

DATED 6 February 2018 7

- (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) NORTHAMPTONSHIRE COUNTY COUNCIL**
- (6) NETWORK RAIL INFRASTRUCTURE LTD**
- (7) BOVIS HOMES LIMITED**
- (8) BOVIS HOMES GROUP PLC**
- (9) NETWORK RAIL INFRASTRUCTURE LTD**

**AGREEMENT PURSUANT TO S.106 and S.106A OF
THE TOWN AND COUNTRY PLANNING ACT 1990
CONTAINING PLANNING OBLIGATIONS
relating to land at
Wellingborough East known as Stanton Cross,
Wellingborough**



Pinsent Masons

000291

THIS AGREEMENT is made on

6

of

February

2010⁷

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 17th Floor, 125 Old Broad Street, London, EC2N 1AR ("First Owner");
- (4) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** of The Old Schools, Cambridge ("Second Owner");
- (5) **NORTHAMPTONSHIRE COUNTY COUNCIL** of County Hall, Northampton, NN1 1AS ("Third Owner");
- (6) **NETWORK RAIL INFRASTRUCTURE LTD** (company number 2904587) whose registered office is at 40 Melton Street, London, NW1 2EE ("Fourth Owner");
1 Eversholt 2 DIN SC
- (7) **BOVIS HOMES LIMITED** (company number 397634) whose registered office is at The Manor House, North Ash Road, New Ash Green, Longfield, Kent DA3 8HQ ("Fifth Owner");
- (8) **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");
- (9) **NETWORK RAIL INFRASTRUCTURE LTD** (company number 2904587) whose registered office is at 40 Melton Street, London, NW1 2EE ("Chargee");
1 Eversholt 2 DIN SC

IT IS AGREED as follows:-

1. **DEFINITIONS**

1.1 In this Agreement:-

"2008 Planning Permission"

means the planning application dated 9th August 2004 with Council reference WP/2004/0600/O for a mixed use development including 84.81 hectares 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 on land to the east of Wellingborough and approved in 2008

"2008 S.106 Agreement"

means the S.106 Agreement dated 28th January 2008 entered into by the Council (1) the County Council (2) the Owner (3) the Guarantor (4) Hanson Quarry Products Europe Limited (5) Wellmere Limited (6) and Anglo Irish Bank Corporation PLC (7) pursuant to the submitted planning application with Council

reference WP/2004/0600/O approved in 2008

**"2014 Independent Viability
Appraisal Report"**

means the written assessment submitted by the Fifth Owner to the Council relating to the Development at Stanton Cross, Wellingborough and dated 31st July 2014 which for confidentiality reasons is not attached to this Agreement

"A6 / A510 Sum"

means a sum of **Six Hundred Thousand Pounds (£600,000.00)** towards the provision of highway improvements at the junction of the A6 Burton Road / A510 Wellingborough Road junction

"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 which for the avoidance of doubt shall be Social Rented Housing Affordable Rented Housing or Shared Ownership Housing

"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
Commutated Sum"**

means a contribution to be paid to the Council in lieu of the provision of Affordable Dwellings within a relevant Sub-Area to be applied to the provision of Affordable Housing in the Council's administrative area which shall be calculated as follows:

1. the amount of this contribution shall be the value represented by 40% of the Market Value of a housing unit of the same number of bedrooms and general character as the Affordable Dwelling(s) not to be provided on the Site within that relevant Sub Area (for the avoidance of doubt the valuation shall assume that the unit valued is available freehold without restrictions as to tenure); and
2. the contribution shall be fixed as at the date of approval of the Affordable Housing Commuted Sum as provided for in the relevant provisions of this Agreement relating to the Affordable Housing Commuted Sum

"Affordable Housing Land"

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

	Housing Scheme
"Affordable Housing Tenure Mix"	<p>means:</p> <ol style="list-style-type: none"> 1. 50% Social Rented Housing and/or Affordable Rented Housing; and 2. 50% Intermediate Housing <p>unless otherwise varied as a result of the operation of sub-clause 4.7.3 of this Agreement</p>
"Affordable Housing Sale Contract"	<p>means a contract for the sale and purchase of Affordable Housing either for Social Rented Housing Affordable Rented Housing or for Shared Ownership Housing</p>
"Affordable Housing Overall Provision"	<p>means the provision as Affordable Housing of twenty per cent (20%) of the total number of Dwellings on the Land PROVIDED THAT:</p> <ol style="list-style-type: none"> 1. if as a result of viability reassessments undertaken pursuant to clause 4.14 of this Agreement it shall be proven that a lower percentage than 20% is appropriate and the Council has approved in relation to each viability reassessment undertaken the outcome the conclusion and the basis of the viability reassessment and the data on which the viability reassessment relies upon then the Affordable Housing Overall Provision shall for the period from the date of approval of each viability reassessment until the date the next viability reassessment falls due to be undertaken be at the approved lower percentage set out in the approved viability reassessment; and 2. the Affordable Housing Overall Provision shall be applied in relation to each Sub Area for which a Reserved Matters Application is made and in relation to which an Affordable Housing Scheme is submitted pursuant to clause 4.7.2; and 3. from the date of this Agreement until 30 June 2017 the percentage shall be 5% as evidenced by the 2014 Independent Viability Assessment Report and this shall be applied in relation to each Sub-Phase for which Reserved Matters Approvals are granted until 30 June 2017
"Affordable Housing Provider"	<p>means a body whose function or aim is to provide and manage Affordable Housing (including Affordable</p>

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 provider (pursuant to the Housing and Regeneration Act 2008) with the Homes and Communities Agency or its successors or an alternative affordable housing provider nominated by the Owner and approved by the Council PROVIDED THAT in relation to the management of the Social Rented Dwellings and/or Affordable Rented Dwellings this shall only be an Affordable Housing Provider with a permanent management office within thirty (30) miles of the Neighbourhood Centre from completion of the first relevant Affordable Dwelling PROVIDED FURTHER THAT the Council and the Owner shall consult with each other in respect of the identity of the Affordable Housing Provider that undertakes the management of the Affordable Housing

"Affordable Housing Scheme"

means a written scheme supported by plans and drawings which:

1. 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;
2. shows on a plan the Affordable Housing Land;
3. sets out the proposed numbers types sizes and tenures of Affordable Dwellings to meet the Affordable Housing Overall Provision and Affordable Housing Tenure Mix within the Reserved Matters Application (subject to such changes as may be agreed with the Council) PROVIDED THAT such Affordable Dwellings shall comprise a range of unit types and sizes having regard to the following (such as are current at the time of the preparation and submission of the relevant scheme):
 - 3.1. the Council's Strategic Housing Market Assessment; and
 - 3.2. any Council publication adopted by the Council identifying the Council's housing priority needs at the date the relevant Affordable Housing Scheme is submitted to the Council;
4. provides for the construction of the

Affordable Dwellings:

- 4.1. in relation to houses in single groups of not more than twelve (12) Affordable Dwellings per group; and
- 4.2. in relation to flats within single blocks of not more than twelve (12) provided that no more than three (3) such blocks shall be sited within the Reserved Matters Application without the agreement of the Council; and
- 4.3. in regard to achieving the requirements of 4.1 and 4.2 that groups shall whenever reasonable not be located adjacent to other existing or proposed groups of Affordable Dwellings;
5. 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;
6. set out the phasing for the provision of the Affordable Dwellings within the Reserved Matters application area;
7. in the case of the Affordable Rent Dwellings and Social Rent Dwellings, estimates of the following costs: rent, service charges and/or estate rent charges and/or any other charges that may be imposed by the Owners on tenants or purchasers of each Affordable Rent Dwelling on First Occupation of such dwelling PROVIDED THAT the Owner shall use Reasonable Endeavours to ensure that any such service, estate rent or other charges are minimised and where possible shall work with any relevant Affordable Housing Provider that is a party to an Affordable Housing Agreement to seek to ensure the same;
8. in the case of the Shared Ownership Dwellings, estimates of the following costs: rent, the cost of borrowing in order to purchase shares of the equity in a Shared Ownership Dwelling, the service charges and/or estate rent charges and/or any other charges that may be imposed by the Owners on tenants or purchasers of each Shared Ownership Dwelling on First Occupation of such dwelling PROVIDED THAT the Owner shall use Reasonable Endeavours to ensure

that any such service, estate rent or other charges are minimised and where possible shall work with any relevant Affordable Housing Provider that is a party to an Affordable Housing Agreement to seek to ensure the same

"Affordable Rented Dwellings"	means Affordable Dwellings to be offered and occupied via an Affordable Housing Provider let at a rent of no more than 80% of the local market rent (including service charges, where applicable) in accordance with the rent standard in "The Regulatory Framework for Social Housing in England from April 2012" published by the HCA (or such replacement or alternative publication issued by the HCA that may time to time replace and/or update this document) and in accordance with Annex 2 of the National Planning Policy Framework (or such other national policy that may from time to time replace and/or update this framework)
"Applications"	means the planning applications dated 27 th July 2015 & 24 th September 2015 made by Bovis Homes Limited, B S Pension Fund Trustee Limited, The Chancellor Masters and Scholars of the University of Cambridge, Northamptonshire County Council, Network Rail Infrastructure Limited, and given the reference numbers WP/15/00481/OUT & WP/15/00605/VAR
"Appropriate Authority"	means any or all of the following as appropriate: Highways England, the County Council, the Council, the Environment Agency or Network Rail and their successors in title
"Assured Tenancy"	means a tenancy granted in relation to any Social Rent Dwelling which is an assured tenancy within the meaning of Chapter 1 of the Housing Act 1988 and shall not be for a term certain without the prior written consent of the Council's Head of Service (or any person appointed or authorised to undertake his functions) for the purposes of this Agreement
"BRING Site"	means a site for the collection of recyclable materials with suitable access for the public and for collection vehicles and appropriate landscaping/screening
"Building Plots"	means individual plots of land within the Self Build Plots sold to individual purchasers for single Dwellings
"Building Regulations"	means said regulations made under powers provided in the Building Act 1984 or any amending legislation and applying to the regulation of building works in

England and Wales

"Burial Site"	means such area to comprise a Fully Serviced Site of five thousand (5,000) square metres the approximate location of which is shown as a burial site on the Master Plan
"Bus Strategy"	means the revised bus strategy dated June 2005 and submitted with the Consent (as amended from time to time by the County Council in consultation with the Owner and the Council)
"CCTV"	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
"CCTV Contribution"	means a sum of Two Hundred and Fifty Thousand Pounds (£250,000.00) subject to Indexation as a contribution towards the CCTV
"Children's Centre"	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
"Children's Centre Sum"	means the sum of One Million Seven Hundred and Fifty Thousand Pounds (£1,750,000.00) subject to Indexation to fund the provision of the Children's Centre
"Community Building"	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
"Community Building Land"	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
"Community Building Sum"	means the sum of One Million Two Hundred and Twenty Five Thousand Pounds (£1,225,000.00) subject to Indexation required to fund the provision of the Community Building
"Community Facilities"	means as provided for in clause 4.6
"Community Trust"	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
"Community Trust Sum"	means the sum of Fifty Pounds (£50.00) per General Dwelling subject to Indexation as a contribution towards the work of the Community Trust
"Completion Date"	means the date of completion of a transfer of the Council Property pursuant to Schedule 4 hereto
"Consent"	means all the following: <ol style="list-style-type: none"> 1. the planning permissions to be granted in relation to the Applications in the form of the drafts attached as Schedule 3; and 2. the 2008 Planning Permission together with the Reserved Matters Approvals (Unimplemented)
"Convenience Retail Units"	means as the context so requires as regards those retail units within the Neighbourhood Centre and those within the Secondary Local Centre: <ol style="list-style-type: none"> 1. a minimum of four (4) retail units with a combined gross floor area of up to one thousand (1,000) square metres for convenience retail floor space in the Neighbourhood Centre; and 2. two hundred and fifty (250) square metres of gross floor area convenience retail floor space in the Secondary Local Centre <p>PROVIDED THAT the Supermarket shall not constitute a Convenience Retail Unit for the purposes of this definition</p>
"Council's Account"	means a separately identified interest bearing account within the Council's financial accounts system
"Council Contract Provisions"	means the contractual provisions set out in Schedule 4
"Council Property"	means the Fully Serviced freehold lands to be transferred to the Council or its nominee the County Council (as the case may be) as identified hereto and more particularly being: <ol style="list-style-type: none"> 1. Burial Site 2. Community Building Land 3. First Primary School and Children's Centre Land

4. Leisure Facilities
5. Northern Allotments
6. Secondary Local Centre Community Hall Land
7. Second Primary School Land
8. Secondary School Land
9. Southern Allotments
10. Structure Planting

"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
"Employment Strategy"	means a strategy for optimising the employment generating potential of Stanton Cross having due regard to current property and labour market conditions
"Energy and Sustainability Strategy"	means the strategy report defined within Schedule 8 which shall have been submitted to and approved by the Council
"Expert"	means an independent expert of at least ten (10) years standing in his field of expertise to be determined in accordance with sub-clause 8.2 hereto
"First Dwelling"	means the first dwelling to be Occupied
"First Primary School and Children's Centre Land"	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
"First Primary School and"	means a written notice from the County Council that a

Children's Centre Contract Notice"	contract has been let for the construction of the First Primary School and Children's Centre
"First Primary School"	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
"First Primary School Sum"	means the sum of Five Million Nine Hundred and Twenty Seven Thousand Pounds (£5,927,000.00) subject to Indexation to fund the provision of the First Primary School
"Flood Risk Assessment"	means the Flood Risk Assessment and Surface Water Drainage Strategy revision A dated 17 th August 2005 and as supplemented within the Consent or any revision of it as should be approved in writing by the Council
"Footpath Contribution Sum"	means the sum of Seventy Five Thousand Pounds (£75,000.00) 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 Six Million Two Hundred and Eighty Seven Thousand Five Hundred Pounds (£6,287,500.00) 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 1

"Homes and Communities Agency" or "HCA"

means the Homes and Communities Agency and includes any successor to the functions of the Homes and Communities Agency 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 sub-clause 7.5 and **"Identification"** **"Identify"** 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:

1. clearance works
2. demolition of any building
3. any works to or in respect of statutory utilities equipment
4. archaeological investigations
5. erection of fences or hoardings or other site security measures
6. remediation works
7. excavation works to adjust ground levels on site
8. ground investigation and site surveys including test piles
9. 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/or its nominee 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
"Intermediate Housing"	means housing for Shared Ownership purposes only save that in the event starter homes are at any time included in the definition of "Affordable Housing" contained in the National Planning Policy Framework then Intermediate Housing shall instead be taken to mean Shared Ownership and/or starter homes in such proportions as the Council may determine are appropriate in light of any national legislation and national policy then in force together with local needs and locally adopted policy
"Ise Valley Park"	means the park to be provided the location of which is shown on the Master Plan
"Ise Valley Park Visitors Centre"	means a visitor centre at Ise Valley Park or Chester House Farm
"Ise Valley Park Visitors Centre Sum"	means the sum of Fifty Thousand Pounds (£50,000.00) 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
"Land"	means the land at Wellingborough East known as Stanton Cross which for the purposes of this Agreement is shown coloured blue, green, yellow, orange and purple on Plan G
"Leisure Facility"	means one of the facilities listed in Schedule 5 and Leisure Facilities shall be construed accordingly
"Management Entity"	means an incorporated or unincorporated body as is agreed between the Owner and the Council
"Management Entity Protocol"	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

"Management Scheme"

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

"Marketing Strategy"

means the marketing strategy for the Primary Health Care Site, Supermarket, Convenience Retail Unit(s) and Secondary Local Centre Convenience Retail Unit(s) to be submitted by the Owner to the Council which shall demonstrate how the Owner intend to promote and market the respective units/land for disposal to potential occupiers, owner-occupiers and operators for the purposes of the permitted uses of such units/land

"Market Value"

means the market value of any area of land or buildings as defined in the RICS Manual of Valuation January 2014 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 **Twenty Thousand Pounds (£20,000.00)** subject to Indexation as a contribution towards the reasonable legal costs of the Council and its nominee the 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 **Fifty Thousand Pounds (£50,000.00)** subject to Indexation as a contribution towards the cost of the Mill Road Works

"Necessary Consents"	<p>means:</p> <ol style="list-style-type: none"> 1. 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) 2. approval of Her Majesty's Railway Inspectorate to any relevant works on Network Rail Land
"Neighbourhood Centre"	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
"Neighbourhood Centre Facilities"	means the roads, drainage, landscaping and car parking and other essential infrastructure to serve the Neighbourhood Centre
"Network Rail"	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
"Network Rail Land"	means the land described in sub-clause 2.6 but only if or to the extent that it remains in the ownership of Network Rail
"Northern Allotments"	means the area of allotments to comprise a Fully Serviced Site of 1.53 hectares the approximate location of which is shown on the Master Plan north of the Neighbourhood Centre
"Occupy"	means to occupy or permit occupation for residential purposes and "Occupation" "Occupied" and "Occupier" shall be construed accordingly with "First Occupation" "First Occupy" "First Occupied" and "First Occupier" meaning the first day on which a Dwelling shall be Occupied
"Offer"	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 Valuation Professional Standards Publication April 2015 Edition known as the Red Book (or subsequent editions) 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

"Owner"	means the First Owner, Second Owner, Third Owner, Fourth Owner and the Fifth Owner
"Plan B"	means the plan marked Plan B annexed to this Agreement
"Plan C"	means the route plan marked Plan C annexed to this Agreement
"Plan D"	means the plan marked Plan D annexed to this Agreement
"Plan E"	means the plan marked Plan E annexed to this Agreement
"Plan F"	means the plan marked Plan F showing highway and environmental improvement works and annexed to this Agreement
"Plan G"	means the plan marked Plan G annexed to this Agreement showing the Land and ownership
"Plan H"	means the plan marked Plan H annexed to this Agreement showing the location of the Secondary School Land

"Practically Completed"

means:

1. 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
2. fitted out so that they are available for occupation for the purpose for which they are intended

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

"Primary Health Care Site"

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

"Private Areas"

means areas to which the public has no access (other than by public rights of way)

"Proposed Site"

means the proposed site of a Council Property initially proposed in accordance with sub-clause 7.5.3

"Proposed Site Plan"

means the plan showing the Proposed Site

"Provided"

means Practically Completed and **"Provide"** shall be construed accordingly

"Reasonable Endeavours"

means that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto has diligently pursued methods commercially and reasonably prudent and likely to achieve the desired result to the standard of that required of the relevant Party over a reasonable period of time (which may either be specified in the relevant obligation or in the absence of this such period of time as is reasonable in the circumstances) PROVIDED THAT subject to compliance with any specific agreed steps or time periods set out in or agreed pursuant to the obligation in question this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours to comply if the Party and the beneficiary of the obligation to which reasonable endeavours is to be applied agreed that it is reasonable to conclude that all further efforts would be futile but for the avoidance of doubt in the event that the Parties cannot so agree either Party may refer the matter for consideration by an Expert pursuant to the Dispute Resolution Procedure set out in clause 8

"Regulations"	means the current Building Regulations applicable at the date the Affordable Dwellings are constructed should be achieved
"Regulatory Requirements"	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
"Relevant Council"	means the Council or its nominee which may be the County Council
"Reserved Matters Application"	means a reserved matters application pursuant to the Consent
"Reserved Matters Approvals (Implemented)"	means the following reserved matters approvals granted pursuant to the 2008 Planning Permission: <ol style="list-style-type: none"> 1. WP/15/00384 for Car Park 3 – part of Wellingborough Station Improvements works. Creation of a new station drop off area and car parking
"Reserved Matters Approvals (Unimplemented)"	means the following reserved matters approvals granted pursuant to the 2008 Planning Permission: <ol style="list-style-type: none"> 1. WP/15/00578/REM for Area 14 - Irthlingborough Road, Wellingborough for residential development and associated works 2. WP/15/00510/REM for Area 15 - Irthlingborough Road, Wellingborough for residential development and associated works 3. WP/2010/0347 for Area 16 - Irthlingborough Road, Wellingborough for residential development and associated works 4. WP/2012/0381/RMM for Route 9 – road on land south of Finedon Road linking Finedon Road with Mill Road and Route 4, Wellingborough 5. WP/2012/0172 for extension to Route 4 to connect to Irthlingborough Road, Wellingborough 6. WP/14/00475/REM for amendment to the approved Route 2 and landscaping

