service of such a notice to try and resolve the Section 106 Dispute concerned.

5.6 If:

5.6.1 the Section 106 Dispute concerned is not resolved at such meeting of the Principals Group; and

5.6.2 the members of the Principals Group do not agree at such meeting further proposals to try and resolve such Section 106 dispute

any of the members of the Principals Group that are in dispute (the "**Disputing Parties**") may at any time within ten working days of such meeting by giving written notice to the other members of the Principals Group (the "**Determination Notice**") require that the Section 106 Dispute concerned be referred to an independent person who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten years and who shall be a specialist in relation to such subject matter (the "**Independent Person**").

5.7 If the members of the Principals Group have not agreed on the Independent Person within five working days after the date of service of the Determination Notice the Independent Person shall be appointed by such one of the following persons as the members of the Principals Group shall agree to be appropriate having regard to the nature of the Section 106 Dispute concerned:

5.7.1 the Chairman for the time being of the Bar Council;

5.7.2 the President for the time being of the Royal Institution of Chartered Surveyors; or

5.7.3 the President for the time being of the Law Society

or (in each such case) the duly appointed deputy of such President or any other person authorised by him or her to make appointments on his or her behalf.

5.8 If within five working days after service of the Determination Notice the members of the Principals Group have been unable to agree which of the persons referred to in **clause 5.7** is appropriate to appoint the Independent Person then the Independent Person shall be appointed on the application of any member of the Principals Group by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf.

5.9 The Independent Person shall act as an expert not an arbitrator.

5.10 The Independent Person's decision shall be binding on the Council or the Owners or any other person (it being agreed that the purpose of such a reference is to allow an early and cost effective neutral evaluation of the dispute concerned) subject to the provisions of **clause 5.16** below.

5.11 The Independent Person shall:

5.11.1 invite the Disputing Parties to submit to him or her within such time limits as he or she shall consider appropriate such representations and thereafter such cross representations as the Disputing Parties may wish to make; and

5.11.2 be required to give written reasons for his or her determination and to comply with any time limits reasonably specified by the members of the Principals Group.

5.12 The fees and expenses of the Independent Person including the cost of his or her nomination shall be borne by the Disputing Parties in such shares as the Independent Person shall

award and failing such award the same shall be payable by the Disputing Parties in equal shares and otherwise the Disputing Parties shall each bear their own costs fees and expenses.

- 5.13 If the Independent Person fails to give notice of his or her determination within any specified time or dies or is unwilling to act or becomes incapable of acting or if for any other reason he is unable to act any of the Disputing Parties may request the President or Chairman who appointed him or her to discharge the Independent Person and appoint another person in his or her place to act in the same capacity which procedure may be repeated as many times as necessary.
- 5.14 The Principals Group shall meet as soon as reasonably practicable after the Independent Person has issued his or her determination to further discuss the Section 106 Dispute and try to resolve the same.
- 5.15 If the Section 106 Dispute concerned is not resolved at such meeting of the Principals Group the Principals Group may agree further proposals for determining the Section 106 Dispute concerned which may include (without limitation) referring the same for determination by an independent third party on terms agreed by the Principals Group with such determination being binding on the Disputing Parties.
- 5.16 For the avoidance of doubt:
- 5.16.1 any decisions of the Principals Group will only be binding on the members of the Principals Group if unanimously agreed by the members of the Principals Group;
  - 5.16.2 this clause does not prevent the Council from taking enforcement or remedial action pursuant to section 106 of the 1990 Act (whether by instituting court proceedings or otherwise) in respect of a breach of one or more of the obligations in this Deed in such manner as the Council considers appropriate in their absolute discretion;
  - 5.16.3 for the further avoidance of doubt this clause shall also not prevent the institution of any court proceedings by any Party; and
  - 5.16.4 this clause shall not be construed as constituting an arbitration clause within the meaning of the Arbitration Act 1996.

## 6. INDEXATION

Any sum referred to in the Schedules as "Index Linked" shall be paid together with if such payment or application is being made after the date of this Agreement a further sum ("A") being equal to the original sum ("B") multiplied by a figure being a fraction of which the Index figure last published at the date hereof is the denominator ("X") and the last Index figure published before the date such payment or application is made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that:

$$A = B \times \frac{(Y - X)}{X}$$

## 7. CHANGE IN OWNERSHIP

The Owners agree with the Council to give the Council notice as soon as reasonably practicable of any change in ownership of any of their interests in the Land (excluding Exempt Disposals) occurring before all the obligations under this Agreement have been discharged (save for those requiring on going compliance) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land purchased by reference to a plan.

**8. NOTICES**

8.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to this Agreement and shall cite the clause of the Agreement to which it relates and:

8.1.1 in the case of notice to the Council shall be addressed to Buckinghamshire Council Head of Planning Gatehouse Road Aylesbury HP12 2FF (and duplicated by email to: XXXXXXXX.gov.uk) quoting the planning reference number 15/00314/AOP and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of XXXXXXXXXX;

8.1.2 in the case of notice to the Owners shall be addressed to Gary Tucker, Strategic Projects Director, Taylor Wimpey UK Limited, Newton House, 2 Sark Drive, Newton Leys, Milton Keynes, MK3 5SD or to such alternative name and address as may be notified to the parties from time to time; and

**9. LEGAL FEES**

The Owners covenants to pay on the execution of this Deed the Council's reasonable legal costs incurred in the preparation, negotiation and settlement of this Deed.

## **SCHEDULE 1**

### **The Development**

Means the development referred to in the Planning Application being a mixed-use sustainable urban extension on 144.46 Ha of land to the south west of Milton Keynes to provide for the following:

1. up to 1,855 mixed tenure dwellings (C3) on 54.70 Ha of land;
2. an employment area (B1) on 2.07 Ha of land including provision for a 6GP practice;
3. a neighbourhood centre on 0.67 Ha of land accommodating retail (A1/A2/A3/A4/A5), community (D1/D2) and residential (C3) uses;
4. provision of a primary school on 3.0 Ha of land;
5. provision of a secondary school on 5.2 Ha of land together with an additional 1.69 Ha of associated open space;
6. allotment space on 1.18 Ha of land;
7. ground remodelling;
8. 53.67 Ha of multi-functional green open space including: parkland, sports and recreational facilities with pavilion/changing facilities; play areas; wildlife areas, a range of strategic open spaces including a community orchard and new landscaping;
9. a sustainable drainage scheme including 5.08 Ha of land for surface water attenuation measures;
10. associated infrastructure including new junctions to the A421, Whaddon Road and Buckingham Road, primary streets, residential streets, pedestrian footpaths and cycle routes, foul water pumping stations and statutory undertakers equipment;
11. a grid road reserve of 7.28 Ha;
12. highway improvements on 5.21 Ha of land; and
13. public transport infrastructure, car and cycle parking for all uses.

## SCHEDULE 2

### The Security Obligations

1. Unless otherwise agreed in writing by the Council the Owners hereby covenant with the Council not to cause permit or suffer the Commencement of Development within any Phase until they have lodged respectively with the Council one or more PCGs (from one or more Guarantors), Bonds or cash deposits collectively for the Secured Amount for that Phase provided that:
  - 1.1 any form of security lodged in respect of each Phase shall be provided directly as is relevant to the Council;
  - 1.2 the security lodged in respect of each Phase shall only relate to the provision of Key Infrastructure in each respective Phase or where such facilities relate to more than one Phase (and cannot be differentiated) the relevant Key Infrastructure which is required to be initiated by the relevant first Phase of the Development; and
  - 1.3 the Owners shall in each case on lodging such items of security notify the Council by reference to the Costs Plan which item of security relates to which element of the Secured Amount.
2. It is hereby agreed between the parties hereto that as soon as any of the Obligations which are covered by a PCG, Bond or cash deposit (as appropriate) have been satisfactorily performed the Owners may apply in writing (subject to any specific provisions in the Schedules of this Agreement taking first priority) to the Council for that PCG, Bond or cash deposit to be reduced (and in the case of a cash deposit repaid to the person who made the deposit) by the amount equal to cover the satisfactory performance of the relevant Obligation or Obligations and if the Council considers that the relevant Obligation or Obligations have been satisfactorily performed then it will notify the Owners and any relevant Guarantor of the reduced amount of the PCG or Bond and where relevant repay the relevant amount of the cash deposit.
3. If the Net Assets value of the Guarantor falls below five times the value of the Secured Amount the subject of the relevant PCG then unless otherwise agreed in writing by the Council the Owners will provide the Council (as is relevant) with a replacement PCG or a Bond or a cash deposit in the same sum as the relevant PCG (as at the date thereof) within twenty eight days (the "**Due Date**") of the Net Assets value of the Guarantor falling below five times the value of the Secured Amount the subject of the relevant PCG and all construction work on the relevant part of the Phase the subject of the relevant PCG shall cease after the Due Date until such time as a replacement PCG or Bond or cash deposit in the same sum as the relevant PCG (as at the date thereof) has been provided to the Council.
4. It is hereby agreed between the parties hereto that as soon as any of the Obligations which are covered by a Bond have been satisfactorily performed the Owners may apply in writing to the Council for that relevant Bond to be reduced by the amount equal to cover the satisfactory performance of the relevant Obligation or Obligations and if the Council considers that the relevant Obligation or Obligations have been satisfactorily performed then it will notify the Owners and the Surety of the reduced amount of the Bond.
5. It is hereby agreed between the parties hereto that as soon as any of the Obligations which are covered by a cash deposit have been satisfactorily performed the Owners may apply in writing to the Council for that relevant cash deposit to be reduced by the amount equal to cover the satisfactory performance of the relevant Obligation or Obligations and if the Council considers that the relevant Obligation or Obligations have been satisfactorily performed then it will repay said amount equal to cover the satisfactory performance of the relevant Obligation or Obligations to the party who paid the cash deposit.
6. In the event that a Bond is provided pursuant to this Schedule the Owners hereby covenant with the Council as follows:

- 6.1 unless otherwise agreed in writing by Council all work on the relevant part of a Phase shall cease if at any time the Bond:
  - 6.1.1 has less than six weeks until it expires;
  - 6.1.2 any of the Obligations which it covers remain to be fulfilled; and
  - 6.1.3 it has not been replaced by a further bond or PCG for the same amount as the Bond it replaces or a cash deposit for the same quantum as the bond it replaces

in such a situation works of construction on the relevant part of the Phase shall not recommence until a replacement Bond or PCG for the same quantum as the Bond it replaces or cash deposit for the same quantum as the Bond it replaces has been provided to the Council; and
- 6.2 the restriction set out in **paragraph 6.1** of this Schedule shall apply in the same way to any replacement bond and shall continue to apply to future replacement bonds until such time as all the Obligations covered by a Bond have been satisfactorily carried out.
- 7. Subject to the prior approval of the Council the Owners may at any time replace one form of security (in whole or in part) with another and following the lodging of such replacement form of security (as approved by the Council) the original form of security (or where appropriate the relevant part thereof) shall be released by the Council or in the case of a cash deposit repaid to the person who made the cash deposit.



## SCHEDULE 3

### Obligations relating to Notification

The Owners hereby covenant with the Council as follows:

1. Not to cause permit or suffer the Commencement of Development on each Phase or part thereof until:
  - 1.1 the Phase Implementation Plan for that Phase has been submitted to and approved in writing by the Council identifying the Development Parcels, the Landscape Phases, the SuDS Scheme and the Infrastructure Phases within that Phase;
  - 1.2 the Phase Implementation Programme for that Phase has been submitted to and approved in writing by Council identifying the programme for the implementation of the Development Parcels, the Landscape Phases, the SuDS Scheme and the Infrastructure Phases within that Phase; and
  - 1.3 the Costs Plan for that Phase has been submitted to and been approved in writing by the Council in accordance with the Cost Plan Schedule attached hereto.
2. Not to cause, permit or suffer the submission of any Reserved Matters Application for any Dwellings within the Local Centre until those Dwellings have been incorporated into a Phase by being identified on the Phase Implementation Plan.
3. Unless otherwise agreed in writing by the Council not to carry out the Development of each Phase other than in accordance with the Phase Implementation Plan and the Phase Implementation Programme which have been approved in writing by the Council for that Phase and unless otherwise agreed in writing by the Council to ensure that the Development of each Phase shall only be carried out in accordance with the Phase Implementation Plan and the Phase Implementation Programme which have been approved in writing by the Council for that Phase.
4. To give the Council not less than ten working days prior written notice of:
  - 4.1 the Commencement of Development by serving this on the Head of Planning; and
  - 4.2 the Commencement of Development in each Phase and Development Parcel of the Development by serving this on the Head of Planning.
5. To enable the Council to accurately monitor compliance with the obligations in this Deed to provide the details set out in **clause 3** of this Agreement to the Council.
6. To enable the Council to accurately monitor compliance with the obligations in this Deed to provide the details set out in **paragraphs 6.1 to 6.6** of this Schedule to the Council in writing every three calendar months from the date of Commencement of the Development with the first figures falling due on the first day of the calendar month after the expiry of three full calendar months from the Commencement of the Development and subsequent figures will be due every three calendar months thereafter on the first day of the appropriate month:
  - 6.1 the total number of Affordable Dwellings which the Owners have started construction works on and as a separate figure the number which construction were started on during the preceding three calendar months;
  - 6.2 the total number of Market Housing Dwellings which the Owners have started construction works on and as a separate figure the number which construction works were started on during the preceding three calendar months;
  - 6.3 the total number of Affordable Dwellings which have been Completed and as a separate figure the number that were Completed during the preceding three calendar months;

- 6.4 the total number of Market Housing Dwellings which have been Completed and as a separate figure the number that have been Completed during the preceding three calendar months;
- 6.5 the total number of Affordable Dwellings that are Occupied and as a separate figure the number that have been Occupied during the preceding three calendar months; and
- 6.6 the total number of Market Housing Dwellings on the Land that are Occupied and as a separate figure the number that have been Occupied during the preceding three calendar months.

## **SCHEDULE 4**

### **Affordable Housing Obligations**

The Owners covenants with the Council as follows: -

#### Part I – Types, numbers, sizes, tenure and distribution of the Affordable Dwellings

##### Affordable Housing Quantum

- 1 Unless otherwise agreed in writing with the Council and/or unless otherwise determined through the terms of this Deed to provide not less than 30% of the total number of Dwellings as Affordable Housing of which 75% shall be Affordable Rent and 25% shall be Shared Ownership Dwellings.
- 2 The number of Affordable Dwellings to be provided within a Development Parcel shall be 30% of the total number of Dwellings for each Development Parcel of which 75% shall be Affordable Rent and 25% shall be Shared Ownership for each Development Parcel unless otherwise agreed in writing with the Council.

##### Affordable Housing Split

- 2 To provide the Affordable Housing across the Development broadly in accordance with the mix and tenure set out in Schedule 16 unless agreed otherwise in writing with the Council.

##### Affordable Housing Scheme

- 1 Not to cause or permit the Commencement of Development on any Development Parcel within a Phase until the Phase Affordable Housing Scheme for that Phase has been submitted to and approved by the Council ("the Approved Phase Affordable Housing Scheme").
- 2 Not to cause or permit the Commencement of Development on any Development Parcel in a Phase until the Development Parcel Affordable Housing Scheme for that Development Parcel has been submitted to and approved by the Council ("the Approved Development Parcel Affordable Housing Scheme")
- 3 To ensure that each Development Parcel Affordable Housing Scheme is in accordance with the Approved Phase Affordable Housing Scheme for the relevant Phase unless expressly agreed otherwise in writing by the Council
- 4 The Affordable Dwellings shall be constructed on a Development Parcel in accordance with:
  - 4.1 the Approved Development Parcel Affordable Housing Scheme in respect of that Development Parcel; and
  - 4.2 any relevant national standards applicable at the time of the approval of the relevant Approved Development Parcel Affordable Housing Scheme for those Affordable Dwellings.

### Clusters

- 5 To ensure that the Affordable Dwellings are located in groups of not more than 15 Dwellings for those Affordable Dwellings which are to be provided as houses or 18 Dwellings for those Affordable Dwellings which are to be provided as flats and that each group shall not be situated adjacent to any other group of Affordable Dwellings (and in the case of the Affordable Dwellings to be provided as flats this means that within the same block of flats a group of Affordable Dwellings shall not be either on the same floor or immediately above or below another group of Affordable Dwellings unless otherwise agreed in writing by the Council) PROVIDED ALWAYS THAT where:

- 5.1.1 only a road or garden boundary separates one group of Affordable Dwellings from another group of Affordable Dwellings; and/or
- 5.1.2 Affordable Dwellings have already been provided in an earlier Phase or Parcel or on an adjacent or adjoining site

this shall be construed as a contiguous boundary.

### Part II – Delivery of Affordable Housing

The Owners and the Developer hereby covenant with the Council as follows:

- 1 Not to cause permit or suffer the Occupation of more than 50% of the Market Housing Dwellings in a Development Parcel (unless a higher percentage is agreed in writing by the Council) until the Affordable Dwellings in that Development Parcel have been Completed as Fully Serviced and Constructed Affordable Dwellings and the Affordable Dwellings within that Development Parcel identified as being required to be transferred to the Association in the relevant Approved Development Parcel Affordable Housing Scheme have been offered to the Association on terms which would comply with paragraph 2 below; and
- 2 Not to cause permit or suffer the Occupation of more than 70% of the Market Housing Dwellings in a Development Parcel (unless a higher percentage is agreed in writing by the Council) until the Affordable Dwellings within that Development Parcel identified as being required to be transferred to the Association in the relevant Approved Development Parcel Affordable Housing Scheme have been so transferred to the Association free from financial charges and encumbrances which would prevent or materially impede their use as Affordable Dwellings (other than service charges which shall be subject to paragraph 3 of this Part of this Schedule)
- 3 In the case of the Affordable Dwellings if any service charge or estate management charge is charged it shall be an annual charge which shall initially be set at a fair and reasonable proportion of the costs relating to the services provided and any subsequent revision to the

said service charge shall be set at a fair and reasonable proportion of the costs relating to the services provided

- 4 To update the Council in writing every three months from the Commencement of Construction of the first Dwelling on each Development Parcel until such time as binding contracts have been entered into for the transfer of the Affordable Dwellings on that Development Parcel with an Association as to the progress that has been made with the negotiation for the sale of the Affordable Dwellings to an Association in that Development Parcel
- 5 To notify the Council in writing of the date of completion of a binding contract with the Association for the transfer of the Affordable Dwellings within 10 working days of the date of completion of the contract
- 6 The Occupation of the Affordable Dwellings shall be subject to the criteria and restrictions set out in Part III of this Schedule
- 7 To allow the Association its contractors agents and the Occupiers of all the Affordable Dwellings vehicular and pedestrian access at all times over the relevant footpaths footways and roadways on the Land leading to and from the Affordable Dwellings once such footpaths footways and roadways are constructed and ready for use

### Part III – Criteria and restrictions

Unless otherwise agreed by the Council the Owners and the Developer hereby covenant with the Council as follows in relation to the Affordable Dwellings:

- 1 The Affordable Dwellings shall not be Occupied other than by Eligible Households in accordance with the Nominations Agreements or such other agreements which may supersede them including any Common Housing Register Agreement which may hereafter be entered into between the Council and the Association
- 2 The Affordable Dwellings shall not be Occupied and managed other than in accordance with the objects of the Association and the relevant Approved Development Parcel Affordable Housing Scheme
- 3 The Affordable Dwellings for Rent shall (unless otherwise agreed in writing by the Council) not be let and Occupied other than at an Affordable Rent and shall not be Occupied other than on the basis of assured tenancies or such other form of statutory tenancy which may be available

The Parties agree as follows:

- 4 The provisions of this Schedule which relate to the, letting, use or Occupation of the Affordable Dwellings shall cease to apply to:-
- 4.1 a tenant of an Affordable Dwelling for Rent when he has exercised the right to acquire or otherwise acquired that said Dwelling (including his mortgagee and successors in title and assigns); and
  - 4.2 an occupier of a Shared Ownership Dwelling or other Intermediate Tenure Dwelling once he has staircased up to or otherwise acquired 100% of the equity in that said Dwelling (including his mortgagee and successors in title and assigns); and
  - 4.3 a purchaser from a mortgagee of an individual Affordable Dwelling pursuant to a default by the individual mortgagor

The Owners and the Developer hereby covenant with the Council as follows:

- 5 In the event that a tenant of an Affordable Dwelling for Rent exercises the right to acquire or otherwise acquires or a leaseholder of a Shared Ownership Dwelling or other Intermediate Tenure Dwelling staircases to or otherwise acquires 100% of the equity in that said Affordable Dwelling then the Association shall unless the legislation otherwise requires use or procure the use of an amount equal to the grant received by the Association in relation to such Dwelling to fund the provision of further Affordable Housing in the administrative area of the Council
- 6 The Council shall be informed in writing of any acquisition or staircasing that takes place within 20 working days of the acquisition or staircasing taking place

The Parties agree as follows:

- 7 The provisions of this Schedule shall not be binding on a Chargee of the whole or any part of the Affordable Dwellings PROVIDED THAT such Chargee shall first give written notice to the Council of its intention to dispose of those Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of those Affordable Dwellings ("the Relevant Period") to a registered provider of social housing (as defined under the provisions of Sections 144 to 159 of the Housing and Regeneration Act 2008) for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses.
- 8 In the event that the Chargee has not been able to complete such a disposal of the Affordable Dwelling(s) to a registered provider within the Relevant Period pursuant to paragraph 7 of this Part III of this Schedule, the Chargee of the Affordable Dwellings shall be entitled to dispose of the relevant Affordable Dwelling(s) free from the obligations in this Schedule 4 and shall (together with its successor in title) be automatically released from the terms and

provisions of this Schedule which terms provisions shall determine absolutely in relation to those Affordable Dwellings and the land on which they are situated.

- 9 In the event that the steps referred to in paragraphs 7 and 8 of this Part III of this Schedule have all been taken the Chargee of the Affordable Dwellings and any successors in title in respect of the relevant Affordable Dwelling(s) or person deriving title in respect thereof shall be automatically released from the terms of this Schedule.

## SCHEDULE 5

### Open Space Provision

#### Part 1 The Open Space Land Obligations

The Owners hereby covenant with the Council as follows:

1. To provide on the Land:
  - 1.1 not less than 31 hectares of Public Open Space; and
  - 1.2 the Structural Landscaping; and
  - 1.3 the Allotments; and
  - 1.4 the Amenity Land;
2. To submit (and to re-submit until the same is approved by the Council) to and obtain the Council's written approval of an Open Space Land Scheme prior to the Commencement of the Development.
3. Not to cause permit or suffer the Commencement of Development until an Open Space Land Scheme has been approved in writing by the Council (the "**Approved Open Space Land Scheme**").
4. To submit (and re-submit until the same is approved by the Council) to and obtain the Council's written approval of a Landscape Scheme for each of the Landscape Phases within a Phase prior to the Commencement of the Development on any Development Parcels within that Phase.
5. Not to cause permit or suffer the Commencement of Development on any Development Parcels within a Phase until a Landscape Scheme for each of the Landscape Phases within that Phase has been approved in writing by the Council (the "**Approved Landscape Scheme**").
6. Following Commencement of Development of each Phase to implement each Landscape Phase within such Phase in accordance with the relevant Approved Landscape Scheme.
7. To ensure that each Landscape Scheme for each of the Landscape Phases conforms and is in accordance with the Approved Open Space Land Scheme.

#### Provisional Certificate

8. Not to cause or permit Occupation of more than the number of Dwellings specified in the relevant approved Phase Implementation Programme until the Approved Landscape Scheme for the relevant Landscape Phase has been laid out provided and landscaped in accordance with the Landscape Scheme and a Provisional Certificate for that Landscape Phase has been issued by the Council.
9. After the relevant Landscape Phase has been provided laid out and landscaped in accordance with the Landscape Scheme to apply to the Council in writing requesting issue of the Provisional Certificate.
10. On receipt of the written request referred to in **paragraph 7 of Part 1** of this **Schedule 5** the Council shall carry out an inspection of the relevant Landscape Phase and if after inspection of the relevant Landscape Phase the Council considers that relevant Landscape Phase has been satisfactorily provided laid out and landscaped in accordance with the Approved Landscape Scheme the Council shall issue the Provisional Certificate within ten Working Days of carrying out the inspection.



