



DATED 28<sup>th</sup> January 2007<sup>8</sup>

- (1) BOROUGH COUNCIL OF WELLINGBOROUGH
- (2) NORTHAMPTONSHIRE COUNTY COUNCIL
- (3) B.S. PENSION FUND TRUSTEE LIMITED
- (4) THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE
- (5) HANSON QUARRY PRODUCTS EUROPE LIMITED
- (6) NORTHAMPTONSHIRE COUNTY COUNCIL
- (7) NETWORK RAIL INFRASTRUCTURE LTD <sup>LIMITED</sup> *305 2520*
- (8) WELLMERE LIMITED
- (9) BOVIS HOMES LIMITED
- (10) BOVIS HOMES GROUP PLC
- (11) ANGLO IRISH BANK CORPORATION PLC

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AGREEMENT CONTAINING  
PLANNING OBLIGATIONS  
relating to land at  
Wellingborough East known as Stanton Cross,  
Wellingborough

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000038

THIS PLANNING OBLIGATION BY AGREEMENT is made on 28<sup>th</sup> January

2007<sup>8</sup>

**BETWEEN:-**

- (1) **BOROUGH COUNCIL OF WELLINGBOROUGH** (the "**Council**");
- (2) **NORTHAMPTONSHIRE COUNTY COUNCIL** of County Hall, Northampton NN1 1AS (the "**County Council**");
- (3) **B.S. PENSION FUND TRUSTEE LIMITED** (company number 171830) whose registered office is at 5th Floor, Centurion House, 24 Monument Street, London, EC3R 8BS ("**First Owner**");
- (4) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** of The Old Schools, Cambridge ("**Second Owner**");
- (5) **HANSON QUARRY PRODUCTS EUROPE LIMITED** (company number 300002) whose registered office is at The Ridge, Chipping Sodbury, Bristol, BS37 6AY ("**Third Owner**");
- (6) **NORTHAMPTONSHIRE COUNTY COUNCIL** of County Hall, Northampton, NN1 1AS ("**Fourth Owner**");
- (7) **NETWORK RAIL INFRASTRUCTURE LTD** (company number 2904587) whose registered office is at 40 Melton Street, London, NW1 2EE ("**Fifth Owner**");
- (8) **WELLMERE LIMITED** (company number 4997168) whose registered office is at Berry House, 4 Berry Street, London EC1 0AA ("**Sixth Owner**");
- (9) **BOVIS HOMES LIMITED** (company number 397634) whose registered office is at The Manor House, North Ash Road, New Ash Green, Longfield, Kent DA3 8HQ ("**Seventh Owner**");
- (10) **BOVIS HOMES GROUP PLC** (company number 00306718) whose registered office is at The Manor House, North Ash Road, New Ash Green, Longfield, Kent DA3 8HQ ("**The Guarantor**"); and
- (11) **ANGLO IRISH BANK CORPORATION PLC** whose registered branch is at 10 Old Jewry, London EC2R 8DN ("**Mortgagee**")

**IT IS AGREED** as follows:-

**1. DEFINITIONS**

1.1 In this Agreement:-

- "**Act**" means the Town and Country Planning Act 1990 (as amended)
- "**Affordable Dwelling**" means a Dwelling to be provided for Affordable Housing in accordance with this Agreement
- "**Affordable Housing**" means housing which is available to persons who have a housing need or are on a low income insufficient to meet their housing need

in the open market either to rent or purchase

**"Affordable Housing Area"**

means one or more areas within the Development to be developed for Affordable Housing

**"Affordable Housing Commuted Sum"**

means a sum per unit of Affordable Housing to be calculated in accordance with Supplementary Planning Guidance XI July 2004 adopted by Wellingborough Borough Council or such alternative guidance as may from time to time be adopted by the Council utilised for the provision of Affordable Housing within the administrative area of the Council

**"Affordable Housing Land"**

means land upon which any Affordable Dwellings are to be built pursuant to an approved Affordable Housing Scheme

**"Affordable Housing Sale Contract"**

means a contract for the sale and purchase of Affordable Housing either for Social Rented Housing or for Shared Equity

**"Affordable Housing Overall Provision"**

means the provision as Affordable Housing of 20% of the total number of Dwellings on the Land such provision to deliver 50% Social Rented Housing and 50% Shared Equity (or such alternative arrangements which shall be agreed by the Council)

**"Affordable Housing Provider"**

means a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with the Housing Corporation or its successors or an alternative affordable housing provider nominated by the Owner and approved by the Council PROVIDED THAT in relation to the Social Rented Housing only an Affordable Housing Provider with a permanent management office within 30 miles of the Neighbourhood Centre from completion of the first relevant Affordable Dwelling and which if it does not already have such a permanent office at the commencement of the development of the first Affordable Dwelling provides a temporary management office from commencement of the development of the first Affordable Dwelling until completion of the first Affordable Dwelling shall be acceptable and PROVIDED THAT the Council and the Owner

shall consult with each other in respect of the identity of the managing Affordable Housing Provider for the management office

**"Affordable Housing Scheme"**

means a written scheme supported by plans and drawings which

- (i) relates to and accompanies any Reserved Matters Application which includes Dwellings and demonstrates how the said Reserved Matters Application fulfils the Affordable Housing Overall Provision ;
- (ii) shows on a plan the Affordable Housing Land;
- (iii) sets out the proposed numbers types and target tenures of Affordable Housing to meet the Affordable Housing Overall Provision within the Reserved Matters Application (subject to such changes as may be agreed with the Council)
- (iv) provides for the construction of the Affordable Dwellings :
  - (a) in relation to houses in single groups of not more than 12 Affordable Dwellings per group; and
  - (b) in relation to flats within single blocks of not more than 12 provided that no more than 3 such blocks shall be sited within the Reserved Matters Application without the agreement of the Council; and
  - (c) in regard to achieving the requirements of (a) and (b) that groups shall whenever reasonable not be located adjacent to other existing or proposed groups of Affordable Dwellings
- (v) demonstrates that the external appearance of the Affordable Dwellings will be materially indistinguishable (in terms of outward design and appearance) from the General Dwellings of similar size

<b>"Application"</b>	means the planning application dated 9 August 2004 made by Bovis Homes Limited, William Davis Limited, Hallam Land Management Limited, B S Pension Fund Trustee Limited, The Chancellor Masters and Scholars of the University of Cambridge, K G Lawrence and Company Limited, Hanson Quarry Products Europe Limited, Northamptonshire County Council, Network Rail Infrastructure Limited, Jacqueline Pearl Redden and Robert Edward Redden and given the reference number WP/2004/0600/O
<b>"Appropriate Authority"</b>	means any or all of the following as appropriate: the Highways Agency, the County Council, the Council, the Environment Agency or Network Rail and their successors in title
<b>"BRING Site"</b>	means a site for the collection of recyclable materials with suitable access for the public and for collection vehicles and appropriate landscaping/screening
<b>"Building Plots"</b>	means individual plots of land within the Self Build Plots sold to individual purchasers for single Dwellings
<b>"Burial Site"</b>	means such area to comprise a Fully Serviced Site of 5,000 square metres the approximate location of which is shown as a burial site on the Master Plan
<b>"Bus Strategy"</b>	means the revised bus strategy dated June 2005 and submitted with the Application (as amended from time to time by the County Council in consultation with the Owner and the Council)
<b>"CCTV"</b>	means a Closed Circuit Television Monitoring System integrated with the existing community surveillance system for Wellingborough and providing coverage of the station, Neighbourhood Centre and access routes to the Development
<b>"CCTV Contribution"</b>	means a sum of £230,000 Subject to Indexation as a contribution towards the CCTV
<b>"Children's Centre"</b>	means a nursery and additional related facilities to be provided in accordance with the details in Schedule 2 in the same building as the First Primary School

<b>"Children's Centre Sum"</b>	means the sum of £1,735,962 subject to Indexation to fund the provision of the Childrens Centre
<b>"Community Building"</b>	means a building in the Neighbourhood Centre to include the facilities itemised in paragraph 2.2 of Schedule 2 and to be located on the same site as the First Primary School and which may be built as a single building with the First Primary School
<b>"Community Building Land"</b>	means 0.338 hectares of Fully Serviced land which is suitable and sufficient to provide for the Community Building within the Neighbourhood Centre adjacent to and contiguous with the First Primary School and Children's Centre Land
<b>"Community Building Sum"</b>	means the sum of £1,210,494 Subject to Indexation required to fund the provision of the Community Building
<b>"Community Facilities"</b>	are as provided for in clause 4.6
<b>"Community Trust"</b>	means a community based organisation set up with the Council's support to run the community centre as itemised in paragraph 2.2 of Schedule 2, to develop community integration in Stanton Cross and manage the Community Trust Sum
<b>"Community Trust Sum "</b>	means the sum of £150 Subject to Indexation per General Dwelling as a contribution towards the work of the Community Trust
<b>"Completion Date"</b>	means the date of completion of a transfer of the relevant Council Property pursuant to Schedule 4 hereto
<b>"Consent"</b>	means the planning permission to be granted in relation to the Application in the form of the draft attached as Schedule 3.
<b>"Convenience Retail Units"</b>	means a minimum of four retail units of up to 1,000 square metres for convenience retail floor space in the Neighbourhood Centre and 250 square metres of convenience retail floor space in the Secondary Local Centre
<b>"Council's Account"</b>	means a separately identified interest bearing account within the Council's financial accounts system
<b>"Council Contract Provisions"</b>	means the contractual provisions set out in

Schedule 4

**"Council Property"**

means the Fully Serviced freehold lands to be transferred to the Council or the County Council (as the case may be) as identified in clause 4 hereto and more particularly being:

Burial Site

Community Building Land

First Primary School and Children's Centre Land

Leisure Facilities

Lorry Park Area

Northern Allotments

Secondary Local Centre Community Hall Land

Second Primary School Land

Secondary School Land

Southern Allotments

Structure Planting

Waste Management Site

**"County Council's Account"**

means a separately identified interest bearing account within the County Council's financial accounts system

**"Date"**

means the date set out at the front of this Agreement containing planning obligations

**"Development"**

means the development permitted by the Consent

**"Dispute Notice"**

means a notice in writing by one party to another setting out the items with which the party giving the notice disagrees and in detail the reasons for that disagreement in order to refer any issues to an Expert

**"Dwelling"**

means any dwelling (including a house, flat or maisonette) permitted to be constructed pursuant to the Consent

**"Employment Area"**

means areas identified in the Master Plan primarily for use for employment related development

<b>"Employment Strategy"</b>	means a strategy for optimising the employment generating potential of Stanton Cross having due regard to current property and labour market conditions
<b>"Energy and Sustainability Strategy"</b>	means the strategy report defined within Schedule 8 which shall have been submitted to and approved by the Council
<b>"Expert"</b>	means an independent expert of at least 10 (ten) years standing in his field of expertise to be determined in accordance with Clause 8.2 hereto
<b>"First Dwelling"</b>	means the first dwelling to be Occupied
<b>"First Marketing Period"</b>	means 12 weeks from the construction to damp proof course level of the Affordable Dwellings affected
<b>"First Primary School and Children's Centre Land"</b>	means 2.056 hectares of Fully Serviced land which is suitable and sufficient to provide for the First Primary School and Children's Centre adjacent to and contiguous with the Community Building Land
<b>"First Primary School and Children's Centre Contract Notice"</b>	means a written notice from the County Council that a contract has been let for the construction of the First Primary School and Children's Centre
<b>"First Primary School and Children's Centre Design Sum"</b>	means the sum of £150,000 Subject to Indexation as a contribution towards to the design costs of the First Primary School and Children's Centre
<b>"First Primary School"</b>	means a 420 place 2 form entry school for pupils of primary school age to serve the Development in accordance with the details in Schedule 2
<b>"First Primary School Sum"</b>	means the sum of £5,368,462 Subject to Indexation to fund the provision of the First Primary School
<b>"Flood Risk Assessment"</b>	means the Flood Risk Assessment and Surface Water Drainage Strategy revision A dated 17 <sup>th</sup> August 2005 or any revision of it as should be approved in writing by the Council
<b>"Footpath Contribution Sum"</b>	means the sum of £71,000 Subject to Indexation as a contribution for the remediation and resurfacing works on the bridleway numbered UL 035 to the north of the Development which is shown marked TH006



on Plan E and the footpaths numbered UL 009 and UL 011 to Chester House Farm shown in part on Plan D

**"Fully Serviced"**

means that the relevant property has proper connections within its boundary so as to connect it to surface water drainage facilities and to mains foul drainage water gas electricity and telecommunications (or such of the aforesaid services, if any, the provision of which is anticipated to be required as hereinafter mentioned) and abuts the public highway or a roadway constructed to adoptable standards with or without wearing course (connecting to the public highway) which is the subject of an agreement under section 38 of the Highways Act 1980 to be adopted as a highway maintainable at the public expense and in each case adequate for the purpose of its prospective use

**"General Dwelling"**

means a Dwelling which is not an Affordable Dwelling and **"General Housing"** shall be construed accordingly

**"Highway Infrastructure and Sustainable Transport Sum"**

means the sum of £6,200,000 (six million two hundred thousand pounds) Subject to Indexation as a contribution towards the provision of the Highway Infrastructure and Sustainable Transport Works

**"Highway Infrastructure and Sustainable Transport Works"**

means the works and services more particularly detailed in Schedule 9 Part II

**"Housing Corporation"**

means the Housing Corporation and includes any successor to the functions of the Housing Corporation of the functions relevant to the provisions of this Agreement which relate to Affordable Housing

**"Identified"**

means with regard to any area of land that its precise location and boundaries shall have been ascertained as required in accordance with Clause 7.5 and **"Identification"** and cognate expressions shall be construed accordingly

**"Implement"**

means to implement the Consent by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the Act other than

- (i) clearance works

- (ii) demolition of any building
- (iii) any works to or in respect of statutory utilities equipment
- (iv) archaeological investigations
- (v) erection of fences or hoardings or other site security measures
- (vi) remediation works
- (vii) excavation works to adjust ground levels on site
- (viii) ground investigation and site surveys including test piles
- (ix) noise attenuation works

and "**Implementation**" and "**Implemented**" shall be construed accordingly PROVIDED THAT Network Rail shall not be treated as Implementing the Consent if a material operation within the meaning of sections 56(2) and (4) of the Act is carried out by or on behalf of Network Rail on Network Rail Land in order to address a safety or operational issue in connection with its railway undertaking (and for the avoidance of doubt this proviso shall not apply if a material operation within the meaning of sections 56(2) and (4) of the Act is carried out by or on behalf of Network Rail on Network Rail Land purely on commercial grounds)

**"Individual Property"**

has the meaning ascribed to that expression in Schedule 4

**"Information Pack"**

means an information pack containing transport and sustainability information that shall be relevant to occupiers of the Land and that shall have been previously approved by the Council and the County Council, such transport information including maps showing the location of shops and recreational facilities and pedestrian, cycle and public transport routes to and from the Development, and copies of relevant bus and rail timetables, such sustainability information including the forms of renewable energy, sustainable drainage systems and other sustainability initiatives that are available to serve the Development including those which may be specified by purchasers of individual Dwellings

<b>"Ise Valley Park"</b>	means the park to be provided the location of which is shown on the Master Plan
<b>"Ise Valley Park Visitors Centre"</b>	means a visitor centre at Ise Valley Park
<b>"Ise Valley Park Visitors Centre Sum"</b>	means the sum of £140,000 Subject to Indexation as a contribution towards the provision of the Ise Valley Park Visitors Centre or some suitable alternative facility having the same general purpose to be agreed in writing between the parties
<b>"Key Worker"</b>	means a person who is in need of Affordable Housing and employed in the administrative area of the Council and who is a policeman or policewoman, fireman or firewoman, ambulance man or ambulance woman, teacher or trainee teacher, nurse, student nurse, junior doctor, agricultural worker, clergyman or clergywoman or any other person which falls within any definition of key worker occupations maintained from time to time by the Council
<b>"Land"</b>	means the land at Wellingborough East known as Stanton Cross shown edged red on Plan A
<b>"Leisure Facility"</b>	means one of the facilities listed in Schedule 5 and <b>Leisure Facilities</b> shall be construed accordingly
<b>"Lorry Park Area"</b>	means a Fully Serviced site for use as a lorry park measuring 57 metres x 32 metres
<b>"Management Entity"</b>	means an incorporated or unincorporated body as is agreed between the Owner and the Council
<b>"Management Entity Protocol"</b>	means the framework for the Management Entity setting out its purpose, powers, responsibilities, financial arrangements and internal procedures to be agreed by the Council and not to be varied except with the agreement of the Council
<b>"Management Scheme"</b>	means a scheme for the management and ongoing maintenance of the Leisure Facility setting out the standard of maintenance, management responsibilities and financial arrangements to be agreed with the Council
<b>"Market"</b>	means with regard to Shared Equity Housing to use reasonable endeavours to exchange an Affordable Housing Sale Contract of the Shared Equity Housing Dwellings with persons in need of Affordable Housing as nominated by

the Council from the Council's waiting list, or as nominated by Affordable Housing Provider from its waiting list, or to a Key Worker

and **"Marketing"** and **"Marketed"** shall be construed accordingly

**"Market Value"**

means the market value of any area of land or buildings as defined in the RICS Manual of Valuation Practice 5th Edition on the assumption that it was not subject to the restrictions imposed on it as Affordable Housing

**"Master Plan"**

means Plan B or any revisions as shall be approved by the Council and is incorporated within the Master Plan Document

**"Master Plan Document"**

means the document titled "Master Plan" or any revisions of the plan which have been approved by the Council

**"Mill Road Bridge Sum"**

means the sum of £20,000 subject to Indexation as a contribution towards the reasonable legal costs of the Council and County Council in respect of proposals to restrict access of the bridge for use by pedestrians and cyclists and the Mill Road Bridge Works

**"Mill Road Bridge Works"**

means resurfacing and signage to the existing Mill Road rail bridge shown hatched red on plan F

**"Mill Road Works"**

means highway and environmental improvement works in the area shown outlined green on Plan F

**"Mill Road Works Sum"**

means the sum of £100,000 Subject to Indexation as a contribution towards the cost of the Mill Road Works

**"Necessary Consents"**

means

- (a) internal clearance by Network Rail for any works on or disposition or dealing with Network Rail Land (for the avoidance of doubt such clearance is to be at the absolute discretion of Network Rail after consideration of all safety and operational issues related thereto but any refusal of such clearance by Network Rail will only be on railway grounds rather than purely on commercial grounds AND such

clearance may be subject to revocation by Network Rail at any time prior to any disposition of Network Rail Land if all or part of the relevant Network Rail Land is required for operational purposes)

- (b) approval of Her Majesty's Railway Inspectorate to any relevant works on Network Rail Land

<b>"Neighbourhood Centre"</b>	means the primary local centre to serve the Development and as more particularly itemised and detailed in Schedule 2 the approximate location of which is shown on the Master Plan
<b>"Neighbourhood Centre Facilities"</b>	means the roads, drainage, landscaping and car parking and other essential infrastructure to serve the Neighbourhood Centre
<b>"Network Rail"</b>	means Network Rail Infrastructure Limited (company number 2904587) and includes any statutory successor to its business and functions generally but does not otherwise include its successors in title
<b>"Network Rail Land"</b>	means the land described in clause 2.7 but only if or to the extent that it remains in the ownership of Network Rail
<b>"Northern Allotments"</b>	means the area of allotments to comprise a Fully Serviced Site of 1.65 hectares the approximate location of which is shown on the Master Plan north of the Neighbourhood Centre
<b>"Occupy"</b>	means to occupy or permit occupation for residential purposes and <b>"Occupation"</b> <b>"Occupied"</b> and <b>"Occupier"</b> shall be construed accordingly with <b>"First Occupation"</b> <b>"First Occupy"</b> <b>"First Occupied"</b> and <b>"First Occupier"</b> meaning the first day on which a Dwelling shall be Occupied
<b>"Offer"</b>	means to expose land to the market in the most appropriate manner to effect the disposal (by way of the sale of the freehold estate or the grant of a long leasehold interest therein (the relevant lease reserving a ground or nominal rent)) at the best price reasonably obtainable in accordance with the definition herein of "Market Value" or to effect the letting thereof under a rack-rented lease at the best rent reasonably obtainable as determined in accordance with the provisions of the RICS Manual of Valuation

Practice 5th Edition such exposure to the market (without prejudice to the generality of the foregoing) to be through the agency of a reputable firm of estate agents regularly dealing with the disposal of land of similar type to the said land for the period specified in this Agreement or if none for a reasonable period to be agreed in writing with the Council and "Offer" and "Offered" shall be construed accordingly

<b>"Owner"</b>	means the First Owner, Second Owner, Third Owner, Fourth Owner, Fifth Owner, Sixth Owner and the Seventh Owner
<b>"Paterson Road Waste Management Facility"</b>	means the existing Waste Management Facility of the County Council at Paterson Road, Wellingborough.
<b>"Phase"</b>	means as appropriate each or any of the three phases of the Development as set out in the Master Plan Document (and in this respect individual phase numbers can be referred to the Master Plan Document) or such alternative phasing as may be agreed by the Council, such alternative proposals having been supported by a revised Transport Assessment, Bus Strategy and travel plans as to enable a proper assessment to be made of its impact on highways and traffic including public transport
<b>"Plan A"</b>	means the plan marked Plan A showing the application site annexed to this agreement
<b>"Plan B"</b>	means the plan marked Plan B annexed to this agreement
<b>"Plan C"</b>	means the route plan marked Plan C annexed to this agreement
<b>"Plan D"</b>	means the plan marked Plan D annexed to this agreement
<b>"Plan E"</b>	means the plan marked Plan E annexed to this agreement
<b>"Plan F"</b>	means the plan marked Plan F showing highway and environmental improvement works and annexed to this agreement
<b>"Plan G"</b>	means the plan marked Plan G annexed to this agreement showing the Land and ownership
<b>"Practically Completed"</b>	means

- (a) completed save for very minor defects so that the relevant works can be used for the purpose and operate in the manner for which they were designed; and
- (b) fitted out so that they are available for occupation for the purpose for which they are intended

and "**Practical Completion**" shall be construed accordingly

<b>"Primary Health Care Site"</b>	means a site at the Neighbourhood Centre comprising an area of land of not more than 0.4 hectare to be made available for a medical facility
<b>"Private Areas"</b>	means areas to which the public has no access (other than by public rights of way)
<b>"Proposed Site"</b>	means the proposed site of a Council Property initially proposed in accordance with clause 7.5.3
<b>"Proposed Site Plan"</b>	means the plan showing the Proposed Site
<b>"Provided"</b>	means Practically Completed and " <b>Provide</b> " shall be construed accordingly
<b>"Public Art Sum"</b>	means the sum of £100,000 Subject to Indexation as a contribution towards the integration of public art into the Development in accordance with an agreed strategy with the Council
<b>"Regulations"</b>	means the Housing Corporation Scheme Development Standards (Fifth Edition April 2003) or such later edition as may replace the Fifth Edition (PROVIDED THAT this requirement shall not apply to such Affordable Dwellings as are provided without grant funding and/or comprise Shared Equity Affordable Dwellings) and building regulations and also any other applicable compulsory building standards
<b>"Regulatory Requirements"</b>	means any consents or approvals of the Office of Rail Regulation the DfT Rail Group or any other competent person or body required under the Railways Act 1993 (or any amendment or replacement thereof) and any consents or approvals required under the Station Access Conditions and any consents or approvals required under the terms of Network Rail's

	railway network licence
<b>"Relevant Council"</b>	means the Council or the County Council as appropriate
<b>"Reserved Matters Application"</b>	means a reserved matters application pursuant to the Consent
<b>"River Bridge"</b>	means a river bridge for use by pedestrians and cyclists to be provided in accordance with planning permission granted under application reference WP2004/0811/F or such alternative scheme serving the same purpose
<b>"Routes"</b>	means routes 2, 4, 6, 7 and 9 and the Eastern Relief Road as indicated on Plan C attached hereto
<b>"School Sites"</b>	means one or more of the First Primary School and Children's Centre Land, Second Primary School Land and Secondary School Land
<b>"School Transport Sum"</b>	means the annual sum of £35000 Subject to Indexation from base date February 2006 for the purposes of the provision of school buses to existing primary schools prior to completion of the First Primary School each such sum to be paid in accordance with Clause 4.4.6
<b>"Secondary Education Sum"</b>	means the sum of £1,134,792 Subject to Indexation for the provision of additional secondary and sixth form education needs generated by the Development
<b>"Secondary Local Centre"</b>	means a Secondary Local Centre the approximate location of which is shown on the Master Plan to serve the Development to contain such facilities as are detailed in Schedule 2
<b>"Secondary Local Centre Community Hall"</b>	means the community hall Provided within the Secondary Local Centre Community Hall Land
<b>"Secondary Local Centre Community Hall Land"</b>	means the Fully Serviced freehold land within the Secondary Local Centre of 0.08 hectares for the Secondary Local Centre Community Hall
<b>"Secondary Local Centre Community Hall Sum"</b>	means the sum of £120,000 Subject to Indexation for the provision of the Secondary Local Centre Community Hall
<b>"Second Marketing Period"</b>	means such period as may be required to dispose of the Shared Equity Affordable



Dwellings

<b>"Second Nursery"</b>	means a nursery to be provided in the same building as the Second Primary School in accordance with such details as set out in Schedule 2
<b>"Second Nursery Sum"</b>	means the sum of £188,880 Subject to Indexation to be used as a contribution towards the provision of the Second Nursery
<b>"Second Primary School"</b>	means a 420 place 2 form entry school for pupils of primary school age as part of the Development in accordance with the details in Schedule 2
<b>"Second Primary School Contract Notice"</b>	means a written notice from the County Council that a contract has been let for the construction of the Second Primary School
<b>"Second Primary School Design Sum"</b>	means the sum of £150,000 Subject to Indexation as a contribution towards the design costs of the Second Primary School
<b>"Second Primary School Land"</b>	means Fully Serviced land totalling not less than 2 hectares in the Secondary Local Centre the approximate location of which is shown on the Master Plan suitable for the construction and use of the Second Primary School
<b>"Second Primary School Sum"</b>	means the sum of £5,368,462 Subject to Indexation for the provision of the Second Primary School
<b>"Secondary School"</b>	means an eight form entry school for pupils of secondary school age
<b>"Secondary School Land "</b>	means Fully Serviced land not exceeding 10.24 hectares in total in the approximate location shown on the Master Plan suitable for the construction and use of a Secondary School
<b>"Secretary of State"</b>	means the First Secretary of State or other minister or authority for the time being having or entitled to exercise the powers now conferred upon the First Secretary of State by sections 77 and 79 of the Act and where the context so requires shall include a person appointed by the said Secretary of State to determine an appeal or application instead of him
<b>"Self Build Plots"</b>	means two plots of land at the Development each comprising a maximum of 0.5 hectares to be subdivided into Building Plots for individual

purchasers

**"Serviced Plots"**

means land for the Neighbourhood Centre, land for the Primary Health Care Site, land for the Supermarket, land for the Secondary Local Centre Community Hall and land for the Secondary Local Centre Convenience Retail Store

**"Shared Equity"**

means an arrangement in which 75% of the Market Value of the relevant Dwelling is acquired by the tenant with the right for the tenant to acquire the remaining part of the equity (or part thereof) and in respect of which no rent shall be payable for the first 10 years of occupation and that thereafter rent would be payable on the remaining equity at a level equivalent to that obtained by applying the current Bank of England base rate applicable at the relevant time to the Market Value of the remaining equity and **"Shared Equity Housing Dwelling"** and **"Shared Equity Housing"** shall be construed accordingly

**"Site Specific Travel Plan"**

means a travel plan prepared by a method to be agreed with the County Council for an area of the Land for which a Reserved Matters Application has been submitted and for which the County Council considers a travel plan is appropriate

**"Social Rented Housing"**

means Affordable Dwellings which are rented at levels which are determined in accordance with target rents laid down by the Housing Corporation and **"Social Rent Dwellings"** shall be construed accordingly

**"Southern Allotments"**

means the area of allotments to comprise a Fully Serviced Site of 1.6 hectares the approximate location of which is shown on the Master Plan south of the Neighbourhood Centre

**"STACT Sum"**

means the sum of £50,000 Subject to Indexation for the provision of a training coordinator or such other training initiative as shall be appropriate for use through the Skills Training And Colleges Together Partnership or other appropriate body.