7. WP/2012/0116/RMM for Station
Development and associated infrastructure

"Routes"	means routes 2, 4, 6, 7 and 9 and the Eastern Relief Road as indicated on Plan C attached hereto
"School Sites"	means one or more of the First Primary School and Children's Centre Land, Second Primary School Land and Secondary School Land
"School Transport Sum"	means the annual sum of Thirty Five Thousand Pounds (£35,000.00) subject to Indexation from base date 19 th January 2015 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 sub-clause 4.4.6
"Secondary Education Sum"	means the sum of Three Million Six Hundred and Twenty Four Thousand Four Hundred and Fifty Two Pounds (£3,624,452.00) subject to Indexation for the provision of additional secondary and sixth form education needs generated by the Development
"Secondary Local Centre"	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
"Secondary Local Centre Community Hall"	means the community hall provided within the Secondary Local Centre Community Hall Land
"Secondary Local Centre Community Hall Land"	means the Fully Serviced freehold land within the Secondary Local Centre of 0.08 hectares for the Secondary Local Centre Community Hall
"Secondary Local Centre Community Hall Sum"	means the sum of One Hundred and Twenty Five Thousand Pounds (£125,000.00) subject to Indexation for the provision of the Secondary Local Centre Community Hall
"Second Nursery"	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
"Second Nursery Sum"	means the sum of Two Hundred Thousand Pounds (£200,000.00) subject to Indexation to be used as a contribution towards the provision of the Second Nursery
"Second Primary School"	means a 630 place 3 form entry school for pupils of primary school age as part of the Development in accordance with the details in Schedule 2
"Second Primary School"	means a written notice from the County Council that a

Contract Notice"	contract has been let for the construction of the Second Primary School
"Second Primary School Land"	means Fully Serviced land totalling not less than 2.40 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
"Second Primary School Sum"	means the sum of Seven Million Nine hundred and Fifty Two Thousand Six Hundred and Seventy Nine Pounds (£7,952,679.00) subject to Indexation for the provision of the Second Primary School
"Secondary School"	means an eight (8) form entry school for pupils of secondary school age
"Secondary School Land"	means Fully Serviced land being an area of 10.24 hectares in size suitable for the construction and use of a Secondary School in the approximate location shown edged red on Plan H annexed to this Agreement
"Self Build Plots"	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 or such alternative provision as shall be agreed in writing with the Council
"Serviced Plots"	means land for the Neighbourhood Centre, land for the Primary Health Care Site, land for the Supermarket, land for the Convenience Retail Units, land for the Secondary Local Centre, land for Community Hall and land for the Secondary Local Centre Convenience Retail Units
"Shared Ownership"	means Affordable Dwellings in which the occupiers own an initial percentage of the Affordable Dwelling being less than 75% and the remainder is owned by an Affordable Housing Provider but with the right for the occupier to purchase further percentages of the Affordable Dwelling up to 100% "Shared Ownership Housing Dwelling" and "Shared Ownership Housing" shall be construed accordingly
"Site Specific Travel Plan"	means a travel plan prepared by a method to be agreed with the Council or its nominee the County Council for an area of the Land for which a Reserved Matters Application has been submitted and for which the Council or its nominee the County Council considers a travel plan is appropriate
"Social Rented Housing"	means Affordable Dwellings to be offered and occupied via an Affordable Housing Provider pursuant to an Assured Tenancy which rents (including service

charges) are determined in accordance with the rent standard in "The Regulatory Framework for Social Housing in England from April 2012" published by the HCA (or such replacement or alternative publication issued by the HCA that may time to time replace and/or update this document) and in accordance with Annex 2 of the National Planning Policy Framework (or such other national policy that may from time to time replace and/or update this framework) and which shall be offered for rent by an Affordable Housing Provider to persons who are otherwise unable to secure private sector housing for purchase or rent in the prevailing economic circumstances and who have in the opinion of the Council need for such housing and "Social Rented", "Social Renting" and "Social Rent Dwellings" shall be construed accordingly

"SOPH Proportion"

means a proportion of all Dwellings within a Sub-Area which shall be identified and provided as Specialist Older Person Housing which proportion shall include private market and/or Affordable Housing as Specialist Older Person Housing PROVIDED THAT for the avoidance of doubt such proportion may be met in whole or in part by Dwellings that are bungalows and/or ground floor Dwellings

"Southern Allotments"

means the area of allotments to comprise a Fully Serviced Site of 1.76 hectares the approximate location of which is shown on the Master Plan south of the Neighbourhood Centre

"Specialist Older Person Housing"

means housing (both private market and Affordable Housing) suitable for those occupiers requiring retirement housing and/or designated or sheltered or supported housing which offers additional support to occupiers and/or extra care housing which supports a variety of care needs of the occupier

"Sports Facility Contribution"

means the sum of **Five Hundred and Forty One Thousand Two Hundred and Eight Pounds (£541,208.00)** subject to Indexation payable from the date of this Agreement for the provision of sporting facilities within the locality of the Development

"STACT Sum"

means the sum of **Fifty Thousand Pounds (£50,000.00)** 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

"Stanton Cross"

means the name given to the Development

"Station Access Conditions"

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

"Station Transport Interchange Pedestrian Footbridge"

means the footbridge as defined in Schedule 7

"Station Transport Interchange Scheme (West)"

means a scheme for a station transport interchange as more particularly detailed in Schedule 7 and pursuant to the scheme approved by the Council as part of the Reserved Matters reference WP/15/00384

"Station Transport Interchange Scheme (East)"

means a scheme for a station transport interchange as more particularly detailed in Schedule 7

"Station Transport Interchange (East) Works"

means such works as are necessary to complete the Station Transport Interchange Scheme (East)

"Station Transport Interchange (West) Works"

means such works as are necessary to complete the Station Transport Interchange Scheme (West)

"Structure Planting"

means strategic planting as identified in the Master Plan Document

"Subject to Indexation"

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

"Sub Area"

means each or any parts of the Development as identified in a Reserved Matters Application or as identified in the Master Plan Document or such alternative phasing as may be agreed by the Council

"Substantial Completion"

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 sub-clause 1.1 or specified elsewhere in this Agreement
"Supermarket"	means a supermarket to be Provided within the Neighbourhood Centre of up to one thousand (1,000) square metres
"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 its nominee the County Council
"Town Centre"	means Wellingborough Town Centre
"Town Link Sum"	means the sum of Two Hundred and Fifty Thousand Pounds (£250,000.00) 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 eighteen (18) months or such other period as shall be agreed between the Council or its nominee the County Council and the Owner or agreed with the Highways England, whichever is the shorter by a method to be agreed upon by the Council or its nominee the County Council, the Owner and Highways England and revised in response to the monitoring at the expense of the Council or its nominee the County Council
"Travel Plan Coordinator"	means a suitable person or body approved by the Council or its nominee 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
"Viability Reassessment Template"	means the template in the form of the Stanton Cross Viability Reassessment Mechanism dated April 2016 and the Stanton Cross Forecast Development Costs dated 21 March 2016 annexed to this Agreement to be used by the Owners for all future viability reassessments of the Development in relation to the

Affordable Housing Overall Provision

- 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 its nominee 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 its nominee 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 twenty eight (28) days of the date of the Dispute Notice as provided for in sub-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 4.13 by the Council and with regard to those set out in clauses 4.1, 4.2, 4.4 and 4.12 by the Council in consultation with the County Council in both instances 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 pre-requisite 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 Implementation 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 those interests of the Owners' in the Land .
- 2.2 The First Owner is the owner in fee simple in possession of that land coloured blue on Plan G.
- 2.3 The Second Owner is the owner in fee simple in possession of that land coloured orange on Plan G.
- 2.4 The Third Owner is the owner in fee simple in possession of that land coloured green on Plan G.
- 2.5 The Fourth Owner is the owner in fee simple in possession of that land coloured yellow on Plan G.
- 2.6 The Fifth Owner is the owner in fee simple in possession of that land coloured purple on Plan G and is the beneficial party to a Landowners Agreement dated 5th March 2015 relating to the Land made between B.S. Pension Fund Trustee Limited, The Chancellor, Masters and Scholars of the University of Cambridge, Northamptonshire County Council, Network Rail Infrastructure Limited, Bowden Land Limited, Bovis Homes Limited and Bovis Homes Group Plc.
- 2.7 The Council is the respective competent local planning authority by whom this Agreement is enforceable or by way of its nominee the County Council and the County Council also executes this Agreement in its capacity as the Third Owner.
- 2.8 The Guarantor guarantees the obligations of the Fifth Owner under this agreement.
- 2.9 The Chargee has a charge dated 24 July 2015 over the part of the Fifth Owner's land registered under title NN217128.

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 and/or section 106A 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 its nominee 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 Fifth 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 Agreement 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 Agreement 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 sub-clause 4.7.2) 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 sub-clause 4.7.2 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 its nominee 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 its nominee the County Council shall (subject to sub-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 its nominee the County Council from proceeding against other parties to the Agreement (or their successor in title) 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 its nominee the County Council from requiring payment on demand under or performance of the covenants and guarantees in clause 10 of this Agreement or taking action against the Fifth 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 10 where any provision of this Agreement 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 Agreement 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 sub-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 sub-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 and/or s.106A 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 come into effect as follows:
- 3.6.1 clauses 1 to 3, 4.1.2, 4.1.3, 4.2.1, 4.8.1, 4.8.3, 4.9.1, 4.10, 4.12.7, 4.12.8, 4.12.9, 4.12.10, 4.13, 4.14, 5, 8, 9, 10 and 11 shall come into effect on the date of this Agreement; and
- 3.6.2 the remaining provisions and clauses of this Agreement not otherwise recited at sub-clause 3.6.1 shall come into effect on the date the Consent is Implemented PROVIDED THAT for the purpose of this sub-clause 3.6.2 this shall mean the date on which any of the permissions and/or Reserved Matters Approvals (Unimplemented) referred to in the definition of Consent shall be Implemented.
- 3.7 If the Consent expires or is revoked within the meaning of sections 91, 92, 93 or 97 of the Act before Implementation then this Agreement shall cease to have effect PROVIDED THAT if only one of the permissions and/or Reserved Matters Approvals (Unimplemented) referred to in the definition of Consent shall expire or be revoked before Implementation then this Agreement shall continue to have effect to the extent of the said remaining permissions and and/or Reserved Matters Approvals (Unimplemented).
- 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 Notwithstanding anything in this Agreement to the contrary the parties to this Agreement agree and acknowledge that:
- 3.9.1 nothing in this Agreement shall require Network Rail to act in such a way as to contravene Regulatory Requirements;
- 3.9.2 any relevant Regulatory Requirement must be satisfied and any relevant Necessary Consents must be obtained prior to:
- (i) any disposition or dealing by Network Rail with Network Rail Land;
 - (ii) any works being carried out on Network Rail Land;
 - (iii) Network Rail entering into any agreement pursuant to this agreement or requirements of the Planning Permission.

4. PLANNING OBLIGATIONS

The Owner severally covenants with the Council (subject to clause 3):

4.1 Highway Improvements

- 4.1.1 not to First Occupy or cause or permit the First Occupation of the 397th Dwelling until the Town Link Sum has been paid to the Council as a contribution towards the Town Link Works;
- 4.1.2 not to open Route 9 for vehicular traffic until the Mill Road Works Sum has been paid to the Council;
- 4.1.3 not to open Route 9 for vehicular traffic until the Mill Road Bridge Sum has been paid to the Council;
- 4.1.4 not to First Occupy or cause or permit the First Occupation of the 300th Dwelling until the A510 / A6 Sum has been paid to the Council;

4.2 Highway Infrastructure and Sustainable Transport Works

- 4.2.1 not to Implement or cause or permit the Consent to be Implemented until ten percent (10%) of the Highway Infrastructure and Sustainable Transport Sum has been paid to the Council;
- 4.2.2 not to First Occupy or cause or permit the First Occupation of the First Dwelling until twenty percent (20%) of the Highway Infrastructure and Sustainable Transport Sum has been paid to the Council;
- 4.2.3 not to First Occupy or cause or permit the First Occupation of the 1500th Dwelling until thirty five percent (35%) of the Highway Infrastructure and Sustainable Transport Sum has been paid to the Council;
- 4.2.4 not to First Occupy or cause or permit the First Occupation of the 3,000th Dwelling before the balance of the Highway Infrastructure and Sustainable Transport Sum has been paid to the Council;

4.3 Station Transport Interchange

- 4.3.1 prior to the First Occupation of the 350th 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 350th 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 350th Dwelling to complete the Station Transport Interchange (West) Works and not to First Occupy or cause or permit the First Occupation of the 350th Dwelling until such works have been completed;
- 4.3.3 prior to the First Occupation of the 724th Dwelling to complete the Station Transport Interchange (East) Works and not to First Occupy or cause or permit the First Occupation of the 724th Dwelling until such works have been completed;
- 4.3.4 prior to the First Occupation of the 724th 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 724th Dwelling until the

Station Transport Interchange Pedestrian Footbridge has been constructed and is available for use;

4.4 Education

4.4.1 within two (2) months of Implementation of the Development to pay ten percent (10%) of the First Primary School Sum and Children's Centre Sum less any part of that Sum which has been paid prior to the date of this Agreement to the Council;

4.4.2 not to First Occupy or cause or permit the First Occupation of the 800th Dwelling until ten percent (10%) of the Second Primary School Sum less any part of that Sum that has been paid prior to the date of this Agreement has been paid to the Council;

4.4.3

- (i) prior to the First Occupation 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 **One Pound (£1.00)** in accordance with clause 7 and Schedule 4 hereto and not to occupy or cause or permit to be occupied the first Dwelling until such offer has been made;
- (ii) prior to the First Occupation of the 800th Dwelling to identify and offer for transfer the Second Primary School Land to the Relevant Council for **One Pound (£1.00)** in accordance with clause 7 and Schedule 4 and not to First Occupy or cause or permit to be First Occupied the 800th Dwelling until such offer has been made (provided that if the Relevant 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 Relevant Council may specify);
- (iii) prior to the First Occupation of the 50th Dwelling to Identify the Secondary School Land and not to First Occupy or cause or permit to be First Occupied the 50th Dwelling until the Secondary School Land has been Identified;
- (iv) from the date the Secondary School Land is Identified pursuant to sub-clause 4.4.3(iii) and by the operation of clause 7.5 to set aside the Secondary School Land for the purposes of the provision of a Secondary School and for no other purpose until such time as the transfer of the Secondary School Land has occurred pursuant to clause 7 OR the Relevant Council has confirmed in writing that the Secondary School Land is no longer required OR rejected the offer required to be made under clause 4.4.3 OR has failed to respond to the offer under clause 4.4.3(v) within three (3) months of the date of the offer whichever is sooner;
- (v) prior to the First Occupation of the 1000th Dwelling to offer to transfer the Secondary School Land to the Relevant Council for **One Pound (£1.00)** in accordance with clause 7 and Schedule 4 hereto and not to First Occupy or cause or permit to be First Occupied the 1000th 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 Relevant Council until ten percent (10%) of the First Primary School Sum and Children's Centre Sum less any part of those sums that have been paid prior to this Agreement being entered into of the First Primary School Sum and Children's Centre Sum have been paid to the Council and ten percent (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 three (3) months from the date of receipt by the owner of the First Primary School and Children's Centre Contract Notice unless fifty percent (50%) of the First Primary School Sum and Children's Centre Sum has been paid to the Council and fifty percent (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 (9) 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 Sum and Children's Centre Sum has been paid to the 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 ten percent (10%) of the Second Primary School Sum and Second Nursery Sum less any part of those sums that have been paid prior to that date has been paid to the Council;
- (ii) not to First Occupy or cause or permit to be First Occupied any further Dwellings after three (3) months from the date of receipt by the Owner of the Second Primary School Contract Notice unless fifty percent (50%) of the Second Primary School Sum and Second Nursery Sum has been paid to the Council;
- (iii) not to First Occupy or cause or permit to be First Occupied any further Dwellings after nine (9) 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 Council;

PROVIDED THAT no valid Second Primary School Contract Notice shall be capable of being served prior to the Occupation of eight hundred (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 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 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 twelve (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 300th Dwelling or September 2019 whichever is the later;

4.4.7

- (i) not to First Occupy or cause or permit to be First Occupied the 1000th Dwelling before fifty percent (50%) of the Secondary Education Sum has been paid to the 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 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 (5) local apprentices per year at Stanton Cross for a period of ten (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 and in accordance with Schedule 5 and the terms of this Agreement AND not to First Occupy or cause or permit to be First Occupied more than the number of Dwellings specified in Schedule 5 in relation to each Leisure Facility referred to in Schedule 5 until the relevant Leisure Facility referred to in Schedule 5 has been Provided;

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

- (i) prior to first Occupation of any Dwellings within a Sub Area the Management Scheme for that Sub Area shall be submitted to the Council and shall be approved before Occupation shall be permitted;
- (ii) prior to the First Occupation of the final five (5) Dwellings to be built within each Sub Area 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 relevant Reserved Matters Approvals and as relevant to the Sub Area and pursuant to either (a), (b), (c) or (d) below in accordance with the following terms:
 - (a) offer to transfer the Leisure Facility Planting to the Council or its nominee at the price of **One Pound (£1.00)** (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 twelve (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 twenty five (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;
 - (iii) not to First Occupy or cause or permit to be First Occupied the final five Dwellings to be built within each Sub Area 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 relevant Reserved Matters Approvals and as relevant to the Sub Area and pursuant to either 4.5.2(ii)(a), (b), (c) or (d) above and sub-clause 4.5.3;
- 4.5.3 the Owner 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 twenty (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 sub-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 ten percent (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 Council of its nominee 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;
- 4.5.9
 - (i) not to First Occupy or cause or permit to be First Occupied the 1000th Dwelling before fifty percent (50%) of the Sports Facility Contribution has been paid to the Council; and
 - (ii) Not to First Occupy or cause or permit to be First Occupied the 2000th Dwelling before the balance of the Sports Facility Contribution has been paid to the Council;
- 4.5.10 for the purposes of this clause 4.5 and clause 4.10 the Owner covenants with the Council that (unless otherwise previously approved in writing by the Council in its absolute discretion) no more than two Management Entities shall be established and be responsible for:
 - (i) the maintenance and management of or otherwise take a transfer of all the said Leisure Facilities and Structure Planting; and
 - (ii) the maintenance of or otherwise adopt all the said flood mitigation and alleviation measures and SUDS

within the Development;

4.6 Community Facilities

4.6.1 Neighbourhood Centre

- (i) prior to the First Occupation of the 450th Dwelling to lay out and construct the Neighbourhood Centre Facilities and not to First Occupy or cause or permit to be First Occupied the 450th Dwelling without having constructed these Neighbourhood Centre Facilities;

4.6.2 Primary Healthcare

- (i) prior to the First Occupation of the 350th 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 350th Dwelling until the said offer has been made.