11. If after inspection of the relevant Landscape Phase the Council considers that the relevant Landscape Phase has not been provided laid out and landscaped satisfactorily in accordance with the Approved Landscape Scheme the Council shall notify the Owners of the outcome of the inspection within ten Working Days of carrying out the inspection and the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council to bring the relevant Landscape Phase up to the standard required by the Approved Landscape Scheme and the procedures referred to in **paragraphs 6, 7, and 7 of Part 1 of this Schedule 5** shall be repeated as often as necessary until the Provisional Certificate is issued.
12. From the date of issue of the Provisional Certificate for the relevant Landscape Phase the Owners shall make the relevant Landscape Phase and all the facilities on the relevant Landscape Phase available for use by the public as an open amenity or recreation area in perpetuity and shall allow the public to have unrestricted access at all times to the relevant Landscape Phase including the right to gain access to the relevant Landscape Phase over any roads and associated footways and footpaths on the Land even if such roads footways and footpaths are in (or remain in) private ownership after the Development has been Completed.
13. From the date of issue of the Provisional Certificate for the relevant Landscape Phase the Owners covenants:
  - 13.1 not to use or permit the use of the relevant Landscape Phase for any purpose other than as a public recreation or amenity area; and
  - 13.2 to manage and maintain the relevant Landscape Phase during the Maintenance Period (including maintenance of all soft and hard landscaping built features lighting drainage and any other features on the relevant Landscape Phase) and to make good to the reasonable satisfaction of the Council any damage or defects in the relevant Landscape Phase arising during the Maintenance Period.

#### **Final Certificate**

14. At the expiration of the Maintenance Period to apply to the Council for the issue of the Final Certificate for the relevant Landscape Phase and for the avoidance of doubt the Council will not release the Owners from the Security provided in accordance with **Schedule 2** to this Deed until it has issued the Final Certificate.
  15. After the Council has issued the Final Certificate for the relevant Landscape Phase to transfer the Open Space Land to the Management Body:
    - 15.1 for nil consideration;
    - 15.2 free of all financial charges and other encumbrances that may materially affect use of the relevant Landscape Phase by the public; and
    - 15.3 with vacant possession,
- provided always that the Owners shall continue to maintain the relevant Landscape Phase in a clean and tidy condition until the transfer to the Management Body has been completed.
16. Any transfer of the relevant Landscape Phase to the Management Body in accordance with this **Schedule 5** shall be in accordance with the Transfer Form and the Owners shall submit an executed copy of the Transfer Form to the Council within seven Working Days of completion of the transfer of the relevant Landscape Phase to the Management Body.
  17. If the relevant Landscape Phase is to be transferred to the Parish Council, the Owners shall pay:
    - 17.1 any SDLT associated with that transfer (including the reasonable costs and disbursements of the transferee) on execution of the Transfer Form;

- 17.2 the Commuted Sum (excluding for the avoidance of doubt any cost in maintenance of the relevant Landscape Phase for the Maintenance Period) for the relevant Landscape Phase to the Council on or before the date of completion of the transfer of the relevant Landscape Phase to the Parish Council; and

where reasonable and proportionate any Additional Commuted Sum (excluding for the avoidance of doubt any cost in maintenance of the relevant Landscape Phase for the Maintenance Period) for the relevant Landscape Phase to the Council on or before the date of completion of the transfer of the relevant Landscape Phase to the Parish Council

- 17.3 provided always that the Owners shall continue to maintain the relevant Landscape Phase in a clean and tidy condition until the transfer to the Parish Council has been completed.

18. After the issue of the Final Certificate for a Landscape Phase the Owners covenant not thereafter to use permit or suffer the use of that Landscape Phase for any purpose other than as public open space amenity play recreation allotments and/or sports areas.

## **Part 2 The Play Facilities Obligations**

Unless otherwise agreed in writing with the Council, the Owners hereby covenant with the Council as follows:

1. To provide on the Land:
  - 1.1 9 (nine) LEAP;
  - 1.2 2 (two) NEAP;
  - 1.3 2 (two) MUGA;
  - 1.4 the Skate Park; and
  - 1.5 2 (two) Youth Shelters;
2. To submit to and obtain the Council's written approval of the Landscape Schemes for the Landscape Phases comprising a Play Facility or Play Facilities within a Phase prior to the Commencement of the Development on any Development Parcels within that Phase.
3. Not to cause permit or suffer the Commencement of Development on any Development Parcels within a Phase on which a Play Facility or Play Facilities are to be provided unless the relevant Landscape Schemes for the Landscape Phases comprising the Play Facilities in that Phase have been approved in writing by the Council such Landscape Schemes to include details of the layout(s) of those Play Facilities (the **"Approved Play Facilities Landscape Scheme"**).
4. To implement each Landscape Phase containing Play Facilities in accordance with the relevant Approved Play Facilities Landscape Scheme(s).
5. Not to cause or permit or suffer the Use and/or Occupation of more than the number of Dwellings specified in the relevant Approved Play Facilities Landscape Scheme for the provision of each Play Facility until:
  - 5.1 such Play Facility has been provided equipped and completed in accordance with the relevant Approved Play Facilities Landscape Scheme; and
  - 5.2 the Provisional Certificate for such Play Facility has been issued by the Council.
6. To implement the relevant Approved Play Facilities Landscape Scheme insofar as it relates to each Play Facility following the Provisional Certificate being issued by the Council for such Play Facility in accordance with **Part 1** of this **Schedule 5**.

7. To secure the transfer of each Play Facility to the Management Body within 12 months of the Final Certificate being issued by the Council for such Play Facility in accordance with **Part 1** of this **Schedule 5**.

### **Part 3 The Allotments**

The Owners hereby covenant with the Council as follows:

1. To provide the Allotments on the Land.
2. To submit to and obtain the Council's written approval of the Landscape Schemes for the Landscape Phases comprising the Allotments prior to the Commencement of the Development on any Development Parcel within Phase 2 and not to cause permit or suffer the Commencement of Development on any Development Parcel within Phase 2 until the Landscape Scheme for the Landscape Phase comprising the Allotments has been submitted to and been approved in writing by the Council (the "**Approved Allotment Landscape Scheme**"); and
3. To implement the Landscape Phase containing the Allotments in accordance with the Approved Allotment Landscape Scheme.
4. Not to cause permit or suffer the Use and/or Occupation of more than the number of Dwellings identified in the Phase Implementation Programme for Phase 2 until:
  - 4.1 the Allotments have been provided in accordance with the Approved Allotment Landscape Scheme; and
  - 4.2 the Provisional Certificate for the Allotments has been issued by the Council.
5. To implement the Approved Allotment Landscape Scheme following the Provisional Certificate being issued by the Council for the Allotments in accordance with **Part 1** of this **Schedule 5**.
6. To secure the transfer of the Allotments to the Management Body following the Final Certificate being issued by the Council for such Allotments in accordance with **Part 1** of this **Schedule 5**.

### **Part 4 The Parish Council**

1. Not to cause permit or suffer Commencement of Construction until an in-principle offer has been made to the established Parish Council to transfer all of the Open Space Land to the said Parish Council in accordance with the terms of this Deed.
2. That any appointment of the Parish Council as the Management Body will be secured by contract upon the following terms:
  - 2.1 to secure the transfer to the said Parish Council of the Open Space Land (and any associated SuDs) for nil consideration on the completion of the relevant part of the Open Space Land within each Phase pursuant to the terms of this **Schedule 5**;
  - 2.2 to pay (pro rata) to the Council the Commuted Sum and any Additional Commuted Sum for each part of the Open Space Land (and any associated SuDs) on the transfer of the said Open Space Land within each Phase;
  - 2.3 requiring the Parish Council in receipt of the Commuted Sum and any Additional Commuted Sum from the Council to apply the Commuted Sum and any additional Commuted Sum to secure and maintain the transferred Open Space Land;
  - 2.4 requiring the Parish Council to take the transfer of all of the Open Space Land (and any associated SuDs) comprising part of each Phase of the Development;

- 2.5 requiring the Parish Council to ensure the management of access to the transferred Open Space Land to residents of the Development, the local community and wider members of the public;
- 2.6 requiring the Parish Council to manage and maintain the transferred Open Space Land in perpetuity and not use the transferred Open Space Land for any purpose other than for the provision of public open space for the benefit of members of the public;
- 2.7 stipulating that any default by the Parish Council within 28 days of receipt of a written notice identifying any breach by reference to a specified area of Open Space Land (and any associated SuDs) will require the remediation of the identified works; and
- 2.8 stipulating further that any default by the Parish Council in rectification of the identified breach within a period of three months from the date of the written notice will require transfer the identified Open Space Land (and any associated SuDs) within a further period of 28 days for nil consideration to an alternative Management Body appointed by the Owners together with any unexpended, misapplied or misappropriated part of the Commuted Sum and any Additional Commuted Sum that has been paid to the Parish Council,

PROVIDED ALWAYS that the Parish Council can only take a transfer of the Open Space Land comprising any associated SuDs where it has demonstrated and secured the prior written approval of the Council in confirmation of the appointment of an appropriately experienced and competent management entity to manage and maintain the SuDs facilities.

#### **Part 5 The Interpretation Panels Obligations**

The Owners hereby covenant with the Council as follows:

1. To submit to and obtain the Council's written approval of the Landscape Schemes for the Landscape Phases containing the Interpretation Panels within a Phase prior to the Commencement of the Development on any Development Parcels within that Phase and not to cause permit or suffer the Commencement of Development on any Development Parcels within a Phase on which an Interpretation Panel or Interpretation Panels are to be provided unless the relevant Landscape Schemes for the Landscape Phases containing the Interpretation Panels in that Phase have been approved in writing by the Council such Landscape Schemes to include details of the location of those Interpretation Panels.
2. Not to Occupy more than the number of Dwellings identified in the relevant approved Phase Implementation Programme (unless otherwise agreed in writing by the Council) until:
  - 2.1 the Interpretation Panels have been provided in accordance with the relevant approved Landscape Scheme to the satisfaction of the Council; and
  - 2.2 the Certificate for the Interpretation Panels have been issued (or deemed to have been issued) by the Council.
3. To implement the Open Space Land Scheme (approved in writing by the Council) insofar as it relates to the Interpretation Panels following the Certificate being issued for the Interpretation Panels (or deemed to have been issued) by the Council for the relevant Landscape Phase containing such Interpretation Panels in accordance with **Part 1** of this **Schedule 5**.

#### **Part 6 The Farmland Bird Mitigation Works**

The Owners hereby covenant with the Council as follows:

1. To pay the Farmland Bird Mitigation Contribution has been paid in full to the Council prior to the Commencement of Development; and

2. Not to permit, authorise or carry out any works in Commencement of Development unless and until the Farmland Bird Mitigation Contribution has been paid in full to the pay to the Council.

## **SCHEDULE 6**

### **The SuDS Obligations**

1. The Owners covenant with the Council:
  - 1.1 Not to cause or permit the Commencement of the Development of a Phase until the SuDS Scheme for that Phase (which for the avoidance of doubt may form part of an Infrastructure Scheme) has been submitted to and approved in writing by the Council.
  - 1.2 To implement the SuDS in accordance with the SuDS Scheme approved by the Council under **paragraph 1.1** of this **Schedule 6** and the relevant Phase Implementation Programme.
2. Following the completion of the works for the provision of the SuDS in accordance with the SuDS Scheme the Owners covenant to maintain and manage or to procure that the Management Body manages and maintains the SuDS in perpetuity.
3. In the event that the maintenance of the SuDS is to be carried out by a Management Body the Owners covenant to submit details of the appointed Management Body to the Council in writing within seven Working Days of the appointment of the Management Body.

## SCHEDULE 7

### The Sports Facilities & Sports Pavilion Obligations

The Owners hereby covenant with the Council as follows:

1. To provide on the Land:
  - 1.1 the Sports Facilities; and
  - 1.2 the Sports Pavilion.
2. To submit (and re-submit until the same is approved by the Council) to and obtain the Council's written approval of the Landscape Scheme for the Landscape Phase comprising the Sports Facilities (which shall include details of the siting provision and laying out of the Sports Facilities) prior to the Commencement of the Development on a Development Parcel within Phase 2.
3. Not to undertake cause permit or suffer the Commencement of Development on a Development Parcel within Phase 2 until the Landscape Scheme for the Landscape Phase comprising the Sports Facilities (which shall include details of the siting provision and laying out of the Sports Facilities) has been submitted to and approved in writing by the Council (the "**Approved Sports Facilities Landscape Scheme**").
4. To implement the Landscape Phase containing the Sports Facilities in accordance with the Approved Sports Facilities Landscape Scheme.
5. Unless otherwise agreed in writing by the Council to submit to and obtain the Council's written approval of the detailed plans and specification(s) for the Sports Pavilion (which shall be broadly in accordance with the outline specification set out in **Appendix 6**) prior to Commencement of Development on a Development Parcel within Phase 2.
6. Not to undertake cause permit or suffer the Commencement of Development on a Development Parcel within Phase 2 until the detailed plans and specification(s) for the Sports Pavilion (which shall be broadly in accordance with the outline specification set out in **Appendix 6**) have been submitted to and approved in writing by the Council.
7. Not to Occupy or cause or permit or suffer the Occupation and/or use of more than the number of Dwellings specified in the Phase Implementation Programme for Phase 2 until:
  - 7.1 the Sports Facilities have been provided in accordance with the Approved Sports Facilities Landscape Scheme; and
  - 7.2 the Sports Pavilion has been provided in accordance with the approved detailed plans and specification(s).
8. After the relevant Sports Facilities and the Sports Pavilion has been provided in accordance with the Approved Sports Facilities Landscape Scheme to:
  - 8.1 secure the inspection and the provision of a written report prepared by the IOG (or such other appropriate body that may be approved in writing by the Council) in confirmation that the Sports Facilities have been installed and provided to their satisfaction and in accordance with the operating standards and specifications of the IOG (or such other appointed body) that apply to the installation and operation of the said Sports Facilities; and
  - 8.2 secure the inspection and the provision of a written report prepared by Sport England (or such other appropriate body that may be approved in writing by the Council) confirming that the Sports Pavilion has been installed and provided to their satisfaction and in accordance with the operating standards and specifications of Sport England (or such other appointed body) that apply to the installation and operation of the said Sports Pavilion at the time of the inspection.

9. On receipt of the final written reports referred to in **paragraph 8.2** of this **Schedule 7** the Council shall issue the Provisional Certificate within 21 Working Days.
10. From the date of issue of the Provisional Certificate for the relevant Sports Facilities and the Sports Pavilion the Owners shall ensure that the facilities are made available for use by the public in perpetuity and shall allow the public to have reasonable access at all reasonable times to the relevant Sports Facilities and the Sports Pavilion including the right to gain access over any roads and associated footways and footpaths on the Land even if such roads footways and footpaths are in (or remain in) private ownership after the Development has been Completed.
11. From the date of issue of the Provisional Certificate for the relevant Sports Facilities and the Sports Pavilion the Owners covenants:
  - 11.1 not to use or permit the use of the relevant Sports Facilities and the Sports Pavilion for any purpose other than for recreation, sporting uses, uses associated with the reasonable residential use of the Development and such other uses and events incidental thereto; and
  - 11.2 to manage and maintain the relevant Sports Facilities and the Sports Pavilion during the Maintenance Period and to make good to the reasonable satisfaction of the Council any damage or defects to the relevant Sports Facilities and the Sports Pavilion arising during the Maintenance Period.
12. At the expiration of the Maintenance Period to apply to the Council for the issue of the Final Certificate for the relevant Sports Facilities and the Sports Pavilion.
13. After the Council has issued the Final Certificate for the relevant Sports Facilities and the Sports Pavilion to transfer them to the Management Body:
  - 13.1 for nil consideration;
  - 13.2 free of all financial charges and other encumbrances that may materially affect use of the relevant Landscape Phase by the public; and
  - 13.3 with vacant possession,

provided always that the Owners shall continue to maintain the relevant Sports Facilities and the Sports Pavilion until the transfer to the Management Body has been completed.
14. Any transfer of the relevant Sports Facilities and the Sports Pavilion to the Management Body in accordance with this Schedule shall be in accordance with the Transfer Form and the Owners shall submit an executed copy of the Transfer Form to the Council within seven Working Days of completion of the transfer of the relevant Sports Facilities and the Sports Pavilion to the Management Body.
15. After the issue (or deemed issue) of the Final Certificate the Owners covenant not thereafter to use permit or suffer the use of the relevant Sports Facilities and the Sports Pavilion for any purpose other than as recreation, sports uses and/or associated with the reasonable residential use of the Development and such other uses and events incidental thereto.



## SCHEDULE 8

### Education

#### 1. Secondary Education Contribution

- 1.1 The Owners shall not Occupy or cause or permit to be Occupied and/or used more than 749 Dwellings until the Secondary Education Contribution (A) has been paid to the Council and the Owners shall pay to the Council the Secondary Education Contribution (A) prior to the Occupation of the 750th Dwellings.
- 1.2 The Owners shall not Occupy or cause or permit to be Occupied and/or used more than 1,049 Dwellings until the Secondary Education Contribution (B) has been paid to the Council and the Owners shall pay to the Council the Secondary Education Contribution (B) prior to the Occupation of the 1,050th Dwellings.
- 1.3 The Owners shall not Occupy or cause or permit to be Occupied and/or used more than 1,349 Dwellings until the Secondary Education Contribution (C) has been paid to the Council and the Owners shall pay to the Council the Secondary Education Contribution (C) prior to the Occupation of the 1,350th Dwellings.
- 1.4 The Owners shall not Occupy or cause or permit to be Occupied and/or used more than 1,599 Dwellings until the Secondary Education Contribution (D) has been paid to the Council and the Owners shall pay to the Council the Secondary Education Contribution (D) prior to the Occupation of the 1,600th Dwelling.

#### 2. Secondary School Site

- 2.1 The Owners shall notify the Council in writing prior to the Occupation of the 1100<sup>th</sup> Dwelling and the Owners shall not cause or permit the Occupation of more than 1099 Dwellings until they have given such notice to the Council.
- 2.2 Following the Occupation of more than 149 Dwellings and prior to the Occupation of no more than 1400 Dwellings the Council will serve the Secondary School Site Notice on the Owners pursuant to this Schedule
- 2.3 If the Secondary School Site Notice confirms that the Council requires the transfer of the Secondary School Site then:
  - 2.3.1 the Owners shall submit detailed plans of the Secondary School Site (which is in accordance with the relevant parts of the School Site Specification) including details of the boundaries, the location and extent of road access to and egress from the Secondary School Site, the point at the boundary of the Secondary School Site to which the Services are to be provided, details of the proposed location of the Temporary Access and Temporary Services, the proposed location of any required drop-off/pick-up area, the proposed ground re-modelling and any appropriate terracing within and adjoining the Secondary School Site to demonstrate suitability for accommodating all areas of the Secondary School (e.g. building footprint, hard surfaced outdoor areas, , parking and playing fields) and (if required to be included in the transfer of the Secondary School Site) details of the Secondary School Site Adjoining Land (including any restrictions on use thereof) and any other information to demonstrate compliance with part B of the School Site Specification to the Council within three months following the service of said notice;
  - 2.3.2 the Owners shall actively engage with the Council and shall use their reasonable endeavours over a period of six months of submission of the Secondary School Site Notice pursuant to **paragraph 2.2** above to agree a detailed design solution for the provision of the Secondary School within the Secondary School Site (which is in accordance with the part B of the School Site Specification) and to address the requirements identified at **paragraph 2.3.1** above; and

- 2.3.3 if the parties are unable to agree the matters identified in **paragraph 23.3.1** above within three months of submission of the detailed plans pursuant to **paragraph 2.3.1** above the detailed plans for the Secondary School Site shall be determined by an expert pursuant to **clause 5** of this Agreement;
- 2.4 Following agreement or determination of the detailed plans for the Secondary School Site pursuant to **paragraph 2.3** the Owners covenant with the Council to secure the transfer of the Secondary School Site as a Serviced Site (which is in accordance with part B of the School Site Specification) to meet the educational needs of the Development within six months of the date of agreement or determination of the detailed plans for the Secondary School Site and they have:
- 2.4.1 transferred the Unencumbered freehold of the Secondary School Site as a Serviced Site (and (if applicable) the Secondary School Site Adjoining Land) pursuant to **paragraph 2.2** of this schedule with Title Absolute to the Council (or its nominee) pursuant to and on the terms set out in the Secondary School Transfer; or
- 2.4.2 delivered to the Council an executed Secondary School Transfer with irrevocable authority for the Council (or its nominee) to execute and complete the same,
- and for the avoidance of doubt the Owners agree to pay the Council's reasonable and proper legal costs incurred in preparing and completing the transfer of the Secondary School Site and (if applicable) the Secondary School Site Adjoining Land plus the Land Registry fee for registering the Secondary School Site and if applicable the Secondary School Site Adjoining Land and on completion of the Secondary School Transfer pursuant to this **paragraph 2.4** the Unencumbered freehold of the Secondary School Site will be transferred to the Council (or its nominee) at no cost to the Council with Title Absolute pursuant to and on the terms set out in the Secondary School Transfer
- 2.5 If the Secondary School Site Notice confirms that the Council does not require the Secondary School Site on the Land then:
- 2.5.1 the Council may at any time following service of such notice and prior to Occupation of more than 1,500 Dwellings (whichever is the earlier event) serve on the Owners the Secondary School Land Notice calling for payment of the Secondary School Alternative Site Contribution; and
- 2.5.2 if the parties are unable to agree the amount of the Secondary School Alternative Site Contribution identified in **paragraph 2.5.1** above within three months of receipt of the Secondary School Land Notice the amount of the Secondary School Alternative Site Contribution shall be determined by an expert pursuant to **clause 5** of this Agreement.
- 2.6 The Owners covenant to pay to the Council that part of the Secondary School Alternative Site Contribution that is evidenced and justified by the Council in the Secondary School Land Notice within one month of receipt of such notice served on the Owners pursuant to **paragraph 2.5.1** or is otherwise identified pursuant to **paragraph 2.5.2**.
- 2.7 If the Secondary School Site Notice confirms that the Council does not require the Secondary School Site on the Land or the Council fails to serve a Secondary School Site Notice prior to the Occupation of more than 1,399 Dwellings pursuant to **paragraph 2.2** then for the avoidance of doubt the Council shall not seek the Secondary School Site on the Land and **paragraph 2.2** and **paragraph 2.4** of this Schedule shall not apply.
3. **Primary School**
- Owners Elect to Build
- 3.1 The Owners shall give the Primary School Notice to the Council prior to the Occupation of the first Dwelling and the Owners shall not cause or permit the Occupation of any Dwellings until they have given the Primary School Notice to the Council.

3.2 The Owners shall not cause or permit the Occupation of more than 49 Dwelling (or such other period as may be agreed in writing with the Council) unless and until they have submitted to and obtained the written approval of the Council (which shall include the Council's Highways Development Management Team) of a detailed plan of the Primary School Site, detailing the boundaries, the location and extent of road access to and egress from the Primary School Site, the point at the boundary of the Primary School Site to which the Services are to be provided, details of the proposed location of the Temporary Access and Temporary Services, together with levels/contour details and any other information to demonstrate suitability for accommodating all areas of the Primary School without the need for earth shaping (e.g. building footprint, hard surfaced outdoor areas, parking and playing fields) in compliance with the School Site Specification and the location and layout of the car park area to be provided adjacent to the Primary School Site which is suitable for use as a drop off and pick up area.

3.3 In the event that the Owners serve a Primary School Notice on the Council which confirms that the Primary School is to be provided by the Council, the Owners covenant with the Council (unless otherwise agreed in writing by the Council):

3.3.1 to pay to the Council:

3.3.1.1 50% of the Primary School Contribution within 20 Working Days of the Council providing written notice to the Owners evidencing that the Council has let the contract for the construction of the Primary School; and

3.3.1.2 the remaining 50% of the Primary School Contribution on the date 12 months from the date the contribution in **paragraph 3.3.1.1** above became due,

provided that the Council shall not serve such notice before the completion of the transfer of the Primary School Site to the Council or its nominee.

3.3.2 not to Occupy more than 49 Dwellings until they have:

3.3.2.1 provided Temporary Access and Services to the boundary of the Primary School Site at a position approved by the Council; and

3.3.2.2 either:

(a) transferred the Unencumbered freehold of the Primary School Site pursuant to paragraph 4.2 of this schedule at no cost to the Council as a Serviced Site with Title Absolute to the Council (or its nominee) pursuant to and on the terms set out in the Primary School Transfer; or

(b) delivered to the Council an executed Primary School Transfer with irrevocable authority for the Council (or its nominee) to execute and complete the same,

and for the avoidance of doubt the Owners agree to pay the Council's reasonable and proper legal costs incurred in preparing and completing the transfer of the Primary School Site plus the Land Registry fee for registering the Primary School Site and on completion of the Primary School Transfer pursuant to this **paragraph 3.3.2.2** the Unencumbered freehold of the Primary School Site will be transferred to the Council (or its nominee) at no cost to the Council with Title Absolute pursuant to and on the terms set out in the Primary School Transfer.

3.3.3 provide Services to the Primary School Site (in accordance with the plan and details agreed pursuant to **paragraph 3.2** of this Schedule) within 12 months of the date of the Primary School Transfer.

