

DATED 20th December 2019

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|---|------------|
| SUE GP LLP and
SUE GP NOMINEE LIMITED | (1) |
| RUGBY RADIO STATION (GENERAL
PARTNER) LIMITED and RUGBY
RADIO STATION (NOMINEE) LIMITED
as TRUSTEES OF RUGBY RADIO
STATION LIMITED PARTNERSHIP | (2) |
| HOMES AND COMMUNITIES AGENCY | (3) |
| RUGBY BOROUGH COUNCIL | (4) |
| WARWICKSHIRE COUNTY COUNCIL | (5) |
| MORRIS HOMES (MIDLANDS) LIMITED | (6) |
| CREST NICHOLSON OPERATIONS
LIMITED | (7) |
| REDROW HOMES LIMITED | (8) |

DEED OF VARIATION

**made pursuant to Section 106A of the
Town and Country Planning Act 1990
relating to land at Rugby Radio Station**

MILLS & REEVE

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This Deed of agreement is dated 20th December

2019

PARTIES

- (1) **SUE GP LLP** (LLP registration number OC392673) and **SUE GP NOMINEE LIMITED** (company registration number 09000390) (“the **First Owner**”)
- (2) **RUGBY RADIO STATION (GENERAL PARTNER) LIMITED** (Company Registration No. 04944892) and **RUGBY RADIO STATION (NOMINEE) LIMITED** (Company Registration No. 04943904) as trustees of **RUGBY RADIO STATION LIMITED PARTNERSHIP** (Company Registration No LP009085) (“the **Second Owner**”)
- (3) **HOMES AND COMMUNITIES AGENCY** of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7HQ (“the **HCA**”)
- (4) **RUGBY BOROUGH COUNCIL** of Town Hall Evreux Way Rugby Warwickshire CV21 2RR (“**Borough Council**”)
- (5) **WARWICKSHIRE COUNTY COUNCIL** of Shire Hall Warwick Warwickshire CV34 4RL (“**County Council**”)
- (6) **MORRIS HOMES (MIDLANDS) LIMITED** (registered in England number 00184652) whose registered office is at Morland House, Altrincham Road, Wilmslow, Cheshire SK9 5NW (“**Purchaser 1**”)
- (7) **CREST NICHOLSON OPERATIONS LIMITED** (registered in England number 01168311) whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey KT16 9GN (“**Purchaser 2**”)
- (8) **REDROW HOMES LIMITED** (registered in England number 01990710) whose registered office is at Redrow House, St David’s Park, Flintshire CH5 3RX (“**Purchaser 3**”)

INTRODUCTION

- (A) The Borough Council is the local planning authority for the purposes of the Act for the area in which the Site and the Further Land are situated.
- (B) The County Council is the local highway authority and the local authority for statutory age education and pre statutory age education and childcare and is also the local planning authority for the area in which the Site is situated.
- (C) This deed relates to the Site subject to the terms hereof. As a result of a transfer of part of title WK460498 dated 10 April 2014, a transfer of part of titles WK446600 and WK255907 dated 15 April 2014, and a transfer of a portfolio of titles dated 16 April 2015, between them the First Owner and the Second Owner (together, “the **Owners**”) own the freehold of the Site, save for:
 - 1) those parts which have been disposed of to the Purchasers;
 - 2) parts which have been disposed of to Statutory Undertakers (against which parts the Obligations in the 2014 Agreement do not relate and are not enforceable, pursuant to clause 4.4 of the 2014 Agreement);
 - 3) Exempt Units which have been disposed of to Beneficial Occupiers; and

- 4) the School Site for the First Primary School (and see further clause 4 below).
- (D) The HCA is the registered proprietor of the charge dated 21 March 2016 granted by the First Owner over part of the Site ("**the HCA Charge**") and has agreed to enter into this Deed to give its consent to the terms of this Deed.
- (E) This Deed is entered into under section 106A of the Act and is supplemental to the 2014 Agreement.
- (F) Without prejudice to the other terms contained in the 2014 Agreement the parties to this Deed have agreed to vary the terms of the 2014 Agreement as set out in this Deed.
- (G) The intention of the Parties is that the As-Varied Agreement attached at Schedule 1 hereto will be a version of the 2014 Agreement incorporating all of the amendments effected up to and including the date of this Deed, thereby avoiding in many circumstances the need to cross-refer as between documents.

NOW THIS DEED WITNESSES as follows:

1 Definitions and Interpretation

1.1 The following words and phrases shall unless the context otherwise requires bear the following meanings:

"2014 Agreement"	the agreement made pursuant to section 106 of the Act dated 21 May 2014 between the Second Owner (1) the Borough Council (2) and the County Council (3) as varied by the First DoV and the Second DoV and as supplemented by the Supplemental Deed
"As-Varied Agreement"	the form of agreement attached to this Deed at Schedule 1, being a conformed copy of the 2014 Agreement (excluding Annex I, Appendix 1 and the Plans) with further amendments shown as tracked changes;
"First DoV"	the agreement made pursuant to section 106A of the Act dated 25 May 2017 between the parties hereto (save for the Purchasers); and
"Purchasers"	Purchaser 1, Purchaser 2 and Purchaser 3;
"Second DoV"	the agreement made pursuant to section 106A of the Act dated 28 June 2017 between the parties hereto (save for the Purchasers); and
"Supplemental Deed"	the planning obligation by undertaking pursuant to section 106 of the Act dated <i>17 DEC 2019</i> relating to land at the former Radio Station site, Rugby given by the First Owner and the HCA to the Borough Council and the County Council the effect of which was to extend the Site so as to include the parts of the Further Land identified therein.

- 1.2 Where in this Deed reference is made to any clause, paragraph, Schedule (including Part), Annex or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Schedule (including Part), Annex or recital in this Deed.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.6 The headings and contents list are for reference only and shall not affect construction.
- 1.7 Where in any Schedule or part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule.
- 1.8 Where words and expressions used in this Deed are not defined in this Deed but are defined in the 2014 Agreement they shall have the same meaning in this Deed as they do in the 2014 Agreement.

2 Legal basis

- 2.1 As herein provided this Deed is completed pursuant to section 106A of the Act.

3 Variation of the 2014 Agreement

- 3.1 Pursuant to section 106A of the Act the Owners, the Borough Council and the County Council agree that the 2014 Agreement shall be varied by:
 - 3.1.1 deleting the wording shown as struck-through red text in the As-Varied Agreement; and
 - 3.1.2 inserting the wording shown as underlined blue text in the As-Varied Agreement.
- 3.2 Save as provided for in this Deed the provisions of the 2014 Agreement remain unchanged in relation to the Site.

4 Acknowledgement of School Building Notice

- 4.1 The parties agree and acknowledge that:
 - 4.1.1 the First Owner served and the County Council accepted on 5 July 2016 a School Building Notice in relation to the First Primary School and therefore the First Owner has for the purposes of the 2014 Agreement elected to provide the First Primary School;

- 4.1.2 the First Primary School Phase 1 has been delivered and the First Owner transferred the School Site for the First Primary School to the County Council on 22 May 2018;
- 4.1.3 the First Owner will be responsible for delivery of the First Primary School Phase 2 to comply with the 2014 Agreement; and
- 4.1.4 subject to the School Review Process the First Owner may be responsible for delivery of such Additional FE or alternatively may elect to pay School Payment 5 to the County Council.

5 Miscellaneous

- 5.1 The Owners shall pay to the Borough Council and to the County Council on completion of this Deed the respective reasonable legal costs of the Borough Council and the County Council incurred in the negotiation, preparation and execution of this Deed.
- 5.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.3 This Deed shall be registrable as a local land charge by the Borough Council.
- 5.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 5.6 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

6 HCA consent and liability of mortgagees

- 6.1 The HCA acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in or varied pursuant to this Deed and that the security of the HCA Charge over the Site shall take effect subject to this Deed **PROVIDED THAT** the HCA shall have no liability under this Deed or the 2014 Agreement unless it takes possession of the Site pursuant to the HCA Charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.
- 6.2 Any mortgagee or chargee acquiring security over the Site or any part of it following completion of this Deed shall be bound by the obligations contained in or varied pursuant to this Deed and the security of its mortgage or charge shall take effect subject to this Deed **PROVIDED THAT** such mortgagee or chargee shall have no liability under this Deed or the 2014 Agreement unless it takes possession of the Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

7 Jurisdiction

7.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

8 Counterparts

8.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed. No counterpart shall be effective until each party has executed at least one counterpart.

9 Delivery

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

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

Schedule 1 – As-Varied Agreement

DATED

21 May 2014

**RUGBY RADIO STATION (GENERAL
PARTNER) LIMITED and RUGBY
RADIO STATION (NOMINEE) LIMITED
as TRUSTEES OF RUGBY RADIO
STATION LIMITED PARTNERSHIP** (1)

RUGBY BOROUGH COUNCIL (2)

and

WARWICKSHIRE COUNTY COUNCIL (3)

**PLANNING OBLIGATION BY DEED OF
AGREEMENT UNDER SECTION 106 OF
THE TOWN AND COUNTRY PLANNING
ACT 1990**

**Relating to land at Rugby Radio
Station**

MILLS & REEVE

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This Deed of agreement is dated 21 May 2014

PARTIES

- (1) **RUGBY RADIO STATION (GENERAL PARTNER) LIMITED** (Company Registration No. 04944892) and **RUGBY RADIO STATION (NOMINEE) LIMITED** (Company Registration No. 04943904) as trustees of **RUGBY RADIO STATION LIMITED PARTNERSHIP** (Company Registration No LP009085) (“the Owner”)
- (2) **RUGBY BOROUGH COUNCIL** of Town Hall Evreux Way Rugby Warwickshire CV21 2RR (“**Borough Council**”)
- (3) **WARWICKSHIRE COUNTY COUNCIL** of Shire Hall Warwick Warwickshire CV34 4RL (“**County Council**”)

INTRODUCTION

- (A) The Borough Council is the local planning authority for the purposes of the Act for the area in which the Site and the Further Land are situated.
- (B) The County Council is the local highway authority and the local authority for statutory age education and pre statutory age education and childcare and is also the local planning authority for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site as set out Schedule 1 Part 1 (subject to the matters referred to on the relevant registers of title and in relation to parts of the Site further affected by farm business tenancies which the Owner proposes will be brought to an end in a way consistent with delivery of the Development).
- (D) The Owner has submitted the Application to the Borough Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (E) The Borough Council resolved on 8 January 2014 and 19 February 2014 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES as follows:

1 Definitions

“A Station”	an existing building within the curtilage of C Station shown marked ‘A’ on the Listed Building Plan
“Act”	the Town and Country Planning Act 1990 as amended
“Additional FE”	the potential required additional FE which may be provided at a Primary School and/or the additional capacity which may be provided at the Secondary School at an advanced stage in the Development which may for the purposes of the School Review Process include part of an FE
“Affordable Housing”	has the meaning given to it in Annex 2 of the

National Planning Policy Framework (March 2012)
or any replacement thereof

"Affordable Housing Dwellings"

Affordable Housing in the form of Affordable Rent Dwellings, Social Rent Dwellings or Intermediate Dwellings as the case may be and identified as such in accordance with this Deed

"Affordable Housing Parcel"

a Residential Reserved Matters Area which includes Affordable Housing Dwellings (but may also include Market Dwellings)

"Affordable Housing Parcel Scheme"

for an Affordable Housing Parcel a scheme for the delivery of Affordable Housing within the same which is in conformity with the relevant ~~Key Phase Portion~~ Affordable Housing Delivery Plan ~~subject to (or as the case may be the Key phase-Phase 1/2 Affordable Housing Delivery Arrangements)~~ and which identifies:

- 1 the quantum of Affordable Housing Dwellings within that Affordable Housing Parcel;
- 2 the size, type, tenure distribution and layout of the Affordable Housing Dwellings within that Affordable Housing Parcel including a Tenure Allocation;
- 3 the proposed minimum design code and construction standards for the Affordable Housing Dwellings;
- 4 proposals for the timing of delivery of the Affordable Housing Dwellings within that Affordable Housing Parcel where relevant to be proportionate to the delivery of any Market Dwellings within that Affordable Housing Parcel and in those circumstances any proposed Trigger Event being a number of Market Dwellings and the corresponding number of Affordable Housing Dwellings ("**Prescribed Number**") to be provided no later than the corresponding Trigger Event (including what is to qualify as "provide" in the context of Obligations 23 and 24 including as appropriate in relation to any Low Cost Homes for Sale);
- 5 where any Low Cost Home for Sale is included proposals for the securing of the discount for the benefit of future buyers and the terms of the initial transfer of the Low Cost Home for Sale; and

- 6 proposals for the level of nominations to be given to the Borough Council other than for any Low Cost Homes for Sale where the discount is preserved for future occupiers

“Affordable Housing Review Process Timetable”

the timetable for the carrying out of the Review Process to set the requirements for Affordable Housing in each Portion in accordance with the Trigger Events set out in Annex C Paragraph 6:

“Affordable Rent Dwellings”

Dwellings let by a local authority or a Registered Provider and made available for rent to households who are eligible for social rented housing and subject to rent controls that require them to be offered at a rent of no more than 80% of the local market rent (including service charges where applicable)

“Allocations Policy”

the Borough Council's adopted policy current from time to time determining the manner in which Affordable Housing is allocated to meet local housing need in the Borough Council's area

“Allotments”

an area of land set aside as permitted pursuant to the Planning Permission for the growing of food crops and for ancillary car parking by individuals on a non-commercial basis

“Application”

the application for outline planning permission submitted to the Borough Council for the Development on the Application Site and allocated reference number R11/0699 including any Section 73 Application

“Application Site”

that land edged red on the Site Plan comprising the Site and the Further Land

“Approval”

approval in writing by the Borough Council or the County Council as the case may be such approval not to be unreasonably withheld or delayed or Determination and **“Approve/Approved”** shall be construed accordingly

“Baxter Index”

the indices published by Her Majesty's Stationary Office in the Monthly Bulletin of Indices – Civil Engineering Formula 1990 Series to be weighted in the proportions Labour and Supervision 25%, Plant and Road Vehicles 25%, Aggregate 30% and Coated Macadam and Bitumen Products 20%

“BCIS Index”

The Building Cost Information Service All-in Tender Price Index published by the Royal Institution of Chartered Surveyors

“Beneficial Occupier”	a person deriving title from the Owner to any Exempt Unit in order to Occupy the same or to allow Occupation of the same by one or more licensees or tenants
“Bus Priority Works Contribution”	the sum of One Hundred and Twenty Five Thousand Pounds (£125,000) for the purposes of delivering bus priority measures to support Bus Services (there being two such payments required by this Deed totaling Two Hundred and Fifty Thousand Pounds (£250,000)) payable in accordance with Obligations 77 and 79
“Bus Services”	<p>the provision of bus services serving the Development in accordance with the Site Wide Travel Plan to assist in achieving the targets set out therein such services to be:</p> <ol style="list-style-type: none"> 1 tailored to the needs of the Development and its phased construction; and 2 flexible enough to address the needs arising from the origin and destination of those living and employed at and travelling to and from the Development; <p>as determined through the Transport Review Group but based on an initial level of service set out in Part 1 of Annex B and thereafter at a level of service within the general scope as is set out indicatively in Part 2 Annex B</p>
“Bus Services Fund”	the sum of Eight Million Pounds (£8,000,000) for the purposes of providing Bus Services
“C Station”	the existing heritage Grade 2 listed building shown marked 'C' on the Listed Building Plan
“Canal Corridor Contribution”	the sum of Fifty Thousand Pounds (£50,000) for the purposes of improvements to the canal corridor and towpath neighbouring the Application Site in accordance with Obligation 52
“Centre”	the District Centre or a Local Centre as the context requires
“Certification Procedure”	the procedure for the inspection, notification of defects or rectification of defects set out in Annex F or such other procedure as may from time to time be agreed between the owner and the Borough Council
“Chargee”	any mortgagee or chargee of a Registered Provider or of any Affordable Housing Dwelling or

any successor in title to the same or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

“Commencement of Development”

the first date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site or part thereof as the context requires other than (for the purposes of this Deed and for no other purpose):

- 1 works of demolition including the removal of resulting materials (unless they are to be reused in the Development) and consequential making good;
- 2 works to stabilise and support existing structures;
- 3 surveys including invasive works;
- 4 remedial work in respect of any contamination or other adverse ground conditions;
- 5 works of ecological mitigation;
- 6 site clearance;
- 7 archaeological or ground investigations;
- 8 erection of temporary fencing or temporary hoardings including site notices;
- 9 erection of temporary security measures and/or temporary lighting;
- 10 erection of temporary buildings, structures or compounds directly linked to anticipated construction;
- 11 construction of temporary roadways; and
- 12 laying, removal or diversion of Services

and “**Commence**” and “**Commencement**” shall be construed accordingly

“Community Facilities”

facilities and premises for community use to comprise in aggregate two thousand nine hundred square metres (2,900m²) of space which may include elements of the Indoor Sports Facilities and may include a library the detail and nature of which is to be identified within one or more Key

	Phases and references to “a Community Facility” shall mean such a facility for which a delivery programme is approved under Planning Condition 11 (b)
“Community Facilities Delivery Timetable”	a timetable for provision of Community Facilities within the Development so that elements of the Community Facilities are available for community use in accordance with the following Trigger Events (each expressed as Dwellings Occupied); 900, 2700, and 4500 and for the purposes of this definition “available for community use” shall mean that the relevant Community Facility is capable of being immediately used for the function for which it was designed
“Completion Certificate”	has the meaning given in the Certification Procedure
“CPT Index”	the Confederation for Passenger Transport (CPT) Bus Operators Costs Index for Midlands
“Cycle and Pedestrian Links Contribution”	the sum of One Hundred Thousand Pounds (£100,000) for the purposes of creating new and enhancing existing offsite cycle and pedestrian facilities in order to link the Site with residential and employment areas in Rugby including in Rugby town centre (there being two such payments required by this Deed totalling Two Hundred Thousand Pounds (£200,000)) payable in accordance with Obligations 81 and 83
“Delivery Management Strategy”	the strategy so called and to be approved under Planning Condition 6
“Determined”	determined under clause 10 and “Determination” shall be construed accordingly
“Development”	the development of the Application Site as permitted by the Planning Permission for the development described in Schedule 1 Part 2 or as described in any Section 73 Permission
“Development Plan”	has the meaning given in the Act
“Development Unit”	a single Dwelling or fifty three square metres (53 m ²) (gross external) of Employment Space for purposes within Use Class B1(a) or (b) or one hundred and forty eight square metres (148 m ²) (gross external) of Employment Space for purposes within Use Class B1(c), B2 or B8
“DfE”	The Department for Education or any other Government Department responsible for schools

“District Centre”

an area of the Application Site incorporating C Station providing a mix of uses with maximum unit numbers or floorspace in accordance with Planning Conditions 44, 46 and 47

“District & Local Centres Marketing Strategy”

a strategy for the marketing of the facilities and opportunities within each of the District Centre and the Local Centres in order to facilitate the securing of occupiers such strategy to include:

- 1 the range of facilities in each Centre (to include in the case of the District Centre the Health Facility) likely to be made available for letting and/or purchase;
- 2 the principles to be applied to the timing of bringing forward of the facilities within each Centre;
- 3 the principles to be applied to the marketing of the facilities within each Centre having regard to the range of facilities within the relevant Centre and to the timing of marketing (beginning of marketing and the duration), the use of agents, advertisements and other methods of seeking interest in the facilities;
- 4 proposals for matters to be included within a quarterly report to the Borough Council (“**Marketing Report**”) as required by Obligation 69 having regard to the above such matters to include notification to the Borough Council on progress as to the securing of occupiers; and
- 5 proposals for the process for agreement or Determination of any revisions to the strategy as the Owner may from time to time propose

and when the term is used in this Deed it shall be a reference to the strategy as reviewed and so Approved by the Borough Council

“Dwelling”

any dwelling (including a house maisonette or flat) permitted by the Planning Permission and for the purposes of clause 4 shall include any land included with the Dwelling in the legal document effecting its disposal

“Early Parcels”

the Early Parcels (Blue) and the Early Parcels (Green)

“Early Parcels (Blue)”	the land shown edged bold blue on the Early Parcels Plan
“Early Parcels (Green)”	the land shown edged green on the Early Parcels Plan
“Early Parcels Plan”	the plan so marked and attached hereto
“Early Parcels With Affordable Housing”	those Early Parcels (Green) that are hatched in green on the Early Parcels Plan
“Early Works Approval”	<p>a Reserved Matters Approval comprising only one or more of the following (and no other development):</p> <ol style="list-style-type: none"> 1 works of demolition including the removal of resulting materials (unless they are to be reused in the Development) and consequential making good; 2 works to stabilise and support existing structures; 3 surveys including invasive works; 4 remedial work in respect of any contamination or other adverse ground conditions; 5 works of ecological mitigation; 6 site clearance; 7 archaeological or ground investigations; 8 erection of fencing or hoardings including site notices; 9 erection of security measures and/or lighting; 10 erection of temporary buildings, structures or compounds directly linked to anticipated construction; 11 construction of temporary roadways; 12 laying, removal or diversion of Services; and 13 construction of roads and road corridor infrastructure (ancillary landscaping, street furniture and Services)
“Eligible Household”	a person in need of Affordable Housing as

	determined by the Registered Provider and Approved by the Borough Council's Head of Housing
"Employment Reserved Matters Area"	a Reserved Matters Area which comprises one or more buildings to be used as Employment Space together with any ancillary services roads car parking and landscaping
"Employment Space"	the external gross floor area in m ² of buildings within an Employment Reserved Matters Area for purposes within Use Classes B1, B2 or B8
"Employment Unit"	a unit of Employment Space which is in separate Occupation
"Enforcing Authority"	the Borough Council and/or the County Council as relevant to the context being the authority able to enforce a relevant Obligation
"Event"	has the meaning given in clause 4.3.2
"Exempt Reserved Matters Area"	a Reserved Matters Area other than a Residential Reserved Matters Area or an Employment Reserved Matters Area
"Exempt Unit"	unless otherwise set out in any of Schedules 3-12 any of: i) a Dwelling; ii) an Employment Unit; or iii) a unit in separate Occupation for purposes within Use Classes A1 – A5 inclusive, C1, D1 and D2
"FE"	a form of entry being a reference to the capacity of a school to accommodate pupils according to the number of classes (or 30 pupils) per year group so that a reference to "1FE" means a single class per year group, "2FE" means two classes per year group and "3FE" means three classes per year group
"Final Certificate"	a certificate of final completion of construction works or laying out in respect of the relevant area of Open Space or Community Facility issued by the Owner's architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) or in the event that the relevant area of Open Space or Community Facility is laid out or constructed by a party other than the Owner the issue of such a certificate by that other party's architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) in the circumstances provided for in the Certification Procedure
"First Heritage Report"	a report in relation to the A Station and the C

	Station undertaken by a suitably qualified person which report identifies any works needed in relation to each of the A Station and the C Station in order to render them wind and water tight (" First Heritage Works ")
"First Primary School"	the Primary School which is the first Primary School in time to be included in a Key Phase and which subject to the location of the Additional FE is to be delivered in two phases each comprising a single FE (" First Primary School phase 1 " and " First Primary School phase 2 ")
"First Primary School Site"	the site Identified for the First Primary School
"Formal Open Space"	those areas so marked on the Open Space Delivery and Management Plan being formal open space providing outdoor recreation and leisure facilities and green infrastructure and which may also incorporate elements of the Indoor Sports Facilities and buildings ancillary to Formal Open Space such as sports pavilions clubhouses and changing rooms
"Formal Open Space 1"	the Formal Open Space which is the first Formal Open Space in time to be Identified
"Formal Open Space 2"	the Formal Open Space which is the second Formal Open Space in time to be Identified
"Formal Open Space 3"	the Formal Open Space which is the third Formal Open Space in time to be Identified
"Further Land"	that part of the Application Site which is not within the Site and which is shown coloured yellow on the Site Plan
"Further Provisions"	Sections 111, 120 and 130 of LGA 1972, Section 2 of LGA 2000, Section 1 of the Localism Act 2011, Section 9 of the Open Spaces Act 1906 and all other enabling powers which may be relevant for the purposes of giving validity to any relevant Obligation or facilitating its enforcement
"Health Facility Land Criteria"	a single parcel of land which is: <ul style="list-style-type: none"> 1 located within the District Centre; 2 Serviced; 3 extending to approximately 0.3 hectares suitable for construction of a building to accommodate a GP surgery for 8 general medical practitioners (including appropriate support) together with appropriate parking

unless parking within and serving the District Centre is provided centrally ("**Health Facility**").