4.6.3 Retail Units

- (i) prior to the First Occupation of the 700th 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 700th Dwelling until that has been done;
- (ii) prior to the First Occupation of the 1200th 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 1200th Dwelling until that has been done PROVIDED THAT the Convenience Retail Units shall be Provided to shell and core prior to the Supermarket opening to the public;

4.6.4 Secondary Local Centre

- (i) prior to the First Occupation of the 1200th 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 1200th Dwelling until that has been done;
- (ii) prior to the First Occupation of the 2400th Dwelling to identify and offer the Secondary Local Centre Community Hall Land to the Council for transfer for **One Pound (£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 2400th Dwelling until the said offer has been made;
- (iii) not to First Occupy or cause or permit to be First Occupied the 2400th 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 2400th Dwelling Provide the Secondary Local Centre Community Hall and thereafter offer to transfer the same to the Council for **One Pound (£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 2400th Dwelling until that has been done;
- (v) Prior to the First Occupation of the 2500th Dwelling to Provide to shell and core and thereafter Offer for transfer up to 300 square metres (net) of convenience retail floor area which shall be located within the Secondary Local Centre and not to First Occupy or cause or permit to be First Occupied the 2500th Dwelling until such offer has been made;

4.6.5 Allotments

- (i) prior to the First Occupation of the 1100th Dwelling to:
 - (a) Identify land comprising one area totalling 1.76 hectares for use as the Southern Allotments; and
 - (b) Offer the said site for transfer for **One Pound (£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 1100th Dwelling until such offer has been made;

- (ii) prior to the First Occupation of the 2800th Dwelling to:
 - (a) identify land comprising one area totalling 1.53 hectares for use as the Northern Allotments; and
 - (b) offer the said site for transfer for **One Pound (£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 2800th Dwelling until such offer has been made;

4.6.6 Serviced Plots

- (i) the Owner shall submit Marketing Strategy to the Council prior to Occupation of fifty (50) Dwellings in the Development;
- (ii) no more than fifty (50) Dwellings shall be permitted to be Occupied in the Development until the Marketing Strategy has been approved by the Council acting reasonably;
- (iii) the Owner shall implement the approved Marketing Strategy from Occupation of the 50th Dwelling until the last Serviced Plots has been disposed of or the Occupation of the final Dwelling whichever comes first;
- (iv) the Owner shall provide written updates to the Council every six (6) months setting out progress made on carrying out the actions set out in the Marketing Strategy and on marketing and disposing of the units/land referred to in the Marketing Strategy PROVIDED THAT the first such update shall be six (6) months after Occupation of the 50th Dwelling and the last update shall be on the date of Occupation of the final Dwelling to be Occupied or on disposal of the last of the Serviced Plots whichever is sooner;
- (v) subject to the exact details in the Marketing Strategy, the updates shall set out as a minimum the following:
 - (a) details of the marketing that has been undertaken within the last 6 month period including the methods of marketing employed, location and frequency of any advertising used;
 - (b) information including details of the terms of any expressions of interest or offers received during the 6 month period;
 - (c) information on why any expressions of interests or offers have been rejected or withdrawn; and
 - (d) information on progress of negotiations in relation to any expressions of interest or offers;

4.6.7 Community Trust Sum

not to First Occupy or cause or permit to be First Occupied any further Dwellings after twenty eight (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 twenty eight (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 or its nominee 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 First 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 PROVIDED THAT 5% of all Affordable Dwellings shall be provided to a wheelchair accessible standard in accordance with Building Regulations Approved Document M4(3) Category 3 Wheelchair User Dwellings or such update or replacement of that Approved Document M4(3) whether baseline or optional standards applicable to wheelchair users as may be in force at the time the Affordable Dwellings within each Sub Area are registered with a site start at building control;

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;

Management and Transfer of the Affordable Dwellings

4.7.3 the following provisions of this sub-clause 4.7.3 shall apply in relation to the Development where it is intended that Affordable Dwellings will be located and the Owners covenant as follows:

- (i) no later than 6 (six) months from Commencement of Development within the relevant Sub Area (the "**Longstop Date**") to have used Reasonable Endeavours for a period of no less than 6 (six) months to market the Affordable Dwellings in a Sub Area to at least 4 (four) Affordable Housing Providers (unless the Council agrees a lesser number in writing) who shall have first been approved by the Council in writing and to enter into an Affordable Housing Sale Contract with one or more of such approved Affordable Housing Providers in respect of the same and forthwith upon such Affordable Housing Sale Contract(s) having been entered into the Owner shall notify the Council of the identity of the Affordable Housing Provider(s) which is or are party to such Affordable Housing Sale Contract(s) together with details of the number, size and tenure type of the Affordable Dwellings the subject of the Affordable Housing Sale Contract(s);
- (ii) if an Affordable Housing Sale Contract(s) has not been entered into in respect of the Affordable Dwellings within a Sub Area by the Longstop Date then:
 - (a) where the reason for a lack of offers is identified as being the Affordable Housing Tenure Mix:
 - (1) the Owner of the Sub Area shall apply to the Council in writing to revise the Affordable Housing Tenure Mix and in doing so the Owner of the Sub Area shall provide the Council with the following:
 - (A) written reasons for the variation from the original Affordable Housing Tenure Mix for approval; and
 - (B) evidence to demonstrate that the Owner of the Sub-Area has used Reasonable Endeavours to market the Affordable Housing in the Sub Area to at least 4 (four) Affordable Housing Providers (unless the Council agrees a lesser number in writing) who shall have first been approved in writing by the Council; and
 - (C) in relation to marketing of the Affordable Dwellings pursuant to sub-clause 4.7.3(i) above evidence to show that the Owner of the Sub Area has marketed the Affordable Dwellings in the Sub Area at a consideration no higher than 65% of Market Value PROVIDED THAT the Owners of the Sub Area shall not be prevented by operation of this requirement from accepting offers that are for a consideration higher than 65% of Market

Value so long as the Owner of the Sub Area has marketed on the basis of 65% Market Value or less and have discharged their obligations in this sub-clause 4.7.3(ii)(a)(1);

- (2) if the Council approves the revised Affordable Housing Tenure Mix then the owners of the Sub Area shall use Reasonable Endeavours for a further period of 5 (five) months to enter into an Affordable Housing Sale Contract on the basis of the revised approved Affordable Housing Tenure Mix and shall market the Affordable Dwellings in a Sub Area to at least 4 (four) Affordable Housing Providers (unless the Council agrees a lesser number in writing) who shall have first been approved by the Council in writing on the basis of the provisions set out in sub-clause 4.7.3(ii)(a)(1)(C) and enter into an Affordable Housing Sale Contract with one or more of such approved Affordable Housing Providers in respect of the same and forthwith upon such Affordable Housing Sale Contract(s) having been entered into the Owner shall notify the Council of the identity of the Affordable Housing Provider(s) which is or are party to such Affordable Housing Sale Contract(s) together with details of the number, size and tenure type of the Affordable Dwellings the subject of the Affordable Housing Sale Contract(s);
- (b) where the reason for lack of offers is not the Affordable Housing Tenure Mix then the provisions of sub-clause 4.7.3(iv) shall apply;
- (iii) in the event that the owners of a Sub Area re-market the Affordable Dwellings in the circumstances referred to in sub-clause 4.7.3(ii)(a)(2) above but are not able to enter into an Affordable Housing Sale Contract on the basis of an approved revised Affordable Housing Tenure Mix despite the relevant Owner having used Reasonable Endeavours to do so for a further period of 5 (five) months then the provisions of sub-clause 4.7.3(iv) shall apply;
- (iv) where the provisions of sub-clauses 4.7.3(ii)(b) or 4.7.3(iii) apply:
 - (a) the Owner of the Sub Area shall provide written evidence to the Council to satisfy the Council that the Owner of the Sub Area has in accordance with the provisions of sub-clauses 4.7.3(i) or (as applicable) 4.7.3(ii)(a)(2) used Reasonable Endeavours to enter into an Affordable Housing Sale Contract(s) in relation to the Affordable Dwellings in the Sub Area such information to include details of all offers received and marketing undertaken and negotiations with at least 4 (four) Affordable Housing Providers (who were previously approved in writing by the Council pursuant to previous clauses) and (in relation to the marketing of the Affordable Dwellings) confirmation that the Owner of the Sub Area has offered the relevant Affordable

Dwellings at a consideration no higher than 65% of Market Value for those Affordable Dwellings;

(b) in the event the Council in writing states that it is not satisfied that the Owner of the Sub Area has used Reasonable Endeavours to comply with the obligations set out in sub-clause 4.7.3(i) or (as applicable) sub-clause 4.7.3(ii)(a)(2) above then the Owner of the Sub Area shall be required to repeat the process set out in sub-clauses 4.7.3(i) or (as applicable) 4.7.3(ii)(a)(2) above until such time as the Council is satisfied that the Owner of the Sub Area has discharged their obligations PROVIDED THAT if the Council has not confirmed its satisfaction within a further 3 (three) months from the date that the Council first confirms in writing that it is not satisfied pursuant to this sub-clause the matter shall be referred for determination pursuant to the Dispute Resolution Procedure in clause 8;

(c) in the event the Council in writing confirms its satisfaction that the Owner of the Sub Area has discharged their obligations set out in sub-clause 4.7.3(i) or (as applicable) sub-clause 4.7.3(ii)(a)(2) above then the Owner of the Sub Area shall offer to transfer to the Council the freehold or leasehold interest in the relevant Affordable Dwellings together with the land on which the Affordable Dwellings within the relevant Sub Area will be constructed on the basis that:

- (1) the Owner of that Sub Area shall construct the Affordable Dwellings prior to transfer of the completed Affordable Dwellings to the Council; and
- (2) the Council shall pay consideration of 65% of Market Value irrespective of tenure; and
- (3) the Owner of the Sub Area shall bear its own and the Council's legal costs in relation to any contracts and transfers associated with the Affordable Dwellings and the land on which they are constructed;

(d) if either:

- (1) the offer to the Council made pursuant to sub-clause 4.7.3(iv)(c) above is not accepted by the Council within 40 Working Days of the offer being received by the Council in writing; or
- (2) contracts have not been exchanged within 6 months of acceptance of the offer by the Council;

then the Owner of the Sub Area shall:

- (3) be entitled to withdraw any outstanding offer or acceptance and/or withdraw from contractual negotiations (as applicable) with the Council in relation

to the Affordable Dwellings to be located within that Sub Area; and

- (4) shall pay the Affordable Housing Commuted Sum to the Council in accordance with the further provisions of this sub-clause 4.7.3 in respect of the Affordable Dwellings that would otherwise have been provided within that Sub Area;
- (e) on payment of the Affordable Housing Commuted Sum the Owner of the Sub Area shall:
 - (1) be released from the provisions of clause 4.7 of this Agreement as regards that Sub Area and shall be entitled to dispose of the Affordable Dwellings within that Sub Area on the open market; and
 - (2) be taken as having discharged the requirement to provide Affordable Housing within that Sub Area by the payment of the Affordable Housing Commuted Sum for that Sub Area;
- (f) if the Owner of a Sub Area has entered into one or more Affordable Housing Sale Contract(s) within that Sub Area and has provided written evidence of the same to the Council in accordance with sub-clause 4.7.3(i) no more than 60% of the General Housing Units within the Sub Area shall be Occupied until such time as the Affordable Dwellings the subject of the Affordable Housing Sale Contract(s) have been completed and transferred to the relevant Affordable Housing Providers in accordance with the terms of the Affordable Housing Sale Contract(s);
- (g) if the Owner of a Sub Area has been unable to enter into any Affordable Housing Sale Contract(s) in respect of the Affordable Dwellings within that Sub Area by the Longstop Date then no more than 70% of the General Housing Units within the Sub Area shall be Occupied until such time as one of the following has occurred:
 - (1) all such Affordable Dwellings have been constructed and completed such that they are capable of being Occupied and the Council has accepted an offer of the completed Affordable Dwellings in the relevant Sub Area made to it pursuant to sub-clause 4.7.3(iv)(c); or
 - (2) the Affordable Housing Commuted Sum has been paid to the Council;

4.7.4 subject to sub-clause 4.7.5 unless otherwise approved in writing by the Council:

- (i) Affordable Housing Dwellings provided as Social Rent Housing shall only be used as Social Rented Housing; and

- (ii) Affordable Housing Dwellings provided as Affordable Rented Housing shall only be used as Affordable Rented Housing; and
- (iii) Affordable Housing Dwellings provided as Intermediate Housing shall only be offered by the Affordable Housing Provider to each new occupier at a cost no more expensive than those approved by the Council in relation to the relevant Affordable Housing Dwelling in question as part of the Affordable Housing Scheme for that Sub Area (subject to provisions for staircasing applying to Shared Ownership Housing where appropriate);

4.7.5 subject to sub-clause 4.7.3(iv)(d) 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 bind an occupant of an Affordable Dwelling who has exercised a statutory right to buy or acquired such Affordable Dwelling or has acquired such Affordable Dwelling pursuant to any voluntary purchase scheme approved by the HCA;
- (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 Ownership lease where (in the case of a Dwelling) the lessee has staircased his interest in that unit such that he acquires one hundred percent (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 percent (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 clause 4.7 shall not be binding on a mortgagee or chargee or a bona fide purchaser for value thereof from such a mortgagee or chargee (except in the case of a purchaser which is an Affordable Housing Provider or the successors in title of such purchaser) PROVIDED that the following procedure has been followed:
 - (a) the mortgagee or chargee of the Affordable Housing Provider shall give not less than 6 (six) weeks prior notice to the Council of its intention to exercise its power of sale to enable the Council to secure the lease (of a duration acceptable to the Council) of the Affordable Dwellings to another Affordable Housing Provider;
 - (b) the Council shall then have 6 weeks from the notice given pursuant to paragraph (a) above within which to respond indicating that arrangements for the transfer of the Affordable Dwellings as Affordable Housing can be made in such a way as to safeguard the provision of the Affordable Dwellings and to ensure that the mortgagee or chargee is upon completion of such transfer repaid the full amount outstanding under its security together with all interest and costs;

- (c) if within the 6 (six) weeks the Council does not serve its response to the notice served under paragraph (a) above then the mortgagee or chargee shall be entitled to exercise its power of sale free of the restrictions set out in clause 4.7;
- (d) if within 6 (six) weeks of the date of receipt by it of the notice served under paragraph (a) above the Council serves its response indicating that arrangements can be made in accordance with paragraph (b) above then the mortgagee or chargee shall co-operate with such arrangements and use its Reasonable Endeavours to secure such transfer;
- (e) the Council shall in formulating or promoting any arrangements referred to in paragraph (b) above give full consideration to protecting the interest of the mortgagee or chargee as regards the mortgagee or chargee recovering the full amount of monies outstanding under the charge or mortgage together with all interest and costs (but for the avoidance of doubt the mortgagee or chargee shall not be required to accept any arrangement which would be insufficient to repay the monies outstanding under the mortgage or charge including interest and costs);
- (f) if the Council or any other person cannot within 3 (three) months of the date of service of its response under paragraph (b) above secure such transfer then the mortgagee or chargee shall be entitled to exercise its power of sale free of the restrictions set out in clause 4.7;
- (g) if the mortgagee or chargee does not wish to exercise its power of sale at any time after the giving of notice under paragraph (b) above or the Council does not wish to continue with the exercise of its powers under paragraph (b) above after the giving of its response that party shall give to the other not less than 5 (five) Working Days written notice of its intention to discontinue;
- (h) if the Council has proposed arrangements to any mortgagee or chargee of the Affordable Dwellings but the consideration offered to the mortgagee or chargee as appropriate under the proposed arrangement would be insufficient to repay the monies outstanding under the mortgage or charge including interest and costs then the mortgagee or chargee shall be entitled to sell or otherwise dispose of the Affordable Dwellings free of the restrictions set out in clause 4.7; and
- (i) the Owners acknowledges to the mortgagee or chargee that the provisions of this paragraph (iv) override any obligation on the mortgagee to the Owners to secure the best or any particular price for the Affordable Dwellings;

4.7.6 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;
- 4.8.2 to make available an Information Pack 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 Implementation 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 prior to the First Occupation of the 1000th 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 twelve (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 Self Build Plots transferred back to the Owner 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;
- 4.8.5 in relation to any Dwellings constructed pursuant to the Application reference WP/15/00481/OUT and any Sub Area forming part of the land that has the benefit of Application reference WP/15/00481/OUT only the following provisions shall apply:
 - (i) to construct a minimum of 10% of the Dwellings within the Development to Building Regulations Approved Document M4(2) Category 2 Accessible and Adaptable Dwellings standards (or such update or replacement of that Approved Document M4(2) whether baseline or optional standards applicable to wheelchair users as may be in force at the time any and each of the Dwellings are designed and constructed) provided that fifty percent (50%) of the Dwellings required to be constructed to this Building Regulations standard as referred to in this clause must be constructed no later than the occupation of the 1500th Dwelling of the Development;
 - (ii) to construct a minimum of five percent (5%) of all the Dwellings within the Development to Building Regulations Approved Document M4(3) Category 3 Wheelchair User Dwellings standards (or such update or replacement of that Approved Document M4(3) whether baseline or optional standards applicable to wheelchair users as may be in force at the time any and each of the Dwellings are designed and constructed) provided that fifty percent (50%) of the Dwellings required to be constructed to this Building Regulations standard as referred to in this clause must be constructed no later than the occupation of the 1500th Dwelling of the Development and no more than five percent (5%) of the Dwellings in the whole Development shall be required to be built to this standard;

4.8.6 in relation to any Dwellings constructed pursuant to the Application reference WP/15/00605/VAR and the 2008 Planning Permission and any Sub Area forming part of the land that has the benefit of Application reference WP/15/00605/VAR and the 2008 Planning Permission only the following provisions shall apply;

- (i) to construct a minimum of ten percent (10%) of all the Dwellings within the Development to Building Regulations Approved Document M4(2) Category 2 Accessible and Adaptable Dwellings standards (or such update or replacement of that Approved Document M4(2) whether baseline or optional standards applicable to wheelchair users as may be in force at the time any and each of the Dwellings are designed and constructed) provided that fifty percent (50%) of the Dwellings required to be constructed to this Building Regulations standard as referred to in this clause must be constructed no later than the occupation of the 1500th Dwelling of the Development and no more than ten percent (10%) of the Dwellings in the whole Development shall be required to be built to this standard;

4.9 Employment

- 4.9.1 the Development shall be carried out in accordance with Employment Strategy unless otherwise agreed in writing by the Council;
- 4.9.2 to construct all offices and industrial premises to BREEAM "very good" standard (or the equivalent at the time of construction);

4.10 Flood Alleviation and SUDS

not to carry out any Development without:

- 4.10.1 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/14/00801/TX or such alternative scheme as may be approved and agreeing a scheme with the Council for the maintenance thereof for a period of thirty (30) years and thereafter complying with the scheme or ensuring that it is complied with;
- 4.10.2 providing or funding the provision of an acceptable SUDS in accordance with the standards proposed in the Flood Risk Assessment;
- 4.10.3 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 Consent and thereafter comply with it or ensure that it is complied with;
- 4.10.4 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 sub-clauses 4.5.2, 4.5.3 and 4.5.4;

4.11 Waste Management

- 4.11.1 to provide five (5) evenly distributed appropriately located BRING Sites in line with a strategy to include phasing to be agreed with the Council;
- 4.11.2 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 of a Dwelling without having provided such domestic waste collection receptacles for the use of its occupants;

4.12 General

- 4.12.1 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;
- 4.12.2 not to occupy the 350th Dwelling without having paid the CCTV Contribution to the Council;
- 4.12.3 prior to the First Occupation of the 2000th Dwelling to Identify five thousand (5,000) square metres of land for the Burial Site and offer to transfer the Burial Site to the Council for **One Pound (£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 2000th Dwelling until such offer has been made;
- 4.12.4 to ensure that all signal works provided as a result of the Development are compatible with the introduction of a SCOOT traffic control system;
- 4.12.5 prior to Occupation of any Dwellings to use Reasonable Endeavours to establish a working group comprising representation from the Owner the Council and nominated parties to devise a suitable scheme to be agreed with the Council for the management of Leisure Facilities;
- 4.12.6 to review with the Council and its nominee the County Council at five (5) year intervals from the date of Implementation if required by the Council or its nominee the 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;
- 4.12.7 to pay the reasonable legal costs of the Council and County Council in connection with the negotiation and completion of this Agreement;
- 4.12.8 the Owners shall from Implementation of the Development notify the Council and its nominee the County Council in writing of the total number of Dwellings Occupied on the Land on a quarterly basis;
- 4.12.9 in addition to the above the Owners will notify the Council and its nominee the County Council in writing on the occurrence of the following and in any written notification the Owners shall set out which of the obligations in this Agreement that the trigger and so notice relates to and failure to provide the correct information will be deemed to be a breach of this clause:
 - (i) Implementation of Development of and each Sub Area;
 - (ii) Occupation of the first Dwelling across the Land as a whole;