- 3.3.4 provide the car park area adjacent to the Primary School Site which is suitable for use as a drop off and pick up area for the Primary School (in accordance with the plan agreed pursuant to **paragraph 3.2** of this Schedule) within 12 months of the date of the Primary School Transfer.
- 3.4 In the event that the Owners serve a Primary School Notice on the Council which confirms that the Primary School is to be provided by the Owners, the Owners covenant with the Council (unless otherwise agreed in writing by the Council):
  - 3.4.1 Not to cause or permit the Occupation of more than 49 Dwellings until:
  - 3.4.2 Temporary Access and Temporary Services have been provided to the Primary School Site; and
  - 3.4.3 Either:
  - 3.4.4 (A) the Unencumbered freehold of the Primary School Site been transferred to the Council (or its nominee) at no cost to the Council with Title Absolute pursuant to and on the terms set out in the Primary School Transfer; or
  - 3.4.5 (B) there has been delivered to the Council (or its nominee) a Primary School Transfer (executed by the relevant land owners) with irrevocable authority for the Council (or its nominee) to execute and complete the same

FOR THE AVOIDANCE OF DOUBT the Owners agree to pay the Council's reasonable and proper legal costs incurred in preparing and completing the transfer of the Primary School Site and the Building Contract plus the Land Registry fee for registering the Primary School Site and on completion of the Primary School Transfer pursuant to this **paragraph 3.4.1** the Unencumbered freehold of the Primary School Site will be transferred to the Council (or its nominee) at no cost to the Council with Title Absolute pursuant to and on the terms set out in the Primary School Transfer

- 3.4.6 Prior to the Occupation of the 49<sup>th</sup> Dwelling to submit details of their proposed Architect to the Council for their approval, such approval not be unreasonably withheld.
- 3.4.7 to submit for the written approval of the Council the Primary School Scheme prior to the Occupation of the 49<sup>th</sup> Dwelling and to not cause permit or allow the Occupation of more than 49 Dwellings until they have submitted to and obtained the written approval of the Council of the Architect and the Primary School Scheme.
- 3.4.8 Prior to Occupation of the 200<sup>th</sup> Dwelling (unless otherwise agreed in writing by the Council) to use reasonable endeavours to secure the Primary School Consents in accordance with the timescales set out in the approved Primary School Scheme and provide the Council's Representative with three sets of the design documentation for the Primary School for the written approval of the Council and not to cause permit or allow the Occupation of more than 200 Dwellings until they have obtained the written approval of the Council of the design documentation .
- 3.4.9 Prior to Occupation of the 300<sup>th</sup> Dwelling (unless otherwise agreed in writing by the Council) to use reasonable endeavours to enter into a Building Contract in accordance with the timescales set out in the approved Primary School Scheme and the Primary School Consents and not to cause permit or allow the Occupation of more than 300 Dwellings until they have entered into a Building Contract for the construction of the Primary School or agreed in writing with the Council that this restriction shall not apply .
- 3.4.10 to procure that the Contractor, the Architect, the mechanical and electrical engineer/s, structural engineer/s, quantity surveyor/s and any sub-contractors with a material design responsibility for any part of the construction and/or

fitting out of the Primary School manufacturers of but not limited to curtain walling, boilers including all ancillary apparatus and equipment, photovoltaic panels, air conditioning, lifts (if any) and any sub-contractors who undertake work on but not limited to the substructure, superstructure, roof coverings, curtain walling, cladding, building services, installations, glazing, lifts (if any) and fire and security protection of the Primary School together with any replacement party that may be appointed enter into Collateral Warranties (requiring such entities to exercise reasonable skill care and diligence in the performance of their duties and to effect professional indemnity insurance cover and such other matters as may be agreed between the parties) the Owners making it a condition precedent of the appointment of the entities detailed in this paragraph 4.4.6 that they shall enter into Deeds of Novation of the Collateral Warranties with the Council (free of cost to the Council) prior to Final Handover

- 3.4.11 to provide the Council with the Primary School Guarantee prior to Occupation of the 1<sup>st</sup> Dwelling.
- 3.4.12 to give the Council not less than four weeks' notice of the date for commencement of construction of the Primary School.
- 3.4.13 to provide the Council's Representative with relevant contract and construction documentation, invite such representative to Monthly Site Meetings and allow the Council's Representative appropriate access to the Primary School Site during construction (having due regard to health and safety requirements) for the purpose of inspections and making comments to the Owners and/or the Owners' Representative. For the avoidance of doubt the Council's Representative (or any other servant contractor or agent of the Council given access to the Primary School Site) shall have no role or responsibility in relation to health and safety matters save in respect of his/her personal conduct to comply with all health and safety requirements pertaining.
- 3.4.14 Not to progress the design and construction of the Primary School throughout the RIBA Plan of Work without the prior written approval of the Council's Representative at each stage of the RIBA Plan of Work
- 3.4.15 to construct the Primary School in accordance with:-
  - (a) the approved Primary School Scheme;
  - (b) the relevant Primary School Consents; and
  - (c) Health and Safety Executive requirements;
  - (d) the Construction (Design and Management) Regulations then current in respect of which the Owners shall be "the Client",

the completion of which is to be evidenced by the issue of a Certificate of Practical Completion) AND such that Handover of the Primary School takes place for the start of the school year (Autumn term) following the period of 4 years from Occupation of the 1<sup>st</sup> Dwelling or prior to Occupation of the 350<sup>th</sup> Dwelling (whichever is the earlier) unless otherwise agreed in writing by the Council.

- 3.4.16 For the duration of the construction of the Primary School the Owners shall arrange, at their own cost, for the Council's Representative to have use of the site office accommodation with heating, toilet and lighting facilities necessary for the purposes of the Council's Representative's role in connection with the construction of the Primary School.
- 3.4.17 Unless otherwise agreed in writing with the Council to construct the Primary School (in accordance with the approved Primary School Scheme) and to provide the Primary School Handover Details to the Council for the start of the school

year (Autumn term) following the period of 4 years from the Occupation of the 1<sup>st</sup> Dwelling or prior to Occupation of the 350th Dwelling (whichever is the earlier).

3.4.18 to not cause or permit the Occupation:

- (a) of any more than the number of Dwellings identified pursuant to the approval of the Primary School Scheme; and
- (b) (in all other circumstances) of more than 349 Dwellings or such later trigger as may be agreed in writing by the Council until:
  - (i) construction of the Primary School has been completed (as evidenced by the issue of a Certificate of Practical Completion) and all Services provided; and
  - (ii) the Primary School Handover Details have been provided to the Council

3.4.19 to use reasonable endeavours to comply with **paragraph 3.4.22** within one month following the completion of the Primary School

#### Handover

3.4.20 Not cause or permit the Occupation of any more than 349 Dwellings or such later trigger as may be agreed in writing by the Council until:

- (i) construction of the Primary School has been completed (as evidenced by the issue of a Certificate of Practical Completion) and all Services provided; and
- (ii) the Primary School Handover Details have been provided to the Council

3.4.21 In the event that the Owners fail to issue the Certificate of Practical Completion for the Primary School by Occupation of the 350th Dwelling or within 4 years from Occupation of the first Dwelling (whichever is the earlier) or such other period as identified pursuant to **paragraph 3.4.13** of this Schedule then the Council may by written notice served on the Owners and from service of the said notice the Council shall be at liberty to enter the Primary School Site and commence or complete the construction of the Primary School and to charge and recover all evidenced expenses thereof against and from the Owners and the Primary School Guarantee.

3.4.22 to pay to the Council (or its nominee) the Primary School Loose Furniture and Equipment Contribution in accordance with the triggers set out in the approved Primary School Scheme or as otherwise agreed in writing with the Council.

3.4.23 to not cause or permit the Occupation of more than the number of Dwellings identified as the triggers in the approved Primary School Scheme or as otherwise agreed in writing with the Council until the relevant part of the Primary School Loose Furniture and Equipment Contribution has been paid to the Council.

3.4.24 (save where the Council has served notice under **paragraph 3.4.17**) to be responsible at their own expense and within a reasonable time limit specified by the Council for the rectification (at their own expense and within a reasonable time limit specified by the Council) of any defects arising in any part of the Primary School (but not caused as a result of damage after Handover) during the Defects Liability Period until the issue of a Certificate of Final Completion. In the event that the Owners fail to rectify all defects for the Primary School during the Defects Liability Period then the Council may by written notice served on the Owners appoint its own contractor to rectify all outstanding defects until the issue of a Certificate of Final Completion pursuant to **paragraph 3.4.23** of this



Schedule and to charge and recover all evidenced expenses thereof against and from the Primary School Guarantee.

- 3.4.25 the Owners and the Council and the Contractor shall enter into a Deed of Novation of the Building Contract in respect of the Primary School and the Owners shall procure the delivery to the Council of the Deed of Novation of the Building Contract executed by the Contractor and Owners with authority for the Council to complete the same no later than the date of Final Handover (unless otherwise agreed with the Council) AND for the avoidance of doubt the Council shall be under no obligation to accept Final Handover in the absence of the Deed of Novation of the Building Contract
- 3.4.26 the Owners and the Council and the relevant contractor/s shall enter into a Deed of Novation of the Collateral Warranty/s in respect of the Primary School and the Owners shall procure the delivery to the Council of the Deeds of Novation of the Collateral Warranties executed by the relevant contractors and the Owners with authority for the Council to complete the same no later than the date of Final Handover (unless otherwise agreed with the Council) AND for the avoidance of doubt the Council shall be under no obligation to accept Final Handover in the absence of the Deeds of Novation of the Collateral Warranties
- 3.4.23 Notwithstanding **paragraph 3.4.17** if Practical Completion pursuant to paragraph (a) of the Primary School Scheme is late and/or delayed (and if the Council notifies the Owners in writing that no other suitable alternative options are available to accommodate children at a primary school in Buckinghamshire such decision as to suitable alternative options for the purpose of this paragraph 4.4.23 to be at the Council's absolute discretion e ) the Owners shall:-
- 3.4.23.1 provide at their own cost temporary accommodation to a standard as specified in **paragraphs 3.4.23.2 and 3.4.24** at the Primary School as shall first have been approved by the Council
- 3.4.23.2 provide to the Council details of the plan for the provision of the temporary accommodation pursuant to **paragraph 3.4.23.1** not less than three months prior to Practical Completion unless the reason for the delay occurs near to or after such date (but prior to Practical Completion) whereupon the Owners shall use all reasonable endeavours to provide such details within 14 days of becoming aware of a delay to the construction of the Primary School.
- 3.4.23.3 such temporary accommodation and any and all associated costs and fees in relation to its provision shall be provided by the Owners at their cost until Final Handover or earlier if notified by the Council to the Owners in writing
- 3.4.24 Any temporary accommodation provided by the Owners must meet the Council's requirements in relation to but not limited to the following:
- (a) able to be provided and used safely;
  - (b) compliant with all planning laws, building regulation by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the use, occupation and operations of the Primary School;
  - (c) allow the Council to accommodate all pupils for whom appropriate and suitable accommodation is not available in the Primary School at Handover;
  - (d) the specification will meet Department for Education (DfE) Building Bulletin standards and the Council's requirements as shall be notified to the Owners in writing

- 3.4.25 If in the reasonable opinion of the Council the provision of temporary accommodation by the Owners in accordance with this **paragraph 3.4.25** and any additional or alternative ancillary services as may be required to enable that accommodation to be used for the provision of educational services including, if relevant, the cost of providing temporary facilities or accommodation and/or the costs of transportation to and from any facilities or accommodation so provided; or
- 3.4.26 Procure and/or provide at the Owners' expense alternative accommodation equivalent and in any event no less than the accommodation to be provided pursuant to **paragraph 3.4.24** to be within close proximity of the Primary School and in any event to be located not more than two miles from such alternative accommodation to be approved by the Council and provide such additional alternative ancillary services as may be required to enable that accommodation to be used for the provision of educational services

#### Final Handover

- 3.4.27 Subject to **paragraph 3.4.20** the Council shall take Final Handover of the Primary School upon receiving a Certificate of Final Completion issued by the Architect and upon:
- 3.4.27.1 the expiry of the Defects Liability Period;
  - 3.4.27.2 the Owners making good to the reasonable satisfaction of the Council (not to be unreasonably withheld or delayed) such works as may be required pursuant to **paragraph 3.4.20** of this Schedule;
  - 3.4.27.3 the Owners having delivered to the Council any additional matters in its possession necessary to be added to the health and safety file in relation to the Primary School in accordance with the Construction (Design and Management) Regulations;
  - 3.4.27.4 the Owners having delivered to the Council the items required by **paragraph 4.4** of this Schedule.
  - 3.4.27.5 the Owners having delivered to the Council the completed Deed of Novation of the Building Contract;
  - 3.4.27.6 the Owners having delivered to the Council the completed Deeds of Novation of the Collateral Warranties; and
  - 3.4.27.7 the Owners having delivered to the Council the details of the Services
- 3.4.28 The Owners shall be liable for all claims, demands and costs associated with the Primary School Site until the Final Handover of the Primary School Site
- 3.4.29 On transfer by the Owners of the Primary School Site to the Council (or its nominee) pursuant to **paragraph 3.4.1** above, the Council shall use all reasonable endeavours to (or as appropriate shall procure that its nominee shall) issue a licence to the Owners to include such terms and provisions as shall be necessary for the Contractor, the Contractor's sub-contractors and any of their agents and employees as shall be necessary to enter onto and occupy the Primary School Site for the purpose of constructing the Primary School in accordance with this Schedule 5 and the parties shall use all reasonable endeavours to agree the terms and sign such licence.

#### 4. **Post-Handover Snagging Procedure**



- 4.1 Upon the issue of the Certificate of Practical Completion and following Handover the Council's Representative and the Owner's Representative will notify the Council and the Primary School Guarantee will be reduced to 10% of the sum of the respective Bond(s).
- 4.2 Upon the issue of the Certificate of Practical Completion and following Handover the Council's Representative will report any issues regarding the quality of the construction to the Owner's Representative in accordance with the Post-Handover Defects Attendance Procedure and set out a List of Snagging Items that require attention/rectification and the period within which they should be rectified. The Council's Representative and the Owner's Representative will then jointly carry out a Snagging Inspection at the end of the period specified for rectification to satisfy themselves that the relevant works are complete. All notified issues and the List of Snagging Items will be reviewed at every Monthly Site Meeting and/or at any agreed "ad hoc" meetings to be attended by the Council's Representative and the Owners' Representative and actions and status recorded accordingly
- 4.3 The Owners will then take receipt of the List of Snagging Items and ensure that the Contractor carries out such works as are necessary to rectify the associated snagging items within the period specified. The Owners will ensure that the Contractor shall carry out such works in consultation with the Council's Representative and in such manner as to cause as little disruption as reasonably practicable to any ongoing commissioning and the Council's use and operations of the Primary School. Once these works have been completed the Owners will invite the Owner's Representative and the Council's Representative to carry out a further Snagging Inspection and for subsequent re inspections until all Snagging work is completed.
- 4.4 The Owners to ensure that the Owner's Representative and the Council's Representative are invited by the Contractor, giving three Working Days' notice, to re inspect the works as necessary pursuant to the Snagging Inspection. If the Snags identified in the Snagging Inspection have not been satisfactorily rectified then the Owner's Representative and Council's Representative will again be invited by the Contractor, giving a further three Working Days' notice, to again re inspect the works. This cycle of notification by the Contractor and inspection by the Owner's Representative and the Council's Representative will continue until such time that the Owner's Representative and the Council's Representative are satisfied that the Snags have been satisfactorily rectified.
- 4.5 In the event that the Snags identified in the Snagging Inspection have not been satisfactorily rectified to the Council's Representative's satisfaction within 21 days of the end of the period specified for rectification the Council may after giving seven days' notice to the Owners carry out the works through its own contractors and recover such costs from the Primary School Guarantee.
- 4.6 When and in accordance with **paragraph 4.4** of this Schedule the Owner's Representative and the Council's Representative are satisfied that the Snags have been satisfactorily rectified they will formally notify the Contractor and the Contractor may then, giving no fewer than three days' notice, offer the works up to the Owners whereupon the Owners will issue to the Contractor their final certificate pursuant to the Building Contract and subject to the requirements for Final Handover having been complied with Final Handover will then occur between the Owners and the Council in accordance with this Agreement subject to the information being handed over to the Council by the Owners identified in this paragraph 5 and **paragraph 3.4.23** of this Schedule
- 4.7 The Defects Liability Period shall last no longer than 12 months from the date the Certificate of Practical Completion has been issued in respect of the Primary School and Handover has taken place.
5. **Defect Notification and Attendance Procedure**
- 5.1 The Owner's Representative and the Council's Representative will for Snagging purposes within the scope of **paragraph 4.3** of this Schedule and arising during the Defects Liability Period adopt the following protocol:
- 5.1.1 The Council's Representative to inform the Owner's Representative and the Contractor by using the Defect Notification Form below by fax and/or email of

the nature of the defect, when it was noticed, its location within the Primary School and the category of urgency. In case of critical or urgent defects the Council's Representative will also notify the Contractor by telephone at the Emergency Call Out resource to be provided by the Contractor.

- 5.1.2 Defect Notification Forms will be numbered sequentially by the Council's Representative.
- 5.1.3 The categories of urgency are as follows:
- 5.1.3.1 critical e.g. operational issues such as power failure, security issues, water ingress/leak, major equipment failure, health and safety issues, heating failure, etc. Attendance on site to be within two hours and as required, areas isolated and/or made safe; issues to be rectified within eight hours;
  - 5.1.3.2 urgent e.g. non-operational issues but matters which would get worse if left for more than 24 hours such as items at low level within circulation and pupil areas, items within areas of heavy use. To be rectified within 24 hours; and
  - 5.1.3.3 non urgent e.g. items which will not be made worse by school use if left for up to five days such as items at high level, defects within non pupil areas, and defects within areas which can be safely condoned off. To be rectified within five Working Days.
- 5.1.4 The Owners are to procure that the Contractor advises the Council's Representative formally in writing within 24 hours when the defect is to be or has been attended to and to advise the Council's Representative and the Primary School (in accordance with details provided by the Council's Representative) who will remedy the defect and when it will be rectified by using a Defect Notification Form.
- 5.1.5 The Owners are to ensure that the Contractor attends the site, rectifies the defect within the prescribed periods detailed in **paragraph 5.1.3** above (as appropriate) and submits the Defect Notification Form to the Council's Representative describing details of the works undertaken.
- 5.1.6 Within five Working Days of receipt of the Defect Notification Form the Council's Representative will confirm to the Owner's Representative copied to the Contractor that the defect has been satisfactorily addressed or not. If not, the defects repair cycle will be repeated until the defect is satisfactorily resolved.
- 5.1.7 The Owner's Representative is to liaise with the Council's Representative to update and amend the operation and maintenance manuals if required.

| DEFECT NOTIFICATION FORM   |     |       |
|--|-----|-------|
| From:  | To: | Date: |
| Nature of Defect:  |     |       |
| Location of Defect:  |     |       |
| When noticed:  |     |       |
| Category of Urgency: Critical (2 hours)/Urgent (24 hours)/Non-Urgent (5 working days)* |     |       |

**\*Delete as applicable**

|   |     |       |
|---|-----|-------|
| From:                                       | To: | Date: |
| Name of Contractor attending:               |     |       |
| <b>Operative Names:</b>                     |     |       |
| Vehicle Make/Model/Registration Details:    |     |       |
| Date when attending to rectify:             |     |       |
| Estimated Time of Arrival/Duration on Site: |     |       |

|  |       |            |
|--|-------|------------|
| From:  | To:   | Date:      |
| Details of Rectification carried out:                    |       |            |
| Date completed:  |       |            |
| Completed by:  | Name: | Signature: |
| O&M Manual Updated: Yes/No* <b>*Delete as applicable</b> |       |            |
| Details of Update:                                       |       |            |
| School to confirm defect rectified satisfactorily        |       |            |
| Name:  | Date: |            |

## 6. Primary Education Contribution

The Owners shall not cause or permit to be Occupied more than 1,599 Dwellings until the Primary Education Contribution has been paid to the Council and the Owners shall pay to the Council the Primary Education Contribution prior to the Occupation of the 1,600th Dwelling.

## 7. Special Education Needs

7.1 The Owners hereby covenant with the Council to pay the SEN Contribution in three equal instalments as follows:

- 7.1.1 not to Occupy more than 85% of the Dwellings in Phase 1 until the first instalment of one third of the SEN Contribution has been paid to the Council and to pay the first instalment of one third of the SEN Contribution to the Council prior to the Occupation of more than 85% of the Dwellings in Phase 1;
- 7.1.2 not to Occupy more than 85% of the Dwellings in Phase 2 until the second instalment of one third of the SEN Contribution has been paid to the Council and

to pay the second instalment of one third of the SEN Contribution to the Council prior to the Occupation of more than 85% of the Dwellings in Phase 2; and

- 7.1.3 not to Occupy more than 85% of the Dwellings in Phase 3 until the third instalment of one third of the SEN Contribution has been paid to the Council and to pay the third instalment of one third of the SEN Contribution to the Council prior to the Occupation of more than 85% of the Dwellings in Phase 3.

## 8. Council's Covenants

The Council hereby covenants with the Owners:

- 8.1 that it will apply the Primary School Contribution (if paid) towards the provision of the Primary School on the Primary School Site and for no other purpose;
- 8.2 that it will apply the Primary School Loose Furniture and Equipment Contribution (if paid) towards the provision of loose furniture and equipment for the Primary School and for no other purpose;
- 8.3 that it will take the transfer of the Primary School Site pursuant to **paragraph 3.3.2.2** or **paragraph 3.4.9.2** of this Schedule;
- 8.4 that it will take the Final Handover of the Primary School pursuant to **paragraph 3.4.15** of this Schedule;
- 8.5 that it will comply with the Post-Handover Defects Procedure and the further arrangements relating to the rectification of the Snags pursuant to **paragraphs 4** and **5** of this Schedule;
- 8.6 that it will accept following the issue of the Certificate of Practical Completion and following Handover the reduction of the Primary School Guarantee to 10% of the sum of the respective Bond(s);
- 8.7 that it will apply the Primary Education Contribution towards the provision of necessary additional primary education places at the Primary School (over and above those provided for within the Primary School) or such other identified education project within the area of the Council or Milton Keynes Council (subject to the Community Infrastructure Levy Regulations 2010 (as amended)) as identified by the Council and notified to the Owners and for no other purpose;
- 8.8 that it will apply the Secondary School Alternative Site Contribution towards the provision of an alternative secondary school site within the administrative area of the Council or Milton Keynes Council (subject to the Community Infrastructure Levy Regulations 2010 (as amended)) as identified by the Council and notified to the Owners and for no other purpose;
- 8.9 that it will apply the Secondary Education Contributions towards the provision of the Secondary School or in the absence of the transfer of the Secondary School Site pursuant to **paragraph 2.4** of this Schedule such other identified education project within the administrative area of the Council or Milton Keynes Council (subject to the Community Infrastructure Levy Regulations 2010 (as amended)) as identified by the Council and notified to the Owners and for no other purpose;
- 8.10 the Council will serve the Secondary School Site Notice on the Owners pursuant to **paragraph 2.2** of this Schedule and the Council will include in the Secondary School Initial Notice notification that:
- 8.10.1 the Council requires the transfer of the Secondary School Site and whether the Secondary School Site Adjoining Land shall be included or included in any such transfer; or
- 8.10.2 the Council has decided to make provision for the secondary education of pupils by the provision of secondary education places off-site and that the Secondary School Site is not required on the Land.

- 8.11 the Council may serve the Secondary School Land Notice on the Owners pursuant to **paragraph 2.5** of the Schedule and the Council will include in the Secondary School Land Notice:
- 8.11.1 details evidencing the site(s) which the Council has acquired and the amount the Council paid for such site(s);
  - 8.11.2 details of the number of additional secondary school places the accommodation and/or facilities will provide;
  - 8.11.3 details of the proportion of such capacity that will be generated by the Development; and
  - 8.11.4 the amount of the Secondary School Alternative Site Contribution being the proportion of the site acquisition costs payable calculated using the information provided above.
- 8.12 that it will (if applicable) take the transfer of the Secondary School Site (together with the Secondary School Site Adjoining Land) pursuant to **paragraph 2.4** of this Schedule;
- 8.13 that it will provide the written notice pursuant to **paragraph 3.3.1** of this Schedule following the completion of the transfer of the Primary School Site;
- 8.14 that it will apply the SEN Contribution towards the expansion of Furze Down Special School or such other special education needs project that has been notified by the Council to the Owners and for no other purpose;
- 8.15 that it will apply each of the Education Contributions for the purposes specified in this Schedule in accordance with the following criteria:
- 8.15.1 necessary to make the Development acceptable in planning terms;
  - 8.15.2 directly related to the proposed Development; and
  - 8.15.3 fairly and reasonably related in scale and kind to the proposed Development.
- 8.16 That if any part of an Education Contribution remains Unspent for the purposes for which it was paid (identified respectively in **paragraphs 8.1 to 8.9** above) within ten years of receipt by the Council of the final instalment of that respective Education Contribution the Council shall reimburse the total of the Unspent sum to the person who made the payment along with any interest accrued thereon, by a transfer method of such person's choice.
- 8.17 Not to use the Primary School Site for any purpose other than primarily for primary stage education together with any use within the remit of a state funded school (as currently permitted or as permitted by any subsequent changes in legislation).
- 8.18 Not to use the Secondary School Site (if transferred to the Council) for any purpose other than primarily for secondary stage education together with any use in the remit of a state funded school (as currently permitted or as permitted by any subsequent changes in legislation).
- 8.19 In the event that the Owners serve a Primary School Notice on the Council which confirms that the Primary School is to be provided by the Council, to use reasonable endeavours to provide the Primary School in readiness for the start of the first school year (Autumn term) following the period of 4 years from Occupation of the 1<sup>st</sup> Dwelling or prior to the Occupation of the 350th Dwelling (whichever is the earlier) unless otherwise agreed in writing by the Council.
- 8.20 In the event that the Owners serve a Primary School Notice on the Council which confirms that the Primary School is to be provided by the Council, to let the contract for the Primary School in good faith and with reasonable speed having regard to the timings for the service

of notices pursuant to **paragraph 2.1** of this Schedule and the timings for the delivery of the Primary School set out in **paragraph 8.20** of this Schedule.