**"Standard Materials"**

means materials used in the construction of highways which are listed in Estate Road Construction – Construction requirements and specifications for adoptable areas June 1999 or the document for the time being adopted by the

	County Council to replace that document and containing such a list
<b>"Stanton Cross"</b>	means the name given to the Development
<b>"Stanton Cross Waste Management Facility"</b>	means a facility as part of the Development for the treatment or recycling or composting of municipal waste but does not include landfill
<b>"Station Access Conditions"</b>	means the National Station Access Conditions 1996 (England and Wales) and the annexes relating to Wellingborough railway station as each is modified from time to time with the approval of the Office of Rail Regulation
<b>"Station Transport Interchange Pedestrian Footbridge"</b>	means the footbridge as defined in schedule 7
<b>"Station Transport Interchange Scheme (West)"</b>	means a scheme for a station transport interchange as more particularly detailed in Schedule 7
<b>"Station Transport Interchange Scheme (East)"</b>	means a scheme for a station transport interchange as more particularly detailed in Schedule 7
<b>"Station Transport Interchange (East) Works"</b>	means such works as are necessary to complete the Station Transport Interchange Scheme (East)
<b>"Station Transport Interchange (West) Works"</b>	means such works as are necessary to complete the Station Transport Interchange Scheme (West)
<b>"Structure Planting"</b>	means strategic planting as identified in the Master Plan Document
<b>"Subject to Indexation"</b>	means with regard to any Sum that the Sum shall be increased in accordance with any percentage increase in the relevant index shown in Schedule 6 between the base date as set out in Schedule 6 or as otherwise specifically set out in this agreement and the date of payment of the said sum
<b>"Sub Phase"</b>	means each or any parts of a Phase as identified in a Reserved Matters Application or as a sub-phase of the Development as identified in the Master Plan Document or such alternative phasing as may be agreed by the Council
<b>"Substantial Completion"</b>	means in relation to any works the date on which the relevant certificate of practical completion is given with respect thereto and

**"Substantially Completed"** and **"Substantially Complete"** shall be construed accordingly

- "SUDS"** means a sustainable drainage system comprising all necessary surface water treatment and drainage systems including any pipework, swales, reed beds, ponds, filter trenches, permeable surfaces, flow control equipment, attenuation tanks and detention basins
- "Sum"** means any of the payments defined in this Clause 1.1 or specified elsewhere in this Agreement
- "Supermarket"** shall mean a supermarket to be Provided within the Neighbourhood Centre of up to 1,000 square metres
- "Sustainability Show Home"** means a Dwelling built in accordance with such renewable energy and sustainable development initiatives as approved in writing by the Council and including items as set out in Schedule 8
- "Sustainability Sum"** means the sum of £100,000 Subject to Indexation as a contribution towards a joint promotion by the Owner and the Council for sustainability schemes within the Development
- "Third Party Property"** means any of the various sites provided for in this Agreement to be offered for transfer to a person other than the Council or County Council
- "Town Centre"** means Wellingborough Town Centre
- "Town Link Sum"** means the sum of £500,000 Subject to Indexation as a contribution towards the Town Link Works
- "Town Link Works"** means highway and environmental works to improve links from the Development to the Town Centre in respect of the area shown outlined red on Plan F
- "Transport Assessment"** means an assessment of the impact that proposed changes to phasing will have on highway and transportation matters including the Bus Strategy
- "Travel Plan"** means the Travel Plan - Final Report 2005 to be monitored at intervals of 18 months or such other period as shall be agreed between the

County Council and the Owner or agreed with the Highways Agency, whichever is the shorter, by a method to be agreed upon by the County Council, the Owner and the Highways Agency and revised in response to that monitoring at the expense of the County Council

- "Travel Plan Coordinator"** means a suitable person or body approved by the County Council to monitor the Travel Plan, compliance with it and the extent to which its targets are being met
- "Unacceptable Title"** means any right restriction or other matter contained in the title of the relevant Individual Property which materially adversely affects the intended use of the Individual Property
- "Waste Contribution"** means the sum of £30,000 Subject to Indexation as a contribution towards a feasibility study and design of a Waste Management Facility
- "Waste Management Facility"** means a facility for the treatment or recycling or composting of municipal waste but does not include landfill
- "Waste Management Site"** means a Fully Serviced Site of 2.2 hectares in area suitable for use as a Waste Management Facility in approximately the location shown on the Master Plan
- "Waste Management Sum"** means the sum of £1,000,000 (one million pounds) Subject to Indexation for the provision of a Waste Management Facility

- 1.2 The singular includes the plural;
- 1.3 References to any party shall include those deriving title from that party;
- 1.4 Unless stated otherwise references to Clauses, Schedules and paragraphs are references to Clauses in, Schedules to and paragraphs of Schedules to this Agreement;
- 1.5 Save as otherwise provided in this Agreement any certificate approval agreement expression of satisfaction or consent to be given by the Council or the County Council in connection with this Agreement shall be in writing and shall not be unreasonably withheld or delayed and if the Owner or any one or more of them notifies the Council or the County Council (as the case may be) that it considers any consent agreement approval or certificate has been unreasonably withheld or delayed (such notification setting out details of the reasons why it concludes that it has been unreasonably withheld or delayed) **and** the Council or as the case may be the County Council does not;
- 1.5.1 agree the matter to the satisfaction of all relevant parties; or

1.5.2 satisfy all relevant parties that its refusal or delay was reasonable;

then the Owner or any one or more of them giving the notice may proceed to dispute resolution as set out in Clause 8 or such other dispute resolution mechanism as the relevant parties shall agree within 28 days of the date of the Dispute Notice as provided for in Clause 8.6;

- 1.6 Any trigger point (or stage by which some act or payment has to have occurred) may be amended in writing with regard to those set out in Clauses 4.3, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11 and 4.12 by the Council and with regard to those set out in Clauses 4.1, 4.2, 4.4 and 4.13 by the Council and the County Council on written application made by the Owner;
- 1.7 Any statute or revision of any statute or subordinate legislation or revision of the same referred to in this Agreement shall be deemed to include any statutory amendment, modification or re-enactment thereof for the time being in force and any order, instrument or regulation made thereunder;
- 1.8 Any reference in this Agreement to the carrying out of works in accordance with or pursuant to the Consent shall mean their carrying out in accordance with the Consent and any relevant approval of reserved matters required thereunder;
- 1.9 If VAT is chargeable in respect of any supply made or to be made under this deed then the party to whom the supply is being made shall in addition to any consideration for such supply specified herein pay an amount equal to such value added tax to the party making the supply on (but only on) the submission by the party making the supply to the party to whom the supply is being made of an appropriate valid value added tax invoice;
- 1.10 If any other tax shall be due in relation to any supply or transfer made under or in connection with this deed then the said tax shall be paid by the Owner;
- 1.11 For the avoidance of doubt where in this Agreement a threshold is given (of whatever nature) after which restriction is imposed unless a specified prerequisite is complied with, and that threshold is expressed in terms of numbers of Dwellings or other buildings commenced, constructed or Occupied or First Occupied then the threshold shall be deemed breached if the aggregate numbers of such units across the Land as a whole have been commenced constructed Occupied or First Occupied (as appropriate) without such compliance;
- 1.12 For the further avoidance of doubt any restriction on Occupation First Occupation Commencement or otherwise of any Dwelling or other building by reference to its number in sequence is a restriction also on the Occupation First Occupation Commencement or otherwise of the subsequent or further Dwellings or buildings in the sequence;
- 1.13 For the avoidance of doubt, the making of a payment or (where phased payments have been agreed) an instalment of a payment by one or more Owner satisfies the obligation to make such payment or instalment on behalf of all Owners and such payment or instalment is due and payable only once.

## 2. FORMALITIES

- 2.1 Subject to Clause 3.5 the obligations set out in Clause 4 of this Agreement are planning obligations for the purpose of section 106 of the Act and are entered into with the intent to bind the Owners respective interests in the Land.
- 2.2 The Land is the land described as shown on Plan A and delineated in red as being the land in which the parties entering this Agreement are interested.
- 2.3 The First Owner is the owner in fee simple in possession of that land coloured blue on Plan G
- 2.4 The Second Owner is the owner in fee simple in possession of that land coloured orange on Plan G
- 2.5 The Third Owner is the owner in fee simple in possession of that land coloured red on Plan G
- 2.6 The Fourth Owner is the owner in fee simple in possession of that land coloured mid green on Plan G
- 2.7 The Fifth Owner is the owner in fee simple in possession of that land coloured yellow on Plan G
- 2.8 The Sixth Owner is the owner in fee simple in possession of that land coloured pale green on Plan G.
- 2.9 The Seventh Owner is the owner in fee simple in possession of that land coloured purple on Plan G and is the beneficial party to an option agreement relating to the land owned by the First, Second, Third, Fourth, and Fifth Owners made between B.S. Pension Fund Trustee Limited, The Chancellor, Masters and Scholars of the University of Cambridge, K G Laurence and Company Limited, Hanson Quarry Products Europe Limited, Northamptonshire County Council, Network Rail Infrastructure Limited, Jacqueline Pearl Redden and Robert Edward Redden, Bovis Homes Limited, Bovis Homes Group Plc and National Westminster Bank Plc and dated 18 February 2004.
- 2.10 The Council and the County Council are the respective competent local planning authorities by whom this Agreement is enforceable and the County Council also executes this Agreement in their capacity as the Fourth Owner.
- 2.11 The Guarantor guarantees the obligations of the Seventh Owner under this agreement.
- 2.12 The Mortgagee is a mortgagee of the land owned by the Sixth Owner under a legal charge dated 16 November 2005 and made between the Mortgagee and the Sixth Owner.

## 3. LEGAL EFFECT

- 3.1 This Agreement shall be enforceable against the Owner and any person for the time being deriving title from the Owner as provided in section 106(3) of the 1990 Act but in accordance with Section 106(4) of the 1990 Act and

neither the Owner nor any person deriving title from the Owner shall have any further liability under this deed for covenants made under section 106 of the 1990 Act or under section 2 of the Local Government Act 2000 or under section 111 of the Local Government Act 1972 (but without prejudice to the rights of the Council and the County Council in respect of any antecedent breach) in respect of any period during which the Owner (or as the case may be such other person) no longer has an interest in the Land PROVIDED THAT this clause does not apply to the covenant given by the Seventh Owner in Clause 11 which shall remain in full force after it has disposed of its interest in the Land

3.2 Until the County Council parts with its legal interest in the Land covenants in this deed which would otherwise have been enforceable by the County Council shall as against the County Council only be enforceable by the Council.

3.3

3.3.1 Any obligations in this deed falling within s.106(1)(d) of the Act shall not be enforceable against persons owning individual Dwellings or commercial properties whether pursuant to a freehold or leasehold interest or statutory undertakers nor against those deriving title from them nor (save for those contained in Clause 4.7.7) any Affordable Housing Provider save insofar as those covenants restrict or prevent Occupation or First Occupation of any Dwelling or other building until any requirement set out in this Agreement has been fulfilled and save that subject to Clause 4.7.7 the restrictions in this deed as to the level of affordability, the identity of purchasers tenants or occupiers of any Affordable Dwelling and the sale and letting or related disposal price or rental shall apply to both initial and any successive purchasers tenants and occupiers of any such Affordable Dwellings.

3.3.2 Where a breach has been committed, or an obligation triggered which has not been fulfilled neither the Council nor the County Council shall be obliged to enforce the obligation.

3.3.3 Where the party committing the breach or triggering the obligation can be clearly identified the Council or County Council shall (subject to Clause 3.3.2) pursue enforcement proceedings first against the party who has first caused the breach or triggered the obligation but initiating such proceedings shall not prevent the Council or the County Council from proceeding against other parties to the agreement if such action does not result in the fulfilment of any obligation within a reasonable time after proceedings are commenced and this clause shall not operate to prevent or preclude the Council or the County Council from requiring payment on demand under or performance of the covenants and guarantees in Clause 11 of this agreement or taking action against the Seventh Owner or the Guarantor for breach of the said covenants and guarantee without recourse to any other party.

3.4

3.4.1 Subject to Clause 11 where any provision of this Deed applies to an Identified piece of land or a particular piece of land it shall only be



enforceable against that land and the party hereto who is the relevant Owner in respect of it and any person deriving title from him in either case whilst he retains an estate in that land and (without prejudice to the continuing liability of any party in respect of any breach occurring while he retained such an estate) such provision shall not be enforceable in any way whatsoever against other parties to this Deed nor any persons deriving title from any of them.

- 3.4.2 For the avoidance of doubt where a party is in consequence of this clause and Clause 3.4.1 not liable to perform an obligation the part of the Land in which that party has an estate shall nonetheless remain subject to any restriction as to the number of Dwellings or other buildings which may be commenced, constructed Occupied or First Occupied on the Land which applies in the event that such obligation is not performed and in every instance the provisions of clauses 1.11 and 1.12 shall continue to apply.
- 3.5 To the extent that any obligations on the part of the Owner are not within s.106 of the 1990 Act they are made and shall be enforceable pursuant to s.2 Local Government Act 2000, s.111 Local Government Act 1972 and all other powers enabling.
- 3.6 This Agreement shall not come into effect until the Consent has been granted and has been Implemented (other than with regard to Clauses 1 to 3, 4.1.1, 4.1.4, 4.1.8, 4.4.1, 4.8.3, 4.10.1, 4.13.8 and 8 which come into effect on the date of this Agreement).
- 3.7 If the Consent expires or is revoked within the meaning of sections 91, 92, 93 or 97 of the Act before Implementation this Agreement shall cease to have effect.
- 3.8 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 3.9 The Mortgagee hereby consents to the execution of this agreement and acknowledges that subject as herein provided that the part of the land owned by the Sixth Owner shall be bound where relevant by the restrictions and obligations contained in this Agreement.
- 3.10 Notwithstanding anything in this Agreement to the contrary, the parties to this Agreement agree and acknowledge that:
- 3.10.1 nothing in this Agreement shall require Network Rail to act in such a way as to contravene Regulatory Requirements
- 3.10.2 any relevant Regulatory Requirement must be satisfied and any relevant Necessary Consents must be obtained prior to
- 3.10.2.1 any disposition or dealing by Network Rail with Network Rail Land
- 3.10.2.2 any works being carried out on Network Rail Land

3.10.2.3 Network Rail entering into any agreement pursuant to clause  
4.1.4

**4. AGREEMENT**

The Owner severally covenants with the Council and the County Council (subject to Clause 3)

**4.1 Highway Improvements**

- 4.1.1 Prior to Implementation of the Development on any Sub Phase to submit full details of the works to be carried out (to include the time by which the works will be completed) as set out in Schedule 9 Part 1 and to be carried out in that Sub Phase to the Appropriate Authority and not to Implement such Development or cause or permit it to be Implemented until the works have been approved in writing.
- 4.1.2 Prior to the First Occupation of more than the number of Dwellings in column 2 of Schedule 9 Part 1 to construct in accordance with the details approved by the Appropriate Authority and open to traffic such roads as are specified in column 1 of Schedule 9 Part 1 to the reasonable satisfaction of the Appropriate Authority and not to First Occupy or to cause or permit to be First Occupied more than the number of Dwellings in column 2 of Schedule 9 Part 1 until this has been done.
- 4.1.3 Not to Implement or cause or permit to be Implemented any works within Phase 2 until the Town Link Sum has been paid to the County Council as a contribution towards the Town Links Works.
- 4.1.4 Prior to the Implementation of Development within each Sub Phase to enter into any Section 38 and Section 278 Highways Act 1980 Agreement that may be necessary such agreements to include provision for sums to be paid in respect of the whole life maintenance of any materials to be used in the construction of Highways which are not Standard Materials and in this connection the County Council will use reasonable endeavours to use materials of a similar quality and appearance when undertaking repair or maintenance of highways in respect of which such payments have been made and not to Implement or cause or permit to be Implemented any Sub Phase until any such agreement has been entered into.
- 4.1.5 Not to complete and open Route 9 for vehicular traffic until the Mill Road Works Sum has been paid to the County Council.
- 4.1.6 To use reasonable endeavours to secure that the link between the River Bridge serving the Development to the south of the River Nene and Route 2 within the Development will be opened for use by pedestrians and cyclists by the time that Route 2 is open for use by the public.
- 4.1.7 In designing and constructing the Development to use reasonable endeavours to minimise future disruption to the surface of roads by providing services under which provide for the grouping of services to include electricity, water, telecommunications and gas and the

disposal of foul sewage and surface water and to use all reasonable endeavours to include telecommunications ducting which has multiple access for business parks and commercial areas

- 4.1.8 Prior to the Implementation of the Consent to provide a construction access as agreed with the County Council and the Highways Agency and to agree a routing plan with the Council and the County Council and not to implement the Consent until such access has been provided and the routing plan agreed and thereafter to comply with such plan
- 4.1.9 Not to complete and open Route 9 for vehicular traffic until the Mill Road Bridge Sum has been paid to the Council.

## **4.2 Highway Infrastructure and Sustainable Transport Works**

### 4.2.1

- (a) Not to Implement or cause or permit the Consent to be Implemented until 10% of the Highway Infrastructure and Sustainable Transport Sum has been paid to the County Council;
- (b) Not to First Occupy or cause or permit the First Occupation of the First Dwelling until 40% of the Highway Infrastructure and Sustainable Transport Sum has been paid to the County Council;
- (c) Not to First Occupy or cause or permit the First Occupation of the 1500th Dwelling before the balance of the Highway Infrastructure and Sustainable Transport Sum has been paid to the County Council.

4.2.2 Prior to the completion of Phase 2 to provide bus turning facilities at the Midland Road railway station and at the Neighbourhood Centre in accordance with details to be submitted to and agreed by the County Council (such agreement not to be unreasonably withheld) such facilities being of a temporary nature which may be removed at a time to be agreed with the County Council and not to complete or cause or permit the completion of Phase 2 or the commencement of any subsequent Phase until such facilities have been provided.

4.2.3 To carry out the Development so as to provide bus shelters, bus stops and associated facilities in accordance with the Master Plan and Bus Strategy.

4.2.4 Prior to the First Occupation of the First Dwelling on a Sub Phase the Owner will consult with the County Council about the Travel Plan and Information Pack and will promote the modal shift defined therein and will not First Occupy or cause or permit to the First Occupation of the First Dwelling on a Sub Phase without having carried out such consultation.

4.2.5 Prior to the First Occupation of any building within a Sub Phase or a part of a Sub Phase which includes the whole or any part of an

Employment Area to submit to the County Council for approval a Site Specific Travel Plan and not to First Occupy or cause or permit First Occupation of any building within a Sub Phase or part of a Sub Phase without having submitted a Site Specific Travel Plan for approval and thereafter to implement and comply with the agreed Site Specific Travel Plan.

- 4.2.6 Prior to First Occupation of the First Dwelling and/or the first use of any other building on any Sub Phase comprising part of the Development to liaise with the County Council regarding the Travel Plan and Information Pack and any Site Specific Travel Plan which applies to the Sub Phase and to assist with the achievement of the modal shift targets therein defined and not to First Occupy or cause or permit First Occupation of the First Dwelling and/or first use any other building on any Sub Phase comprising part of the Development without having carried out such liaison with the County Council.

#### **4.3 Station Transport Interchange**

- 4.3.1 Prior to the First Occupation of the First Dwelling to submit to the Council for approval details of a Station Transport Interchange Scheme (West) and not to First Occupy or cause or permit the First Dwelling to be First Occupied until such scheme has been submitted to and approved by the Council.
- 4.3.2 Prior to the First Occupation of the 350<sup>th</sup> Dwelling to submit to the Council for approval details of a Station Transport Interchange Scheme (East) and not to First Occupy or cause or permit the 350<sup>th</sup> Dwelling to be First Occupied until such scheme has been submitted to and approved by the Council.
- 4.3.3 Prior to the First Occupation of the 350<sup>th</sup> Dwelling to complete the Station Transport Interchange (West) Works and not to First Occupy or cause or permit the First Occupation of the 350<sup>th</sup> Dwelling until such works have been completed.
- 4.3.4 Prior to the First Occupation of the 724<sup>th</sup> Dwelling to complete the Station Transport Interchange (East) Works and not to First Occupy or cause or permit the First Occupation of the 724<sup>th</sup> Dwelling until such works have been completed.
- 4.3.5 Prior to the First Occupation of the 724<sup>th</sup> Dwelling to construct and make available for use the Station Transport Interchange Pedestrian Footbridge and not to First Occupy or cause or permit the First Occupation of the 724<sup>th</sup> Dwelling until the Station Transport Interchange Pedestrian Footbridge has been constructed and is available for use.

#### **4.4 Education**

- 4.4.1 Not to Implement or cause or permit the Implementation of the Development until the First Primary School and Children's Centre Design Sum less any part of that Sum which has been paid prior to the date of this Agreement has been paid to the County Council.

4.4.2 Not to First Occupy or cause or permit the First Occupation of the 800th Dwelling until the Second Primary School Design Sum less any part of that Sum that has been paid prior to the date of this Agreement has been paid to the County Council.

4.4.3

- (i) Prior to the First Occupation of the 100<sup>th</sup> Dwelling to Identify and offer for transfer to the Relevant Council the Community Building Land and the First Primary School and Children's Centre Land for £1.00 in accordance with Clause 7 and Schedule 4 hereto and not to occupy or cause or permit to be occupied the 100<sup>th</sup> Dwelling until such offer has been made.
- (ii) Prior to the First Occupation of the 800<sup>th</sup> Dwelling to Identify and offer for transfer the Second Primary School Land to the County Council for £1.00 in accordance with Clause 7 and Schedule 4 and not to First Occupy or cause or permit to be First Occupied the 800<sup>th</sup> Dwelling until such offer has been made (provided that if the County Council has previously indicated following a review that a later date for transfer would be acceptable references in this clause to 800 shall be replaced by such larger number as the County Council may specify)
- (iii) Prior to the First Occupation of the 2500th Dwelling to Identify and offer for transfer the Secondary School Land to the County Council for £1.00 in accordance with Clause 7 and schedule 4 hereto and not to Occupy or cause or permit to be Occupied the 2500<sup>th</sup> Dwelling until such offer has been made.

4.4.4

- (i) Not to First Occupy or cause or permit to be First Occupied any further Dwellings after the transfer of the Community Building Land and First Primary School and Children's Centre Land to the Council until 10% of the First Primary School Sum and Children's Centre Sum less the First Primary School and Children's Centre Design Sum and any part of the Sum that has been paid prior to this Agreement being entered into has been paid to the County Council and 10% of the Community Building Sum has been paid to the Council.
- (ii) Not to First Occupy or cause or permit to be First Occupied any further dwellings after 3 months from the date of receipt by the owner of the First Primary School and Children's Centre Contract Notice unless 50% of the First Primary School Sum and Children's Centre Sum has been paid to the County Council and 50% of the Community Building Sum has been paid to the Council
- (iii) Not to First Occupy or cause or permit any further Dwellings to be First Occupied after nine months from the date of receipt by the Owner of the First Primary School and Children's Centre Contract Notice unless the balance of the First Primary School

and Children's Centre Sum has been paid to the County Council and the balance of the Community Building Sum has been paid to the Council.

4.4.5

- (i) Not to First Occupy or cause or permit to be First Occupied any further Dwellings after the transfer of the Second Primary School Land unless 10% of the Second Primary School Sum and Second Nursery Sum less Second Primary School Design Sum and any part of the Sum that has been paid prior to that date has been paid to the County Council;
- (ii) Not to First Occupy or cause or permit to be First Occupied any further Dwellings after three months from the date of receipt by the Owner of the Second Primary School Contract Notice unless 50% of the Second Primary School Sum and Second Nursery Sum has been paid to the County Council;
- (iii) Not to First Occupy or cause or permit to be First Occupied any further Dwellings after nine months from the date of receipt by the Owner of the Second Primary School Contract Notice for the Second Primary School unless the balance of the Second Primary Sum and Second Nursery Sum has been paid to the County Council.

PROVIDED THAT no valid Second Primary School Contract Notice shall be capable of being served prior to the Occupation of 800 Dwellings.

- 4.4.6 Not to First Occupy or cause or permit to be First Occupied the First Dwelling before the first annual payment of the School Transport Sum has been made to the County Council and with effect from each anniversary of that date not to First Occupy or permit First Occupation of further dwellings until the relevant annual payment of the School Transport Sum has been made to the County Council such obligation and restrictions to cease when the First Primary School is available to pupils and for the avoidance of doubt the School Transport Sum shall be paid pro rata for periods of less than 12 calendar months but in any event there shall be no obligation to make any further payment (and the restrictions contained in this clause shall cease to apply) in respect of time after the September following the Occupation of the 300<sup>th</sup> Dwelling or September 2010 whichever is the later.

