

DATED _____ 202[]

**PLANNING OBLIGATION
BY LEGAL AGREEMENT
under section 106 of the Town and County
Planning Act 1990
relating to Langarth Garden Village
Land North of A390
Threemilestone, Cornwall
Planning Application reference: PA20/09631**

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THIS AGREEMENT is made on

202 []

BETWEEN:

(1) [] (the "**Owner**")

AND:

(2) **THE CORNWALL COUNCIL** of County Hall Treyew Romad Truro TR1 3AY (the "**Council**")

WHEREAS:-

- (A) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The Council is also the Highway Authority for the purposes of the 1980 Act and the Education Authority for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- (C) The Council has made the Application for Planning Permission for the Development on the Land.
- (D) On 16 December 2021 the Council resolved to grant Planning Permission subject to Planning Conditions 30 and 31 which:
 - (i) prohibit commencement (save for Enabling Works) on the Council Land until the Council has (if it retains an interest in the Council Land) entered into a Memorandum of Understanding undertaking that it will comply with the terms of this Deed and to procure that its successors in title will enter into this Deed in respect of their interest in the Council Land;
 - (ii) prohibit commencement on the Third Party Land (or the Council Land if the Council is no longer the landowner) until Third Party Landowners (including, where applicable, the Council's successors in title) enter into this Deed in respect of their interest in the Third Party Land.
- (E) The Owner [has entered into an agreement to purchase that part of the [Council Land][Third Party Land] [is interested as [freehold][leasehold] owner Title [absolute/poessory] in that part of the Land] which is registered at the Land Registry with under title number[s] CL [] and enters into this Deed to consent to its terms.
- (F) The Council is satisfied that the covenants, obligations and restrictions in this Deed are required for the proper planning of the area in which the Development is situated.
- (G) The Council is further satisfied that the Planning Obligations in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development; and fairly and reasonably related in scale and kind to the Development.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**1980 Act**" means the Highways Act 1980

"**1990 Act**" means the Town and Country Planning Act 1990

"1999 Act"

means The Contracts (Rights of Third Parties) Act 1999

"2009 Regulations"

means the Housing (Shared Ownership Leases) (Exclusion from Leasehold Reform Act 1967) (England) Regulations 2009

"Advertising"

means the advertising for sale or letting of any interest in the relevant Affordable Dwelling which scheme shall include unless otherwise agreed with the Council

- (a) in the case of Affordable Rented Dwellings or Social Rented Dwellings:-
 - (i) an advertisement on the website of Cornwall Homechoice or such other similar website for advertising affordable homes which are ready for letting as agreed by the Council, and which shall also include a "coming soon" advertisement in the case of Initial Lettings; and
 - (ii) notification to relevant applicants on the Cornwall Homechoice register or any other similar register for people looking to rent affordable homes which may replace these
- (b) in the case of RP Shared Ownership Dwellings or Intermediate Homes for Sale, Rent to Buy Dwellings, First Homes or other intermediate Affordable housing products approved by the Council:-
 - (i) an advertisement on the website of Help to Buy South or any other similar organisation promoting intermediate market housing, and which shall also include a "coming soon" advertisement in the case of Initial Sales
 - (ii) an advertisement on Rightmove or Zoopla or other leading UK property site as agreed with the Council; and
 - (iii) notification to relevant applicants on the Help to Buy South West register or any other similar register for people looking to buy affordable homes which may replace this
- (c) in the case of all Affordable Dwellings:-
 - (i) in the case of Initial Sales and Initial Lettings an advertising board on the Development site;
 - (ii) notification to the relevant parish/town councils and Cornwall Council Electoral Division Member in Truro City Council and Kenwyn Parish Council; and
 - (iii) such other advertising and social media channels as shall be agreed by the Council

PROVIDED THAT all advertising shall contain such details of the Qualifying Person criteria as agreed by the Council

"Additionality"	means Affordable Dwellings qualifying for Subsidy provided in excess of the Affordable Housing Quantum
"Additional SANG"	means SANG to be provided pursuant to the Additional SANG Plan on Land comprised in Phases 3 to 5 (or part thereof)
"Additional SANG Plan"	<p>means a plan for the provision of Additional SANG including the following details in respect of the Additional SANG:</p> <ul style="list-style-type: none"> (a) nature; (b) quantum; (c) specification; (d) timing of delivery; (e) proposals for ongoing monitoring, management and maintenance; (f) arrangements for financially resourcing the proposals for ongoing monitoring, management and maintenance for the lifetime of the Development (whether by the Stewardship Vehicle or otherwise); and (g) a mechanism for agreeing with the Council the Terrestrial SAC Contribution (if any) payable in the event the Additional SANG is insufficient to fully offset the Terrestrial Habitats Impacts of that part of the Development to which the Additional SANG relates, <p>to be submitted to and approved by the Council in consultation with Natural England in accordance with paragraph 3.2.2 of Part 1 of Schedule 10</p>
"Additional Transport Mitigation Measures"	means (in order of priority) public transport and sustainable travel interventions and other mitigation measures including highway capacity measures identified as necessary by the Council (in consultation with the Stewardship Vehicle if applicable) having regard to the outputs of the MEP Monitoring
"Affordable Dwellings"	<p>means any one of the Dwellings to be provided as Affordable Housing (including any associated parking space(s) and residential curtilage) as part of the Development comprising:-</p> <ul style="list-style-type: none"> (a) Affordable Rented Dwellings; (b) RP Shared Ownership Dwellings; (c) any other tenure of Affordable Housing approved by the Council paragraph 1 of Part 4 of Schedule 2 <p>to be constructed on the Land pursuant to the Planning Permission and "Affordable Dwelling" means any one of the said Dwellings</p>
"Affordable Housing Land"	means the plots or land forming part of Reserved Matters Areas upon which the Affordable Dwellings are to be constructed as identified for each Reserved Matters Approval in the Affordable Housing Scheme