"Health Facility Land Offer"	delivery to a Health Provider of a single contract on reasonable commercial terms to dispose of and acquire for a nominal consideration of £1 the freehold of a parcel of land meeting the Health Facility Land Criteria executed as a deed by the Owner which shall be delivered and shall remain open for 56 days with the intention that the Health Provider may sign and date the contract so that it becomes legally enforceable between the parties
"Health Provider"	a person or persons providing primary health care facilities
"Highway Payments"	each of those payments provided for in Annex E Part 2 for the purpose of the Highway Works and " Highway Payment " shall be construed accordingly
"Highway Payments Timetable"	a timetable for the payment of the Highway Payments in accordance with the Trigger Events set out in Annex E Part 2 and for the purpose of the Highway Works
"Highway Works"	those works listed in Annex E Part 1 and related to the Highway Payments
"Identified"	where in accordance with clause 4 all or part of the Site is Land Bound or Land Released the Identification of such land shall be in accordance with the following: <ol style="list-style-type: none">1 for a School Site/School - identified on a plan approved pursuant to Obligation 1 or in the place of any particular area of School Site/School so Identified, such other site as the Owner and the County Council may subsequently agree to substitute for it.2 for a Reserved Matters Area – identified in the relevant Reserved Matters Approval3 for Open Space - identified as such within a Reserved Matters Area or in the place of any particular area of Open Space so Identified, such other land as the Owner and the Borough Council may subsequently agree to substitute for it.4 for any RP Land– identified under the legal document effecting its disposal to a Registered Provider

- 5 for a Key Phase – identified under Planning Condition 9
- 6 for a Community Facility – identified as such within a Reserved Matters Area or in the place of any particular Community Facility so Identified, such other ;and as the Owner and the Borough Council may subsequently agree to substitute for it.
- 7 for a Dwelling – identified under the legal document effecting its disposal to a Beneficial Occupier
- 8 for an Employment Unit – identified in the legal document effecting its disposal to a Beneficial Occupier
- 9 for a Large Unit/Small Unit – identified as such within a Reserved Matters Area
- 10 for an Exempt Unit – identified in the legal document effecting its disposal to a Beneficial Occupier

For the avoidance of doubt, if the Owner or the Borough Council or as the case may be the County Council agree a substituted School Site, Open Space or Community Facility, any Obligation(s) in in respect of which the relevant School Site, Open Space or Community Facility is Land Bound separately from the rest of the Site shall thereafter relate to and be enforceable in relation to the land so substituted and shall cease to relate to and be enforceable in relation to the land previously Identified.

“Implemented”

in the context of the Management Scheme or Public Access Scheme means performed according to the terms of the same as the case may be to the satisfaction of the Borough Council

“Index Linked”

linked to the Relevant Index such that any sum or financial contribution which is so linked in this Deed shall be increased or decreased by reference to the Relevant Index PROVIDED THAT if the reference base used to compile the Relevant Index changes after the date of this Deed but before payment of any sum which is Index Linked in this Deed the figure taken to be shown in the Relevant Index after the change is to be the figure that would have been shown in the Relevant Index if the reference base current at the date of this Deed had been retained

“Indoor Sports Facilities”	facilities and premises for indoor sports and recreation to form part of the three thousand one hundred square metres (3,100m ²) of Use Class D2 space which may include sports pavilions, clubhouses and changing rooms ancillary to Formal Open Space and which may be co-located with Community Facilities and/or a School
“Intermediate Dwelling”	a Dwelling for sale or rent provided at a cost above that of a Social Rent Dwelling but below market levels and falling within the definition of Affordable Housing and including Shared Ownership Dwellings and Low Cost Homes for Sale and other homes for intermediate rent but excluding Affordable Rent Dwellings
“Interest”	interest at four per cent per annum above the base lending rate of the Co-Operative Bank plc
“IRR”	internal rate of return
“Key Phase”	a part of the Development as shall be Identified as a Key Phase under Planning Condition 9
“Key Phase 1”	the first Key Phase (in time) in relation to which the requirements of Planning Condition 9 have been satisfied
“Key Phase 2”	The second Key Phase (in time) in relation to which the requirements of Planning Condition 9 have been satisfied
“Key Phase 1 Affordable Housing Quanta”	<p>subject to the Key Phase 1/2 Affordable Housing Delivery Arrangements the provision of the following percentages of Affordable Housing in Key Phase 1:</p> <ol style="list-style-type: none"> 1 zero percent (0%) of the first three hundred and fifty (350) Dwellings to be Practically Completed shall be Affordable Housing Dwellings; 2 eight (8) Shared Ownership Dwellings from the Dwellings which are in order of Practical Completion between and including the three hundred and fifty first (351st) and the five hundredth (500th) to be Practically Completed; and 3 ten percent (10%) of the remainder of the Dwellings within Key Phase 1 (above the first five hundred (500)) shall be Affordable Housing Dwellings at the Preferred Tenure Mix;

“Key Phase 1/2 Affordable Housing Delivery Arrangements”

the arrangements for the delivery of Affordable Housing on Key Phase 1 and Key Phase 2 approved by the Borough Council as set out in Annex J

“Key-Phase Affordable Housing Delivery Plan”

~~subject to the Key-Phase 1/2 Affordable Housing Delivery Arrangements in relation to a Key Phase a scheme for the delivery of Affordable Housing on that Key Phase which for each Subsequent Key Phase incorporates the Outcomes of the Review Process such scheme to include:~~

- ~~1. the quantum of Market Dwellings and Affordable Housing Dwellings proposed for the Key Phase being either the Key Phase 1 Affordable Housing Quanta or for a Subsequent Key Phase as agreed or Determined through the Review Process as the case may be;~~
- ~~2. the tenure mix for the Affordable Housing within the Key Phase being the Preferred Tenure Mix or for a Subsequent Key Phase as agreed or Determined through the Review Process as the case may be but subject to the Policy Target and the Social Rent Cap;~~
- ~~3. the principles to be applied to the following matters in relation to Affordable Housing Dwellings within the Key Phase: size (which shall not be required to exceed the minimum housing quality indicators for size (HQIs) or minimum size standards if HQIs are removed published from time to time by the HCA or equivalent body), dwelling type, distribution, timing of delivery (which for a Subsequent Key Phase shall be as agreed or Determined through the Review Process), layout of Affordable Housing Dwellings across the Key Phase and the eligibility of persons to acquire Low Cost Homes for Sale;~~
- ~~4. the principles to be applied in relation to the seeking of interest from and the making of offers to Registered Providers and to any proposals for changes to the agreed or Determined tenure mix to reflect such interest as may be expressed;~~
- ~~5. the role (if any) to be played by the Borough Council in providing Affordable Housing Dwellings in the Key Phase as~~

may be agreed in the Review Process;

~~6. in respect of a Subsequent Key Phase having in excess of 1000 Dwellings the Trigger Event for and scope of any supplemental Review Process of that Subsequent Key Phase if required by the Borough Council; and~~

~~7. proposals for the process for the agreement to or Determination of any revisions as the Owner may from time to time propose to the Key Phase Affordable Housing Delivery Plan to reflect circumstances relevant to the provision of Affordable Housing within the Key Phase which may include any variations to the tenure mix in the event of changes in tenure options, changes in grant funding any difficulties in securing interest from Registered Providers and any changes to the minimum and maximum percentages of equity in Shared Ownership Dwellings which may be initially sold to an Eligible Household to take account of any adopted policy of the Borough Council at the relevant time~~

“LGA 1972”	the Local Government Act 1972
“LGA 2000”	the Local Government Act 2000
“LEAP”	a local equipped area for play and references to LEAPs 1-10 shall be to those LEAPs which are included within Key Phases and brought forward in accordance with the Open Space Delivery Timetable
“Land Bound”	the land (which may be all or part of the Site) to which in accordance with clause 4 a particular Obligation relates subject to the release of any part of the Land Bound under clause 4.3.3
“Land Released”	the land (which may be all or part of the Site) in relation to which clause 4.3.3 shall have had effect
“Large Unit”	for the purposes of Obligation 88 a building permitted by the Planning Permission other than a Dwelling or a Small Unit or a School the gross floor area of which exceeds one thousand square metres (1000 m ²)
“Listed Building”	A Station and C Station or either of them as the context requires

“Listed Building Conservation Works”	works for the refurbishment of a Listed Building the cost of which shall not exceed in aggregate (for both the A Station and the C Station and when combined with the First Heritage Works) the sum of Ten Million Two Hundred and Fifty Thousand Pounds (£10,250,000) and which shall be included within the detailed conservation plan to be approved under Planning Condition 20
“Listed Building Plan”	the plan so marked and attached hereto
“Local Centre”	an area of the Site (there being three such areas included within the Development) providing a mix of uses with maximum unit numbers or floorspace in accordance with Planning Conditions 45, 48 and 49
“Low Cost Homes for Sale”	an Intermediate Dwelling sold to an Eligible Household at 75% of Market Value or such other percentage as may be agreed between the Owner and the Borough Council
“Maintenance Period”	the period of 12 months from the issue of the relevant Completion Certificate
“Managed Facility”	a Community Facility or an area of Open Space as the context requires
“Management Body”	a body proposed to manage and maintain a Managed Facility in accordance with the Approved Management Strategy
“Management Scheme”	in relation to a Managed Facility a scheme for the management and maintenance of that Managed Facility such scheme to conform to the Management Strategy and to include proposals for: <ol style="list-style-type: none"> 1 ownership of the Managed Facility; 2 the proposed Management Body and a statement establishing the credentials and financial standing of the proposed Management Body; 3 the permanent funding of the Management Body; and 4 the process for agreement or Determination of any revisions to the Management Scheme as the Owner may from time to time propose
“Management Strategy”	a strategy for the ongoing management and

maintenance of and appropriate public access to a Managed Facility to conform to relevant provisions within the Delivery Management Strategy and to include the principles to be applied to:

- 1 ownership of the Managed Facilities including as to the timing and terms of any transfer to a Management Body;
- 2 the selection by the Owner of the Management Body or Bodies including how confidence in the Management Body or Management Bodies is to be justified which may include reference to a Management Body's performance in similar roles on the Application Site or elsewhere;
- 3 if the Borough Council shall reasonably require include the grant of step in rights for the Borough Council in the event of significant failure by the Management Body to carry out the management arrangements;
- 4 the securing of permanent funding of the relevant Management Body which may include any of the following;
 - a. an endowment to be invested for the benefit of the relevant Management Body;
 - b. an estate rent charge and/or other service charge arrangements; or
 - c. endowing the Management Body with income generating assets;
- 5 such other proposals as maybe agreed between the Owner and the Borough Council at the relevant time which may provide for the transfer of a Managed Facility to the Borough Council and the payment of a commuted sum calculated in accordance with the Borough Council's relevant policy at the time or as otherwise agreed; and
- 6 the process for agreement or Determination of any revisions to the Management Strategy as the Owner may from time to time propose

“Market Dwelling”

a Dwelling constructed pursuant to the Planning Permission which is not an Affordable Housing Dwelling

“Market Value”	in accordance with the relevant guidance issued from time to time by the Royal Institution of Chartered Surveyors (RICS) the estimated amount for which the sale and purchase of a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing had each acted knowledgeably prudently and without compulsion
“Marketing Report”	as defined within the term “District and Local Centres Marketing Strategy”
“Material Operation”	a material operation as defined in Section 56(4) of the Act and forming part of the Development
“Monitoring Information”	in relation to a Key Phase: <ul style="list-style-type: none"> 1 parts of the Key Phase disposed of including a plan showing the extent, date of disposal and parties involved (not to include purchasers or mortgagees/chargees or tenants of Dwellings); 2 updated quarterly from First Occupation of the first Dwelling and/or Development Unit to be Occupied on the Key Phase the number of Dwellings and Development Units Occupied across the Application Site and Key Phase; 3 updated quarterly progress towards performance of any Obligations.
“Monitoring Scheme”	a scheme for the provision of Monitoring Information to comprise the following activities: <ul style="list-style-type: none"> 1 collecting and recording in written form (or in other form as agreed from time to time with the Borough Council and the County Council) of Monitoring Information; 2 supplying to the Borough Council and the County Council on a quarterly basis from Commencement of Development the Monitoring Information for the Development; and 3 responding to reasonable requests from the Borough Council and the County Council for Monitoring Information for the Key Phase at other times.
“Monitoring Sum”	the sum of Three Thousand Seven Hundred and

Fifty Pounds (£3,750) to be paid each quarter commencing on the date three months after Commencement of Development in accordance with Obligation 97 PROVIDED THAT in relation to any quarter if there has been significant failure (in the opinion of the Borough Council) to observe and perform any Monitoring Scheme in any of the previous 3 quarters the sum for that quarter shall rise to Seven Thousand Five Hundred Pounds (£7,500)

“Mortgage Default Protocol”

a process to be followed by a Chargee pursuant to any default under the terms of the mortgage or charge where a power of sale arises as set out in clause 4.5 or as otherwise agreed between the Borough Council and a relevant Registered Provider

“NEAP”

a neighbourhood equipped area for play and references to NEAPs 1-3 shall be to those NEAPS which are included within Key Phases and brought forward in accordance with the Open Space Delivery Timetable

“Notice of Release”

a form of notice as provided for in clause 19.4

“Obligation”

an obligation contained within a Schedule other than Schedules 1, 2 and 13 and for which a reference number is given in the first column of the relevant Schedule (including the Site Wide Obligations)

“Occupation”

occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **“Occupiers”** **“Occupied”** and **“Occupy”** shall be construed accordingly and:

- 1 the expression **“First Occupy”** shall be the first date on which Occupation takes place in relation to the relevant building; and
- 2 in relation to an Exempt Unit the date of Occupation shall be deemed to be the date of legal completion of the freehold sale or grant of long leasehold interest in the relevant Exempt Unit

“Offsite Affordable Housing Contribution”

in relation to a Subsequent Key Phase and where under paragraph 5 of the Review Process the Borough Council may elect to take such a sum in lieu of all or part of the provision of Affordable Housing on that Subsequent Key Phase any sum

	as may be the subject of such election to be paid in accordance with a timetable to be agreed between the Owner and the Borough Council in the Review Process which timetable may allow for payment by instalments
“Open Space”	any of those areas of open space as permitted pursuant to the Planning Permission to which Schedule 5 Parts 1 – 13 inclusive relate
“Open Space Delivery and Management Plan”	the plan so marked and attached hereto or as the context requires such equivalent as may be related to any Section 73 Permission
“Open Space Delivery Timetable”	a timetable for the delivery of the Formal Open Space NEAPs and LEAPs and any elements of the Indoor Sports Facilities which are to be comprised within any Formal Open Space within the Development in accordance with the Trigger Events set out in Annex D
“Orchard”	an area of land set aside for the purposes of the Development for the growing of fruit trees/shrubs which may be included within an area of Strategic Informal Open Space or which may be separate from the same (“Separate Orchard”)
“Outcomes of the Review Process”	has the meaning given in the defined term “Review Process”
“Planning Condition”	a condition contained within the Planning Permission and any Planning Condition references shall be construed by reference to the relevant Planning Permission including to the extent of using a numeric reference different from any which is stated in this Deed
“Planning Permission”	planning permission granted on the Application including for the avoidance of doubt any Section 73 Permission (save for the purposes of recital E and clauses 4.1 and 11.7)
“Police Contribution 1”	the sum of Five Hundred Thousand Pounds (£500,000) which shall be applied for the purposes of the establishment of the Safer Neighbourhood Team Office
“Police Contribution 2”	the total sum of Seven Hundred and Thirty Seven Thousand Three Hundred and Twenty Seven Pounds (£737,327) payable in instalments of One Hundred and Forty Seven Thousand Four Hundred and Sixty Five Pounds and Forty Pence (£147,465.40) each on the Trigger Events in the Police Contribution 2 Timetable for the purpose of operating the Safer Neighbourhood Team Office

payable in accordance with Obligation 64

**“Police Contribution 2
Timetable”**

a timetable comprising the following Trigger Events each expressed in a number of Dwellings Occupied; 2000, 3000, 4000, 5000 and 6000;

“Policy Target”

the maximum percentage of the Dwellings which on application of the Borough Council’s Development Plan policies prevailing at the time of submission of the relevant Review may be required to be provided as Affordable Housing assuming that the development is viable

“Portion”

a quantum of Dwellings (excluding Dwellings comprised in the Early Parcels and any Dwellings comprised in any other Portion) as set out in the Affordable Housing Review Process Timetable

**“Portion Affordable Housing
Delivery Plan”**

in relation to a Portion a scheme for the delivery of Affordable Housing as part of that Portion which for each Portion incorporates the Outcomes of the Review Process such scheme to include:

1. the quantum of Market Dwellings and Affordable Housing Dwellings proposed for the Portion as agreed or Determined through the Review Process;
2. the tenure mix for the Affordable Housing within the Portion being the Preferred Tenure Mix or as agreed or Determined through the Review Process as the case may be but subject to the Policy Target and the Social Rent Cap;
3. the principles to be applied to the following matters in relation to Affordable Housing Dwellings as part of the Portion: size (which shall not be required to exceed the minimum housing quality indicators for size (HQIs) or minimum size standards if HQIs are removed published from time to time by the HCA or equivalent body), dwelling type, distribution principles, timing of delivery (which shall be as agreed or Determined through the Review Process) and the eligibility of persons to acquire Low Cost Homes for Sale;
4. the principles to be applied in relation to the seeking of interest from and the making of offers to Registered Providers and to any proposals for changes to the agreed or Determined tenure mix to reflect such interest as may be expressed;

5. the role (if any) to be played by the Borough Council in providing Affordable Housing Dwellings as part of the Portion as may be agreed in the Review Process; and
6. proposals for the process for the agreement to or Determination of any revisions as the Owner may from time to time propose to the Portion Affordable Housing Delivery Plan either to reflect circumstances relevant to the provision of Affordable Housing within the Portion which may include any variations to the tenure mix in the event of changes in tenure options, changes in grant funding any difficulties in securing interest from Registered Providers and any changes to the minimum and maximum percentages of equity in Shared Ownership Dwellings which may be initially sold to an Eligible Household to take account of any adopted policy of the Borough Council at the relevant time

“Practically Completed”

both:

- 1 issue of certificate of practical completion in respect of the relevant facility by the Owner’s architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) or in the event that the relevant facility is constructed by a party other than the Owner the issue of such a certificate by that other party’s architect surveyor engineer or other relevant professional advisor (as applicable in the relevant circumstances) and the expressions “Practically Complete/Completed” shall be construed accordingly; and

- 2 Serviced

“Preferred Tenure Mix”

the following tenure mix for the Affordable Housing in the Development:

- 1 fifty percent (50%) Affordable Rent Dwellings;
- 2 fifty percent (50%) Shared Ownership Dwellings

“Prescribed Number”

has the meaning given within the term **“Affordable Housing Parcel Scheme”**

<u>“Primary Owner”</u>	<u>SUE GP LLP and SUE GP Nominee Limited (or their nominee for that purpose)</u>
“Primary School”	the First Primary School, the Second Primary School or the Third Primary School as the context requires in each case being a school providing education to children between the ages of 4 and 11 and may include as the context admits a phase of the same
“Primary School Site”	the First Primary School Site, the Second Primary School Site and the Third Primary School Site as the context requires and in each case substantially meeting the School Site Criteria and with a site area of 2.5 hectares for the First Primary School Site and 2 hectares for the other Primary School Site which is not co-located with the Secondary School Site, with the Primary School Site which is so co-located being part of a total site of 10 hectares or in each case such other area as may be agreed by the Owner and the County Council
“Primary SEN Payment”	the sum of One Hundred and Thirteen Thousand Two Hundred and Thirty Four Pounds (£113,234) for the purposes of providing for the special educational needs of children of primary school age living in the Development (there being five such payments required by this Deed totalling Five Hundred and Sixty Six Thousand One Hundred and Seventy Pounds (£566,170) payable in accordance with obligation 12)
“Promote”	establish a School following appointment by DfE (or otherwise as legislation from time to time may allow) including as relevant the responsibility for all aspects of running the School including governance teaching and support services and “Promoter” shall be construed accordingly
“Public Access Strategy”	a strategy setting out the principles to be applied to public access to Managed Facilities (save for any which may be co-located with any School) and to the nature of any charges for use of the same including proposals for the process for agreement or Determination of any revisions as the Owner may from time to time propose.
“Public Access Scheme”	In relation to a Managed Facility (save for any which may be co-located with any School) a scheme proposing arrangements for public access and any charges for the same which shall conform to the Public Access Strategy
“Reasonable Endeavours”	that the following steps have been taken over a reasonable period of time in order to achieve the

desired results:

- 1 methods commercially prudent and likely to achieve the desired results have been taken; and
- 2 in the event a first attempt at securing the desired results have failed then (unless there are no reasonable alternatives) an alternative such method of achieving the desired results

“Registered Provider”

a registered provider as defined in the Housing and Regeneration Act 2008 or any association or organisation from time to time permitted by law to provide Affordable Housing and which may include the Borough Council.