4.4.7

- (i) Not to First Occupy or cause or permit to be First Occupied the 1000th Dwelling before 50% of the Secondary Education Sum has been paid to the County Council; and
- (ii) Not to First Occupy or cause or permit to be First Occupied the 2000th Dwelling before the balance of the Secondary Education Sum has been paid to the County Council.

4.4.8 Not to First Occupy or cause or permit to be First Occupied the 50th Dwelling without having paid the STACT Sum to the Council and thereafter to employ a minimum of five local apprentices per year at Stanton Cross for a period of 10 years.

#### 4.5 Leisure

4.5.1 Subject to obtaining the necessary consents and approvals the Owner covenants to Provide Leisure Facilities and Structure Planting as indicated in the Master Plan Document in accordance with the terms of this Agreement;

4.5.2 Where pursuant to the Master Plan Document Leisure Facilities and Structure Planting are proposed for areas within the Development then the following shall apply:

(i) Prior to the First Occupation of the final five Dwellings to be built within each Phase or any subsequent Dwelling to provide each Leisure Facility and the Structure Planting in accordance with such requirements as stipulated within the Master Plan Document and pursuant to either (a), (b), (c) or (d) below in accordance with the following terms:

(a) identify the Leisure Facility and offer to transfer it to the Council or its nominee at the price of £1.00 (one pound)(the area to be offered for transfer to be as shown on the Master Plan) in accordance with Clause 7 and Schedule 4 hereto and after completion of such transfer maintain the Leisure Facility for a period of 12 months in accordance with the Management Scheme at its own expense and at the end of that period to pay to the Council a sum agreed within the Management Scheme for the future maintenance of the relevant Leisure Facility or Structure Planting for a period of 25 years which sum shall be agreed with the Council such sum being Subject to Indexation; or

(b) confirm that it will take full responsibility for managing and maintaining the relevant Leisure Facility or Structure Planting in accordance with the Management Scheme and thereafter comply in all respects with the Management Scheme; or

(c) transfer responsibility for managing and maintaining the relevant Leisure Facility or Structure Planting to a standard to be agreed with the Council in accordance with the Management Entity Protocol to a Management Entity; or

(d) transfer responsibility for managing and maintaining to a standard to be agreed with the Council the relevant Leisure Facility or Structure Planting to a relevant public or statutory body

and not to First Occupy or cause or permit to be First Occupied the final five Dwellings to be built within each Phase or any subsequent Dwelling without having provided each Leisure Facility and Structure Planting in accordance with such requirements as stipulated within the Master Plan Document and pursuant to either (a) (b) (c) or (d) above and Clause 4.5.3 below.

- 4.5.3 The Owners shall consult with the Council in respect of the transfer of the responsibility for the maintenance and management of any Leisure Facility or Structure Planting to a Management Entity or relevant public or statutory body and no such transfer shall be made without
- (i) the Management Entity or relevant public or statutory body being established; and
  - (ii) the Council confirming to the relevant Owner that it is satisfied that the relevant Management Entity will take responsibility for managing or maintaining the relevant Leisure Facility or Structure Planting in accordance with the Management Entity Protocol; and
  - (iii) the relevant body or Management Entity contracting with the Council to manage and maintain the relevant Leisure Facility or Structure Planting to the agreed standard.
- 4.5.4 If at any time the Owner wishes to transfer responsibility for managing and maintaining a Leisure Facility or the Structure Planting it shall give 20 days notice of such transfer to the Council PROVIDED THAT no such transfer shall take place prior to the Management Entity or relevant public or statutory body entering into a contract for the maintenance as set out in Clause 4.5.3 above.
- 4.5.5 Not to First Occupy or cause or permit to be First Occupied the 100th Dwelling without having paid 10% of the Ise Valley Park Visitors Centre Sum to the Council as a contribution towards the design costs of the Ise Valley Park Visitor Centre.
- 4.5.6 Not to First Occupy or cause or permit to be First Occupied the 600th Dwelling without having paid to the Council the balance of the Ise Valley Park Visitors Centre Sum.
- 4.5.7 To maintain to highway standards or such other standards as are specifically agreed with the County Council all unadopted areas within the Development not allocated as Private Areas and which remain in the ownership of the Owner.
- 4.5.8 To provide sufficient and appropriate parking areas adjacent to the Ise Valley Park in accordance with the phasing in the Master Plan.



## 4.6 Community Facilities

### 4.6.1 Neighbourhood Centre

- (i) Prior to the First Occupation of the 450<sup>th</sup> Dwelling to lay out and construct the Neighbourhood Centre Facilities and not to First Occupy or cause or permit to be First Occupied the 450<sup>th</sup> Dwelling without having constructed these Neighbourhood Centre Facilities.

### 4.6.2 Primary Healthcare

- (i) Prior to the First Occupation of the 350<sup>th</sup> Dwelling to:
  - (a) Identify the Primary Health Care Site at the Neighbourhood Centre ;
  - (b) Offer the Primary Health Care Site which shall be Fully Serviced for transfer to a Primary Care Trust and not to First Occupy or cause or permit the First Occupation of the 350<sup>th</sup> Dwelling until the said offer has been made.

### 4.6.3 Retail Units

- (i) Prior to the First Occupation of the 700<sup>th</sup> Dwelling to Identify and lay out a Fully Serviced site for the Supermarket and Convenience Retail Units and not to First Occupy or cause or permit to be First Occupied the 700<sup>th</sup> Dwelling until that has been done;
- (ii) Prior to the First Occupation of the 1200<sup>th</sup> Dwelling Provide to shell and core the Supermarket and Convenience Retail Units and Offer them and not to First Occupy or cause or permit to be First Occupied the 1200<sup>th</sup> Dwelling until that has been done.

### 4.6.4 Secondary Local Centre

- (i) Prior to the First Occupation of the 1200<sup>th</sup> Dwelling to Identify and lay out a Fully Serviced site for the Secondary Local Centre the layout of which will be agreed with the Council and not to First Occupy or cause or permit to be First Occupied the 1200<sup>th</sup> Dwelling until that has been done;
- (ii) Prior to the First Occupation of the 2400<sup>th</sup> Dwelling to identify and offer the Secondary Local Centre Community Hall Land to the Council for transfer for £1.00 on such terms as set out in Clause 7 and Schedule 4 and not to First Occupy or cause or permit to be First Occupied the 2400<sup>th</sup> Dwelling until the said offer has been made;
- (iii) Not to First Occupy or cause or permit to be First Occupied the 2400<sup>th</sup> Dwelling until the Owner has paid to the Council the Secondary Local Centre Community Hall Sum on the transfer of the Secondary Local Centre Community Hall Land or

- (iv) In the alternative to (ii) and (iii) Prior to the First Occupation of the 2400<sup>th</sup> Dwelling Provide the Secondary Local Centre Community Hall and thereafter offer to transfer the same to the Council for £1.00 on such terms as are set out in Clause 7 and Schedule 4 and not to First Occupy or cause or permit to be First Occupied the 2400<sup>th</sup> Dwelling until that has been done
- (v) Prior to the First Occupation of the 2500<sup>th</sup> Dwelling to Provide to shell and core and thereafter Offer for transfer up to 300 sqm (net) of convenience retail floor area and not to First Occupy or cause or permit to be First Occupied the 2500<sup>th</sup> Dwelling until such offer has been made.

#### **4.6.5 Allotments**

4.6.5.1 Prior to the First Occupation of the 1100<sup>th</sup> Dwelling to:

- (i) Identify land comprising one area totalling 1.6 hectares for use as the Southern Allotments and
- (ii) offer the said site for transfer for £1.00 to the Council in accordance with the terms as set out in Clause 7 and Schedule 4 and not to First Occupy or cause or permit to be First Occupied the 1100<sup>th</sup> Dwelling until such offer has been made

4.6.5.2 Prior to the First Occupation of the 2800<sup>th</sup> Dwelling to:

- (i) Identify land comprising one area totalling 1.65 ha hectares for use as the Northern Allotments and
- (ii) offer the said site for transfer for £1.00 to the Council in accordance with the terms as set out in Clause 7 and Schedule 4 and not to First Occupy or cause or permit to be First Occupied the 2800<sup>th</sup> Dwelling until such offer has been made.

#### **4.6.6 Serviced Plots**

If having Offered the Serviced Plots for a minimum period of 7 years any of the Serviced Plots have not been transferred, sold or let for their respective uses the Serviced Plots shall be available for residential use subject to any necessary consents or permissions being obtained and released absolutely from the restrictions contained within this Clause 4 provided that the Council has given written notice that it is satisfied that reasonable efforts have been made to transfer the relevant Serviced Plot.

#### **4.6.7 Community Trust Sum**

Not to First Occupy or cause or permit to be First Occupied any further Dwellings after 28 days following a quarter day unless the Community Trust Sum has been paid in respect of every General Dwelling First Occupied during the preceding quarter within 28 days following that quarter day and for those purposes the quarter days will be 1 January, 1 April, 1 July and 1 October

#### **4.6.8 Combination of Sums**

It is agreed between the parties that the Children's Centre Sum, the Community Building Sum and the First Primary School Sum may be combined in one account and used by the Council and the County Council for the provision of the combined facility consisting of the Community Building the Children's Centre and the First Primary School without the need to show which sum has been used to fund which part of the said combined facility, the said combined facility may also be constructed on all or any part of the Community Building Land and the Primary School and Children's Centre Land without the need to distinguish between the parcels of Land.

#### **4.7 Affordable Housing**

4.7.1 In carrying out the Development to seek to ensure that the Affordable Housing Overall Provision is achieved and that the Affordable Dwellings shall be:

- (i) Provided subject to the provisions of this Clause 4.7; and
- (ii) Provided in accordance with the relevant approved Affordable Housing Scheme; and
- (iii) Constructed in accordance with the Regulations and all other applicable legislative policy and regulatory requirements.

4.7.2 Prior to the commencement of construction of any Dwelling pursuant to a specific Reserved Matters Application to obtain the written approval of the Council to an Affordable Housing Scheme the submission to be made simultaneously with the submission of the Reserved Matters Application for housing development and not to commence the construction of any Dwelling pursuant to a specific Reserved Matters Application without having obtained such written approval.

4.7.3 Prior to the Occupation of

- (i) More than 30% of the General Dwellings comprised in each Reserved Matters Application to Provide 30% of the Affordable Dwellings within that Reserved Matters Application so that Clause 4.7.1 is satisfied in relation to the said 30% and not to Occupy more than 30% of the General Dwellings comprised in each Reserved Matters Application until such proportion of

Affordable Dwellings within that Reserved Matters Application have been Provided and

- (ii) More than 50% of the General Dwellings comprised in each Reserved Matters Application to Provide 50% of the Affordable Dwellings within that Reserved Matters Application and so that Clause 4.7.1 is satisfied in relation to the said 50% and not to Occupy more than 50% of the General Dwellings comprised in each Reserved Matters Application until such proportion of Affordable Dwellings within that Reserved Matters Application have been Provided;
- (iii) More than 80% of the General Dwellings comprised in each Reserved Matters Application to Provide 80% of the Affordable Dwellings to be provided within that Reserved Matters Application and so that Clause 4.7.1 is satisfied in relation to the said 80% and not to Occupy more than 80% of the General Dwellings comprised in each Reserved Matters Application until such proportion of Affordable Dwellings within that Reserved Matters Application have been Provided;
- (iv) more than 95% of the General Dwellings comprised in each Reserved Matters Application until such time as 100% of the Affordable Dwellings to be provided within that Reserved Matters Application shall have been Provided and so that Clause 4.7.1 is satisfied in relation to the said 100% and not to Occupy more than 95% of the General Dwellings comprised in each Reserved Matters Application until such proportion of Affordable Dwellings within that Reserved Matters Application have been Provided;

PROVIDED THAT the Council and the Owner may (but shall not be obliged to) agree to vary such percentage restrictions on the occupation of General Dwellings where it is reasonable to do so on the basis of particular circumstances which may appertain to the Development or any part of the Development from time to time

PROVIDED THAT if the Owner shall elect in accordance with Clause 4.7.6 to pay the Affordable Housing Commuted Sum in respect of an Affordable Dwelling in accordance with the provisions of Clause 4.7.6 below the Affordable Housing Overall Provision shall be reduced accordingly in respect of the Reserved Matters Application

4.7.4 The Owner shall use reasonable endeavours to exchange an Affordable Housing Sale Contract for each Shared Equity Housing Dwelling in the First Marketing Period to a person or persons who shall either (a) be on an Affordable Housing Providers waiting list; or (b) on the Council's Affordable Housing waiting list; or (c) a Key Worker and in the event that an Affordable Housing Sale Contract is not exchanged within the First Marketing Period the Owner shall proceed to use reasonable endeavours to exchange an Affordable Housing Sale Contract for each Shared Equity Affordable Dwelling during the Second Marketing Period as soon as reasonably possible and on terms that provide for the Affordable Dwellings as Shared Equity.

4.7.5

4.7.5.1 The Owner shall use reasonable endeavours to exchange contracts on the Social Rented Housing for each Sub Phase or part thereof to an Affordable Housing Provider at a minimum of 65% of Market Value

4.7.5.2 In the event that the amount of Housing Corporation grant funding or other funding means that the optimum offer of an Affordable Housing Sale Contract from an Affordable Housing Provider for a particular Sub Phase or part of a Sub Phase of Social Rented Housing is at a price which is either above or below 65% Market Value for Social Rented Housing then in such circumstances

- (a) The Owner shall serve notice on the Council that the optimum offer is at a price which is not 65% of Market Value for the Social Rented Housing
- (b) If the Owner serves such a notice on the Council the Council shall if satisfied confirm that the optimum offer is not 65% of Market Value and the Owner and the Council shall seek to achieve agreement on a variation of the Affordable Housing Overall Provision for that Sub Phase so as to provide that the value to the Owner of the Social Rented Affordable Housing within that Sub Phase remains at 65% of Market Value
- (c) Such adjustment is to be carried out in accordance with the method illustrated in Schedule 10; and
- (d) In the event that no agreement is reached within four weeks of the Owner serving notice on the Council that it has not been possible to achieve 65% Market Value for the Social Rented Housing either party may refer such matter to the Disputes Procedure for Affordable Dwellings as set out in Clauses 8 and 9 hereto.

4.7.6 In the event that an Affordable Housing Sale Contract is not exchanged in respect of an Affordable Dwelling within 6 months of the end of the First Marketing Period the Owner (provided the Council has confirmed in writing that it is satisfied that the Owner has made reasonable efforts to exchange) shall be entitled to elect to pay the Affordable Housing Commuted Sum to the Council whereupon on such payment the relevant Dwelling or Dwellings shall no longer be Affordable Dwellings and shall be freed of all restrictions as contained within this Clause 4.7 and may be sold on the open market by the Owner as a General Housing Unit.

4.7.7 Subject to Clause 4.7.6 above the Affordable Dwellings shall not be used for any purpose other than for Affordable Housing in accordance with the relevant Affordable Housing Scheme save that the covenants affecting the Affordable Housing Land shall:

- (i) Not apply to any part of the Affordable Dwellings which an Affordable Housing Provider shall be required to dispose of pursuant to a right to acquire under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchaser grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation)
- (ii) Not bind any utility service supplier that purchases or leases or takes a transfer of any part of the Affordable Housing
- (iii) Not apply to any Affordable Dwelling demised by way of a Shared Equity lease where (in the case of a Dwelling) the lessee has staircased his interest in that unit such that he acquires one hundred per cent (100%) of the equity in that unit and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to a third party or (in the case of a flat) acquires a one hundred per cent (100%) equity share in the lease of the flat and takes a new non-Affordable Housing lease of the flat or retains the existing lease
- (iv) IT IS AGREED THAT:
  - (a) A mortgagee or chargee of the Affordable Housing (but not of any individual Affordable Dwelling) seeking to dispose of the Affordable Housing pursuant to any default under the terms of its mortgage or charge shall procure a sale of the said land to an Affordable Housing Provider nominated in writing by the Council or (at the request of the Council) the Housing Corporation within 56 days of the said mortgagee or chargee notifying the Council in writing of its intention to exercise its power of sale or other remedies and such mortgagee or chargee shall complete the sale not later than six months after such nomination
  - (b) In the event of a nomination not being made or a sale not being completed within the time limits set out 4.7.7(iv)(a) such mortgagee or chargee shall sell the Affordable Housing to an Affordable Housing Provider nominated in writing by the Council within 28 days of the occurrence of the earlier of the said events and approved by the Council within 56 days of such nomination whereupon the mortgagee or chargee shall complete the sale not later than six months after such nomination
  - (c) in the event of any sale not taking place in accordance with the foregoing provisions of this Clause 4.7.7 any mortgagee or chargee (or its or their receiver or manager of the whole or any part of the Affordable Housing) shall be entitled to sell such land or the relevant part thereof pursuant to its or their power of sale or other remedies under the mortgage or charge in

question on the open market and shall not be bound by the provisions of this Agreement relating to the provision of Affordable Housing on the land being disposed nor shall any successor in title to such mortgagee or chargee be so bound

Until completion of the transfer of Affordable Housing Land in accordance with the requirements of this agreement to keep it clean and tidy.

#### **4.8 Sustainability**

- 4.8.1 Not to carry out the Development otherwise than in accordance with the Energy and Sustainability Strategy and any review approved in writing by the Council and without prejudice to the generality of the foregoing:
- (i) To provide and equip a Sustainability Show Home for each Phase so that such provision shall be before Occupation of more than 300 of the Dwellings at the Development and in accordance with the provisions of Schedule 8;
  - (ii) After such provision as detailed at (i) above and until the occupation of 3,000 Dwellings on the Development to equip and open for public viewing at least one Sustainability Show Home during normal business hours at all times;
  - (iii) On occupation of more than 3,000 Dwellings the Owner shall be free to dispose of the last Sustainability Show Home on the open market.
- 4.8.2 To make available an Information Pack in the Sustainability Show Homes to all prospective purchasers and other interested parties and shall be provided to the First Occupier of any Dwelling.
- 4.8.3 Prior to the commencement of construction to agree the Energy and Sustainability Strategy with the Council and not to commence construction or cause or permit construction of any building pursuant to the Consent until the Energy and Sustainability Strategy has been agreed with the Council.
- 4.8.4 Not to First Occupy or cause or permit to be First Occupied the 100th Dwelling without having paid to the Council the Sustainability Sum.
- 4.8.5 Prior to the First Occupation of the 1000<sup>th</sup> Dwelling to Identify the Self Build Plots and prior to the First Occupation of the 1500th Dwelling Offer the first Self Build Plot to the Council on such terms as set out in Schedule 4 and prior to the First Occupation of the 2500th Dwelling Offer the second Self Build Plot to the Council on such terms as set out in Schedule 4 PROVIDED THAT if one or other Building Plots within each Self Build Plots is not sold within 12 months of the date of transfer the Council shall Offer back to the Owner the relevant Building Plot whereupon the Owner will be permitted to construct General Dwellings on the Building Plots subject to any necessary consents or permissions being obtained and PROVIDED THAT if any obligation in this clause is not complied with by the time it is required

the Owner will not First Occupy or cause or permit to be First Occupied any subsequent Dwelling.

4.8.6 To construct a minimum of 10% of all the Dwellings within the Development to Lifetime Homes Standard provided that 50% of the Dwellings required to be constructed to Lifetime Homes Standard must be constructed no later than the completion of Phase 2 of the Development and no more than 10% of the Dwellings in the whole Development shall be required to be built to this standard.

4.8.7 To build 90% of Dwellings within each Phase to Building Research Establishment (BRE) Eco Homes "very good" level and 10% of all the Dwellings within the Development to "excellent" level or such other standard as the Council may reasonably substitute in response to a change in the accepted standard, provided that at least 50% of the Dwellings required to be constructed to "excellent" level must be constructed no later than the completion of Phase 2 of the Development and no more than 90% and 10% respectively of the Dwellings in the whole Development shall be required to be built to this standard.

#### **4.9 Public Art**

4.9.1 Not to First Occupy or cause or permit to be First Occupied the 200<sup>th</sup> Dwellings without having paid to the Council the Public Art Sum.

#### **4.10 Employment**

4.10.1 Prior to the commencement of development of any Employment Area to submit to the Council for approval the Employment Strategy and thereafter the development shall be carried out in accordance with it unless otherwise agreed in writing by the Council.

4.10.2 Prior to the First Occupation of the 2000<sup>th</sup> Dwelling to Identify the Lorry Park Area and thereafter to offer to transfer to the Council the Lorry Park Area for £1.00 on such terms as set out in Clause 7 and Schedule 4 hereto and not to First Occupy or cause or permit to be First Occupied the 2000<sup>th</sup> Dwelling until such offer has been made.

4.10.3 To construct all offices to BREEAM for offices "very good" standard and for industrial premises to BREEAM 54/93 standards (or the equivalent at the time of construction).

#### **4.11 Flood Alleviation and SUDS**

Not to carry out any Development without:

4.11.1 Providing or funding the provision of flood mitigation and alleviation measures in respect of the river banks and altered flood plains and necessary balancing ponds as set out in the phasing scheme as described in the Flood Risk Assessment and in accordance with planning permission granted pursuant to application number WP/2005/0720/F or such alternative scheme as may be approved and agreeing a scheme with the Council for the maintenance thereof for a



period of 30 years and thereafter complying with the scheme or ensuring that it is complied with.

4.11.2 Providing or funding the provision of an acceptable SUDS in accordance with the standards proposed in the Flood Risk Assessment.

4.11.3 Agreeing a schedule and standard of maintenance with the Council for the SUDS that meet health and safety requirements and the ecological management techniques submitted as part of the Application and thereafter comply with it or ensure that it is complied with.

4.11.4 Providing funding for or agreeing to carry out the maintenance of the flood mitigation and alleviation measures and SUDS until such time as they are adopted by the Council or such other Appropriate Authority or such other Management Entity Provided That the transfer of the liability for maintenance is subject mutatis mutandis to the procedure and requirements set out in Clause 4.5.2, 4.5.3 and 4.5.4.

#### **4.12 Waste Management**

4.12.1 To provide five evenly distributed appropriately located BRING Sites in line with a strategy to include phasing to be agreed with the Council.

4.12.2 To provide for each Dwelling prior to First Occupation domestic waste collection receptacles of a design and specification agreed with the Council and not to First Occupy or cause or Permit First Occupation any Dwelling without having provided such domestic waste collection receptacles for the use of its occupants

4.12.3 Not to First Occupy or cause or permit the First Occupation of the 100th Dwelling without having paid the Waste Contribution to the County Council.

4.12.4

(i) Prior to the First Occupation of the 200th Dwelling to Identify in agreement with the County Council the Waste Management Site and not to First Occupy or cause or permit to be First Occupied the 200<sup>th</sup> Dwelling until it has been Identified and thereafter within six months of being notified in writing of the location of the site the County Council will notify the relevant Owner in writing whether it requires the transfer of the Waste Management Site for £1.00 or payment of the Waste Management Sum.

(ii) Not to First Occupy or cause or permit the 1500<sup>th</sup> Dwelling to be First Occupied until the Owner has Identified and offered to transfer the Waste Management Site to the County Council for £1.00 in accordance with the provisions set out in Clause 7 and Schedule 4 (such transfer to take place as soon as reasonably practicable after the County Council notifies the Owner in writing that it accepts the transfer) or in the alternative paid the

Waste Management Sum whichever the County Council has made election for in accordance with Clause 4.12.4(i) and

- (iii) If the County Council does elect to take the site for a Waste Management Facility to Fully Service the Site prior to it being opened for use.

#### 4.13 General

- 4.13.1 Not to First Occupy or cause or permit to be First Occupied the 750th Dwelling without having paid the Footpath Contribution Sum to the Council.
- 4.13.2 Not to First Occupy the 350<sup>th</sup> Dwelling without having paid the CCTV Contribution to the Council
- 4.13.3 Prior to the First Occupation of the 2000<sup>th</sup> Dwelling to Identify 5,000 square metres of land for the Burial Site and offer to transfer the Burial Site to the Council for £1.00 on such terms as set out in Clause 7 and Schedule 4 hereto and not to First Occupy or cause or permit to be First Occupied the 2000<sup>th</sup> Dwelling until such offer has been made.
- 4.13.4 To ensure that all signal works provided as a result of the Development are compatible with the introduction of a SCOOT traffic control system.
- 4.13.5 To subject the proposed Highway Works to stages 2 to 4 Safety Audits.
- 4.13.6 Prior to Occupation of any Dwellings to use reasonable endeavours to establish a working group comprising representation from the Owners, the Council and nominated parties to devise a suitable scheme to be agreed with the Council for the management of Leisure Facilities.
- 4.13.7 To review with the Council and County Council at 5 year intervals from the date of Implementation if required by the Council or County Council to do so all strategies relating to the Development which have continuing effect and to seek to agree any such amended strategies Provided that the Owner shall not be obliged to agree a change in strategy that results in an increase in cost to the Owner.
- 4.13.8 To pay the reasonable legal costs of the Council and County Council in connection with the negotiation and completion of this deed ~~in the sum of £~~ 1.25
- 4.13.9 To monitor the number of Occupations of the Dwellings and to notify the Council and County Council of this figure at such regular intervals as shall be agreed and in any event prior to any Occupation which is prohibited under this Agreement until a requirement of this Agreement has been satisfied.
- 4.13.10 Not to dispose of any legal or equitable interest in the Land or any part of the Land until the donee has notified the Council in writing of its identity and address for service PROVIDED THAT this clause shall not restrict the ability of Network Rail to make a disposal of Network

Rail Land in order to address a safety or operational issue in connection with its railway undertaking.

## 5. COUNTY COUNCIL'S COVENANTS

The County Council hereby covenants with the Owner:

- 5.1 Upon receipt of any Sum to hold the same in the County Council's Account;
- 5.2 Save as is provided by Clause 4.6.8 to use each Sum within the County Council's Account including any interest which shall have accrued to it for the relevant purpose expressed in the definition of the Sum in Clause 1.1
- 5.3 In the event that any Sum paid into the County Council's Account and any interest which shall have accrued to it remain unexpended at the expiry of the period identified in Schedule 11 upon written demand made after the expiry of the said period to repay the same within one calendar month of such written demand to the person by whom it was paid.
- 5.4 From the September following Occupation of the 300th Dwelling or September 2010 whichever is later to pay for the provision of school buses to transport pupils from the Development to primary schools within the locality until such time as the First Primary School is open.
- 5.5 To use reasonable endeavours to make the First Primary School available to pupils by September 2010 or the September following the 300th Occupation whichever is the later.
- 5.6 If the Paterson Road Waste Management Facility is sold by the County Council or any successor in title within five years of the transfer by the Owner of the Waste Management Site for a purpose other than use as a Waste Management Facility and not replaced at the County Council's expense with another similar or better facility serving the same or similar purpose or reasonable geographical area the Owner shall be entitled to receive from the County Council a sum equating to the Market Value of the Waste Management Site transferred by the Owner to the County Council in accordance with Clause 4.12.4(ii). Such Market Value being as employment land as at the date of the transfer of the Waste Management Site but not to exceed any sum received by the County Council or its successor in title for the Paterson Road Waste Management Facility.