- 8.21 To use all reasonable endeavours to agree the terms of any transfers to be made pursuant to this Schedule as soon as reasonably practicable and not to unreasonably withhold or delay their consent to the terms of such transfers or the completion thereof.
- 8.22 If at any time the Council determines that it no longer requires the Primary School Site or the Secondary School Site for the purposes specified in this Agreement, it shall give immediate notice in writing to the Owners of the same and:
- 8.22.1 if the Primary School Site or the Secondary School Site (as appropriate) which is the subject of said notice has already been transferred to the Council, the Council shall (at the written request of the Owners) transfer it back to the Owners (or their nominee) for the same consideration and subject to the same terms (except without any restrictions as to the use of the land) as when it was transferred to the Council; and
- 8.22.2 if the Primary School Site or the Secondary School Site (as appropriate) has not been transferred to the Council the obligations and restrictions relating to such transfer in the Agreement shall no longer apply.
- 8.23 Following the receipt of a transfer of land from the Owners pursuant to this Agreement the Council shall keep such land in a clean and tidy and safe and secure condition until it is developed by the Council.
- 8.24 In the event that the Primary School Site has been transferred to the Council and has not been used for a Primary School within five years following the date of transfer, the Council shall (at the written request of the Owners and the Option Holders) transfer it back to the Owners (or their nominee) for the same consideration and subject to the same terms (except without any restrictions as to the use of the land) as when it was transferred to the Council.
- 8.25 In the event that the Secondary School Site has been transferred to the Council and has not been used for a Secondary School within five years following the date of transfer, the Council shall (at the written request of the Owners) transfer it back to the Owners (or their nominee) for the same consideration and subject to the same terms (except without any restrictions as to the use of the land) as when it was transferred to the Council.
- 8.26 If the Council serves a Secondary School Site Notice on the Owners pursuant to **paragraph 8.10** of this Schedule confirming that the Council requires the transfer of the Secondary School Site it shall use reasonable endeavours to agree the detailed plan of the Secondary School Site.

## SCHEDULE 9

### The Health Care Obligations

The Owners hereby covenant with the Council as follows:

#### Part 1

1. Following the Commencement of Development but prior to the Occupation of the 50th Dwelling the Council may serve on the Owners the Health Centre Land Notice.
2. The Council covenants with the Owners that the Council will serve the Health Centre Land Notice on the Owners following the Commencement of Development notifying the Owners that the Council and the Health Commissioning Body either:
  - 2.1 require a Health Centre to be provided upon the Principal Health Centre Land; or
  - 2.2 require a Health Centre to be provided upon the Alternative Health Centre Land; or
  - 2.3 a Health Centre is not required to be provided on the Land,provided always and for the avoidance of any doubt that the period of time stipulated for service of the said notice may be reasonably extended with the written consent of the owners and the Council may only serve a Health Centre Land Notice once and that the Owners will have no duty to hold or reserve either the Principal Health Centre Land or the Alternative Health Centre Land on receipt of notification that the said facility is no longer required as part of the Development.
3. If the Health Centre Land Notice served by the Council on the Owners confirms pursuant to **paragraph 2.1** that the Council and the Health Commissioning Body require a Health Centre to be provided on the Principal Health Centre Land the Owners hereby covenant with the Council as follows:
  - 3.1 to submit a Principal Health Centre Land Scheme to the Council for its written approval within three months of receiving the Health Centre Land Notice set out in **paragraph 2** above;
  - 3.2 in the event that the Council fails within 28 working days of submission of the Principal Health Centre Land Scheme in accordance with **paragraph 3.1** either:
    - 3.2.1 to approve the Principal Health Centre Land Scheme; or
    - 3.2.2 (acting reasonably) to provide written notification to the Owners of the amendments thereto that may be required before the Council shall approve the Principal Health Centre Land Scheme,the Principal Health Centre Land Scheme shall be deemed to have been approved.
  - 3.3 To market the Principal Health Centre Land in accordance with the approved (or deemed approved) Principal Health Centre Land Scheme prior to Occupation of the 100th Dwelling for a period of 12 months (or such shorter time as agreed in writing with the Council) and to provide written evidence of the marketing exercise to the Council on a bi-annual basis.
  - 3.4 To provide the Principal Health Centre Land in its approved (or deemed approved) location as a Serviced Site within six months following the date of entry into a contract to transfer the Principal Health Centre Land to a health service provider.
  - 3.5 If having implemented the Principal Health Centre Land Marketing Strategy for a period of 12 months (or such shorter time as may be agreed in writing by the Council) (the **"Principal Health Centre Land Marketing Period"**) either:



- 3.5.1 no health service provider has expressed an interest in the Principal Health Centre Land; or
- 3.5.2 a health service provider has expressed an interest in the Principal Health Centre Land but having used reasonable endeavours to do so the Owners have been unable to enter into a transfer or lease of the Principal Health Centre Land to that health service provider at a market value for such uses within the Principal Health Centre Land Marketing Period or within six months of the date of the final expression of interest made by a health service provider during the Principal Health Centre Land Marketing Period (if later),

then the obligations in this Schedule to promote and secure the Principal Health Centre Land Scheme shall cease to apply and the Owners shall pay the Healthcare Contribution to the Council within 28 working days of the events identified in paragraphs 2.5.1 and 2.5.2 of this Schedule

- 4. If the Health Centre Land Notice served by the Council on the Owners confirms pursuant to **paragraph 2.2** that the Council and the Health Commissioning Body require a Health Centre to be provided on the Alternative Health Centre Land the Owners hereby covenant with the Council as follows:

- 4.1 to submit an Alternative Health Centre Land Scheme to the Council for its written approval within three months of receiving the Health Centre Land Notice set out in **paragraph 2** above;

- 4.2 in the event that the Council fails within 28 working days of submission of the Alternative Health Centre Land Scheme in accordance with **paragraph 4.1** either:

- 4.2.1 to approve the Alternative Health Centre Land Scheme; or
- 4.2.2 (acting reasonably) to provide written notification to the Owners of the amendments thereto that may be required before the Council shall approve the Alternative Health Centre Land Scheme,

the Alternative Health Centre Land Scheme shall be deemed to have been approved.

- 4.3 To provide the Alternative Health Centre Land in its approved (or deemed approved) location as a Serviced Site within six months following approval (or deemed approval) of the Alternative Health Centre Land Scheme or (if later) prior to the Occupation of more than 149 Dwellings.

- 4.4 If having implemented the Alternative Health Centre Land Marketing Strategy for a period of 12 months (or such shorter time as may be agreed in writing by the Council) (the **"Alternative Health Centre Land Marketing Period"**) either:

- 4.4.1 no health service provider has expressed an interest in the Alternative Health Centre Land; or
- 4.4.2 a health service provider has expressed an interest in the Alternative Health Centre Land but having used reasonable endeavours to do so the Owners have been unable to enter into a transfer or lease of the Alternative Health Centre Land to that health service provider at a market value for such uses within the Alternative Health Centre Land Marketing Period or within six months of the date of the final expression of interest made by a health service provider during the Alternative Health Centre Land Marketing Period (if later),

then the obligations in this Schedule to promote and secure the Alternative Health Centre Land Scheme shall cease to apply and the Owners shall pay the Healthcare Contribution to the Council within 28 working days of the events identified in paragraphs 3.4.1 and 3.4.2 of this Schedule.

5. If the Health Centre Land Notice served by the Council on the Owners confirms pursuant to **paragraph 2.3** that a Health Centre is not be required on the Land the obligations in this Schedule shall cease to apply and the Owners shall pay the Healthcare Contribution to the Council within a further 28 working days.

## **Part 2**

### **Hospital Facilities**

1. The Owners shall pay the Hospital Contribution in three equal instalments to the Council prior the Occupation of the 450<sup>th</sup>, 900<sup>th</sup> and 1,350<sup>th</sup> Dwelling.
2. The Owners shall not Occupy or cause or permit to be Occupied and/or used more than 449 Dwellings until the first instalment of the Hospital Contribution (namely £663,352.34) has been paid to the Council.
3. The Owners shall not Occupy or cause or permit to be Occupied and/or used more than 899 Dwellings until the second instalment of the Hospital Contribution (namely £663,352.34) has been paid to the Council.
4. The Owners shall not Occupy or cause or permit to be Occupied and/or used more than 1349 Dwellings until the third instalment of the Hospital Contribution (namely £663,352.34) has been paid to the Council.
5. MKC may at any time between the Occupation of the 400th and 1,500th Dwelling serve the Hospital Notice on the Council calling for payment to MKC of the Hospital Contribution (or any part thereof).
6. The Council covenants with the Owners as follows:

On receipt by the Council of a valid Hospital Notice pursuant to the terms of paragraph 5 of this Part 2 of this Schedule, the Council shall pay to MKC each instalment of the Hospital Contribution (or any part thereof as identified in the Hospital Notice) within 6 months of receipt of the relevant contribution but subject always to MKC entering into an indemnity agreement with the Council guaranteeing that MKC will spend the Hospital Contribution in accordance with this agreement and will re-pay the contribution (or any part thereof) if not spent and/or lawfully used.

## **SCHEDULE 10**

### **The Community Building**

#### The Temporary Community Building

The Council covenants with the Owners as follows:

1. That should the Council require a Temporary Community Building, the Council will serve the Temporary Community Building Notice on the Owners following the Commencement of Development but prior to the Occupation of the 100th Dwelling.

The Owners covenant with the Council as follows:

2. If the Council serves a Temporary Community Building Notice on the Owners pursuant to **paragraph 1** of this Schedule:
  - 2.1.1 to submit (and re-submit until the same is approved by the Council) a Temporary Community Building Scheme to the Council for its written approval within three months of receiving the Temporary Community Building Notice set out in **paragraph 1** above;
  - 2.1.2 to provide the Temporary Community Building in accordance with the Temporary Community Building Scheme approved in writing by the Council prior to the Occupation of the 150<sup>th</sup> Dwelling or if later within six months of receiving approval to the Temporary Community Building Scheme and all necessary consents for the delivery and use thereof; and
- 2.2 from its provision to retain the Temporary Community Building on the Land and ensure that it continues to remain available as a community building until such time as the Community Building has been provided and is open and available for use as a community building.

#### The Permanent Community Building

The Owners covenant with the Council as follows:

3. To submit (and re-submit until the same is approved by the Council) details of the proposed location of the Community Building Land showing the main point(s) of access and egress thereto/therefrom to the Council for its written approval prior to the Occupation of the 450<sup>th</sup> Dwelling.
4. To submit (and re-submit until the same is approved by the Council) a Community Building Scheme to the Council for its written approval prior to the Occupation of the 600<sup>th</sup> Dwelling ("the Approved Community Building Scheme").
5. That three months prior to the Occupation and use of the Community Building in accordance with the Approved Community Building Scheme to apply to the Council in writing requesting the provision of a certificate of completion and at the same time to pay to the Council the sum of £1,500 in respect of the Council's costs of inspecting/re-inspecting the Community Building until it has been formally certified as being acceptable.
6. Not to Occupy or permit the Occupation or use of the Community Building unless or until the Council has issued the certificate of completion pursuant to clause 5 above.
7. To provide the Community Building in accordance with the Approved Community Building Scheme prior to the Occupation of more than 899 Dwellings and not to Occupy or cause or

permit or suffer the Occupation and/or use of more than 899 Dwellings until the Community Building has been provided in accordance with the Approved Community Building Scheme to the Council's satisfaction by obtaining the issue of a certificate of completion from the Council.

8. As soon as a certificate of completion has been issued for the Community Building to make the Community Building available for use by the public in accordance with and to the extent set out in the Approved Community Building Scheme.
9. After the issue of the certificate of completion
  - 9.1.1 not to allow the Community Building to be used other than in accordance with the purposes set out in the Community Building Scheme unless otherwise agreed in writing with the Council; and
  - 9.1.2 to maintain the Community Building or procure the maintenance of the Community Building by a Management Body (or Bodies) to whom the Community Building Land is transferred.
  - 9.1.3 that the Community Building shall not be used for any other purpose than that of a community hall for community activities unless otherwise agreed in writing with the Council.
  - 9.1.4 to liaise with the Council to agree, provide and install the equipment and furniture necessary to operate the building as a community hall for community activities.

The Council covenants with the Owners as follows:

10. To inspect the Community Building within 28 working days of receipt of the payment required pursuant to **paragraph 5** above.
11. On receipt of the written request referred to in **paragraph 5** the Council shall carry out an inspection of the Community Building and if after inspection of the Community Building the Council considers that the Community Building has been satisfactorily provided in accordance with the Community Building Scheme the Council shall issue a certificate of completion within 28 Working Days of carrying out the inspection.
12. If after inspection of the Community Building the Council considers that the Community Building has not been provided satisfactorily in accordance with the Approved Community Building Scheme the Council shall notify the Owners of the outcome of the inspection within 28 Working Days of carrying out the inspection and the Owners shall at their own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council to bring the Community Building up to the standard required by the Approved Community Building Scheme and the procedures referred to in **paragraphs 6, 7 and 8** of this Schedule shall be repeated as often as necessary until a certificate of completion is issued.

## SCHEDULE 11

### The Employment Land and Local Centre Obligations

The Owners hereby covenant with the Council as follows:

#### Employment Land

1. Prior to the Occupation of the 300<sup>th</sup> Dwelling to submit (and re-submit until the same is approved by the Council) an Employment Land Marketing Strategy to the Council for approval ("the Approved Employment Land and Marketing Strategy").
2. To implement the Approved Employment Land Marketing Strategy within one month of its approval or (if later) from the Occupation of the 300<sup>th</sup> Dwelling.
3. To provide and make available for sale or lease the Employment Land (to include connection to mains services including gas, water, electricity, sewerage, telecommunications and sufficient vehicular and pedestrian access over the Land to serve the Employment Land) prior to the Occupation of the 600<sup>th</sup> Dwelling.
4. Not to Occupy or cause or permit or suffer the Occupation and/or use of more than 599 Dwellings until the Employment Land has been so provided and made available.
5. To provide bi-annual updates of the Approved Employment Land Marketing Strategy to the Council by the provision of a written report detailing the responses to the marketing exercise and to make any reasonable adjustments to the Approved Employment Land Marketing Strategy that are identified in writing by the Council in its review of the submitted written report.
6. If having implemented the Approved Employment Land Marketing Strategy for a period of 24 months from the date of its approval (or such shorter time as may be agreed in writing by the Council) (the "**Employment Land Marketing Period**") and either:
  - 6.1.1 no commercial operator/developer has expressed an interest in the Employment Land; or
  - 6.1.2 a commercial operator/developer has expressed an interest in the Employment Land but having used reasonable endeavours to do so the Owners have been unable to enter into a transfer or lease of the Employment Land to that commercial operator/developer at a market value for such commercial uses within the Employment Land Marketing Period or within six months of the date of the final expression of interest made by a commercial operator/developer during the Employment Land Marketing Period (if later),

then the obligations in **paragraphs 1 to 6** of this Schedule shall cease to apply.

#### Local Centre

7. Prior to the Occupation of the 300<sup>th</sup> Dwelling to submit (and re-submit until the same is approved by the Council) a Local Centre Marketing Strategy to the Council for approval ("the Approved Local Centre Marketing Strategy").
8. To implement the Approved Local Centre Marketing Strategy within one month of its approval or (if later) from the Occupation of the 300<sup>th</sup> Dwelling.
9. To provide and make available for sale or lease (to include connection to mains services including gas, water, electricity, sewerage, telecommunications and sufficient vehicular and pedestrian access over the Land to serve the Local Centre) the parts of the Local Centre to

be used for commercial uses (other than the Principal Health Centre Land) (with sufficient vehicular and pedestrian access over the Land to serve those parts of the Local Centre) prior to the Occupation of the 600<sup>th</sup> Dwelling.

10. Not to Occupy or cause permit or suffer the Occupation and/or use of more than 599 Dwellings until that part of the Local Centre referred to above has been so provided and made available.
11. To provide bi-annual updates of the Approved Local Centre Marketing Strategy to the Council by the provision of a written report detailing the responses to the marketing exercise and to make any reasonable adjustments to the Approved Local Centre Marketing Strategy that are identified in writing by the Council in its review of the submitted written report.
12. If having implemented the Approved Local Centre Marketing Strategy for a period of 24 months from the date of its approval (or such shorter time as may be agreed in writing by the Council) (the **"Local Centre Marketing Period"**) and either:
  - 12.1.1 no commercial operator/developer has expressed an interest in the Local Centre; or
  - 12.1.2 a commercial operator/developer has expressed an interest in the Local Centre but having used reasonable endeavours to do so the Owners have been unable to enter into a transfer or lease of the Local Centre to that commercial operator/developer at a market value for such commercial uses within the Local Centre Marketing Period or within six months of the date of the final expression of interest made by a commercial operator/developer during the Local Centre Marketing Period (if later),

then the obligations in **paragraphs 7 to 12** of this Schedule shall cease to apply.

## **SCHEDULE 12**

### **Highway Works**

The Owners hereby covenant with the Council as follows:

**1. TRAVEL PLAN CONTRIBUTIONS**

- 1.1 prior to the Occupation of any of the Dwellings to pay to the Council the Residential Travel Plan Monitoring Fee
- 1.2 not to occupy and /or use any Dwelling until the Residential Travel Plan Monitoring Fee has been paid to the Council
- 1.3 prior to the Occupation of any of the Commercial Units to pay to the Council the Commercial Travel Plan Monitoring Fee
- 1.4 not to Occupy and/or use any Commercial Unit until the Commercial Travel Plan Monitoring Fee has been paid to the Council

**2. TRAVEL PLAN CO-ORDINATOR**

- 2.1 not to Occupy and/or use any Dwelling or any Commercial Unit until a Travel Plan Co-ordinator has been appointed by the Owner and details of the said appointment have been provided to the Council and thereafter the Owners shall notify the Council of any changes to the said appointment
- 2.2 following the first appointment of a Travel Plan Co-ordinator to continue the appointment of such role until otherwise agreed with the Council but always for a period of not less than 5 years from the date of the first appointment

**3. RESIDENTIAL TRAVEL PLAN**

- 3.1 prior to Commencement of Construction to submit (and re-submit until such time as it is approved by the Council) the Residential Travel Plan to the Council for approval
- 3.2 not to Commence Construction until the Residential Travel Plan has been submitted to the Council
- 3.3 not to Occupy and/or use any Dwelling until the Residential Travel Plan has been approved in writing by the Council ("the Approved Residential Travel Plan")
- 3.4 to implement the Approved Residential Travel Plan and thereafter continue to implement the Residential Travel Plan unless and until its targets have been reached as agreed in writing with the Council but always for a period of not less than five years from the date identified pursuant to paragraph 5 of this Schedule
- 3.5 to monitor and review the Residential Travel Plan on an annual basis from the Occupation of the 150th Dwelling until otherwise agreed with the Council but always for a period of not less than 5 years from Occupation of the final Phase of the Development.
- 3.6 to submit a Travel Plan Annual Performance Report in respect of the Approved Residential Travel Plan to the Council for approval not later than 12 months and two weeks after the first Occupation of the 150th Dwelling and then annually thereafter (until a reasonable date for cessation of the Residential Travel Plan is agreed in writing with the Council)

- 3.7 to review the Travel Plan Annual Performance Report in respect of the Approved Residential Travel Plan with the Council and if the Council is of the view that the Travel Plan Annual Performance Report does not or will not achieve the objectives of the Approved Residential Travel Plan it shall notify the Owners to that effect setting out its reasons for holding such opinion and the Owners shall thereafter as soon as reasonably practicable identify reasonable measures for the approval of the Council to remedy its concerns
- 3.8 on receipt of written notice from the Council pursuant to **paragraph 3.7** above the Owners shall submit a revised Travel Plan Annual Performance Report in respect of the Approved Residential Travel Plan to the Council for approval and such further revisions (as appropriate) until such time as the Travel Plan Annual Performance Report in respect of the Approved Residential Travel Plan is approved in writing by the Council
- 3.9 as soon as reasonably practicable following the Council's written approval of the Travel Plan Annual Performance Report in respect of the Approved Residential Travel Plan to implement the measures contained therein
- 3.10 following receipt of a Travel Plan Notice in respect of the Approved Residential Travel Plan to meet with the Council within 30 Working Days of receipt of the relevant Travel Plan Notice (or such other period as may be agreed in writing) to agree reasonable measures to remedy any failures in respect of the implementation and operation of the Approved Residential Travel Plan as identified in the Travel Plan Notice where these have been identified as being within the control of the Owners and to remedy or as is reasonably practicable to review the targets of the Approved Residential Travel Plan in light of matters outside the control of the Owners
- 3.11 as soon as reasonably practicable to implement such agreed measures to remedy failures identified in a Travel Plan Notice as may be agreed with the Council pursuant to **paragraph 3.10** above or as is practicable review the targets of the Residential Travel Plan in light of matters outside the control of the Owners (as may be agreed with the Council pursuant to **paragraph 3.10** above)

#### 4. **RESIDENTIAL TRAVEL PLAN FURTHER MONITORING FEE**

- 4.1 Subject to **paragraph 3.10** in the event that measures to remedy such failures are ineffective to pay to the Council the Travel Plan Further Monitoring Fee on each anniversary of the date of the submission of the Travel Plan Notice pursuant to **paragraph 3.10** of this Schedule until Completion of the last Dwelling to be provided on the Development has occurred (or for such alternative period as agreed in writing with the Council but subject to a longstop period of 10 years)

#### 5. **COMMERCIAL TRAVEL PLAN**

- 5.1 prior to Commencement of Construction in any Phase comprising the Local Centre or the Employment Land to submit (and re-submit until such time as it is approved by the Council) the Commercial Travel Plan to the Council for approval
- 5.2 not to Commence Construction until the Commercial Travel Plan has been submitted to the Council for approval
- 5.3 not to Occupy and/or use any Commercial Unit unless and until a Commercial Travel Plan has been submitted to and approved in writing by the Council which relates to that Commercial Unit (for the avoidance of doubt at the Owners' discretion, a Commercial Travel Plan may relate to more than one Commercial Unit)("the Approved Commercial Travel Plan")
- 5.4 from the Occupation of any Commercial Unit in respect of that Commercial Unit:
- 5.5 to implement the relevant Approved Commercial Travel Plan in so far as it relates to that Commercial Unit and thereafter continue to implement that travel plan in respect of that



Commercial Unit unless and until its targets have been reached as agreed in writing with the Council but always for a period of not less than 5 years from the Occupation of all of the Commercial Units (unless otherwise agreed in writing with the Council)