- (iii) Occupation of the first Dwelling on and each Sub Area;
- (iv) Occupation or use of any building (whether a Dwelling or otherwise) within each Sub Area;
- (v) Occupation of 60% of the General Housing Units within the Sub Area;
- (vi) Occupation of 70% of the General Housing Units within the Sub Area;
- (vii) Occupation of the sixth from last Dwelling to be built in each Sub Area;
- (viii) Occupation of the fifth from last Dwelling to be built in each Sub Area;
- (ix) Occupation of the 50th Dwelling across the Land as a whole;
- (x) Occupation of the 100th Dwelling across the Land as a whole
- (xi) Occupation of the 300th Dwelling across the Land as a whole;
- (xii) Occupation of the 350th Dwelling across the Land as a whole;
- (xiii) Occupation of the 397th Dwelling across the Land as a whole;
- (xiv) Occupation of the 450th Dwelling across the Land as a whole;
- (xv) Occupation of the 600th Dwelling across the Land as a whole;
- (xvi) Occupation of the 700th Dwelling across the Land as a whole;
- (xvii) Occupation of the 724th Dwelling across the Land as a whole;
- (xviii) Occupation of the 750th Dwelling across the Land as a whole;
- (xix) Occupation of the 800th Dwelling across the Land as a whole;
- (xx) Occupation of the 1000th Dwelling across the Land as a whole;
- (xxi) Occupation of the 1100th Dwelling across the Land as a whole;
- (xxii) Occupation of the 1200th Dwelling across the Land as a whole;
- (xxiii) Occupation of the 1500th Dwelling across the Land as a whole;
- (xxiv) Occupation of the 2400th Dwelling across the Land as a whole;
- (xxv) Occupation of the 2500th Dwelling across the Land as a whole;
- (xxvi) Occupation of the 2800th Dwelling across the Land as a whole;
- (xxvii) Occupation of the 3000th Dwelling across the Land as a whole;
- (xxviii) Occupation of the last Dwelling across the Land as a whole;
- (xxix) date of transfer of the Second Primary School Land;

- (xxx) date of the transfer of the Community Building Land and First Primary School and Children's Centre Land;
- (xxxi) date of receipt by the Owner of the First Primary School and Children's Centre Contract Notice;
- (xxxii) date of receipt by the Owner of the Second Primary School and Children's Centre Contract Notice;

4.12.10 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;

4.13 Specialist Older Person Housing

In relation to any Dwellings constructed pursuant to the Application reference WP/15/00481/OUT and any Sub Area forming part of the land that has the benefit of Application reference WP/15/00481/OUT only the following provisions shall apply:

- 4.13.1 prior to submission of Reserved Matters Applications in relation to each Sub Area the Owner shall submit to the Council in writing details of the SOPH Proportion the Owner proposes for that Sub Area which shall be accompanied by supporting evidence and information relating to site suitability for Specialist Older Person Housing, the current need for the types of Specialist Older Person Housing the Owner proposes for that Sub Area as evidenced by the most current published strategic market housing assessment and viability evidence (where appropriate) which justifies the proportion of Specialist Older Person Housing for that Sub Area PROVIDED THAT the SOPH Proportion shall comply with adopted policy in force at the time of submission which addresses Specialist Older Person Housing; and
- 4.13.2 prior to submission of Reserved Matters Applications in relation to each Sub Area the Owner shall have first obtained the Council's approval in writing to the proposed SOPH Proportion for the Sub Area as submitted pursuant to clause 4.13.1 above; and
- 4.13.3 when submitting any Reserved Matters Application pursuant Application reference WP/15/00481/OUT for a Sub Area the Owner shall ensure that a proportion of all Dwellings within the Sub Area are identified and will be Provided as Specialist Older Person Housing and shall accord with the approved SOPH Proportion AND SUBJECT ALWAYS THAT the Council shall be entitled to lawfully refuse a Reserved Matters Application that does not provide for Specialist Older Person Housing and/or does not provide the approved SOPH Proportion of Specialist Older Person Housing;

4.14 Viability Reassessments

- 4.14.1 the Owners shall undertake a viability reassessment in accordance with the Viability Reassessment Template in July 2017 and every three (3) years thereafter and shall submit each such viability assessment to the Council for approval (such approval not to be unreasonably withheld or delayed) no later than the end of July in each year that the viability assessment is to be undertaken pursuant to this clause;

- 4.14.2 no further Sub Phase Reserved Matter approvals shall be submitted nor approved from 30 June 2017 until such time as an updated viability reassessment has been undertaken submitted to and approved by Council (such approval not to be unreasonable withheld or delayed) and thereafter no further Sub Phase Reserved Matters approvals shall be submitted nor approval from 30 June in the year that a viability reassessment falls due to be undertaken pursuant to clause 1 above until such time as the relevant updated viability reassessment has been undertaken submitted to and approved by Council (such approval not to be unreasonable withheld or delayed);
- 4.14.3 each viability reassessment shall be provided in writing to the Council and shall be subject to audit by an appropriately qualified individual specialising in financial audits appointed by the Council and the Owner shall pay the costs of the appointment of the appropriately qualified individual specialising in financial audits;
- 4.14.4 if the Council or their individual specialising in financial audits determines additional information is necessary for their understanding and assessment of any of the figures used in or to generate information figures or data set out in or supporting the viability reassessment provided by the Owner then the Owner shall promptly submit such additional information to the Council and pay any additional costs incurred by the qualified individual appointed by the Council in reviewing the additional information.

5. AGREEMENT STRUCTURE

- 5.1 The Council and the County Council (in its capacity as local planning authority) hereby agree to release the parties to the 2008 S.106 Agreement from any further requirement of compliance by the parties for any covenants restrictions or obligations contained in the 2008 S.106 Agreement from the date of this Agreement.
- 5.2 The Reserved Matters Approvals (Implemented) and Reserved Matters Approvals (Unimplemented) duly approved pursuant to the 2008 Planning Permission may continue to be implemented and the authorised works completed but the Owner and the Guarantor hereby covenant not to submit any further reserved matters applications to the Council pursuant to the 2008 Planning Permission from the date of this Agreement.
- 5.3 The Owner and the Guarantor covenant with and warrant to the Council that they have not as at the date of this Agreement implemented the Reserved Matters Approvals (Unimplemented).
- 5.4 Any contributions already paid by the Owner to the Council or the County Council under the provisions of the 2008 S.106 Agreement shall be acknowledged by the parties to this Agreement and shall be deemed to have been paid to comply in whole or in part with the relevant obligation in this Agreement and the Owner shall not be required to pay any contribution more than once AND for the avoidance of doubt the parties to this Agreement agree that the following table sets out an accurate record of the contributions that have as at the date of this Agreement been paid pursuant to the 2008 S.106 Agreement and which provisions of this Agreement those payments will be deemed to have discharged in whole or part:

Provision of 2008 S.106 Agreement	Quantum of Contribution Paid Pursuant to 2008 S.106 Agreement	Corresponding Relevant Provision of this Agreement	Outstanding Quantum of Contribution remaining to be paid under this Agreement
Clause 4.7.6 - Affordable Housing Commuted Sum	Nil	Clause 4.7.3 - Affordable Housing Commuted Sum	Sum to be paid in lieu of Affordable Housing provision
Clause 4.13.2 – CCTV Contribution	Nil	Clause 4.12.2 - CCTV Contribution	£250,000.00
Clause 4.4.4 - Children's Centre Sum (inc first nursery)	Nil	Clause 4.4.4 - Children's Centre Sum (inc first nursery)	£1,750,000.00
Clause 4.4.4 – Community Building Sum	Nil	Clause 4.4.4 - Community Building Sum	£1,225,000.00
Clause 4.6.7 – Community Trust Sum	Nil	Clause 4.6.7 - Community Trust Sum	£50.00 per General Dwelling
Clause 4.4.4 - First Primary School Sum	Nil	Clause 4.4.4 - First Primary School Sum	£5,927,000.00
Clause 4.13.1 – Footpath Contribution Sum	Nil	Clause 4.12.1 - Footpath Contribution Sum	£75,000.00
Clause 4.2 - Highway Infrastructure and Sustainable Transport Sum	Nil	Clause 4.2 - Highway Infrastructure and Sustainable Transport Sum	£6,287,500.00
Clause 4.5 - Ise Valley Park Visitor Centre Sum	Nil	Clause 4.5 - Ise Valley Park Visitor Centre Sum	£50,000.00

Provision of 2008 S.106 Agreement	Quantum of Contribution Paid Pursuant to 2008 S.106 Agreement	Corresponding Relevant Provision of this Agreement	Outstanding Quantum of Contribution remaining to be paid under this Agreement
Clause 4.1.9 - Mill Road Bridge Sum	Nil	Clause 4.1.3 - Mill Road Bridge Sum	£20,000.00
Clause 4.1.5 - Mill Road Works Sum	Nil	Clause 4.1.2 - Mill Road Works Sum	£50,000.00
Clause 4.4.8 - STACT Sum	Nil	Clause 4.4.8 - STACT Sum	£50,000.00
Clause 4.4.6 - School Transport Sum	Nil	Clause 4.4.6 - School Transport Sum	£35,000.00
Clause 4.4.7 - Secondary Education Sum	Nil	Clause 4.4.7 - Secondary Education Sum	£3,624,452.00
Clause 4.6.4 - Secondary Local Centre Community Hall Sum	Nil	Clause 4.6.4 - Secondary Local Centre Community Hall Sum	£125,000.00
Clause 4.4.5 - Second Primary School Sum & Second Nursery Sum	Nil	Clause 4.4.5 - Second Primary School Sum & Second Nursery Sum	£7,952,679.00 & £200,000.00
Clause 4.1.3 -Town Link Sum	Nil	Clause 4.1.1 - Town Link Sum	£250,000.00

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 PROVIDED THAT this may include passing any Sum to the County Council (in its capacity as local highway authority and/or local education authority) in order that the County Council provides the relevant works or equivalent as described in the relevant purpose for which that Sum was paid PROVIDED FURTHER THAT the Council shall only release such Sums to the County Council on receipt of suitable evidence of policy or contractual commitment for delivery of the works or equivalent as described in the relevant purpose;
- 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 10 to repay the same within one calendar month of a written demand for repayment made after the end of the period specified in Schedule 10 to the person by whom it was paid PROVIDED THAT for the avoidance of doubt where the Council has passed any Sum to the County Council as referred to in sub-clause 6.2 above then such Sum shall be deemed to have been expended for the purpose of this sub-clause 6.3;
- 6.4 from the September following Occupation of the 300th Dwelling or September 2019 whichever is later to require its nominee the County Council 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;
- 6.5 to use Reasonable Endeavours to ensure that the First Primary School is made available by its nominee the County Council to pupils by September 2019 or the September following the 300th Occupation whichever is the later.

7. PROPERTY PROVISIONS

- 7.1 On the Completion Date to be ascertained pursuant to the provisions of sub-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 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 sub-clause 4.5.2(ii)(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 Council or its nominee the County Council shall be bound to take a transfer of and the relevant Owner(s) shall be bound to transfer to the Council or its nominee the County Council the 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 its nominee has been triggered the Relevant Owner and the Relevant Council as applicable shall act in accordance with the following timetable:
- 7.2.1 the Council Property shall be Identified in accordance with sub-clause 7.5;

7.2.2 within two (2) weeks following the service of a notice pursuant to sub-clause 7.5.3(i) by the Council or its nominee the 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(iii) 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 its nominee the County Council as applicable the Council Property;

7.2.3 The Completion Date for completion of the transfer of the Council Property shall be six (6) weeks after the service of the notice in accordance with sub-clause 7.2.2. If:

- (i) deduction of title shows something on the title which was not on the title deduced to the Council prior to the Date; and
- (ii) the Council or its nominee (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 sub-clause 7.5.

7.3 During the six (6) 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 two (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 five (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 sub-clause 7.4:
- (i) 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 twenty eight (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 twenty eight (28) days of service of the acceptance notice on the Relevant Owner, following such meeting the Relevant Council will serve notice within fourteen (14) days of the meeting on the Relevant Owner stating whether the Proposed Site and the Proposed Site Plan are acceptable;
 - (ii) 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 twenty (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 twenty eight (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 sub-clause 7.5.3(i);

- (iii) in relation to this sub-clause 7.5 only failure by the Relevant Council to respond within the timescales set out in this sub-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 sub-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 sub-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 sub-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 Owner 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 six (6) months of the date the relevant dispute first arose then at the expiry of that period of six (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 ten (10) 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 to 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 to 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 sub-clause 8.2.
- 8.3 The Expert shall act as an expert and not as an arbitrator.
- 8.4 The parties shall, within twenty (20) 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 thirty (30) 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 sub-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 twenty eight (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 twenty eight (28) days of any dispute or difference referred to in sub-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 thirty (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. **NOTICES**

All notices requests demands or other written communications to or upon the respective parties hereto pursuant to this Agreement shall be deemed to have been properly given or made if despatched by first class letter to the party to which such notice request demand or other written communication is to be given or made under this Agreement 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 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 Assistant Director – Environment and Planning
Northamptonshire County Council
PO Box 104
County Hall
Northampton
NN1 5AW

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~~

17th floor
125 Old Broad Street
London
EC2N 1AR

SE

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 and addressee as may be notified from time to time. If to the Third Owner:

Attention: c/o Director of Finance
Northamptonshire County Council
PO Box 104
County Hall
Northampton
NN1 5AW

or such attention as the County Council may notify to the other parties from time to time. If to the Fourth Owner:

Attention: The Group Company Secretary
Network Rail Infrastructure Limited
40 ~~Melton Street~~ *1 Gresham Street*
London
NW1 2EE *2DN*

or such address and addressee as may be notified from time to time. If to the Fifth Owner:

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

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

10. FIFTH OWNER'S AND GUARANTOR'S COVENANTS

- 10.1 The Fifth Owner covenants with the Council in relation to the obligations contained in clauses 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 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, 4.5.9, 4.6.4(iii), 4.6.7, 4.7.3(iv)(c), 4.7.3(iv)(d), 4.10.1, 4.10.2, 4.10.4, 4.12.1, 4.12.2 and 4.12.7 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 Fifth Owner will pay the appropriate sum to the Relevant Council and this covenant will bind the Fifth 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 sub-clause 11.4).
- 10.2 The Guarantor covenants with the Council that the Fifth Owner will duly observe and perform the covenants entered into by the Fifth 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 Fifth Owner shall default in any respect the Guarantor will on demand fully observe and perform the same and will indemnify the Council against all claims costs and damages which they necessarily incur as a direct consequence of the failure by the Fifth Owner to observe and perform the same.
- 10.3 The 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 Fifth Owner contained in this Agreement nor any variation of the terms of this agreement shall release the Guarantor from its liability under this Agreement.

- 10.4 Notwithstanding the provisions of sub-clause 10.1 it is agreed that the Fifth Owner and the Guarantor shall be capable of being released in whole or in part from obligations contained within this Agreement if the Council or its nominee the 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.
- 10.5 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.
11. **CHARGE**
- 11.1 The Chargee acknowledges and declares that this Agreement has been entered into by the Fifth Owner with their consent and that its interest in the part of the Land registered under title NN217128 is bound by the obligations contained in this Deed to the intent that the security of the Chargee over such land shall take effect subject to this Agreement.
- 11.2 It is hereby declared that the Chargee shall not be personally liable to comply with the obligations in this Agreement unless it takes possession of such land or any part of it.
12. **COUNTERPARTS**
- 12.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one Agreement.
- 12.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

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 (2.056 hectares) including playing field;
 - 2.2 multi-functional community centre including a community hall, police office, multi-faith room, childcare centre, community trust office and storage;
 - 2.3 Primary Health Care Centre (being a Primary Health Care Site of 0.4 hectares) including parking;
 - 2.4 supermarket (the building having a gross floor area of 1,000 square metres but which may include additional land for future expansion subject to securing necessary planning permissions for any such expansion);
 - 2.5 a minimum of 4 (four) Convenience Retail Units (having a combined gross floor area of up to 1,000 square metres);
 - 2.6 A3 food and drink units (having a combined gross floor area of 500 square metres);
 - 2.7 bus facilities and car and cycle parking; and
 - 2.8 urban square.

SECONDARY LOCAL CENTRE

3. 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:
 - 3.1 Second Primary School (Approximately 2.40 hectares) including Second Nursery;
 - 3.2 Community Hall (approximately 400 square metres);
 - 3.3 Convenience Retail Units (having a combined gross floor area of up to 250 square metres);
 - 3.4 Urban Square; and
 - 3.5 Bus facilities and car and cycle parking.

FIRST PRIMARY SCHOOL AND CHILDREN'S CENTRE

Site area of 2.056 hectares comprising:

1. Playing fields;

2. Playgrounds;
3. Staff & visitor parking;
4. Hard Landscape;
5. Soft Landscape;
6. Outdoor Covered Play;
7. School Buildings;
8. Childrens Centre Buildings;

School Buildings - Total area 2,000 - 2,500 square metres including:

1. Classrooms;
2. Hall;
3. Studio;
4. Library;
5. Administrative and Ancillary facilities;

Children's Centre Buildings - total area 600 – 850 square metres including:

1. Teaching/care facilities for children aged 2 – 5 years;
2. Meeting/Training rooms;
3. Kitchen facilities;
4. Administrative and Ancillary facilities.

SCHEDULE 3

CONSENTS

DRAFT
BOROUGH COUNCIL OF WELLINGBOROUGH
Council Offices, Swanspool House, Doddington Road, Wellingborough NN8 1BP

Town and Country Planning Act 1990
Planning and Compulsory Purchase Act 2004

OUTLINE PLANNING PERMISSION

Name and address of agent:

**Mr Mark Rose
Define Planning & Design Limited
Unit 6
133-137 Newhall Street
Birmingham
West Midlands (Met County)
B3 1SF**

Name and address of applicant:

**C/o Paul Boatman - Projects Director
Bovis Homes Limited
Bromwich Court
Highway Point
Gorsey Lane
Coleshill
Warwickshire**

Part I – Particulars of application

**Date Valid:
27 July 2015**

**Application Number:
WP/15/00481/OUT**

Location:

**Land off Irthlingborough Road, Wellingborough and within parish of Finedon,
Wellingborough, Northamptonshire**

Description:

Outline application with all matters reserved for the development of 550 dwellings (Use Class C3) in addition to 231 committed dwellings under planning permission ref: WP/2004/0600/O, extension of committed primary school to 3 Form Entry, relocation of committed burlal ground, plus formal and informal public open space including sports and children's play areas and associated infrastructure including highways, landscaping and sustainable urban drainage system

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 condition/s and reason/s:

- 1. 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 permission WP/2004/0600/O (11 January 2008) or the expiration of a period of 2 years commencing on the date upon which final approval of the details of the last reserved matter for the final phase is given by the planning authority.**

Reason: In accordance with the Planning and Compulsory Purchase Act 2004.

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.**

Reason: In accordance with the Planning and Compulsory Purchase Act 2004.

3. **Unless otherwise agreed by the local planning authority, no reserved matters application shall be submitted for development on any sub-area as identified in the 2015 Masterplan 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.**

Reason: To ensure that the development achieves the objectives set out in the 2015 Masterplan.

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.**

Reason: To ensure that the development achieves the objectives set out in the 2015 Masterplan.

5. **Each reserved matters application shall accord with the Planning Application Masterplan 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.**

Reason: To ensure reserved matter applications are in accordance with the Masterplan and relevant sub-area detailed design code/design brief.

6. **No development within the area currently within the 0.1% flood extent until such time as a scheme to demonstrate that there will be no development within the modelled 0.1% flood extent identified in the Flood Risk Assessment dated May 2015 has been submitted to, and approved in writing by, the local planning authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.**

Reason: To reduce the risk of flooding to the surrounding area, proposed development and future users.

7. No development shall commence within each sub-area until a foul water strategy for that sub-area (or the wider scheme subject to WP/2014/0600/O or WP/15/00605/VAR) until a foul water strategy has been submitted to and approved in writing by the local planning authority. No dwellings shall be occupied until the works have been carried out in accordance with the foul water strategy so approved unless otherwise approved in writing by the local planning authority.

Reason: To prevent environmental and amenity problems arising from flooding.

8. Development required to be served through the provision of temporary treatment works shall not commence until details of a scheme for the temporary treatment of foul sewage pending the availability of permanent treatment facilities has been submitted to and approved in writing by the local planning authority. Such details shall include:
- a) the capacity of the temporary treatment works, including the number of dwellings and other buildings to be served;
 - b) the siting and plant design of the works;
 - c) operational management and maintenance regime of the temporary treatment works, to include an emergency plan in case of breakdown or unexpected flows;
 - d) the commissioning of any temporary facility and its decommissioning and the reinstatement of the site thereafter, once permanent foul sewage facilities are available in accordance with condition 7;
 - e) in the event that tankering forms part of the temporary scheme, details of the siting, capacity and design of the temporary storage tanks, frequency of collection, hours of collection, and management and maintenance of the operation, to include an emergency plan in case of telemetry breakdown or unexpected flows.
- Thereafter, no part of the development shall be occupied until the approved scheme becomes operational. The temporary foul drainage facility shall be maintained in accordance with the schemes so approved.