## 6. COUNCIL'S COVENANTS

The Council hereby covenants with the Owner:

- 6.1 Upon receipt of any Sum to hold the same in the Council's Account;
- 6.2 Save as is provided by Clause 4.6.8 to use each Sum within the Council's Account including any interest which shall have accrued to it for the relevant purpose expressed in the definition of the Sum in Clause 1.1 or elsewhere in this Agreement
- 6.3 In the event that any Sum paid into the Council's Account and any interest which shall have accrued to it remains unexpended at the expiry of the period

identified in Schedule 11 to repay the same within one calendar month of a written demand for repayment made after the end of the period specified in Schedule 11 to the person by whom it was paid.

## 7. PROPERTY PROVISIONS

7.1 On the Completion Date to be ascertained pursuant to the provisions of Clause 7.2:

7.1.1 The Council shall be bound to take a transfer of and the relevant Owner(s) shall be bound to transfer to the Council the relevant Council Property upon the terms of the Council Contract Provisions, provided that:

- (i) If in the case of a Leisure Facility or any part of it the Owner has provided confirmation pursuant to clauses 4.5.2(i) (b) the provisions of clause 7 shall not apply to the Leisure Facility or the part of it in respect of which such confirmation has been provided
- (ii) Each separate area of a Leisure Facility as defined in Schedule 5 shall be treated as a separate Council Property for the purpose of fixing a Completion Date and transfer to the Council.

7.1.2 The County Council shall be bound to take a transfer of and the relevant Owner(s) shall be bound to transfer to the County Council the relevant Council Property upon the terms of the Council Contract Provisions.

7.2 Where an obligation to Identify and then offer Council Property to the Council or County Council has been triggered the Relevant Owner and the Relevant Council as applicable shall act in accordance with the following timetable:

7.2.1 The relevant Council Property shall be Identified in accordance with Clause 7.5;

7.2.2 Within two weeks following the service of a notice pursuant to Clause 7.5.3.1 by the Council or County Council on the Relevant Owner stating that the Proposed Site and the Proposed Site Plan and the title thereto are acceptable, or the determination of a dispute regarding the location and boundaries of any land and the title thereto pursuant to 7.5.3.3 or 7.5.5, (and in the case of any proposed transfer by Network Rail of Network Rail Land after all Regulatory Requirements are satisfied and Necessary Consents obtained, which Network Rail will use its reasonable endeavours to satisfy and obtain) the Relevant Owner will serve a written notice offering to transfer to the Council or the County Council as applicable the relevant Council Property;

7.2.3 The Completion Date for completion of the transfer of the relevant Council Property shall be six weeks after the service of the notice in accordance with Clause 7.2.2. If:

7.2.3.1 deduction of title shows something on the title which was not on the title deduced to the Council prior to the Date; and

7.2.3.2 the Council or the County Council (as the case may be) acting reasonably consider that the title deduced is Unacceptable Title

then completion shall not take place and the matter shall be referred to dispute resolution in accordance with Clause 8 hereto and if appropriate an alternative site for the relevant Council Property shall be Identified in accordance with Clause 7.5.

7.3 During the six week period prior to the Completion Date the relevant Owner and the Relevant Council (acting reasonably) shall procure that their respective representatives meet at the relevant Council Property in order to carry out a final joint inspection and the Owner shall rectify any material defects in the obligations in relation to the Individual Property on the part of the Owner agreed by the Owner and Relevant Council acting reasonably;

7.4 The Relevant Owner is to ensure that:

7.4.1 Title shall be deduced and shall include by the production to the Relevant Council's solicitors of official copies of the items referred to in rules 134(1)(a) and (b) and 165(1)(a) of the Land Registration Rules 2003 in so far as they are not to be discharged or overridden at or before completion;

7.4.2 Its solicitors shall promptly (but in any event within 2 weeks) respond to requisitions in relation to title matters disclosed by the results of any Land Charges Registry, Land Registry or Companies Registry searches against the Relevant Owner or Individual Property arising in the period between the Date and the Completion Date (except any requisitions which relate to title which has been deduced prior to the Date) raised by the Relevant Council's solicitors provided that the Relevant Council's solicitors must have raised all requisitions and satisfied itself in relation to title within 5 weeks from the Relevant Owner deducing title save in relation to any further requisitions arising as a result of any pre-completion searches to be made by the Relevant Council's solicitor.

7.5 The following provisions shall apply in respect of the Identification of the Council Property:-

7.5.1 The parties agree that the location, size and boundaries of the relevant Council Property shall be generally in accordance with the location, size and boundaries shown on the Master Plan (and the parties further agree and acknowledge that the Council Property is not intended to, and may not, include any part of the Network Rail Land which is at the time of Identification designated as a strategic freight site) PROVIDED THAT in the event that any Overriding Interests (as defined in paragraph 1.1 of Schedule 4) have been created or acquired following the Date and prior to the Completion Date or there are any local land charges that did not appear on a local search of the relevant Council Property as at the Date and such Overriding Interests or such local land charges affect the relevant Council Property as the same is generally shown on the Master Plan (such as to adversely affect (in the Relevant Council's reasonable opinion) the intended use of such property for the purpose(s) permitted under this Agreement)

the parties shall agree an alternative site for the relevant Council Property which is reasonably proximate to the original site and is subject to title matters which are no more onerous than the title matters affecting the original site prior to the Date;

7.5.2 The location and boundaries of the relevant Council Property shall be in accordance with and shall not prejudice or interfere with the requirements of this Agreement or the conditions on the Consent;

7.5.3 The relevant Owner will serve on the Relevant Council (being the proposed transferee of the relevant Council Property) a Land Registry compliant plan of a scale of 1:1250 showing the proposed boundary and co-ordinates of the relevant Council Property edged in red being the Proposed Site and shall simultaneously deduce title in accordance with Clause 7.4:

7.5.3.1 If the Relevant Council agree with the Proposed Site Plan and the title is acceptable by serving an acceptance notice on the Relevant Owner stating the same within 28 days of receipt of the Proposed Site Plan and title then the parties shall meet at the Proposed Site in order to agree mark out and fence the boundaries of the relevant Council Property, such meeting is to take place within 28 days of service of the acceptance notice on the Relevant Owner, following such meeting the Relevant Council will serve notice within 14 days of the meeting on the Relevant Owner stating whether the Proposed Site and the Proposed Site Plan are acceptable;

7.5.3.2 If the Relevant Council does not agree with the Proposed Site Plan or considers the title to the Proposed Site is an Unacceptable Title then it will serve on the Relevant Owner a notice stating the reasons why such Proposed Site Plan is unacceptable or the title is an Unacceptable Title within 28 days of receipt of the Proposed Site Plan and the title thereto. The Relevant Owner must then submit a revised Proposed Site Plan and simultaneously deduce title within 28 days of such notice. If the revised Proposed Site Plan is unacceptable or the title is an Unacceptable Title then the issue shall be treated as a dispute for the purposes of clause 8 of this Agreement. If the revised Proposed Site Plan is acceptable and the title thereto is acceptable the parties will follow the procedure set out in Clause 7.5.3.1;

7.5.3.3 In relation to this Clause 7.5 only failure by the Relevant Council to respond within the timescales set out in this clause 7.5 will be deemed to be a refusal to accept by the Relevant Council. In such circumstances the Relevant Owner must serve notice of a Proposed Site together with a Proposed Site Plan and simultaneously deduce title once more only and if no response is received to that second notice then the issue shall be treated as a dispute for the purposes of Clause 8;

7.5.4 Subject to the express provisions of clause 7.5.1 the Owner and the Relevant Council (as the case may be) will (and will procure that their representatives will) each act reasonably and in good faith in

ascertaining the location and boundaries of any land pursuant to this Clause 7.5;

- 7.5.5 Any dispute arising in relation to the location and boundaries of any land or in relation to Title to be ascertained pursuant to this Clause 7.5 shall be referred for expert determination in accordance with paragraph 15 of Schedule 4.
- 7.6 In the event that the Relevant Council or any relevant third party refuses to accept a transfer of any Council Property or other land or property as provided by this Agreement and the matter is in dispute and has been referred for expert determination pursuant to paragraph 15 of Schedule 4 then pending the outcome of the determination of the dispute nothing shall prevent the Owners or any of them or their successors in title from continuing to carry out or permit occupation of the Development or any part as if the relevant transfer had been completed provided that if such dispute has not been resolved or determined within 6 months of the date the relevant dispute first arose then at the expiry of that period of 6 months the transfer shall be deemed not to have ever been offered or completed and no further Occupation or carrying out of the Development shall take place until such time as the relevant transfer has actually been completed.

## **8. DISPUTE RESOLUTION**

- 8.1 If any dispute or difference shall arise between the parties as to the construction or meaning of this Agreement or their respective rights, duties and obligations under this Agreement or as to any matter arising out of or in connection with the subject matter of this Agreement including the refusal or withholding of any consent or failure to agree a matter stated to be subject to agreement and unless this Agreement expressly provides otherwise either party may give a Dispute Notice to the other party to refer any issues between them to an Expert.
- 8.2 The Expert shall be agreed by the parties or, failing agreement within 10 (ten) Business Days of the Dispute Notice being given, an independent expert shall be nominated by the President for the time being of the Law Society on the following basis:
- 8.2.1 if such dispute shall relate to matters concerning construction, interpretation and/or the application of this Agreement the Expert shall be a barrister or a solicitor;
- 8.2.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Agreement the Expert shall be a chartered accountant;
- 8.2.3 if such dispute shall relate to the valuation of any interest or estate in any part of the Land the Expert shall be a chartered surveyor;
- 8.2.4 if such dispute shall relate to matters connected with Affordable Housing, the Expert shall be an appropriate qualified member of the Royal Town Planning Institute;

- 8.2.5 if such dispute shall relate to matters connected with education, the Expert shall be an appropriately qualified person in the field of primary and secondary school education facility provision;
- 8.2.6 in any other case the Expert shall be (at the discretion of the President of the Chartered Institute of Arbitration) either an architect or a civil engineer;
- 8.2.7 if such dispute shall relate to matters falling within two or more of sub-Clauses 8.2.1 – 8.2.6, the President of the Chartered Institute of the Arbitrators may appoint such person or persons falling within the description of sub-clauses 8.2.1 – 8.2.6 as he thinks appropriate including joint Experts; or
- 8.2.8 if the Expert nominated pursuant to such application shall die or decline to act another Expert may be appointed in his place in accordance with the procedure set out in this clause 8.2.
- 8.3 The Expert shall act as an expert and not as an arbitrator.
- 8.4 The parties shall, within 20 (twenty) Business Days of the Expert's appointment, make written submission to the Expert and/or send documents to him and which shall all be sent simultaneously to the other party. At any time until the making of his decision the Expert shall be entitled to, but is not obliged to, invite comments on one party's submissions which comments shall be supplied simultaneously to the other party. In addition, the parties shall if requested make available to the Expert any documentation which the Expert, in his absolute discretion, considers necessary or helpful in reaching his decision on the issues between the parties.
- 8.5 The Expert shall act impartially and shall take the initiative in ascertaining the facts of the law and shall use his best endeavours to give his decision within 30 (thirty) Business Days of his appointment and such longer period as is agreed by the parties and such decision shall be binding and enforceable until the dispute or difference is finally determined by arbitration in accordance with clause 8.6 or by agreement. The Expert shall give reasons for his decision and may require one party and/or the other to pay a proportion of his costs as shall be detailed in his award.
- 8.6 If either party so decides within 28 days of the decision of the Expert to give notice to the other of its intention to refer the same dispute or difference to arbitration as was referred to the Expert or, if within 28 days of any dispute or difference referred to in Clause 8.1 both parties agree in writing that the dispute shall not be referred for expert determination, such dispute or difference may on the written notice given by any party at any time and served on the others be referred to and determined by an arbitrator agreed between the parties or in default of agreement to be appointed by the President for the time being of the Law Society or his deputy and the parties to this Agreement agree that:
- 8.6.1 determination shall take place within 30 Working Days of the arbitrator accepting his instructions or within such other time scale as the President or his Deputy is able to offer;
- 8.6.2 in all other respects the Arbitration Act 1996 shall apply.



8.7 Notwithstanding anything to the contrary in this Agreement, the parties to this Agreement agree and declare that the opinion of Network Rail on matters relating to railway safety or railway operational issues may not be called into question by the other parties to this Agreement

## 9. AFFORDABLE HOUSING VALUATION RESOLUTION

9.1 The Owner and/or the Council may

- (a) If either party considers that the price ("**Price**") for which any offer has been made under clause 4.7.5 is less or exceeds 65% Market Value for Social Rented Housing; or
- (b) If either party considers that the Market Value of a Shared Equity Dwelling has been incorrectly valued so that the remaining equity has been incorrectly valued

refer the questions of valuation to an Expert in accordance with the Dispute Resolution Procedure in Clause 8 hereto

9.2 Where the Expert to whom reference is made under Clause 9.1(a) above determines that the Price is either more or less than 65% Market Value for Social Rented Housing the parties agree to vary if necessary the Affordable Housing Overall Provision for the Phase. The Expert shall be requested within such determination to establish the percentage of Social Rented Housing and Shared Equity required in respect of the particular Phase so as to arrive at a value for the Affordable Housing within that Phase equivalent to and assuming 65% Market Value for Social Rented Housing within the Affordable Housing Overall Provision in the event of such determination the Affordable Housing Overall Provision for that Phase shall be varied accordingly.

9.3 Where the Expert to whom reference is made under Clause 9.1(b) above determines that the Market Value of the Shared Equity Dwelling has been incorrectly valued, the provisions of Clause 8.5 and 8.6 shall apply.

## 10. NOTICES

All notices requests demands or other written communications to or upon the respective parties hereto pursuant to this deed shall be deemed to have been properly given or made if despatched by first class letter or facsimile transmission to the party to which such notice request demand or other written communication is to be given or made under this deed and addressed where a company to the registered office and marked for the attention of the Company Secretary or as follows (or to such other address or facsimile number as may be notified in accordance with this clause):-

If to the Council

Attention: c/o Head of Legal Services  
Wellingborough Borough Council  
Council Offices  
Swanspool House  
Wellingborough  
NN8 1BP

or such attention as the Council may notify to the other parties from time to time.

If to the County Council

Attention: c/o Legal Services  
Northamptonshire County Council  
PO Box 104  
County Hall  
Northampton  
NN1 1AW

or such attention as the County Council may notify to the other parties from time to time.

If to the First Owner

BS Pension Fund Trustee Limited  
5th Floor, Centurion House  
24 Monument Street  
London  
EC3R 8BS

or such address as may be notified from time to time.

If to the Second Owner

The Chancellor Masters and Scholars of the University  
of Cambridge  
The Old Schools  
Trinity Lane  
Cambridge  
CB2 1TN

or such address as may be notified from time to time.

If to the Third Owner

Attention: The Company Secretary  
Hanson Quarry Products Europe Limited  
The Ridge  
Chipping Sodbury  
Bristol  
BS37 6AY

or such address as may be notified from time to time.

If to the Fourth Owner

Attention: c/o Legal Services  
Northamptonshire County Council  
PO Box 104  
County Hall  
Northampton

3  
2  
1  
NN1 3AW

or such address as may be notified from time to time.

If to the Fifth Owner

Attention: The Group Company Secretary  
Network Rail Infrastructure Limited  
40 Melton Street  
London  
NW1 2EE

or such address as may be notified from time to time.

If to the Sixth Owner

Attention: The Company Secretary  
Wellmere Limited  
Berry House  
4 Berry Street  
London  
EC1 0AA

or such address as may be notified from time to time.

If to the Seventh Owner

Attention: Legal Director/Managing Director  
Bovis Homes Limited, S. Midlands Region  
1 Bromwich Court  
Highway Point  
Gorse Lane  
Coleshill  
B46 1JU

or such address and addressee as may be notified from time to time.

## 11. SEVENTH OWNER'S AND GUARANTOR'S COVENANTS

- 11.1 The Seventh Owner covenants with the Council and separately with the County Council in relation to the obligations contained in clauses 4.1.3, 4.1.5, 4.1.9, 4.2.1, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.4.6, 4.4.7, 4.4.8, 4.5.5, 4.5.6, 4.6.7, 4.8.4, 4.9.1, and 4.13.1 where any trigger point (or stage by which a payment pursuant to this agreement has become due and payable) has passed without the appropriate payment being made the Seventh Owner will pay the appropriate sum to the Relevant Council and this covenant will bind the Seventh Owner regardless of whether it has an interest in the land affected by the obligation or related trigger point or stage by which payment becomes due (subject to the provisions of Clause 11.4)
- 11.2 The Guarantor covenants with the Council and separately with the County Council that the Seventh Owner will duly observe and perform the covenants entered into by the Seventh Owner (including for the avoidance of doubt in respect of which it becomes liable as a successor in title) contained in this Agreement and that if the Seventh Owner shall default in any respect the

Guarantor will on demand fully observe and perform the same and will indemnify the Council and the County Council against all claims costs and damages which they necessarily incur as a direct consequence of the failure by the Seventh Owner to observe and perform the same;

- 11.3 The Council and the County Council and the Guarantor agree and declare that neither any neglect or forbearance on the part of the Relevant Council in enforcing the covenant of the Seventh Owner contained in this Agreement nor any variation of the terms of this agreement shall release the Guarantor from its liability under this Agreement.
- 11.4 Notwithstanding the provisions of Clause 11.1 it is agreed that the Seventh Owner and the Guarantor shall be capable of being released in whole or in part from obligations contained within this Deed if the Council and County Council are satisfied and agree that adequate security in the form of a bond or otherwise has been provided by a purchaser of the Land or part of the Land which may be subject to the obligations in question
- 11.5 In the event that Bovis Group plc undergoes a change of control or the whole or substantially the whole of its business, assets and undertaking are transferred to a third party then Bovis Group plc undertakes to ensure that this covenant shall continue in full force and effect and shall be fully enforceable against Bovis Group plc or its successors and assignors as appropriate

**EXECUTED AS A DEED** by the parties on the date which first appears in this Agreement.

## SCHEDULE 1

### Variations To The Standard Conditions

1. The Standard Conditions (including any amendments thereto) shall be interpreted as if all references to "the buyer" were to the Relevant Council and "the seller" were to the relevant Owner.
2. Standard Conditions 2.2, 2.3, 3.1.3, do not apply and the Standard Conditions shall be deemed to be amended accordingly.
3. Standard Condition 1.3 is amended as follows:-
  - 3.1 In Standard Condition 1.3.2 the words "at the address and quoting the reference (if any) stated in the contract" shall be inserted after the words "party's conveyancer";
  - 3.2 The following shall be deemed to be added to the Standard Conditions as Standard Condition 1.3.9:-

"In addition:-

    - (a) any notice addressed to a party by name shall not be rendered invalid by reason of the party having died, become insolvent or changed name, whether or not the party serving notice is aware of the fact;
    - (b) the foregoing provisions of this condition 1.3.9 shall also apply (mutatis mutandis) to the delivery of documents."
4. In Standard Condition 6.6.5 there shall be inserted after the words "document of title" the following:-

"(except where the document is a matter of public record or where the seller's solicitors have notified the buyer's solicitors in writing (prior to the contract being entered into) that the document cannot be produced."
5. At the end of Standard Condition 9.5.2(a) there shall be added "and section 49(2) of the Law of Property Act 1925 shall not apply".
6. The Relevant Owner will retain the risk for the Individual Property until completion of the transfer of the Individual Property to the Relevant Council.

## SCHEDULE 2

### Neighbourhood Centre

1. The Neighbourhood Centre is sited in a visually prominent location on the main ridgeline, at the arrival point and connection of the main access (and public transport) routes, key desire lines and vistas.
2. A high density, mixed-use community, commercial, residential (50dph) and employment (60%sc) development focused on a new civic space is proposed. It will include:
  - 2.1 First Primary School and Children's Centre (2.056ha) including playing field combined with
  - 2.2 Multi-functional community centre including a community hall, police office, multi-faith room, childcare centre, community trust office and storage;
  - 2.3 Health Centre (0.4ha) including parking;
  - 2.4 Supermarket (1,000m<sup>2</sup> but with scope for future expansion);
  - 2.5 A1 retail units (approximately 1,000m<sup>2</sup>);
  - 2.6 A3 food and drink units (approximately 500m<sup>2</sup>);
  - 2.7 Bus facilities and car and cycle parking; and
  - 2.8 Urban square.

## FIRST PRIMARY SCHOOL AND CHILDRENS CENTRE

Site area of 2.056 hectares comprising:

Playing fields  
Playgrounds  
Staff & visitor parking  
Hard Landscape  
Soft Landscape  
Outdoor Covered Play  
School Buildings  
Childrens Centre Buildings

School Buildings - Total area 2,000-2,500 m2 including:

Classrooms  
Hall  
Studio  
Library  
Administrative and Ancillary facilities

Children's Centre Buildings - total area 600-850 m2 including:

Teaching/care facilities for children aged 2-5 years  
Meeting/Training rooms  
Kitchen facilities  
Administrative and Ancillary facilities

### **Secondary Local Centre**

1. Located north of the Neighbourhood Centre to ensure all future residents and occupiers of the northern employment areas are within a short walking distance of local facilities. A high density, mixed-use community, commercial, residential (50dph) and employment (60% sc) development focused on a new civic space is proposed. This will include:
  - 1.1 Second Primary School (Approximately 2000-2500 sq m) including Second Nursery;
  - 1.2 Community Hall (approximately 400 sq m);
  - 1.3 Small A1 retail units (approximately 250 sq m);
  - 1.4 Urban Square; and
  - 1.5 Bus facilities and car and cycle parking.

SCHEDULE 3

CONSENT



**BOROUGH COUNCIL OF WELLINGBOROUGH**

Council Offices, Swanspool House, Wellingborough NN8 1BP

Town and Country Planning Act 1990

**OUTLINE PLANNING PERMISSION**

Name and address of agent	Name and address of applicant
Lovejoy Birmingham Limited, Mark Rose, 1 Fore Street, Birmingham. B2 5ER	Bovis Homes Limited, Central Region Bromwich Court, Highway Point Gorsey Lane, Coleshill. B46 1JU

**Part I – Particulars of application**

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Date of application:

09/08/2004

Application Number:

WP/2004/0600/O

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Description: Mixed use development including 84.81ha of residential development; B1, B2 and B8 development, new public transport links (buses), new and enhanced walking and cycling routes and facilities, Country Park, Neighbourhood Centre, 2 Secondary local centres, construction of access roads, bridges and highway structures, footways, footpaths, bridleways; and associated works and facilities.

Location: Land Between Finedon Road & The Railway, Neilson's Sidings & Land North of Finedon Road, Wellingborough.

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**PART II – Particulars of decision**

The Borough Council of Wellingborough hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 that outline planning permission has been granted for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted subject to the following conditions:

1. The application for reserved matters for the first sub area in Phase 1 as shown on Masterplan Figure 25, shall be made no later than the expiration of 3 years from the date of permission. The development to which this permission relates shall be commenced by the later of: The expiration of a period of 15 years commencing on the date of this permission: The expiration of a period of 2 years commencing on the date upon which the final approval of the details of the last reserved matter for the final phase is given by the planning authority.

Approved ..

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... Continued. WP/2004/0600/O

2. Applications for details of the following matters (hereby referred to as the reserved matters) shall be submitted to and approved in writing by the local planning authority before the commencement of development in each sub-area: a) the siting, design and external appearance of buildings; b) vehicle, cycle and foot access routes and parking; c) landscaping including boundary treatments and details of street furniture and lighting; d) layout and design of public open space; e) layout, design and specification of drainage infrastructure. The development shall thereafter be implemented in accordance with the approved details.
3. Unless otherwise agreed by the local planning authority, no reserved matters application shall be submitted for development on any sub-area until and unless a design code and/or design brief for that sub-area has been submitted to and approved in writing by the local planning authority.
4. Each residential sub-area design code submitted to the local planning authority for approval shall consist of guidance and coding relating to the following matters for that sub-area unless otherwise agreed by the local planning authority: character area overview; public realm strategy; movement network including route hierarchy, block typologies; building typologies; open spaces and landscape; environmental standards; implementation.
5. Each reserved matters application shall accord with the Planning Application Masterplan (drawing ref 04-163307 L SE0 600Y) and Design Codes and/or Design Brief, unless otherwise agreed by the local planning authority, and shall be accompanied by a written statement which demonstrates how this is the case.
6. Development of routes 2 and 7 (as shown on Plans - Route 2 611071/04 Rev G and R7 611071/08 Rev H ) will not commence until the floodplain and ecology compensation areas proposed within the Nene Valley and detailed in the Environmental Statement dated August 2004/2005 are provided (the subject of planning application ref WP/2005/0720/F).
7. No development authorised by this permission shall take place unless in accordance with Section B of the Masterplan Report (Figures 15, 16, 17, 18, 19a, 19b, 20, 21, 22, 22a, 23, 23a, 24 and 25), the Planning Application Masterplan (drawing ref 04-163307 L SE0 600Y) (except in respect of the street layout), the parameters set out in the Environmental Statement (August 2004/05), Transport Assessment (August 2005) (including the Travel Plan) approved highway access drawings (ref) and/or any subsequent amendments approved by the local planning authority.
8. The development hereby permitted shall be carried out in substantial compliance with the plans contained in the Planning Application and save as is necessary to secure compliance with the conditions on this permission no variation shall be made without the prior written approval of the local planning authority which approval will not be given if in the reasonable opinion of the Council the proposed variation creates new environmental impacts which exceed the range or scale of those assessed and measured in the Environmental Statement (October 2005) and which the Council considers may require further or additional mitigation measures.