- 5.6 to monitor and review that Commercial Travel Plan on an annual basis from the Occupation of all of the Commercial Unit (unless otherwise agreed in writing with the Council) which is the subject of that Commercial Travel Plan until otherwise agreed with the Council but always for a period of not less than 5 years and to submit a Travel Plan Annual Performance Report in respect of that Travel Plan for the approval of the Council not later than 12 months and two weeks after the first Occupation of the first Commercial Unit which is subject to that Travel Plan and then annually thereafter (until the reasonable date for cessation of that Commercial Travel Plan is agreed in writing with the Council )
- 5.7 to review the Travel Plan Annual Performance Report in respect of that Approved Commercial Travel Plan with the Council and if the Council is of the view that the Travel Plan Annual Performance Report does not or will not achieve the objectives of that Approved Commercial Travel Plan it shall notify the Owners to that effect setting out its reasons for holding such opinion and Owners shall as soon as reasonably practicable identify reasonable measures for the approval of the Council to remedy its concerns
- 5.8 on receipt of written notice from the Council pursuant to **paragraph 5.7** above the Owners shall submit a revised Travel Plan Annual Performance Report in respect of that Approved Commercial Travel Plan to the Council for approval and such further revisions (as appropriate) until such time as the Travel Plan Annual Performance Report in respect of that Approved Commercial Travel Plan is approved in writing by the Council
- 5.9 as soon as reasonably practicable following the Council's written approval of the Travel Plan Annual Performance Report in respect of that Approved Commercial Travel Plan to implement the measures contained therein
- 5.10 following receipt of a Travel Plan Notice in respect of that Approved Commercial Travel Plan to meet with the Council within 30 Working Days of receipt of the relevant Travel Plan Notice (or such other period as may be agreed in writing) agree reasonable measures to remedy any failures in respect of the implementation and operation of that Approved Commercial Travel Plan identified in the Travel Plan Notice and where these have been identified as being within the control of the Owners to remedy or as is reasonably practicable to review the targets of that Approved Commercial Travel Plan in light of matters outside the control of the Owners
- 5.11 as soon as reasonably practicable to implement such measures to remedy failures identified in a Travel Plan Notice as agreed with the Council pursuant to **paragraph 5.10** above or as is practicable review the targets of that Approved Commercial Travel Plan in light of matters outside the control of the Owners (as may be agreed with the Council pursuant to **paragraph 5.10** above)

## 6. **COMMERCIAL TRAVEL PLAN FURTHER MONITORING FEE**

- 6.1 subject to **paragraph 5.10** in the event that measures to remedy such failures are ineffective the Owners covenant with the Council to pay to the Council the Commercial Travel Plan Further Monitoring Fee on each anniversary of the date of the submission of the Travel Plan Notice pursuant to **paragraph 5.10** of this Schedule until Completion of the last Commercial Unit to be provided on the Development has occurred (or for such alternative period as agreed in writing with the Council and subject to a longstop period of 10 years)

## 7. **GRID ROAD SECTION 38 AGREEMENT**

- 7.1 following the Commencement of the Development the Owners shall enter into a Section 38 Agreement with the Council to secure the public adoption of the Grid Road and Grid Road Land
- 7.2 not to Occupy and/or use more than 650 Dwellings unless or until the Owners have entered into a Section 38 Agreement to secure the public adoption of the Grid Road and Grid Road Land
- 7.3 to provide the Grid Road on the Grid Road Land in accordance with the relevant Phase Implementation Plan and the terms of the completed Section 38 Agreement PROVIDED ALWAYS that the Grid Road shall be designed to 'future proof' the expansion of the adopted highway to facilitate the potential future dualling of the Grid Road with minimal abortive works

## 8. **NOTIFICATION**

- 8.1 to give the Council not less than ten 10 working days prior written notice of the Commencement of Construction of the 1,701th Dwelling
- 8.2 not to Commence Construction of more than 1,700 Dwellings unless or until they have given the notice pursuant to **paragraph 8.1** above to the Council
- 8.3 not to Occupy and/or cause or permit the Occupation of more than 1,700 Dwellings unless or until they have given the notice pursuant to **paragraph 8.1** above to the Council
- 8.4 time shall not be of the essence in relation to this Notification clause and in the event that the Owners fail to serve the notice required pursuant to **paragraph 8.1** above the Council shall still be permitted to serve a Grid Road Link Reservation Notice upon the Owners at any time after Commencement of Construction of the 1700th Dwelling and shall not be bound by the restrictions contained in clauses 10.2 and 10.7 below (namely the restrictions on service of notice after Occupation of more than 1,799 Dwellings)

## 9. **GRID ROAD LINK RESERVATION NOTICE**

- 9.1 Subject to **paragraph 8** above:
- 9.2 following Commencement of Development and until the date of service of the Grid Road Link Reservation Notice or prior to the Occupation of the 1,799 Dwelling (whichever is the earlier event) not to develop the Grid Road Link Reservation Land other than for the purposes of the Grid Road including On-Site Infrastructure and landscaping PROVIDED THAT this paragraph shall not prohibit or restrict the ability of the Owners to use the Grid Road Link Reservation Land for the storage of plant or materials during and in connection with the construction of the Development and for the avoidance of any doubt the Grid Road Link Reservation Land may include provision of a vehicular access to the Secondary School Site but may not include a vehicular drop-off /pick up area to serve the Secondary School
- 9.3 Following the Commencement of Development and prior to the Occupation of no more than 1,799 Dwellings the Council may serve the Grid Road Link Reservation Notice on the Owners and the notice will include the following information:
  - 9.3.1 there is a policy provision for the Grid Road Link in either an adopted local plan or Council transport strategy; and
  - 9.3.2 the Council has produced an outline scheme for the provision of the Grid Road Link to determine the extent of the Grid Road Reservation Land required to be transferred to the Council; or
  - 9.3.3 the Council has decided that it does not require the Grid Road Reservation Land to be transferred to the Council

9.4 if the Council serves a Grid Road Link Reservation Notice on the Owners pursuant to **paragraph 9.3** of this Schedule confirming pursuant to **paragraphs 9.3.1 and 9.3.2** that the Grid Road Link Reservation Land (or such part or parts thereof as relate to or may be required for the provision of the Grid Road Link) should be transferred to the Council then the Owners shall not cause or permit the Occupation of more than 1,850 Dwellings until they have either:

9.4.1 transferred the Unencumbered freehold of the Grid Road Link Reservation Land (or such part or parts thereof as relate to or may be required for the provision of the Grid Road Link and as are identified in the Grid Road Link Reservation Notice) at open market value for agricultural land to the Council with Title Absolute to the Council; or

9.4.2 delivered to the Council an executed transfer of the Grid Road Link Reservation Land (or such part or parts thereof as relate to or may be required for the provision of the Grid Road Link and as are identified in the Grid Road Link Reservation Notice) with irrevocable authority for the Council to execute and complete the same

AND FOR THE AVOIDANCE OF DOUBT the Owners agree to pay the Council's reasonable and proper legal costs incurred in preparing and completing the transfer of the Grid Road Link Reservation Land (or relevant part thereof) plus the Land Registry fee for registering the Grid Road Link Reservation Land (or relevant part thereof)

9.5 if the Council serves a Grid Road Link Reservation Notice on the Owners pursuant to **paragraph 9.3** of this Schedule confirming pursuant to **paragraph 9.3.3** that it does not require the Grid Road Link Reservation Land to be transferred to the Council, or if the Council does not serve a Grid Road Link Reservation Notice on the Owners following the Occupation of more than 1,799 Dwellings then **paragraph 9** of this Schedule shall cease to apply and shall no longer be enforceable by the Council and, in particular, for the avoidance of doubt the Grid Road Link Reservation Land shall no longer be subject to the restriction set out in **paragraph 9.1** but FOR THE AVOIDANCE OF DOUBT the obligation relating to the Grid Road S38 Agreement shall still apply

#### 10. **A421 CORRIDOR IMPROVEMENTS DESIGN CONTRIBUTION**

10.1 to pay the A421 Corridor Improvements Design Contribution to the Council prior to the Occupation of the 300<sup>th</sup> Dwelling

10.2 not to Occupy or cause or permit to be Occupied and/or used more than 299 Dwellings until the A421 Corridor Improvements Design Contribution has been paid to the Council

#### 11. **A421 CORRIDOR IMPROVEMENT NOTICE**

11.1 to give the Council not less than ten 10 working days prior written notice of the Commencement of Construction of the 600<sup>th</sup> Dwelling

11.2 not to Commence Construction of more than 599 Dwellings unless or until they have given the notice pursuant to **paragraph 11.1** above to the Council

11.3 not to Occupy or cause or permit to be Occupied and/or used more than 599 Dwellings unless or until they have given the notice pursuant to **paragraph 11.1** above to the Council

11.4 time shall not be of the essence in relation to this Notification clause and in the event that the Owners fail to serve the notice required pursuant to **paragraph 11.1** above the Council shall still be permitted to serve an A421 Corridor Improvement Notice upon the Owners at any time after Commencement of Construction of the 600<sup>th</sup> Dwelling and shall not be bound by the restrictions contained in **paragraphs 11.5 and 11.7** below (namely the restrictions on service of notice after Occupation of more than 1,799 Dwellings)

- 11.5 following the Occupation of more than 650 Dwellings and prior to the Occupation of no more than 1,799 Dwellings the Council may serve the A421 Corridor Improvements Notice on the Owners
- 11.6 if the Council serves an A421 Corridor Improvements Notice on the Owners pursuant to **paragraph 11.5** of this Schedule then:
- 11.6.1 the Owners shall pay the A421 Corridor Improvements Contribution within 2 months of receipt of such notice; and
- 11.6.2 the Owners shall not Occupy or cause or permit to be Occupied and/or used more than 1,799 Dwellings until the A421 Corridor Improvements Contribution has been paid to the Council
- 11.7 if the Council serves the A421 Corridor Improvements Notice on the Owners pursuant to **paragraph 11.5** of this Schedule that the A421 Corridor Improvements Contribution is not required in connection with the Development, or if the Council does not serve an A421 Corridor Improvements Notice on the Owners prior to the Occupation of no more than 1,799 Dwellings then **paragraphs 11.6 to 11.7** of this Schedule shall cease to apply and shall no longer be enforceable by the Council
12. **WEASEL LANE**
- 12.1 Following Commencement of Development but prior to the Occupation of the 600<sup>th</sup> Dwelling the Owners shall enter into a Section 278 Agreement and/or Section 38 Agreement with the Council for the Weasel Lane On-Site Improvements
- 12.2 Not to Occupy or cause or permit to be Occupied and/or used more than 599 Dwellings until the Owners have entered into a Section 278 Agreement and /or a Section 38 Agreement with the Council for the Weasel Lane On-Site Improvements
- 12.3 to implement the Weasel Lane On-site Improvements in accordance with the relevant Phase Implementation Programme and the Approved Reserved Matters application for the relevant Phase
- 12.4 to not to Occupy or cause or permit to be Occupied and/or used more than 599 Dwellings until/unless the Weasel Lane On-Site Improvements have been implemented and completed to the Council's satisfaction (unless otherwise agreed in writing by the Council)
- 12.5 prior to the Occupation of the 600<sup>th</sup> Dwelling to pay the Weasel Land Off-Site Improvements Contribution to the Council
- 12.6 not to Occupy or cause or permit to be Occupied and/or used more than 599 Dwellings until/unless the Weasel Land Off-Site Improvements Contribution has been paid to the Council
13. **HIGHWAY WORKS**
- 13.1 to submit (and re-submit until such time as it is approved) the Highway Works Delivery Programme to the Council for approval
- 13.2 The Owners shall not cause or permit Commencement of Development until the Highway Works Delivery Programme has been submitted to and agreed in writing by the Council (for the avoidance of doubt at any time during the Development the Owners and Developer shall be entitled to submit for approval by the Council a varied Highway Works Delivery Programme which if approved shall operate in substitution for the previously approved Highway Works Delivery Programme)("the Approved Highway Works Delivery Programme")
- 13.3 to implement the Development in accordance with the Approved Highway Works Delivery Programme

13.4 not to occupy any Dwellings or Commercial Units beyond the limitation identified in the Approved Highway Works Delivery Programme until a Section 278 Agreement and/or S38 Agreement has been entered into with the Council for the relevant part of the Highway Works

13.5 not to occupy any Dwellings or Commercial Units beyond the limitation identified in the Approved Highway Works Delivery Programme until the relevant part of the Highway Works has been delivered in accordance with the relevant Section 278 Agreement and/or S38 Agreement

14. **CYCLE PARKING**

14.1 on or before Occupation of the 650<sup>th</sup> Dwelling to pay the Cycle Parking Contribution to the Council

14.2 not to Occupy or cause or permit to be Occupied and/or used more than 649 Dwellings until the Cycle Parking Contribution has been paid to the Council (unless otherwise agreed in writing by the Council)

15. **FOOTPATH 19**

15.1 following the Commencement of the Development the Owners shall enter into a Section 278 and/or Section 38 Agreement with the Council for the Footpath 19 On-Site Improvements and where relevant in combination with the Grid Road Link

15.2 to implement the Footpath 19 On-Site Improvements in accordance with the relevant Phase Implementation Programme and the approved Reserved Matters Application for the relevant phase

15.3 to carry out all necessary works required in order to secure the dedication of Footpath 19 as a bridleway

15.4 not to Occupy or cause or permit to be Occupied and/or used more than 599 Dwellings until/unless the Footpath 19 On-Site Improvements have been implemented and completed to the Council's satisfaction (unless otherwise agreed in writing by the Council)

15.5 to pay the Footpath Off-Site Improvements Contribution to the Council on or before Occupation of the 600<sup>th</sup> Dwelling

15.6 not to Occupy or cause or permit to be Occupied and/or used more than 599 Dwellings until the Footpath 19 Off-Site Improvements Contribution has been paid to the Council (unless otherwise agreed in writing by the Council)

16. **NEWTON LONGVILLE TRAFFIC CALMING CONTRIBUTION**

16.1 to pay to the Council:

16.1.1 20% of the Newton Longville Traffic Calming Contribution at the Commencement of Development: and

16.1.2 the 80% residue of the Newton Longville Traffic Calming Contribution prior to the first anniversary of (unless otherwise agreed in writing by the Council) the Commencement of Development

17. **WHADDON SAFETY SCHEME CONTRIBUTION**

17.1 to pay the Whaddon Highway Safety Improvement Scheme Contribution to the Council on or before Occupation of the 100<sup>th</sup> Dwelling

- 17.2 not to Occupy or cause or permit to be Occupied and/or used more than 99 Dwellings until the Whaddon Highway Safety Improvement Scheme Contribution has been paid to the Council (unless otherwise agreed in writing by the Council)

**18. PUBLIC TRANSPORT**

- 18.1 to use reasonable and commercially sensible endeavours to enter into a service level agreement with a bus operator to procure the Bus Service(s) set out in the approved public transport strategy included at Appendix 14 prior to Occupation of the first Dwelling (or such other service as agreed in writing)

- 18.2 in the event that prior to Occupation of the first Dwelling the Owners cannot secure a service level agreement with a bus operator pursuant to paragraph 19.1 of this Schedule the Owners shall submit and secure the approval of the Council for an alternative Bus Service scheme and shall not occupy or cause or permit to be Occupied and/or used more than 100 Dwellings until the approved alternative scheme has been secured in accordance with the approved programme and the Owners shall provide the alternative scheme prior to the Occupation of 100<sup>th</sup> Dwellings (unless otherwise agreed in writing by the Council)

PROVIDED THAT the financial liability under this clause of the Owners to the bus operator shall be subject to a cap of £2,000,000

**19. COUNCIL'S COVENANTS**

- 19.1 the Council hereby covenants with the Owners:

- 19.1.1 that it will apply the Travel Plan Monitoring Fee towards the cost of monitoring, reviewing and supervising the implementation of the Travel Plans and for no other purpose
- 19.1.2 that it will apply the Weasel Lane Off-site Improvements Contribution towards the cost of the Weasel Lane Off-site Improvements and for no other purpose
- 19.1.3 that it will implement the Weasel Lane Off-Site Improvements within 24 months of receipt of the Weasel Lane Improvements Contribution unless otherwise agreed in writing with the Owners
- 19.1.4 that it will apply the Footpath 19 Off-site Improvements Contribution towards the cost of the Footpath 19 Off-site Improvements and for no other purpose
- 19.1.5 that it will implement the Footpath 19 Off-site Improvements within 24 months of receipt of the Footpath 19 Off-site Improvements Contribution unless otherwise agreed in writing with the Owners
- 19.1.6 that it will apply the Cycle Parking Contribution towards the cost of the Cycle Parking Provision and for no other purpose
- 19.1.7 that it will secure the Cycle Parking Provision within 24 months of receipt of the Cycle Parking Contribution unless otherwise agreed in writing with the Owners
- 19.1.8 that it will apply the Newton Longville Traffic Calming Contribution towards the cost of providing a traffic calming scheme through Newton Longville village and for no other purpose
- 19.1.9 that it will apply the Newton Longville Traffic Calming Contribution within 24 months of receipt of the final payment made pursuant to **paragraph 16.1.2** of this Schedule unless otherwise agreed in writing with the Owners
- 19.1.10 that it will apply the Whaddon Highway Safety Improvement Safety Scheme Contribution towards the cost of providing a safety scheme through Whaddon village and for no other purpose

- 19.1.11 that it will apply the Whaddon Highway Safety Improvement Safety Scheme Contribution within 24 months of receipt unless otherwise agreed in writing with the Owners
- 19.1.12 that it will apply the A421 Corridor Improvements Contribution (or each and every part payment thereof) towards the cost of providing a scheme of improvements to the A421 corridor in the vicinity of the Development as identified in the A421 Corridor Improvements Notice and for no other purpose
- 19.1.13 that the Council shall not serve the A421 Corridor Improvements Notice in respect of highway improvements that may be required to the A421 corridor in the vicinity of the Development as a result of the Development which are already funded entirely by other sources other than by means of forward funding
- 19.1.14 that following the transfer of the Grid Road Link Reservation Land (or relevant part thereof) it shall develop and use the Grid Road Link Reservation Land (or relevant part thereof) solely for the highway purposes of providing a Grid Road Link and other associated works and for no other purpose AND FOR THE AVOIDANCE OF DOUBT the Council shall maintain and keep the Grid Road Link Reservation Land (or relevant part thereof) in a in accordance with the Council's statutory duties and responsibilities and safe and secure condition
- 19.1.15 if at any time the Council determines that it no longer requires the Grid Road Link Reservation Land for the purposes specified in this Agreement it shall as soon as reasonably practicable give notice to the Owners of the same and:
  - 19.1.15.1 if the Grid Road Link Reservation Land (or relevant part thereof) has already been transferred to the Council the Council shall (at the written request of the Owners) transfer it back to the Owners (or their nominee) for the same consideration and subject to the same terms (except any restrictions as to the use of the land) as when it was transferred to the Council together with payment of the Council's reasonable legal surveying and Land Registry fees; and
  - 19.1.15.2 if the Grid Road Link Reservation Land (or relevant part thereof) has not been transferred to the Council the obligations to do so will no longer apply.

## 20. **GENERAL**

- 20.1 The parties hereby further agree to use reasonable endeavours to agree the terms of any transfers to be made pursuant to this Schedule as soon as reasonably practicable and not to unreasonably withhold or delay their consent to the terms of such transfers or the completion thereof

## **SCHEDULE 12**

### **BCC Plans and Drawings and Framework Travel Plan**



## **SCHEDULE 13**

### **School Site Specification**

The Council requires that the Primary School Site (if the Primary School is to be built in accordance with the Approved Masterplan and the location shown coloured light blue on Plan 3) and the Secondary School Site be provided in accordance with PART B of the School Site Specification. If the Primary School is to be built on another part of the Land both PARTS A and B of the School Site Specification shall apply.

#### **PART A**

1. The sites should be located in the heart of the community to ensure proximity to other local community facilities (which pupils can visit as part of their learning and development), sustainable travel and improved security. The local authority is keen to encourage the co-location of other services (e.g. libraries, community centres, health centres, childcare facilities, adult learning, learning support units, places of worship, leisure facilities etc.). However, community use facilities on the school site (where use is intended during the school day) need to have a separate access and adult and pupil facilities should not be shared. The Primary School Site and the Secondary School Site must not be in proximity to any development, business or land use that may disrupt the normal functioning of a school, detract from pupils' learning or place anyone associated with the schools at risk.
2. The Primary School Site and the Secondary School Site to be broadly rectangular shaped not exceeding a proportionality ratio (length/width) of 1.5 and suitably fenced.
3. Boundaries need to be of regular shape, particularly around playing field areas otherwise a larger site will need to be provided.

#### **PART B**

1. Careful consideration should be given when designing the road network fronting the site and main entrances to the Primary School Site and the Secondary School Site taking into account the likely congestion at peak times:
  - a. Separate access points (suitably laid) should be provided for (i) pedestrians, (ii) vehicular movements and (iii) grounds maintenance vehicles which do not pass over playgrounds or the building footprint;
  - b. safe and suitable access to and from the Primary School Site and the Secondary School Site which shall include appropriate road widths, radii and visibility splays and directly abutting the access and egress points of the public highway;
  - c. the Primary School Site and the Secondary School Site are to be directly accessible from suitable public highways which are adopted or subject to an adoption agreement(s);
  - d. suitable connections are to be made between the Primary School Site and the Secondary School Site (as applicable) and the surrounding pedestrian and cycle infrastructure. Safe and suitable infrastructure is available for pedestrians and/or cyclists to cross roads on pedestrian/cycle desire lines in the vicinity of the Primary School Site/Secondary School Site; and
  - e. bus stops serving the Primary School Site and the Secondary School Site will need to be designed to accommodate the predicted number of pupils (to ensure footway access is not impeded) and buses/coaches (to ensure that they do not obstruct the free flow of traffic).

The above requirements necessitate early engagement with the Council's Education and Highways Development Management team.

2. A fully levelled site (i.e. no part of the site has falls exceeding 1:80) must be provided to minimise any requirement for earth shaping in order to accommodate buildings and playing

fields comprising the Primary School. A levelled and where appropriate terraced site (i.e. no part of each terrace has falls exceeding 1:80) must be provided to minimise any requirement for earth shaping in order to accommodate buildings and external areas comprising the Secondary School.

3. Sub-soil to be suitable for strip or pad foundations, drop-off and pick-up areas, parking, hard play areas and drainage. Sites to be covered with at least 30cm of certified clean topsoil.
4. The developer to be responsible for removing any encumbrances including (although not limited) buildings, soil stockpiles, contaminated ground and overhead lines prior to the building start on site date. Sites will be free from building constraints such as pipelines, brooks, pylons, sewers, trees with preservation orders, landfill sites or rights of way. A schedule shall be developed by the Owners and provided to the Council for the Council's approval to establish the documentation to be provided and associated timings requirements associated to allow for validation.
5. Developers will be responsible for securing any surveys (as necessary) such as (but not limited to) archaeological, flood risk, topographical, ecology and site contamination investigations (as necessary) and mitigating any risks or findings that would produce a building constraint or an uplift in the cost of works so far as they relate to the provision of the Primary School and/or the Secondary School. The developer must provide all relevant certification to demonstrate that any mitigation works have been completed.
6. Sites will have a low probability of flooding (i.e. located in Flood Zone 1). Flood alleviation and attenuation systems including a storm water outlet is required.
7. Sites will not be adversely affected by noise from external sources (i.e. levels do not exceed 55 dB LAeq.30min) and must meet appropriate air quality standards.

FOR THE AVOIDANCE OF DOUBT PART B of the School Site Specification shall apply if the Primary School is to be built in accordance with the Approved Masterplan and the location shown coloured light blue on Plan 3; if the Primary School is to be built on another part of the Land both PARTS A and B of the School Site Specification shall apply.

## SCHEDULE 14

### AFFORDABLE HOUSING MIX & TENURE

| <b><i>Dwelling size and type</i></b>      | <b><i>Affordable Rent (75%)</i></b> | <b><i>Shared Ownership (25%)</i></b> |
|---|-------------------------------------|--------------------------------------|
| <i>1 bed 2 person(any)</i>                | <i>no more than 20%</i>             | <i>None or few</i>                   |
| <i>2 bed 4 person (any except houses)</i> | <i>no more than 10%</i>             | <i>None or few</i>                   |
| <i>2 bed 4 person houses</i>              | <i>at least 30%</i>                 | <i>not less than 50%</i>             |
| <i>3 bed 5 &amp; 6 person houses</i>      | <i>at least 30%</i>                 | <i>no more than 50%</i>              |
| <i>4 bed 7 &amp; 8 person houses</i>      | <i>no more than 10%</i>             | <i>None or few</i>                   |
| <b><i>TOTAL %</i></b>                     | <b><i>100 %</i></b>                 | <b><i>100%</i></b>                   |

## SCHEDULE 15

### Form of Transfers

#### SECTION 1 Primary School

[ ]

#### SECTION 2 Secondary School

### Transfer Agreement

DATE

2013

(1) [PARTY]; and

(2) [PARTY].