Reason: To ensure that the foul sewage created by the development is treated in an environmentally sustainable manner until completion of wastewater infrastructure improvements within the catchment of Broadholme Water Recycling Centre.

9. The number of dwellings and other buildings occupied on the development shall not exceed the number approved under Condition 8 (a) until permanent facilities for the treatment of foul sewage are operational in accordance with the scheme approved pursuant to condition 7.

Reason: To ensure that the foul sewage created by the development is appropriately treated having regard to the capacity of the temporary treatment works.

10. No development shall commence within each sub-area until a scheme for that sub-area (or the wider scheme subject to WP/2014/0600/O or WP/15/00605/VAR) has:
- a) Where identified as necessary by the Environmental Statement (dated August 2004/5 and 2015 ES Update) 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

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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 and 2015 ES Update 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.

Reason: To ensure that the development, site investigations and remediation will not cause any risk to human health or pollution of surface and ground waters.

11. No drainage works shall commence until a surface water management strategy has been submitted to and approved in writing by the local planning authority. No hard-standing areas to be constructed until the works have been carried out in accordance with the surface water strategy so approved unless otherwise agreed in writing by the local planning authority.

Reason: To prevent environmental and amenity problems arising from flooding.

12. No development shall take place within each sub area until the applicant, or their agents or successors in title has secured the implementation of a programme of archaeological work for the unquarried areas indicated in the Archaeology Desk Based Assessment (dated 23rd July 2015) in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the local planning authority.

Reason: To ensure that features of archaeological interest are properly examined and recorded, in accordance with National Planning Policy Framework paragraph 141.

13. This consent is based on drawings DE026_006A, received 29 July 2015 and Masterplan Plan Update (Design and Access Statement) Rev B.

Reason: To ensure that the development is carried out in accordance with the approved plans.

14. Development that would affect badger sett, movement corridors and foraging areas identified in the Ecology Appraisal dated June 2015 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.

Reason: To protect wildlife.

15. Prior to the occupation of the 500th dwelling within the permitted development alone or in combination with the additional residential development (subject to WP/15/00481/OUT), a habitat and access management plan for the area of Nene Valley SPA site within and adjacent to the application site shall be submitted to and approved in writing by the local planning authority, and implemented in accordance with the approved details.

Reason: 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.

16. In the locations identified as necessary in the Noise Assessment dated June 2015 development of sub-areas shall not commence until a scheme for noise mitigation measures to protect occupiers of the proposed dwellings from the access roads for wider scheme (subject to WP/2014/0600/O or WP/15/00605/VAR) 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.

Reason: To protect the residential amenities of neighbouring properties from noise in accordance with policy 13 (l) of the North Northamptonshire Core Spatial Strategy and emerging policy 1 of the Joint Core Strategy.

17. A Construction Management plan for each sub-area (or as part of the wider scheme subject to WP/2014/0600/O or WP/15/00605/VAR) shall be submitted and approved in writing by the local planning authority prior to the construction of that sub-area.

Reason: In the interest of highway safety in accordance with policy 13 (n) of the North Northamptonshire Core Spatial Strategy and emerging policy 1 of the Joint Core Strategy.

18. Prior to the implementation of each sub area of development details of the strategy for the provision of underground utility services within the sub area of development shall be submitted to and approved by the local planning authority.

Reason: To ensure a coordinated approach to infrastructure provision and to protect the environment in accordance with policy 6 of the North Northamptonshire Core Spatial Strategy and emerging policy 10 of the Joint Core Strategy.

19. The following highway works shall be implemented in accordance with the approved details prior to the identified triggers that relate to the approved development individually or in combination with the wider scheme subject to WP/14/00600/O or WP/15/00605/VAR.

<u>Location</u>	<u>Drg Ref</u>	<u>Rev</u>	<u>Trigger</u>
B571/Ditchford Road	A090278-004	-	Prior to 300 occupations
A45/A5001	A090278-003	-	Prior to 1200 occupations
Finedon Road/Rixon Lodge	A090278-002	-	Prior to 300 occupations
Sanders Lodge, Rushden	4808/J32/001	C	Prior to 1462 occupations
The Embankment/Access Road 2	6117071/R2/J3	J	Prior to 724 occupations
Elsden Road/Midland Road/Senwick Road	6117071/R4/J1	N	Prior to 300 occupations

London Road/A509/Turnells Mill Road/The Embankment 6117071/R2/J2 M
Prior to 724 occupations
A45/Turnell Mill Road 6117071/R2/J1 M Prior to 724 occupations
London Road/Gypsy Lane 4808/J25/001 A Prior to 397 occupations

Reason: To ensure the development does not increase flood risk in accordance with policy 13 (q) of the North Northamptonshire Core Spatial Strategy and emerging policy 5 of the Joint Core Strategy.

20. Prior to the implementation of each sub-area of development details of the construction traffic routing and access will be submitted to and approved by the local planning authority in consultation with the highway authority and highways agency. The development of that phase will take place in accordance with the approved details.

Reason: In the interest of highway safety in accordance with policy 13 (n) of the North Northamptonshire Core Spatial Strategy and emerging policy 1 of the Joint Core Strategy.

21. Prior to the occupation of the 1,973rd dwelling within the approved development individually or in combination with the wider scheme subject to WP/2014/0600/O or WP/15/00605/VAR, temporary bus turning facilities at the Midland Road railway station and at the Neighbourhood Centre shall be provided in accordance with details (including the timescale for their removal) to be submitted to and approved by the local planning authority.

Reason: To ensure that adequate public transport facilities are provided for future residents of the site in accordance with policies 3 and 13 (e) of the North Northamptonshire Core Spatial Strategy and emerging policy 16 of the Joint Core Strategy.

22. Prior to the occupation of the development in each sub-area bus stops, shelters and associated facilities shall be provided in accordance with details to be submitted and approved by the local planning authority in consultation with the highways authority.

Reason: To ensure that adequate public transport facilities are provided for future residents of the site in accordance with policies 3 and 13 (e) of the North Northamptonshire Core Spatial Strategy and emerging policy 16 of the Joint Core Strategy.

23. No development shall be occupied until a detailed Travel Plan for the approved development or the wider scheme subject to WP/2014/0600/O or WP/15/00605/VAR has been submitted to and agreed by the local planning authority in consultation with the highways authority and highways agency. The mitigation measures identified in the Travel Plan shall be implemented in accordance with the approved details.

Reason: In order to facilitate the use of sustainable modes of transport in accordance with policy 13 (e) of the North Northamptonshire Core Spatial Strategy and emerging policy 16 of the Joint Core Strategy.

24. The design of all dwellings should meet the National Space Standards. Details should be submitted to and approved by the local planning authority as part of the Reserved Matters submissions required by condition 2. The development will be implemented in accordance with the approved details.

Reason: To comply with the nationally described space standard in accordance with policy 15 of the North Northamptonshire Core Spatial Strategy and emerging policy 30 of the Joint Core Strategy.

25. The design of all dwellings should as a minimum meet Category 2 of the National Accessibility Standards. 4% of the affordable housing provided should meet Category 3 of the National Accessibility Standards. Details should be submitted to and approved by the local planning authority as part of the Reserved Matters submissions required by condition 2. The development will be implemented in accordance with the approved details.

Reason: In accordance with policy 15 of the North Northamptonshire Core Spatial Strategy and emerging policy 30 of the Joint Core Strategy.

INFORMATIVE/S:

1. In accordance with the provisions in the Town and Country Planning (Development Management Procedure) (England) Order 2015 and pursuant to paragraphs 186 and 187 of the National Planning Policy Framework, where possible and feasible, either through discussions, negotiations or in the consideration and assessment of this application and the accompanying proposals, the council as the local planning authority endeavoured to work with the applicant/developer in a positive and proactive way to ensure that the approved development is consistent with the relevant provisions in the framework.

2. A preliminary risk assessment should be undertaken to assess the potential risk posed to controlled waters from past use of the site. Any assessment should be done in accordance with CLR11 'Model Procedures for the Management of Land Contamination'.

It is important that remediation works, if any, are verified as completed to agreed standards to ensure that controlled waters are suitably protected. If no contamination, or low gas risk and that the risks are acceptable, then works to comply with condition 7 will not be required.

SUBJECT TO LEGAL AGREEMENT

Decision Date:

Signed:

Julie Thomas

Head of Planning and Local Development

Officer Ref: EB

NOTE: This notice relates only to planning permission and does not include or imply consent under the Building Regulations or any other legislation for which a separate application may be required.

RIGHT OF APPEAL:

Your attention is drawn to the following notes which explain how to submit an appeal should you be aggrieved by the above decision.

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or the grant of permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment, in accordance with Sections 78 and 79 of the Town and Country Planning Act 1990 or Sections 20 and 21 of the Planning (Listed Buildings and Conservation Areas) Act 1990, within 6 months of the date of this notice. However, where an enforcement notice has been served on the same, or substantially the same, development as in the application within 2 years of the date the application was made, the period for receiving an appeal is within **28 days** of the date of the decision notice or of the date by which the local planning authority should have decided the application. Where an enforcement notice was served after the decision notice was issued or after the end of the period the local planning authority had to determine the application, the period for receiving the appeal is within **28 days** of the date the enforcement notice was served (unless this extends the normal 6 months or 12 week deadline) (Appeals must be made on a form which is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN). The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them having regard to the statutory requirements, to the provisions of the development order, and to any direction given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him.
2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of responsibly beneficial use by carrying out of any development which has been or would be permitted he may serve on the Council of the district in which the land is situated a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990 or Chapter III of the Planning (Listed Buildings and Conservation Areas) Act 1990.
3. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990 or Section 27 of the Planning (Listed Buildings and Conservation Areas) Act.

DRAFT
BOROUGH COUNCIL OF WELLINGBOROUGH
Council Offices, Swanspool House, Doddington Road, Wellingborough NN8 1BP

Town and Country Planning Act 1990
Planning and Compulsory Purchase Act 2004
Town and Country Planning (Development Management Procedure) (England)
Order 2015

VARIATION OF PLANNING PERMISSION

Name and address of agent:

Mr Mark Rose
Define Planning & Design Limited
Unit 6
133-137 Newhall Street
Birmingham
West Midlands (Met County)
B3 1SF

Name and address of applicant:

Refer to Schedule of Applicants
C/o Agent

Part I – Particulars of application

Date valid
25 September 2015

Application Number
WP/15/00605/VAR

Location

Land between Finedon Road & The Railway, Neilson's Sidings & land north of Finedon Road (Bovis), Finedon Road, Wellingborough, Northamptonshire

Description

Section 73 application for the variation/removal of conditions 5 (reserved matters link to masterplan), 7 (development in accordance with stated plans), 8 (development in accordance with ES), 9 (max development parameters), 10 (phasing), 15 (highways works & phasing), 16 (travel plan phasing), 25, 26, 28, 31, 32 and 34 (ecology mitigation), 27 (compensation areas), 35 (structure landscape strategy), 38 (landscape mitigation), 42 and 44 (noise mitigation), 45 (kennels) and 49 (construction management plan) of planning permission ref: WP/2004/0600 - Mixed use development including 87ha 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.

PART II – Particulars of decision

Under the provisions of the Town and Country Planning Act 1990 The Borough Council of Wellingborough hereby **GRANT PERMISSION TO VARY A CONDITIONAL PLANNING PERMISSION** 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 condition/s and reason/s:

1. The application(s) for reserved matters 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: (a) The expiration of a period of 7 years commencing on the date of this permission; and
(b) 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.

Reason: In accordance with the Planning and Compulsory Purchase Act 2004.

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.

Reason: In accordance with the Planning and Compulsory Purchase Act 2004.

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.

Reason: To ensure that the development achieves the objectives set out in the Masterplan.

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.

Reason: To ensure that the development achieves the objectives set out in the 2015 Masterplan.

5. Each reserved matters application shall accord with the Planning Application Masterplan 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.

Reason: To ensure reserved matter applications are in accordance with the Masterplan and relevant sub-area detailed design code/design brief.

6. Development of Routes 2 and 7 (as shown on the following drawings: Route 2 611071/R2/01M, 02L and 12H and 47069875/3036/006; and Route 7:

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611071/R7/01M, 02L, 03L, 06H, 25G) will not commence until the applicable floodplain and ecology compensation areas proposed within the Nene Valley and detailed in the Environmental Statement dated August 2004/2005 and 2015 Environmental Statement Supplement are provided (the subject of planning application ref WP/2005/0720/F and WP/14/00801/TX).

Reason: 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. No development authorised by this permission shall take place unless in accordance with the Masterplan Report update, 2015 Masterplan (drawing ref DE026_001 G), (except in respect of the street layout), the parameters set out in the Environmental Statement (August 2004/05 and the ES Statement update 2015), Transport Assessment (2015) (including the Travel Plan) approved highway access drawings and/or any subsequent amendments approved by the local planning authority.

Reason: 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. 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 the ES Supplement 2015 and which the Council considers may require further or additional mitigation measures.

Reason: 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 total development hereby approved shall not exceed (in combination with that approved in WP/15/00481/OUT) the following parameters as set out in detail in 2015 Masterplan (DE026_001 G), 2015 Masterplan Report and 2015 Environmental Statement Supplement: 3,650 dwellings; 9ha of B8 development providing 40,500m²; 12.81ha of B1/B2 development providing 51,240m²; 19.05ha of B1 development providing 90,432m²; In the Neighbourhood centre A1 Supermarket unit of 1000m², other A1 units of 1000m², and A3 food and drink units of 500m²; In the Ise and Nene Local Centres 250m² 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) (Amendment) (England) Order 2015, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason: 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 the Planning Application 2015 Masterplan (DE026_001 G), may have an impact which has not been assessed by that process.

10. 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.

Reason: To ensure that the safety and free flow of traffic on the trunk road network is not prejudiced by this development.

11. Car parking serving the development shall not exceed the limits set out in the Northamptonshire County Council Parking: Supplementary Planning Guidance.

Reason: To ensure an appropriate level of car parking.

12. 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 in accordance with a timetable to be agreed with the local planning authority prior to the commencement of development.

Reason: In the interest of sustainability.

13. 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.

Reason: In the interest of sustainability.

14. The following highway works shall be implemented in accordance with the approved details prior to the identified triggers that relate to the approved development individually or in combination with the additional residential development subject to WP/15/00481/OUT

<u>Location</u>	<u>Drq Ref</u>	<u>Rev</u>	<u>Trigger</u>
B571/Ditchford Road	A090278-004	-	Prior to 300 occupations
A45/A5001	A090278-003	-	Prior to 1200 occupations
Finedon Road/Rixon Lodge	A090278-002	-	Prior to 300 occupations
Sanders Lodge, Rushden	4808/J32/001	C	Prior to 1462 occupations
The Embankment/Access Road 2	6117071/R2/J3	J	Prior to 724 occupations
Elsden Road/Midland Road/Senwick Road	6117071/R4/J1	N	Prior to 300 occupations

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London Road/A509/Turnells Mill Road/The Embankment 6117071/R2/J2 M
Prior to 724 occupations
A45/Turnell Mill Road 6117071/R2/J1 M Prior to 724 occupations
London Road/Gypsy Lane 4808/J25/001 A Prior to 397 occupations

Reason: To ensure the development does not increase flood risk.

15. A detailed Travel Plan will be submitted to and agreed by the local planning authority in consultation with the Highways Authority and Highways Agency, and the mitigation measures identified in the Travel Plan implemented prior to the occupation of the residential development.

Reason: To ensure that the safety and free flow of traffic on the trunk road network is not prejudiced by this development.

16. 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 flood zones 2 and 3 commences and the development shall thereafter be carried out only in accordance with it.

Reason: To ensure the development does not increase flood risk.

17. 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 relevant access route construction commencing.

Reason: To ensure the development does not increase flood risk.

18. 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.

Reason: To ensure the development does not increase flood risk and to inform the terms of the Section 106 agreement.

19. 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.

Reason: To ensure the development does not increase flood risk and to inform the terms of the Section 106 agreement.

WP/15/00605/VAR

20. 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.

Reason: To reduce flood risk and for the avoidance of doubt.

21. 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.

Reason: To ensure that the development, site investigations and remediation will not cause any risk to human health or pollution of surface and ground waters.

22. 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.

Reason: To ensure the sustainable use of soils including contaminated soils on the site.

23. 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 and the 2015 Environmental Statement Supplement in accordance with a timetable to be agreed with the local planning authority.

Reason: To ensure that the development achieves the objectives set out in the environmental statement.

24. 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 and the 2015 Environmental Statement Supplement 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.

Reason: To optimise the opportunities for appropriate habitat creation and species migration from affected site areas.

25. 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 and the 2015 Environmental Statement Supplement 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 flood compensation areas related to Route 2 as well as the ecology compensation areas related to Route 2 as identified in the 2015 Masterplan (drawing ref DE026_001G). The ecology management plan and development shall thereafter be implemented in accordance with the approved details.

Reason: To optimise the opportunities for appropriate habitat creation and species migration from affected site areas.

26. 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 Special Protection Area (SPA)/SSSI and related compensatory habitat in accordance with the principles set out in the Environmental Statement dated August 2004/05 and the 2015 Environmental Statement Supplement 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.

Reason: To optimise the opportunities for appropriate habitat creation and species migration from affected site areas.

27. Prior to the occupation of the 500th dwelling within the permitted development alone or in combination with the additional residential development (subject to WP/15/00481/OUT), a habitat and access management plan for the area of Nene Valley SPA site within and adjacent to the application site shall be submitted to and approved in writing by the local planning authority, and implemented in accordance with the approved details.

Reason: 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.

28. Construction on routes 2 and 7 within the SPA shall not take place between the months of November to February inclusive unless otherwise agreed in writing with the local planning authority.

Reason: 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.

29. 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 and the 2015 Environmental Statement Supplement) 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.

Reason: To ensure the safe egress of otters and badgers during high flow periods and to avoid their contact with vehicular traffic.

30. Development that would affect badger sett, movement corridors and foraging areas identified in the Environmental Statement dated August 2004/05 and 2015 Environmental Statement Supplement 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.

Reason: To protect wildlife.

31. Existing vegetation with the potential to accommodate birds will only be removed outside of the bird breeding season (March to August), unless otherwise agreed in writing 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 are fledged and the nest is no longer in use.

Reason: To protect wildlife.

32. 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 and the 2015 Environmental Statement Supplement has been submitted to and approved in writing by the local planning authority. Removal shall thereafter be in accordance with the approved scheme.

Reason: To protect wildlife.

33. The structure landscape scheme will be provided in accordance with the Structure Landscape Implementation Strategy (August 2005) submitted with

the Environmental Statement dated August 2004/5 and the 2015 Environmental Statement Supplement. The schemes will be implemented in the first planting season following the beginning of the relevant development phase or provision of the infrastructure element.

Reason: To enhance the appearance of the proposed development.

34. 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.

Reason: To protect existing landscape features.

35. 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 authority. 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.

Reason: To enhance the appearance of the proposed development.

36. 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 and the 2015 Environmental Statement Supplement shall be submitted to and approved in writing to the local 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.

Reason: To ensure the proper future maintenance of the open spaces.

37. 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.

Reason: To ensure that failing plants are replaced within the establishment period.

38. 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.

Reason: To ensure that potential archaeological remains are recorded.

39. 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.

Reason: To enable archaeological investigation of the site.

40. Where appropriate 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 and 2015 Environmental Statement supplement to protect occupiers of the proposed dwellings from the access roads and/or rail noise 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.

Reason: In the interest of residential amenity.

41. 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.

Reason: In the interests of amenity.

42. Prior to the commencement of construction of the access routes identified in the Environmental Statement August 2004/2005 and the 2015 Environmental Statement Supplement that affect each of Greenacres Finedon Road Wellingborough and houses at Talbot 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.

Reason: In the interests of amenity.

43. 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.

Reason: For the avoidance of unnecessary light pollution.