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9. The total development hereby approved shall not exceed the following as set out in detail in Masterplan Figure 24: 84.81ha of residential development providing 3,100 dwellings; 15.25ha of B8 development providing 76,250m<sup>2</sup>; 12.81ha of B1/B2 development providing 64,050m<sup>2</sup>; 22.35ha of B1 development providing 119,371m<sup>2</sup>; In the Neighbourhood centre A1 Supermarket unit of 1000m<sup>2</sup>, other A1 units of 1000m<sup>2</sup>, and A3 food and drink units of 500m<sup>2</sup>; In the Ise and Nene Local Centres 250m<sup>2</sup> of A1 retail units and A3 food and drink units each. (The Use Classes are those set out in the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).
10. The development shall proceed in accordance with the phasing programme set out in the Masterplan Figure 25, 25a and phasing table on page 56b. The C3 dwelling units hereby approved shall be carried out in a minimum of three phases, the amount in each phase not to exceed the following: Phase 1: 9ha (397 dwellings); Phase 2: 34.92ha (1576 dwellings); Phase 3: 29.06ha (1229 dwellings). Notwithstanding the forgoing, sub-phases of the development may be carried out subject to the limits specified for each phase both individually and cumulatively not being exceeded.
11. No more than 300 dwellings within Phase 1 shall be occupied until the proposed works associated with Route 4 as identified in the approved plans have been fully implemented and is open to use by public traffic.
12. Car parking serving the development shall not exceed the limits set out in the Northamptonshire County Council Parking: Supplementary Planning Guidance as amended
13. Cycle Parking shall be provided at the Station Interchange, Neighbourhood and Local Centres and employment areas in accordance with the Northamptonshire County Council Parking: Supplementary Planning Guidance as amended in accordance with a timetable to be agreed with the local planning authority prior to the commencement of development.
14. Prior to the commencement of the development of any sub area or infrastructure element, all public footpath routes through the site shall be protected and/or diverted in accordance with statutory procedures and a scheme which shall previously have been submitted to and approved in writing by the local planning authority. Such measures shall remain in place for the duration of the construction and thereafter, any such route shall be returned to its original state or such state as shall be agreed in writing in advance by the local planning authority, and made available for public use once the works which immediately affect them have been completed.
15. Prior to the commencement of development on the phase indicated in column 3 of the table below the work indicated in column 1 and 2 of the same row shall be completed to the standards indicated on the drawing numbers specified unless otherwise agreed in writing by the local planning authority.

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To be completed Junction of:	Works	prior to the commencement of phase :-
A45/Ditchford Lane (E)	Works as shown generally on MLM drawing number 611071/R7/SIG 2 Rev G	2D
A45/Ditchford Lane (W)	Works as shown generally on MLM drawing number 611071/R7/J01 Rev J, subject to further minor modifications to be agreed with the highway authorities	2D
A45/Wilby Way/Bourton Way	Works as shown generally on SDG drawing number 4808-J09-001 Rev D	2A
A45/Turnells Mill Lane	Works as shown generally on MLM drawing numbers 611071/R2/J1, 611071/R2/SK09 Rev P2, 611071/R2/SK10 Rev P1 and 611071/R2/SK11 Rev P1, subject to further minor modifications to be agreed with the highway authorities	2A
A45/Skewbridge Access/Crown Way/Northampton Road	All necessary highway improvement works to provide capacity for the traffic flows assessed in the report entitled "A45/ Skewbridge Access/ Northampton Road/ Crown Way junction assessment Updated Final Report August 2005", such that junction performance in terms of the ratio of flow to capacity and queue length as determined by a method agreed by the highway authority is suitable to accommodate the assessed future traffic flows for the year 2026 and which is considered by the Highway Authority to be safe in terms of design and operation following the completion and submission of a stage 1 road safety audit in accordance with HD19/03.	2A
A45/A6/Higham Ferrers Bypass	Works as shown generally on SDG drawing number 4808-J23-001 Rev E	2D
A45/West Street, Stanwick	Works as shown generally on SDG drawing number 4808/J24/01 Rev C	2D

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A14/A509	Works as shown generally on SDG drawing number 4808/J27/001 Rev D	3A
A509 London Road/Turnells Mill Lane/The Embankment	Works as shown generally on MLM drawing number 611071/R2/J2 Rev M	2A

For the purposes of this condition the following expressions have the following meanings:

- Phase 1A – Infrastructure only
  - Phase 1B – 397 dwellings and 9 Ha of employment
  - Phase 2A – 327 dwellings, 7.51 Ha of employment and 2.17 Ha of Community and Commercial
  - Phase 2B – 389 dwellings and 2.98 Ha of employment
  - Phase 2C – 349 dwellings, 1.71 Ha of employment and 0.27 Ha of Community and Commercial
  - Phase 2D – 511 dwellings and 13 Ha of employment
  - Phase 3A – 496 dwellings and 11.54 Ha of employment
  - Phase 3B – 364 dwellings, 0.67 Ha of employment and 0.55 Ha of Community and Commercial
  - Phase 3C – 369 dwellings, 4.85 Ha of employment and 0.29 Ha of Community and Commercial
16. Within 6 months of the First Occupation of the first Dwelling the County Council will submit to the Council a detailed Travel Plan to be agreed by the Local planning Authority in consultation with the Highways Agency and mitigation measures identified in the plan will be implemented as agreed in the Travel Plan
17. No development within each phased application area shall be undertaken unless and until the developer has entered into a suitable legal agreement with the Highways Agency regarding the proposed works shown generally on drawings contained in Condition 15 above.

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18. A phasing plan detailing how floodwater will pass through flood zones 2 and 3 during provision of the flood mitigation works and/or construction of any of the access routes within the River Ise and River Nene floodplain (identified within the Flood Risk Assessment August 2005) shall be submitted to and approved in writing by the local authority before each phase of development in flood zones 2 and 3 commences and the development shall thereafter be carried out only in accordance with it.
19. The flood mitigation works and floodplain compensation area(s) for each access route crossing the River Ise and/or River Nene floodplains will be provided and made available for flood storage in accordance with the details contained in the Flood Risk Assessment August 2005 prior to works relating to each compensation area commencing.
20. A long-term management programme for each of the flood storage areas and proposed flood defences detailed in the Flood Risk Assessment dated August 2005, including means of controlling invasive species and means of delivery, shall be submitted to and approved in writing by the local planning authority, prior to works relating to each phase commencing and the programme shall thereafter be complied with.
21. Notwithstanding the proposals in the Environmental Statement and Masterplan, Part B, section 23, a long-term management programme for each of the sustainable drainage systems detailed in the Flood Risk Assessment dated August 2005, including means of controlling invasive species and means of delivery, shall be submitted to and approved in writing by the local planning authority, prior to works relating to each phase commencing and the programme shall thereafter be complied with.
22. Unless otherwise agreed in writing with the local planning authority or to satisfy the requirements of the conditions of this planning permission, the development shall proceed in accordance with the details, phasing and maintenance responsibilities set out in the Flood Risk Assessment dated August 2005.
23. Development of any sub-area hereby approved by this planning permission shall not commence until:
  - a) Where identified as necessary by the Environmental Statement (dated August 2004 and August 2005) a site investigation has been proposed for the sub-area using the findings of the Environmental Statement and submitted to, and approved in writing by the local planning authority prior to that investigation being carried out. The investigation must be comprehensive enough to enable: A risk assessment to be undertaken relating to the receptors associated with the proposed new use, those uses that will be retained (if any) and other receptors on and off the site that may be affected; refinement of the Conceptual Model, and; the development of a Method Statement detailing the remediation requirements.
  - b) The site investigation has been undertaken in accordance with details approved by the local planning authority and a risk assessment undertaken.
  - c) Where it is identified that remediation is required, that a Method Statement detailing the requirements using the information obtained from the Site Investigation and the measure outlined in the Environmental Statement August 2004/2005 has been submitted to and approved in writing by the local planning authority prior to that remediation being carried out. The approved remediation shall be fully completed in accordance with the approved method statement prior to the occupation of any building to which this approval applies.

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24. Prior to the commencement of development of any sub-area a Soil Reuse Strategy reflecting the Environmental Statement August 2005 shall be submitted to and approved in writing by the local planning authority. Development shall take place only in accordance with the approved details.
25. Soft landscaped areas shall be provided in accordance with the mitigation strategy set out in the ecology assessment within the Environmental Statement August 2004/05 in accordance with a timetable to be agreed with the local planning authority.
26. An ecology management plan detailing the habitat creation and management for the Ise Valley Park and Green Links in accordance with the principles set out in the Environmental Statement dated August 2005 shall be submitted to and approved in writing by the local planning authority prior to the creation of the public park (but not limiting the required flood remediation works). The ecology management plan and development shall thereafter be implemented in accordance with the approved details.
27. An ecology management plan detailing the habitat creation and management for the existing County Wildlife Sites and related compensatory habitat in accordance with the principles set out in the Environmental Statement dated August 2004/05 shall be submitted to and approved in writing by the local planning authority prior to the construction of Access Route 2. This should cover the enhancement of the floodplain areas 2 and 4 on Figure 23a of the Masterplan Report as well as the Route 2 ecology compensation areas indicated on Figure 22a of the Masterplan Report. The ecology management plan and development shall thereafter be implemented in accordance with the approved details.
28. An ecology management plan detailing the habitat creation and management (including a detailed zoning scheme to control access to people visiting the SSSI/SPA) for the candidate Special Protection Area/SSSI and related compensatory habitat in accordance with the principles set out in the Environmental Statement dated August 2004/05 will be submitted to and approved in writing by the local planning authority prior to the construction of Access Routes 2 and 7. The ecology management plan and development shall thereafter be implemented in accordance with the approved details.
29. Construction of Routes 2 and 7 shall not commence until the area of compensatory habitat for ecological impacts on the SSSI/SPA has been created and completed in accordance with a agreed design and scheme, or any amendment to the scheme, as approved in writing by the local planning authority.
30. Construction on Routes 2 and 7 within the pSPA shall not take place between the months of November to February inclusive unless otherwise agreed in writing with the local planning authority.
31. Development of each access route shall not commence until precise details of a scheme to allow the safe access through the bridges and/or embankments by otters and badgers (including tunnels and fencing if required and as outlined in the Environmental Statement dated August 2004/05) has been submitted to and approved in writing by the local planning authority. The bridges shall not be used by vehicular traffic until the scheme has been installed in accordance with the details so approved.

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32. Development that would affect badger sett, movement corridors and foraging areas identified in the Environmental Statement dated August 2004/05 shall not commence until details of an appropriate mitigation scheme according with the Environmental Statement has been submitted to and approved in writing by the local planning authority. The development shall thereafter be implemented in accordance with the approved details.
33. Existing vegetation with the potential to accommodate birds will only be removed outside of the bird breeding season (March to August), unless otherwise agreed by the local planning authority. Where such an agreement is made an ecologist nominated by the local planning authority will first check that no nests are present. Where they are present the vegetation will be retained with a 5m buffer until all birds have fledged and the nest is no longer in use.
34. No trees which have the potential to accommodate bat roosts will be removed until a detailed method statement according with the Environmental Statement dated August 2004/2005 has been submitted to and approved in writing by the local planning authority removal shall thereafter be in accordance with the approved scheme.
35. The structure landscape scheme will be provided in accordance with the Structure Landscape Implementation Strategy (August 2005) submitted with the Environmental Statement, phased as follows: Phase One - Ridge Planting/Green Wedges (Advanced Structure Planting) - Ise Valley Country Park - Route 4 Infrastructure Planting - Route 2 Infrastructure Planting - River Ise Corridor north of Midland Road and north of Finedon Road; Phase Two - Ise Valley Town Park - River Ise Corridor south of Midland Road - Route 7 Infrastructure Planting (excluding slips) - Route 6 Infrastructure Planting; Phase Three - Route 7 Infrastructure Planting (slips only) A detailed scheme for each element will be submitted to and approved in writing by the local planning authority. The schemes will be implemented in the first planting season following the beginning of the relevant development phase or provision of the infrastructure element.
36. Prior to the commencement of development of any sub-area or infrastructure element, a detailed a plan shall be submitted to and approved in writing by the local planning authority indicating the position of existing landscape features including trees, large shrubs and hedges both within the site and overhanging the site boundary. The extent of the canopy must be plotted accurately and the plan must specify protective measures to existing trees and hedges to be retained on that part of the site in accordance with British Standard 5837. The plan must also indicate the proposed route of all underground services and measures to be taken to ensure that root damage is avoided. The approved measures shall be implemented prior to development of the sub area or infrastructure element to which it relates and retained until the completion of the development. Any land so enclosed shall be kept clear of all materials, machinery and temporary buildings at all times.
37. No development shall take place within any development sub-area until a detailed hard and soft landscape scheme reflecting the Masterplan and Structure Landscape Implementation Strategy and design code for that sub area has been submitted to and approved in writing by the local planning authority.

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... Continued. WP/2004/0600/O

- The scheme shall be implemented before the end of the first planting season following completion of that sub area of development. For the purpose of this condition a planting season shall be the period from the end of October to the end of February.
38. Before work commences on any development sub area or infrastructure element, a detailed scheme for the future maintenance and management of the proposed amenity and landscape area(s) shown on the approved plan in accordance with the Environmental Statement dated August 2004/05 shall be submitted to and approved in writing to the local planning authority. The details shall thereafter be implemented in accordance with the approved scheme. The scheme should include a plan indicating any amenity areas(s) or landscape works that are to be proposed for adoption by the Local Authority or other agency.
  39. Trees or shrubs seeded areas and herbaceous plants to be planted as part of the approved landscape scheme or to otherwise satisfy the conditions of this planning permission which are removed, die, become severely damaged or diseased within 5 years of the completion of development shall be replaced with trees, shrubs seeded areas or plants of appropriate size and species in the next planting season. For the purpose of this condition a planting season shall be the period from the end of October to the end of February.
  40. Development of each sub-area or infrastructure element hereby permitted shall not commence until a programme of archaeological work in accordance with a written scheme of investigation (including site-based archaeological survey, trial fieldworks to evaluate the archaeological potential of the sub-area and any work necessary to preserve remains in situ and/or by record), or watching brief, as appropriate, has been submitted to and approved in writing by the local planning authority for that sub-area. The relevant works shall only take place in accordance with the detailed scheme or brief pursuant to this condition.
  41. Access shall be afforded at all reasonable times to any archaeologist nominated by the local planning authority and such person shall be allowed to observe the excavation and record items of interest and finds.
  42. Where appropriate in order to comply with PPG24, development of sub-areas hereby permitted shall not commence until a scheme for noise mitigation measures, in accordance with the Environmental Statement August 2004/2005 to protect occupiers of the proposed dwellings from the access roads and/or rail noise and/or the Anglian Water pumping station has been submitted and approved in writing by the local planning authority. The approved mitigation measures shall be implemented in full prior to the first occupation of any building in that sub-area.
  43. A scheme for noise mitigation shall be submitted to and approved in writing by the local planning authority prior to the occupation of any A1, A3, B2 or B8 site/building. The approved scheme shall be completed to the satisfaction of the local planning authority prior to the occupation of those buildings.
  44. Prior to the commencement of construction of the access routes identified in the Environmental Statement August 2004/2005 that affect each of Kangaroo Spinney Travellers Site, Greenacres Finedon Road Wellingborough, houses at Talbot Road Wellingborough and Riverside House, Mill Road, Wellingborough, a detailed scheme for the location, design, construction and maintenance of noise barriers shall be submitted to and approved by the local planning authority. The approved scheme shall be implemented prior to the access routes being opened to the public.

... Continued. WP/2004/0600/O

45. No development of any residential dwellings within a distance of 300m from Irthlingborough Grange Kennels shall commence unless a scheme of noise mitigation measures to protect occupiers of the proposed dwellings from noise nuisance emanating from the Kennels has been submitted to and approved in writing by the local planning authority. The approved measures shall be implemented in full prior to the first occupation of the dwellings to which they relate.
46. Before the commencement of development on any sub area or infrastructure element, a lighting strategy according with the Environmental Statement dated August 2004/05 shall be submitted to and approved in writing by the local planning authority. The details shall thereafter be implemented in accordance with the approved strategy.
47. No built development hereby permitted within a specific sub-area shall be commenced until details of all external materials relating to that specific sub-area have been submitted to and approved in writing by the local authority and the development shall be carried out in accordance with the approved details to the satisfaction of the local planning authority.
48. No development of the access routes or internal road network within a sub-area hereby permitted shall be commenced until details of surface finishes for roads, footpaths, cycle-ways and car parking areas relating to that specific access route or sub-area part have been submitted to and approved in writing by the local planning authority. Unless otherwise agreed in writing with the local authority, the approved details shall be implemented prior to the first occupation of any building in that part of the development and thereafter shall be permanently maintained to the satisfaction of the local planning authority.
49. An Action Plan and Construction Management Plan for each sub-area, access route and flood remediation works, as detailed in the Environment Statement (in particular the Landscape Chapter) submitted August 2004 and August 2005, shall be submitted to and approved in writing by the Local Planning Authority prior to the construction of that sub-area commencing. This should include detailed information on: Proposed demolition and construction works including information on operating hours, construction lighting, storage, security, parking and construction traffic routes; Local environmental effects (including noise, dust and vibration) of those works; Measures to protect existing trees and hedges in accordance with BS5837; Sensitive receptors within and in the vicinity of the sub-area (human and ecological features); Suitable mitigation measures to control or mitigate all of the identified impacts (as outlined in the Environmental Statement August 2004/05 Ecology, Noise, Air Quality, Soils, Geology and Land Use, Land Contamination, Water and Socio-Economic Chapters and Transport Assessment); An Environmental Risk Assessment; A method statement code for construction and demolition waste reduction, recovery and re-use; Details of the site management of environmental impacts, including control of subcontractors, contact details, public relations and information systems; Water efficiency design code; Construction waste management. The development shall thereafter be implemented in accordance with the approved details.
50. Roads to be adopted as public highway shall be constructed to Highways Authority standards.

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51. A scheme detailing the foul drainage infrastructure in accordance with the Foul Drainage Strategy (August 2005) shall be submitted to and approved in writing by the local planning authority for each sub-area before development of that sub area commences. The development shall thereafter be implemented in accordance with the approved details.
52. Surface water drainage works and source control measures within each specific sub-area shall be carried out in accordance with details submitted to and approved in writing by the local planning authority before the development within that specific sub-area commences. Details should accord with the recommendations set out in the Flood Risk Assessment August 2005 unless otherwise agreed in writing with the local planning authority.
53. Vehicle loading or unloading bays involving hazardous chemicals or waste shall not be connected to the surface water drainage system, whether direct or via trapped gullies or oil interceptors.
54. Drainage from surfaces used by vehicular traffic shall be passed through trapped gullies prior to discharge to any watercourse and via oil interceptors from roundabouts and large parking areas (50 cars+) or in accordance with the Surface Water Strategy (August 2005) and Flood Risk Assessment (August 2005).
55. Development shall not be commenced on any sub area of the development hereby permitted until a utilities strategy to set out a programme for the provision of water, gas, and electricity supplies and telecommunications has been submitted to and approved in writing by the local planning authority. The development shall thereafter be implemented in accordance with the approved details.

Reasons:

1. In accordance with the Planning and Compulsory Purchase Act 2004.
2. In accordance with the Planning and Compulsory Purchase Act 2004.
3. To ensure that the development achieves the objectives set out in the Masterplan.
4. To ensure that the development achieved the objectives set out in the Masterplan.
5. To ensure reserved matter applications are in accordance with the Masterplan and relevant sub-area detailed design code/design brief.
6. To ensure a satisfactory treatment of the site and that the works are not prejudicial to the existing ecological and nature conservation value of the area.
7. In order that the development is carried out in accordance with any necessary mitigation for the purposes of the Environmental Impact Assessment and in order that the development complies with the Approved Plans.
8. In order that the development is carried out in accordance with any necessary mitigation for the purposes of the Environmental Impact Assessment and in order that the development complies with the Approved Plans.
9. The development of the site is the subject of an Environmental Impact Assessment, and any alteration to the layout or land use which is not substantially in accordance with Planning Application Masterplan (04-163307 LSE0 600Y), may have an impact which has not been assessed by that process.

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10. To ensure that the safety and free flow of traffic on the trunk road network is not prejudiced by this development.
11. To ensure that the safety and free flow of traffic on the trunk road network is not prejudiced by this development.
12. To ensure an appropriate level of car parking.
13. In the interest of sustainability
14. In the interest of sustainability.
15. To ensure that the safety and free flow of traffic on the trunk road network is not prejudiced by this development.
  
16. To ensure that the safety and free flow of traffic on the trunk road network is not prejudiced by this development.
17. To ensure that the safety and free flow of traffic on the trunk road network is not prejudiced by this development.
18. To ensure the development does not increase flood risk.
19. To ensure the development does not increase flood risk.
20. To ensure the development does not increase flood risk and to inform the terms of the Section 106 Agreement.
21. To ensure the development does not increase flood risk and to inform the terms of the Section 106 Agreement.
22. To reduce flood risk and for the avoidance of doubt.
23. To ensure that the development, site investigations and remediation will not cause any risk to human health or pollution of surface and ground waters.
24. To ensure the sustainable use of soils including contaminated soils on the site.
25. To ensure that the development achieves the objectives set out in the Environmental statement.
26. To optimise the opportunities for appropriate habitat creation and species migration from affected site areas.
27. To optimise the opportunities for appropriate habitat creation and species migration from affected site areas.
28. To optimise the opportunities for appropriate habitat creation and species migration from affected site areas.
29. To ensure a satisfactory treatment of the site and that the works are not prejudicial to the existing ecological and nature conservation value of the area.
30. To ensure a satisfactory treatment of the site and that the works are not prejudicial to the existing ecological and nature conservation value of the area.
31. To ensure the safe egress of otters and badgers during high flow periods and to avoid their contact with vehicular traffic.
32. To protect wildlife.
33. To protect wildlife.
34. To protect wildlife.
35. To enhance the appearance of the proposed development.
36. To protect existing landscape features.
37. To enhance the appearance of the proposed development.
38. To ensure the proper future maintenance of the open spaces.
39. To ensure that failing plants are replaced within the establishment period.

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40. To ensure that potential archaeological remains are recorded.
41. To enable archaeological investigation of the site.
42. In the interest of residential amenity.
43. In the interests of amenity.44. In the interest of residential amenity.
45. In the interests of residential amenity.
46. For the avoidance of unnecessary light pollution.
47. To ensure a satisfactory appearance for each stage of the development.
48. To ensure a satisfactory appearance for each stage of the development.
49. To limit the detrimental effect of demolition and construction works on adjoining residential occupiers by reason of nuisance.
50. To ensure that road infrastructure is provided in accordance with the Council's standards.
51. To reduce the risk of water pollution and to ensure a satisfactory means of foul water disposal.
52. To prevent the increased risk of flooding.
53. To reduce pollution to the water environment.
54. To reduce pollution to the water environment.
55. (for water issues): To ensure a coordinated approach to infrastructure provision, to protect the environment and to comply with the adopted MKSM SRS.