"Affordable Housing"	means affordable housing for sale or rent for those whose needs are not met by the market and as defined in the National Planning Policy Framework
"Affordable Housing Quantum"	means 35% of the Dwellings to be provided as Affordable Dwellings subject to the Viability Review Mechanism
"Affordable Housing Scheme"	<p>means a scheme for the provision of the Affordable Dwellings which shall include unless otherwise agreed by the Council the following details:</p> <ul style="list-style-type: none"> (a) arrangements for the construction and delivery; (b) location of Affordable Housing Land and the individual Affordable Dwellings including plot numbers; (c) details of the unit size; (d) details of the basis of calculation of any service charges, ground rents or management fees to be applied including any service charges, rentcharges or equivalent estate management charges payable in connection with the Stewardship Vehicle and whether payable by the tenant or Registered Provider or otherwise (if any); (e) details of construction and equipping; (f) details of the phasing of the Affordable Dwellings relative to (i) the rest of the Affordable Dwellings in the Reserved Matters Area and (ii) the Development / Land; (g) location and tenure of the Category 2: Accessible and Adaptable Dwellings (h) location and tenure of Category 3: Wheelchair User Dwellings (i) a scheme of Advertising of the Affordable Dwellings for Initial Sales and Initial Lettings; and (j) the name of the Registered Provider; (k) details of the Price paid by the Registered Provider and (where applicable) the discounted sale price applicable to the relevant Affordable Dwellings; (l) arrangements for the transfer to the Registered Provider; and (m) details of the applicable design and quality standards
"Affordable Housing Tenure Mix"	<p>means:</p> <ul style="list-style-type: none"> (a) 70% Affordable Rented Dwellings; and (b) 30% RP Shared Ownership Dwellings,

unless an Alternative Housing Mix is approved by the Council under paragraph 1 of Part 4 of Schedule 2

"Affordable Rent"

means a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for:

- (a) any modifications to the level of Local Housing Allowance as published from time to time by the Government; and
- (b) annual rental increases by a proportion equivalent to an increase by the Consumer Price Index plus 1%

"Affordable Rented Dwellings"

means Affordable Dwellings:

- (a) let by a Registered Provider to households who are eligible for social rented housing;
- (b) constructed to Space Standards; and
- (c) let at an Affordable Rent,

and **"Affordable Rented Dwelling"** means any one of the said Dwellings

"Air Quality Contribution"

means a financial contribution in the sum of £60 (sixty pounds) Index Linked per Dwelling to be paid to the Council towards Air Quality Mitigation unless the Onsite Air Quality Mitigation Offset applies

"Air Quality Mitigation"

means measures to address the air quality impacts of the Development and to achieve compliance with Cornwall's Clean air for Cornwall Strategy 2020-2025 (and any such similar or replacement strategy from time to time) including but not limited to measures: to incentivise the switch to ultralow-emission vehicles and low carbon and low emission fuel usage; to increase the number of public electric vehicle charging points; to incentivise the use of car clubs and cycle and walking infrastructure; to increase the adoption of natural climate change solutions to improve air quality including trees and hedges; and education initiatives to support active travel

"Alternative Affordable Home"

means either:

- (a) a social rented dwelling, an affordable rented dwelling or an intermediate dwelling provided or managed by a Registered Provider; or
- (b) an intermediate rented dwelling or an intermediate home ownership dwelling provided or managed by a private developer

and in either case located in the County

"Alternative Housing Mix"

means a Housing Mix which contains tenures for the Affordable Dwellings which are different to those set out in the definition of

Affordable Housing Tenure Mix approved by the Council pursuant to paragraph 1 of Part 4 of Schedule 2