44. 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.

Reason: To ensure a satisfactory appearance for each stage of the development.

45. 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 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.

Reason: To ensure a satisfactory appearance for each stage of the development.

46. An Action Plan and Construction Management Plan for each sub-area, access route and flood remediation works, as detailed in the Environment Statement dated August 2004/5 and the 2015 Environmental Statement Supplement, 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.

Reason: To limit the detrimental effect of demolition and construction works on adjoining residential occupiers by reason of nuisance.

- 47. 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.**

Reason: To reduce the risk of water pollution and to ensure a satisfactory means of foul water disposal.

- 48. 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.**

Reason: To prevent the increased risk of flooding.

- 49. 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.**

Reason: To reduce pollution to the water environment.

- 50. Drainage from surfaces used by vehicular traffic shall be passed through trapped gulleys 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).**

Reason: To reduce pollution to the water environment.

- 51. 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**

Reason: To ensure a coordinated approach to infrastructure provision and to protect the environment.

- 52. Prior to the implementation of each sub area of development details of the strategy for the provision of underground utility services within the sub area of development shall be submitted to and approved by the local planning authority.**

Reason: To ensure a coordinated approach to infrastructure provision and to protect the environment in accordance with policy 6 of the North

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Northamptonshire Core Spatial Strategy and emerging policy 10 of the Joint Core Strategy.

- 53. Prior to the occupation of the 1,973rd dwelling within the approved development individually or in combination with the additional residential development subject to WP/15/00481/OUT, temporary bus turning facilities at the Midland Road railway station and at the Neighbourhood Centre shall be provided in accordance with details (including the timescale for their removal) to be submitted to and approved by the local planning authority.**

Reason: To ensure that adequate public transport facilities are provided for future residents of the site in accordance with policies 3 and 13 (e) of the North Northamptonshire Core Spatial Strategy and emerging policy 16 of the Joint Core Strategy.

- 54. Prior to the occupation of the development in each sub-area bus stops, shelters and associated facilities shall be provided in accordance with the approved Bus Strategy dated June 2005.**

Reason: To ensure that adequate public transport facilities are provided for future residents of the site in accordance with policies 3 and 13 (e) of the North Northamptonshire Core Spatial Strategy and emerging policy 16 of the Joint Core Strategy.

- 55. A detailed Travel Plan will be submitted to and agreed by the local planning authority in consultation with the highways authority and highways agency, and the mitigation measures identified in the Travel Plan implemented prior to the occupation of the residential development.**

Reason: In order to facilitate the use of sustainable modes of transport in accordance with policy 13 (e) of the North Northamptonshire Core Spatial Strategy and emerging policy 16 of the Joint Core Strategy.

- 56. Prior to the occupation of any employment sub area, a site specific Travel Plan will be submitted to and agreed by the local planning authority in consultation with the highways authority and highways agency. The mitigation measures identified in the Travel Plan shall be implemented in accordance with the approved details.**

Reason: In order to facilitate the use of sustainable modes of transport in accordance with policy 13 (e) of the North Northamptonshire Core Spatial Strategy and emerging policy 16 of the Joint Core Strategy.

INFORMATIVE/S:

- 1. In accordance with the provisions in the Town and Country Planning (Development Management Procedure) (England) Order 2015 and pursuant to paragraphs 186 and 187 of the National Planning Policy Framework, where possible and feasible, either through discussions, negotiations or in the consideration and assessment of this application and the accompanying proposals, the council as the local planning authority endeavoured to work with the applicant/developer in a positive and proactive way to ensure that the approved development is consistent with the relevant provisions in the framework.**

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2. The application site falls within a Special Protection Area as designated under the Habitats Regulations 2010. Therefore, consent under the Wildlife & Countryside Act 1981 may be required for the proposed works. Further details can be obtained from naturalengland.org.uk

3. The Public Health Act 1875 Town Improvement Clauses Act 1847 at S.64. Prior to occupation of the newly created premises(s), the street numbering for this development or conversion - residential and commercial, must be agreed with the Street Naming and Numbering Officer. When issued, the number allocated must be clearly displayed on the outside of the property. Application forms for Street Naming and Numbering are available at www.wellingborough.gov.uk

4. Roads to be adopted as public highways shall be constructed to Highways Standards.

SUBJECT TO LEGAL AGREEMENT

Decision Date:

Signed:

Julie Thomas

Head of Planning and Local Development

Officer Ref: EB

NOTE: This notice relates only to planning permission and does not include or imply consent under the Building Regulations or any other legislation for which a separate application may be required.

RIGHT OF APPEAL:

Your attention is drawn to the following notes which explain how to submit an appeal should you be aggrieved by the above decision.

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or the grant of permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment, in accordance with Sections 78 and 79 of the Town and Country Planning Act 1990 or Sections 20 and 21 of the Planning (Listed Buildings and Conservation Areas) Act 1990, within 6 months of the date of this notice. However, where an enforcement notice has been served on the same, or substantially the same, development as in the application within 2 years of the date the application was made, the period for receiving an appeal is within **28 days** of the date of the decision notice or of the date by which the Local Planning Authority should have decided the application. Where an enforcement notice was served after the decision notice was issued or after the end of the period the Local Planning Authority had to determine the application, the period for receiving the appeal is within **28 days** of the date the enforcement notice was served (unless this extends the normal 6 months or 12 week deadline) (Appeals must be made on a form which is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN). The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them having regard to the statutory requirements, to the provisions of the development order, and to any direction given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him.
2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of responsibly beneficial use by carrying out of any development which has been or would be permitted he may serve on the Council of the district in which the land is situated a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990 or Chapter III of the Planning (Listed Buildings and Conservation Areas) Act
3. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990 or Section 27 of the Planning (Listed Buildings and Conservation Areas) Act.

SCHEDULE 4

COUNCIL CONTRACT PROVISIONS AND COUNTY COUNCIL CONTRACT PROVISIONS

1. DEFINITIONS

1.1 In this part of this Schedule:-

"Access Roads"	means roads and footpaths not within the curtilage of any dwelling or proposed dwelling or other building
"Completion"	means completion of the transfer of the relevant Individual Property pursuant to this part of this Schedule
"Date"	means the date of this Agreement
"Individual Property"	means the individual property being transferred being the relevant Council Property
"New Interests"	means the interests permitted by the provisions of paragraph 4 of this Schedule
"Overriding Interests"	means all unregistered interests which in accordance with the Land Registration Act 2002 will override the disposition of an estate in the Land
"Owner's Rights"	means the rights to be granted pursuant to paragraph 7 of this Schedule
"Perpetuity Period"	means the period of eighty (80) years from and including the date of the transfer of the Individual Property
"Relevant Council"	means the Council or its nominee the County Council as appropriate
"Relevant Council's Rights"	means the rights of the Relevant Council granted pursuant to paragraph 6 of this Schedule
"Relevant Owner"	means the Owner of the Individual Property at the time of transfer to the Relevant Council
"Retained Land"	means the land retained by the Relevant Owner not comprising the relevant Individual Property
"School Sites Transfers"	means the transfers of the part of the land for the First Primary School, Second Primary School and Secondary School
"Service Media"	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 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 11 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 sub-clause 8.7 and paragraph 10.1 of Schedule 4 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 1). 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); and
- 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 twenty four (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:-
- (i) 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
 - (ii) 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 twenty four (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:

(i) 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;

(ii) 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

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 sub-clause 8.7 of this Agreement.

- 10.2 Despite the foregoing provisions of this paragraph 10 but without prejudice to sub-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 twenty five (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 twenty (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 four (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 400th Dwelling or 1 September 2019 whichever is the later (or any other timescale as agreed in writing) or if the Second Primary School is not constructed and open for pupils prior to the occupation of fifteen hundred (1500) Dwellings (or any other timescale as agreed in writing); 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); or

17.1.3 the construction of the Secondary School Site has not commenced prior to 31 December 2030

then unless the reason for delay is outside the control of the Council or its nominee 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 Council nor its nominee 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 disponent 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 square meters 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 square metres 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 eight (8) hectares 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.

Four (4) hectares of sports pitches on the ridge on the eastern edge of the site including multi use games area / artificial turf pitch to be Provided prior to the Occupation of 1,450 Dwellings.

Four (4) hectares are located at the Nene Local Centre which may include a variety of sports pitches including a focal cricket pitch to be Provided prior to the Occupation of 3,200 Dwellings.

and 3.25 hectares of non pitch provision including

0.75 hectares at the Nene Valley Centre to be Provided prior to the Occupation of 3,200 Dwellings

0.2 hectares at the Ise Local Centre to be Provided prior to the Occupation of 2,800 Dwellings

2.3 hectares adjacent to the Neighbourhood Centre to be Provided prior to the Occupation of 750 Dwellings

Town Park

Extending to approximately 24 hectares in the Ise Valley south of the new Midland Road to be Provided prior to the Occupation of 1,450 Dwellings

Country Park

Extending to approximately 25.1 hectares in the Ise Valley north of the new Midland Road to be Provided prior to the Occupation of 1,450 Dwellings.

SCHEDULE 6

INDEXATION

BCIS All-in Tender Price Index - Construction Works

(Base date for indexation November 2014)

1. Children's Centre Sum (including first nursery).
 2. Community Building Sum.
 3. Secondary Local Centre Community Hall Sum.
 4. Community Trust Sum.
 5. First Primary School Sum.
 6. Second Primary School Sum.
 7. Second Nursery Sum.
 8. Footpath Contribution Sum.
 9. Mill Road Works Sum.
 10. Town Link Sum.
 11. Ise Valley Park Visitor Centre Sum.
 12. Mill Road Bridge Sum.
 13. Highway Infrastructure and Sustainable Transport Sum.
 14. CCTV Contribution.
 15. School Transport Sum.
 16. Secondary Education Sum.
 17. STACT Sum.
-

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

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 CO₂ 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 1

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 (5) years after Implementation of Development to five (5) years after substantial completion of the Development or 31st March 2031 whichever is the earlier, unless agreed otherwise by the Council and its nominee the County Council.
3. Monitor the Travel Plan at intervals of eighteen (18) months or such period as shall be agreed between the parties or agreed with the Highways England, 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 Council or its nominee the County Council in consultation with 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 Council or its nominee 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. Provide sustainable transport promotional material for inclusion in the Information Pack at no cost to the Owner.
7. Improvements to the town centre Bus Interchange Facilities.
8. Bus shelter maintenance.
9. Highway Improvements utilising the contributions shown to:-
 - 9.1 A45 / West Street Stanwick (£230,000).
 - 9.2 Niot Way / Kettering Road / Wellingborough Road / Harrowden Road (£245,000).
 - 9.3 A509 / Orlingbury Road / The Slips, Great Harrowden (£300,000).

- 9.4 Park Farm Way / Northampton Road / Wilby Way / Main Road (£112,500).
- 9.5 A14 / A509 (£400,000).
- 9.6 Elsdon Road / Midland Road / Senwick Road (£300,000).

PART 2

FURTHER HIGHWAY WORKS

- 1. Mill Road Works
- 2. Town Link Works

SCHEDULE 10

SUMS

Sum description	Sub-clause	Payment trigger (prior to)	Repayment trigger
Community Trust Sum	4.6.7	Quarterly on 1 st Occupation of Dwellings	60 months after final payment
Town Link Sum	4.1.1	Prior to the 397th occupation of Dwellings	31 March 2028 or five years after substantial completion of the Development whichever is the later
Affordable Housing Commuted Sum		By election in accordance with sub-clause 4.7.6	60 months after payment
Highway Infrastructure and Sustainable Transport Sum	4.2	10% prior to Implementation 20% prior to 1 st Occupation of Dwellings 35% prior to 1500th Occupation of Dwellings 35% prior to 3,000th Occupation of Dwellings	31 March 2028 or 5 years after substantial completion of the Development whichever is the later
First Primary School Sum	4.4.4	10% on Transfer of land (being 6 months after 1 st Occupation of Dwellings)	60 months after payment

Sum description	Sub-clause	Payment trigger (prior to)	Repayment trigger
		50% following 3 months notice of contract	60 months after payment
		the remaining 40% following 9 months notice of contract	n/a
Children's Centre Sum (inc first nursery)	4.4.4	10% on Transfer of land (being 6 months after 1st Occupation of Dwellings)	60 months after payment
		50% following 3 months notice of contract	60 months after payment
		the remaining 40% following 9 months notice of contract	n/a
Community Building Sum	4.4.4	10% on Transfer of land (being 6 months after 1st Occupation of Dwellings)	60 months after payment
		50% following 3 months notice of contract	60 months after payment
		the remaining 40% following 9 months notice of contract	n/a
Second Primary School Sum & Second Nursery Sum	4.4.5	10% on Transfer of land (being prior to 800th Occupation of Dwellings)	60 months after payment
		50% following 3 months notice of contract	60 months after payment
		the remaining 40% following 9 months notice of contract	n/a
Secondary Local	4.6.4(iii)	Prior to	60 months after

Sum description	Sub-clause	Payment trigger (prior to)	Repayment trigger
Centre Community Hall Sum		2400th Occupation of Dwellings	payment
Footpath Contribution Sum	4.12.1	Prior to 750th Occupation of Dwellings	60 months after payment
Mill Road Works Sum	4.1.2	Completion of Route 9	31 March 2028 or five years after substantial completion of the Development whichever is the later
Mill Road Bridge Sum	4.1.3	Prior to Route 9 opening to vehicular traffic	31 March 2028 or five years after substantial completion of the Development whichever is the later
School Transport Sum	4.4.6	Prior to 1st Occupation of Dwellings	31 st March 2023
Secondary Education Sum	4.4.7	50% prior to 1000th Occupation of Dwellings 50% prior to 2000th Occupation of Dwellings	60 months after final payment
STACT Sum	4.4.8	Prior to 50th Occupation of Dwellings	31 st March 2023
CCTV Contribution	4.12.2	350th Occupation of Dwellings	31 st March 2023

Sum description	Sub-clause	Payment trigger (prior to)	Repayment trigger
A6 / A510 Sum	4.1.4	300th Occupation of Dwellings	60 months after payment
Sports Facility Contribution	4.5.9	50% prior to 1000th Occupation of Dwellings 50% prior to 2000th Occupation of Dwellings	60 months after final payment
Ise Valley Park Visitors Centre Sum	4.5.5 and 4.5.6	10% prior to 100th Occupation of Dwellings 90% prior to 600th Occupation of Dwellings	60 months after final payment

SCHEDULE 11
DRAFT TRANSFER

Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

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

1	Title number(s) out of which the property is transferred: [TO BE COMPLETED AS APPROPRIATE]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: [TO BE COMPLETED AS APPROPRIATE]
3	<p>Property:</p> <p>The property is identified</p> <p><input type="checkbox"/> on the attached plan and shown:</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Use this panel for:

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

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

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): [ONE POUND £1.00]
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☐ full title guarantee
- ☐ limited title guarantee

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

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

12 Additional provisions

Definitions

12.1 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];

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Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

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

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

12.2 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.

12.3 The Property is transferred with the rights set out in clause 12.8 in favour of the Transferee and all those authorised by them.

12.4 The Property is transferred subject to the reservations set out in clause 12.9.

12.5 The Transferee covenants with the Transferor [for the benefit of the Retained Land and each and every part thereof] as set out in clause 12.10 and such covenant shall bind the whole and each part of the Property.

12.6 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.

12.7 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 by laws and regulations which may be as fully and effectually exercised by the Transferee as if the Transferee were not a party to this Transfer.

12.8 Rights granted for the benefit of the property

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 hereafter 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 hereafter 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;

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

(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 hereafter 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 6] OF SCHEDULE 4 TO THE S106 AGREEMENT TOGETHER WITH ANY OTHER RIGHTS NECESSARY FOR THE USE OF THE PROPERTY]

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

12.9 Rights reserved for the benefit of other land

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 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]

Include words of covenant.

12.10 Restrictive covenants by the transferee

(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]; and

(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

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THOSE SET OUT IN PARAGRAPH 5 OF SCHEDULE 4 TO
THE S.106 AGREEMENT]

Include words of covenant.

Restrictive covenants by the transferor

[None]

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

Other

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

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

13 Execution

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

EXECUTED as a deed by affixing the
common seal of [name of company]
in the presence of:

Signature of Director:

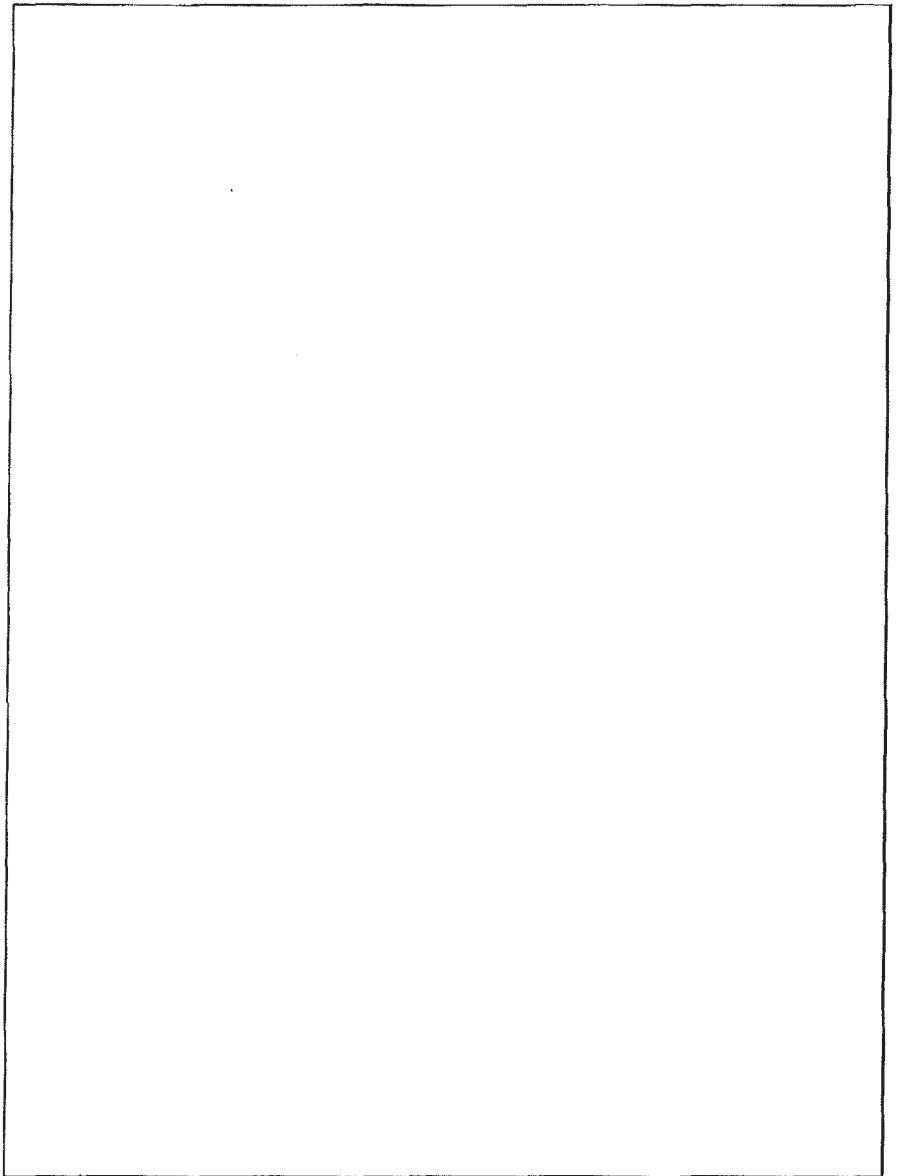
Signature of [Director][Secretary]

EXECUTED as a deed by affixing the
common seal of [name of company]
acting by two directors or a director
and its secretary:

Director:

Director/Secretary:

EXECUTED as a deed by affixing the
common seal of [name of company]
in the presence of:



WARNING

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

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

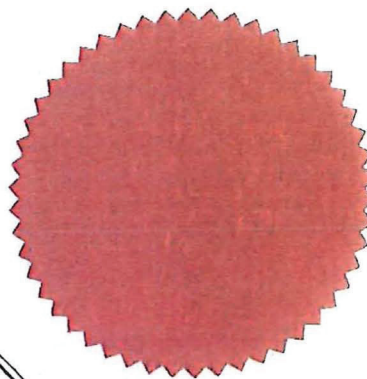
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply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