**INFORMATIVE/S**

1. Pursuant to Section 38 (6) of the Planning and Compulsory Purchase Act 2004, the proposed development complies with the applicable development plan policies and there are no other material considerations that would constitute sustainable grounds for refusal. These include specifically the following policies: GS2, GS3, GS5, GS6, SDA1, T1, T2, T3, T,6 T8, T9, AR2, AR3, AR5, AR6 and AR8 of the Northamptonshire County Structure Plan and G1, G2, G9, G14, G15, G16, G18, G19, G21, G22, G25, H5, H8, E8, E9, S1, S2, S5, S7, S9, L4, L6, L7, L8, L14, T4, T5, T6, T7, T8, T9, T10, A1, UH3, UH4, UH5, UE1, UT1, U14, U16, U17, U18 and U19 of the Borough of Wellingborough Local Plan and Regional Spatial Strategy 8.
2. The applicant is advised that this report relates to the following drawing numbers received:-  
Replacement Planning Application Red Line Plan 04-1633.07.002G  
Replacement Planning Application Masterplan 04-163307 L SE0 600Y

Location	Drawing Title	Drawing Number	Current Revision	Comments
Location Plans	Access Routes to Site	611071/01	K L	2-PU 8/4
	Route 2	611071/04	G	
	Route 4	611071/05	H	
	Route 6	611071/07	H	
	Route 7	611071/08	H J	2-PU 8/4
	Bridge Location Plan	611071/BR01	C	
Eastern Relief Road	Eastern Relief Road – Detail Layout Plan 1 of 2	611071/ER/01	B	
	Eastern Relief Road – Detail Layout Plan 2 of 2	611071/ER/02	B	

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	ERR – Longitudinal Section 1 of 3	611071/ER/06	A	
	ERR – Longitudinal Section 2 of 3	611071/ER/07	A	
	ERR – Longitudinal Section 3 of 3	611071/ER/08	A	
<b>Access Route 2</b>	Access Route 2 – Detailed Plan Layout Sheet 1	611071/R2/01	P	
	Access Route 2 – Detailed Plan Layout Sheet 2	611071/R2/02	N	
	Access Route 2 – Longitudinal Section	611071/R2/03	L	
	Access Route 2 – Longitudinal Section	611071/R2/04	L	
	Access Route 2 – Longitudinal Section	611071/R2/05	L	
	Access Route 2 – Cross Sections	611071/R2/06	K	
	Access Route 2 – Cross Sections	611071/R2/07	K	
	Access Route 2 – Cross Sections	611071/R2/08	K	
	Access Route 2 – Cross Sections	611071/R2/09	K	
	Access Route 2 – Cross Sections	611071/R2/10	J	
	Access Route 2 – Cross Sections	611071/R2/11	L	
	Access Route 2 – Detailed Plan Layout Sheet 3	611071/R2/12	K	
	Access Route 2 – Cross Sections	611071/R2/14	C	
	Junction RB2/A	611071/R2/J1	M	To be read in conjunction with sketches 611071/R2/S K09, 10 and 11.
	Junction JT2/B (RB2/B)	611071/R2/J2	M	
	Junction RB2/C	611071/R2/J3	M	
	Alternative Junction arrangement with Turnells Mill Lane	611071/R2/SK0 9	P3	
	Junction RB2/A - Signing and Lining	611071/R2/SK1 0	P1	
	Proposed Route 2/A45 Type B Westbound Merge	611071/R2/SK1 1	P1	
	Access Route 2 - Rail Bridge Plan	611071/R2/B01	F	
	Access Route 2 - Rail Bridge Elevation	611071/R2/B02	E	
	Access Route 2 - River Bridge Elevation	611071/R2/B04	D	
	Access Route 2 - River Bridge Section and Elevation	611071/R2/B05	E	
<b>Route 3</b>	Phase 1 Access – Route 3 – Upgrading Details	611071/R3/01	E	
	Phase 1 Access – Route 3 – Junction 1 and Plan	611071/R3/J1	F	

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Route 4	Access Route 4 – Detailed Plan Layout - sheet 1	611071/R4/01	N	
	Access Route 4 – Longitudinal Section	611071/R4/02	J	
	Access Route 4 – Cross Sections - sheet 1	611071/R4/03	H	
	Access Route 4 – Cross Sections - sheet 2	611071/R4/04	H	
	Access Route 4 – Cross Sections - sheet 3	611071/R4/05	H	
	Access Route 4 – Cross Sections - sheet 4	611071/R4/07	G	
	Access Route 4 – Longitudinal Section – sheet 2	611071/R4/08	F	
	Access Route 4 – Cross Sections - sheet 5	611071/R4/09	A	
	Junction JCT4/A, B AND C	611071/R4/J1	N	
	Junction JCT4/D	611071/R4/J2	M	
	Access Route 4 - Rail Bridge Plan	611071/R4/B01	E	
	Access Route 4 - Rail Bridge Elevation	611071/R4/B02	D	
	Access Route 4 - River Bridge Plan	611071/R4/B04	G	
	Access Route 4 - River Bridge Section and Elevation	611071/R4/B05	H	
Route 6	Access Route 6 – Detailed Plan Layout - sheet 1	611071/R6/01	<del>R</del> R	MA
	Access Route 6 – Detailed Plan Layout - sheet 2	611071/R6/02	L	
	Access Route 6 (Start – R6/SIG2) - Longitudinal Section - sheet 1	611071/R6/03	K	
	Access Route 6 – Sections - Sheet 1	611071/R6/05	H	
	Access Route 6 – Sections - Sheet 2	611071/R6/06	K	
	Access Route 6 – Sections - Sheet 3	611071/R6/07	K	
	Access Route 6 – Sections - Sheet 4	611071/R6/08	K	
	Access Route 6 – Sections - Sheet 5	611071/R6/09	J	
	Access Route 6 (R6/SIG2-RB6/D) - Longitudinal Section Sheet 2	611071/R6/10	H	
	Access Route 6 (R6/SIG2-RB6/D) - Longitudinal Section Sheet 3	611071/R6/11	H	
	Access Route 6 (RB6/D- RB6/C) - Longitudinal Section - Sheet 4	611071/R6/13	E	
	Access Route 6 (RB6/D-RB6/C) – Sections Sheet 5	611071/R6/14	D	
	Junction RB6/A	611071/R6/J01	H	
	Junction JCT6/B	611071/R6/SIG 2	H	

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	Junction RB6/C and RB6/E	611071/R6/J03	M	
	Junction RB6/D	611071/R6/J04	K	
	Minor T Junction	611071/R6/J05	E	
	Access Route 6 – Rail/River Bridge Plan	611071/R6/B01	E	
	Access Route 6 – Rail/River Bridge Elevation	611071/R6/B02	E	
	Access Route 6 – Rail/River Bridge Section	611071/R6/B03	C	
	Access Route 6 – Flood Relief Channel Bridge Plan	611071/R6/B06		
	Access Route 6 – Flood Relief Channel Bridge Elevation	611071/R6/B07		
Route 7	Access Route 7 – Detailed Plan Layout - sheet 1	611071/R7/01	M	To be read in conjunction with sketch no. 611071/R7/S K32
	Access Route 7 – Detailed Plan Layout - sheet 2	611071/R7/02	L	
	Access Route 7 – Detailed Plan Layout - sheet 3	611071/R7/03	L	
	Access Route 7 – Longitudinal Section - sheet 1	611071/R7/04	G	
	Access Route 7 – Longitudinal Section - sheet 2	611071/R7/05	H	
	Access Route 7 – South Layout Plan – sheet 4	611071/R7/06	J	
	Access Route 7 – Longitudinal Section – Sheet 3	611071/R7/07	F	
	Access Route 7 – Cross Sections – Sheet 1	611071/R7/08	F	
	Access Route 7 - Cross Sections sheet 2	611071/R7/09	F	
	Access Route 7 - Cross Sections sheet 3	611071/R7/16	G	
	Access Route 7 - Cross Sections sheet 4	611071/R7/17	H	
	Access Route 7 - Cross Sections sheet 5	611071/R7/18	H	
	Access Route 7 - Cross Sections sheet 6	611071/R7/19	F	
	Access Route 7 – Detailed Plan Layout – sheet 5	611071/R7/25	H	
	Access Route 7 – Longitudinal Section - sheet 4	611071/R7/26	E	
	Access Route 7 – Longitudinal Section - sheet 5	611071/R7/26.1	F	
	Access Route 7 – Longitudinal Section - sheet 6	611071/R7/27	F	

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	Access Route 7 – Longitudinal Section - sheet 7	611071/R7/28	E	
	Access Route 7 – Cross Sections – Sheet 7	611071/R7/30	F	
	Access Route 7 - Cross Sections - Sheet 8	611071/R7/31	E	
	Access Route 7 – Cross Sections – Sheet 9	611071/R7/32	C	
	Access Route 7 – Cross Sections – Sheet 10	611071/R7/33	C	
	Access Route 7 - Cross Sections - Sheet 11	611071/R7/34	C	
	Junction JCT7/A and JCT7/B	611071/R7/J01	J	To be read in conjunction with sketch no. 611071/R7/S K32
	Junction JCT7/C	611071/R7/SIG 2	G	To be read in conjunction with sketch no. 611071/R7/S K32
	Junction –Ditchford Road	611071/R7/J03	E	
	Junction –Irthlingborough Road	611071/R7/J05	F	
	Route 7 Ditchford, A45 On/Off Slips - White Lining and Signs	611071/R7/SK3 2	P1	
	Amended Layout Ditchford South addressing Safety Audit comments	611071/R7/SK3 3	P2	
	Access Route 7 – River Bridge Plan	611071/R7/B01	C	
	Access Route 7 – River Bridge Section and Elevation	611071/R7/B02	C	
	Access Route 7 – Flood Relief Channel Bridge Plan	611071/R7/B04		
	Access Route 7 – Flood Relief Channel Bridge Elevation	611071/R7/B05		
Route 9	Access Route 9 – Detailed Plan Layout	611071/R9/01	D	

External Junctions - SDG

NCC Junctions	Wellingborough Road/Burton Road/Thrapston Road/ Irthlingborough Road	4808-J02-001	A	
	Finedon Road/Rixon Road	4808-J03-001	B	
	Finedon Road/Eastfield Road	4808-J04-001		

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	Park Farm Way/Wilby Way/ Northampton Road/ Main Road	4808-J10-002	B	
	A509 London Road/B570 Gypsy Lane	4808-J25-001	A	
	Midland Road/Commercial Road	4808-J28-001	A	
	Kettering Road/Northen Way/ Niort Way/Harrowden Road	204808/11/001	A	
	Northampton Road/Rushden Road	4808-J32-001	C	
	Kettering Road/Orlingbury Road	4808-J33-001	A	
	Park Farm Way/Sywell Road/ Niort Way/Hardwick Road	4080-J35-001	D	
<b>HA Junctions</b>	A45/ A509 Wilby Way	4808-J09-001	D	
	Skewbridge	4808-J17-003	F	
	Chowms Mill	4808-J23-001	E	
	Stanwick, A45/West Street	4808-J24-002	C	
	A14/ A509	4808-J27-001	D	

**SUBJECT TO LEGAL AGREEMENT**

Date:

Signed:

**M Kilpin**  
**Principal Planning Officer**

Officer Ref:

000111

## SCHEDULE 4

### Council Contract Provisions and County Council Contract Provisions

#### 1. DEFINITIONS

##### 1.1 In this part of this Schedule:-

<b>"Access Roads"</b>	means roads and footpaths not within the curtilage of any dwelling or proposed dwelling or other building
<b>"Completion"</b>	means completion of the transfer of the relevant Individual Property pursuant to this part of this Schedule
<b>"Date"</b>	means the date of this agreement
<b>"Individual Property"</b>	means the individual property being transferred being the relevant Council Property
<b>"New Interests"</b>	means the interests permitted by the provisions of paragraph 4 of this Schedule
<b>"Overriding Interests"</b>	means all unregistered interests which in accordance with the Land Registration Act 2002 will override the disposition of an estate in the Land
<b>"Owner's Rights"</b>	means the rights to be granted pursuant to paragraph 7 of this Schedule
<b>"Perpetuity Period"</b>	means the period of 80 years from and including the date of the transfer of the Individual Property
<b>"Relevant Council"</b>	means the Council or the County Council as appropriate
<b>"Relevant Council's Rights"</b>	means the rights of the Relevant Council granted pursuant to paragraph 6 of this Schedule
<b>"Relevant Owner"</b>	means the Owner of the Individual Property at the time of transfer to the Relevant Council
<b>"Retained Land"</b>	means the land retained by the Relevant Owner not comprising the relevant Individual Property
<b>"School Sites Transfers"</b>	means the transfers of the part of the land for the First Primary School, Second Primary School and Secondary School
<b>"Service Media"</b>	means pipes drains wires sewers watercourses cables conduits and other service media

**"Standard Conditions"** means the Standard Commercial Property Conditions (Second Edition) but varied as stated in Schedule 1 and with such further amendments (including the use of capital letters) as are necessary to make the Standard Conditions (varied as aforesaid) referable to this part of this Schedule and **"Standard Condition"** shall be interpreted accordingly

**"Title"** means title to the Individual Property

**Title Information"** means the title details deduced to the Relevant Council by the owner in accordance with Standard Condition 6.1 prior to the Date relevant to the Title out of which the Individual Property is to be transferred to the Relevant Council and details of which are set out in Schedule 13 and described later in this Schedule as having actually been so deduced

**"Transfer"** means the transfer by which the Individual Property shall be transferred to the Relevant Council upon Completion and shall be substantially in the form attached to this Agreement at Schedule 12 subject to such amendments as shall be agreed and approved in writing between the Transferor and Transferee or made pursuant to this Agreement (without prejudice to clause 8.7 and Schedule 4 paragraph 10.1 of this Agreement)

**"VAT"** means Value Added Tax or any equivalent or similar tax or duty which may be imposed in substitution therefor or in addition thereto at the rate applicable from time to time

**"Working Day"** has the meaning designated to **"working day"** by the Standard Conditions.

1.2 The contract to transfer the Individual Property is deemed to incorporate the Standard Conditions (as varied in accordance with Schedule I). If there is any conflict between the Standard Conditions and the express provisions of this part of this Schedule, this part of this Schedule prevails.

1.3 As well as the definitions above, this schedule takes effect subject to the definitions contained in the main body of this Agreement.

## 2. TRANSFER

2.1 The Relevant Owner agrees to sell and the Relevant Council agrees to buy the Individual Property free from financial charges but subject to and where applicable with the benefit of the following matters (so far as they affect that property and are subsisting and capable of taking effect);

2.1.1 the Title Information;

- 2.1.2 the matters referred to in Standard Condition 3.1.2;
  - 2.1.3 all matters which are Overriding Interests at the Date
  - 2.1.4 all local land charges, (whether registered before or after the Date)
  - 2.1.5 all notices served and orders, demands, proposals or requirements made by any local or any public authority of which the Relevant Council has been made aware by the Relevant Owner;
  - 2.1.6 all actual and proposed orders, directions, notices, charges, restrictions, conditions or agreements arising under statute only and affecting the Individual Property whether before or after the Date of which the Relevant Council is aware;
  - 2.1.7 the New Interests and the Owner's Rights;
  - 2.1.8 the Relevant Council's Rights granted on the transfer of any other individual Property;
  - 2.1.9 all matters which might reasonably be expected to be revealed by searches and enquiries and which a prudent buyer ought to make or capable of discovery by inspection or survey whether or not such searches or enquiries inspection or survey have in fact been made by or on behalf of the Relevant Council;
  - 2.1.10 all such easements as have been approved in writing (such approval not to be unreasonably withheld or delayed) by the Relevant Council properly created after the Date as part of or to facilitate the Development;
  - 2.1.11 all matters disclosed or referred to in the replies to enquiries supplied to the Relevant Council's solicitors by the Relevant Owner's solicitors;
  - 2.1.12 all public and private rights of way telephone and other telecommunications services electricity water and gas supplies drainage and watercourses as have been approved in writing by the Relevant Council;
  - 2.1.13 all rights of light and air and all other easements and quasi-easements liabilities rights and privileges of whatsoever nature existing at the date of the transfer; and
  - 2.1.14 all duties payments taxes and other charges on or payable out of any of the relevant Individual Property arising after the date of the transfer.
- 2.2 No deposit shall be payable.

3. **TITLE**

The Title Information having been deduced to the Relevant Council, the Relevant Council is deemed to accept the transfer of the relevant Individual Property with full knowledge and acceptance of such Title Information (subject to the provisions of this Agreement) and will not raise any requisitions upon such Title Information save as regards any matters disclosed by the results of any Land Charges Registry or Land Registry or Companies Registry searches against the Relevant Owner or the

Individual Property either not disclosed in the Title Information or arising in the period between the Date and the Completion Date.

**4. NEW INTERESTS**

- 4.1 The Relevant Council agrees in the case of any Individual Property that after Implementation Service Media may be laid in under or over through such Individual Property (subject to all lawful requirements and the route of any such Service Media having first been approved in writing by the Relevant Council (acting reasonably)).
- 4.2 The matters referred to in paragraph 4 are New Interests and the Relevant Council will take subject to them on the transfer of such Individual Property.

**5. NEW COVENANTS TO BE IMPOSED IN THE TRANSFER**

The following covenants shall be entered into in the Transfer by the transferee in favour of the transferor for the benefit of the remainder of the Retained Land and each and every part thereof binding the Retained Land transferred and each and every part of it:

- 5.1 Not to use the Individual Property other than for the purpose for which the transfer was effected.
- 5.2 Not to cause an actionable nuisance and to use all reasonable endeavours to ensure that people entering and leaving the Individual Property cause as little nuisance or disturbance as reasonably possible
- 5.3 Save in respect of development in accordance with the Consent not within twenty years of the date of the transfer to erect new structures or buildings or extensions to existing structures or buildings or otherwise develop the Individual Property in a manner which does not comply with the Master Plan and/or closely match the materials design and appearance of existing buildings on the Individual Property and/or which does not reflect the materials design and appearance of buildings in the locality without the approval of the transferor as to the specific design and materials to be used (such approval not to be unreasonably withheld or delayed)
- 5.4 In respect of the Self Build Plots such covenants as shall be agreed between the parties (acting reasonably) shall be entered into the Transfer for each Building Plot by the transferee in favour of the transferor prior to the disposal of the Self Build Plots and such covenants shall bind future purchasers.

**6. COUNCIL'S RIGHTS**

- 6.1 The Individual Property will be transferred together with the following Relevant Council's Rights for the Relevant Council and its successors in title and all persons authorised by it:
  - 6.1.1 The free and uninterrupted passage and running of water soil gas electricity telecommunications and other services through the Service Media on the Retained Land which are in existence at the date of the Transfer or which may within the Perpetuity Period be laid in under or over the Retained Land and serve the Individual Property either exclusively or in common with the Retained Land and have sufficient capacity to serve the Individual Property bearing in mind the use made or intended to be made of the Service Media by the remainder of the Retained Land subject to the payment by the

Relevant Council (or its successors in title the owners and occupiers for the time being of the Individual Property) of a fair and reasonable contribution towards the maintenance of such Service Media until the same have been adopted by the relevant authority;

- 6.1.2 To pass and repass for all purposes and at all times with or without vehicles (but on foot only in respect of any footpaths) over and along the Access Roads on the Retained Land which are in existence at the date of the relevant transfer and are intended to serve the Individual Property (allowing the Individual Property to be Fully Serviced) or which may within the Perpetuity Period be constructed (but only in so far as such roads and footpaths are not adopted by the relevant highway authority as highways maintainable at the public expense) subject to the payment by the Relevant Council (or its successors in title the owners and occupiers for the time being of the Individual Property) of a fair and reasonable proportion towards the maintenance of such roads and footpaths where such roads and footpaths have not been adopted by the highway authority;
- 6.1.3 Of support and protection from the Retained Land as at the date of the relevant transfer enjoyed by the Individual Property;
- 6.1.4 At all reasonable times and upon at least 24 hours' written notice to the relevant transferor(s) (save in case of emergency when no notice is required), to enter those unbuilt on parts of the Retained Land necessary:-
  - (a) To maintain repair and (if necessary) connect to and renew and replace any unadopted Service Media on the Retained Land and serving the Individual Property and
  - (b) to carry out any necessary works of repair or maintenance to buildings which may at the date of the transfer or within the Perpetuity Period be on the Individual Property or construct new buildings on the Individual Property where the works concerned cannot otherwise reasonably be done without such access

PROVIDED THAT the person exercising such rights causes as little damage and inconvenience as practicable and as soon as reasonably practicable makes good all damage caused to the Retained Land.

## 7. OWNER'S EXCEPTIONS AND RESERVATIONS

- 7.1 In the Transfer the following Owner's Rights, will be reserved out of the Individual Property for the benefit of each and every part of the Retained Land:
  - 7.1.1 All rights, liberties, privileges and advantages now used or enjoyed with the Retained Land (whether as easements, quasi easements or otherwise and whether or not continuous, apparent or reasonably necessary)
  - 7.1.2 The free and uninterrupted passage and running of water soil gas electricity telecommunications and other services through the Service Media on the Individual Property which are at the date of the relevant transfer or which may at any time during the Perpetuity Period be laid in under or over the Individual Property and serve the Retained Land (but only in so far as such Service Media are not adopted as maintainable at the public expense by the relevant authority or undertaking);

- 7.1.3 To pass and repass for all purposes and at all times with or without vehicles (but on foot only in respect of any footpaths) over and along the Access Roads on the Individual Property which are in existence at the date of the relevant transfer or which may within the Perpetuity Period be constructed (but only in so far as such roads and footpaths are not adopted by the relevant highway authority as highways maintainable at the public expense);
- 7.1.4 Of support and protection from the Individual Property as at the date of the relevant transfer enjoyed by the Retained Land;
- 7.1.5 At all reasonable times and upon at least 24 hours' written notice to the relevant transferee(s) (save in case of emergency when no notice is required), to enter those unbuilt upon parts of the Individual Property necessary:
- (a) To maintain repair and (if necessary) connect to renew and replace any unadopted Service Media or Access Roads or lay new Service Media on the Individual Property and serving the Retained Land;
  - (b) To carry out any necessary works of repair or maintenance to buildings which may at the date of the transfer or within the Perpetuity Period be on the Retained Land or construct new buildings on the Retained Land where the works concerned cannot otherwise reasonably be done without such access,
- 7.1.6 The right to alter and redevelop the remainder of the Retained Land notwithstanding any interference with rights to light and air enjoyed by the Individual Property provided that there is no material detraction in the amenity enjoyed by the Individual Property
- 7.1.7 Such other rights as are reasonably required for the development of the remainder of the Retained Land and do not materially adversely affect the intended use of the Individual Property

## 8. OTHER TRANSFER PROVISIONS

In the Transfer the parties will declare that:

- 8.1.1 The transferee is not entitled to any right or easement over the Land other than those specifically granted by the relevant transfer and accordingly section 62 of the Law of Property Act 1925 and the doctrine in *Wheeldon v Burrows* does not apply;
- 8.1.2 A person who is not a party to the relevant transfer has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the relevant transfer but this does not affect any right or remedy of a third party which exists or is available apart from that Act;
- 8.1.3 Any rights granted by this Transfer will vest (if at all) within the Perpetuity Period.



9. **CAPACITY**

- 9.1 The relevant Owner will transfer the Individual Property with full title guarantee except in relation to any transfer or documentation entered into by the First Owner in which the First Owner will transfer the relevant Individual Property with limited title guarantee

10. **TRANSFER WORDING**

- 10.1 The wording of the relevant transfers (being inconsistent with the provisions of this Agreement) must be negotiated by the parties in good faith on an arms length basis and on reasonable terms taking into account that the Relevant Council enters into the Agreement as planning authority to secure land for planning reasons and which will be based on the form of the Transfer without prejudice to clause 8.7 of this Agreement.

- 10.2 Despite the foregoing provisions of this paragraph 10, but without prejudice to clause 8.7 of this Agreement any dispute or difference regarding this paragraph shall be resolved in accordance with paragraph 15.

11. **COMPLETION**

- 11.1 The Relevant Owner shall procure that its solicitors shall prepare engrossments of the Transfer and a duplicate thereof and supply such engrossments to the Relevant Council not later than 25 Working Days prior to the Completion Date.
- 11.2 The Relevant Council shall procure that the engrossments of the Transfer and the duplicate thereof duly executed and delivered by the Relevant Council shall be returned to the Relevant Owner's solicitors not later than 20 Working Days after such engrossments have been supplied to the Relevant Council pursuant to paragraph 11.1.
- 11.3 The Individual Property is sold with vacant possession on Completion.
- 11.4 If the Relevant Council's solicitors agree to complete without the personal attendance of the Relevant Owner's solicitors they shall not thereby be deemed to have agreed to act as agents of the Relevant Owner's solicitors at Completion. If Completion takes place on a date which is not a working day Completion shall fall due on the last working day beforehand.
- 11.5 Any Completion by post or through a document exchange shall be at the risk of the Relevant Council and neither the Relevant Owner nor their solicitors shall be liable for the loss of any documents so sent so long as they were properly addressed and the Relevant Owner's solicitors shall be deemed to have the benefit of this paragraph 17.5 by virtue of the Contracts (Rights of Third Parties) Act 1999.

12. **NO SUB-SALES**

- 12.1 The Relevant Owner is entitled to decline to transfer the Individual Property to any person other than the Relevant Council unless to:-
- 12.1.1 any other public sector body; or
- 12.1.2 any body wholly owned by the Relevant Council or by any other public sector body; or

12.1.3 any person or body which is the successor in title to the Relevant Council as a local authority.

13. **NON MERGER**

So far as they remain to be performed or observed the provisions of this part of this Schedule shall continue in full force and effect notwithstanding Completion.

14. **ACKNOWLEDGEMENT**

The Relevant Council acknowledges that it has not placed any reliance upon any representation or statement (written or oral) which may have been made by any agent, advisor or other person acting for the Relevant Owner and the Relevant Council shall not have any rights under Standard Condition 9.1 in relation to any representation or statement made by that Owner or any agent, adviser or other person acting for that Owner save in relation to written replies to enquiries supplied by the Owner's solicitors.

15. **DISPUTES**

15.1 Any dispute or difference between the parties in connection with this part of this Schedule will be referred to and settled by an impartial person (the "**Expert**") whose decision in relation to such matter is final and binding upon the parties.

15.2 The Expert acts as an expert and not an arbitrator and the provisions of the Arbitration Act 1996 shall not apply to the Expert, his determination or the procedure by which he reaches his determination.

15.3 The party wishing to appoint the Expert will give notice in writing to that effect to the other party, together with details of the matter which he wishes to refer to the Expert.

15.4 The identity of the Expert will be agreed by the parties in writing or, failing such agreement, the Expert will be appointed by the President for the time being of the Planning and Development Faculty of the RICS or (in the case of a conveyancing matter) the Law Society (the "**President**" and the "**Institution**" respectively) on the application of any party. If the President is not for any reason available or is unable to make the appointment at the time of the application, the Expert will be appointed by the Vice President or next senior officer of the Institution then available and able to make the appointment. Any reference to the President includes a reference to the Vice President or other officer of the Institution as appropriate.

15.5 A person can only be appointed to act as an Expert if at the time of the appointment he is not:-

15.5.1 a director, office holder or employee of; or

15.5.2 directly or indirectly retained as a consultant or in any other professional capacity by

any party to this Agreement or any company or person associated with any such party nor has so been in the five years prior to his appointment.

- 15.6 Within 14 Working Days from his appointment the Expert will call the parties to a meeting at which he will give directions as to the future conduct of the matter and will from time to time give such further directions as he shall see fit. The Expert will allow the parties to make written representations and written counter-representations to him but will not be in any way fettered by such representations and counter-representations and will rely on his own judgment.
- 15.7 The parties will give to the Expert such assistance as the Expert considers necessary to carry out his function.
- 15.8 The Expert will give notice in writing of his decision to the parties within 4 weeks of his appointment or within such extended period as the parties may agree in writing.
- 15.9 The costs of the reference to the Expert will be borne as he directs. If any party pays the whole or part of the Expert's fees the other party will upon demand repay to the paying party the whole or part of any fees so paid, insofar as the Expert awards such fees against the non paying party. The Expert shall be instructed to make an award but not to award costs against the Relevant Council unless the Relevant Council (acting reasonably) would not have instigated or continued with the dispute or difference.
- 15.10 If the Expert (the "**Original Expert**"):-
- 15.10.1 fails to determine the matter referred to him;
  - 15.10.2 fails to give notice of his decision within the time and in the manner provided for in this paragraph;
  - 15.10.3 relinquishes or does not accept his appointment;
  - 15.10.4 dies; or
  - 15.10.5 It becomes apparent for any reason that he is unable to complete the duties of his appointment;

any of the parties may apply to the President for a substitute to be appointed (but not after the Original Expert has given notice of his decision to the parties in dispute). In such event the Original Expert is no longer the Expert, the provisions of this paragraph apply as if the Original Expert had not been appointed and will be repeated as many times as necessary. Any reference to the Expert in this paragraph is deemed to include any substitute appointed pursuant to this paragraph 10.15.

- 15.11 Despite any other provision of this paragraph 15, if the parties resolve their dispute or difference prior to receiving written notification of the Expert's determination (and the parties rescind such resolution in writing) then either party may give notice in writing to that effect to the Expert (providing a copy of the resolution) and request that the Expert ceases to act further. The costs of the abortive reference will be borne mutatis mutandis.

16. **MISCELLANEOUS**

- 16.1 Unless expressly provided in this Agreement the parties hereto do not intend any provisions hereof to be enforceable by any third party under the provisions of The Contract (Rights of Third Parties) Act 1999 and as such no person other than the

said parties shall have any rights under this Agreement nor shall it be enforceable by them.

16.2 The Owner will use reasonable endeavours to reply promptly in writing to reasonable written enquiries raised by or on behalf of the Relevant Council relating to the Individual Property.

17. **SCHOOL SITES**

17.1 In relation to School Site Transfers if

17.1.1 The First Primary School is not constructed and opened for pupils prior to the September following Occupation of the 300th Dwelling or 1 September 2010 whichever is the later or if the Second Primary School is not constructed and open for pupils prior to the occupation of 1400 dwellings or

17.1.2 The First Primary School or the Second Primary School ceases to be used as a Local Education Authority maintained or non fee-paying school for a continuous period of twenty-four (24) months (excluding any period of refurbishment)

17.1.3 The construction of the Secondary School Site has not commenced prior to 31 December 2026

then unless the reason for delay is outside the control of the County Council the transferee shall transfer the same to the Owner free from encumbrances save for those existing when the transferee acquired the same and with full title guarantee for ONE POUND (£1.00) and the Owner may at any time thereafter request the transferee to complete the transfer on this basis and in accordance with the terms of Schedule 4 hereto.