"Application"	means the hybrid planning application for the Development which was validated by the Council on 4 December 2020 and allocated planning reference PA20/09631
"Approved Provider"	means a person or body approved by the Council to manage any Affordable Dwelling other than a Registered Provider
"Area Local Connection"	<p>means a connection with the Primary Area or the Secondary Area as appropriate and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council:</p> <ul style="list-style-type: none">(a) being permanently resident therein for a continuous period of at least three (3) years immediately prior to the date of a Housing Application; or(b) being formerly permanently resident therein for a continuous period of at least five (5) years; or(c) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal or casual employment) therein for a continuous period of at least three (3) years immediately prior to the date of a Housing Application; or(d) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least five (5) years immediately prior to the date of a Housing Application and where there is independent evidence that the family member is in need of or can give support for the foreseeable future or on an ongoing basis
"Assured Tenancy"	means an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 as amended by the Housing Act 1996 or such other similar form of periodic tenancy permitted under relevant housing legislation
"Biodiversity Areas"	means the areas in the Reserved Matters Areas to be laid out to provide Biodiversity Net Gain in accordance with the "Biodiversity Conformity Statement" and "Implementation Timetable" to be approved under the Planning Permission and subsequent managed, maintained and monitored in accordance with paragraph 2 of Schedule 16
"Biodiversity Net Gain"	means a minimum 10% net gain in the biodiversity of the Land in accordance with the Biodiversity Strategy
"Biodiversity Strategy"	means the 'Framework Biodiversity Net Gain Strategy' appended to the Strategic Landscape Ecology Management Plan for Langarth Garden Village by Cornwall Environmental Consultants updated on 7 December 2021 or such amended strategy as may be approved by the Council from time to time
"Bus Service Contribution"	means a financial contribution in the total sum of £2,500,000 (two million five hundred thousand pounds) Index Linked towards the cost of operating season ticket programme and/or subsidized

service or services to connect the Development to Truro City Centre and other key locations, to be paid in instalments in accordance with paragraph 3 of Schedule 4

"Car Club"

means an alternative model to private car ownership facilitating the temporary shared use of vehicles without ownership for the benefit of Residential Occupiers and Commercial Occupiers including but not limited to a centralised 'Truro-wide' car club servicing the Development and other sites

"Category 2"

"Accessible and Adaptable Dwellings" means Dwellings which are built to standards which require that:-

(a) reasonable provision must be made for people to:

- (i) gain access to; and
- (ii) use,

the Dwelling and its facilities

(b) the provisions made must be sufficient to:

- (i) meet the needs of occupiers with differing needs, including some older or disable people; and
- (ii) to allow adaptation of the Dwelling to meet the changing needs of occupants over time

as specified in the 'Optional Requirement M4(2) Category 2: Accessible and adaptable dwellings' section of the Building Regulations 2010 Approved Document M 2015 edition or such similar standards and regulations that may amend or replace these from time to time

"Category 3"

"Wheelchair User Dwellings" means Affordable Dwellings which are built to standards which require that:-

(a) reasonable provision is made for people to:

- (i) gain access to; and
- (ii) use the dwelling and its facilities

(b) the provisions made is sufficient to:

- (i) allow simple adaptation of the Dwelling to meet the needs of occupants who use wheelchairs

as specified in the "Optional Requirement M4(3) Category 3: Wheelchair user dwellings" section of the Building Regulations 2010 Approved Document M 2015 edition or such similar standards and regulations that may replace these

"CCG Contribution"

means a financial contribution in the sum of £447 (four hundred and forty-seven pounds) Index Linked per Open Market Dwelling (excluding, for the purposes of the CCG Contribution, Student Accommodation Units) to be paid to the Council for onward

transmission to the NHS Kernow CCG for expenditure towards the Healthcare Improvements unless the Health Facility Offset applies

"CCG Contribution Cap" means £984,021 (nine hundred and eighty-four thousand and twenty-one pounds) Index Linked

"CIL" means the community infrastructure levy payable in respect of chargeable development under the Planning Act 2008 and The Community Infrastructure Levy Regulations 2010 or replacement levy or charge of similar effect from time to time

"Clerk of Works" means a person or persons appointed by the Owner to perform the functions set out in paragraph 1.3 of Schedule 14 and to be approved by the Council pursuant to paragraph 1.2 of Schedule 14

"Commencement of Development" means the date on which any material operation (as defined in section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose):

- (a) construction of the NAR pursuant to the NAR Permission;
- (b) site surveys and ecological investigations;
- (c) operations consisting of site clearance and site preparation;
- (d) demolition works;
- (e) archaeological investigations;
- (f) investigations for the purpose of assessing ground conditions, including trial pits and groundwater monitoring;
- (g) remedial work in respect of any contamination or other adverse ground conditions;
- (h) diversion and laying of utilities and services;
- (i) erection of any temporary means of enclosure and site buildings for construction or marketing purposes;
- (j) the temporary display of site notices or advertisements in connection with the Development;

and **"Commence"** and **"Commence Development"** shall be construed accordingly

"Commercial Occupier" means a person or body Occupying a Commercial Unit

"Commercial Travel Plan" means a plan designed to facilitate achievement of the Modal Shift Target and the implementation other mitigation measures set out in the LGV Framework Travel Plan, in connection with the use of the Commercial Units, including but not limited to the use of introductory bus subsidies, travel vouchers (or equivalent) to a minimum of £50 per Commercial Occupier (meaning projected number of employees at a Commercial Unit at the point that the