“Reject”

- 1 in the case of a School Site Offer written notice that the said School Site Offer is not accepted (however expressed) or the passage of 28 days from the making of the said School Site Offer without the said School Site Offer being signed and dated by the County Council and a certified copy provided to the person making the said School Site Offer
- 2 in the case of a Health Facility Land Offer:
 - a) written notice from the relevant Health Provider that the Health Facility Land Offer is not accepted or will not be accepted if made;
 - b) the passage of 56 days from the making of the Health Facility Land Offer without the relevant Health Facility Land Offer being signed and dated by the relevant Health Provider and a certified copy provided to the person making the Health Facility Land Offer; or
 - c) Reasonable Endeavours having been made by the Owner to engage and negotiate with the relevant Health Provider in relation to the terms of the Health Facility Land Offer the passage of 3 months from the first contact made by the Owner in such engagement without such terms having been agreed between the relevant parties and “Rejection” shall be construed accordingly

“Release Event”

has the meaning given in clause 4.3.3

“Relevant Index”

in relation to:

- 1 the Bus Services Fund – the CPT Index;

- 2 the Highways Payments – the Baxter Index;
- 3 the School Payments – the BCIS Index; and
- 4 for any other payment - RPI

“Reserve”	in relation to a School Site kept free of any development pursuant to the Planning Permission which may prevent use of the relevant School Site for the purposes of a School
“Reserved Matters Approval”	approval under Planning Condition 2 (other than an Early Works Approval) of all reserved matters in relation to any part of the Site and “Reserved Matters Approval Date” shall be construed accordingly
“Reserved Matters Area”	a part of the Site in relation to which a Reserved Matters Approval exists
“Reserved Matters Start Date”	the first date on which in relation to a Reserved Matters Area construction work or any Material Operation or other development as defined in Section 55 of the Act or work included in the laying out of Open Space or area of landscaping shall start pursuant to a Reserved Matters Approval and where more than one Reserved Matters Approval exists for a Reserved Matters Area such start shall be after written notice has been given to the Borough Council stating which Reserved Matters Approval is being relied on
“Residential Bin Contribution”	the sum calculated in relation to the relevant Residential Reserved Matters Area by multiplying One Hundred and Sixty Pounds (£160) by the number of Dwellings in the said Residential Reserved Matters Area for the purposes of household waste collection payable in accordance with Obligation 92
“Residential Reserved Matters Area”	a Reserved Matters Area which contains Dwellings and “Residential Reserved Matters Approval” shall be construed accordingly
“Review Process”	the process set out in Annex C to be followed in the order set out therein and the expression “Review” shall be construed accordingly and the expression “Outcomes of the Review Process” shall refer to any or all of the outcomes set out within paragraph 3.2.2 of Annex C as the context requires
“RPI”	all items Index of Retail Prices issued by the Office for National Statistics or any successor

organisation

- “RP Land”** such part of the Site as may be owned (freehold or leasehold) by a Registered Provider
- “Safer Neighbourhood Team Office”** office premises for the police service to use to provide neighbourhood policing services to the Development
- “School”** any of the Primary Schools or the Secondary School as the context requires and which may comprise elements of dual use to deliver elements of the Community Facilities
- “School Building Notice”** in relation to a School a notice served by the Owner on the County Council by which the Owner notifies an election to provide or Promote a School PROVIDED THAT any such School Building Notice shall not be effective in connection with any of the Obligations in Schedule 3 unless and until it is accepted in writing by the County Council
- “School Contract Notice”** in relation to a School Site which has been transferred to the County Council pursuant to this Deed (unless the Owner confirms in writing in any given case that such transfer is not needed to enable the service of a School Contract Notice) a notice signed by the County Council’s Strategic Director for Communities Group and served by the County Council on the Owner (in this context being the Transferor of the relevant School Site) confirming (unless the said Owner confirms in writing that it is not necessary) that a contract has been let for the construction of the relevant School or a phase of a School on that School Site and setting out the required Trigger Events for the instalment payments comprised within School Payment 2, School Payment 3 and, for the Secondary School, School Payment 4 and for one of the Primary Schools School Payment 5 PROVIDED THAT:
- 1 each School Contract Notice may not be served earlier than the stages of the Development set out in Annex A Part 1 (without the agreement in writing of the said Owner);
 - 2 each School Contract Notice shall state a Trigger Event for the payment of each instalment of the School Payments related to the relevant School Contract Notice such Trigger Events to be in accordance with the timetable set out in Annex A Part 2;

- 3 no School Contract Notice may be served if a School Building Notice has been served and accepted by the County Council in relation to the relevant School; and
- 4 no School Contract Notice may be served calling for any of School Payment 4 and/or School Payment 5 unless in such case it has been agreed or Determined in accordance with the School Review Process that School Payment 4 or as the case may be School Payment 5 is required

“School Delivery Timetable”

provision of Schools and to the extent that any elements of the Indoor Sports Facilities is to be co-located with a School the provision of such Indoor Sports Facilities in accordance with the Trigger Events set out in Annex A Part 3:

“School Payment 1”

in relation to each Primary School the sum of Four Hundred and Eighty Nine Thousand One Hundred and Eighty Two Pounds (£489,182.00) and in relation to the Secondary School the sum of One Million Two Hundred and Sixty Thousand One Hundred and Seventy Five Pounds (£1,260,175.00) in each case for the purposes of designing and procuring the relevant School

“School Payment 2”

in relation to phase 1 (being 1FE) of each Primary School the sum of Four Million and Fifty Three Thousand Two Hundred Twenty Six Pounds (£4,053,226.00) payable in four equal instalments and in relation to phase 1 (being 3FE or 4FE) of the Secondary School the sum of Thirteen Million Eight Hundred and Sixty One Thousand Nine Hundred and Twenty Nine Pounds (£13,861,929.00) payable in four equal instalments in each case for the purposes of constructing phase 1 of the relevant School

“School Payment 3”

in relation to phase 2 (being an additional FE) of each Primary School the sum of Two Million Four Hundred and Forty Five Thousand Nine Hundred and Twelve Pounds (£2,445,912) payable in three equal instalments and in relation to phase 2 (being an additional 1FE or 2FE) of the Secondary School the sum of Five Million and Forty Thousand Seven Hundred and One Pounds (£5,040,701.00) payable in three equal instalments in each case for the purposes of constructing phase 2 of the relevant School

“School Payment 4”

in relation to phase 3 (being a further additional

2FE or such lesser FE) of the Secondary School the sum of Five Million and Forty Thousand Seven Hundred and One Pounds (£5,040,701.00) or such other sum as shall be agreed or Determined in accordance with the School Review Process payable in three equal instalments for the purpose of the Secondary School phase 3

“School Payment 5”

in relation to one of the Primary Schools the sum of Two Million Two Hundred and Twelve Thousand Nine Hundred and Sixty Eight Pounds (£2,212,968) or such other sum as shall be agreed or Determined in accordance with the School Review Process payable (if at all) in three equal instalments as shall be agreed or Determined in accordance with the School Review Process for the purpose of an Additional FE at one of the Primary Schools

“School Payments”

School Payment 1, School Payment 2, School Payment 3, School Payment 4 and School Payment 5 or one of them as the context requires in each case for the purposes of delivering the relevant School or Additional FE as the case may be

“School Review Process”

the process set out in Annex A Part 4

“School Site”

as the context requires either a Primary School Site or the Secondary School Site

“School Site Call Notice”

in relation to a School Site and unless a School Building Notice has been served and accepted a notice signed by the County Council’s Strategic Director of Communities (or their nominee) and served by the County Council on the Owner requiring the transfer of the relevant School Site such notice not being validly served unless: i) it is accompanied by a copy of the Reserved Matter Approval including approved drawings for the relevant School to be constructed on the relevant School Site; and ii) the County Council has completed its procurement process and all necessary approvals and resolutions are in place in order to let a contract for the construction of the relevant School on the relevant School Site as confirmed by the said officer PROVIDED THAT the Owner (in this case being the transferor of the relevant School Site) may agree in writing to waive requirements (i) and (ii) of this definition in which case the School Site Call Notice will be validly served if it omits requirements (i) and (ii)

“School Site Criteria”

as the context requires free from features such as live services, underground structures and

obstructions, contamination, ancient hedgerows, drainage ditches, significant ecological/wildlife issues, SSSI's, Tree Preservation Orders and other planning designations, persistent flooding any or each of which would constrain the use of the site for the intended purpose

"School Site Offer"

delivery unconditionally (or subject to such conditions as the County Council may at their absolute discretion agree in writing) but open for not less than 28 days to the County Council of a single contract to dispose of and take a transfer of the relevant School Site (to be Serviced) executed as a deed by the freeholders of the whole of the relevant School Site which shall be delivered with the intention by the freeholder that the County Council may sign and date the said contract so that it becomes legally enforceable between the parties such contract to be in a form appropriate to the transfer of a School Site and to contain the School Transfer Terms

"School Transfer Terms"

terms substantially as set out in Annex G

"Second Primary School"

the Primary School which is the second Primary School in time to be included in a Key Phase and which subject to the location of the Additional FE is to be delivered in two phases each comprising a single FE ("**Second Primary School phase 1**" and "**Second Primary School phase 2**")

"Second Primary School Site"

the site Identified for the Second Primary School

"Secondary School"

a school providing education to children aged between 11 and 19 and which is to be delivered in three phases ("**Secondary School phase 1**", "**Secondary School phase 2**" and "**Secondary School phase 3**") and may include as the context admits a phase of the same

"Secondary School Site"

the site Identified for the Secondary School to substantially in accordance with the School Site Criteria such site combined with the Primary School Site which is to be co-located with the Secondary School Site having a site area of 10 hectares (the area to be allocated to the Secondary School Site being approximately 8 hectares in accordance with Obligation 1)

"Secondary SEN Payment"

the sum of Two Hundred and Ten Thousand Five Hundred and Ninety Eight Pounds (£210,598) for the purposes of providing for the special educational needs of children of secondary school age living in the Development (there being six such payments required by this Deed totalling One

Million Two Hundred and Sixty Three Thousand Five Hundred and Eighty Eight Pounds (£1,263,588)) payable in accordance with Obligation 14

“Section 73 Application”	an application made under section 73 of the Act which seeks to obtain the grant of permission for the Development without compliance with a condition imposed on the Planning Permission and which the Borough Council (in its sole discretion) considers may be granted only if the obligations in this Deed are applied to regulate the Development. For the avoidance of doubt, the Borough Council may (in its sole discretion) decline to apply to obligations in this Deed and refuse the Section 73 Application or may require (as a pre-requisite to the grant of the Section 73 Permission) additional or revised obligations through a new deed as it considers appropriate
“Section 73 Permission”	any planning permission granted on a Section 73 Application
“SEN Payment Timetable”	a timetable comprising the following Trigger Events each expressed in a number of Dwellings Occupied; 1000 (in respect of the Secondary SEN Payment only), 2000, 3000, 4000, 5000 and 6000
“Separate Orchard”	as defined within the term “Orchard”
“Serviced”	having connections for mains water, sewerage, gas, electricity and telecommunications appropriate to the proposed use of the land and adequate for the purposes of the prospective users of the land and/or to enable connections to be made thereto and with sufficient vehicular and pedestrian access to the land from a public highway and “Service” shall be construed accordingly
“Service Land”	part of the Site used or to be used for the purposes of access or a Service
“Shared Ownership Dwelling”	Dwellings purchased on a shared ownership basis whereby not more than Seventy Five Percent (75%) and not less than Twenty Five Percent (25%) of the equity in the relevant Dwelling is initially sold to the Eligible Household by the Registered Provider with the flexibility to staircase by increasing their degree of ownership to One Hundred Percent (100%) if they so wish and in respect of which rent is payable on the remaining equity at a level no greater than that equivalent to that obtained by applying the current Homes and Communities Agency rent rate applicable at the

relevant time to the market value of the remaining equity or in relation to any particular Subsequent Key Phase as may be otherwise Approved pursuant to the relevant ~~Key Phase Portion~~ Affordable Housing Delivery Plan.

The Registered Provider shall retain the right of first refusal on resales of such 100% staircased properties should the Registered Provider elect to retain such right when granting a shared ownership lease or similar future initiatives promoted and recognised by the Homes and Community Agency as an acceptable form of Shared Ownership that satisfies the definition of Shared Ownership Housing in Annex 2 of the National Planning Policy Framework (March 2012 edition)

“Site”	the land shown shaded red on the Site Plan and described in Schedule 1 Part 1
“Site Plan”	the plan so marked and attached hereto
“Site Wide Obligation”	Obligations 4, 5, 8, 9, 10, 12, 13, 14, 15, 21, 26 27, 28, 29, 37, 38, 40, 41, 43, 44, 52, 52A, 53, 54, 55, 56, 57, 58, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 93, 94, 95, 97, 98
“Site Wide Travel Plan”	the document entitled “Site Wide Travel Plan” dated December 2013 included at Annex I
“Small Unit”	for the purpose of Obligation 87 a building permitted by the Planning Permission other than a Dwelling or a Large Unit or a School the gross floor area measured externally of which does not exceed One Thousand square metres (1000 m ²)
“Social Rent Cap”	no more than fifty percent (50%) of the Affordable Housing Dwellings on any Subsequent Key Phase shall be Social Rent Dwellings
“Social Rent Dwelling”	a Dwelling that is owned by local authorities and registered providers (as defined in [the original] section 80 of the Housing and Regeneration Act 2008) for which guideline target rents are determined through the national rent regime; such housing may also be owned by other persons and provided under equivalent rental arrangements to the above as agreed with the Borough Council or the Homes and Communities Agency
“Strategic Informal Open Space”	those areas of open space shown indicatively on the Open Space Delivery and Management Plan and which are proposed to be the subject of

delivery plans under Planning Condition 11(b) and which may include one or more Orchard (but not any Separate Orchard)

“Subsequent Key Phase”	a Key Phase other than Key Phase 1
“Supplemental Deed”	a deed substantially in the form included at Annex H including any amendments which are appropriate to reflect any variation of this Deed
“Tenure Allocation”	within an Affordable Housing Parcel Scheme the identification of the tenure of any Affordable Housing Dwelling
“Tenure Mix Starting Point”	for a Subsequent Key Phase 50% Affordable Rent Dwellings and 50% Shared Ownership Dwellings
“Third Primary School”	the Primary School which is the third Primary School in time to be included in a Key Phase and which subject to the location of the Additional FE is to be delivered in two phases each comprising a single FE (“ Third Primary School phase 1 ” and “ Third Primary School phase 2 ”)
“Third Primary School Site”	the site Identified for the Third Primary School
“Transport Review Group”	the body to be established pursuant to Obligation 72 and in accordance with the Site Wide Travel Plan
“Travel Plan Contingency Fund”	the sum of One Million Pounds (£1,000,000) for the purposes set out in Obligation 75
“Trigger Event”	<p><u>subject to the proviso below</u> in connection with an Obligation where the expression is used the relevant trigger event expressed in Dwellings Occupied as set out in any of following:</p> <ol style="list-style-type: none">1 the Community Facilities Timetable;2 the Highway Payments Timetable;3 the Open Space Delivery Timetable;4 the Police Contribution 2 Timetable;5 the School Delivery Timetable; and6 the SEN Payment Timetable7 as set out in a School Contract Notice8 as may be included in an Approved Affordable Housing Parcel Scheme9 as may be included within an Approved Key

~~Phase Affordable Housing Delivery Plan in circumstances where paragraph 6 within the definition of that term applies[deleted]~~

10 as may be included in a delivery plan in relation to Strategic Informal Open Space or Allotments approved in relation to a Key Phase under Planning Condition 11(b)

and the expression “**Trigger Number**” shall be construed accordingly

PROVIDED THAT in Obligation 18 this expression is by way of a restriction on Commencement of construction of numbers of Dwellings as shall be set out in the first column of the Affordable Housing Review Process Timetable

“Unforeseen Transport Impacts Fund”

the sum of One Million Pounds (£1,000,000) for the purposes set out in Obligation 76

“Use Class”

a class within the Town and Country Planning (Use Classes) Order 1987 or the nearest equivalent use class in any modification thereof at the relevant time and “**Use Classes**” shall be construed accordingly

“Waste Management and Recycling Contribution”

the sum calculated in relation to the relevant Residential Reserved Matters Area by multiplying One Hundred and Sixty Pounds (£160) by the number of Dwellings in the said Residential Reserved Matters Area for the purposes of household waste and recycling equipment and facilities payable in accordance with Obligation 91

“WCC Obligations”

Obligations 1-14 and 70-90 being the Obligations enforceable by the County Council and also enforceable by the Borough Council in circumstances set out in Clause 5.1

“Welcome Pack”

a package of information approved by the County Council from time to time under the Site Wide Travel Plan

“Welcome Pack Contribution”

in the case of a Residential Reserved Matters Area the sum of Fifty Pounds (£50) multiplied by the number of Dwellings approved under the relevant Residential Reserved Matters Approval for the purposes of providing a Welcome Pack for each Dwelling within that Residential Reserved Matters Area

2 Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph, Schedule (including Part), Annex or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Schedule (including Part), Annex or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5 Subject to the provisions of this Deed:
- 2.5.1 references to Owner shall in relation to a particular Obligation be to the person or persons against whom that Obligation may be enforced and:
- (a) shall include the successors in title to the Owner and to any person deriving title through or under the Owner in relation to the Site or part thereof to which any relevant Obligation relates; and
 - (b) shall in circumstances where any Further Land becomes pursuant to a Supplemental Deed land to which any relevant Obligation shall relate be construed as the person entering into such Supplemental Deed and to any person deriving title through or under such person in relation to such Further Land or part thereof to which any relevant Obligation relates
- and the expression "**Owners**" shall be construed accordingly;
- 2.5.2 references to the Borough Council and County Council shall include the successors to their respective statutory functions.
- 2.6 The headings and contents list are for reference only and shall not affect construction.
- 2.7 Where in any Schedule or part of a Schedule or Annex or part of an Annex reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule or Annex or (if relevant) part of an Annex.
- 2.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done.
- 2.9 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.

2.10 References in this Deed to “not to Occupy” shall be read as “not to Occupy or Permit Occupation of”.

2.11 For the purposes of interpreting this Deed reference may be had to the Planning Permission.

3 Legal basis

3.1 The covenants given by the Owner under clause 5 of this Deed create planning obligations under Section 106 of the Act and are enforceable by the Borough Council or the County Council as the case may be against the Owner and persons deriving title from the Owner in relation to the Site subject to the terms of this Deed. PROVIDED THAT to the extent that any of the Obligations do not fall within the scope of Section 106 of the Act the covenants given by the Owner under the said clause 6 shall be given under the Further Provisions

3.2 The covenants given by the Borough Council and the County Council under clauses 6 and 7 respectively are given under the Further Provisions for the benefit of the Owner and the Owner's successors in title to the Site.

3.3 The land to which the Obligations relate shall be the Site but subject to the provisions of clause 4.

4 Effect of this Deed

4.1 Save for this clause 4.1 and clauses 1, 2, 3, 8, 10, 11, 16 and 18 (which have effect on the date of this Deed) the effect of this Deed is conditional upon both the grant of the Planning Permission and Commencement of Development.

4.2 Subject to the following provisions of this clause 4 all of the Obligations shall relate to and be enforceable against the Site.