#### TRANSFER [of part]

Land at: in the County of Buckinghamshire

Land Registry

Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

|   |  |
|---|--|
| 1 | Title number(s) out of which the property is transferred:<br><b>BM</b>   |
| 2 | Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:  |
| 3 | <p>Property:</p> <p>The property is identified</p> <p><input type="checkbox"/> on the attached plan and shown:</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p> |

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

|   |   |
|---|---|
|   |   |
| 4 | Date:   |
| 5 | <p>Transferor:</p> <p>For UK incorporated companies/LLPs<br/>Registered number of company or limited liability partnership including any prefix:</p> <p>For overseas companies<br/>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>                                      |
| 6 | <p>Transferee for entry in the register:</p> <p>[ ]</p> <p>For UK incorporated companies/LLPs<br/>Registered number of company or limited liability partnership including any prefix:</p> <p>For overseas companies<br/>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p> |
| 7 | <p>Transferee's intended address(es) for service for entry in the register:</p> <p>[ ]</p>  |
| 8 | The transferor transfers the property to the transferee   |

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants

9 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- ☒ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

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

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

12 Additional provisions

Definitions

[The Transferee acts in pursuance of its powers under Section 139 of the Local Government Act 1972 [and Open Spaces Act 1906] and [Section 164 Public Health Act 1875] and [Section 19 Local Government (Miscellaneous Provisions) Act 1976] and all other powers enabling it in this behalf]

"Estate" means such part of the development area at ..... which is on the date of this Transfer in the ownership of the Transferor which is land comprised in title numbers

"the Section 106 Agreement" means a Deed of Agreement made the ..... day of ..... 20 ..... and any subsequent Deeds of Variation or other supplemental Deeds pursuant to the Town and Country Planning Act 1990 and made between "the Service Media" means such drains pipes wires cables and other associated apparatus.

should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.1 Rights granted for the benefit of the property  
The Transferor grant for the benefit of the property.

- (a) A right at all times in common with all others similarly entitled of entry onto the unbuilt upon parts of the Estate for the purposes of maintaining repairing and reinstating any [structures] boundary walls fences [roofs gutters] and pipes on the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage thereby occasioned being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good
- (b) A right at all times for the Transferee and its employees contractors and agents to have access to and egress from the Property with or without vehicles plant and machinery over any roadway laid upon the Estate for the purpose only of maintaining the Property as amenity or recreational land and for the general public a right of way on foot only over and along the said roadway for the purpose of access to and egress from the Property for the proper use of the same as recreational and open amenity land or open space until such time (if ever) as the roads and footways shall be adopted and become highways maintainable at the public expense

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.2 Rights reserved for the benefit of other land

Exceptions and Reservations

The Property is transferred subject to the following exceptions and reservations which are excepted and reserved for the benefit of each and every part of the Estate and for the statutory authorities and utility companies providing gas water electricity communications and other services to adjoining or neighbouring properties.

- (a) A right in common with all others similarly entitled to use and where necessary and expedient to install renew and remove such Service Media as may now or in the future serve the Estate but pass in on over or under the Property together with a right of entry exercisable on reasonable notice in writing (except in the case of emergencies) onto the Property for the purposes of inspection renewal maintenance repair and reinstatement of the Service Media and for moving installing laying and connecting to the Service Media subject to the minimum of inconvenience being caused and to all

Include words of covenant.

- damage occasioned thereby being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good
- (b) A right in common with all others similarly entitled of entry onto the Property for the purposes of maintaining repairing and reinstating any structures boundary walls fences roofs gutters and pipes on the Estate but which pass in on over or under the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage thereby occasioned being made good forthwith to the satisfaction of the Transferee or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good
- 12.3 Restrictive covenants by the transferee
- THE Transferee HEREBY COVENANTS with the Transferor for the benefit of the Estate and for the benefit of the land now or formerly comprised in the Title above mentioned not henceforth to use the Property other than as for open space land which expression shall mean amenity or recreational land to be made available for the use of the public PROVIDED THAT nothing herein contained shall be construed to mean "open space land" within the meaning of the Open Spaces Act 1906 and PROVIDED FURTHER that the Transferee may at any time and from time to time:-
- (1) exercise in respect of the Property permitted development rights pursuant to the Town and Country Planning (General Permitted Development) Order 1995 or
  - (2) provide erect or construct on the Property such ancillary features and ancillary structures as are normally associated with open space amenity and recreational use
  - (3) Use parts of the Property for the purposes of road widening whether or not a grant of planning permission is required for such purpose



|  |   |
|--|---|
| <p>Include words of covenant.</p>  | <p>12.4 Restrictive covenants by the transferor</p> <p>Not to use the Property for any purpose other than primarily for stage education together with any use within the remit of a state funded school (as currently permitted or as permitted by any subsequent changes in legislation).</p>  |
| <p>Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.</p> | <p>12.5 Other</p> <p>Indemnity covenant by Transferee</p> <p>WITH the object of affording to the Transferor a full and sufficient indemnity in respect of a breach of the covenants and stipulations referred to in the Property and Charges Registers of the title number set out in panel 1 of this Transfer (but not further or otherwise) the Transferee hereby covenants with the Transferor that the Transferee and its successors in title will indemnify and keep indemnified the Transferor and his/their respective estates from and against all claims actions demands and liability in respect of any non-observance or non-performance of the said covenants and stipulations insofar as the same are still subsisting and capable of taking effect and being enforced and affect the Property</p> |

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

|    |  |
|----|--|
| 13 | Execution  |
|    | <p><b>EXECUTED</b> as a <b>DEED</b> by affixing )</p> <p>The <b>COMMON SEAL</b> of )</p> <p>)</p> <p>in the presence of:- )</p> <p style="text-align: right;">Director</p> <p style="text-align: right;">Director/Secretary</p><br><p><b>[EXECUTED</b> as a <b>DEED</b> by )</p> <p><b>[</b> )</p> <p>in the presence of:- ]</p> |

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

## **APPENDIX 1**

### **Minimum Requirement for the Landscape Schemes**

- An accurate Tree Survey (to BS5837) and tree protection plan (to BS5837).
- Details of all landscaping (including planting arrangements/regimes to include full botanical plant names, plant sizes, plant varieties and planting densities).
- Details of all existing and proposed levels on the site.
- Details of any earthworks proposed (including gradients, materials or construction, and drainage).
- Details of all roadways, paths, areas of hard landscaping etc.
- Details of all equipment/seating/bins etc.
- Details of any walls (including any retaining walls) and fences or similar features.
- Details of any buildings to be provided.
- Details of all existing and proposed drainage arrangements (including ditches) – relevant levels should be shown with the other levels and details mentioned above.
- Details (including levels) of all existing and proposed services (including all manhole covers, service boxes and underground plant) on, under, over or through the site.
- Details of the ownership of boundaries and any associated maintenance requirements or works to those boundaries (e.g. cutting back hedges or repairing fences or maintaining ditches).
- Details of the phasing of provision (where relevant).
- Details of the maintenance regime to be followed during the establishment period.
- Details of the areas to be made available for adoption after the scheme has been completed.

## APPENDIX 2

### Bond

BY THIS BOND we:

(1) [•]

whose registered office is at

(hereinafter called "the Owner") and

(2) [•]

whose registered office is at

(hereinafter called "the Surety") are bound to BUCKINGHAMSHIRE COUNCIL (hereinafter called "the Council") pursuant to a Deed entered into under (inter alia) Section 106 of the Town and Country Planning Act 1990 dated the [•] day of [•] Two Thousand and [•] and made between [•] (hereinafter called "the Deed") in the sum of [•] POUNDS for the payment of which sum to the Council the Owner and the Surety bind themselves jointly and severally by this Bond.

Whereas under and by virtue of the Town and Country Planning Act 1990 the Council by a planning permission dated the day of [•] two thousand and [•] issued under the reference number (hereinafter called "the Planning Permission") granted permission for development of the land situated at [•] in the County of Buckinghamshire for [•] subject to certain conditions and to the terms and obligations in the Deed.

Now therefore the condition of the above written bond is such that if the Owner or their successors or assigns shall duly perform observe all the clauses covenants stipulations agreements provisions and obligations contained in the Deed on their part to be performed and observed then the above written Bond shall be void and of no effect but otherwise shall remain in full force and effect for a period of five years from the date hereof any alterations to the Deed which may be made by agreement between the Owner or their successors or assigns and the Council or its successors in the terms of the Deed its clauses covenants stipulations provisions and obligations and the work to be done or otherwise in relation thereto or the giving by the Council or its successors of any extension of time for performing the said work or any of the stipulations contained in the Deed or any other forgiveness or forbearance on the part of the Council or its successors to the Owner or their successors or assigns whether done with or without the assent of the Surety shall not in any way release the Surety from their liability under the above written bond.

For the avoidance of doubt it is hereby agreed and declared that if the Owner or their successors or assigns shall fail to comply with any or all of the clauses covenants stipulations provisions and obligations set out in the Deed then the Surety shall pay to the Council the sum or sums up to the full value of this Bond (but not beyond) required to enable the Council to secure the carrying out of the aforesaid clauses covenants stipulations provisos and obligations.

The benefit of this Deed is personal to the Council and any successors thereto and is not capable of being assigned by the Council.

Unless otherwise expressly stated nothing in this Bond will create or confer any right or other benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the Council

SEALED with our respective seals and dated this [•] day of [•]

Two thousand and [•]

## THE SCHEDULE

The Obligations to which this Bond relates

SEALED with our respective seals and dated this [•] day of [•]

Two thousand and [•]

### Part II

#### Draft PCG

**BY THIS GUARANTEE WE** [ ] whose registered office is at [ ] (hereinafter called the "Guarantor") guarantee to [ ] (hereinafter called the "Council") pursuant to a Deed entered into under (inter alia) Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act") dated the [ ] and made between (1) [ ] (2) [ ] hereinafter called the "Deed") the performance of the [Obligation(s)] by [ ] (the "Developer") in the amount of the Guarantee Figure and where such Obligation is to pay monies this Guarantee shall not exceed the Guarantee Figure for the payment of which sum to the Council the guarantor binds itself by this Guarantee but subject to the conditions set out herein.

**NOW THEREFORE THE CONDITIONS** of the above written Guarantee are such that:

1. if the Developer or its successors or assigns shall duly perform and observe the Obligations on their part to be performed and observed then the above written Guarantee shall be void and of no effect but otherwise shall remain in full force and effect; and
2. Where the Obligation is to pay a sum or sums of money it is hereby agreed as follows:
  - (a) upon the payment of any part payment of monies due pursuant to the Obligation(s) or provision of alternative security ("Part Payment") to the Council the Council shall forthwith release the Developer and the Guarantor and each of them from their Obligations under this Guarantee to the extent of the Part Payment;
  - (b) upon the payment in full of any monies due pursuant to the Obligation(s) to the Council the Council shall forthwith release the Developer and the Guarantor and each of them from their Obligations to pay those monies under this Guarantee; and
3. the following words and phrases shall unless the context otherwise requires bear the following meanings:

**"Guarantee Figure"** the sum of £[•] thousand pounds;

**"the Obligation(s)"** means those planning obligations given pursuant to section 106 of the Act contained in the Deed which are set out and detailed in the Schedule to this Guarantee that affect [that part]/[those parts] of the land shown edged red on the plan attached hereto.
4. For the avoidance of doubt this Guarantee shall not be enforceable against the Guarantor unless:
  - (a) Notice in writing (not by facsimile or e-mail) of any default on the part of the Developer is first given by the Council to the Developer at

[ ] requiring that such default  
is remedied by the Developer and

- (b) The Developer shall have failed to remedy such alleged default within the period specified in the notice referred to in sub-paragraph 4.(b) above which shall be a reasonable period of time having regard to the works required to remedy such default.
5. This Guarantee is a continuing Guarantee and accordingly shall remain in operation until the date on which the all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter have been carried out, performed or shall have been satisfied or performed in full by the Developer under the Deed and is in addition to and not in substitution for any other security which the Council may at any time hold for the performance of such obligations.
6. This Deed shall impose no greater liability upon the Guarantor than that imposed upon the Developer pursuant to the Deed and the maximum liability under this Guarantee shall not exceed the sum of £[ ].
7. The Council may not assign or charge the benefit of this Deed without the Guarantor's prior written consent.

The Schedule

The Obligations

**IN WITNESS WHEREOF** this Guarantee has been executed and delivered as a deed in the manner shown below this [•] day of [•] Two Thousand and [•]

Executed as a Deed by

[•]

## APPENDIX 3

### Transfer Agreement

DATE

201

(1) [PARTY]; and

(2) [PARTY].

#### TRANSFER [of part]

Land at: in the County of Buckinghamshire

Land Registry  
Transfer of part of registered title(s)

# TP1

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

|   |  |
|---|--|
| 1 | Title number(s) out of which the property is transferred:<br><b>BM</b>   |
| 2 | Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:  |
| 3 | <p>Property:</p> <p>The property is identified</p> <p><input type="checkbox"/> on the attached plan and shown:</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p> |
| 4 | Date:  |

|   |   |  |
|---|---|--|
| Give full name(s).<br><br>Complete as appropriate where the transferor is a company.  | 5 | Transferor:<br><br>For UK incorporated companies/LLPs<br>Registered number of company or limited liability partnership including any prefix:<br><br>For overseas companies<br>(a) Territory of incorporation:<br><br>(b) Registered number in England and Wales including any prefix:                                      |
| Give full name(s).<br><br>Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003. | 6 | Transferee for entry in the register:<br><br>[ ]<br><br>For UK incorporated companies/LLPs<br>Registered number of company or limited liability partnership including any prefix:<br><br>For overseas companies<br>(a) Territory of incorporation:<br><br>(b) Registered number in England and Wales including any prefix: |
| Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.  | 7 | Transferee's intended address(es) for service for entry in the register:<br><br>[ ]  |
|   | 8 | The transferor transfers the property to the transferee  |



Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants

9 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- ☒ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

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

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

12 Additional provisions

Definitions

[The Transferee acts in pursuance of its powers under Section 139 of the Local Government Act 1972 [and Open Spaces Act 1906] and [Section 164 Public Health Act 1875] and [Section 19 Local Government (Miscellaneous Provisions) Act 1976] and all other powers enabling it in this behalf]

"Estate" means such part of the development area at ..... which is on the date of this Transfer in the ownership of the Transferor which is land comprised in title numbers

"the Section 106 Agreement" means a Deed of Agreement made the ..... day of ..... 20 ..... and any subsequent Deeds of Variation or other supplemental Deeds pursuant to the Town and Country Planning Act 1990 and made between "the Service Media" means such drains pipes wires cables and other associated apparatus.

should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.1 Rights granted for the benefit of the property  
The Transferor grant for the benefit of the property.

- (a) A right at all times in common with all others similarly entitled of entry onto the unbuilt upon parts of the Estate for the purposes of maintaining repairing and reinstating any [structures] boundary walls fences [roofs gutters] and pipes on the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage thereby occasioned being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good
- (b) A right at all times for the Transferee and its employees contractors and agents to have access to and egress from the Property with or without vehicles plant and machinery over any roadway laid upon the Estate for the purpose only of maintaining the Property as amenity or recreational land and for the general public a right of way on foot only over and along the said roadway for the purpose of access to and egress from the Property for the proper use of the same as recreational and open amenity land or open space until such time (if ever) as the roads and footways shall be adopted and become highways maintainable at the public expense

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.2 Rights reserved for the benefit of other land

Exceptions and Reservations

The Property is transferred subject to the following exceptions and reservations which are excepted and reserved for the benefit of each and every part of the Estate and for the statutory authorities and utility companies providing gas water electricity communications and other services to adjoining or neighbouring properties.

- (a) A right in common with all others similarly entitled to use and where necessary and expedient to install renew and remove such Service Media as may now or in the future serve the Estate but pass in on over or under the Property together with a right of entry exercisable on reasonable notice in writing (except in the case of emergencies) onto the Property for the purposes of inspection renewal maintenance repair and reinstatement of the Service Media and for moving installing laying and connecting to

Include words of covenant.

#### 12.3 Restrictive covenants by the transferee

the Service Media subject to the minimum of inconvenience being caused and to all damage occasioned thereby being made good forthwith or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

- (b) A right in common with all others similarly entitled of entry onto the Property for the purposes of maintaining repairing and reinstating any structures boundary walls fences roofs gutters and pipes on the Estate but which pass in on over or under the Property such right only to be exercised on reasonable notice in writing being given (except in the case of emergencies) and subject to the minimum of inconvenience being caused and to all damage thereby occasioned being made good forthwith to the satisfaction of the Transferee or as soon as reasonably practicable or monetary payment being made for any damage not capable of being made good

THE Transferee HEREBY COVENANTS with the Transferor for the benefit of the Estate and for the benefit of the land now or formerly comprised in the Title above mentioned not henceforth to use the Property other than as for open space land which expression shall mean amenity or recreational land to be made available for the use of the public PROVIDED THAT nothing herein contained shall be construed to mean "open space land" within the meaning of the Open Spaces Act 1906 and PROVIDED FURTHER that the Transferee may at any time and from time to time:-

- (1) exercise in respect of the Property permitted development rights pursuant to the Town and Country Planning (General Permitted Development) Order 1995 or
- (2) provide erect or construct on the Property such ancillary features and ancillary structures as are normally associated with open space amenity and recreational use
- (4) Use parts of the Property for the purposes of road widening whether or not a grant of planning permission is required for such purpose

Include words of covenant.

12.4 Restrictive covenants by the transferor

NONE

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.5 Other

Indemnity covenant by Transferee

WITH the object of affording to the Transferor a full and sufficient indemnity in respect of a breach of the covenants and stipulations referred to in the Property and Charges Registers of the title number set out in panel 1 of this Transfer (but not further or otherwise) the Transferee hereby covenants with the Transferor that the Transferee and its successors in title will indemnify and keep indemnified the Transferor and his/their respective estates from and against all claims actions demands and liability in respect of any non-observance or non-performance of the said covenants and stipulations insofar as the same are still subsisting and capable of taking effect and being enforced and affect the Property

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

|    |  |
|----|--|
| 13 | Execution  |
|    | <p><b>EXECUTED</b> as a <b>DEED</b> by affixing )</p> <p>The <b>COMMON SEAL</b> of )</p> <p>)</p> <p>in the presence of:- )</p> <p>Director</p> <p>Director/Secretary</p> <p><b>[EXECUTED</b> as a <b>DEED</b> by )</p> <p>[ ] )</p> <p>in the presence of:- )</p> |

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

## **APPENDIX 4**

### **Plans**

Plan 1

Plan 2

Plan 3

Phasing Plan

## APPENDIX 5

### Sports Facilities

| No. | Facility  |
|-----|---|
| 3   | Full sized (club football) pitches measuring 126m x 96m (including run-off) in accordance with the relevant Landscape Scheme approved by the Council  |
| 1   | Cricket pitch 111.56m x 115.84m (with 8 pitch square)   |
| 2   | Hard surfaced Tennis Courts with flood lighting each measuring 34.75m x 60.96m.<br><br>The aggregate area of both combined being 2342sqm (including run-offs) in accordance with the Landscape Scheme approved by the Council |

#### 1. General

- 1.1 Compliance with Sport England guidance;
- 1.2 Compliance with England Cricket Board guidance;
- 1.3 Compliance with Football Association guidance;
- 1.4 Compliance with Lawn Tennis Association guidance

## APPENDIX 6

### Outline Sports Pavilion Specification

#### 1. General

- 1.1 Design and external materials to be in accordance with the relevant Design Code;
- 1.2 Compliance with BREEAM Very Good standard;
- 1.3 Compliance with Building Regulations;
- 1.4 Provision of Electricity, Gas and Cold Water services and supply ducts for telephone cable / broadband connection(s);
- 1.5 Provision of Gas Boiler for heating and hot water;
- 1.6 Compliance with Sport England guidance;
- 1.7 Compliance with England Cricket Board guidance;
- 1.8 Compliance with Lawn Tennis Association guidance;

#### 2. Schedule of Accommodation

|      |  |           |
|------|--|-----------|
| 2.1  | Hall / Lounge area                                       | 40 Sq.m*  |
| 2.2  | Foyer / Circulation                                      | 15 Sq.m*  |
| 2.3  | 6 No Team Changing rooms (2 to be to ECB size standards) | 150 Sq.m* |
| 2.4  | 1 No Tennis Changing rooms                               | 20 Sq.m*  |
| 2.5  | 3 No Officials Changing rooms                            | 45 Sq.m*  |
| 2.6  | Kitchen  | 10 Sq.m*  |
| 2.7  | Internal Storage   | 10 Sq.m*  |
| 2.8  | External Storage   | 15 Sq.m*  |
| 2.9  | Cleaner's Store  | 5 Sq.m*   |
| 2.10 | Male WCs   | 15 Sq.m*  |
| 2.11 | Female WCs   | 20 Sq.m*  |
| 2.12 | Disabled WCs   | 5 Sq.m*   |
| 2.13 | Baby change  | 5 Sq.m*   |
| 2.14 | Plant  | 5 Sq.m*   |

\* Approximate sizes

#### 3. External Area

- 3.1 Provision of appropriate number of parking spaces in accordance with relevant parking standards;



- 3.2 Provision of an appropriate number of cycle stands;
- 3.3 Provision of hard and soft landscaped areas and boundary treatments in accordance with the relevant Design Code;
- 3.4 Provision of an externally accessible bin store;
- 3.5 Provision of appropriate external lighting.
- 3.6 CCTV security and safety

## APPENDIX 7

### Outline Community Building Specification

#### 1. General

- 1.1 Design and external materials to be in accordance with the relevant Design Code;
- 1.2 Compliance with BREEAM Very Good standard;
- 1.3 Compliance with Building Regulations;
- 1.4 Provision of Electricity, Gas and Cold Water services and supply ducts for telephone cable / broadband connection(s);
- 1.5 Provision of Gas Boiler for heating and hot water.
- 1.6 Building floor space will not exceed 360 Sq.m for community and leisure use as outlined in the Design and Access Statement

#### 2. Schedule of Accommodation

|      |                             |           |
|------|-----------------------------|-----------|
| 2.1  | Main Hall with wooden floor | 180 Sq.m* |
| 2.2  | Foyer / Circulation         | 20 Sq.m*  |
| 2.3  | Reception / Office          | 15 Sq.m*  |
| 2.4  | Storage                     | 30 Sq.m*  |
| 2.5  | Meeting room                | 20 Sq.m*  |
| 2.6  | Kitchen                     | 20 Sq.m*  |
| 2.7  | Male WCs                    | 20 Sq.m*  |
| 2.8  | Female WCs                  | 25 Sq.m*  |
| 2.9  | Disabled WCs                | 10 Sq.m*  |
| 2.10 | Baby change                 | 5 Sq.m*   |
| 2.11 | Cleaner Storage             | 5 Sq.m*   |
| 2.12 | Plant                       | 10 Sq.m*  |

\* Approximate sizes

#### 3. External Area

- 3.1 Provision of appropriate number of parking spaces in accordance with relevant parking standards (having regard to public accessible provision in the vicinity of the building);
- 3.2 Provision of an appropriate number of cycle stands;
- 3.3 Provision of hard and soft landscaped areas and boundary treatments in accordance with the relevant Design Code (to include fenced off soft landscaped area of approximately 50 Sq.m adjacent to the Main Hall for use by children's groups);

- 3.4 Provision of an externally accessible bin store;
- 3.5 Provision of appropriate external lighting; and
- 3.6 CCTV for security and safety.

## **APPENDIX 8**

### **Buckinghamshire Council - Equipped Play Facilities**

#### **1. Provision**

- 1.1 The Council acknowledges the importance of providing children and young people with safe, interesting and accessible outdoor play areas. Equipped play facilities should provide a variety of safe and challenging play opportunities for all ages and abilities.
- 1.2 The Council has used the Fields in Trust's (FiT) publication 'Planning and Design for Outdoor Sport and Play' (2008) as the basis for calculating the size of areas required. The extent and location of these areas may be adapted to fit within site or design restrictions.
- 1.3 Developers should consider all provision at an early stage as it may be appropriate to integrate smaller areas into a single large space with no detriment to the overall size of play area provided.
- 1.4 No Local Areas for Play (LAPs) should be included in any development due to the limited age range and play value these areas provide. LAP's should be included within Local Equipped Areas for Play (LEAPs) that are designed for 2 to 12 year olds.
- 1.5 Where more than one play area is required by the FiT standard then different equipment and features should be provided in each area to increase the play value across a development.

#### **2. Standards**

- 2.1 Developers should refer to and comply with the following standards in order to ensure play areas are of sufficient quality, accessibility, and safety:
  - BS EN 1176 Playground Equipment Standard
  - BS EN 1177 Impact Absorbing Playground Surfacing: Safety Requirements and Test Methods
  - BS EN 15312:2007 Free access multi-sports equipment e.g. ball courts/MUGA's
  - BS EN 14974 Skateboard Facility
  - Disability Discrimination Act 1995
  - Environmental Protection Act 1996
- 2.2 Developers should obtain written confirmation of compliance from the supplier or manufacturer of the play equipment and/or surfacing along with copies of test results, (note that BSI kite mark or a TuV mark does not guarantee compliance with EN1176).
- 2.3 The Disability Discrimination Act 1995 requires access to public play areas not to discriminate against disabled people. The developer should ensure that play area designs take into consideration the needs of the disabled, both as users and carers/guardians who may themselves be disabled although their children are not.
- 2.4 The Environmental Protection Act 1996 relates in this context to the control and removal of litter (including dog fouling). The developer shall ensure that provision of bins is adequate with reasonable access for maintenance.