	Commercial Travel Plan is submitted to the Council for approval) to encourage the use of public transport, Car Club(s) and E-bikes
"Commercial Unit"	means units of occupation permitted by the Planning Permission other than Dwellings
"Community Facilities"	<p>means the facilities serving the Development indicatively identified in the LGV Social Infrastructure Strategy including but not limited to:</p> <ul style="list-style-type: none"> (a) 2 x Community Hubs (the Phase 1 Community Hub and the Phase 3 Community Hub); (b) libraries; (c) local centres; (d) health facilities; (e) local community shops; (f) schools (incorporating early learning) comprising: (i) the First School; (ii) the First School Extension and (iii) the Second School; (g) recreational facilities; (h) community hall(s); (i) community farm/community growing plots/orchards/allotments, <p>and such other facilities consistent with the land uses permitted by the Planning Permission and the objectives of the LGV Social Infrastructure Strategy as agreed by the Council in writing</p>
"Community Facility Scheme"	<p>means the scheme setting out the following details in connection with the Community Facilities:</p> <ul style="list-style-type: none"> (a) quantum (size); (b) location; (c) specification; (d) standards; (e) proposed timing for delivery (including phased delivery triggers); (f) proposed marketing arrangements; (g) proposed operators and/or occupiers and explanation of the community function served by such operators and/or occupiers; (h) indicative internal fit-out of facilities in line with the Council's guidance from time to time including but not

limited to guidance on Changing Places Toilets (2018) as may be updated from time to time;

- (i) how the Community Facilities will be made available for use by members of the public and relevant fee arrangements (if any);
- (j) measures to secure physical and functional integration with the wider Development;
- (k) how the Community Facilities will be managed and maintained including, where applicable, by the Stewardship Vehicle;
- (l) shell and core specification for the Phase 1 Community Hub
- (m) where known, indicative shell and core specification for the Phase 3 Community Hub

to be submitted to and approved by the Council pursuant to paragraph 1 of Schedule 5 and as may be amended from time to time with the Council's prior written approval

"Community Hub Use Agreement"

means the agreement between the Owner and the Council setting out the following details in respect of each of the Phase 1 Community Hub and the Phase 3 Community Hub (as applicable):

- (a) end user for the relevant on-site facility including but not limited to persons, groups, bodies and other organization engaged in the art and culture or youth sectors;
- (b) public access arrangements;
- (c) charging arrangements;
- (d) standards of management and maintenance; and
- (e) hours of use

to be submitted to and approved by the Council pursuant to paragraph 1.3 of Schedule 5 in respect of the Phase 1 Community Hub and pursuant to paragraph 1.4 of Schedule 5 in respect of the Phase 3 Community Hub

"Community Hub"

means an onsite facility with a minimum area of 400 square metres which may be a stand-alone building or co-located or shared facilities to be provided in accordance with the Community Facility Scheme and the Community Hub Use Agreement

"Consumer Price Index"

means the percentage rise in the United Kingdom Consumer Price Index when the index figure published in the September before the day of rent review is compared with the published index figure in the preceding September but if the basis for calculation of the Consumer Price Index has changed and any method of calculation between the new and the old figures is officially published that method shall be used for the purposes of comparison under this provision

"Construction Phase"	means the period from Commencement to Practical Completion in each Reserved Matters Area
"Contributions"	means: <ul style="list-style-type: none"> (a) the Air Quality Contribution; (b) the Bus Services Contribution; (c) the CCG Contribution; (d) the Dam Contribution; (e) the Design Code Review Contribution; (f) the Education Contribution; (g) the Marine SAC Contribution; (h) the NAR Contribution; (i) the Neighbourhood Design Code Review Contribution; (j) the Offsite Sports Pitch Contribution; (k) the Park & Ride Contribution; (l) the Personalised Travel Planning Contribution; (m) the Police Contribution; (n) the Primary Transport Contribution; (o) the SAMM Contribution; (p) the Terrestrial SAC Contribution; (q) the Threemilestone Contribution; (r) the Transport Contribution; (s) the Travel Plan Monitoring Fee; and (t) the TRO Contribution
"Cornwall Homechoice"	means a choice-based allocations scheme for Affordable Housing developed and operated in partnership between the Cornwall Council and local Registered Providers or any replacement scheme of equivalent function over time
"Council"	means the Cornwall Council in its capacity as Local Planning Authority, Highway Authority and/or Education Authority or any successor in function
"Council Land"	means that part of the Land which, as at the date of grant of Planning Permission, was owned by the Cornwall Council and is shown on Plan 2 more particularly set out in Schedule 1

"County"	means the County of Cornwall
"Custom Build Plot"	means the plots on the Land on which Custom Build Units are to be provided pursuant to the Planning Permission
"Custom Build Unit"	means Dwellings built by individuals or commissioned to be built by individuals to individual specifications as defined in the Self-build and Custom Housebuilding Act 2015 and for the purposes of this Deed "Custom Build" and "Self-Build" shall have the same meaning
"Custom Build Marketing Scheme"	means a marketing scheme for Custom Build Plots as serviced sites appropriate for the construction of Custom Build units to be submitted to and approved by the Council pursuant to paragraph 1 of Part 9 of Schedule 2
"Dam Contribution"	means a lump sum financial contribution in the sum of £100,000 (one hundred thousand pounds) Index Linked to be paid to the Council for onward transmission to the Environment Agency towards the Dam Design Monitoring
"Dam Design Monitoring"	means monitoring the effectiveness of the design of the New Mills Dam and working up design improvements in order to improve the future extreme event resilience of the New Mills Dam, as critical drainage and flood infrastructure benefiting the Development
"Design Code Implementation and Review"	<p>means the Council's reasonable costs of periodically reviewing and/or procuring third party expert design assistance and advice on:</p> <ul style="list-style-type: none"> (a) monitoring the performance of the LGV Design Code over the lifetime of the Development against the place-making objectives of Langarth Garden Village; (b) advice on Reserved Matters Applications and checking the conformity of Reserved Matters Applications with the requirements of the LGV Design Code; and (c) implementing periodic updates to the LGV Design Code to reflect latest national and local standards and guidance
"Design Code Review Contribution"	means the financial contribution in the sum of £70 (seventy pounds) Index Linked per Dwelling payable to the Council towards Design Code Implementation and Review
"Development"	<p>means the development at the Land as more particularly described in the Application which at the date of grant of Planning Permission on [] 2022 has the following description:</p> <p>A. A full planning application for construction of the Northern Access Road and associated access junction arrangements onto the A390, new junctions to the quiet lanes and associated infrastructure and earthworks and retaining and boundary features;</p> <p>B. An outline planning application with all matters reserved to create a mixed use, landscape-led community comprising a phased development of up to 3550 dwellings plus 200 extra care units and 50 units of student/health worker accommodation, including affordable housing; five local centres comprising local retail (E), offices (E), restaurants and cafes (E), drinking</p>