4.3 Each Obligation is set out within a table within Schedules 3 – 12 inclusive and is subject to any provisions regarding the extent or applicability of any Obligation as may be set out in the introduction to any Schedule or Part thereof and it is agreed that:

4.3.1 in each case the Obligation shall be as set out in the second column of the relevant table and its reference number shall be as set out in the first column; and

4.3.2 with effect from the point at which the event described in the fourth column of the relevant table (“**Event**”) occurs then in relation to the land Identified and described in the third column of the relevant table (“**Land Bound**”):

(i) the said Land Bound shall continue to be land to which the particular Obligation relates and in relation to which that Obligation is enforceable but (save for Site Wide Obligations) separately from the rest of the Site with effect from the Event; and

(ii) where more than one such part shall be so Identified or is capable of being so Identified in relation to a particular Obligation that Obligation shall relate to and be enforceable in respect of each such part separately

4.3.3 In the case of a particular Obligation all or part of the Land Bound shall cease to be land to which that Obligation relates and in relation to which that Obligation is enforceable ("**Land Released**") with effect from the event specified in the sixth column of the relevant table ("**Release Event**") PROVIDED THAT in relation to that Obligation:

- (i) Release Events are cumulative and shall have effect in the order in which they occur in the course of the Development;
- (ii) the Land Released shall be as Identified and described in the fifth column of the said table save for any part thereof which at the time of the Release Event shall no longer be land to which that Obligation relates and in relation to which that Obligation is enforceable as a result of the occurrence of a previous Release Event in relation to that part; and
- (iii) if it shall be an Obligation which contains a Trigger Number then notwithstanding the effect of this clause 4.3.3 which releases land from that Obligation any Development Units within the Land Released shall continue to contribute to the calculation of that Trigger Number

4.4 In order that no Obligation shall be enforceable against any statutory undertaker or other person who acquires part of the Site or an interest therein for the purposes of the supply of a Service no Obligation shall relate to or be enforceable in respect of such part of parts of the Site held for such purposes as may be comprised within:

4.4.1 the freehold interest transferred;

4.4.2 the leasehold interest granted; nor

4.4.3 the legal interest created by the grant of an easement for a Service

in each case to such statutory undertaker or other person of Service Land.

4.5 The Mortgage Default Protocol shall require the Chargee to give the Borough Council not less than two months notice of its intention to dispose of the relevant property following default under its mortgage or charge and;

4.5.1 in the event that the Borough Council responds within two months from receipt of the said notice indicating that arrangements for the transfer of the relevant Affordable Housing Dwelling(s) can be made in such a way as to safeguard them as Affordable Housing Dwellings then the Chargee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer;

4.5.2 if the Council does not serve a written response to the said notice within two months then the Chargee shall be entitled to dispose free of any Obligations in Schedule 4 which relate to the relevant Affordable Housing Dwelling(s) and against which such Obligations are enforceable;

4.5.3 if the Borough Council (or another body at its direction) cannot within two months of the date of service of its response under 4.5.1 secure such transfer, then the Chargee shall be entitled to dispose free of the said Obligations.

4.6 In accordance with the provisions of this clause 4 liability as to the performance of Obligations shall be as follows:

4.6.1 In relation to Site Wide Obligations liability shall be joint and several as between the Owners of the Site save for those Owners of Land Released for the purposes of Site Wide Obligations in relation to which clause 4.3.3 shall have had effect;

4.6.2 As a consequence of clause 4.4 in relation to Obligations which according to Schedules 3 – 12 inclusive are to relate to and be enforceable in respect of separate parts of the Site as a consequence of clause 4.3.2 liability shall be joint and several as between the Owners of the relevant Land Bound save for those Owners of Land Released for the purposes of Obligations in relation to which clause 4.3.3 shall have had effect

PROVIDED THAT in relation to clause 4.6.1 and 4.6.2 where in relation to any such Land Bound (but excluding any Land Released) more than one person shall be the Owner of the said Land Bound those persons shall be jointly and severally liable as between themselves for the performance of the said Obligation in relation to that Land Bound

4.6.3 as a consequence of the inclusion (within the fifth column of each table within the said Schedules) of each Exempt Unit (as Land Released) and the date on which the said Exempt Unit is acquired by a Beneficial Occupier (as the Release Event) no Beneficial Occupier of any Dwelling Employment Unit or other Exempt Unit shall have any liability for the performance of any of the Obligations to which any such Release Event relates PROVIDED THAT it is agreed that in relation to any other Obligation the description of the Land Bound in such cases is sufficient to exclude persons with an interest in Dwellings Employment Units and other Exempt Units from liability for those other Obligations (unless any particular type of Exempt Unit is specifically named as the Land Bound);

4.6.4 as a consequence of clause 4.4 no statutory undertaker or other person supplying a Service shall have any liability for the performance of any of the Obligations

4.6.5 as a consequence of the inclusion within the sixth column corresponding to Obligations 24 and 25 of a Release Event relating to the performance by a Chargee of the Mortgage Default Protocol no Chargee shall have any liability for the performance of the said Obligations in each case from the time at which the Relevant Event shall have occurred.

4.7 Without prejudice to the operation of section 106A of the Act where an Obligation shall under the terms of this clause 4 relate to part of the Site separately from the rest of the Site the persons who along with the Borough Council and/or the County Council as the case may be may effect a modification or discharge of that Obligation by deed are the persons against whom that Obligation may be enforced in relation to the said part of the Site PROVIDED THAT for the avoidance of doubt such modification or discharge shall only have effect in accordance with its terms and in relation to the Obligation as it relates to the relevant part.

5 The Owner's covenants

- 5.1 Subject to clause 4 and the remainder of this clause 5 the Owner covenants with the Borough Council to observe and perform the Obligations and the other provisions of this Deed PROVIDED THAT in relation to the WCC Obligations the Owner's covenant is given to the Borough Council to the extent that the same may not be enforceable by the County Council but also in order that any deed of modification or discharge of any WCC Obligations shall be required to include the Borough Council as a party.
- 5.2 Subject to clause 4 the Owner covenants with the County Council to observe and perform the WCC Obligations.
- 5.3 The Owner covenants that with effect from the date on which it acquires any interest in any part of the Further Land (which the Owner hereby covenants to use Reasonable Endeavours to acquire and to provide evidence of such endeavours to the Borough Council) the terms of this Deed shall be binding upon and enforceable against the Owner in respect of the Further Land acquired as if the same were part of the Site and the Owner shall immediately following the said acquisition notify the Borough Council and as soon as reasonably practicable thereafter enter into a Supplemental Deed (subject to such amendments that the parties might agree).
- 5.4 The Owner covenants with the Borough Council that on the date on which it disposes of any part of the Site to a Registered Provider it shall submit to the Borough Council a copy of the document effecting its disposal (save for any exclusions necessary to preserve appropriate confidentiality).

6 The Borough Council's covenants

- 6.1 The Borough Council covenants with the Owner as set out in Schedule 13 Part 1.

7 The County Council's covenants

- 7.1 The County Council covenants with the Owner as set out in Schedule 13 Part 2.

8 Release of Liability

- 8.1 Without prejudice to the operation of clause 4 no person shall be liable for any breach of any of the Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part to which the relevant Obligation relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9 Verification and enforcement

- 9.1 The Owner permits the Borough Council and the County Council and their properly authorised agents and/or employees to enter onto relevant parts of the Site to which any Obligation relates and is enforceable against in order to verify whether any such Obligation has been observed or performed and the progress of performance of any such Obligation.

10 Dispute provisions

- 10.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall

be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 10.2 In the absence of agreement as to the appointment or suitability of the person to be appointed under clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor to be appointed to act as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 working days after the conclusion of any hearing that takes place or 28 working days after he has received any file or written representation.
- 10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 10.5 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

11 **Miscellaneous**

- 11.1 The Owner shall pay to the Borough Council and to the County Council on completion of this Deed the respective reasonable legal costs of the Borough Council and the County Council incurred in the negotiation, preparation and execution of this Deed.
- 11.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 11.3 This Deed shall be registrable as a local land charge by the Borough Council.
- 11.4 Where the action, agreement, approval, consent (however expressed) or expression of satisfaction is required by the Owner from the Borough Council or County Council or the opinion of the Borough Council or the County Council is given under the terms of this Deed such action, agreement, approval, consent, expression of satisfaction or opinion shall not be unreasonably withheld, given or delayed and may be subject to Determination and any such acceptable action, agreement, consent, approval or expression of satisfaction or opinion shall be undertaken or given on behalf of:

11.4.1 the Borough Council by the relevant Head of Department namely Head of Planning and Culture Head of Housing or Head of Environment or the officer for the time being properly carrying out the functions of the relevant Head of Department;

11.4.2 the County Council by the Director of Communities or their nominee.

11.5 Any notices or notifications shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party and in relation respectively to the Borough Council and the County Council if sent by recorded delivery to the relevant officer stated in clause 11.4. PROVIDED THAT in relation to any School Contract Notice the same shall be served on the Owner as being the person from whom the relevant School Site was transferred

11.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

11.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

11.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Deed.

11.9 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

11.10 In the event that a Section 73 Permission is approved and it is agreed that the terms of this Deed (including any Annex or matter appended) should be applied to the Section 73 Permission a memorandum of the same shall be noted on this Deed.

12 **Waiver**

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

13 **Indexation**

Unless otherwise agreed in writing between the relevant paying party and the intended recipient of the relevant sum

13.1 Any sum referred to in this Deed shall be Index Linked from the date hereof until the date on which such sum is payable.

14 **Interest**

14.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

15 **VAT**

15.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable (which shall be payable in addition).

16 **Jurisdiction**

16.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

17 **Step-In Rights**

17.1 It is hereby agreed by the Owner that if the Owner fails to implement and/or comply in any material respect with any of the covenants obligations or requirements of this Deed the Borough Council shall notify the Owner of such failure and afford the Owner a reasonable time period in all the circumstances as determined by the Borough Council to remedy such failure.

17.2 If the Owner does not remedy such failure within such reasonable time period the Borough Council may:

17.2.1 carry out such works or take such other steps as the Borough Council determines to remedy the said failure (and the Borough Council is entitled and authorised to enter the Site to carry out such works or take such other steps by its employees or by contractors or otherwise and the right of entry to the Site at all times and for all such purposes is hereby irrevocably granted); and

17.2.2 implement such alternative measures which the Borough Council reasonably determines.

The reasonable costs of any works carried out or steps taken together with any reasonably related monitoring and administrative costs shall be payable by the Owner to the Borough Council

18 **Delivery**

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

19 **Notice of Release**

19.1 On the application of the Primary Owner, the Borough Council and the County Council may agree subject to clause 19.2 below that any part of the Site may be released from the Obligations in this Deed (save for any Obligations which are specified in the Notice of Release as being Obligations which continue to relate to the relevant part of the Site) whereupon the Borough Council shall issue a Notice of Release to the Primary Owner.

19.2 The issue of a Notice of Release is at the reasonable discretion of the Borough Council and the County Council and is subject to the Borough Council and the County Council first being satisfied that there are no Obligations which should continue to bind that part of the Site which is the subject of an application for a Notice of Release and which in the reasonable opinion of the Borough Council and/or the

County Council are not adequately addressed in the terms of the relevant Notice of Release or otherwise.

19.3 On the Borough Council and County Council being satisfied that a Notice of Release may be issued, on the date of issue of such Notice of Release the relevant part of the Site shall from that date no longer be land to which this Deed relates and in relation to which the Obligations of this Deed are enforceable (save in respect of any Obligations which are specified in the Notice of Release as being Obligations which continue to relate to the relevant part of the Site).

19.4 Any notice issued under this clause 19 above shall be substantially in the form set out as follows to include detail relevant to circumstances at the time unless otherwise agreed between the Primary Owner the Borough Council and the County Council:

"Notice of Release relating to land at Radio Station Rugby ("Notice") dated []

(A) This Notice relates to a Planning Obligation by Deed of Agreement under section 106 of the Town and Country Planning Act 1990 dated 21 May 2014 and made between Rugby Radio Station (General Partner) Limited and Rugby Radio Station (Nominee) Limited as Trustees of Rugby Radio Station Limited Partnership (1), Rugby Borough Council ("**Borough Council**") (2), and Warwickshire County Council ("**County Council**") (3) (as varied by Deeds of Variation dated 25 May 2017, 28 June 2017 and [] and as supplemented by Supplemental Deed dated []) ("**2014 Agreement**")

(B) The 2014 Agreement imposes certain obligations ("**Obligations**") on and between the parties in relation to land at Radio Station Rugby ("**Site**").

(C) [optional: insert reference to any relevant planning permission]

(D) The Primary Owner has made an application to the Borough Council for land forming part of the Site more particularly described in the plan attached at annex 1 to this Notice ("**Released Land**") to be released from all Obligations of the 2014 Agreement [save for [identify any obligations agreed as continuing to bind the Released Land]].

(E) It is acknowledged that: [these matters to be agreed between the parties at the time according to circumstances including by the insertion of detail on any relevant planning permission]

1) [for the purposes of a Review pursuant to the Review Process set out at Annex C to the 2014 Agreement reference to Development in the definitions of Achieved IRR, Inputs and Project Appraisal shall be construed to include development of the Released Land pursuant to [] [identify any relevant planning permission]]

2) [any dwellings to be delivered and occupied pursuant to [identify any relevant planning permission other than the 2014 permission] shall be regarded as part of Key Phase [] and shall count towards the total number of Dwelling Occupations relevant to determining whether a Trigger Number has been exceeded]

3) Identify any obligations agreed as continuing to bind the Released Land

(F) The Borough Council and the County Council hereby certify that as of the date of this Notice the Released Land shall no longer be land to which the 2014 Agreement relates and in relation to which the Obligations are enforceable [save for those Obligations set out in (E)(2) above which shall continue to be Obligations enforceable by the Borough Council and/or the County Council pursuant to Section 106 of the Act.

Executed as a deed by **RUGBY BOROUGH**)
COUNCIL by the affixing of its common seal)
and delivered in the presence of:)

.....
Authorised signatory

Executed as a deed by **WARWICKSHIRE**)
COUNTY COUNCIL by the affixing of its)
common seal and delivered in the presence)
of:

.....
Authorised signatory"

Annex 1 – the Released Land

[insert plan showing Released Land]"

4920 Mortgagee

Any mortgage or charge over the Site or any part of it created following completion of this Deed shall take effect subject to this Deed **PROVIDED THAT** any such mortgagee or chargee with an interest in the site from time to time shall have no liability under this Deed unless it takes possession of the Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

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

Schedule 1

Part 1– Site

All those pieces of parcels of land comprised in the following title numbers:

WK446600 – plan reference A

WK255907 – plan reference A

WK374560 – plan reference B

WK460498 – plan reference C

WK391310 – plan reference D

Part 2 - Development

An urban extension to Rugby for up to 6,200 dwellings together with up to 12,000m² retail (A1), up to 3,500m² financial services (A2) and restaurants (A3-A5), up to 3,500 m² for a hotel (C1), up to 2,900m² of community uses (D1), up to 3,100m² assembly and leisure uses (D2), 31 hectares (up to 106,000m²) of commercial and employment space (B1, B2 and B8), and ancillary facilities; a mixed use district centre and 3 subsidiary local centres including retention and reuse of the existing buildings known as "C" Station (Grade II listed), "A" Station and some existing agricultural buildings; a secondary school and 3 primary schools; public art; green infrastructure including, formal and informal open space and amenity space; retention of existing hedgerows, areas of ridge and furrow and grassland; new woodland areas, allotments and areas for food production, wildlife corridors; supporting infrastructure (comprising utilities including gas, electricity, water, sewerage, telecommunication and diversions as necessary); sustainable drainage systems including ponds, lakes and water courses; a link road connecting the development to Butlers Leap, estate roads and connections to the surrounding highway, cycleway and pedestrian network; ground remodelling; and necessary demolition and any ground works associated with the removal any residual copper matting with all matters reserved for future determination except the three highway junctions on the A428; the two junctions on the A5 and the link road junctions at Butlers Leap and Hillmorton Lane.

Schedule 2

Draft Planning Permission

Schedule 3

Education

Part 1 – Schools

In **Obligation 1** the **Obligation** in a) relating to the giving of notice etc shall not apply to **Key Phase 1** and the expression “**Key Phase**” when used in **Obligation 1** shall be construed accordingly

Obligation 11 applies only and separately to each **Subsequent Key Phase** and reference in **Obligation 11** to “**Subsequent Key Phase**” shall be construed accordingly

Ref	Obligation	Land Bound	Event	Land Released	Release Event
1	<p>Where a School Site is included in a Key Phase:</p> <p>a) save in relation to Key Phase 1 to give notice to the County Council that the Key Phase has been Identified as soon as reasonably practicable (and in any event before submission for approval of material in relation to the Key Phase pursuant to Planning Condition 11) and to supply to the County Council information as shall be reasonably available to the Owner in relation to the development programme for the Key Phase which may assist the County Council in making a timely start on the design and procurement of the relevant School</p> <p>b) not to Commence Development on the Key Phase until there has been Approved by the County Council the relevant School Site Identified on a plan on a scale of 1:2000 PROVIDED THAT in</p>	The relevant Key Phase	Identification of the relevant Key Phase	<p>The relevant Key Phase</p> <p>Each Exempt Unit</p>	<p>Approval of the relevant School Site</p> <p>The date when the relevant Exempt Unit is acquired by a Beneficial Occupier</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	relation to the Secondary School Site a parcel of land up to 10ha. may be Identified for the purposes of this Obligation 1 from which the Secondary School Site will derive for the purposes of any School Site Offer in relation to the same				
2	To Reserve the relevant School Site PROVIDED THAT in relation to the Secondary School Site a parcel of land up to 10ha. may be Identified for the purposes of this Obligation 2 from which the Secondary School Site will derive for the purposes of any School Site Offer in relation to the same	The relevant School Site as Identified pursuant to Obligation 1	Identification of the relevant School Site	The relevant School Site as Identified pursuant to this Obligation 1	The first to occur of (i) transfer of the relevant School Site to the County Council and (ii) Rejection by the County Council of the relevant School Site Offer
3	If a School Site Call Notice is served in relation to a School Site to make a School Site Offer in relation to the said School Site no later than 28 days from receipt of the said School Site Call Notice	The relevant School Site	Service of the relevant School Site Call Notice	The relevant School Site	The making of a School Site Offer in relation to the relevant School Site
4	In relation to each School unless in relation to it a School Building Notice has been served and accepted to pay the relevant School Payment 1 to the County Council no later than the relevant Trigger Event in the School Delivery Timetable	The Site	Commencement of Development	The Site	Payment of the relevant School Payment 1
				The Site	Acceptance of a School Building Notice for the relevant School
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
5	In relation to a School unless in relation to it a School Building Notice is accepted not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant School Payment 1 in the School Delivery Timetable until the relevant School Payment 1 has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant School Payment 1
				The Site	Acceptance of a School Building Notice for the relevant School
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
6	Where in relation to a School a School Building Notice has been served and accepted to provide the	The relevant Key Phase within which the relevant School	Acceptance of the relevant School Building Notice	The relevant Key Phase within which the relevant School is included	Identification of the Reserved Matters Area for the relevant School

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	relevant School or phase thereof in accordance with the relevant Trigger Event set out in the School Delivery Timetable	is included		The relevant Key Phase within which the relevant School is included	Provision of the relevant School or phase thereof
Each Reserved Matters Area (other than any Residential Reserved Matters Area)				The Reserved Matters Start Date for the relevant Reserved Matters Area	
Each Residential Reserved Matters Area				The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when the relevant Exempt Unit is acquired by a Beneficial Occupier	
7	Where in relation to a School a School Building Notice has been served and accepted to provide the relevant School or phase thereof in accordance with the relevant Trigger Event set out in the School Delivery Timetable	The Reserved Matters Area for the relevant School	The Reserved Matters Approval Date for the relevant School	The Reserved Matters Area for the relevant School	Provision of the relevant School or phase thereof
8	Where in relation to a School a School Building Notice has been served and accepted not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant School in the School	The Site	Commencement of Development	The Site	Provision of the relevant School or phase thereof
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	Delivery Timetable until the relevant School has been provided			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
9	Where in relation to any School a School Contract Notice has been served to pay to the County Council each relevant instalment of the relevant School Payment (being as the case may be School Payment 2, School Payment 3 or, in relation to the Secondary School, School Payment 4 (if required) or, in relation to the Additional FE, School Payment 5 (if required) in each case no later than the relevant Trigger Event for the same in the relevant School Contract Notice	The Site	Commencement of Development	The Site	Payment of the relevant instalment of School Payment 2, School Payment 3 School Payment 4 and School Payment 5
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
10	Where in relation to any School a School Contract Notice has been served not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the School Delivery Timetable for that School unless either: i) the relevant School Payment related to that School has been paid in full (being as the case may be School Payment 2, School Payment 3 or, in relation to the Secondary School, School Payment 4 (if required), or in relation to the Additional FE, School Payment 5 (if required); or ii) payments which have fallen due under the relevant School Contract Notice at the time of the said relevant Trigger Event (being the relevant Trigger Number mentioned above in this Obligation 10) have been made	The Site	Commencement of Development	The Site	Payment of either: the relevant School Payment; or ii) payment in accordance with the relevant School Contract Notice being up to date at the relevant Trigger Event (being the relevant Trigger Number mentioned in this Obligation 10)
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
11	Save in relation to Key Phase 2 not to Commence the construction of any Dwelling on the Subsequent Key Phase until the School Review Process has been carried out in relation to it	Separately each Subsequent Key Phase	Identification of the relevant Subsequent Key Phase	Separately each Subsequent Key Phase	The carrying out of the School Review Process in relation to the relevant Subsequent Key Phase
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – SEN Payments

Ref	Obligation	Land Bound	Event	Land Released	Release Event
12	To pay to the County Council a Primary SEN Payment no later than each Trigger Event in the SEN Payment Timetable unless otherwise agreed in writing between the Owner and the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Primary SEN Payment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
13	Not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant Primary SEN Payment in the SEN Payment Timetable until the relevant Primary SEN Payment has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Primary SEN Payment
				Each Reserved Matters Area (other than a Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
14	To pay to the County Council a Secondary SEN Payment no later than each Trigger Event in the SEN Payment Timetable unless otherwise agreed in writing between the Owner and the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Secondary SEN Payment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
15	Not to Occupy more Dwellings than shall exceed the relevant Trigger Number for the relevant Secondary SEN Payment in the SEN Payment Timetable until the relevant Secondary SEN Payment has been	The Site	Commencement of Development	The Site	Payment of the relevant Secondary SEN Payment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	paid to the County Council			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Schedule 4