17.2 The County Council is not to dispose of an Individual Property comprising a School Site or any part or parts thereof or grant any lease or other disposition thereof for a period of more than twelve (12) months for a purpose other than education without procuring that the disponee prior to the disposal delivers to the Owner a deed of covenant with the Owner to observe and perform the covenants in this paragraph 17 such deed to be in such form as the Owner may reasonably require

## SCHEDULE 5

### Leisure Facilities

#### Play Area

- 7 no Local Equipped Areas of Play (LEAPs) to NPFA standards
  - Approximately 3,600 sqm including buffer zone
  - 5 types of activity/play equipment
  - aimed at 4-8 year age group with consideration for the 2-4 year age group
- 5 no Neighbourhood Equipped Areas of Play (NEAPs) to NPFA standards
  - Approximately 5,600 sqm including buffer zone
  - 8 types of activity/play equipment including kick about area, "wheeled play" and meeting space
  - Aimed at 8-14 year age group with consideration for younger age groups

#### Youth and Adult Recreation Facilities

11.25 hectares is identified in the Masterplan consisting of 8ha of ready to play suitably drained and surfaced pitch provision, equipment and pavilions/changing rooms, access, parking, fencing and security to meet the required specification of the Council including.

- 4 hectares of sports pitches are provided in association with the secondary school including multi use games area / artificial turf pitch
- 4 hectares are located at the Nene Local Centre which may include a variety of sports pitches including a focal cricket pitch

and 3.25ha of non pitch provision

- 0.75ha at the Nene Valley Centre
- 0.2ha at the Ise Local Centre
- 2.3ha adjacent to the Neighbourhood Centre.

#### Town Park

Extending to approximately 24ha in the Ise Valley south of the new Midland rd

#### Country Park

Extending to approximately 33ha in the Ise Valley north of the new Midland rd

## SCHEDULE 6

### Indexation

#### Tender Price Index - Construction Works

1. Bus Station Sum.
2. Children's Centre sum (including first nursery).
3. Community buildings sums.
  - 3.1 Community Building Sum.
  - 3.2 Secondary Local Centre Community Hall Sum.
4. Waste Management Sum.
5. First Primary School Sum.
6. Second Primary School Sum.
7. Second Nursery Sum.
8. First Primary School and Children's Centre Design Sum.
9. Second Primary School Design Sum.
10. Footpath Contribution sum.
11. Mill Road Works Sum.
12. Public Art Sum.
13. Town Link Sum.
14. Ise Valley Visitor Centre Sum.
15. Mill Road Bridge Sum.
16. Highway Infrastructure and Sustainable Transport Sum.
17. CCTV Contribution.

#### Building Cost Index (Basic Labour Cost) - Maintenance

18. Bus Shelter Maintenance Sum.
19. Commuted sums.

#### Retail Price Index - Provision of Services

20. School Transport Sum.
21. Secondary Education Sum.

22. STACT Sum.
23. Sustainability Sum.
24. Waste Contribution.

(base date for items 2, 3, 5, 6 is June 2006, for item 20 it is February 2006 and for all others the base date is the date of the agreement).

## SCHEDULE 7

### Station Facilities

#### Station Transport Interchange

**Station Transport Interchange Pedestrian Footbridge** means a new access to platforms by footbridge with lifts designed to comply with the Disability Discrimination Act 1995 and Network Rail Company Policy. This bridge should make passive provision for access to the disused platform 4 should it be required in the future and the Station Transport Interchange (East) works.

**Station Transport Interchange Scheme (West)** means

- removal of the existing northern car park and
- provision of
  - temporary car parking on the adjacent Higgins Yard
  - new station concourse area
  - parking area
  - drop off and taxi area
  - bus stops
  - cycle access and parking
  - pedestrian access
  - disabled parking

To the west of the existing railway.

**Station Transport Interchange Scheme (East)** means the provision of

- a new station ticket office
- station plaza area
- short stay parking zone
- bus stops and turning facility
- drop off and taxi area
- cycle access and parking
- pedestrian access



- permanent parking provision including sufficient to replace the temporary provision to the west
- disabled parking

## SCHEDULE 8

### Sustainability

#### Sustainability Show Home

A minimum of one demonstration eco-dwelling is to be provided to be built to National Home Energy rating 10 standards in accordance with a scheme to be agreed with the Council. This is to incorporate sustainable features and likely to include at least the following:

3 of the following

- solar water heating panels
- photovoltaic panels
- solar powered external lighting
- power point for cars
- solar gain designed fenestration and

9 of the following items:

- high efficiency boiler
- improved roof insulation
- improved wall insulation
- heat recovery ventilation
- composting toilet
- waste composter
- energy efficient lighting
- A graded labelled goods
- Improved sound insulation
- Water efficient products (low flush toilets)
- A rated materials from BRE Green Guide to housing
- Permeable garden and driveway
- Ecological garden design incorporating drought tolerant plant and wet land habitat
- FSC timber

#### Energy and Sustainability Strategy

A report prepared to outline the strategy for the establishment of a sustainable development. To consider:-

- Social progress which recognises the needs of everyone
- Effective protection of the environment
- Prudent use of natural resources
- Maintenance of high and stable levels of economic growth and employment

The report is to include consideration of:-

- Building Materials - Review of building techniques and materials to reduce the impact on the environment
- Energy - To consider options available to reduce the impact of the development on use of natural resources and CO<sub>2</sub> emissions.
- Water Conservation - Two-fold approach, looking at the reduction of water usage within the final scheme and to ensure, by the inclusion of Sustainable Urban

Drainage Systems within the core design of the scheme, that the existing environment is maintained (and potentially improved.)

- Transport - To provide enhanced access to the essential community facilities, reducing the need for car based transport and provide efficient links to the strategic transport network.
- Information Technology- To ensure adequate infrastructure is installed, providing access to education, recreation and business networks.
- Ecology - to enhance the existing ecological features of the development area and provide new areas, establishing a high standard of bio diversity.
- Community- To ensure that the residents/occupants of the new development have local facilities available and to consider the potential impact on the existing facilities within the Town.
- Mixed Uses - Along with providing new primary schools and community facilities, the development proposals include, additional creational uses, retail and flexible working space. This, along with a full mix of dwelling sizes and tenure, will help build a thriving community.

**SCHEDULE 9**

**PART I**

**Highway Improvements**

<b>Column 1 Junction of:</b>	<b>To be completed prior to the commencement of phase :-</b>	<b>Column 2 To be completed prior to the occupation of dwellings (no.)</b>
London Road and Gipsy Lane.	2A	397
Finedon Road and Rixon Road	3A	1973
The Embankment/ WEAST Access Route 2	2A	397
Finedon Road/ WEAST Access Route 6	3A	1973
Park Farm Way/Northampton Road/Wilby Way/Main Road	3A	1973
Niort Way/Kettering Road/Wellingborough Road/Northern Way/Harrowden Road	3A	1973
Irlthingborough Road/The Embankment/Senwick Road	1B	300
Midland Road/ Commercial Way	1B	300
Wellingborough Road/Burton Road/Thrapston Road/Irlthingborough Road	3A	1973
A45/Wilby Way/Bourton Way	2A	397
A45/Turnells Mill Lane	2A	397
Sanders Road/ WEAST Access Route 6	3A	1973
Northern Way/Stewarts Road/WEAST Access Route 6	3A	1973
Northampton Road/Wellingborough Road	2D	1462
A509/Orlingbury Road/The Slips, Great Harrowden	3A	1973
Finedon Road/Eastfield Road	1B	300
Park Farm Way/Sywell Road/Niort Way	3A	1973
A45/Ditchford Lane (E)	2D	1462
A45/Ditchford Lane (W)	2D	1462
A45/Skewbridge Access/Crown Way/Northampton Road	2A	397
A45/A6/Higham Ferrers Bypass	2D	1462
A45/West Street, Stanwick	2D	1462
A14/A509	3A	1973
A509 London Road/Turnells Mill Lane/The Embankment	2A	397

**PART II**

**Highway Infrastructure and Sustainable Transport Works**

1. Development of a Travel Plan for the Development;
2. Provision of a Travel Plan Coordinator for a period commencing five years after Implementation of Development to five years after substantial completion of the Development or 31st March 2021 whichever is the earlier, unless agreed otherwise by the Council and County Council.

3. Monitor the Travel Plan at intervals of 18 months or such period as shall be agreed between the parties or agreed with the Highways Agency, whichever is the shorter and revise the Travel Plan in response to that monitoring
4. Provision of public transport services to and from the development to a minimum service level as detailed in the Bus Strategy or as amended by the County Council in consultation with the Council and the Owner.
5. Carry out measures as appropriate in consultation with the Council and the Owner including consideration of
  - provision of Travel Plan measures to assist in achieving the modal shift targets set out within the Travel Plan as may be amended by the County Council in consultation with the Council and Owners;
  - provision of intelligent transport solutions (e.g. Scoot);
  - demand management;
  - enhancement of pedestrian and cycle linkages to and from the Development;
  - off site highway improvements required to accommodate traffic arising from the Development;
  - enhanced public transport services.
6. Mill Road Works
7. Provide sustainable transport promotional material for inclusion in the Information Pack at no cost to the Owner
8. Town Link Works
9. Improvements to the town centre Bus Interchange Facilities.
10. Bus shelter maintenance

## SCHEDULE 10

### Affordable Housing Examples

#### Assumptions:

- Reserved matters application for 100 units
- 20% affordable with a 50/50 tenure mix = 10 shared equity and 10 rented units
- OMV of units is 100k
- Base figure used in the Bovis viability for rented units is 65% OMV i.e. a 35k loss per unit
- Bovis will achieve a return of 85% on shared equity units as not all purchasers will staircase out, either fully or in part, and the company will also incur the cost of capital tie up. This results in a 15k loss per unit.
- The difference in income achieved for shared equity units compared with rented units is, therefore, 20k i.e. 35k – 15k.

#### Example A: Offer from RSL at 55% OMV for rented units

- Base figure of 65% less RSL offer of 55% = 10% deficit
- Therefore Bovis loses a further 10% of OMV on every rented unit i.e. £100kx10%x10 units = 100k deficit
- In order to get the viability back to an equivalent of the 65% base figure for the rented units Bovis needs to recover the 100k by adjusting the tenure mix. As each rented unit entails an additional loss of 20k compared with shared equity units, the total loss in this reserved matters application can be recovered by a reduction of 5 rented units i.e. 100k/20k = 5.
- The new tenure mix for this reserved matters application would be 15 shared equity and 5 rented units.

#### Example B: Offer from RSL at 75% OMV for rented units

- Offer of 75% exceeds the base figure for rented units of 65% by 10%
- Therefore Bovis gains 10% above OMV for every rented unit i.e. £100kx10%x10units = 100k surplus
- In order to get the viability back to an equivalent of the 65% base figure for rented units the tenure mix needs to be adjusted. As each rented unit entails a loss of 20k compared with shared equity units, the surplus of 100k in this reserved matters application will enable Bovis to provide an additional 5 rented units i.e. 100k/20k = 5.
- The new tenure mix for this reserved matters application would be 5 shared equity and 15 rented units.

**SCHEDULE 11**

**Sums**

<b>Sum description</b>	<b>clause</b>	<b>Payment trigger (prior to )</b>	<b>Repayment trigger</b>
Community Trust Sum	4.6.7	Quarterly on first occupation of dwellings	60 months after final payment
Town Link Sum	4.1.3	Implementation of Phase 2	31 March 2021 or five years after substantial completion of the Development whichever is the later
Affordable Housing Commuted Sum		By election in accordance with clause 4.7.6	60 months after payment
Highway Infrastructure and Sustainable Transport Sum	4.2	10% prior to commencement 40% 1st Occupation Balance 1500th Occupation	31 March 2021 or 5 years after substantial completion of the Development whichever is the later
First Primary School and Children's Centre Design Sum	4.4.1	Implementation	60 months after payment
First Primary School Sum	4.4.4 (i) 10%  (ii) 50%  (iii) the balance	Transfer of land (6 months of first Occupation) 3 months of notice of contract 9 months of notice of contract	60 months after payment  60 months after payment n/a
Children's Centre Sum (inc first nursery)	4.4.4 (i) 10%  (ii) 50%  (iii) the balance	Transfer of land (6 months of first Occupation) 3 months of notice of contract 9 months of notice of contract	60 months after payment  60 months after payment n/a
Community Building Sum	4.4.4 (i) 10%  (ii) 50%  (iii) the balance	Transfer of land (6 months of first Occupation) 3 months of notice of contract 9 months of notice of contract	60 months after payment  60 months after payment n/a
Second Primary School Design Sum	4.4.2	800 <sup>th</sup> Occupation	60 months after payment

Sum description	clause	Payment trigger (prior to )	Repayment trigger
Second Primary School Sum & Second Nursery Sum	4.4.5 (i) 10%  (ii) 50%  (iii) the balance	Transfer of land (800 <sup>th</sup> Occupation) 3 months of notice of contract 9 months of notice of contract	60 months after payment 60 months after payment n/a
Secondary Local Centre Community Hall Sum	4.6.4 (iii)	2400 <sup>th</sup> Occupation	60 months after payment
Waste management Sum	4.12.4	Election of NCC 200 <sup>th</sup> Occupation	60 months after payment
Footpath Contribution Sum	4.13.1	750 <sup>th</sup> Occupation	60 months after payment
Mill Road Works Sum	4.1.5	Completion of Route 9	31 March 2021 or five years after substantial completion of the Development whichever is the later
Public Art Sum	4.9.1	200 <sup>th</sup> Occupation	60 months after payment
Ise Valley Visitor Centre Sum	4.5.5 10% 90%	100 <sup>th</sup> Occupation 600 <sup>th</sup> occupation	60 months after final payment
School Transport Sum	4.4.6	First Occupation	31 <sup>st</sup> March 2016
Secondary Education Sum	4.4.7 50% 50%	1000 <sup>th</sup> Occupation 2000 <sup>th</sup> Occupation	
STACT Sum	4.4.8	50 <sup>th</sup> Occupation	31 <sup>st</sup> March 2016
Sustainability Sum	4.8.4	100 <sup>th</sup> Occupation	31 <sup>st</sup> March 2016
Waste Contribution	4.12.3	100 <sup>th</sup> Occupation	60 months after payment
CCTV Contribution	4.13.2	350 <sup>th</sup> Occupation	31 <sup>st</sup> March 2016



**SCHEDULE 12**  
**Draft Transfer**

Transfer of part  
registered title(s)

Land Registry

TP1

*Need more room than is provided for in a panel, use continuation sheet CS and attach to this form.*

Stamp Duty

*Place "X" in the appropriate box or boxes and complete the appropriate certificate.*

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

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

It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

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

[TO BE COMPLETED AS APPROPRIATE]

Other title number(s) against which matters contained in this transfer are to be registered, if any

[TO BE COMPLETED AS APPROPRIATE]

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

The Property is defined: *Place "X" in the appropriate box.*

on the attached [plan A] and shown *State reference e.g. "edged red".*

on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

Date

Transferor *Give full name(s) and company's registered number, if any.*

**Transferee for entry on the register** *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

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

**Transferee's intended address(es) for service (including postcode) for entry on the register** *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

The Transferor transfers the Property to the Transferee

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

The Transferor has received from the Transferee for the Property the sum of [one pound (£1.00)] *In words and figures.*

*Insert other receipt as appropriate.*

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

The Transferor transfers with Place "X" in the appropriate box and add any modifications.

full title guarantee

limited title guarantee

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

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

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

The Transferees are to hold the Property *Complete as necessary.*

#### Additional provisions

*Use this panel for:*

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

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

13.1 In this Transfer:

"Access Roads" [means the roads and footpaths necessary for the enjoyment and use of the Property - specify as appropriate on a plan];

"Perpetuity Period" means the period of 80 (eighty) years from and including the date of this Transfer;

"Retained Property" means the property retained by the Transferor shown edged green on the [plan B] attached to this Transfer;

"Service Media" means the pipes drains wires mains sewers watercourses cables conduits flues gutters channels ducts shafts and other service media;

13.2 The expressions "the Transferor" and "the Transferee" shall include the successors in title of the Transferor (to all or any part of the Retained Property) and of the Transferee (to all or any part of the Property) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally.

13.3 The Property is transferred with the rights set out in Part 1 of Schedule 1 in favour of the Transferee and all those authorized by them.

13.4 The Property is transferred subject to the reservations set out in Part 2 in Schedule 1.

000136

13.5 The Transferee covenants with the Transferor [for the benefit of the Retained Land and each and

every part thereof] as set out in Schedule 2 and such covenant shall bind the whole and each part of the Property.

13.6 Unless expressly provided in this Transfer the parties hereto do not intend any provisions hereof to be enforceable by any third party under the provisions of the Contract (Rights of Third Parties) Act 1999 and as such no person other than the said parties shall have any rights under the Transfer nor shall it be enforceable by them.

13.7 Nothing contained in this Transfer shall prejudice or affect the rights powers duties or obligations of the Transferee under all or any public and private statutes bylaws and regulations which may be as fully and effectually exercised by the Transferee as if the Transferee were not a party to this Transfer.

**Schedule 1**  
**(Rights Granted)**  
**Part 1**

The rights for the benefit of the Property and each and every part of it for the Transferee and the Transferee's successors in title:

((a) of free and uninterrupted passage and running of water soil gas electricity and other services through the Service Media on the Retained Property which are at the date hereof or which may within the Perpetuity Period be laid in under or over the Retained Property and which are intended to serve the Property either exclusively or in common with other land;

(b) to pass and repass for all purposes and at all times with or without vehicles (but on foot only in respect of any footpaths) over and along the Access Roads on the Retained Property which are in existence at the date hereof or which may within the Perpetuity Period be constructed and which are intended to serve the Property either exclusively or in common with other land;

(c) of support and protection from the Retained Property as at the date hereof enjoyed by the Property;

(d) at all reasonable times and upon at least 24 (twenty four) hours written notice to the Transferor (save in case of emergency when no notice is required), to enter those unbuilt on parts of the Retained Property necessary to maintain repair and (if necessary) renew and replace any Service Media on the Retained Property and serving the Property and to carry out any necessary works of repair or maintenance to buildings and boundaries which may at the date hereof or within the Perpetuity Period be on the Property where the works concerned cannot otherwise reasonably be done without such access PROVIDED THAT the Transferee exercising such rights causes as little damage and inconvenience as practicable and as soon as reasonably practicable makes good all damage caused to the Retained Property to the reasonable satisfaction of the Transferor.]

[WHERE APPROPRIATE INCLUDE RIGHTS BASED ON THE COUNCIL'S RIGHTS SET OUT IN [PARAGRAPH 5] OF SCHEDULE 4 TO THE S106 AGREEMENT TOGETHER WITH ANY OTHER RIGHTS NECESSARY FOR THE USE OF THE PROPERTY]

**Part 2**  
**(Reservations)**

The rights for the benefit of the Retained Property and each and every part of it for the Transferor and the Transferor's successors in title to:

((a) support and protection from the Property as at the date hereof enjoyed by the Retained Property; and

(b) to enter the Property with workmen and materials but only for the purpose of complying with the

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obligation to "Fully Service" the Property contained in an agreement dated ◆ made by the Transferor and the Transferee (and others) pursuant to section 106 of the Town and Country Planning Act 1990 PROVIDED THAT the Transferor causes as little damage and inconvenience as reasonably practicable and as soon as reasonably practicable makes good all damage caused to the Property to the reasonable satisfaction of the Transferee.]

[WHERE APPROPRIATE INCLUDE EXCEPTIONS AND RESERVATIONS BASED ON THOSE SET OUT IN [PARAGRAPH 7] OF SCHEDULE 4 TO THE S106 AGREEMENT TOGETHER WITH ANY OTHER EXCEPTIONS AND RESERVATIONS REQUIRED FOR THE BENEFIT OF THE RETAINED LAND]

**Schedule 2  
(Transferee's Covenant)**

(a) Not to use the Property other than as the site of a [covenant restricting user to the purpose for which the Property was made available];

(b) [may need an indemnity covenant in relation to any positive covenants or documents where the Transferor is the original contracting party or has itself given an indemnity covenant.]

[WHERE APPROPRIATE INCLUDE COVENANTS BASED ON THOSE SET OUT IN PARAGRAPH 5 OF SCHEDULE 4 TO THE S.106 AGREEMENT]

**Execution** *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

**SIGNED** as a deed by (enter full name of individual(s)) in the presence of:

Sign here

Signature of witness .....  
Name (in BLOCK CAPITALS).....  
Address .....

**EXECUTED** as a deed by affixing the common seal of (name of company) in the presence of:

Common seal of company

Signature of Director

Signature of [Director][Secretary]

**EXECUTED** as a deed by (name of company) acting by two directors or a director and its secretary:

Sign here

Director

Director/Secretary

**EXECUTED** as a deed by affixing the common seal of NORTHAMPTONSHIRE COUNTY COUNCIL in the presence of:

Common seal of Northamptonshire County Council

Head of Legal Services  
(The officer appointed for this purpose)



**SCHEDULE 13**  
**Title Information**



Part 1  
Land owned by BSPF comprised in the Property

- 1 The deeds and documents referred to in the registers of Title Number NN53346
- 2 The following deeds and documents:

<u>Date</u>	<u>Document</u>	<u>Parties</u>
31.01.1884	Indenture	Rev GW Paul (1) AA Young and rev H Ellison (2) E Sharman (3) The Ecclesiastical Commissioners (4)
29.11.1955	Notice of proposal by Air Ministry Works Directorate to lay an underground oil pipe	Air Ministry Works Directorate (1) Stewarts and Lloyds (Minerals) Limited (2)
02.06.1983	Deed of Easement	B.S.C. Pension Fund Trustee Limited (1) Stepnell Limited (2)
03.01.1986	Deed of Easement	B.S.C. Pension Fund Trustee Limited (1) Northamptonshire County Council (2)
1945	Wayleave Consent	Richard Thomas and Baldwins Limited (1) Wellingborough Electric Supply Company Limited (2)
02.06.1950	Wayleave Consent	Stewarts and Lloyds Minerals Limited (1) East Midlands Electricity Board Limited (2)
09.11.1954	Wayleave Consent	Stewarts and Lloyds Minerals Limited (1) East Midlands Electricity Board Limited (2)
20.12.1965	Wayleave Consent	Stewarts and Lloyds Minerals Limited (1) East Midlands Electricity Board Limited (2)
08.06.1966	Wayleave Consent	Stewarts and Lloyds Minerals Limited (1) East Midlands Electricity Board Limited (2)
11.07.1967	Wayleave Consent	Stewarts and Lloyds Minerals Limited (1) East Midlands Electricity Board Limited (2)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
1972	Wayleave Consent	British Steel Corporation (1) East Midlands Electricity Board Limited (2)
14.09.1978	Wayleave Consent	British Steel Corporation (1) East Midlands Electricity Board Limited (2)
25.03.81	Wayleave Consent	B.S.C. Pension Fund Trustee Limited (1) East Midlands Electricity Board Limited (2)
04.01.1982	Wayleave Consent	B.S.C. Pension Fund Trustee Limited (1) East Midlands Electricity Board Limited (2)
14.04.2000	Wayleave Consent	B.S. Pension Fund Trustee Limited (1) Power Gen Energy plc (2)
1980	Conveyance	British Steel Corporation (1) B.S.C. Pension Fund Nominees Limited (2)

Part 2  
Land owned by Cambridge

S.P.J.  
M

~~1 The deeds and documents referred to in the registers of Title Number NN128527~~

2 The following deeds and documents:

<u>Date</u>	<u>Document</u>	<u>Parties</u>
29.09.1980	Conveyance	MR and Mrs Sumner (1) CW Sumner and Others (2) Cambridge (3)
08.02.1982	Deed of Exchange	Cambridge (1) CW and PA Sumner (2)
03.12.1985	Conveyance	Cambridge (1) Northamptonshire County Council (2)

Part 3  
Land owned by Hanson

The deeds and documents referred to in the registers of Title Number NN106742 and NN99420 and

The following deeds and documents:

<u>Date</u>	<u>Document</u>	<u>Parties</u>
30.06.1983	Conveyance	Ferrersand Aggregates Limited (1) Amey Roadstone Corporation Limited (2)
22.03.1955	Deed of Grant	WE Willmott and M Mayes (1) East Midlands Gas Board (2)
11.10.1966	Conveyance	WE Willmott and M Mayes (1) FA Morgan (2)
13.02.1969	Conveyance	FA Morgan (1) Ferrersand Aggregates Limited (2)
22.02.1982	Deed of Grant	Ferrersand Aggregates Limited (1) East Midlands Electricity Board (2)
28.07.1986	Wayleave Consent	ARC (1) East Midlands Electricity Board (2)
22.01.1987	Agreement	ARC Limited (1) Northamptonshire County Council (2)
19.07.1988	Section 52 Agreement	Northamptonshire County Council (1) ARC Limited (2)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
14.09.1982	Conveyance	The Borough Council of Wellingborough (1) Amey Roadstone Corporation Limited (2)
20.03.1844	Grant in Fee by Letters Patent	HM the Queen to The London and Birmingham Railway Company
22.07.1844	Conveyance	The Dean and Chapter of Peterborough (1) London and Birmingham Railway Company (2)
14.11.1845	Conveyance	Earl Fitzwilliam (1) London and Birmingham Railway Company (20)
01.07.1846	Deed of Enfranchisement	The Dean and Chapter of Peterborough (1) London and Birmingham Railway Company (2)
30.12.1852	Conveyance	Rev RA Hannaford (1) London and North Western Railway Company (2)
21.12.1970	Conveyance	British Railways Board (1) The Urban District Council of Wellingborough (2)
30.06.1983	Conveyance	Ferrersand Aggregates Limited (1) Amey Roadstone Corporation Limited (2)
04.06.1970	Conveyance	British Railways Board (1) Ferrersand Aggregates Limited (2)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
30.06.1983	Conveyance	Ferrersand Aggregates Limited (1) Amey Roadstone Corporation Limited (2)
04.06.1971	Conveyance	WE Willmott (1) Ferrersand Aggregates Limited (2)
22.01.1987	Section 52 Agreement	Northamptonshire County Council (1) ARC Limited (2)
16.11.1995	Wayleave Consent	ARC Limited (1) East Midlands Electricity plc (2)
30.06.1983	Conveyance	Ferrersand Aggregates Limited (1) Amey Roadstone Corporation Limited (2)
31.05.1894	Conveyance	The Dean and Chapter of Peterborough (1) The Wellingborough Local Board of Health (2)
29.11.1920	Conveyance	The Dean and Chapter of Peterborough (1) The Urban District Council of Wellingborough (2)
02.11.1966	Agreement	Wellingborough UDC (1) The Central Electricity Generating Board (2)
27.09.1967	Grant of Easement	Wellingborough UDC (1) The East Midlands Gas