establishments (sui generis), hot food takeaway (sui generis), health and community facilities (F1 and E), a local care health centre (E), a blue light centre for emergency services (sui generis), up to two primary schools (F1), business and commercial floorspace (E), brewery / public house (sui generis) and associated areas of open space to include a suitable alternative natural greenspace as a strategic open space a community farm/allotments, public realm, renewable energy provision and energy centre, park and ride extension (of up to 600 spaces or 2.73 ha), cycle lanes, connections with the existing highway network including crossings of the A390, quiet lanes, drainage and associated infrastructure, including the demolition of buildings and structures, site clearance and associated earthworks

"District Heating Network"	means a geothermal district heat network using waste heat from the United Downs Deep Geothermal Project or another heat source approved by the Council as further detailed in the LGV Energy Strategy
"Dwelling"	means any residential unit (including Extra Care Unit and Student Accommodation Unit) permitted pursuant to the Planning Permission and the term "Dwellings" shall be construed accordingly
"Eastern Junction"	means the eastern junction and associated link road from the A390 to the NAR as indicatively shown on Plan 8 "Movement Parameter Plan" as may be amended or varied from time to time
"Education Contribution"	means a financial contribution in the sum of £2,736 (two thousand seven hundred and thirty six pounds) per Qualifying Dwelling to be used towards the Education Purposes
"Education Purposes"	<p>means the construction of any of the following:</p> <ul style="list-style-type: none"> (a) the First School; (b) a three form extension to the First School; (c) the Second School (depending on pupil yield), <p>each as identified in Plan 6 "Land Use Parameter Plan" to mitigate the education needs arising in connection with the Development</p>
"Electric Bikes"	means a fleet of electric bikes linked to mobility hubs serving the Development and for the purposes of this Deed also means measures to provide subsidised membership for Residential Occupiers and Commercial Occupiers
"Eligibility Criteria"	<p>means</p> <ul style="list-style-type: none"> (a) being homeless or threatened with homelessness or living in accommodation which in the opinion of the Council is Insecure or unsuitable; and (b) being unable to purchase or rent reasonably suitable accommodation in the open market for property in the locality where the Affordable Dwelling is situated taking into account the person's income and capital and other financial circumstances (where for the avoidance of doubt accommodation may be unsuitable on the grounds

of cost, overcrowding unfitnes or lack of basic amenities or because of a person's infirmity physical disability mental disability or specific social or care needs)

"Exempt Person"

means any person who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Dwelling;
- (b) has exercised any statutory right to buy in respect of a particular Affordable Dwelling;
- (c) has been granted a Shared Ownership Lease in respect of a particular Affordable Dwelling and the person has subsequently purchased 100% of the equity in the said Affordable Dwelling on final staircasing;
- (d) has been granted a Shared Ownership Lease in respect of a particular Affordable Dwelling and the owner or occupier of that RP Shared Ownership Dwelling is entitled by any statutory provision or national or local policy provision to occupy or dispose of the RP Shared Ownership Dwelling free from restrictions set out in this Schedule whether after a designated period of time or in any other circumstances;
- (e) has been granted a tenancy in respect of a particular Rent to Buy Dwelling and the person has subsequently purchased the said Rent to Buy Dwelling from the Owner at the Open Market Value;
- (f) has acquired a Rent to Buy Dwelling outright;
- (g) any other Affordable Dwelling which takes free of restrictions as to Affordable Housing in circumstances specified under housing or planning legislation or national or local policy from time to time;

"Expert"

means a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the parties to the dispute or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the parties to the dispute

"Extra Care Unit"

means a self-contained residential unit provided for specialist extra care accommodation primarily for older people which may be linked to a certain provision of care and other services in accordance with the Planning Permission

"Extra Care Unit Marketing and Eligibility Criteria Scheme"

means a scheme for the marketing and allocation of the Extra Care Units to Extra Care Qualifying Persons to be submitted to the Council pursuant to paragraph 2, Part 9 of Schedule 2

"Extra Care Qualifying Person"

means a person in need of an Extra Care Unit with existing health conditions but capable of self-care and independent living and **"Extra Care Qualifying Persons"** shall be construed accordingly

"Finally Completed"

means:

- (a) in respect of Open Space when (following Practical Completion and inspection) all maintenance and remedial works required by the Council have been certified as complete by the Council;
- (b) in respect of SANG and/or Additional SANG, when the SANG and/or Additional SANG and any necessary ancillary facilities such as but not limited to a car park (where applicable) are certified as complete by the Council and the SANG and/or Additional SANG is available for public use;
- (c) in respect of Works In Kind to deliver the Health Facility, when the Health Facility is fitted out and available for beneficial Occupation;
- (d) in respect of the Works In Kind to deliver the Eastern Junction, when the Eastern Junction is adopted as highway maintainable at the public expense
- (e) in respect of the Community Hubs when the Community Hub is fully fitted out and available for beneficial Occupation

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

"First School"

means a two form entry primary school on Land comprised in Phase 1 and identified in teal on Plan 6 "Land Use Parameter Plan"

"Green Infrastructure"

means multi-functional green space, providing for the needs of recreation, biodiversity, movement and drainage as further detailed in the LGV Design Code and LGV Landscape Strategy

"Health Facility"

means an optional onsite facility for primary health care use with a minimum area of 300 square metres which is either a stand-alone building or a co-located or shared facility linked to another Community Facility to be provided on Phase 1 in accordance with the approved Health Facility Scheme in the circumstances set out in Clause 11 and Part 2 of Schedule 5

"Health Facility Scheme"

means the optional scheme to construct the Health Facility in the circumstances set out Clause 11 and Part 2 of Schedule 5 which shall include the following detail in respect of the Health Facility:

- (a) shell and core specification;
- (b) arrangements for adequate parking including disabled parking;
- (c) timetable for delivery;
- (d) arrangements for transfer to a licensed primary care service provider; and
- (e) such other details as the Council may reasonably require

"Health Facility Offset"

means a discretionary offset and redistribution of the CCG Contribution up to the value of the CCG Contribution Cap to

account for the Works in Kind to deliver the Health Facility in accordance with Clause 11.3

"Healthcare Improvements" means improvements to the primary health care facilities in the local area including capacity improvements at the following medical centres:

- Chacewater Health Centre;
- Lander Medical Practice;
- The Three Spires Medical Practice

to account for the additional primary health care need generated by the Development

"Heating Plan" means a plan setting out how the Dwellings in each Residential Reserved Matters Approval will be heated following the order of priority set out below (with (a) being the Council's most preferred option and (d) being the Council's least preferred option for the Development):

- (a) geothermal heating provided through the District Heating Network (where available);
- (b) shared-loop ground source heat pumps;
- (c) individual air source heat pumps;
- (d) any other heating solution compatible with the Council's net zero carbon objectives and approved by the Council,

ACKNOWLEDGING THAT the above heating solutions are without prejudice to any solar panels or other renewable microgeneration equipment which may be required in addition to the heating solutions listed at (a) to (d) above in order to supply the energy consumption needs of the Development in accordance with the LGV Design Code, LGV Neighbourhood Design Code and/or LGV Energy Strategy

"Help to Buy South" means the Government appointed local help to buy agency which provides a one stop shop for households seeking all forms of low-cost home ownership or successor body or organisation from time to time

"Homes England" means the body for the time being having or being responsible for providing financial assistance to bodies including Registered Providers of social housing for the purpose of improving the supply and quality of housing in England now conferred on such body under the Housing and Regeneration Act 2008 or any legislation replacing or amending the same

"Household" means anyone who may reasonably be expected to reside with the Qualifying Person(s)

"Housing Application" means in the case of Affordable Rented Dwellings a bid through Cornwall Homechoice or in the case of Shared Ownership Dwellings an application for a specific property

"Housing Mix"	means a matrix setting out the tenure, number, type and size mix (including number of Category 3: Wheelchair User Dwellings) of the Affordable Dwellings in accordance with the template matrix in Appendix 3 of Schedule 2
"Implement"	means to carry out a material operation as defined in section 56(4) of the 1990 Act and "Implementation" shall be construed accordingly
"Index"	means in relation to the Contributions referenced (a) (Air Quality Contribution) (e) (Design Code Implementation and Review Contribution) (l) (Neighbourhood Design Code Review Contribution) (s) (Travel Plan Monitoring Fee) and (t) (TRO Contribution) the All Items Index of Retail Prices published by the Office of National Statistics (or by any other successor organisation) and in relation to all the other Contributions the BCIS Index or (if the relevant index is rebased) the rebased index applied in a fair and reasonable manner to the periods before and after rebasing under this Deed or (if the index is no longer published or is unavailable for use) an alternative comparable basis for indexation notified to the Owner by the Council
"Index Linked"	means adjusted by the Index as set out in Clause 18
"Initial Letting"	means the first tenancy following completion of the construction of the Affordable Dwelling
"Initial Sale"	means the first sale following completion of the construction of the Affordable Dwelling
"Insecure"	means accommodation which the Qualifying Person does not have a legal right to occupy in the long term
"Interest"	means 4% above the Base-lending rate of the National Westminster Bank Plc from time to time or such other bank as the Council may notify the Owner
"Interim Woodlark Habitat"	means the short to medium term onsite habitat in accordance with Interim Woodlark Habitat Scheme to mitigate the impacts of the Development on woodlark during Phases 1 and 2
"Interim Woodlark Habitat Scheme"	means the onsite woodlark mitigation and compensation strategy for Langarth Garden Village dated October 2021 by Cornwall Environmental Consultants Ltd and appended to this Deed as Plan 11 and any amendments thereto approved in writing by the Council from time to time
"Intermediate Dwelling"	means: <ul style="list-style-type: none"> (a) RP Shared Ownership Dwellings; (b) any other intermediate Affordable Housing product approved by the Council pursuant to Schedule 2 Part 4
"Intermediate Rent"	means a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for:

- (a) any modifications to the level of Local Housing Allowance as published from time to time by the Government;
 - (b) annual rental increases by a proportion equivalent to an increase by the Consumer Price Index plus 1%
- "Key Workers"** means persons employed in health, education, social care or community protection roles (or undertaking vocational training including apprenticeships for such roles) at or in the vicinity of the Development
- "Land"** means the site for the Application shown on Plan 1 which at the date of the Planning Permission comprises the Council Land and the Third Party Land
- "Langarth Garden Village"** means the sustainable garden community proposed for the Land in materially accordance with the LGV Masterplan
- "Letting Notice"** means a notice the content of which is to be agreed with the Council which contains details of the property to be let and which shall include unless otherwise agreed by the Council:-
- (a) the name and address of the landlord and Owner;
 - (b) address of the property;
 - (c) weekly or monthly rent;
 - (d) amount and breakdown of any service charge per week, month or annum;
 - (e) details of any additional charges;
 - (f) any age or other occupancy restrictions;
 - (g) property type;
 - (h) property size;
 - (i) heating type;
 - (j) details of mains services in the property;
 - (k) availability of parking space/garage;
 - (l) any disabled adaptations; and
 - (m) provision of any support services

and which is delivered to the Council, clearly addressed and marked for the urgent attention of the **Service Director - Housing**

PROVIDED THAT for the avoidance of doubt an advertisement for the Affordable Dwelling placed on Cornwall Homechoice and approved by the Council shall be considered a **"Letting Notice"** for the purposes of paragraph 2 of Part 3 of Schedule 2

"Letting Period"	means a minimum period of letting of five years from the date of the first letting following completion of the construction of the Rent to Buy Dwellings
"LGV Energy Centre"	means the energy centre forming part of the Development and/or as permitted under stand-alone full planning permission reference PA20/09599 (or any amendments or variations thereto) incorporating amongst other things an electricity substation and battery storage
"LGV Design Code"	means the design code for the Development by AHR dated October 2021 submitted with the Application as may be amended from time to time
"LGV Framework Travel Plan"	means the framework travel plan by Aecom dated 2 November 2020 submitted with the Application as may be amended over time
"LGV Landscape Strategy"	means the landscaping strategy for the Development by TEP dated September 2021 submitted with the Application as may be amended from time to time
"LGV Monitoring and Evaluation Plan"	means the monitoring and evaluation plan by Aecom dated October 2021 submitted with the Application as may be amended from time to time
"LGV Neighbourhood Design Code"	means the design code for a Neighbourhood to be submitted to and approved by the Council pursuant to Planning Condition 9 to the Planning Permission (Application B, outline element of the Planning Permission) as may be amended from time to time
"LGV Social Infrastructure Strategy"	means the strategy by Inner Circle dated June 2021 submitted with the Application as may be amended from time to time
"LGV Transport Assessment"	means the transport assessment by Aecom dated 30 November 2020 and supplemental statement dated 28 April 2021 submitted with the Application as may be amended from time to time
"Local Housing Allowance"	means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it
"Local Connection"	<p>(a) means a connection with the Secondary Area or County as appropriate and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council;</p> <p>(b) being permanently resident therein for a continuous period of at least three years immediately prior to the date of a Housing Application and that residence is of their own choice; or</p> <p>(c) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal or casual employment) therein for a continuous period of at least three years immediately prior to the date of a Housing Application; or</p>

	<ul style="list-style-type: none"> (d) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least five years immediately prior to the date of a Housing Application and where there is independent evidence that the family member is in need of or can give support for the foreseeable future or on an ongoing basis; or (e) being permanently resident in the County for ten out of the first 16 years of life; or (f) being in such other special circumstances which the Council considers requires the applicant to reside therein as appropriate and which is consistent with the Council's Cornwall Homechoice policy as amended from time to time
"Local Labour and Materials Strategy"	means a Construction Phase employment, skills, procurement and resourcing strategy meeting the detailed requirements in paragraph 2 of Schedule 14
"Management Company"	<p>means a management company or companies (or equivalent alternative body or bodies) approved by the Council to be established by the Owner to (amongst other things) maintain and manage any unadopted:</p> <ul style="list-style-type: none"> (a) Open Space Land; (b) SUDS; (c) estate roads and verges, <p>which are not maintained and managed by the Council, Stewardship Vehicle, or Parish Council</p>
"Marine SAC Contribution"	<p>means a financial contribution in the sum of:</p> <ul style="list-style-type: none"> (a) £335 (three hundred and thirty-five pounds) Index Linked per Dwelling (excluding, for the purposes of the Marine SAC Contribution, Student Accommodation Units); and (b) £148 (one hundred and forty-eight pounds) Index Linked per Student Accommodation Unit, <p>to mitigate the Marine Habitats Impacts of the Development in accordance with the European Sites Mitigation SPD July 2021 (or similar or substitute policy guidance from time to time)</p>
"Marine Habitats Impacts"	means the recreational and other impacts of the Development on the Fal and Helford Special Area of Conservation
"Master Developer"	means the person or body assuming responsibility for the Master Developer Covenants under the Memorandum of Understanding and if there is no Memorandum of Understanding such other person or body as approved by the Council in writing