Affordable Housing

~~In this Schedule and as the context requires references to Key Phase shall be read as either Key Phase 1 or a Subsequent Key Phase in each case where Dwellings are included in the Key Phase and references to Key Phase shall be construed accordingly~~

Part 1 - Key Phase Affordable Housing Delivery by Portion – ~~the Obligations in Part 1 are subject to the Key Phase 1/2 Affordable Housing Delivery Arrangements~~

Ref	Obligation	Land Bound	Event	Land Released	Release Event
16	<p>This Obligation 16 applies to Key Phase 1 only and a reference within the fifth and sixth columns to "Reserved Matters Area" shall include the area of an "Early Works Approval"</p> <p>Save for the Early Parcels (Blue) not to Commence the construction of any Dwelling on Key Phase 1 until the Key Phase Affordable Housing Delivery Plan for Key Phase 1 has been submitted to and Approved by the Borough Council(not used)</p>	Key Phase 1	Identification of Key Phase 1	Key Phase 1	Approval of the Key Phase Affordable Housing Delivery Plan for Key Phase 1
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
17	<p>This Obligation 17 applies to each Subsequent Key Phase and a reference within the fifth and sixth columns to "Reserved Matters Area" shall include the area of an "Early Works Approval"</p> <p>Save for the Early Parcels (Green) not to Commence the construction</p>	Separately each Subsequent Key Phase	Identification of the relevant Subsequent Key Phase	The relevant Subsequent Key phase	Approval of the Key Phase Affordable Housing Delivery Plan for the relevant Subsequent Key Phase and Agreement or Determination of the Outcomes of the Review Process in relation to the relevant Subsequent Key Phase
				Each Reserved Matters Area (other than any Residential	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	of any Dwelling on the Subsequent Key Phase until in relation to the same: a) the Review Process has been carried out producing the Outcomes of the Review Process; and b) the Key Phase Affordable Housing Delivery Plan has been submitted to and Approved by the Borough Council(not used)			Reserved Matters Area)	
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
18	<p>This Obligation 18 applies separately in respect of each <u>Review Process pursuant to the Affordable Housing Review Process Timetable to any Subsequent Key Phase which contains in excess of 1000 Dwellings and where in relation to the same paragraph 6 within the definition of Key Phase Affordable Housing Delivery Plan applies so that a Supplemental Review is required</u></p> <p>Not to Commence the construction of more Dwellings <u>(excluding for the avoidance of doubt, any Dwellings comprised in the Early Parcels)</u> than the relevant Trigger Number <u>set out in the Affordable Housing Review Process Timetable until (a) in relation to the relevant Portion Subsequent Key Phase: a) the relevant supplemental Review Process has been carried out producing the Outcomes of the Review Process; and b) a revised Key Phase Portion Affordable Housing Delivery Plan in respect of the</u></p>	<p>Separately each Subsequent Key Phase to which this Obligation 18 is applicable <u>The Site (excluding the Early Parcels)</u></p>	<p>Identification of the relevant Subsequent Key Phase</p>	<p>The relevant Subsequent Key Phase <u>The Site (in relation only to the relevant Review Process and without prejudice to the further application of Obligation 18 in connection with future Trigger Events)</u></p>	<p>Agreement or Determination of the Outcomes of the Review Process in relation to the relevant <u>Portion Subsequent Key Phase and Agreement or Determination of the revised Key Phase Affordable Housing Delivery Plan</u></p>
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	On the Reserved Matters Start Date for the same where such date occurs before the relevant Trigger Event (being the Trigger Number referred to in this Obligation 18)
				<u>Each Residential Reserved Matters Area which is also an Affordable Housing Parcel</u>	<u>On the Reserved Matters Start Date for the same where such date occurs after the approval of the Affordable Housing Parcel Scheme for the same</u>
				<u>Each Residential Reserved Matters Area in circumstances where on the Reserved Matters Approval Date for the same the total number of Dwellings on the Site (excluding the Early Parcels) approved within Reserved Matters</u>	<u>The Reserved Matters Start Date for the relevant Reserved Matters Area</u>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	<p>remainder of the relevant Subsequent Key Phase Portion has been submitted to and Approved by the Borough Council</p>			<p>is less than the next Trigger Number (in sequence) in the first column of the Affordable Housing Review Process Timetable there having been carried out a Review Process in relation to the immediately previous Trigger Number</p>	
				<p>Each Exempt Unit</p>	<p>The date when the relevant Exempt Unit is acquired by a Beneficial Occupier</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
19	<p>This Obligation 19 applies to any Subsequent key Phase in relation to which the Review Process has resulted in separately in respect of any Approved Portion Affordable Housing Delivery Plan which contains an election by the Borough Council that an Offsite Affordable Housing Contribution should be paid and an agreement or Determination as to the timing of the same</p> <p>To pay to the Borough Council the Offsite Affordable Housing Contribution in accordance with the agreement reached in relation to the same following the Outcomes of the Review Process (which may provide for the same to be paid in instalments)</p>	<p>Separately each Subsequent Key Phase to which this Obligation 19 applies The Site (excluding the Early Parcels)</p>	<p>Identification of the relevant Subsequent Key Phase Approval of the relevant Portion Affordable Housing Delivery Plan</p>	<p>Separately each Subsequent Key Phase to which this Obligation 19 applies The Site (in relation to the relevant Offsite Affordable Housing Contribution)</p>	<p>Payment of the relevant Offsite Affordable Housing Contribution or all instalments of the same in relation to the relevant Subsequent Key Phase</p>
				<p>Each Reserved Matters Area other than a Residential Reserved Matters Area</p>	<p>The Reserved Matters Start Date for the relevant Reserved Matters Area</p>
				<p><u>Each Residential Reserved Matters Area</u></p>	<p><u>On the Reserved Matters Start Date for the same where such date occurs before the relevant Trigger Number referred to in Obligation 18 above</u></p>
				<p><u>Each Residential Reserved Matters Area in circumstances where on the Reserved Matters Approval Date for the same the total number of Dwellings on the Site (excluding the Early Parcels) approved within Reserved Matters is less than the next Trigger Number (in sequence) in the first column of the Affordable Housing Review Process Timetable there having been carried out a Review Process in relation to the immediately previous Trigger Number</u></p>	<p><u>The Reserved Matters Start Date for the relevant Reserved Matters Area</u></p>
				<p>Each Residential Reserved Matters Area</p>	<p>The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied</p>
				<p>Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing</p>	<p>The Reserved Matters Start Date for the relevant Residential Reserved Matters Area</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Dwellings	
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
20	<p>Subject to the Key Phase 1/2 Affordable Housing Delivery Arrangements to provide Affordable Housing on the Key Phase in accordance with the relevant Approved Key Phase Affordable Housing Delivery Plan</p> <p><u>To provide Affordable Housing on the Site in accordance with:</u></p> <p>a) <u>in relation to the Early Parcels, the Key Phase 1/2 Affordable Housing Delivery Arrangements;</u> <u>and</u></p> <p>a)b) <u>in relation to the Site excluding the Early Parcels, the relevant Approved Portion Affordable Housing Delivery Plan</u></p>	<p>Separately each Key Phase <u>The Site</u></p>	<p>Identification of the relevant Key Phase <u>Commencement of Development</u></p>	<p>Each Reserved Matters Area (but without prejudice to the application where relevant of Obligations 23 and 24)</p> <p>Each Exempt Unit</p>	<p>The Reserved Matters Start Date for the relevant Reserved Matters Area</p> <p>The date when the relevant Exempt Unit is acquired by a Beneficial Occupier</p>
21	Not to Occupy more than 500 Dwellings until and unless 8 Shared Ownership Dwellings have	The Site	Commencement of Development	The Site	Transfer freehold or leasehold of 8 Shared Ownership Dwellings to a Registered Provider

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	been transferred freehold or long leasehold to a Registered Provider			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied if the number of Dwellings approved within the relevant Reserved Matters Parcel is less than 500
Each Reserved Matters Area other than a Residential Reserved Matters Area				The Reserved Matters Start Date for the relevant Reserved Matters Area	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when the relevant Exempt Unit is acquired by a Beneficial Occupier	

Part 2 - Affordable Housing Delivery – Affordable Housing Parcels

Ref	Obligation	Land Bound	Event	Land Released	Release Event
22	Not to Commence the construction of any Dwelling on the relevant Affordable Housing Parcel until the Affordable Housing Parcel Scheme for the same has been submitted to and Approved by the Borough Council	Separately each Affordable Housing Parcel	The Reserved Matters Approval Date for the relevant Affordable Housing Parcel	Each Affordable Housing Parcel	Approval of the Affordable Housing Parcel Scheme for the relevant Affordable Housing Parcel
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
23	To provide Affordable Housing on the Affordable Housing Parcel in accordance with the relevant Approved Affordable Housing Parcel Scheme	Separately each Affordable Housing Parcel	The Reserved Matters Approval Date for the relevant Affordable Housing Parcel	Each Affordable Housing Parcel	Provision of Affordable Housing on the Affordable Housing Parcel in accordance with the relevant Approved Affordable Housing Parcel Scheme
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
24	<p>This Obligation 24 applies separately to any Affordable Housing Parcel in relation to which the Affordable Housing Parcel Scheme Approved under Obligation 22 includes a Prescribed Number and a corresponding Trigger Event</p> <p>Not to Occupy more Market Dwellings than the relevant Trigger Number set out in the relevant Approved Affordable Housing Parcel Scheme until the relevant Prescribed Number of Affordable Housing Dwellings have been provided</p>	Separately each Affordable Housing Parcel to which this Obligation 24 applies	The Reserved Matters Approval Date for the relevant Affordable Housing Parcel	Each Affordable Housing Parcel to which this Obligation 24 applies	Provision of the relevant Prescribed Number of Affordable Housing Dwellings
				All or part of the relevant Affordable Housing Parcel	Acquisition of the same by a person from a Chargee PROVIDED THAT the said Chargee shall first have followed the Mortgage Default Protocol
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
25	Where pursuant to an Approved Tenure Allocation an Affordable Housing Dwelling is shown with a particular Affordable Housing tenure not to Occupy that Affordable Housing Dwelling save in the relevant tenure	Separately each Affordable Housing Dwelling	Approval of the Tenure Allocation which includes the relevant Affordable Housing Dwelling	Each Affordable Housing Dwelling	<p>The occurrence of any of the following:</p> <p>a) Acquisition by the occupier of a legal interest in the relevant Affordable Housing Dwelling pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from that occupier;</p> <p>b) Acquisition by a person from a Chargee who in relation to the relevant Affordable Housing Dwelling has followed the Mortgage Default Protocol and has received written confirmation from the Borough Council that is satisfied that the Mortgage Default Protocol has been followed in relation to the relevant Affordable Housing Dwelling</p> <p>c) Where the relevant Affordable Housing Dwelling is a Shared Ownership Dwelling acquisition by the occupier of 100% of the equity in the same and any successors or other persons deriving title from that occupier; or</p> <p>d) where the relevant Affordable Housing Dwelling is shown in the Tenure Allocation as a Low Cost Home for Sale on acquisition by a Beneficial Occupier on terms which ensure that the discount is available to subsequent buyers</p>

Schedule 5

Formal Open Space/NEAPs/LEAPs/Strategic Informal Open Space/Allotments

Subject to the terms of this introduction this Schedule 5 applies to all of the Formal Open Space, NEAPs, LEAPs, Strategic Informal Open Space/Allotments and Separate Orchards and together these are termed "Open Space"

Part 1 – Management, Certification and Public Access Obligations relating to the Site

Ref	Obligation	Land Bound	Event	Land Released	Release Event
26	Not to Occupy any Dwelling until there has been Approved by the Borough Council the Management Strategy and the Public Access Strategy for all of the Open Space	The Site	Commencement of Development	The Site	Approval by the Borough Council of the Management Strategy and the Public Access Strategy for the Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than any Open Space)	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
27	<p>In this Obligation 27 including the fifth and sixth columns "Open Space" shall be construed as Formal Open Space, NEAPs or LEAPs</p> <p>In relation to each area of Open Space to observe and perform the Certification Procedure including as required during the Maintenance Period</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Open Space)	Issue of Final Certificate for the relevant area of Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 33)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 33)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 33)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 33)	<p>The Occurrence of any of the following:</p> <p>a) Issue of the Final Certificate in relation to all of the Open Space within that Key Phase;</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
					<p>b) Satisfaction of such of Obligations 38, 41 or 44 as shall be relevant to the relevant area of Open Space; or</p> <p>c) Identification of the Key Phase in circumstances where the material approved under Planning Condition 9 demonstrates that no Open Space is proposed for the Key Phase</p>
28	<p>In this obligation 28 including the fifth and sixth columns "Open Space" shall be construed as Formal Open Space, NEAPs or LEAPs</p> <p>In relation to each area of Open Space to manage and maintain the same in accordance with a Management Scheme Approved by the Borough Council under such of Obligations 38, 41 or 44 as shall be relevant to the type of Open Space</p>	The Site	Commencement of Development	<p>The Site (in relation to the relevant area of Open Space)</p> <p>Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 34)</p> <p>Each Reserved Matters Area which does not contain any Open Space</p> <p>Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 34)</p> <p>Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 34)</p> <p>Each parcel of RP Land</p> <p>Each Exempt Unit</p>	<p>Satisfaction of such of Obligations 38, 41, or 44 as shall be relevant to the relevant area of Open Space</p> <p>The Reserved Matters Start Date for the relevant Reserved Matters Area</p> <p>The Reserved Matters Start Date for the relevant Reserved Matters Area</p> <p>The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied</p> <p>The Reserved Matters Start Date for the relevant Residential Reserved Matters Area</p> <p>The date of acquisition by a Registered Provider of the relevant parcel of RP Land</p> <p>The date when that Exempt Unit is acquired by a Beneficial Occupier</p>

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Key Phase (but without prejudice to the application where relevant of Obligation 34)	Satisfaction of such of Obligations 38, 41 or 44 as shall be relevant to all the Open Space within that Key Phase
29	<p>In this obligation 29 including the fifth and sixth columns "Open Space" shall be construed as Formal Open Space, NEAPs or LEAPs</p> <p>In relation to each area of Open Space to allow public access to the same in accordance with Public Access Scheme Approved by the Borough Council under such Obligations 38, 41 or 44 as shall be relevant to the type of Open Space</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Open Space)	Satisfaction of such of Obligations 38, 41 or 44 as shall be relevant to the relevant area of Open Space
				Each Reserved Matters Area (but without prejudice to the application where relevant of Obligation 35)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – Management, Certification and Public Access Obligations relating separately to each Key Phase where material approved under Planning Condition 9 demonstrates that a relevant area of Open Space is proposed to be provided on that Key Phase and the expression “Key Phase” shall be construed accordingly

Ref	Obligation	Land Bound	Event	Land Released	Release Event
30	<p>This Obligation 30 applies in relation to Open Space which is Strategic Informal Open Space, Allotments or Separate Orchards</p> <p>In relation to each area of Open Space to observe and perform the Certification Procedure including maintenance and the making good of defects during the Maintenance Period</p>	Separately each Key Phase	Identification of the relevant Key Phase	Separately each Key Phase (in relation to the relevant area of Open Space)	Issue of Final Certificate for the relevant area of Open Space
				Separately each Key Phase (but without prejudice to the application where relevant of Obligation 33)	On satisfaction of such of Obligations 47 48 50 or 51 as shall be relevant to the relevant area of Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 33)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 33)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
31	<p>This Obligation 31 applies in relation to Open Space which is Strategic Informal Open Space, Allotments or Separate Orchards</p> <p>In relation to each area of Open Space to manage and maintain the same in accordance with a Management Scheme Approved by the Borough Council under such of Obligations 47 or 50 as shall be relevant to the type of Open Space</p>	Separately each Key Phase	Identification of the relevant Key Phase	Separately each Key Phase (in relation to the relevant area of Open Space)	Satisfaction of such of Obligations 47 or 50 as shall be relevant to the relevant area of Open Space
				Separately each Key Phase (but without prejudice to the application where relevant of Obligation 34)	Satisfaction of such of Obligations 47 or 50 as shall be relevant to the Open Space within the relevant Key Phase
				Each Reserved Matters Area (other than any Residential Reserved Matters Area). (but without prejudice to the application where relevant of Obligation 34)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 34)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 34)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
32	<p>This Obligation 32 applies in relation to Open Space which is Strategic Informal Open Space, Allotments or Separate Orchards</p> <p>In relation to each area of Open Space to allow public access to the same in accordance with Public Access Scheme Approved by the Borough Council under such Obligations 47 or 50 as shall be relevant to the type of Open Space</p>	Separately each Key Phase	Identification of the relevant Key Phase	Separately each Key Phase (in relation to the relevant area of Open Space)	Satisfaction of such of Obligations 47 48 50 or 51 as shall be relevant to the relevant area of Open Space
				Each Reserved Matters Area (but without prejudice to the application where relevant of Obligation 35)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 3 – Management, Certification, Public Access and Use Obligation relating separately to each area of Open Space

Ref	Obligation	Land Bound	Event	Land Released	Release Event
33	To observe and perform the Certification Procedure including as required during the Maintenance Period	Separately each area of Open Space	The Reserved Matters Approval Date for the relevant Area of Open Space	Separately each area of Open Space	Issue of Final Certificate for the relevant area of Open Space
34	To manage and maintain the area of Open Space in accordance with a Management Scheme Approved by the Borough Council under such of Obligations 38, 41, 44 , 47 or 50 as shall be relevant to the type of Open Space	Separately each area of Open Space	Satisfaction of Obligation 38, 41, 44, 47 or 50 (as relevant to the relevant area of Open Space)	This is an ongoing Obligation (so that no Release applies)	
35	To allow public access to the area of Open Space in accordance with the Public Access Scheme Approved by the Borough Council under such of Obligations 38, 41, 44 , 47 or 50 as shall be relevant to the type of Open Space	Separately each area of Open Space	Satisfaction of Obligation 38, 41, 44, 47 or 50 (as relevant to the Open Space)	This is an ongoing Obligation (so that no Release applies)	
36	In relation to each area of Open Space not to use for purposes other than the relevant Open Space	Separately each area of Open Space	Reserved Matters Approval Date for the relevant area of Open Space	This is an ongoing Obligation (so that no Release applies)	

Part 4 – Formal Open Space delivery Obligations relating to the Site

Ref	Obligation	Land Bound	Event	Land Released	Release Event
37	<p>In relation to each Formal Open Space not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Open Space Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Formal Open Space</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Formal Open Space)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Formal Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 39)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 39)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Key Phase (but without prejudice to the application where relevant of Obligation 39)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase
38	<p>In relation to each Formal Open Space to lay out and construct the same no later than the relevant Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Formal Open Space</p>	The Site	Commencement of Development	The Site (in relation to the relevant area of Formal Open Space)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 39)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any Formal Open Space	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 39)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 39)	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Key Phase (but without prejudice to the application where relevant of Obligation 39)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

Part 5 – Formal Open Space delivery Obligation relating separately to each area of Formal Open Space

Ref	Obligation	Land Bound	Event	Land Released	Release Event
39	<p>To lay out and construct the Formal Open Space no later than the Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Formal Open Space</p>	Separately each Formal Open Space	Reserved Matters Approval Date for the relevant Formal Open Space	Separately each Formal Open Space	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant Formal Open Space

Part 6 – NEAPs – delivery Obligations relating to the Site

Ref	Obligation	Land Bound	Event	Land Released	Release Event
40	<p>In relation to each NEAP not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Open Space Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant NEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant NEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant NEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any NEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 42)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 42)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

Ref	Obligation	Land Bound	Event	Land Released	Release Event
41	<p>In relation to each NEAP to lay out and construct the same no later than the relevant Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant NEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant NEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant NEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any NEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 42)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 42)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 42)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

Part 7 – NEAPs delivery Obligation relating separately to each NEAP

Ref	Obligation	Land Bound	Event	Land Released	Release Event
42	<p>To lay out and construct the relevant NEAP no later than the Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and implemented</p> <p>in relation to the relevant NEAP</p>	Separately each NEAP	Reserved Matters Approval Date for the relevant NEAP	Separately each NEAP	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant NEAP

Part 8 – LEAPs delivery Obligations relating to the Site

Ref	Obligation	Land Bound	Event	Land Released	Release Event
43	<p>In relation to each LEAP not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Open Space Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant LEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant LEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant LEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any LEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 45)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 45)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

Ref	Obligation	Land Bound	Event	Land Released	Release Event
44	<p>In relation to each LEAP to lay out and construct the same no later than the relevant Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant LEAP</p>	The Site	Commencement of Development	The Site (in relation to the relevant LEAP)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant LEAP
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any LEAP	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 45)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 45)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Key Phase (but without prejudice to the application where relevant of Obligation 45)	Satisfaction of such of Obligations 38, 41 or 44, 47 or 50 as shall be relevant to all the Open Space within that Key Phase

Part 9 – LEAPs delivery Obligation relating separately to each LEAP

Ref	Obligation	Land Bound	Event	Land Released	Release Event
45	<p>To lay out and construct the relevant LEAP no later than the Trigger Event in the Open Space Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant LEAP</p>	Separately each LEAP	Reserved matters Approval Date for the relevant LEAP	Separately each LEAP	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant LEAP

Part 10 – Strategic Informal Open Space – delivery Obligations relating separately to each Key Phase

This part 10 applies only and separately to any Key Phase in relation to which the material approved under Planning Condition 11(b) contains a delivery plan for one or more areas of Strategic Informal Open Space within that Key Phase with one or more Trigger Events for delivery of the same