<u>Date</u>	<u>Document</u>	<u>Parties</u>
		Board (2)
18.08.1980	Conveyance	Anglian Water Authority (1) Ferrersand Aggregates Limited (2)
22.01.1987	Section 52 Agreement	Northamptonshire County Council (1) ARC Limited (2)
01.07.1986	Conveyance	Anglian Water Authority (1) ARC Limited (2)
31.05.1894	Conveyance	The Dean and Chapter of Peterborough (1) The Ecclesiastical Commissioners (2) The Local Board of Health for the District of Wellingborough (3)
27.07.1960	Wayleave	Wellingborough UDC (1) East Midlands Electricity Board (2)
27.09.1967	Deed of Grant	Wellingborough UDC (1) East Midlands Gas Board (2)
22.06.1970	Deed of Grant	Wellingborough UDC (1) Moss Waltham and Co (2)
04.02.1984	Wayleave	Anglian Water Authority (1) East Midlands Electricity Board (2)
03.12.1985	Conveyance	Anglian Water Authority (1) Anglo Beef Processors Limited (2)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
28.02.1986	Conveyance	Anglian Water Authority (1) Northamptonshire County Council (2)
08.06.1992	Deed of Easement	ARC Limited (1) Whitworth Holdings Limited (2)
22.11.1985	Conveyance	Whitworths Holdings Limited (1) National Westminster Bank (2) Amey Roadstone Corporation Limited (2)
29.05.1935	Conveyance	JP Whitworth and HW Whitworth (1) Whitworth Brothers Limited (2)
06.03.1985	Conveyance	WJ Redden E Shephard and B Brodie (1) Amey Roadstone Corporation Limited (2)
14.11.1918	Conveyance	The Dean and Chapter of Peterborough Cathedral (1) The Ecclesiastical Commissioners for England (2) J Page (3)
25.01.1921	Conveyance	The Dean and Chapter of Peterborough Cathedral (1) The Ecclesiastical Commissioners for England

<u>Date</u>	<u>Document</u>	<u>Parties</u>
		(2) J Page (3)
22.04.1925	Conveyance	J Page (1) W Redden (2)
11.03.1968	Deed of Grant	WJ Redden (1) East Midlands Gas Board (2)
08.05.1979	Deed	WJ and J Redden and E Shephard (1) GW Baker and CR Wigzell (2)
08.06.1992	Deed of Easement	ARC Limited (1) Whitworth Holdings Limited (2)

Part 4  
Land owned by NCC

The deeds and documents referred to in the registers of Title Numbers NN51307 and  
NN232219

Part 5  
Land owned by Network Rail

The deeds and documents referred to in the registers of Title Number NN235224

Part 6  
Land owned by Wellmere Limited

The deeds and documents referred to in the registers of Title Number NN217128

Part 7  
Land owned by Bovis Homes Limited

The deeds and documents referred to in the registers of Title Numbers NN234082,  
NN238730, NN262679, NN93803, NN118104 and NN155703

ACK/ACK.39639/120000/15305302.1

*Handwritten initials/signature*

ACK/ACK.39639/120000/15305302.1

000149



Planning Application Boundary,  
Additional Land Boundary

# PLAN A

3 ER 1 1/2



1:1000  
1:5000  
1:10000  
1:20000  
1:50000  
1:100000  
1:200000  
1:500000  
1:1000000

Bovis Homes Ltd

Wellington East

Planning Application Boundary

SUBMISSION

1500242 MAY 2014 R5

24-04-10-0000

LOVJDT

# PLAN B

- Proposed New Buildings
- Existing Buildings
- Proposed New Parking
- Existing Parking
- Proposed New Driveways
- Existing Driveways
- Proposed New Sidewalks
- Existing Sidewalks
- Proposed New Streets
- Existing Streets
- Proposed New Storm Sewers
- Existing Storm Sewers
- Proposed New Sanitary Sewers
- Existing Sanitary Sewers
- Proposed New Water Mains
- Existing Water Mains
- Proposed New Gas Mains
- Existing Gas Mains
- Proposed New Electric Mains
- Existing Electric Mains
- Proposed New Telephone Mains
- Existing Telephone Mains
- Proposed New Cable Mains
- Existing Cable Mains
- Proposed New Fire Hydrants
- Existing Fire Hydrants
- Proposed New Streetlights
- Existing Streetlights
- Proposed New Storm Sewer Manholes
- Existing Storm Sewer Manholes
- Proposed New Sanitary Sewer Manholes
- Existing Sanitary Sewer Manholes
- Proposed New Water Mains Manholes
- Existing Water Mains Manholes
- Proposed New Gas Mains Manholes
- Existing Gas Mains Manholes
- Proposed New Electric Mains Manholes
- Existing Electric Mains Manholes
- Proposed New Telephone Mains Manholes
- Existing Telephone Mains Manholes
- Proposed New Cable Mains Manholes
- Existing Cable Mains Manholes
- Proposed New Fire Hydrants
- Existing Fire Hydrants
- Proposed New Streetlights
- Existing Streetlights
- Proposed New Storm Sewer Manholes
- Existing Storm Sewer Manholes
- Proposed New Sanitary Sewer Manholes
- Existing Sanitary Sewer Manholes
- Proposed New Water Mains Manholes
- Existing Water Mains Manholes
- Proposed New Gas Mains Manholes
- Existing Gas Mains Manholes
- Proposed New Electric Mains Manholes
- Existing Electric Mains Manholes
- Proposed New Telephone Mains Manholes
- Existing Telephone Mains Manholes
- Proposed New Cable Mains Manholes
- Existing Cable Mains Manholes



Scale: 1" = 100'  
 North Arrow  
 Date: 10/1/03  
 Project: [illegible]  
 City: [illegible]  
 State: [illegible]

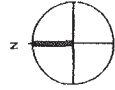
*Handwritten signature or initials*

**KEY**

- Route 6
- ② Route 2
- ③ Route 7
- Route 4
- ⑤ Eastern Relief Road
- Route 7 Slips
- ⑦ Route 9
- Existing Roads
- ⋯ Strategic Bridleway/Footpath

**PLAN C**

*Handwritten notes:*  
26  
27



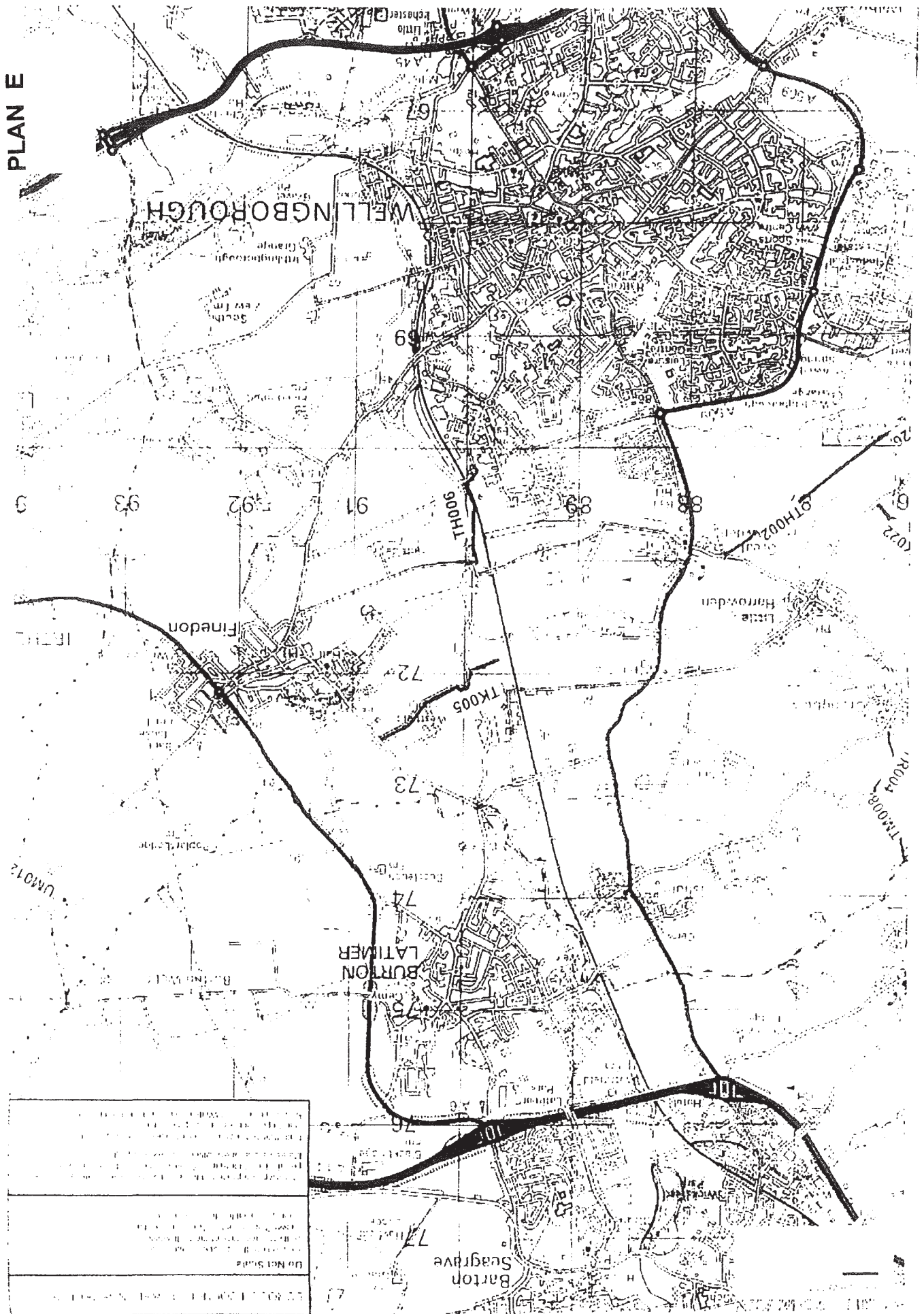
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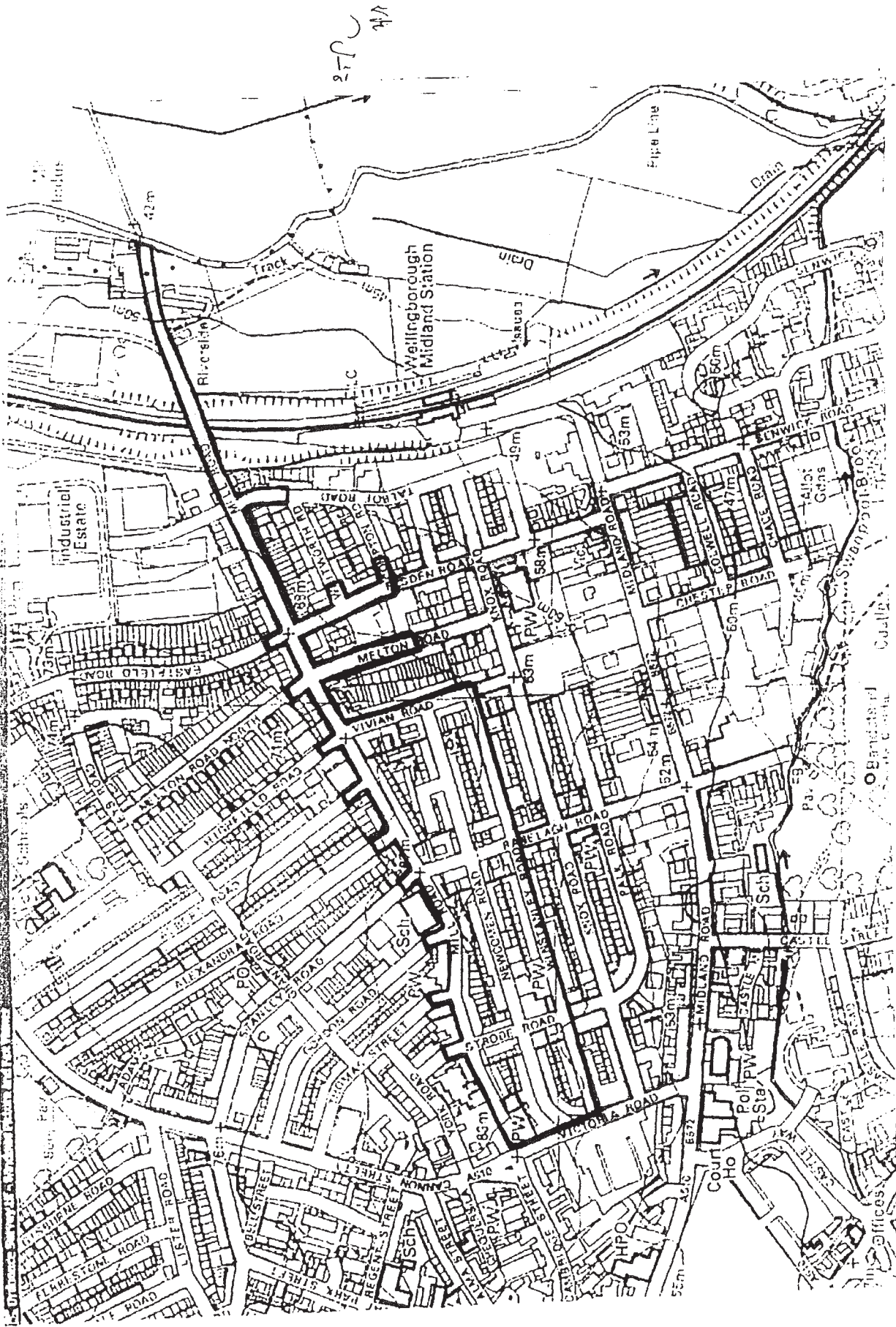
**Access Routes**










PLAN E



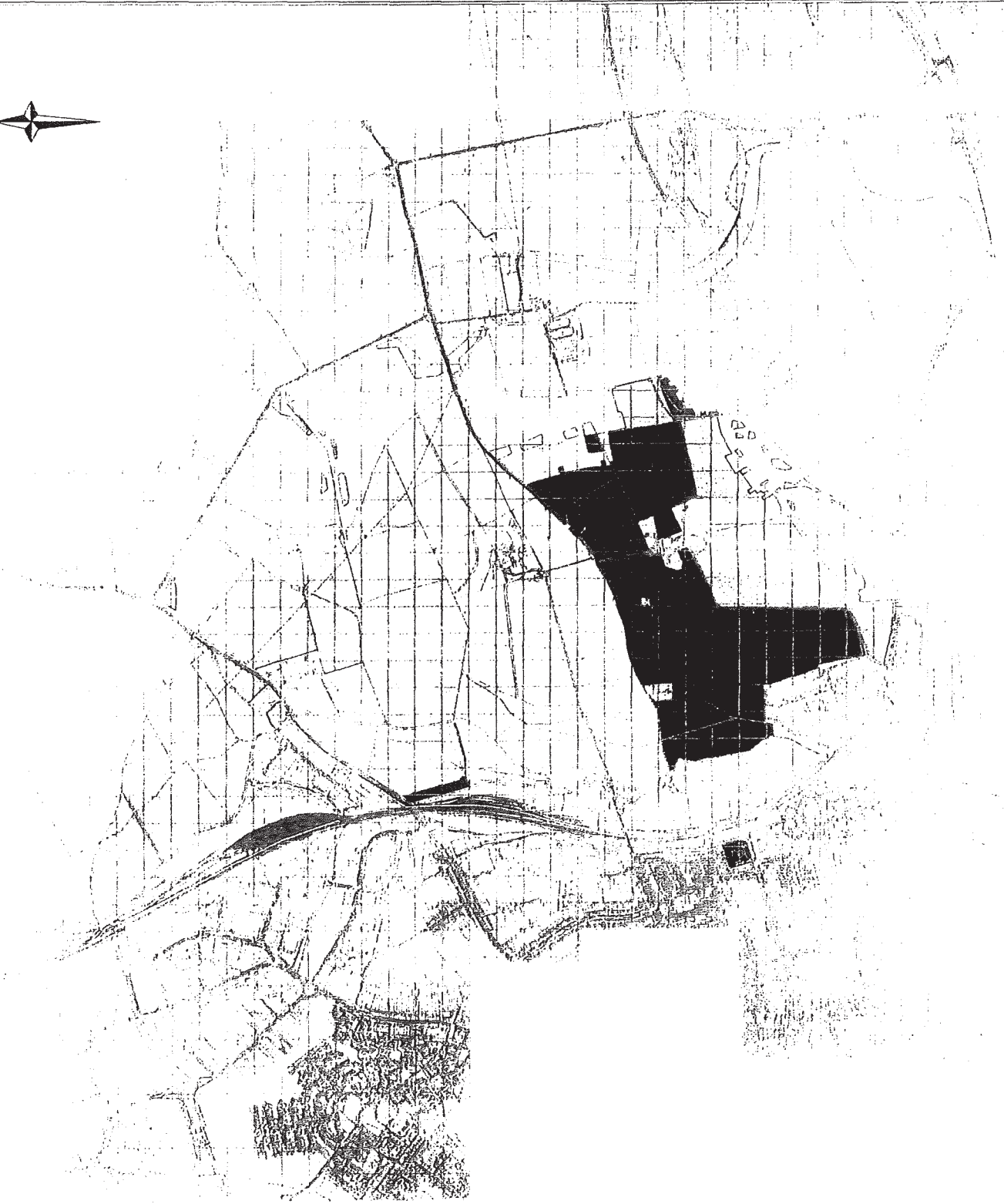
PLAN F



# PLAN G

-  BOVIS HOMES LTD
-  BRITISH STEEL PENSION FUND
-  NORTHAMPTONSHIRE COUNTY COUNCIL
-  WELLMERE LTD
-  CAMBRIDGE UNIVERSITY
-  HANSON
-  NETWORK RAIL

10/13  
1/13



Site No.	10/13
Date	1/13
Author	...
Scale	...
Sheet	...
Revision	...

**BOVIS HOMES**  
 Tel: 01875 437 000  
 Fax: 01875 437 004  
 DE 2528 Castle Bromwich

WELLINGBOROUGH

Drawn by: J.M. 27/08/08  
 Scale: 1:5000 @ A0  
 Project No: 10/13/248 C

The Corporate Seal of **WELLINGBOROUGH** )  
**BOROUGH COUNCIL** was affixed to this Deed in )  
the presence of: )



*B. S. Pension* Mayor

*R. L. Stott* Authorized Signatory

The Common Seal of **NORTHAMPTONSHIRE** )  
**COUNTY COUNCIL** was affixed to this Deed in the )  
presence of: )

Head of Legal Services  
(The Officer appointed for this purpose)

**EXECUTED** as a deed by **B. S. PENSION** )  
**FUND TRUSTEE LIMITED:** )  
)

Signature .....

Name (Block Capitals) .....  
Director

Signature .....

Name (Block Capitals) .....  
Director/Secretary



The seal of the **CHANCELLOR** )  
**MASTERS AND SCHOLARS OF** )  
**THE UNIVERSITY OF** )  
**CAMBRIDGE** was affixed to this )  
Deed in the presence of:

**EXECUTED** as a deed by **HANSON QUARRY** )  
**PRODUCTS EUROPE LIMITED:** )  
)

Signature .....

Name (Block Capitals) .....  
Director

Signature .....

Name (Block Capitals) .....  
Director/Secretary

The Common Seal of **NORTHAMPTONSHIRE** )  
**COUNTY COUNCIL** was affixed to this Deed in )  
the presence of: )

Head of Legal Services  
(The Officer appointed for this purpose)

**EXECUTED** as a deed by affixing the common )  
seal of **NETWORK RAIL INFRASTRUCTURE** )  
**LIMITED** in the presence of: )

**EXECUTED** as a deed by **WELLMERE** )  
**LIMITED** )

Signature .....

Name (Block Capitals) .....  
Director

Signature .....

Name (Block Capitals) .....  
Director/Secretary

**EXECUTED** as a deed by **BOVIS HOMES** )  
**LIMITED** by affixing its Common Seal in the )  
presence of: )

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

**EXECUTED** as a deed by **BOVIS HOMES** )  
**GROUP PLC** by affixing its Common Seal in the )  
presence of: )

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

**EXECUTED** as a deed by **ANGLO IRISH BANK** )  
**CORPORATION PLC** by affixing its Common )  
Seal in the presence of: )

Signature .....

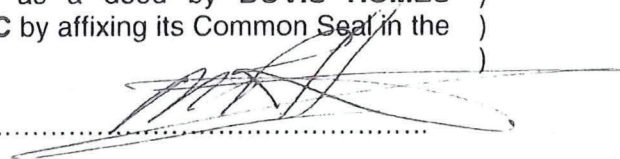
Name (Block Capitals) .....  
Authorised Signatory

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

**EXECUTED** as a deed by **BOVIS HOMES** )  
**GROUP PLC** by affixing its Common Seal in the )  
presence of: )

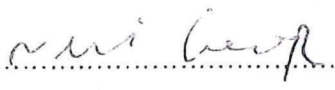
Signature .....



Name (Block Capitals) MALCOLM ROBERT HARRIS  
Authorised Signatory



Signature .....



Name (Block Capitals) NEIL COOPER  
Authorised Signatory

**EXECUTED** as a deed by **ANGLO IRISH BANK** )  
**CORPORATION PLC** by affixing its Common )  
Seal in the presence of: )

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

**EXECUTED** as a deed by **BOVIS HOMES** )  
**GROUP PLC** by affixing its Common Seal in the )  
presence of: )

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

**EXECUTED** as a deed by **ANGLO IRISH BANK** )  
**CORPORATION PLC** by affixing its Common )  
Seal in the presence of: )

Signature ..... 

Name (Block Capitals) ..... FRANCIS HUNT  
Authorised Signatory

Signature ..... 

Name (Block Capitals) ..... NEIL Mc DONAGH  
Authorised Signatory

The Corporate Seal of **WELLINGBOROUGH** )  
**BOROUGH COUNCIL** was affixed to this Deed in )  
the presence of: )

The Common Seal of **NORTHAMPTONSHIRE** )  
**COUNTY COUNCIL** was affixed to this Deed in the )  
presence of: )

Head of Legal Services  
(The Officer appointed for this purpose)

**EXECUTED** as a deed by **B. S. PENSION** )  
**FUND TRUSTEE LIMITED:** )  
)

Signature ..... *[Handwritten Signature]* .....

Name (Block Capitals) ..... *HUGH SMITH* .....

Director / *Authorized Signatory*

Signature ..... *Varsha Naik* .....

Name (Block Capitals) ..... *VARSHA NAIK* .....

Director/Secretary

The Corporate Seal of **WELLINGBOROUGH** )  
**BOROUGH COUNCIL** was affixed to this Deed in )  
the presence of: )

The Common Seal of **NORTHAMPTONSHIRE** )  
**COUNTY COUNCIL** was affixed to this Deed in the )  
presence of: )

*D. L. Simpson*  
*Senior Solicitor*  
Head of Legal Services  
(The Officer appointed for this purpose)



**EXECUTED** as a deed by **B. S. PENSION** )  
**FUND TRUSTEE LIMITED:** )  
)

Signature .....

Name (Block Capitals) .....  
Director

Signature .....

Name (Block Capitals) .....  
Director/Secretary

The seal of the **CHANCELLOR** )  
**MASTERS AND SCHOLARS OF** )  
**THE UNIVERSITY OF** )  
**CAMBRIDGE** was affixed to this )  
Deed in the presence of:



*m Dezille*  
Administrative Officer

*[Signature]*  
Administrative Officer

**EXECUTED** as a deed by **HANSON QUARRY** )  
**PRODUCTS EUROPE LIMITED:** )  
)

Signature .....

Name (Block Capitals) .....  
Director

Signature .....

Name (Block Capitals) .....  
Director/Secretary

The Common Seal of **NORTHAMPTONSHIRE** )  
**COUNTY COUNCIL** was affixed to this Deed in )  
the presence of: )

Head of Legal Services  
(The Officer appointed for this purpose)

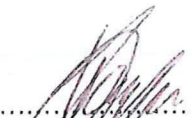


The seal of the **CHANCELLOR** )  
**MASTERS AND SCHOLARS OF** )  
**THE UNIVERSITY OF** )  
**CAMBRIDGE** was affixed to this )  
Deed in the presence of:

**EXECUTED** as a deed by **HANSON QUARRY** )  
**PRODUCTS EUROPE LIMITED:** )  
)

Signature .....  .....

Name (Block Capitals) ..... **PHIL SCHMITT** .....  
Director

Signature .....  .....

Name (Block Capitals) ..... **Tom Williams** .....  
Director/Secretary

The Common Seal of **NORTHAMPTONSHIRE** )  
**COUNTY COUNCIL** was affixed to this Deed in )  
the presence of: )

Head of Legal Services  
(The Officer appointed for this purpose)

EXECUTED as a deed by affixing the common )  
seal of **NETWORK RAIL INFRASTRUCTURE** )  
**LIMITED** in the presence of: )

EXECUTED as a deed by **WELLMERE** )  
**LIMITED** )

Signature .....

Name (Block Capitals) MR A J. BULLER )  
Director

Signature .....

Name (Block Capitals) MR CRAIG BEST )  
Director/Secretary

EXECUTED as a deed by **BOVIS HOMES** )  
**LIMITED** by affixing its Common Seal in the )  
presence of: )

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

SEAL NO.  
23407

LCraw

Lindsay Crawford  
Assistant Company Secretary

EXECUTED as a deed by affixing the common )  
seal of NETWORK RAIL INFRASTRUCTURE )  
LIMITED in the presence of: )

Authorised Signatory as approved  
by resolution of the board of  
Network Rail Infrastructure  
Limited on 16 May 2007

EXECUTED as a deed by WELLMERE )  
LIMITED )

Signature .....

Name (Block Capitals) .....  
Director

Signature .....

Name (Block Capitals) .....  
Director/Secretary

EXECUTED as a deed by BOVIS HOMES )  
LIMITED by affixing its Common Seal in the )  
presence of: )

Signature .....

Name (Block Capitals) .....  
Authorised Signatory

Signature .....

Name (Block Capitals) .....  
Authorised Signatory