#### **3. Design principles**

- 3.1 The following publications/requirements should be adhered to:

- Open Space Provision 'saved' policies of the Aylesbury Vale District Local Plan.
  - FiT publication 'Planning and Design for Outdoor Sport and Play'
  - Play England publication 'Design for Play: A guide to creating successful play spaces'
- 3.2 Developers should ensure that designs and the actual built play spaces achieve a minimum rating of 'Good' against all criteria measured in RoSPA's 'Play Value Assessment'. This includes both Local and Neighbourhood Equipped Areas for Play.
- 3.3 The developer should obtain a copy of the RoSPA 'Plan Check/Design Review' report which demonstrates that designs meets the above requirements. Contact RoSPA's Liz Cheshire (Director RoSPA Play safety Ltd. Tel: 01367 244 600 Email: echeshire@rospaplaysafety.co.uk).
- 3.4 Developers should ensure that all equipped play (including equipment and safety surfacing) and hard or synthetic surfaced ball court providers, installers and sub-contractors are members of either the Association of Play Industries (API) and/or the Sports and Play Construction Association (SAPCA)".
4. **Location & siting**
- 4.1 The play area(s) should be integral to the housing development so the importance of play in community life is acknowledged and informal supervision is allowed for.
- 4.2 Easy walking routes for a child living within the housing development and with no intervening major roads on route should be provided.
- 4.3 Footpaths should be integral of any network of footpaths and constructed to adoptable standard, this includes pathways within the play area itself.
- 4.4 Careful consideration should be given to play area location and design so any risk of nuisance (perceived or otherwise) is not experienced by residents and/or users of other facilities.
- 4.5 Location under or near electrical transmission lines should be avoided.
- 4.6 Sites should be easily accessible for maintenance and emergency vehicles.
5. **Enclosures**
- 5.1 Play areas should not be fenced unless there is a hazard such as a busy main road or deep water course nearby or if recommended by RoSPA. This current stance is taken from Play England and noted in their publications 'Design for Play: A guide to creating successful play spaces' & 'Managing Risk in Play Provision: Implementation guide'.
- 5.2 If an area is to be fenced then sufficiently robust systems meeting BS EN1176 shall be used. The details of which should be included on designs that are RoSPA assessed, see paragraph 3.3.
- 5.3 Gates of any fenced areas should also meet BS EN 1176 and a minimum of 2 DDA compliant pedestrian gates should be provided as well as a minimum of 1 gate (vehicle width) for maintenance access.
6. **Access, pathways, and surfacing.**
- 6.1 All access points and pathways should be DDA compliant.
- 6.2 Path surfaces shall be smooth and firm with gradual gradients that provide easy access in most weather and ground conditions.

- 6.3 Paths should lead to each access point and directly link to the safety surfacing associated with each piece of play equipment as well as surfaced areas for seating and other site furniture.
- 6.4 The extent of safety surfacing may be limited to the requirements for each piece of equipment or cover the entire play area. Where surfacing is limited to each piece of equipment then there should be a DDA compliant link between the surfaced areas either via paths or an extension of the safety surfacing material.
- 6.5 The type of safety surfacing should be complimentary to the play area and the overall housing development.

## 7. **Planting**

- 7.1 Tree, hedge, and shrub planting should be provided as appropriate and set out to ensure views in and out of the play area are maintained.
- 7.2 Poisonous or plants with thorns etc. should not be used.
- 7.3 Fruit bearing trees or plants should be planted clear of play equipment and/or surfacing.
- 7.4 Trees should be carefully selected to be appropriate in scale and character of surroundings.

## 8. **Play equipment & associated items**

- 8.1 A good range of play equipment should be provided to cater for and not limited to the following play experiences; swinging, rocking, sliding, rotating/spinning, climbing & clambering, balancing, agility, imaginary play.
- 8.2 Equipment should allow for group play as opposed to solitary play i.e. avoid single user equipment and cater for a broad age range of children of all abilities.
- 8.3 Signage should be included at egress points to welcome and inform users about the area. It should state that no dogs are allowed and include who should be contacted regarding management of the play area.
- 8.4 Consideration should be given to seating specifically for children, this may be integral to play equipment.
- 8.5 Seating with both back and arm rests should be included for parents/carers.
- 8.6 Other site furniture should be selected to be integral with the overall design. This may include; minimum two litter bins with lockable liners located near egress points (e.g. Marshalls Ollerton Festival 90 litre or similar), cycle racks, signage etc.

## APPENDIX 9

### Nomination Deed for Shared Ownership Units

DATED \_\_\_\_\_ 20

[Registered Provider]

and

BUCKINGHAMSHIRE COUNCIL

DEED OF NOMINATION

RIGHTS

Shared Ownership Units

at

[Site Address]

Buckinghamshire

HB Public Law  
PO Box 2  
Civic Centre  
Station Road  
Harrow  
Middlesex  
HA1 2UH

Ref: EAVC/AV001/

THIS DEED is made the                      day of                      20 BETWEEN

(1) “the Association” being [REDACTED] [Company or Mutual  
NUMBER] of [REDACTED] of the one part; and

(2) “the Council” being **BUCKINGHAMSHIRE COUNCIL** of The Gateway,  
Gatehouse Road, Aylesbury, Buckinghamshire HP19 8FF of the  
other part

**WHEREAS**

## 1. Definitions and Interpretation

1. In this Deed words and phrases shall where the context so admits have the following meanings

1.1 “the Act “means the Housing Act 1985 or (where appropriate) any statutory extension or modification amendment or re-enactment thereof and any regulations or orders made thereunder

1.2 “Affordable Housing” means a Dwelling or Dwellings already let or to be let on the basis of a Shared Ownership Lease by the Association being a Registered Provider, another similar social housing body or their successors in title so far as this Deed applies

1.3 “Assignee” means an assignee of the Lessee of a Shared Ownership Lease to which this deed applies

1.4 “the Association” for the avoidance of doubt includes its successors in title

1.5 “Association’s Qualifying Criteria” means the written statement prepared by the Association and submitted to and agreed by the Council (whose agreement shall not be unreasonably withheld or delayed) for the purpose of assessing the eligibility of person(s) nominated for a Dwelling the terms of which shall not be changed without the prior written approval of the Council

1.6 “Available” means where:

(a) a Lessee intends disposing of the unexpired residue of the Shared Ownership Lease and notifies the Association that the Association may nominate an Assignee in the Nomination Period under the terms of the Shared Ownership Lease; or



- (b) the Shared Ownership Lease has expired or been determined and the Dwelling can be re-let by the Association
- 1.7 “the Council” for the avoidance of doubt includes its successors in title
- 1.8 “Council’s Allocation Criteria” means the criteria contained in the Council’s shared ownership policy that may available for inspection in force from time to time
- 1.9 “Deed” means this deed granted on the date hereof and any document which is supplemental hereto or which is expressed to be collateral herewith
- 1.10 “Dwelling” means each or any or one or more of the Affordable Housing units [specified in the s106 Agreement pertaining to the Land][and][contained in Schedule 1 of this Deed] constructed or to be constructed on the Land that shall be let or is already let on the basis of a Shared Ownership Lease and “unit” and “dwellings” shall be construed accordingly
- 1.11 “Exempt Assignment” means an assignment pursuant to the terms of a Shared Ownership Lease:
  - (a) where the assignment is by operation of law and the Lessee is not obliged to notify the Association to nominate an Assignee; or
  - (b) where the Lessee may notify the Association to nominate an Assignee but elects not to do so;
- 1.12 “Exempt Dwelling” means each or any Dwelling:
  - (a) subject to a Shared Ownership Lease that where the Lessee has staircased their ownership to 100%; or
  - (b) whereby the Dwelling is a house and the freehold of the Dwelling has been transferred to the Lessee pursuant to the Shared Ownership Lease

And for the avoidance of doubt, an Exempt Dwelling shall remain an Exempt Dwelling until such time as an Exempt Dwelling reverts to the ownership and control of the Association and is again Available to be let under a Shared Ownership Lease
- 1.13 “Help to Buy Affordable Home Ownership List” means a register of applicants assessed by the Help to Buy Agent for eligibility for the Government’s Help to Buy shared ownership schemes (and “applicants” and “referrals” shall be construed accordingly in this deed)

- 1.14 “Help to Buy Agent” means an agent appointed by the government’s Homes & Communities Agency to administer the government’s home ownership schemes
- 1.15 “Homes and Community Agency” means the government body responsible for grant funding of Affordable Housing (including its statutory successors in title or agent)
- 1.16 “Initial Lettings” means the initial grant of a Shared Ownership Lease of each and every Dwelling
- 1.17 “the Land” means the land registered under title number [ ] which is shown for the purpose of identification edged in red on the plan annexed hereto which includes the Dwellings described in Schedule 1 [and specified in the S106 Agreement]
- 1.18 “Lessee” means the lessee of a Shared Ownership Lease situated on the Land
- 1.19 “Nomination Notice” means notice given by the Council to the Association containing the name and contact details of a Nominee or Nominees or such other person the Council at its absolute discretion sees fit to include to be served in such a manner agreed by the Council and the Association
- 1.20 “Nomination Period” means the length of time in which the Association is permitted to nominate under the terms of the Shared Ownership Lease which shall be no less than 8 weeks unless otherwise specified by the Homes and Community Agency
- 1.21 “the Nominee” or “the Nominees” means the person or persons who:
- (a) are approved as meeting the Council’s Allocation Criteria;
  - (b) are recorded on the Help to Buy Affordable Home Ownership List held by the Help to Buy Agents; or
  - (c) meet the criteria contained in the s106 Agreement (if any)
- and for the avoidance of doubt it is agreed that a Nominee may comprise two or more persons
- 1.22 “Registered Provider” means a non-profit registered provider of social housing as defined in the Housing and Regeneration Act 2008.
- 1.23 “S106 Agreement” means the s106 agreement dated [ ] entered into by the Council and [other parties] pursuant to which this Deed has been entered into together with all or any deeds and documents supplemental thereto whether or not expressed to be so.

- 1.24 “Shared Ownership Lease” means a lease of a Dwelling for a term of not less than 99 years granted to a Lessee on payment of a premium calculated by reference to a percentage of the value of the Shared Ownership unit that is the subject of the lease and which shall contain such provisions as required by statute and/or the requirements and regulations in force from time to time of the Homes and Community Agency decisions to satisfy the criteria for which the Association is required to be eligible for Homes and Community Agency funding in whole or in part
- 1.25 “Subsequent Assignment” means an assignment of a Shared Ownership Lease that is not an Exempt Assignment or an assignment of an Exempt Dwelling
- 1.26 “Working day” means any day Monday to Friday but excluding Bank and Public Holidays
- 1.27 “Chargee” means any mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator
- 1.28 The Interpretation Act 1978 shall apply to this Deed as it applies to an act of parliament
- 1.29 words importing one gender shall be construed as importing any other gender words importing the singular shall be construed as importing the plural and vice versa
- 1.30 the clause headings do not form part of this Deed and shall not be taken into account in its constructions or interpretation
- 1.31 reference to a clause without further designation is to be construed as a reference to the clause of this Deed so numbered

## 2. **Recitals**

- 2.1 The Association [shall develop] [is developing] the Land by building on the Land [or part thereof] Affordable Housing units [pursuant to the S106 Agreement] and in compliance with statute currently in force and the Association shall make reasonable endeavours to ensure the units are affordable to Nominees subject to the provisions of this Deed

- 2.2 The Association agrees to grant to the Council the nomination rights contained in this Deed over the Land pursuant to the s106 Agreement
- 2.3 This Deed is one to which the provisions of Section 609 of the Act apply (subject as hereinafter mentioned)

**NOW IT IS AGREED** as follows:

**3. Enforceability of Covenants**

- 3.1 This Deed is made pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 609 of the Housing Act 1985
- 3.2 The obligations contained in this Deed are covenants for the purpose of Section 33 Local Government (Miscellaneous Provisions) Act 1982 and Section 609 of the Act and the covenants rights and obligations on the part of the Association shall be enforceable without any limit of time (subject to the provisions hereof) against any body or person deriving title from the original covenantor in respect of its interest in the Land where the body or person so deriving title is a Registered Provider
- 3.3 The Association for itself and its successors in title covenants with the Council that the Association will not (subject to clause 3.4 and clause 3.5 of this Deed) transfer the Land or any part thereof without first obtaining a deed of covenant (in the form attached hereto in Schedule 2) duly executed by the transferee so that the transferee will duly observe and perform all of the obligations contained or referred to in this Deed
- 3.4 The provisions of this Deed shall not apply to Exempt Dwellings

3.5 A Chargee who is in possession or who wishes to exercise its power of sale shall over the Land or any part of it shall promptly notify the Council in writing of its intention to dispose of the Land or relevant part and for a period of three months (“the Relevant Period”) use reasonable endeavours to secure the continued availability of those Affordable Dwellings on the Land or the relevant part through the transfer of the Land or relevant part to a registered provider of social housing (as defined under the provisions of the Housing and Regeneration Act 2008) at a price sufficient to repay the mortgage or charge and all interest and reasonable costs accrued

3.6 In the event that despite using reasonable endeavours the Chargee is unsuccessful in disposing of the Land or the relevant part to a registered provider within the Relevant Period as required under paragraph 3.5, the Chargee shall supply the following information to the Council during the last week of the Relevant Period to enable itself and its successors in title to be automatically released from the terms of this Deed:

3.6.1 notify the Council in writing of the date that the Relevant Period commenced; and

3.6.2 produce written confirmation to the Council of the approaches that have taken place during the Relevant Period with registered providers of social housing (whose names shall be given in the said written confirmation) to secure the transfer of the Land or relevant part to them; and

3.7 In the event that the steps referred to in paragraphs 3.6.1 and 3.6.2 have all been taken the Chargee shall be automatically released from the terms of this Deed which shall cease to apply to the Land absolutely

#### 4. **The Association’s Undertakings**

4.1 the Association undertakes with the Council to grant to the Council the nomination rights contained herein pursuant to the s106 Agreement

- 4.2 It is agreed that where the Association acts reasonably it shall not be obliged to offer a Shared Ownership Lease to a Nominee unless satisfied that the Nominee falls within the category of persons it is appropriate for the Association to house according to the s106 Agreement, the Association's Qualifying Criteria and the Council's Allocation Criteria.

## 5. **Nomination Rights**

The Association grants to the Council the right to:

- (a) nominate Lessees for 100% of Initial Lettings pursuant to the provisions of this Deed; and
- (b) thereafter the right to nominate for 100% of Subsequent Assignments [within the Nomination Period] of each and any Dwelling except where the Dwelling is an Exempt Dwelling or where the proposed assignment of a Dwelling is an Exempt Assignment and pursuant to clause 8

## **Initial Lettings**

## 6. **Notice of Intended Completion**

The Association shall give to the Council and the Help to Buy Agents at least three (3) months' prior notice of the date of expected practical completion of each or any or one or more of the Dwellings and shall promptly provide to the Council a list of interested referrals who are on the Help to Buy Home Ownership List and meet the Council's Allocation Criteria and the Association's Qualifying Criteria or liaise with the Council pursuant to such alternative practice as the Council and the Association shall agree both acting reasonably

## 7. **The Council's Nominations**

- 7.1 The Council shall within fourteen (14) days of service of the notice of intended completion, the service of the list (both referred to in Clause 6) or in accordance with such alternative practice or procedure as the parties may have agreed as provided for in this Deed, supply to the Association a Nomination Notice PROVIDED ALWAYS that by prior arrangement with the Association the Council may provide a Nomination Notice at a different date than that required by this Clause and where the Council does so provide a Nomination Notice the Association undertakes with the Council:
- 7.1.1 to use all 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 Clause 6
- 7.1.2 to notify the Council of the names of those Nominees to whom the Association intends to make offers and of the names of those Nominees to whom the Association will not make offers and the reasons for such decisions such notification to be given within three (3) weeks of the Association receiving the Nomination Notice from the Council
- 7.2 the Association may serve further lists of referrals to the Council and the Council may serve further Nomination Notices to the Association to replace some or all of those rejected Nominees which have been notified to the Council pursuant to Clause 7.1.2 unless or until each and any Dwellings have either been let or are subject to a binding contract for sale and the Association shall make a further offer to a Nominee assessed under clause 6 and shall repeat this process until all Dwellings have been let to Nominees.

## **8. Further Nominations**

- 8.1 If a Nominee acceptable to the Association in accordance with the provisions of Clause 6 either rejects the offer or does not exchange binding contracts for a Shared Ownership Lease of the Dwelling offered within six (6) weeks of draft documentation being submitted to the Nominee the Association shall make a further offer of a Shared Ownership Lease of the Dwelling to a

further Nominee acceptable to the Association in accordance with the provisions of Clause 7 PROVIDED ALWAYS in calculating any period relative to this step there shall be wholly discounted any days or periods when default or delay in the completion of that step are attributable in whole or in part to the Association

- 8.2 Where a reasonable period of time has elapsed and the Association is not able to agree a grant of Shared Ownership Lease with a Nominee the Association may seek consent from the Council to have the right to offer a Shared Ownership Lease of the Dwelling to any person having regard to the Council's shared ownership policy from time to time, having regard to the priorities specified in the S106 Agreement and the Council's Allocation Criteria PROVIDED THAT the Association is able to provide sufficient evidence so that in the reasonable opinion of the Council, the Association has used its best endeavours to market the Dwelling or Dwellings within the Council's boundaries

### **Subsequent Assignments**

## **9. Continuation of the Council's Nomination Rights**

The Association covenants with the Council that so far as permitted by statute and having regard to the funding conditions of the Homes and Communities Agency, the provisions in the Shared Ownership Leases granted in accordance with this Deed shall contain covenants whereby the Lessee is required before assigning the lease to offer it to the Association or to a Nominee of the Association and the Association will enforce such provisions against the respective Lessees

## **10. Council's Notice to the Association**



- 10.1 Where the Association [receives notice from the Lessee that a Dwelling is Available pursuant to the Shared Ownership Lease] the Association shall serve written notice to that effect on the Council and the Help to Buy Agents within 5 Working Days of becoming aware that the Dwelling is Available and provide to the Council a list of referrals (and shall promptly supply further lists of referrals if required) of persons approved as meeting the Council's Allocation Criteria and the Association's Qualifying Criteria and being on the Help to Buy Affordable Home Ownership List or liaise with the Council pursuant to such alternative practice as the Council and the Association shall agree both acting reasonably;
- 10.2 The Council may (but shall not be obliged to) serve a Nomination Notice either within five (5) working days after receipt of the list referred to in clause [10.1];
- 10.3 In the event of the above procedure being altered pursuant to clause [10.1] or as otherwise provided for in this Deed then the parties shall substitute such alternative practice or procedure in lieu of clause [10.1] above
- 10.4 For the avoidance of doubt the Council shall only be entitled to make a nomination in respect of a Subsequent Assignment and only one Nomination Notice may be made by the Council on each such occasion PROVIDED THAT if the Association rejects the Nominee before notifying the Lessee of the Nominee in accordance with the terms of the Shared Ownership Lease or if the Lessee, for whatever reason, rejects or fails to make an offer to the Nominee or if the Nominee withdraws before the Association notifies the Lessee of the Nominee then the Council reserves the right to serve a subsequent Nomination Notice and the Association shall make further offers of a Shared Ownership Lease of the Dwelling to subsequent Nominees until such time as the Association has notified the Lessee of the Nominee or the Lessee makes an offer to the Nominee in accordance with the terms of the Shared Ownership Lease, whichever is later.

## **11. Provisos**

The Association shall provide notice in writing of any changes it may from time to time propose in relation to the then current Association's Qualifying Criteria and such changes shall not take effect until the Council has agreed the same (such agreement not be unreasonably withheld or delayed) unless such change shall take effect by reason of principal or subordinate legislation or by decisions of the Homes & Communities Agency

## **12. The Association's Choice of Nominees**

- 12.1 The Association may choose to offer to grant any Nominee a Shared Ownership Lease subject to the priorities contained in the Council's Allocation Criteria and in the S106 Agreement (if any)
- 12.2 The Association shall not be obliged to offer a Shared Ownership Lease of any Dwelling to a Nominee if the Association has assessed that the Nominee has not met the Association's Qualifying Criteria for assessment of a prospective lessee under a Shared Ownership Lease of a Dwelling under the Association's control and the assessment of the Association acting reasonably shall be final and binding save in the case of manifest error

## **13. Alternative Offers by the Association**

For the avoidance of doubt if the Association is unable to make or continue to make offers to Nominees in relation to Initial Lettings or Subsequent Assignments pursuant to the provisions herein contained because:

- (a) a Nominee or such remaining Nominees have not met the Association's Qualifying Criteria; or

- (b) a Nominee or the remaining Nominees have either rejected offers of a Shared Ownership Lease of a Dwelling or failed to exchange contracts as set out in Clause 8; and
- (c) The Council has served written notice that they do not intend to serve further Nomination Notices

then the Association may offer to grant a Shared Ownership Lease of the any remaining Dwelling or nominate an Assignee or consent to an Assignee to any persons having regard to the priorities specified in the S106 Agreement (if any) and the Council's Allocation Criteria

#### 14. **Rights of Third Parties**

No third party shall have or shall acquire any benefit claim or right of any kind whatsoever pursuant to or by virtue of this Deed where but for this clause such benefit claim or right would exist or come into existence solely by virtue of the Contracts (Rights of Third Parties) Act 1999 or any statute amending or replacing such Act but this clause shall not apply to nor affect any benefit right or claim of any person which exists or shall arise other than by virtue of such Act or Statute amending or replacing such Act

#### 15. **Notices**

Any written communication or notice required by this Deed to be served on the Council shall be deemed to have been received on the second working day after posting (where evidence of posting is available) if addressed to [CONFIRM CONTACT DETAILS] at [Buckinghamshire Council, The Gatehouse, Gateway Road, Aylesbury HP19 8FF] and sent by first class post and any written communication required to be sent to the Association shall be addressed to [HOUSING ASSOCIATION REPRESENTATIVE DETAILS] and shall be deemed to have been received on the second working day after posting (where evidence of posting is available)

if addressed to him/her at the address of the Association set out above in this Agreement or such other address as the Association notifies in writing and sent to him/her by first class post or such other methods to be agreed by both parties

## 16. Disputes

16.1 In the event that any difference arises between the parties with regard to this deed such dispute shall in the first instance be referred to [HOUSING ASSOCIATION CONTACT DETAILS] of the Association and [AVDC representative] of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral

16.2 If such dispute cannot be resolved as provided for in clause 16.1 above then the dispute shall be referred to the determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen shall act as an expert and not as an arbitrator but shall consider written representations made to him/her by the parties and the costs of such persons shall be borne as (s)he may determine

## 17. Liability

No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with exercise of this Deed

## 18. Severance

18.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

18.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. **Governing Law**

19.1 This **Deed** shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**IN WITNESS** whereof the Council and the Association have caused their respective Common Seals to be affixed to this deed the day and year first hereinbefore written

## **SCHEDULE 1**

The Land at [shown edged red on the plan annexed hereto] on which the following Shared Ownership Units as specified in the s106 Agreement shall be located:

|           |                             |              |
|-----------|-----------------------------|--------------|
| [Address] | [no of beds/ no of persons] | [Flat/House] |
|-----------|-----------------------------|--------------|

## SCHEDULE 2

THIS DEED OF COVENANT is made on

201

BETWEEN

- (1) [NAME OF PARTY] whose registered office is at [ ] (“the Covenantor”); and
- (2) BUCKINGHAMSHIRE COUNCIL of The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire HP19 8FF (“the Council”)

### BACKGROUND

- (A) By a deed of nomination rights dated [ ] 201 (“the Deed”) the Council was granted rights by [original party to deed] to nominate tenants to properties at (“the Property”)
- (B) Clause of the Deed requires that a deed of covenant is entered into with the Council upon a disposition by the Association of its freehold interest in the Property
- (C) By a transfer of even date herewith the Association transferred its interest in [the Property] [the part of the Property known as [ ] (“the Transferred Property”)] to the Covenantor
- (D) The Covenantor is required to enter into this deed of covenant in accordance with [clause] of the Deed

### Agreed Terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in this deed.

##### 1.1 Definitions:

**Association:** [INSERT NAME OF ORIGINAL ASSOCIATION] and its successors in title where the provisions of the Deed apply.

**Deed:** a deed of nomination rights for the Property dated [DATE] and made between [PARTIES], and all documents supplemental to that Deed.

**Property:** [ADDRESS OR DESCRIPTION OF THE PROPERTY] as [more particularly described in and] the Deed.

##### 1.2 References to the **Council** include statutory successors in title

##### 1.3 Clause headings shall not affect the interpretation of this deed.

##### 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

##### 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

##### 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax but not e-mail.
- 1.9 Except where a contrary intention appears, references to clauses are to the clauses of this deed.
- 1.10 Where the Covenantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Covenantor arising under this deed. The Council may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.]