Ref	Obligation	Land Bound	Event	Land Released	Release Event
46	<p>In relation to each area of Strategic Informal Open Space not to Occupy more Dwellings than shall exceed the relevant Trigger Number until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Strategic Informal Open Space</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The Site (in relation to the relevant area of Strategic Informal Open Space)	Issue of Completion Certificate and implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Strategic Informal Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Strategic Informal Open Space)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 48)	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
47	<p>In relation to each Strategic Informal Open Space to lay out and construct the same no later than the relevant Trigger Event and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Strategic Informal Open Space</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The Site (in relation to the relevant area of Strategic Informal Open Space)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Strategic Informal Open Space
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Strategic Informal Open Space)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 48)	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 48)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 11 – Strategic Informal Open Space – delivery Obligation relating to each area of Strategic Informal Open Space

Ref	Obligation	Land Bound	Event	Land Released	Release Event
48	<p>To lay out and construct the relevant area of Strategic Informal Open Space no later than the relevant Trigger Event so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Strategic Informal Open Space</p>	The relevant area of Strategic Informal Open Space	Reserved matters Approval Date for the relevant area of Strategic Informal Open Space	The relevant area of Strategic Informal Open Space	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Strategic Informal Open Space

Part 12 – Allotments and Separate Orchards– delivery Obligations relating separately to each Key Phase

This part 12 applies only and separately to any Key Phase in relation to which the material approved under Planning Condition 11(b) contains a delivery plan for Allotments or any Separate Orchard within that Key Phase with one or more Trigger Events for delivery of the same

Ref	Obligation	Land Bound	Event	Land Released	Release Event
49	<p>In relation to each area of Allotments or Separate Orchard not to Occupy more Dwellings than shall exceed the relevant Trigger Number until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Allotments or Separate Orchard</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The relevant Key Phase (in relation to the relevant area of Allotments or Separate Orchard)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Allotments or Separate Orchard
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Allotments or Separate Orchard)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 51)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
50	<p>In relation to each area of Allotments or Separate Orchard to lay out and construct the same no later than the relevant Trigger Event and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Allotments or Separate Orchard</p>	The relevant Key Phase	Approval of the relevant delivery plan for the relevant Key Phase	The relevant Key Phase (in relation to the relevant area of Allotments or Separate Orchard)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant area of Allotments or Separate Orchard
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Reserved Matters Area which does not contain any area of Allotments or Separate Orchard)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 51)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 51)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 13 – Allotments and Separate Orchards- delivery Obligations relating separately to each area of Allotment or Separate Orchard

Ref	Obligation	Land Bound	Event	Land Released	Release Event
51	<p>To lay out and construct the relevant area of Allotments or Separate Orchard no later than the relevant Trigger Event and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant area of Allotments or Separate Orchard</p>	Separately each area of Allotment	Reserved Matters Approval Date for the relevant area of Allotment	Separately each area of Allotment or Separate Orchard	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant area of Allotments or Separate Orchard

Part 14 – Canal Corridor Improvements

Ref	Obligation	Land Bound	Event	Land Released	Release Event
52	To pay to the Borough Council the Canal Corridor Contribution no later than the Occupation of 5000 Dwellings	The Site	Commencement of Development	The Site	Payment of the Canal Corridor Contribution
				Each Reserved Matters Area (but excluding any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area Identified before the Occupation of 4750 Dwellings	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area Identified Contemporaneously with or after Occupation of 4750 Dwellings	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
52A	Not to Occupy more Dwellings than shall exceed 5000 until the Canal Corridor Contribution has been paid to the Borough Council	The Site	Commencement of Development	The Site	Payment of the Canal Corridor Contribution
				Each Reserved Matters Area (but excluding any Residential	The Reserved Matters Start Date for the relevant Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Reserved Matters Area)	
				Each Residential Reserved Matters Area Identified before Occupation of 4750 Dwellings if on the date such Reserved Matters Area is Identified the total number of Dwellings within all Identified Reserved Matters Areas does not exceed 5000	The Reserved Matters Start Date for the Relevant Matters Area
				Each other Residential Reserved Matters Area	The first date on which all the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Schedule 6

Community Facilities

Part 1 – Community Facilities – Management and Certification Obligations relating to the Site

Ref	Obligation	Land Bound	Event	Land Released	Release Event
53	Not to Occupy any Dwelling until there has been Approved by the Borough Council the Management Strategy and the Public Access Strategy for all of the Community Facilities	The Site	Commencement of Development	The Site	Approval by the Borough Council of the Management Strategy and the Public Access Strategy for the Community Facilities
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than any Community Facility)	The date when that Exempt Unit is acquired by a Beneficial Occupier
54	In relation to each Community Facility to observe and perform the Certification Procedure including maintenance and the making good of defects during the Maintenance Period	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Issue of Final Certificate for the relevant Community Facility
				Each Key Phase	On satisfaction of Obligation 58 in relation to all of the Community Facilities within that Key Phase
				Each Key Phase	On identification of the Key Phase in circumstances where the material approved under Planning Condition 9 demonstrates that no Community Facility is proposed for the Key Phase
				Each Key Phase	On the issue of the Final Certificate in relation to all of Community Facilities within that Key Phase

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 59)	The first date on which all of the Market Dwellings within the same shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land on the date of its acquisition by a Registered Provider	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
55	In relation to each Community Facility to manage and maintain the same in accordance with a Management Scheme Approved by the Borough Council under Obligation 58	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Satisfaction of Obligation 58 in relation the relevant Community Facility
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 60)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 60)	The first date on which all of the Market Dwellings within the same shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 60)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
56	In relation to each Community Facility to allow public access to the same in accordance with a Public Access Scheme Approved by the Borough Council under Obligation 58	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Satisfaction of Obligation 58 in relation to the relevant Community Facility
				Each Reserved Matters Area (but without prejudice to the application where relevant of Obligation 61)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 2 – Community Facilities – delivery Obligations on the Site

Ref	Obligation	Land Bound	Event	Land Released	Release Event
57	<p>In relation to any Community Facility not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Community Facilities Delivery Timetable until:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council and Implemented</p> <p>in relation to the relevant Community Facility</p>	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Community Facility
				Each Key Phase which includes a Community Facility (in relation to the relevant Community Facility)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Community Facility
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 59)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
58	<p>In relation to each Community Facility to construct the same no later than the relevant Trigger Event in the Community Facilities Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council</p> <p>in relation to the relevant Community Facility</p>	The Site	Commencement of Development	The Site (in relation to the relevant Community Facility)	Issue of Completion Certificate and Implementation of the Approved Management Scheme and Public Access Scheme for the relevant Community Facility
				Each Reserved Matters Area (other than any Residential Reserved Matters Area) (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area (but without prejudice to the application where relevant of Obligation 59)	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings (but without prejudice to the application where relevant of Obligation 59)	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Part 3 – Community Facilities- Obligations relating to each Community Facility

Ref	Obligation	Land Bound	Event	Land Released	Release Event
59	<p>To construct the relevant Community Facility no later than the relevant Trigger Event in the Community Facilities Delivery Timetable and so that:</p> <p>a) a Completion Certificate has been issued;</p> <p>b) a Management Scheme has been Approved by the Borough Council and Implemented; and</p> <p>c) a Public Access Scheme has been Approved by the Borough Council</p> <p>in relation to the relevant Community Facility</p>	Separately each Community Facility	Reserved Matters Approval Date for the relevant Community Facility	Separately each Community Facility	Issue of a Completion Certificate, Approval and Implementation of the Management Scheme and Public Access Scheme in relation to the relevant Community Facility
60	To manage and maintain the Community Facility in accordance with a Management Scheme Approved by the Borough Council under Obligation 58	Separately each Community Facility	Reserved Matters Approval Date for the relevant Community Facility	This is an ongoing Obligation (so that no Release applies)	
61	To allow public access to the Community Facility in accordance with a Public Access Scheme Approved by the Borough Council under Obligation 58	Separately each Community Facility	Reserved Matters Approval Date for the relevant Community Facility	This is an ongoing Obligation (so that no Release applies)	

Part 4 – Police Contribution

Ref	Obligation	Land Bound	Event	Land Released	Release Event
62	To pay the Police Contribution 1 to the Borough Council no later than the Occupation of 1000 Dwellings	The Site	Commencement of Development	The Site	Payment of the Police Contribution 1
				Each Reserved Matters Area (but excluding any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
63	Not to Occupy more Dwellings than shall exceed 1000 until the Police Contribution 1 has been paid to the Borough Council	The Site	Commencement of Development	The Site	Payment of the Police Contribution 1
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each parcel of RP Land	The date when that Exempt Unit is acquired by a Beneficial Occupier
				Each Exempt Unit	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
64	To pay to the Borough Council one instalment of Police Contribution 2 no later than the relevant Trigger Event in the Police Contribution 2 Timetable	The Site	Commencement of Development	The Site (in relation to the relevant instalment of Police Contribution 2)	Payment of the relevant Police Contribution 2 instalment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
65	Not to Occupy more Dwellings than shall exceed the relevant Trigger Number in the Police Contribution Timetable until the relevant instalment of Police Contribution 2 has been paid to the Borough Council	The Site	Commencement of Development	The Site (in relation to the relevant instalment of Police Contribution 2)	Payment of the relevant Police Contribution 2 instalment
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Schedule 7

Healthcare

Ref	Obligation	Land Bound	Event	Land Released	Release Event
66	Not to Occupy more Dwellings than shall exceed 3100 until the Health Facility Land Offer has been made)	The Site	Commencement of Development	The Site	The making or Rejection of the Health Facility Land Offer
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Schedule 8

District and Local Centres

Ref	Obligation	Land Bound	Event	Land Released	Release Event
67	Not to Occupy any Dwelling until there has been submitted to and Approved by the Borough Council the District and Local Centres Marketing Strategy	The Site	Commencement of Development	The Site	Approval of the District and Local Centres Marketing Strategy
				In relation to any Reserved Matters Area (other than any Residential Reserved Matters Area or a Reserved Matters Area comprising only the District Centre or a Local Centre)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
68	To observe and perform the Approved District and Local Centres Marketing Strategy according to its terms in relation to each of the District Centre and Local Centres	The Site	Commencement of Development	The Site	Performance of the Approved District and Local Centres Marketing Strategy in relation to the relevant Centre
				Each Reserved Matters Area (other than any which includes the District Centre)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
69	To submit to the Borough Council on a quarterly basis a Marketing Report to commence as required by the Approved District and Local Centre Marketing Strategy	The Site	Commencement of Development	The Site	Occupation of 80% of the relevant Centre (here meaning being any of Occupied, let or under agreement for sale or lease)
				Each Reserved Matters Area (other than any which includes the District Centre)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Schedule 9

Highways and Access

Ref	Obligation	Land Bound	Event	Land Released	Release Event
70	In relation to each Highway Payment to pay the same no later than the relevant Trigger Event in the Highway Payments Timetable	The Site	Commencement of Development	The Site	Payment of the relevant Highway Payment
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
71	Not to Occupy more Development Units than shall exceed the relevant Trigger Number for the making of a Highway Payment	The Site	Commencement of Development	The Site	Payment of the relevant Highway Payment
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	until the relevant Highway Payment has been paid to the County Council			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
Each Employment Reserved Matters Area				The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when that Exempt Unit is acquired by a Beneficial Occupier	
72	To establish a body to comprise the Transport Review Group to participate in the discharge of the responsibilities of the Transport Review Group in accordance with the provisions relating thereto in the Site Wide Travel Plan	The Site	Commencement of Development	The Site	The expiry of 5 years from the first date on which 6200 Dwellings (or if fewer than 6200 Dwellings in aggregate for all Key Phases are actually the subject of Reserved Matters Approvals and the Development is substantially completed, then such lesser number) were Occupied
Each Reserved Matters Area				The Reserved Matters Start Date for the relevant Reserved Matters Area	
Each Exempt Unit				The date when that Exempt Unit is acquired by a Beneficial Occupier	

Ref	Obligation	Land Bound	Event	Land Released	Release Event
73	To pay from the Bus Services Fund for the procurement of the Bus Services to serve the Development in accordance with the decisions of the Transport Review Group	The Site	Commencement of Development	The Site	Full expenditure of the Bus Services Fund or the expiry of five years from the first date on which 6200 Dwellings (or if fewer than 6200 Dwellings in aggregate for all Key Phases are actually the subject of Reserved Matters Approvals and the Development is substantially completed, then such lesser number) were Occupied whichever is the sooner
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
74	To provide and install bus service infrastructure including raised bus boarder, shelter and service flag signs at locations within and around the Development and at a	The Site	Commencement of Development	The Site	Provision and installation of the said infrastructure
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	timetable to be determined by the Transport Review Group			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
Each Employment Reserved Matters Area				The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when that Exempt Unit is acquired by a Beneficial Occupier	
75	In accordance with the Site Wide Travel Plan to pay from the Travel Plan Contingency Fund for measures over and above those committed under the Site Wide Travel Plan to assist in progressing towards the full occupation modal share target as described in the Site Wide Travel Plan such measures to be determined by the Transport Review Group (which for the avoidance of doubt may include payment for the Bus Services over and above the Bus Services Fund)	The Site	Commencement of Development	The Site	Full expenditure of the Travel Plan Contingency Fund or the expiry of two years from First Occupation of 6200 Dwellings (or if fewer than 6200 Dwellings are actually the subject of Reserved Matters Approval and the Development is substantially completed then such lesser number) whichever is the sooner
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
76	In accordance with the Site Wide Travel Plan to pay from the Unforeseen Transport Impacts Fund for measures designed to address any unforeseen transport impacts arising out of the Development as determined by the Transport Review Group	The Site	Commencement of Development	The Site	Full expenditure of the Unforeseen Transport Impacts Fund or the expiry of two years from First Occupation of 6200 Dwellings (or if fewer than 6200 Dwellings are actually the subject of Reserved Matters Approval and the Development is substantially completed then such lesser number) whichever is the sooner
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
77	To pay a Bus Priority Works Contribution to the County Council no later than the Occupation of 1420 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
78	Not to Occupy more Development Units than shall exceed 1420 until a Bus Priority Works Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Works Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
79	To pay a Bus Priority Works Contribution to the County Council no later than the Occupation of 2230 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Works Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
80	Not to Occupy more Development Units than shall exceed 2230 until a Bus Priority Works Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Bus Priority Works Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
81	To pay a Cycle and Pedestrian Links Contribution to the County Council no later than the Occupation of 1420 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	Payment of the relevant Cycle and Pedestrian Links Contribution on the Reserved Matters Approval Date for the same. The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	On the first date which all of the Market Dwellings within the same shall have been Occupied
				Each Employment Reserved Matters Area	On the first date on which all the Employment Units within the same shall have been Occupied.
				Each Residential Reserved Matters Area in which <u>all of the Dwellings are Affordable Housing Dwellings</u>	On the Reserved Matters Start Date for the same
				Each parcel of RP Land	On the date of its acquisition by a Registered Provider
				Each Exempt Unit	On the date when that Exempt Unit is acquired by a Beneficial Occupier
82	Not to Occupy more Development Units than shall exceed 1420 until a Cycle and Pedestrian Links Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
83	To pay a Cycle and Pedestrian Links Contribution to the County Council no later than the Occupation of 2230 Development Units	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied

Ref	Obligation	Land Bound	Event	Land Released	Release Event
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
84	Not to Occupy more Development Units as shall exceed 2230 until a Cycle and Pedestrian Links Contribution has been paid to the County Council	The Site	Commencement of Development	The Site	Payment of the relevant Cycle and Pedestrian Links Contribution
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
85	To observe and perform the requirements of the Site Wide	The Site	Commencement of Development	Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area

Ref	Obligation	Land Bound	Event	Land Released	Release Event
	Travel Plan in accordance with its terms			Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
Each Employment Reserved Matters Area				The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied	
Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings				The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.	
Each parcel of RP Land				The date of acquisition by a Registered Provider of the relevant parcel of RP Land	
Each Exempt Unit				The date when that Exempt Unit is acquired by a Beneficial Occupier	
86	To cooperate with the person carrying out the requirements of Obligation 85 in the observation and performance of the Site Wide Travel Plan	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
87	To observe and perform the requirements of the Site Wide Travel Plan in accordance with its terms insofar as the same relates in terms to small occupiers as defined in the Site Wide Travel Plan	Separately each Small Unit	Occupation of the relevant Small Unit	This is an ongoing Obligation (so that no Release applies)	

Ref	Obligation	Land Bound	Event	Land Released	Release Event
88	To observe and perform the requirements of the Site Wide Travel Plan in accordance with its terms insofar as the same relates in terms to occupiers of buildings greater than 1000 sqm gross floor area	Separately each Large Unit	Occupation of the relevant Large Unit	This is an ongoing Obligation (so that no Release applies)	
89	To observe and perform the requirements of the Site Wide Travel Plan in accordance with its terms insofar as the same relates in terms to a School	Separately each School	Occupation of the relevant School	This is an ongoing Obligation (so that no Release applies)	
90	In relation to any Residential Reserved Matters Area to pay to the County Council a Welcome Pack Contribution no later than the first Occupation of any Dwelling on the relevant Residential Reserved Matters Area unless Welcome Packs for the same are to be provided through the person fulfilling the role of travel plan manager as provided in the Site Wide Travel Plan	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	The relevant Residential Reserved Matters Area	Payment of a Welcome Pack Contribution
				The relevant Residential Reserved Matters Area	Provision of Welcome Packs
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Schedule 10

Waste Management

Ref	Obligation	Land Bound	Event	Land Released	Release Event
91	In relation to a Residential Reserved Matters Area to pay to the Borough Council the Waste Management and Recycling Contribution for that Residential Reserved Matters Area no later than Commencement of Development on that Residential Reserved Matters Area	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	The relevant Residential Reserved Matters Area	Payment of the Waste Management Contribution for the relevant Residential Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier
92	In relation to a Residential Reserved Matters Area to pay to the Borough Council the Residential Bin Contribution for that Residential Reserved Matters Area no later than Commencement of Development on that Residential Reserved Matters Area	Separately each Residential Reserved Matters Area	The Reserved Matters Approval Date for the relevant Residential Reserved Matters Area	The relevant Residential Reserved Matters Area	Payment of the Residential Bin Contribution for the relevant Residential Reserved Matters Area
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Schedule 11

Heritage

Ref	Obligation	Land Bound	Event	Land Released	Release Event
93	Not to Occupy any Dwelling until there has been submitted to and Approved by the Borough Council a First Heritage Report	The Site	Commencement of Development	The Site	Approval of the First Heritage Report
				Each Reserved Matters Area (other than any Residential Reserved Matters Area)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
94	If the Approved First Heritage Report identifies any First Heritage Works to carry out the same in accordance with the First Heritage Report	The Site	Commencement of Development	The Site	Issue of Final Certificate for the First Heritage Works
				Each Reserved Matters Area (other than for the relevant Listed Building)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than the relevant Listed Building)	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier
95	Following Final Certificate for the First Heritage Works to maintain the Listed Buildings in a condition comparable with that which subsists on issue of the said Final Certificate (save to allow for the carrying out of the Listed Building Conservation Works)	The Site	Commencement of Development	The Site	Issue of Final Certificate for the Listed Building Conservation Works
				Each Reserved Matters Area (other than for the relevant Listed Building)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than the relevant Listed Building)	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
96	To carry out the Listed Building Conservation Works in accordance with the approval of the same under Planning Condition 20 (which may allow for such works to be in stages)	The Key Phase within which the relevant Listed Building is included	Identification of the Key Phase under Planning Condition 9	The Key Phase within which the relevant Listed Building is included	Issue of Final Certificate for the Listed Building Conservation Works
				Each Reserved Matters Area (other than for the relevant Listed Building)	The Reserved Matters Start Date for the relevant Reserved Matters Area
				Each Exempt Unit (other than the relevant Listed Building)	The date when the relevant Exempt Unit is acquired by a Beneficial Occupier

Schedule 12

Monitoring

Ref	Obligation	Land Bound	Event	Land Released	Release Event
97	To pay to the Borough Council each quarter a Monitoring Sum	The Site	Commencement of Development	The Site	The expiry of 3 years from First Occupation of 5000 Dwellings
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Ref	Obligation	Land Bound	Event	Land Released	Release Event
98	To carry out the activities in the Monitoring Scheme	The Site	Commencement of Development	The Site	The expiry of 3 years from First Occupation of 5000 Dwellings
				Each Exempt Reserved Matters Area	The Reserved Matters Start Date for the relevant Exempt Reserved Matters Area
				Each Residential Reserved Matters Area	The first date on which all of the Market Dwellings within the relevant Residential Reserved Matters Area shall have been Occupied
				Each Employment Reserved Matters Area	The first date on which all the Employment Units within the relevant Employment Reserved Matters Area shall have been Occupied
				Each Residential Reserved Matters Area in which all of the Dwellings are Affordable Housing Dwellings	The Reserved Matters Start Date for the relevant Residential Reserved Matters Area.
				Each parcel of RP Land	The date of acquisition by a Registered Provider of the relevant parcel of RP Land
				Each Exempt Unit	The date when that Exempt Unit is acquired by a Beneficial Occupier

Schedule 13

Part 1- Borough Council's Covenants

GENERAL:

The Borough Council hereby covenants with the Owner:

- 1 to deposit all monies received pursuant to this Deed into a separately identifiable interest bearing account
- 2 to expend all monies received pursuant to this Deed solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums
- 3 not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed
- 4 upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the Borough Council pursuant to this Deed
- 5 within 20 days of the written request of the Owner to issue to the Owner a letter confirming the discharge of one or more of the Obligations PROVIDED THAT such a request may be made at any time after the end of the period during which any such Obligation is imposed and more than one such request may be made in relation to any such Obligation according to its application pursuant to clause 4.
- 6 if at the end of the period of 7 years from the date of receipt any sum of money received by the Borough Council pursuant to this Deed has not been either expended or committed for expenditure by the letting of a contract for the purpose for which it was paid to reimburse the unexpended sum together with interest accrued at the Co-Operative Bank plc base rate (or such other bank as the Borough Council may use for such accounts) to the Owner or such other person as the Owner shall direct PROVIDED THAT such reimbursement shall be made within a period of 20 days from the end of the said 7 year period
- 7 to cooperate with the Owner in producing the outcomes required by the Review Process
- 8 to cooperate with the Owner in providing such information as it may have to assist the Owner in the School Review Process
- 9 to provide suitable and sufficient household waste bins for each Dwelling
- 10 to act promptly and reasonably in connection with the Mortgage Default Protocol
- 11 to act promptly and reasonably in connection with the Certification Procedure