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000403

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

CHR Malloch
[Signature] *[Signature]*



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 by affixing the)
Common Seal of **B.S. PENSION FUND**)
TRUSTEE LIMITED in the presence of:

Authorised Signatory / Director

Company Secretary / Authorised Signatory /
Director

The seal of the CHANCELLOR)
MASTERS AND SCHOLARS OF)
THE UNIVERSITY OF)
CAMBRIDGE 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 affixing the common)
seal of NETWORK RAIL INFRASTRUCTURE)
LIMITED in the presence of:)

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 affixing the common)
seal of **NETWORK RAIL INFRASTRUCTURE**)
LIMITED in the presence of:)

ANNEX 1

PLAN B



000409

W. M. Watson

Plan B

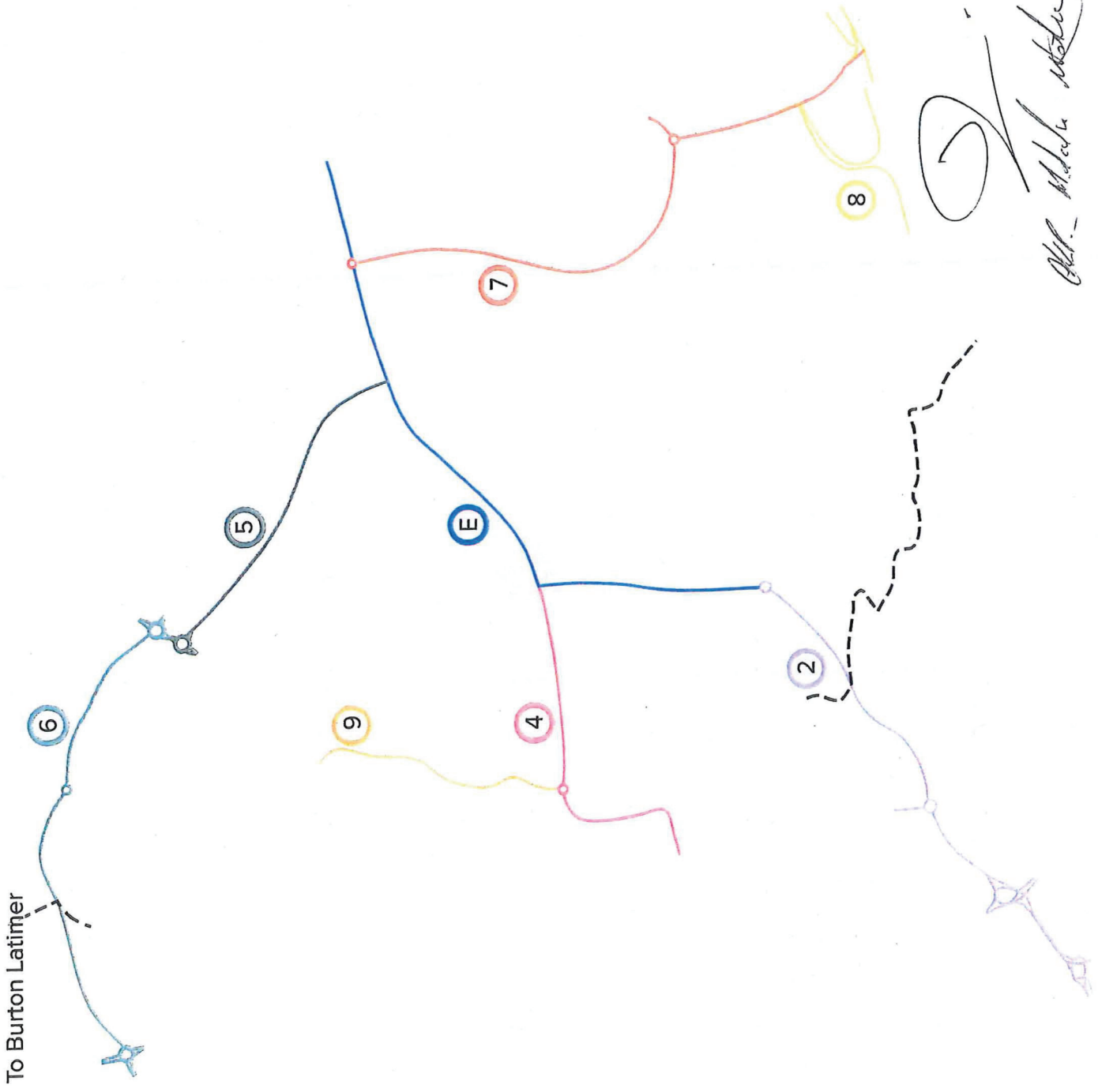
ANNEX 2

PLAN C

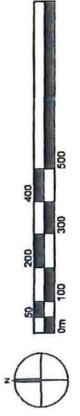
DEFINE

To Burton Latimer

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



Plan C
REV B



Handwritten signature

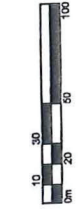
000411

ANNEX 3

PLAN D

DEFINE

Plan D



[Signature]
Mike Michael Moore

Continued on Sheet 2

Limit Of Reassigned Route

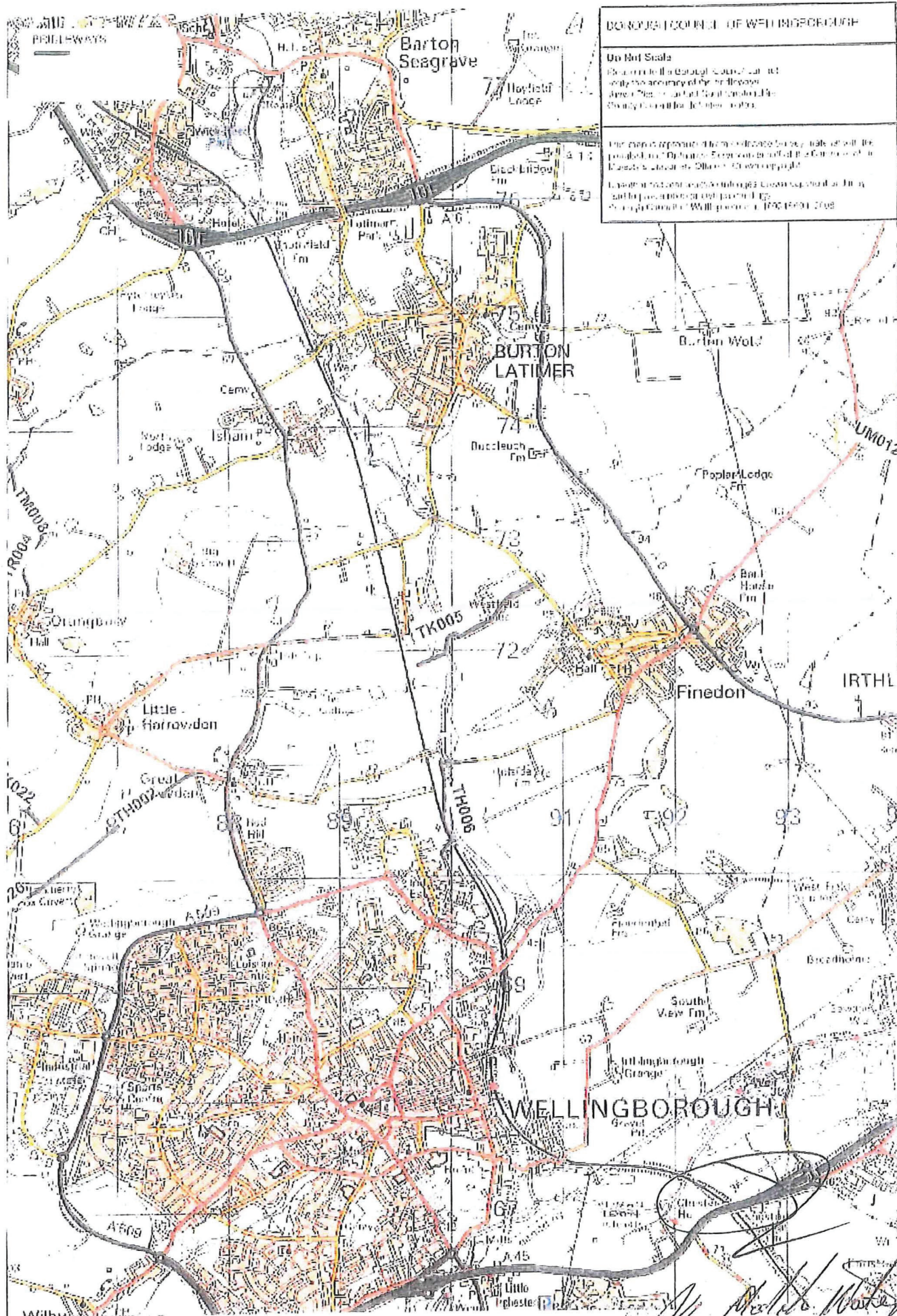
Limit Of Works

Limit Of Reassigned Route

000413

ANNEX 4

PLAN E



WELLINGBOROUGH COUNCIL OF WELLS

Do Not Scale

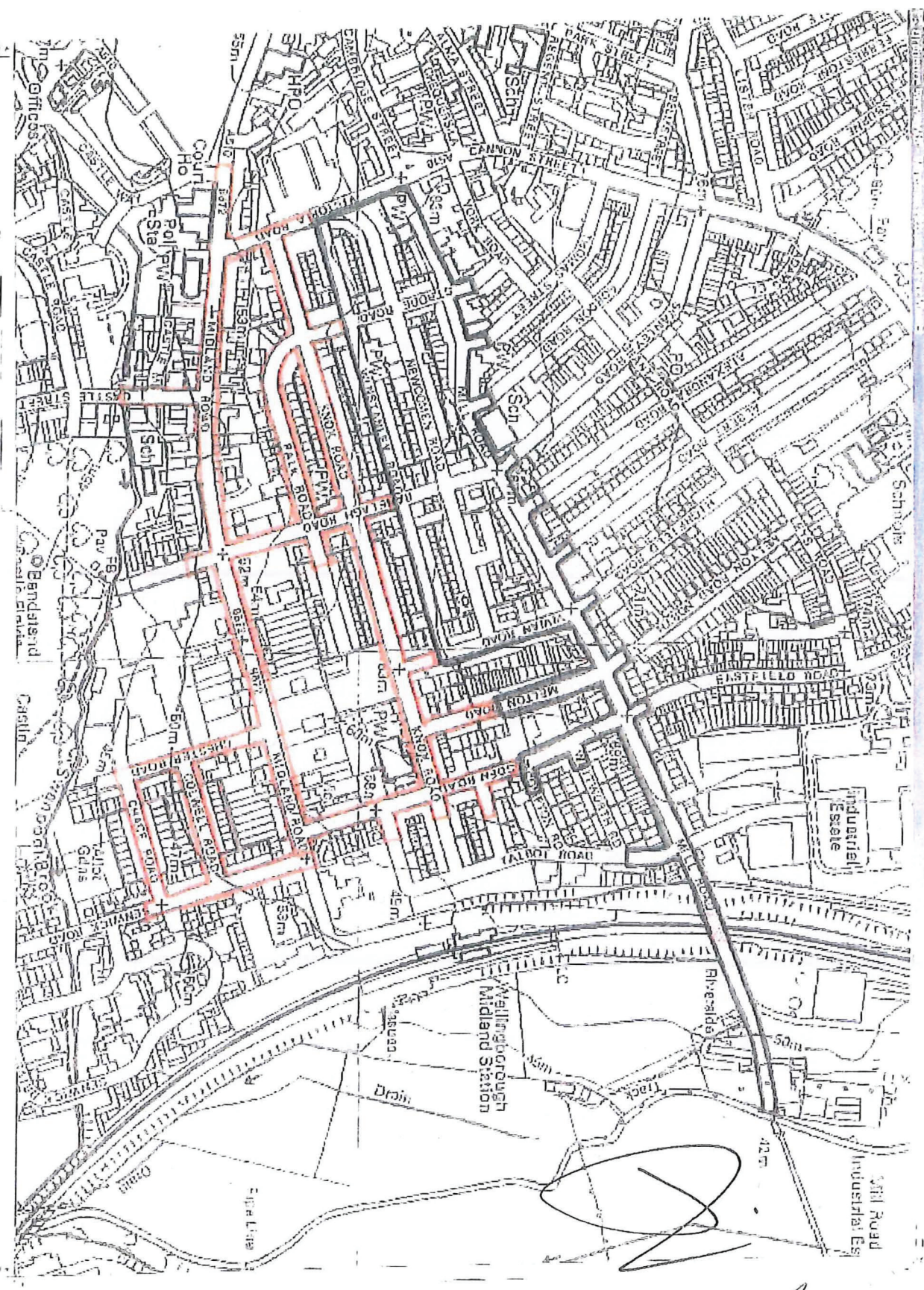
This map is a plan of the Wellingborough area, and is not to be used for any purpose other than the display of the boundaries of the Wellingborough area. It is not to be used for any other purpose.

This map is a plan of the Wellingborough area, and is not to be used for any purpose other than the display of the boundaries of the Wellingborough area. It is not to be used for any other purpose.

This map is a plan of the Wellingborough area, and is not to be used for any purpose other than the display of the boundaries of the Wellingborough area. It is not to be used for any other purpose.

ANNEX 5

PLAN F








Ch. M. Miller

000417

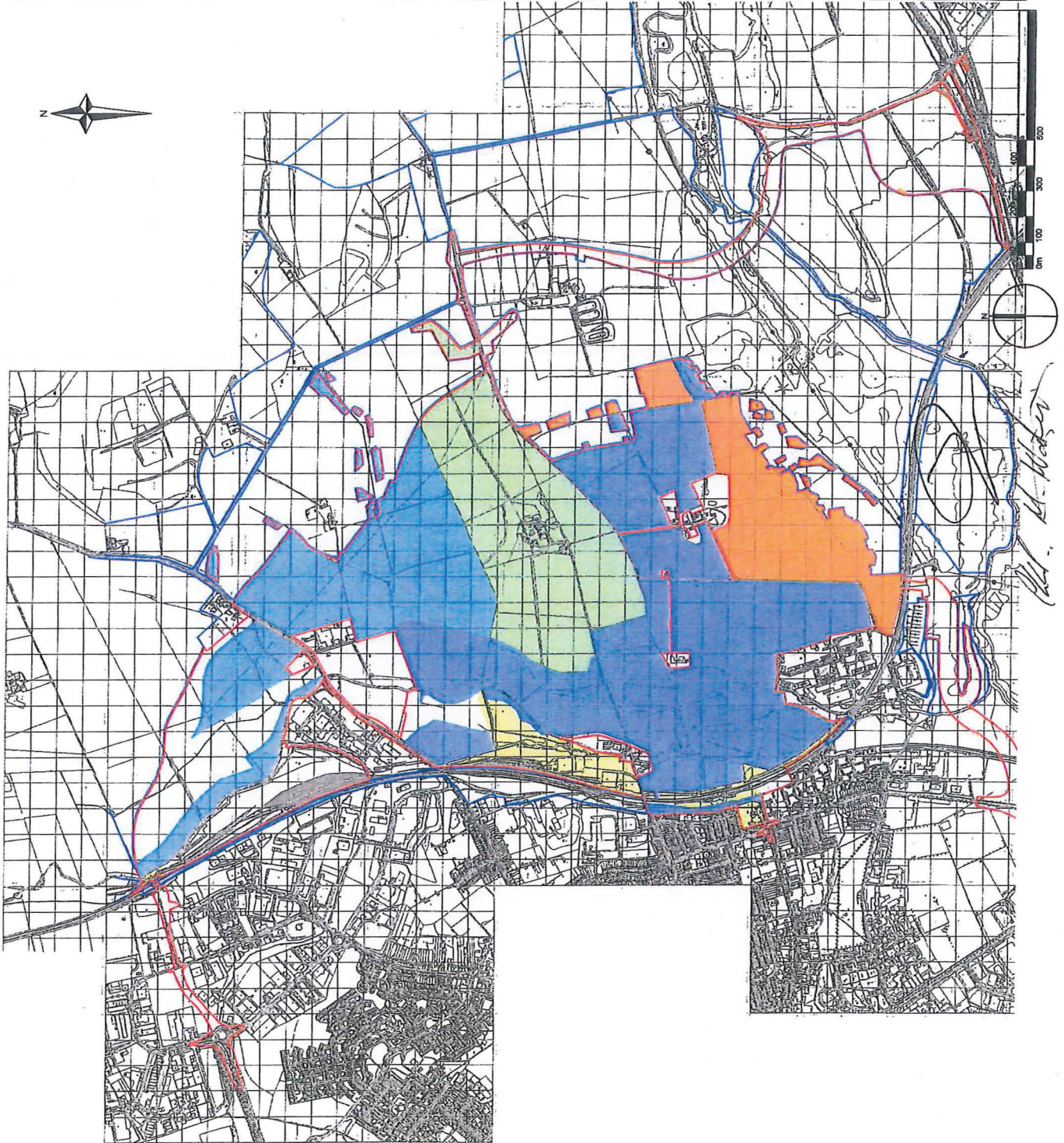
Plan F

ANNEX 6

PLAN G

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

PLAN G



Drawn: []
 Checked: []
 Approved: []
 Date: []
 By: []
 Drawn: []
 Checked: []
 Approved: []
 Date: []
 By: []

BOVIS HOMES
 Bovis Homes Capital Region
 Bovis Court
 100 City Road
 Colindale
 London NW9 1UH
 Tel: 01753 437 000
 Fax: 01753 437 001
 DC: 2322 Castle Bromwich

WELLINGBOROUGH
Plan G - 2016 s106
DATE: 01/01/2016
BY: []
CHECKED: []
SCALE: 1:1250
WELL - 17250 A

ANNEX 7

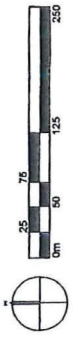
PLAN H

Legend

Secondary
School Site



Plan H



[Signature]
D.R. Mark H. H.