## NOW THIS DEED WITNESSES

### 2. Covenantor's Covenants

- 2.1 The Covenantor hereby covenants with the Council that it will at all times from the date hereof duly observe and perform all of the obligations on the part of the Association contained or referred to in the Deed [insofar as they relate to the Transferred Property/Property]
- 2.2 The Covenantor hereby covenants with the Council that it will at all times from the date hereof allow the Council to nominate nominees to [the Property] [the Transferred Property] in accordance with [clause] of the Deed
- 2.3 The Covenantor will within 28 days of completion of registration of its acquisition of [the Property] [the Transferred Property] at the Land Registry provide to the Council official copies of the register entries of its title to such property

### 3. Third party rights

- 3.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

## EXECUTION

The Parties hereto have executed this document as a deed and it is delivered on the date set out above.

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of )  
 )  
hereunto in the presence )  
of :- )

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of )  
BUCKINGHAMSHIRE )  
COUNCIL hereunto in the presence )  
of :- )



EXECUTED as a DEED by affixing the )  
Common Seal of )  
[HOUSING ASSOCIATION LIMITED] )  
hereunto in the presence of :- )

Authorised Signatory

Authorised Signatory

EXECUTED as a DEED by affixing the )  
Common Seal of BUCKINGHAMSHIRE )  
COUNCIL hereunto in the )  
presence of :- )

Chairman

Solicitor

## APPENDIX 10

### Nomination Rights Deed for Rented Units

DATED \_\_\_\_\_ 20

[ ] (1)

and

BUCKINGHAMSHIRE COUNCIL (2)

#### DEED OF NOMINATION RIGHTS

Re:- Units for rent

at

[ ]

Aylesbury

Buckinghamshire

HB Public Law  
PO Box 2  
Civic Centre  
Station Road  
Harrow  
Middlesex  
HA1 2UH

Ref: AVDC-AV017-

**THIS DEED OF NOMINATION RIGHTS** is made the                      day of                      Two thousand and  
seventeen

**BETWEEN**

- (1)        [REDACTED] (a registered society as defined in section 1 of the Co-operative and  
Community Benefit Societies Act 2014 with number [REDACTED]) of [REDACTED]  
("the Association")
- (2)        **BUCKINGHAMSHIRE COUNCIL** of The Gateway Gatehouse Road Aylesbury  
Buckinghamshire HP19 8FF ("the Council")

**WHEREAS**

- (A)        The Association has acquired or intends to acquire the freehold title to the Property referred  
to in Clause 1.7 hereof for the purposes of development of residential accommodation
- (B)        The Association has agreed to allow the Council to nominate tenants for the residential units  
at the Property upon the following terms: -
- (i)        The Council shall nominate tenants for 100% of the Initial lettings in accordance  
with clauses 3 and 4 of this Agreement
- (ii)        Thereafter and for the Nomination Period the Council shall be entitled to nominate  
75% of the tenants of Rented Units falling Void from time to time in accordance  
with clause 6 of this Agreement

**IT IS HEREBY AGREED** as follows:

**Definitions**

1.        In this Deed the following words shall have the following meanings: -
- 1.1        "the Association" (for the avoidance of doubt) includes its successors in title
- 1.2        "Chargee" means any mortgagee or chargee or any receiver (including an administrative  
receiver) appointed by such mortgagee or chargee or any other person appointed under any  
security documentation to enable such mortgagee or chargee to realise its security or any  
administrator (however appointed) including a housing administrator
- 1.3        "the Council" (for the avoidance of doubt) includes its successors in title

- 1.4 “Initial Lettings” means the first letting of any Rented Unit
- 1.5 “Nominee” means a person or persons named in a Nomination Notice as a prospective tenant
- 1.6 “Nomination Notice” means a written notice given by the Council to the Association in respect of each Void from time to time in such form as may be reasonably determined by the Council. The Nomination Notice for each one of the Rented Units shall contain up to two prospective Nominees (and for the avoidance of doubt it is agreed that a Nominee may be two or more persons) comprising one household
- 1.7 “Nomination Period” means 80 years from the date of practical completion of the Rented Units
- 1.8 “Property” means the land registered under title number [ ] which is shown for the purpose of identification edged in red on the plan annexed hereto which includes the Rented Units described in the First Schedule [and specified in the S106 Agreement]
- 1.9 “Registered Provider” means a non-profit registered provider of social housing as defined in the Housing and Regeneration Act 2008.
- 1.10 “Rented Units” means the [ ] dwellings to be constructed on the Property by the Association and more specifically described in the First Schedule
- 1.11 “S106 Agreement” means the section 106 agreement dated [ ] entered into by the Council and [other parties] pursuant to which this Deed has been entered into together with all or any deeds and documents supplemental thereto whether or not expressed to be so.
- 1.12 “Tenancy Agreement” means standard form of tenancy agreement with such amendments thereto as the Association shall from time to time consider necessary or desirable provided always that an amended version of the tenancy agreement shall be sent to the Council by the Association as soon as reasonably practicable
- 1.13 “Vacancy Notice” means a written notice given by the Association to the Council in such form as may be reasonably determined by the Council or the parties hereto from time to time
- 1.14 “Void” means a Rented Unit which is vacant as a result of:
- 1.14.1 the Tenant having moved to other accommodation provided by a landlord who does not require a right to nominate a tenant to the Association’s housing stock in return;
- or

- 1.14.2 the tenant having died and there being no right of succession to the tenancy whether under the terms of the tenancy agreement or other statute; or
- 1.14.3 the tenant having purchased a property in the private sector; or
- 1.14.4 the tenant having been evicted or having abandoned the Rented Unit; or
- 1.14.5 the tenant having been moved to alternative accommodation; or
- 1.14.6 the tenant having moved to accommodation provided by a housing authority (as that expression is defined in Section 4 of the Housing Act 1985) other than the Council; or
- 1.14.7 the tenant having moved to accommodation provided by the Council or the Association

**AND IT IS HEREBY AGREED AND DECLARED** that a Rented Unit shall not be Void when vacant as a result of:

- 1.14.8 the tenant having been rehoused via any mobility scheme where a right to nominate a tenant to the Association's housing stock is required in return; or
  - 1.14.9 the tenant having been moved to alternative accommodation temporarily but with the intention of returning to the Rented Unit; or
  - 1.14.10 the tenant having assigned the tenancy of the Rented Unit on a mutual exchange;
- 1.15 "Working Day" means any day Monday to Friday but excluding Bank and Public Holidays

NOW IT IS AGREED as follows:-

## **2. Enforceability of Covenants**

- 2.1 This Deed is made pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 609 of the Housing Act 1985
- 2.2 The obligations contained in this Deed are covenants for the purpose of Section 33 Local Government (Miscellaneous Provisions) Act 1982 and Section 609 of the Act and the covenants rights and obligations on the part of the Association shall be enforceable without any limit of time (subject to the provisions hereof) against any body or person deriving title

from the original covenantor in respect of its interest in the Property where the body or person so deriving title is a Registered Provider

- 2.3 The Association for itself and its successors in title and assigns covenant with the Council that the Association will not transfer (subject to clause 15) the Property or any part thereof without first obtaining a Deed of Covenant (in the form attached at the Second Schedule) duly executed by the Transferee so that the Transferee will duly observe and perform all of the obligations contained or referred to in this Deed of Nomination Rights

### 3. **Nomination Rights**

The Association grants to the Council the nomination rights hereinafter provided

- 3.1 As regards Initial Lettings the Association shall serve a Vacancy Notice in respect of the Rented Units at least two calendar months prior to the date on which such newly constructed or previously unoccupied Rented Units are expected to become available for occupation
- 3.2 Within ten working days of receipt of a Vacancy Notice in respect of a Rented Unit the Council shall serve a Nomination Notice upon the Association and the Association shall as soon as reasonably practicable thereafter (subject to satisfying itself regarding whether or not any Nominee falls within the category of persons for which the Association may lawfully provide housing) offer and invite the Nominee named in such Nomination Notice in such priority as the Council may specify to enter into its Tenancy Agreement

### 4. **Second Nomination Notice**

- 4.1 If all of the Nominees named in the first Nomination Notice reject the Association's offer of a Tenancy Agreement or fail to sign a Tenancy Agreement within 7 working days of offer the Association shall as soon as reasonably practicable serve a Second Vacancy Notice whereupon the procedure set out in Clause 3.2 shall be repeated except that the Council shall serve a Nomination Notice within 7 working days of receipt of the second Vacancy Notice
- 4.2 If a Nominee fails to sign a Tenancy Agreement within seven working days of the offer by the Association pursuant to the second Nomination Notice such Nominee shall be deemed to have rejected the Association's offer of a Tenancy Agreement

- 4.3 If all the Nominees named in the Nomination Notices given by the Council in response to the Association's first and second Vacancy Notices in respect of a Rented Unit reject the Association's offer of a Tenancy Agreement or fails to sign a Tenancy Agreement then the Association shall consult with the Council and may request written consent to grant a Tenancy Agreement to a person who is not a nominee of the Council
- 4.4 The Association's obligations under clauses 3 and 4 shall cease when all Rented Units have been let to Nominees or to others to whom the Association shall be permitted to let them pursuant to this Agreement except that the Council shall continue to have nomination rights in respect of 75% of Voids thereafter
5. Subject to the provisions of clauses 3 and 4 the Association will ensure that 100% of the Initial Lettings shall be to Nominees of the Council and thereafter for the Nomination Period subject to the provisions of clause 6 the Association will ensure 75% of lettings of each type of Void shall be to Nominees of the Council
- 6.
- 6.1 Upon receiving notice of or becoming aware of a Void the Association shall determine whether a Tenancy Agreement of the relevant Rented Unit should be offered to a Nominee having regard to the Association's obligations under Clause 5
- 6.2 If the Association determines that a Tenancy Agreement of such Rented Unit should be offered to a Nominee the Association shall serve a Vacancy Notice within two working days of knowledge of the Void
- 6.3 As soon as possible but in any event within ten working days of receipt of a Vacancy Notice the Council shall serve a Nomination Notice and the Association shall as soon as reasonably practicable thereafter (subject to satisfying itself as to whether or not any Nominee falls within the category of persons for which the Association may lawfully provide housing) offer a Tenancy Agreement to the Nominees named in such Nomination Notice in such priority order as the Council may specify
- 6.4 If all of the Nominees named in the first Nomination Notice reject the Association's offer of a Tenancy Agreement the Association shall serve a second Vacancy Notice whereupon the

- procedure set out in Clause 6.3 shall be repeated except that the Council shall serve a Nomination Notice within seven working days of receipt of the second Vacancy Notice
- 6.5 If a Nominee fails to sign a Tenancy Agreement within seven working days of offer of the relevant Rented Unit and being offered a Tenancy Agreement such Nominee shall be deemed to have rejected the Association's offer
- 6.6 If all of the Nominees named in the Nomination Notices given by the Council in response to the Association's first and second Vacancy Notices pursuant to clause 6.2 and 6.4 reject the Association's offer of a Tenancy Agreement the Association shall upon giving the Council two working days' notice be free to let such Rented Unit as it wishes
7. The Association shall supply to the Council in writing:
- 7.1 Details of any offer of a Tenancy Agreement made by the Association to a Nominee;
- 7.2 Details of the reason for not making any offer if the Association makes no offer of a Tenancy Agreement to any Nominee specified in the Nomination Notices served by the Council under Clauses 3.2 and 4.1 or 6.3 and 6.4; and
- 7.3 The Association and the Council will record the outcome of each offer of a tenancy in a form to be approved by the Council (such approval not to be unreasonably withheld or delayed) and in addition the Association will provide to the Council once in every year a summary of the way in which the nomination rights have operated during the twelve (12) months immediately preceding the date of the report showing how it has complied with the requirements of this Deed
8. The Association shall supply to the Council full details of its rules and a copy of its Lettings Policy at least one month prior to the service of the first Vacancy Notice and shall notify the Council of any changes in such rules and Lettings Policy from time to time
9. The Council agrees with the Association that unless the Association shall have agreed in writing to the contrary the Council shall not offer any tenancy to a Nominee or arrange for any other prospective landlord to offer any tenancy to a Nominee until such time as the Nominee has rejected the Association's offer of a Tenancy Agreement



10. The Council shall use reasonable endeavours to provide details of the ethnic origin of Nominees to enable the Association effectively to monitor whether or not it is housing an appropriate percentage of ethnic minority households in accordance with the Communities and Local Government classification
11. The Association may assign its obligations hereunder to a Registered Provider or its successors and subject to the Council's written consent being obtained (such consent not to be unreasonably withheld) and provided that prior written notice of assignment has been given to the Council at least twenty one working days prior to such assignment and the assignee has entered into a direct covenant with the Council to comply with the provisions of this Agreement then the Association shall be released from its obligations and have no further liability to the Council hereunder with effect from the date of such assignment except for breaches of its obligations under this Agreement occurring prior to that assignment
12. Any Notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting
13. In the event that any dispute arises between the parties with regard to this deed such dispute shall in the first instance be referred to the [HOUSING ASSOCIATION CONTACT DETAILS] of the Association and the Housing Needs and Advice Manager at Buckinghamshire Council, The Gatehouse, Gateway Road, Aylesbury HP19 8FF of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral
14. If such dispute cannot be resolved as provided for in clause 13 above then the dispute shall be referred to the determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen shall act as an expert and not as an arbitrator but shall consider written representations made to him/her by the parties and the costs of such persons shall be borne as (s)he may determine

15. A Chargee who is in possession or who wishes to exercise its power of sale shall over the Property or any part of it shall promptly notify the Council in writing of its intention to dispose of the Property or relevant part and for a period of three months (“the Relevant Period”) use reasonable endeavours to secure the continued availability of those Affordable Dwellings on the Property or the relevant part through the transfer of the Property or relevant part to a registered provider of social housing (as defined under the provisions of the Housing and Regeneration Act 2008) at a price sufficient to repay the mortgage or charge and all interest and reasonable costs accrued
16. In the event that despite using reasonable endeavours the Chargee is unsuccessful in disposing of the Property or the relevant part to a registered provider within the Relevant Period as required under paragraph 15, the Chargee shall supply the following information to the Council during the last week of the Relevant Period to enable itself and its successors in title to be automatically released from the terms of this Deed:
  - 16.1 notify the Council in writing of the date that the Relevant Period commenced; and
  - 16.2 produce written confirmation to the Council of the approaches that have taken place during the Relevant Period with registered providers of social housing (whose names shall be given in the said written confirmation) to secure the transfer of the Property or relevant part to them; and
17. In the event that the steps referred to in paragraphs 16.1 and 16.2 have all been taken the Chargee shall be automatically released from the terms of this Deed which shall cease to apply to the Property absolutely
18. The provisions of this Deed shall not be binding on an individual occupier or tenant of a Rented Unit in respect of which a right to acquire or any similar statutory entitlement has been exercised nor shall it be binding on their mortgages or charges from time to time
19. No third party shall have or shall acquire any benefit claim or right of any kind whatsoever pursuant to or by virtue of this Deed where but for this clause such benefit claim or right would exist or come into existence solely by virtue of the Contracts (Rights of Third Parties) Act 1999 or any statute amending or replacing such Act but this clause shall not apply to nor affect

any benefit right or claim of any person which exists or shall arise other than by virtue of such Act or Statute amending or replacing such Act

20. No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with exercise of this Deed
21. If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.
22. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision
23. This Deed shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties hereto have executed this instrument as their Deed in the presence of the persons named below the day and year first before written

THE FIRST SCHEDULE

RENTED UNITS

THE SECOND SCHEDULE

THE DEED OF COVENANT

THIS DEED OF COVENANT is made on

201

BETWEEN

- (1) [NAME OF PARTY] whose registered office is at [ ] ("the Covenantor"); and
- (2) BUCKINGHAMSHIRE COUNCIL of The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire HP19 8FF ("the Council")

BACKGROUND

- (A) By a Deed of Nomination Rights dated [ ] 201 ("the Deed") the Council was granted rights by the Association to nominate tenants to properties at ("the Property")
- (B) Clause of the Deed requires that a deed of covenant is entered into with the Council upon a disposition by the Association of its freehold interest in the Property
- (C) By a transfer of even date herewith the Association transferred its interest in [the Property] [the part of the Property known as [ ] ("the Transferred Property")] to the Covenantor
- (D) The Covenantor has agreed to enter into this Deed of Covenant in accordance with the requirements of the Deed

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

**Association:** [INSERT NAME OF ORIGINAL ASSOCIATION] and its successors in title where the provisions of the Deed apply.

**Deed:** a deed of nomination rights for the Property dated [DATE] and made between [PARTIES], and all documents supplemental to that Deed.

**Property:** [ADDRESS OR DESCRIPTION OF THE PROPERTY] as [more particularly described in and] the Deed.

1.2 References to the Council include statutory successors in title

1.3 Clause headings shall not affect the interpretation of this deed.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to writing or written includes fax but not e-mail.
- 1.9 Except where a contrary intention appears, references to clauses are to the clauses of this deed.
- 1.10 Where the Covenantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Covenantor arising under this deed. The Council may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.]

#### NOW THIS DEED WITNESSES

#### 2. COVENANTOR'S COVENANTS

- 2.1 The Covenantor hereby covenants with the Council that it will at all times from the date hereof duly observe and perform all of the obligations on the part of the Association contained or referred to in the Deed [insofar as they relate to the Transferred Property]
- 2.2 The Covenantor hereby covenants with the Council that it will at all times from the date hereof allow the Council to nominate tenants to [the Property] [the Transferred Property] in accordance with the provisions of the Deed
- 2.3 The Covenantor will within 28 days of completion of registration of its acquisition of [the Property] [the Transferred Property] at the Land Registry provide to the Council official copies of the register entries of its title to such property

#### 3. THIRD PARTY RIGHTS

- 3.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

#### EXECUTION

The Parties hereto have executed this document as a deed and it is delivered on the date set out above.

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of )  
)  
hereunto in the presence )  
of :- )

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of )  
**BUCKINGHAMSHIRE** )  
**COUNCIL** hereunto in the presence )  
of :- )

EXECUTED as a DEED by affixing the )  
Common Seal of )  
[HOUSING ASSOCIATION] )  
hereunto in the presence of :- )

Authorised Signatory

Authorised Signatory

EXECUTED as a DEED by affixing the )  
Common Seal of **BUCKINGHAMSHIRE** )  
**COUNCIL** hereunto in the )  
presence of :- )

Chairman

Monitoring Officer

## APPENDIX 11

### Outline Temporary Community Building Specification

#### 1. General

- 1.1 Provision of an appropriate portable prefabricated modular building with an internal floor space not exceeding 170 Sq.m
- 1.2 Provision of Electricity and Cold Water services and supply ducts for telephone cable / broadband connection(s);
- 1.3 Provision of electric heating and hot water.

#### 2. Schedule of Accommodation

|     |                             |          |
|-----|-----------------------------|----------|
| 2.1 | Main Hall with wooden floor | 90 Sq.m* |
| 2.2 | Foyer / Circulation         | 20 Sq.m* |
| 2.3 | Office                      | 10 Sq.m* |
| 2.4 | Storage                     | 18 Sq.m* |
| 2.5 | Meeting Room / Office       | 15 Sq.m* |
| 2.6 | Kitchen                     | 10 Sq.m* |
| 2.7 | WC                          | 3 Sq.m*  |
| 2.8 | Disabled WC / Baby Change   | 4 Sq.m*  |

\* Approximate sizes

#### 3. External Area

- 3.1 Provision of 10 parking spaces;
- 3.2 Provision of appropriate boundary treatments and hard and soft landscaped areas;
- 3.3 Provision of an appropriate accessible bin store;
- 3.4 Provision of appropriate external lighting.



## APPENDIX 12

### Outline Skate Park Specification

| No. | Facility  |
|-----|---|
| 1   | Half Pipe 1.5m high x 4.8m wide                         |
| 2   | Quarter Pipe 1.5m high x 2.4m wide                      |
| 1   | Jump Box 0.4m high with 15 degree Ramps and Grind Block |
| 1   | Runway 0.6m high with 20 degree Ramps                   |
| 1   | 25 degree Flat Ramp 1.5m high x 2.4m wide               |
| 1   | 30 degree Flat Ramp 1.5m high x 2.4m wide               |

#### 1. General

- 1.1 Guard Rails to be provided as appropriate;
- 1.2 Design and materials to be in accordance with the relevant Design Code;
- 1.3 Provision of appropriate boundary treatments and any associated hard and soft landscaped areas and in accordance with the relevant Design Code.

## APPENDIX 13

### Highway Works

| Works   | Drawing No                                    |
|---|---|
| Improvements to Bottle Dump Roundabout including a Pegasus Crossing on Whaddon Road and provision of CCTV camera and variable message signs | 1067760 - D018 Rev A and 1067760 - D015 Rev D |
| Improvements to Whaddon Road / A421 Roundabout  | 1067760 - D019 Rev B                          |
| Whaddon Road Site Access  | 1067760 – D014 Rev D and 1067760 – D007 Rev C |
| Buckingham Road Site Access including toucan crossings on Buckingham Road (East)  | 1067760 – D017 Rev C and 1067760 - D016 Rev B |

### Highway Works Specification

#### General

1. All highway works to be carried out within Buckinghamshire are subject to the following criteria:
  - 1.1 all highway works are subject to detailed design, including a stage 1 and stage 2 road safety audit.
  - 1.2 unless otherwise agreed by the Council, each highway agreement entered into with the Council shall be subject to the following requirements:
    - 1.2.1 payment of a bond, cash deposit, surety or other form of guarantee or security in respect of the works;
    - 1.2.2 payment of an emergency traffic management contribution to provide emergency traffic management measures in respect of the works during the construction and maintenance period;
    - 1.2.3 payment of the Council's reasonable legal costs in preparing and settling the relevant highway agreement;
    - 1.2.4 payment of the Council's engineers' fees in the administration, design check and inspection of the works that are subject to the relevant highway agreement; and
    - 1.2.5 payment of any costs associated with new or amended Traffic Regulation Orders and commuted sums for further maintenance of adoptable highway items.

#### Traffic Signals

2. All traffic signals installations within Buckinghamshire must as a minimum have fault monitoring enabled and installed to link to the Council's monitoring systems including the developer providing an approved communications link at their own cost.

3. For traffic signals junctions CCTV cameras are required (unless the authority notifies the developer of an exception), these must be compatible with our existing systems. Early engagement with the authorities ITS team is recommended.
4. All signals equipment must be capable of being monitored through the council's existing remote monitoring systems, any equipment that is outside the current contracted maintenance schedule may incur a requirement for an increased commuted sum for maintenance.
5. All traffic signals installations require ducting throughout the extents of the works to incorporate the minimum of two spare orange ducts and one purple communications duct, where reasonably possible these should also connect into the authorities existing duct network.

#### Traffic Calming

6. The developer is responsible for undertaking statutory consultation on traffic calming schemes, including all associated costs, in conjunction with the Council.
7. The developer will be required to consider the outcome of the statutory consultation and revise the traffic calming scheme in accordance with the Council's requirements.
8. All traffic calming schemes are subject to detailed design, including a stage 1 and stage 2 road safety audit.
9. For avoidance of doubt the Council will not enter into a highways agreement until such time as the necessary statutory consultation has been undertaken and the traffic calming scheme has been approved.

## **APPENDIX 14**

### **Public Transport Framework Specification**

IN WITNESS whereof the Council the Owners have executed this instrument as a Deed in the presence of the person(s) mentioned below and the Owners have signed this instrument as a Deed in the presence of the person(s) mentioned below the day and year first before written

EXECUTED as a Deed by affixing the )  
Common Seal of **BUCKINGHAMSHIRE** )  
**COUNCIL** )  
hereunto in the presence of:- )

Authorised Signatory

SIGNED as a Deed by )  
**JANET WILSON** )  
in the presence of:- )

Signature of Witness:

Print Name:

Address:

Occupation:

SIGNED as a Deed by )  
**IRENE SMITH** )  
in the presence of:- )

Signature of Witness:

Print Name:

Address:

Occupation:

SIGNED as a Deed by )  
**RICHARD WILLIAM MAYCOCK** )  
in the presence of:- )

Signature of Witness:

Print Name:

Address:

Occupation:

Executed as a deed by )  
**BELLCROSS COMPANY LIMITED** )  
acting by: )

Director

Director/Secretary

Executed as a deed by  
**CONNOLLY HOMES PLC**  
acting by:

)  
)  
)

Director

Director/Secretary

Executed as a deed by  
**HALLAM LAND MANAGEMENT  
LIMITED**

)  
)  
)

acting by:

)

Director

Director/Secretary

Executed as a deed by  
**WILLIAM DAVIS LIMITED**

)  
)

acting by:

)

Director

Director/Secretary

Executed as a deed by  
**TAYLOR WIMPEY UK LIMITED**  
acting by:

)  
)  
)

Director

Director/Secretary

Executed as a deed by  
**BARCLAYS BANK PLC**  
acting by:

)  
)  
)

Director

Director/Secretary