Part 2 – County Council's Covenants

GENERAL:

The County Council hereby covenants with the Owner:

1. to deposit all monies received pursuant to this Deed into a separately identifiable interest bearing account
2. to expend all monies received pursuant to this Deed solely for the purpose for which the monies have been paid as set out in this Deed and as soon as reasonably possible following receipt of each of the said sums (unless otherwise agreed between the Owner and the County Council)
3. not to use any monies received pursuant to this Deed other than for the relevant purpose set out in this Deed (unless otherwise agreed between the Owner and the County Council)
4. upon the written request of the Owner to provide the Owner with a written statement detailing the extent and nature of the expenditure of any sum received by the County Council pursuant to this Deed
5. within 20 days of the written request of the Owner to issue to the Owner a letter confirming the discharge of one or more of the Obligations PROVIDED THAT such a request may be made at any time after the end of the period during which any such Obligation is imposed and more than one such request may be made in relation to any such Obligation according to its application pursuant to clause 4.
6. if at the end of the period of 7 years from the date of receipt any sum of money received by the County Council pursuant to this Deed has not been either expended or committed for expenditure by the letting of a contract for the purpose for which it was paid or returned to the Owner pursuant to paragraph 8 to reimburse the unexpended sum together with interest accrued to the Owner or such other person as the Owner shall direct PROVIDED THAT such reimbursement shall be made within a period of 20 days from the end of the said 7 year period

EDUCATION:

The County Council covenants with the Owner:

7. to act promptly insofar as it is reasonably practicable in all matters pertaining to the delivery of each of the Schools in accordance with the School Delivery Timetable including without limitation:
 - a. using Reasonable Endeavours to co-operate including meeting and corresponding with the Owner in matters relating to any School or School Site including:
 - i. resolving any matter relating to the School Site in order to facilitate the timely service of any School Site Offer; and
 - ii. resolving any matter within the School Site Criteria in order to facilitate a timely start on the design and procurement process for the relevant School;

- b. in signing and dating any contract forming any School Site Offer in order that the said contract becomes legally enforceable between the parties at the earliest opportunity;
 - c. using Reasonable Endeavours to co-operate with the Owner in the event that the Owner expresses in writing an intention or interest in serving any School Building Notice in order that appropriate process may be followed so that the School Building Notice may be accepted by the County Council at the earliest opportunity once served provided that such co-operation shall not prejudice the County Council's right to refuse to accept a Building School Notice and such refusal shall not constitute a breach of this paragraph;
 - d. in submitting progressing and/ or considering any planning application (or application for Reserved Matters Approval as the case may be) required in order to provide any School provided that this paragraph shall not require the County Council to determine any planning application other than in accordance with its statutory obligations; and
 - e. in commencing and progressing any statutory consultation or procurement exercise required in order to provide any School.
8. in relation to each School unless in relation to it a School Building Notice has been served on and accepted by the County Council:
- a. to use Reasonable Endeavours to ensure that each School or phase thereof is Practically Completed and open for use as a School by members of the public prior to the relevant Trigger Event set out in the School Delivery Timetable PROVIDED THAT if the speed of delivery of the Development is such that the County Council is not able to secure the opening of the First Primary School phase 1 by the relevant Trigger Event (200 Dwelling Occupations) but has used Reasonable Endeavours in relation to relevant matters under its control then the Owner and the County Council may agree (or have Determined) following consultation with the Borough Council a later Trigger Event for the First Primary School phase 1 (but no later than 350 Dwelling Occupations) and any consequential corresponding change to the earliest Trigger Event for the relevant School Contract Notice; and
 - b. on Practical Completion of the said School to return to the Owner any part of the relevant School Payment received pursuant to this Deed which has not been spent or committed (by the County entering into a contract) for expenditure together with interest accrued thereon
9. To use Reasonable Endeavours cooperate with the Owner in producing the information required for and in achieving the outcomes required the School Review Process

Annex A – Schools

The Trigger Events in this Annex A Parts 1 – 3 inclusive are subject to the School Review Process in Part 4 and may be adjusted accordingly

Part 1 – Earliest Trigger Event for a School Contract Notice

Contract Notice in relation to a phase of a School	Dwelling Occupation trigger being the earliest Trigger Event for service of the relevant School Contract Notice
First Primary School Site phase 1 (being 1FE)	100
First Primary School Site phase 2 (being an additional FE)	750
Second Primary School Site phase 1 (being 1 FE)	1500
Second Primary School Site phase 2 (being an additional FE)	2400
Third Primary School Site phase 1 (being 1 FE)	3200
Third Primary School Site phase 2 (being an additional FE)	4200
Secondary School Site phase 1	1100
Secondary School Site phase 2	3100
Secondary School Site phase 3	5600

Part 2 – Timing of payments for inclusion within School Contract Notices

School Contract Notice	Trigger Event by date/instalment
First Primary School Site	<p>School Payment 2:</p> <p>first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
	<p>School Payment 3:</p> <p>first instalment three months after the later of the service of the relevant School Contract Notice and Occupation of 750 Dwellings ("Date 1")</p> <p>second instalment six months after Date 1</p> <p>third instalment nine months after Date 1</p>
Second Primary School Site	<p>School Payment 2:</p> <p>first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
	<p>School Payment 3:</p> <p>first instalment three months after the later of the service of the School Contract Notice and Occupation of 2400 Dwellings ("Date 2")</p> <p>second instalment six months after Date 2</p>

	third instalment nine months after Date 2
Third Primary School Site	<p>School Payment 2:</p> <p>first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
	<p>School Payment 3:</p> <p>first instalment three months after the later of service of the relevant School Contract Notice and Occupation of 4200 Dwellings ("Date 3")</p> <p>second instalment six months after Date 3</p> <p>third instalment nine months after Date 3</p>
Secondary School Site PE MHL BSK JH Zm MCM MP	<p>School Payment 2:</p> <p><input checked="" type="checkbox"/> first instalment three months after service of the relevant School Contract Notice</p> <p>second instalment six months after service of the relevant School Contract Notice</p> <p>third instalment months nine after service of the relevant School Contract Notice</p> <p>fourth instalment twelve months after service of the relevant School Contract Notice</p>
PE MHL BSK JH Zm MCM MP	<p>School Payment 3:</p> <p><input checked="" type="checkbox"/> first instalment three months after the later of service of the relevant School Contract Notice and Occupation of 3100 Dwellings ("Date 3")</p> <p>second instalment six months after Date 3</p> <p>third instalment nine months after Date 3</p>

⊗ unless agreed otherwise in writing between the Owner and the County Council the Owner in this context being the owner of the Secondary School Site PE

PE
 MHL
 BSK
 JH
 Zm
 MCM
 MP

Part 3 – School Delivery Timetable (including timetable for payments of School Payment 1)

School	Trigger Event in Dwelling Occupations
Payment of School Payment 1 for the First Primary School	1
First Primary School Phase 1 (1FE)	200
First Primary School Phase 2 (increase to 2FE)	900
Payment of School Payment 1 for the Second Primary School	1300
Second Primary School Phase 1 (1FE)	1800
Second Primary School Phase 2 (increase to 2FE)	2700
Payment of School Payment 1 for the Third Primary School	3100
Third Primary School Phase 1 (1FE)	3600
Third Primary School Phase 2 (increasing to 2FE)	4500
Payment of School Payment 1 for the Secondary School	900 ^(X) <i>MHK</i> <i>DSK</i> <i>MEM</i> <i>Zor</i> <i>MP</i> <i>PE</i>
Secondary School Phase 1	1800
Secondary School Phase 2	3800
Secondary School Phase 3	5900

ⓧ Unless agreed otherwise in writing between the Owner and the County Council the Owner in this context being the owner of the Secondary School Site *DS*

MHK *DSK* *MEM* *Zor* *MP* *PE*

Part 4 – School Review Process

1 Objective and outcomes

- 1.1 The purpose of the School Review Process is, in line with Subsequent Key Phases which contain Dwellings, to undertake a periodic review of Dwelling mix on the Development, its expected effect on child yield from the Development and of the availability of school places in order that the Development should make appropriate provision for school places (including the timing of such places) for children resident on the Development PROVIDED THAT the cost to the Development of education provision shall only be increased as an outcome of the School Review Process as a consequence of changes to the Dwelling mix in the Development resulting in an increase in the expected child yield from the Development ("**the Objective**").
- 1.2 In that regard, and in order to achieve the Objective through the School Review Process, the Owner and the County Council may agree or have Determined that:
- 1.2.1 any of the School Payments other than School Payment 4 or School Payment 5 should be paid at Trigger Events earlier or later in the Development than are shown for the same in Parts 2 or 3 of this Annex A PROVIDED THAT;
- (i) in relation to payment relating to the First Primary School and School Payment 1 for the Secondary School the School Review Process shall not require these earlier than as stated in the said Parts 2 and 3; and
 - (ii) no earlier Trigger Event may be earlier than 100 Dwelling Occupations (Primary) or 500 (Secondary);
- 1.2.2 subject to paragraphs 1.2.3 and 1.2.4 the Trigger Events for the service of any School Contract Notice should be earlier or later than are shown in Part 1 of this Annex A PROVIDED THAT
- (i) in relation to the First Primary School and the Secondary School the School Review Process shall not require these earlier than as stated in the said Part 1; and
 - (ii) no earlier Trigger Event may be earlier than 100 Dwelling Occupations (Primary)
- 1.2.3 a balancing payment for Secondary School Provision (being School Payment 4 or part thereof for additional capacity at the Secondary School) should be made and the timing of any such payment to comprise a Trigger Event for any related School Contract Notice and instalments of School Payment 4 following service of the same) PROVIDED THAT:
- (i) the School Review Process shall not result in any School Contract Notice associated with School Payment 4 being served any earlier than the Occupation of 5600 Dwellings; and

- (ii) the actual amount of School Payment 4 shall be proportionate to the child yield from the Development but need not correspond to a full FE.

1.2.4 a balancing payment for Primary School provision (being School Payment 5 or part thereof for an additional FE at one of the Primary Schools) should be made and the timing of any such payment to comprise a Trigger Event for any related School Contract Notice and instalments of School Payment 5 following service of the same PROVIDED THAT

- (i) the School Review Process shall not result in a School Contract Notice associated with School Payment 5 being served any earlier than the Occupation of 5400 Dwellings; and
- (ii) the balancing payment shall be proportionate to the child yield from the Development but need not correspond to a full FE and no such payment shall be due unless in the School Review Process it is agreed or Determined that child yield from the Development will require Primary School provision of at least 6.5 FE.

1.2.5 the final (in time) Primary SEN Payment and/or the final (in time) Secondary SEN Payment may be reduced if it is agreed or Determined that any lower sums are all that is required in order to make appropriate provision for special educational needs in each respective age group taking account of earlier such payments and such provision already made and available. This part of the School Review Process is not required until an advanced stage in the Development as required by the Owner in an appropriate Subsequent Key Phase

2 **Testing the assumptions**

2.1 The assumptions on which the Primary SEN Payments, the Secondary SEN Payments, the School Delivery Timetable and Trigger Events for School Contract Notices have been based is appended at Appendix 1 and shown in the lower half of the same. The upper half of Appendix 1 is a print of a working spreadsheet and will be used to input the information provided by the Owner in paragraph 2.3.1.

2.2 In the School Review Process some of these assumptions will be tested at each Subsequent Key Phase containing Dwellings commencing at the time at which the relevant Subsequent Key Phase has been defined under Planning Condition 9 ("**School Review Date**"). This testing process is provided for in paragraph 2.3.

2.3 Following definition of a Subsequent Key Phase containing Dwellings the following information will be provided by the Owner to the County Council or vice versa as the case may be:

2.3.1 The Owner will provide information on Dwelling mix at the School Review Date together with such information as is known for Dwellings not yet Occupied in order that this information can be input to Stage 1 of the upper half of Appendix 1 and compared to the base assumptions about Dwelling mix in the lower half of Appendix 1.

- 2.3.2 As a result of the exercise in paragraph 2.3.1 the resultant expected child yield from the Development and the resultant contribution figures (as will be shown at Stage 5 in the upper half of Appendix 1) can be compared to the figures resulting from the original calculations (as shown in the lower half of Appendix 1);
 - 2.3.3 The Owner will make an appropriate assumption as to dwelling mix for the Subsequent Key Phase in question to include in the exercise under 2.3.1;
 - 2.3.4 The County Council will provide information to the Owner on the number of children resident on the Development at the School Review Date seeking places in the Primary Schools on the Development and the number of such places available; and
 - 2.3.5 The County Council will provide information to the Owner on the number of children resident on the Development at the School Review Date seeking places in state funded secondary schools in Rugby (outside of the Development and also at the Secondary School once established) and the number of such places available and the Owner shall be responsible for collating such information as considered necessary (including the numbers of new dwellings occupied in the catchment areas of the said secondary schools) to calculate the extent to which additional need for places (or surplus places) should be attributed to the Development as envisaged by paragraph 1.1 of this Part 4.
- 2.4 Based on the information supplied, the Owner and the Council County will agree or have Determined:
- 2.4.1 what if any changes to the Trigger Events as described in paragraph 1.2.1 and 1.2.2 are needed in order to achieve the Objective; and when appropriate;
 - 2.4.2 whether any balancing payment as described in paragraphs 1.2.3 and 1.2.4 is needed in order to achieve the Objective and if so how much and the timing of such payment as provided for in paragraph 1.2.3 or 1.2.4 as the case may be; and
 - 2.4.3 at the appropriate time whether the final (in time) Primary SEN Payment and/or the final (in time) Secondary SEN Payment should be reduced as provided for in paragraph 1.2.5

3 **Process**

- 3.1 The Owner and the County Council will seek to agree the matters set out in paragraphs 1 and 2 above within 28 days of the first supply by the Owner of information under paragraph 2.3.1 and 2.3.2.
- 3.2 The parties may agree to extend that period of 28 days but from the expiry of the 28 day period either party may refer to Determination.
- 3.3 The parties may agree that following or during the Review Process in Annex C part of the School Review Process may need to be repeated with refreshed information.

4 **Outcomes**

- 4.1 At the end of each School Review Process the Owner and the County Council will agree or have Determined the matters in paragraph 2 as relevant to the Subsequent Key Phase and these outcomes must be recorded in writing and copied to the Borough Council to be retained with this Deed.

Annex B – Bus Services

Part 1

Initial level of Bus Services:

Dwelling Occupation	Bus Provision
300	1 additional single deck bus
800	1 additional single deck bus

Part 2

Indicative level of Bus Services beyond 800 Dwelling Occupations:

Dwelling Occupation	Bus Provision
1600	1 additional double deck bus
2400	1 additional double deck bus
3200	1 additional double deck bus
4000	1 additional double deck bus
4800	1 additional double deck bus
5400	1 additional double deck bus

Annex C – Affordable Housing Review Process

The Affordable Housing to be provided ~~on Subsequent Key Phases (save that for Key Phase 2 this Annex is subject to the Key Phase 1/2 Affordable Housing Delivery Arrangements)~~ within each Portion shall comply with the following requirements.

- 1 The amount and tenure of the Affordable Housing to be provided ~~in Subsequent Key Phases~~ within each Portion shall be agreed or Determined in accordance with the following paragraphs PROVIDED THAT:
 - 1.1 The number of Affordable Housing Dwellings shall not exceed the Policy Target as applied to the ~~Subsequent Key Phase~~ Portion;
 - 1.2 The number of Social Rented Dwellings within each ~~Subsequent Key Phase~~ Portion shall not exceed fifty percent (50%) of the total number of Affordable Housing Dwellings within that ~~Subsequent Key Phase~~ Portion; and
 - 1.3 The Owner secures a pre finance 20% IRR over the lifetime of the Development (“**Target IRR**”).

For the avoidance of doubt, Dwellings comprised in the Early Parcels:

- a) shall not fall within any Portion;
- b) shall be excluded from the numbers of Dwellings referred to in the Affordable Housing Review Process Timetable below (so that e.g. reference to the Commencement of the 1st Dwelling in that Timetable shall mean Commencement of the 1st Dwelling which is not comprised in the Early Parcels); and
- c) shall instead be subject to the Key Phase 1/2 Affordable Housing Delivery Arrangements.

Information

- 2 ~~Prior to the submissions of details under Planning Condition 11 in relation to the Subsequent Key Phase the Owner (and for a Subsequent Key Phase with more than 1000 Dwellings upon the Trigger Event referred to in paragraph 3.2.2(C))~~ Prior to the submission of an application for Reserved Matters Approval which if granted would mean that the number of Dwellings (other than Dwellings comprised in the Early Parcels) would exceed a Trigger Number (but not earlier than the occurrence of the corresponding event in the second column of the Affordable Housing Review Process Timetable below), the Owner will undertake the Review Process below and supply to the Borough Council a viability review of the Development (“the **Review**”) in order to achieve the purpose and outcome in paragraph 3.
 - 2.1 Each financial review will be undertaken on an open book basis produced in Excel or other appropriate format (“**the Model**”) with inputs via Argus Developer or other appropriate format (or both combined) containing information showing evidenced and forecast income and costs over the life of the Development
 - 2.2 The main evidenced and forecast income headings will include but shall not be limited to:

- 2.2.1 Serviced land sales income (within the Development) and forecast values (including from market evidence based on comparable schemes) for the following categories of development;
 - (i) Market Dwellings;
 - (ii) Affordable Housing Dwellings; and
 - (iii) Commercial and mixed use areas;
- 2.2.2 Grant funding for Affordable Housing.
- 2.3 The main evidenced and forecast costs headings will include but not be limited to:
 - 2.3.1 sales expenses
 - 2.3.2 land acquisition price including overages
 - 2.3.3 planning and design fees and other project and professional fees
 - 2.3.4 Servicing costs including;
 - (i) Infrastructure;
 - (ii) Section 106 costs;
 - 2.3.5 other relevant costs including but not limited to:
 - (i) build costs (accompanied by a QS cost report);
 - (ii) the cost of providing bonds/other guarantees and of accessing finance including any Government funding;
 - (iii) estate management.
 - (iv) housebuilder/developer margin;
 - (v) Growth and inflation factors.
- 2.4 Other inputs will include sales and construction timescales, programme and phasing.
- 2.5 Reviews shall be produced in accordance with Royal Institution of Chartered Surveyors (RICS) Guidance Note "Financial Viability in Planning" (August 2012) or any such replacement or successor guidance produced from time to time.
- 2.6 The Review will show an IRR calculated from the net cash flows resulting from the application of the Model but before the inclusion within the Model of the cost of finance (i.e. interest).
- 2.7 Where a higher percentage than the Target IRR is shown, the amount over the Target IRR is termed "**the Excess**".
- 2.8 The Borough Council will enter into a non disclosure agreement with the Owner in relation to the Review and the application of the Review Process in relation to

it (save for the outcomes). In return the Owner will in good faith supply the Review on an open book basis.

- 2.9 The Owner will pay to the Borough Council a sum to be agreed up to £20,000 to cover the Borough Council's reasonable costs in its involvement in the Review Process

3 Purpose and Outcomes of the Review Process

- 3.1 The purpose of the Review Process is to agree (or have Determined) an amount (and the tenure) of Affordable Housing up to Policy Target to be provided ~~on the Subsequent Key Phase within the relevant Portion~~ which will ensure the Owner secures the Target IRR and which if factored into the Model as applied under paragraph 2 would reduce any Excess by 50% (or such lower percentage as is needed to achieve the Policy Target). This will be done by undertaking the following steps at each Review;

3.1.1 Inputting to the Model the evidenced and agreed (or Determined) forecast income and costs assuming;

(i) The Key Phase 1/2 Affordable Housing Delivery Arrangements;

(ii) nil Affordable Housing for the ~~Subsequent Key Phase~~Portion under consideration; and

~~(i)~~(iii) nil Affordable Housing for all future ~~Subsequent Key Phases~~Portions in order to produce the IRR based on those inputs and assumptions; and

3.1.2 Where an Excess is produced from the exercise described in paragraph 3.1.1, including within the Model the amount size and tenure mix of Affordable Housing (on the basis of details to be agreed or Determined as set out in paragraph) which when incorporated as part of the Development would reduce the IRR by the equivalent of 50% of the Excess but subject to the Policy Target as applied to the ~~Subsequent Key Phase~~Portion and subject to the Social Rent Cap in order to reduce the Excess by 50%

- 3.2 The detailed outcomes of the Review Process are to be as follows and to be agreed (or Determined) in this order:

3.2.1 an agreed (or Determined) size and tenure mix for the Affordable Housing Dwellings on the relevant ~~Subsequent Key Phase~~Portion taking account of:

(i) the need to start the process from the Tenure Mix Starting Point;

(ii) the need for Affordable Housing within the Borough Council's area at the date of the relevant Review Process;

(iii) the then current and relevant national and local planning policy on Affordable Housing;

- (iv) the Owner's reasonable and commercially prudent representations as to design, community mix, commercial and other implications of any proposed size and tenure mix;
- (v) the availability of grant funding for Affordable Housing;
- (vi) the provision of Social Rent Dwellings in other ~~Key Phases~~Portions and the need to observe the Social Rent Cap;
- (vii) the proposed timing for delivery of the Development across the relevant ~~Subsequent Key Phase~~Portion (including of Affordable Housing); and
- ~~(viii) in the case of a supplemental Review Process in circumstances where paragraph 7 within the definition of Key Phase Affordable Housing Delivery Plan applies the need for consistency with and taking account of any Review Process already undertaken in relation to the relevant Subsequent Key Phase and~~
- ~~(ix)~~(viii) any other material considerations at the time the Review Process is undertaken.