ANNEX 8
VIABILITY REASSESSMENT TEMPLATE

Stanton Cross, Wellingborough
Viability Reassessment Mechanism

Enter Data / Values
Calculation Cells

Description	Base Case Apr-16	Reassessment 1 Apr-19	Reassessment 2 Apr-22	Reassessment 3 Apr-25	Reassessment 4 Apr-28	Reassessment 5 Apr-31	Comments
Residential Net Developable Area (acres)	247.9						
Commercial Net Developable Area (acres)	107.7						
Non-Developable Area (acres)	358.9						
Gross Area (acres)	714.5						
Private Dwellings (%)	95.0%	100.0%	100.0%	100.0%	100.0%	100.0%	
Affordable Dwellings (%)	5.0%						
Private Dwellings	3,468						
Affordable Dwellings	183						
Total Dwellings	3,650						
Private Dwellings Average Size (ft2)	1,050						
Affordable Dwellings Average Size (ft2)	756						
Private Dwellings Average Revenue (£/ft2)	205						
Affordable Dwellings Average Revenue (£/ft2)	130						
Housing Revenue	£ 764,315,475	£ -	£ -	£ -	£ -	£ -	
On-Parcel Average Build Cost (£/ft2)	£ 94.07						
On-Parcel Build Cost (£)	£ 355,475,949	£ -	£ -	£ -	£ -	£ -	House build, Roads & Sewers, Site Overheads
Technical Fees (% of Build Costs)	4.58%						
Private Revenue Sales & Marketing Costs (% of Revenue)	3.00%						
Affordable Revenue Sales & Marketing Costs (% of Revenue)	0.50%						Design, RMA, Building Regulations, NHBC
Finance Costs (% of Build Costs)	£ 982,090						
Total On-Parcel Build Costs	£ 395,219,298	£ -	£ -	£ -	£ -	£ -	Base Case: HCA Financial Model FVM030 29th March 2016
OH&P on Private Dwellings Revenue %	20.00%						
OH&P on Affordable Dwellings Revenue %	6.00%						
Total OH&P	£ 150,352,041	£ -	£ -	£ -	£ -	£ -	
Clean Serviced Residential Land Value Before Transaction Costs (£)	£ 218,744,136	£ -	£ -	£ -	£ -	£ -	
Transaction Costs %	5.75%						
Clean Serviced Residential Land Value After Transaction Costs (£)	£ 206,850,247	£ -	£ -	£ -	£ -	£ -	Stamp Duty Land Tax, Legal Costs, Agent Costs
Clean Serviced Residential Land Value Per Net Acre (£)	£ 834,410	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Clean Serviced Commercial Land Value Before Transaction Costs (£)	£ 35,422,691						
Transaction Costs %	6.75%						
Clean Serviced Commercial Land Value After Transaction Costs (£)	£ 33,182,849	£ -	£ -	£ -	£ -	£ -	Stamp Duty Land Tax, Legal Costs, Agent Costs
Clean Serviced Commercial Land Value Per Net Acre (£)	£ 308,104	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total Clean Serviced Land Value (£)	£ 240,033,096	£ -	£ -	£ -	£ -	£ -	
Total Primary Infrastructure & S.106 Agreement Costs (£)	£ 187,402,430						Base Case: Gardiner & Theobald Cost Plan 21st March 2016
OH&P on Primary Infrastructure & S.106 Agreement Costs (%)	1%						
Local Growth Fund Grant Funding (£)	£ 9,000,000						
Total Primary Infrastructure & S.106 Agreement Costs (£)	£ 180,522,291	£ -	£ -	£ -	£ -	£ -	
Infrastructure Finance Costs (£)	£ 12,353,805						
Minimum Land Value Per Gross Acre (£)	£ 60,000						
Minimum Land Value Before Promoter's Fee (£)	£ 42,870,000	£ -	£ -	£ -	£ -	£ -	
Promoter's Fee (%)	10%						
Total Minimum Land Value	£ 47,157,000	£ -	£ -	£ -	£ -	£ -	
Surplus / Deficit (£)	£ -	£ -	£ -	£ -	£ -	£ -	

Notes

1. The viability reassessment mechanism will be used to calculate any forecast improvement in scheme viability on a three yearly basis
2. Any improvement is then shared between Borough Council of Wellingborough (Increased Affordable Housing %) and the landowners (Increased Minimum Land Value) in the agreed proportions

STANTON CROSS - CURRENT FORECAST DEVELOPMENT COSTS - 1Q 2016

Issued: 21/03/2016

GAT Code	Description	INDEX	Updated Total at 1Q16 PHASES 1 & 2	Cost to Date Pre 5.3.2015 PHASES 1 & 2	Cost to Date Post 5.3.2015 PHASES 1 & 2	Cost to Complete at 1Q16 PHASES 1 & 2	Updated Total at 1Q16 PHASE 1	Cost to Date Pre 5.3.2015 PHASE 2	Cost to Date Post 5.3.2015 PHASE 2	Cost to Complete at 1Q16 PHASE 2	TOTAL at 1Q16	COMMENTS
	S106											
100	Highway and Sustainable Transport Sum	RPI	6,545,295	-	-	6,545,295	-	-	-	-	6,545,295	** Figure from S104 Dated 2016 Updated from a 4Q14 base date
200	Town Link Sum (Midland Road Improvements)	CIVIL	259,543	-	-	259,543	-	-	-	-	259,543	** Figure from S104 Dated 2016 Updated from a 4Q14 base date
300	MB Road Works Sum	CIVIL	51,508	-	-	51,508	-	-	-	-	51,508	** Figure from S104 Dated 2016 Updated from a 4Q14 base date
400	MB Road Bridge Sum	CIVIL	20,763	-	-	20,763	-	-	-	-	20,763	** Figure from S104 Dated 2016 Updated from a 4Q14 base date
450	AB Willingham Road Sum	CIVIL	622,991	-	-	622,991	-	-	-	-	622,991	** Figure from S104 Dated 2016 Updated from a 4Q14 base date
500	Footpath Contribution Sum	CIVIL	77,653	-	-	77,653	-	-	-	-	77,653	** Figure from S104 Dated 2016 Updated from a 4Q14 base date
600	STACT	RPI	60,887	-	-	60,887	-	-	-	-	60,887	** Figure from S104 Dated 2016 Updated from a 4Q14 base date
700	Sustainability Sum	RPI	-	-	-	-	-	-	-	-	-	-
800	Public Art	RPI	-	-	-	-	-	-	-	-	-	-
800	Community Trust Contribution	RPI	160,463	-	-	160,463	74,653	-	-	-	235,116	** Based on £60 per private dwelling, P5 T&Z - 3600 units (P5 Affordable); P63 - 1800 units (25% Affordable) ** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1000	Primary School 1 (Including Design)	TPI	6,349,641	-	-	6,349,641	-	-	-	-	6,349,641	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1100	Nursery/Children's Centre	TPI	1,674,759	-	-	1,674,759	-	-	-	-	1,674,759	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1200	Community Building (Neighbourhood Centre)	TPI	1,312,331	-	-	1,312,331	-	-	-	-	1,312,331	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1300	Primary School 2 (Including Design)	TPI	8,519,633	-	-	8,519,633	-	-	-	-	8,519,633	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1200	Additional Primary School Contribution	TPI	-	-	-	-	-	-	-	-	-	-
1350	Primary School Contribution (Phase 3)	TPI	-	-	-	-	6,245,474	-	-	-	6,245,474	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1400	Second Nursery Sum	RPI	209,229	-	-	209,229	-	-	-	-	209,229	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1500	Secondary Local Centre Community Hall and Square Etc	TPI	133,911	-	-	133,911	-	-	-	-	133,911	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
1600	Affordable Housing Commuted Sum	-	-	-	-	-	-	-	-	-	-	-
1700	Waste Management Sum	RPI	-	-	-	-	-	-	-	-	-	-
1800	Waste Contribution	RPI	-	-	-	-	-	-	-	-	-	-
1900	Isle Valley Valley Education Centre	TPI	53,655	-	-	53,655	-	-	-	-	53,655	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2000	Isle Valley Parking	TPI	160,694	-	-	160,694	-	-	-	-	160,694	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2100	School Transport Sum	RPI	93,703	-	-	93,703	-	-	-	-	93,703	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2200	Secondary Education Sum	TPI	3,442,843	-	-	3,442,843	-	-	-	-	3,442,843	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2250	Secondary Education Sum Contribution (Phase 3)	RPI	-	-	-	-	6,718,927	-	-	-	6,718,927	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2270	Additional Secondary Education Contribution	TPI	-	-	-	-	-	-	-	-	-	-
2300	Multi Purpose Sports Pitch	TPI	-	-	-	-	-	-	-	-	-	-
2350	Sports Facility Contribution	TPI	879,781	-	-	879,781	-	-	-	-	879,781	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2400	CCTV Contribution	RPI	260,285	-	-	260,285	-	-	-	-	260,285	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2500	Allocations	RPI	244,659	-	-	244,659	-	-	-	-	244,659	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2600	Build Ground	RPI	124,838	-	-	124,838	-	-	-	-	124,838	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
2700	Lorry Park	CIVIL	-	-	-	-	-	-	-	-	-	-
2800	Eco Dwelling - Build and Maintenance	TPI	-	-	-	-	-	-	-	-	-	-
2900	Public Open Space Construction	CIVIL	2,551,420	-	-	2,551,420	-	-	-	-	2,551,420	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
3000	Public Open Space Detailed Design & Fees	RPI	209,229	-	-	209,229	-	-	-	-	209,229	** Figure from Revised MOU November 2014 Updated from a 4Q14 base date
3100	Wellingborough Town Park Layout Out	CIVIL	2,063,600	-	-	2,063,600	-	-	-	-	2,063,600	Refer to estimate (Contingency included below)
3200	Wellingborough Town Park Detailed Design and Fees	RPI	206,309	201,600	-	4,700	-	-	-	-	206,309	Refer to estimate (Contingency included below)
3300	Wellingborough Country Park	CIVIL	-	-	-	-	-	-	-	-	-	-
			16,683,865	201,600	-	36,481,561	13,046,315	-	-	-	50,729,878	-
	RAILWAY WORKS											
4000	Footbridge	CIVIL	499,000	-	-	499,000	-	-	-	-	499,000	NR Figure
4020	Footbridge Raising out	CIVIL	-	-	-	-	-	-	-	-	-	-
4100	Surface Car Parks East Side	CIVIL	2,515,000	-	-	2,515,000	-	-	-	-	2,515,000	Refer to estimate (Contingency included below)
4200	East Station Building	CIVIL	1,609,299	-	-	1,609,299	-	-	-	-	1,609,299	Revised Budget as agreed with BNL
4300	West Station Plaza	CIVIL	364,000	-	-	364,000	-	-	-	-	364,000	Refer to estimate (Contingency included below)
4400	East Station Plaza	CIVIL	1,609,000	-	-	1,609,000	-	-	-	-	1,609,000	Refer to estimate (Contingency included below)
4500	Network Rail Design Services Agreement - Route 4 and 9		1,747,431	61,470	1,469,812	219,449	-	-	-	-	1,747,431	Totals from NR Payment Application Nr 8
4520	Network Rail Design Services Agreement - Route 2 Bridge		233,848	-	17,718	219,129	-	-	-	-	233,848	Totals from NR Payment Application Nr 2
4540	Network Rail Design Services Agreement - Route 6 Bridge		119,736	-	17,661	99,869	-	-	-	-	119,736	Totals from NR Payment Application Nr 2
6000	Hoggyard Parking		760,000	759,000	-	-	-	-	-	-	760,000	-
			9,983,245	611,470	1,802,692	6,562,742	-	-	-	-	12,357,109	-
	ROADS AND BRIDGES											
5000	Access Route 2	CIVIL	26,234,000	-	-	26,234,000	-	-	-	-	26,234,000	Refer to estimate (Contingency included below)
5100	Access Route 4	CIVIL	1,374,000	-	-	1,374,000	-	-	-	-	1,374,000	Refer to estimate (Contingency included below)
5150	Network Rail Control Cops		20,654,054	-	1,928,608	18,725,446	-	-	-	-	20,654,054	NR costs for Routes 4, 9, west plaza, east plaza (garage); Road mitigation Totals from NR Payment Application Nr 8
5200	Access Route 6	CIVIL	1,609,000	-	-	1,609,000	18,211,000	-	-	-	19,820,000	Refer to estimate (Contingency included below)
5300	Route 6-7 Eastern Relief Road Link	CIVIL	-	-	-	-	1,620,000	-	-	-	1,620,000	Part new road 6m wide and part resurfacing of existing road
5400	Access Route 7	CIVIL	-	-	-	-	28,302,000	-	-	-	28,302,000	Refer to estimate (Contingency included below)
5450	Access Route 9	CIVIL	463,000	-	-	463,000	-	-	-	-	463,000	Refer to estimate (Contingency included below)
5500	Orbita Junction Improvements	CIVIL	728,183	-	-	728,183	321,260	-	-	-	1,049,443	Total Highway Contribution £2,650m. Part included with item 100 and 450. Balances added here
5510	Highway improvements due to deferral of Route 6	CIVIL	-	-	-	-	-	-	-	-	-	-
5600	Bridge/Structures Commuted Sums - Route 4	CIVIL	779,591	-	-	779,591	-	-	-	-	779,591	-
5700	Bridge/Structures Commuted Sums - Routes 2, 6 and 7	CIVIL	1,262,551	-	-	1,262,551	541,858	-	-	-	1,804,409	-
5800	Design/Supervision - All Routes	RPI	3,329,213	2,158,178	-	1,231,035	1,305,482	-	-	-	6,024,815	-
			64,384,699	2,158,178	1,570,608	69,327,612	60,351,600	-	-	-	129,679,190	-
	DEVELOPMENT WORKS											
	Main Park											
7000	Maintenance Contribution	RPI	739,338	-	-	739,338	-	-	-	-	739,338	-
7100	Changing Facilities	RPI	787,701	-	-	787,701	-	-	-	-	787,701	-
			1,527,039	-	-	1,527,039	-	-	-	-	1,527,039	-
	Contribution to EA											
7200	Maintenance	RPI	259,416	-	-	259,416	129,183	-	-	-	388,599	-
			259,416	-	-	259,416	129,183	-	-	-	388,599	-

000424

OAT Code	Description	R/D/E	Updated Total at 1Q16 PHASES 1 & 2	Cost to Date Pre 5.3.2016 PHASES 1 & 2	Cost to Date Post 5.3.2016 PHASES 1 & 2	Cost to Complete at 1Q16 PHASES 1 & 2	Updated Total at 1Q16 PHASE 3	Cost to Date Pre 5.3.2016 PHASE 3	Cost to Date Post 5.3.2016 PHASE 3	Cost to Complete at 1Q16 PHASE 3	TOTAL at 1Q16	COMMENTS
	Public Transport Subsidies											
7300 *	Bus Shelters	TPI	165,921	-	-	165,921	67,828	-	-	67,828	232,749	
			165,921	-	-	165,921	67,828	-	-	67,828	232,749	
	Services											
7400	Division/Reinforcement/New Provision	CIVIL	6,635,600	-	-	6,635,600	-	-	-	-	6,635,600	Based on OTC proposal. No credit for potential rebate taken (665,633)
7401	Residential Plot Connections		(2,450,000)	-	-	(2,450,000)	(1,000,000)	-	-	(1,000,000)	(2,450,000)	Credits from housebuilders - included in 7400 above but not Infrastructure Cost
7405	Division of existing services - Route 2		400,000	-	-	400,000	-	-	-	-	400,000	
7410	Division of existing services - Route 4		433,000	-	69,337	372,693	-	-	-	-	433,000	
7415	Division of existing services - Route 6		-	-	-	-	400,000	-	-	400,000	400,000	
7420	Division of existing services - Route 7		-	-	-	-	400,000	-	-	400,000	400,000	
7425	Division of existing services - Route 9		259,609	-	-	259,609	-	-	-	-	259,609	
7430	Provision of new mains services - Route 2		-	-	-	-	-	-	-	-	-	Included in Item 7400
7435	Provision of new mains services - Route 4		-	-	-	-	-	-	-	-	-	Included in Item 7400
7440	Provision of new mains services - Route 6		-	-	-	-	695,000	-	-	695,000	695,000	Included in Item 7400
7445	Provision of new mains services - Route 7		-	-	-	-	838,000	-	-	838,000	838,000	
7450	Provision of new mains services - Route 9		-	-	-	-	-	-	-	-	-	
			6,871,600	-	69,337	6,911,453	190,000	-	-	190,000	6,261,600	
	Access Land Acquisition		16,619,659	16,635,658	609,411	-	3,673,315	3,673,315	-	-	22,692,364	Based upon Boris land Schedule Rev Y dated 29 April 2016
7500	Route 2		-	-	-	-	-	-	-	-	-	
7600	Route 4		-	-	-	-	-	-	-	-	-	
7700	Route 6		-	-	-	-	-	-	-	-	-	
7800	Route 7		-	-	-	-	-	-	-	-	-	
7900	Acquisition of Blue Land		-	-	-	-	-	-	-	-	-	
8000	Internal Land - Key Area Logistics		1,000,000	-	-	1,000,000	-	-	-	-	1,000,000	
			20,619,659	16,635,658	609,411	1,000,000	3,673,315	3,673,315	-	-	23,692,364	
	Land Contribution											
8001	William Davies Pre-emption		780,000	-	-	780,000	-	-	-	-	780,000	
8100	Hanson		1,000,000	-	1,000,000	-	-	-	-	-	1,000,000	
8200	Railtrack		2,000,000	-	-	2,000,000	-	-	-	-	2,000,000	
			3,780,000	-	1,000,000	2,780,000	-	-	-	-	3,780,000	
8300 *	Midland Road Flood Compensation works (Route 4)	CIVIL	-	-	-	-	-	-	-	-	-	Cost incl with NR Contract Costs
			-	-	-	-	-	-	-	-	-	
	Access Route Compensation Areas 2, 6 and 7											
8400 *	Committed Sum for Maintenance	RPI	221,608	-	-	221,608	168,848	-	-	168,848	406,554	
8500	Earthworks (Additional Mitigation Measures)	CIVIL	3,899,000	-	-	3,587,000	1,606,299	-	-	1,606,299	5,193,299	Refer to estimate (Contingency included below)
			3,810,800	-	-	3,810,800	1,783,247	-	-	1,783,247	6,023,633	
	Internal Infrastructure											
9000 *	Cycleways	CIVIL	188,468	-	-	188,468	131,717	-	-	131,717	299,208	
9100	Ordnance Cycleways		-	-	-	-	-	-	-	-	-	
9200	Access Route 3 (Vellingborough Road)		-	-	-	-	-	-	-	-	-	
9300 *	Road Network & sewers	CIVIL	9,356,000	-	2,000	9,354,000	4,782,000	-	-	4,782,000	14,136,000	7130m road for Phases 1&2; 3946m road for Phase 3
9350	Ground Modelling		9,218,200	-	-	9,218,200	4,628,100	-	-	4,628,100	13,846,300	Based on £1,000/unit and £3.55 per acre for commercial space
9400 *	Local Pumping Stations	CIVIL	256,078	-	-	256,078	129,878	-	-	129,878	385,956	
9500 *	Drainage/Suppression	RPI	640,214	-	-	640,214	309,829	-	-	309,829	1,149,043	
9600 *	Report costs from Vellingborough Borough Council	RPI	191,168	-	-	191,168	60,419	-	-	60,419	241,642	
			20,105,120	-	2,000	20,107,120	9,832,633	-	-	9,832,633	30,091,743	
	Other Costs											
10000 *	Public Open Spaces Maintenance	RPI	1,238,990	-	-	1,238,990	309,629	-	-	309,629	1,648,619	
10100 *	Archaeology	RPI	237,228	-	-	237,228	123,922	-	-	123,922	421,167	
10200 *	Entrance Feature/Landscaping	TPI	321,853	-	-	321,853	-	-	-	-	321,853	
10300 *	Contamination Remediation	CIVIL	3,101,238	-	-	3,101,238	491,806	-	-	491,806	3,653,134	
10400 *	Waste Management	RPI	379,744	-	-	379,744	39,769	-	-	39,769	407,504	
10500 *	Consultancy Costs	RPI	6,775,000	4,238,797	681,208	1,454,935	1,125,000	344,367	-	-	7,600,000	
10600 *	Highway Maintenance - Pre Adoption	CIVIL	1,350,816	-	-	1,350,816	617,228	-	-	617,228	3,067,843	
10700 *	Landscaping Maintenance - Pre Adoption	TPI	801,028	-	-	801,028	214,289	-	-	214,289	1,115,295	
10800 *	Site Security		-	-	-	-	-	-	-	-	-	
10900 *	Concept art/Marketing/Project Office	TPI	1,600,000	-	-	1,600,000	100,000	-	-	100,000	1,600,000	Revised budget of £1.5m for all Phases
11000 *	Planning Fees	RPI	107,127	51,826	318	55,185	38,759	-	-	31,739	143,887	
11100 *	Bonds	RPI	1,077,574	-	-	1,077,574	199,591	-	-	199,591	1,277,125	
11200	Option Cost		299,250	259,350	-	-	60,000	-	-	-	359,250	
			17,698,835	4,849,773	681,604	11,887,458	3,163,233	344,367	-	-	20,262,657	
			73,480,879	23,180,431	2,724,413	47,568,021	16,368,616	3,417,682	-	-	105,950,555	61,003,613
	CONSTRUCTION CONTINGENCY											
20000	Project Contingency (on items marked with an *)	RPI	1,628,228	-	-	1,628,228	463,559	-	-	463,559	1,993,788	
20010	Multi Purpose Sports Pitch	TPI	-	-	-	-	-	-	-	-	-	Item omitted and replaced with Item 2100
20020	Larry Park	CIVIL	-	-	-	-	-	-	-	-	-	Omitted from Scope
20100	Surface Car Parks: East Side	CIVIL	128,000	-	-	128,000	-	-	-	-	128,000	
20200	East Station Building	CIVIL	76,000	-	-	76,000	-	-	-	-	76,000	Based on a budget of £1.5m
20300	West Station Plaza	CIVIL	18,000	-	-	18,000	-	-	-	-	18,000	
20400	East Station Plaza	CIVIL	73,000	-	-	73,000	-	-	-	-	73,000	
20500	Access Route 2	CIVIL	1,212,000	-	-	1,212,000	-	-	-	-	1,212,000	

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