3.2.2 The outcome from 3.2.1 will be:

- (A) an agreed (or Determined) percentage of Affordable Housing Dwellings within the ~~Subsequent Key Phase~~Portion; and
- (B) an agreed (or Determined) tenure of each of those Affordable Housing Dwellings; ~~and~~
- ~~(C) for a Subsequent Key Phase with more than 1000 Dwellings the Trigger Event for any supplemental Review Process during the delivery period of the relevant Subsequent Key Phase.~~

3.2.3 The outcomes from 3.2.1 will be included in the ~~Key Phase~~Portion Affordable Housing Delivery Plan for the ~~Subsequent Key Phase~~relevant Portion

4 Timetable

4.1 The Review Process will be undertaken by both parties in a timely way so as not to delay the progress of the Development ~~or the Subsequent Key Phase~~. It may be necessary to allow for outcomes from the School Review Process.

5 Contributions in Lieu

5.1 The Borough Council may elect to receive an Off Site Affordable Housing Contribution equivalent to fifty percent 50% of any Excess (subject as paragraph 3.1) in lieu of the provision of Affordable Housing Dwellings on the ~~Subsequent Key Phase~~relevant Portion (or such pro rated sum as may be agreed) through the Approval of the Portion Affordable Housing Delivery Plan in which case the

Owner and the Borough Council will agree or have Determined the timing of the payment of such Off-Site Affordable Housing Contribution

6 Affordable Housing Review Process Timetable

6.1 In this timetable, references to 'Dwellings' shall not include any Dwellings comprised in the Early Parcels (so that e.g. reference to the Commencement of the 1st Dwelling in that Timetable shall mean Commencement of the 1st Dwelling which is not comprised in the Early Parcels)

Trigger Event	Not before	Portion
<u>Commencement of the 1st Dwelling</u>	N/A	<u>1st – 1,000th Dwellings</u>
<u>Commencement of the 1,001st Dwelling</u>	<u>Occupation of the 500th Dwelling</u>	<u>1,001st – 2,000th Dwellings</u>
<u>Commencement of the 2,001st Dwelling</u>	<u>Occupation of the 1,000th Dwelling</u>	<u>2,001st – 3,000th Dwellings</u>
<u>Commencement of the 3,001st Dwelling</u>	<u>Occupation of the 1,500th Dwelling</u>	<u>3,001st – 4,000th Dwellings</u>
<u>Commencement of the 4,001st Dwelling</u>	<u>Occupation of the 2,000th Dwelling</u>	<u>4,001st – 5,000th Dwellings</u>
<u>Commencement of the 5,001st Dwelling</u>	<u>Occupation of the 2,292nd Dwelling</u>	<u>All Dwellings from and including the 5,001st Dwelling</u>

PROVIDED THAT the scope of any Portion may be amended by agreement between the Owner and the Borough Council as is provided for in the definition of Portion Affordable Housing Delivery Plan

Annex D - Open Space Delivery Timetable

Open Space	Dwelling Occupations
<u>Open Space</u>	
Formal Open Space 1	500
Formal Open Space 2	2500
Formal Open Space 3	5800
<u>NEAPs</u>	
NEAP 1	1000
NEAP 2	3000
NEAP 3	5000
<u>LEAPs</u>	
LEAP 1	First Occupation
LEAP 2	500
LEAP 3	1000
LEAP 4	1500
LEAP 5	2000
LEAP 6	2500
LEAP 7	3000
LEAP 8	3500
LEAP 9	4000
LEAP 10	4500

Annex E - Highways

PART 1 - HIGHWAYS

Highway Works	Description
<u>Part 1</u>	
Brownsover Road/Boughton Road	Installation of signalisation equipment and alterations to the A426 Boughton Road, Brownsover Road roundabout and/or works in the vicinity to manage traffic to improve its operation in accordance with such scheme of works as the County council shall determine
A426/Avon Mill roundabout (" Avon Mill ")	Improvements at the junction of A426/Newbold Road Roundabout (Avon Mill) and Newbold Road/Hunters Lane and/or works in its vicinity to manage traffic and improve its operation in accordance with such comprehensive scheme of improvements as the County Council shall determine.
Clifton upon Dunsmore Traffic Calming	Traffic management measures within Clifton upon Dunsmore

PART 2 - HIGHWAY PAYMENT TIMETABLE

<u>Payment</u>	<u>Relevant Highway Works</u>	<u>Development Unit Occupation Trigger Event</u>
----------------	-------------------------------	--

Payment of £1.7 million in connection with Brownsover Road/Boughton Road payable in 3 instalments as follows:

£550,000	Brownsover Road/Boughton Road	2400
£550,000	Brownsover Road/Boughton Road	2800
£600,000	Brownsover Road/Boughton Road	3200

Payment of £900,000 in connection with Avon Mill payable in 3 instalments as follows:

£300,000	Avon Mill	1530
£300,000	Avon Mill	1850
£300,000	Avon Mill	2230

£200,000	Clifton Upon Dunsmore Traffic Calming	350
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Annex F - Certification Procedure

The Certification Procedure shall be as follows:-

In relation to each area of Open Space or Community Facility the Owner shall:

- 1 Give written notice to the Borough Council as soon as reasonably practicable following completion of the construction of the Community Facility and/or laying out of the relevant area of Open Space, that the relevant works are complete. The notice shall specify the relevant area of Open Space or Community Facility to which the notices relates and the work carried out to construct the Community Facility and/or layout the relevant area of Open Space.
- 2 the Borough Council shall inspect the relevant area Open Space or Community Facility in the presence of the Owner or its agent within three (3) weeks of receipt of the notification given under paragraph 1 above.
- 3 the Owner shall complete (or procure the completion of) any outstanding works which the Borough Council (acting reasonably) deems to be incomplete or unsatisfactory within one (1) month of receiving the Borough Council's written request or such longer period as may be agreed having regard to the nature of the outstanding works.
- 4 the Borough Council shall re-inspect the further works (if any) in the presence of the Owner (or its agent) within three (3) weeks of receipt of notification from the Owner that the further works have been completed.
- 5 when any area of Open Space or Community Facility is completed to the reasonable satisfaction of the Borough Council, the Borough Council shall issue a Completion Certificate stating that the works have been completed and that the Maintenance Period shall commence during which the Owner shall as required by relevant Obligation in Schedule 5 maintain that area of Open Space or Community Facility and undertake any repairs or renovations required in order to maintain the area of Open Space or the Community Facility to the standard as certified by the Borough Council.
- 6 In the event that the Council fails to inspect within the 3 week period referred to in paragraph 2 or 4 or thereafter fails to confirm what works it considers to be outstanding within 1 week of inspection the area of Open Space or the Community Facility shall be deemed to be completed satisfactorily and the Maintenance Period shall be deemed to have commenced on the expiry of the relevant period.
- 7 On the expiry of the Maintenance Period, the Owner shall notify the Council and submit a Final Certificate in relation to the relevant Open Space or Community Facility

Annex G - School – Transfer Terms

- 1 The transfer shall be of part of the freehold of the Site identified as the relevant School Site subject to any encumbrances on the title to the Site which are then subsisting and enforceable and capable of taking effect against the School Site Land and/or the transferee save as to any financial charges.
- 2 The transfer shall be with full title guarantee and with vacant possession.
- 3 The consideration for the transfer shall be a nominal monetary consideration of a minimum amount of £10 plus VAT if chargeable.
- 4 The transfer shall as appropriate in the circumstances include the grant of non-exclusive rights for the benefit of the School Site Land (and each and every part of it) and any person expressly or impliedly authorised by the transferee to make use of such rights:
 - 4.1 of way, both pedestrian and vehicular, at all times and for all purposes connected with the lawful use of the School Site Land over such parts of the Site as are laid out as roads, footpaths, cycleways and other designated access ways which are intended for use with the School Site Land;
 - 4.2 of services through service media, intended to serve the School Site Land subject to appropriate provisions for rights of relocation ("lift and shift");
 - 4.3 of support for the benefit of the School Site Land and the buildings and structures to be constructed thereon;
 - 4.4 of entry onto adjoining property comprised in the Site to maintain and repair and replace any service media, such right to be limited to be exercisable only over any land which is not included or intended to be included in the curtilage of any dwelling or other building;
 - 4.5 of use of common parts of private shared areas and designated open spaces to the extent necessary or desirable and appropriate in the reasonably held opinion of either party to the transfer.
- 5 The reservation of rights as appropriate in the circumstances for the benefit of the remainder of the Site taking effect over the School Site Land in like terms, mutatis mutandis, those set out in paragraph 4.
- 6 Covenants restrictive as to use, consistent with the transfer of the School Site Land for its lawful use and which shall limit the use of the School Site Land for the construction of school buildings and related facilities for the provision of publicly funded education and use of such buildings and facilities thereafter.
- 7 A covenant by way of indemnity given by the transferee in favour of the transferor in relation to the future observance and performance of any encumbrances on the title to the School Site Land which are then still subsisting and enforceable and capable of taking effect against the School Site Land and/or the transferee.
- 8 Covenants on the part of the transferor to complete or procure completion of the construction and secure adoption of all roads, footpaths, cycleways and other designated accesses and all service media and open spaces within the Site

which are intended to be adopted as public facilities to be maintainable at the public expense and which benefit the School Site Land.

- 9 Such other provisions as are reasonably and properly required for the good and proper management and maintenance of the Site and the preservation of the appearance of the same.
- 10 An acknowledgement that the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to the transfer and nothing therein shall confer or purport to confer on any third party any benefit or any right to enforce any term of the transfer where, but for such provisions, such benefit or right would come into existence solely by virtue of that Act.
- 11 An agreement and declaration to the effect that the transferee shall not be entitled to any right of light or air in relation to the School Site Land which might in the transferor's reasonable opinion restrict or interfere with the development or user of the Site.
- 12 An agreement and declaration acknowledging that no easement or quasi easement will arise for the benefit of the School Site Land other than rights specifically granted and excluding the creation of any form of implied easement.
- 13 Provisions for a call option enabling the transferor to call upon the transferee to transfer back to the transferor (or whomsoever the Owner shall nominate) for the same consideration and free from all restrictions so that the Owner shall be at liberty to develop the same subject to securing all necessary consents the School Site Land if no construction contract has been signed for the construction of the relevant School within 3 months of the date of the transfer of the land comprised in the School Site Land transfer.

Annex H - Supplemental Deed

DATED 2[]

[] (1)

and

[] (2)

to

RUGBY BOROUGH COUNCIL (3)

and

WARWICKSHIRE COUNTY COUNCIL (4)

PLANNING OBLIGATION BY UNDERTAKING

given pursuant to
Section 106 of the
Town and Country Planning Act 1990
relating to land at the
the former Radio Station Site Rugby

THIS PLANNING OBLIGATION BY UNDERTAKING dated
IS GIVEN BY:

20[]

- (1) [] (company number []) whose registered office is at [] (“the Owner”); [and]
- (2) [[] (company number []) whose registered office is at [] (“the Chargee”)]

TO

- (3) **RUGBY BOROUGH CITY COUNCIL** of Town Hall Evreux Way Rugby Warwickshire CV21 2RR (“the Borough Council”); and
- (4) **WARWICKSHIRE COUNTY COUNCIL** of Shire Hall Warwick Warwickshire CV34 4RL (“the County Council”).

RECITALS

- A The Borough Council is the local planning authority for the purposes of this Undertaking for the area within which the Application Site is situated.
- B The County Council is the local highway authority a local planning authority and the local education authority for the purposes of this Undertaking for the area in which the Application Site is situated.
- C The Agreement was completed and the Planning Permission was issued by the Borough Council on [] for the Development.
- D The Owner is the freeholder of the Land.
- E The Owner enters into this Undertaking pursuant to Clause 5.3 of the Agreement in order that the Land shall become land to which the Agreement relates subject to the term of the Agreement.

OPERATIVE PROVISIONS

1 Definitions

- 1.1 In this Undertaking (unless the context otherwise requires) the following expressions shall have the following meanings:

“Agreement” means an agreement made pursuant to section 106 of the Planning Act between Rugby Radio Station (General Partner) Limited and Rugby Radio Station (Nominee) Limited as Trustees of Rugby Radio Station Limited Partnership (1) Rugby Borough Council (2) and Warwickshire County Council (3) dated [];

“the Land” means the land shown edged red on the Plan;

“the Plan” means the plan attached to this Undertaking.

1.2 Terms defined in the Agreement shall have the same meaning in this Undertaking and reference shall be had to the Agreement in the interpretation of this Undertaking.

2 **Legal Effect**

2.1 This Undertaking constitutes a planning obligation for the purposes of and is made pursuant to section 106 of the Planning Act to the intent that subject to the terms hereof it will bind the Owner and its successors in title to each and every part of the Land and their assigns as provided in that section but subject to the terms hereof and to the terms of the Agreement.

2.2 This Undertaking will be enforceable by the Borough Council and the County Council.

2.3 This Undertaking takes effect on the date hereof.

3 **Obligations**

3.1 The Owner for itself and its successors in title hereby agree that from the date hereof the Land shall be regarded as part of the Site with the effect that the Obligations within the Agreement shall relate to the Land as if the Site had been extended to include the Land on the date of the Agreement.

3.2 [The Chargee consents to the Owner entering into this Undertaking and it and each of the parties acknowledges that] any mortgage or charge over any part of the Land created following completion of this Undertaking shall take effect subject to this Undertaking but PROVIDED ALWAYS THAT neither the Chargee nor any other mortgagee or chargee with an interest in the Land from time to time shall have any liability under this Undertaking in relation to any such part of the Land to which its mortgage or charge relates or shall relate unless it takes possession of that part of the Land pursuant to its mortgage or charge in which case it too will be bound by the said obligations as if it were a person deriving title from the Owner.

IN WITNESS the Owner has executed this Undertaking as a Deed on the date written above.

EXECUTED AS A DEED by)

[])

in the presence of)

Director

Director/Secretary

[EXECUTED AS A DEED by)
[])
in the presence of)

Director

Director/Secretary]

Annex I – Site Wide Travel Plan

Annex J

Key Phase 1/2 Affordable Housing Delivery Arrangements

1. ~~Key Phase 1 and Key Phase 2 will be combined for the purposes of the submission of a combined Key Phase Affordable Housing Delivery Plan.~~ Across Key Phase 1 and Key ~~Stage~~Phase 2 combined:
 - a. the first 350 Dwellings will deliver nil Affordable Housing;
 - b. of the subsequent 150 Dwellings (i.e. the 351st – 500th Dwellings inclusive), 8 will be delivered as Shared Ownership Dwellings;
 - c. of the remaining capacity of the Early Parcels (up to 135 Dwellings), 10% will be delivered as Affordable Housing in the Preferred Tenure Mix;
2. The Affordable Housing identified in sub-paragraphs 1(b) and 1(c) above will be delivered on the Early Parcels With Affordable Housing in accordance with an interim affordable housing delivery plan for the Early Parcels With Affordable Housing (rather than a ~~Key Phase 2-Portion Affordable Housing Delivery Plan~~). Reference in the definition of Affordable Housing Parcel Scheme to conformity with the relevant ~~Key Phase~~Portion Affordable Housing Delivery Plan shall for the Early Parcels with Affordable Housing be construed as meaning conformity with the interim affordable housing delivery plan for the Early Parcels with Affordable Housing.
3. The interim affordable housing delivery plan referred to in paragraph 2 is to be submitted to and approved in writing by the Borough Council prior to the Commencement of construction of any Dwelling on the Early Parcels With Affordable Housing.
4. ~~The Review Process will then be carried out producing the Outcomes of the Review Process for Key Phase 1 and Key Phase 2 save for the Early Parcels allowing a combined Key Phase Affordable Housing Delivery Plan to be submitted to the Borough Council prior to Commencement of any Dwellings on Key Phase 1 or Key Phase 2 other than on the Early Parcels.~~

Appendix 1 - School Review Process Spreadsheet/Assumptions

Plans

- Listed Building Plan
- Site Plan
- Open Space Delivery and Management Plan
- Early Parcels Plan

Listed Building Plan

Site Plan

Open Space Delivery and Management Plan

Early Parcels Plan

Executed as a deed by **RUGBY BOROUGH**)
COUNCIL by the affixing of its common seal)
and delivered in the presence of:)

.....

Authorised signatory

.....

Authorised signatory

Executed as a deed by **WARWICKSHIRE**)
COUNTY COUNCIL by the affixing of its)
common seal and delivered in the presence)
of:)

.....

Authorised signatory

.....

Authorised signatory

Executed as a deed by **RUGBY RADIO**)
STATION (GENERAL PARTNER) LIMITED)
acting by two directors or a director and its)
secretary:)

Director

Director/Secretary

Executed as a deed by **RUGBY RADIO**)
(NOMINEE) LIMITED acting by two directors)
or a director and its secretary:)

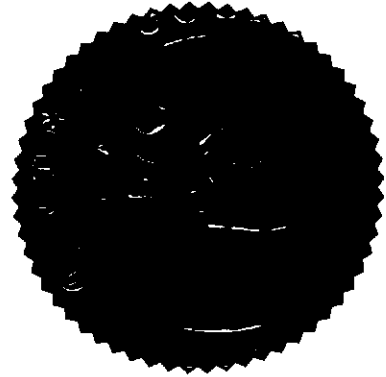
Director

Director/Secretary

Executed as a deed by **RUGBY BOROUGH**)
COUNCIL by the affixing of its common seal)
and delivered in the presence of:)

[Handwritten signature]

Authorised signatory



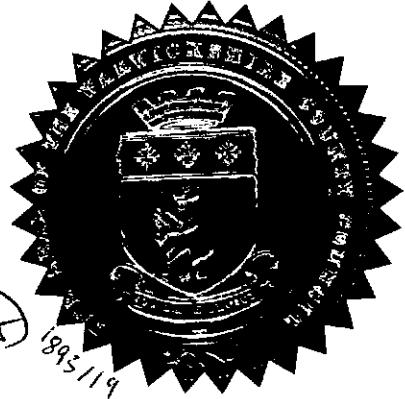
~~Authorised signatory~~

146/19

Executed as a deed by **WARWICKSHIRE**)
COUNTY COUNCIL by the affixing of its)
common seal and delivered in the presence)
of:)

PE
P. Endon
(Designated Officer)

~~Authorised signatory~~



1895/19

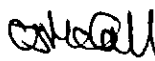
PE ~~Authorised signatory~~

Executed as a deed by **SUE GP LLP** acting)
by:)

Member

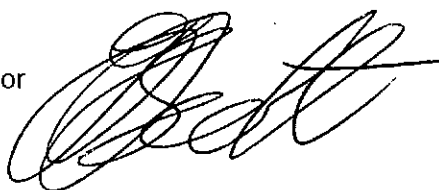


Member



Executed as a deed by **SUE GP NOMINEE**)
LIMITED acting by two directors or a director)
and its secretary:)

Director



~~Director~~/Secretary

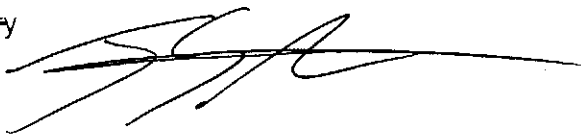


Executed as a deed by **RUGBY RADIO**)
STATION (GENERAL PARTNER) LIMITED)
acting by two directors or a director and its)
secretary:)

Director



Director/Secretary



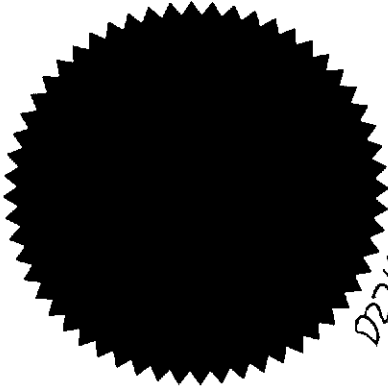
Executed as a deed by **RUGBY RADIO**)
STATION (NOMINEE) LIMITED acting by two)
directors or a director and its secretary:)

Director



~~Director~~/Secretary





222186

(The common seal of **HOMES AND**
(**COMMUNITIES AGENCY** is hereunto affixed
(in the presence of

Jackie Jacob
General Manager
Housing Programmes

Name

Authorised Signatory

Executed as a deed by **MORRIS HOMES**)
(MIDLANDS) LIMITED acting by two directors)
or a director and its secretary:)

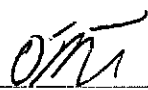
Director

Director/Secretary

Executed as a deed by **CREST NICHOLSON**)
OPERATIONS LIMITED acting by an attorney)
in the presence of:)

Director Attorney 

Attorney's name T. NICHOLSON

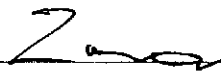
Witness' signature 

Witness' name (BLOCK CAPITALS) OLIVER KEMP


Witness address Crest Nicholson
Pycroft Road
Chertsey
Surrey
KT16 9GN

Witness' occupation ADMINISTRATOR

Executed as a deed by **REDROW HOMES**)
LIMITED acting by an attorney in the presence)
of:)

Attorney 

Attorney's name C. MICKLEWRIGHT

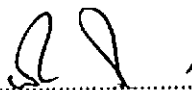
Witness' signature 

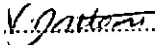
Witness' name (BLOCK CAPITALS) VANESSA DATTAJI

Witness address c/o Redrow House
Kinsall Green
Wilnecote
Tamworth
Staffordshire B77 5PX

Witness' occupation SECRETARY

SIGNED AS A DEED by
MAREE MARSA
REDROW HOMES LIMITED
In the presence of: -

)
)
)
)

.....
as attorney for REDROW HOMES
LIMITED

Witness Name: JANESEA DIALANT.....
Witness Signature: .....
Witness Address: c/o Raffles House, Kings Hill
Green, Laineate, Tamworth B77 5PX
Witness Occupation: Secretary.....

MILLS & REEVE



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