"Memorandum of Understanding"	means the memorandum of understanding to be entered into by the Council pursuant to Planning Condition 29 (Application B outline element of the Planning Permission)
"MEP Monitoring"	means the interim (at 50% Occupation in a Reserved Matters Area) and final (at 100% Occupation in a Reserved Matters Area) monitoring and evaluation of traffic generated each Reserved Matters Area in accordance with the LGV Monitoring and Evaluation Plan to be carried out by a person appointed by the Council and funded, inter alia, via the Personalised Travel Planning Contribution
"Minimum Local Connection"	<p>means a connection with the County and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council:</p> <ul style="list-style-type: none"> (a) being permanently resident therein for a continuous period of at least 12 months immediately prior to the date of a Housing Application and that residence is of their own choice; or (b) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal or casual employment) therein immediately prior to the date of a Housing Application
"Modal Shift Target"	means the reduction in private peak hour car trips generated by the Development to a level of 20% below the number of such trips predicted to be generated by the Development in accordance with the trip rates approved as part of the LGV Transport Assessment
"Mortgagee"	<p>means:</p> <ul style="list-style-type: none"> (a) the mortgagee or chargee of an individual Affordable Dwelling/Affordable Housing Land; or (b) any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"Mortgagee's Duty"	means the tasks and duties set out in paragraph 6.2 of Part 1 of Schedule 2
"NAR"	means the northern access road and supporting utilities and infrastructure running from West Langarth Farm to Treiske in the general alignment shown on Plan 5 "NAR Plan"
"NAR Contribution"	means a financial contribution in the sum of £1974 (one thousand nine hundred and seventy-four pounds) Index Linked per Dwelling towards the Eastern Junction subject to the NAR Contribution Offset
"NAR Contribution Cap"	means £7,500,000 (seven million and five hundred thousand pounds) Index Linked

"NAR Contribution Offset"	means discretionary offset and redistribution of the NAR Contribution up to the value of the NAR Contribution Cap to account for Works in Kind to deliver the Eastern Junction in the circumstances set out in Clause 11.3
"NAR Permission"	means the full element of the Planning Permission authorising the construction of the NAR
"NAR Start Date"	means the date on which the NAR Permission is Implemented
"National Planning Policy Framework"	means the national policy framework setting out the government's planning policies for England and how these are expected to be applied published in March 2012 and last updated on 20 July 2021 or any national policy replacing or amending the same
"Neighbourhood"	means those areas of the Land identified as neighbourhoods pursuant to Planning Condition 8 (Application B outline element of the Planning Permission)
"Neighbourhood Design Code Implementation and Review"	<p>means the Council's reasonable costs of periodically reviewing and/or procuring third party expert design assistance and advice on:</p> <ul style="list-style-type: none"> (a) monitoring the performance of the LGV Neighbourhood Design Code over the lifetime of the Development against the place-making objectives of Langarth Garden Village; (b) checking the conformity of Reserved Matters Applications with the requirements of the LGV Neighbourhood Design Code; and (c) implementing periodic updates to the LGV Neighbourhood Design Code to reflect latest national and local standards and guidance
"Neighbourhood Design Code Review Contribution"	means the financial contribution in the sum of £15,000 (fifteen thousand pounds) Index Linked per Neighbourhood payable to the Council towards Neighbourhood Design Code Implementation and Review (and in the event a Reserved Matters Application is not for an entire Neighbourhood this sum may be apportioned in accordance with paragraph 2.3 of Schedule 13)
"Occupation"	<p>means beneficial occupation for the purposes permitted by the Planning Permission excluding occupation:</p> <ul style="list-style-type: none"> (a) by personnel engaged in construction, fitting out or decoration; (b) for the purposes of marketing or display; or (c) in relation to security operations, <p>and the terms "Occupied", "Occupy" and "Occupier" shall be interpreted accordingly</p>
"Offer"	means an offer made by the Owner to the Registered Provider in the form set out and completed in accordance with Appendix 1 of Schedule 2

"Offsite Sports Pitches"	means any or all of the following options for formal sports provision to serve the Development:
	(a) full sized and junior pitch and ancillary facilities at Threemilestone; and/or
	(b) such other sports pitches in the vicinity of the Development capable of compensating the deficit in the Development's onsite formal sports provision as may be agreed by the Council including but not limited sports pitches on the Stadium Land in the event the Stadium Permission is not Implemented
"Offsite Sports Pitch Contribution"	means a financial contribution in the sum of £333 (three hundred and thirty-three pounds) Index Linked per Dwelling towards Offsite Sports Pitches
"Onsite Air Quality Mitigation Offset"	means measures in equivalent or greater financial value to the Air Quality Contribution attributable to each Reserved Matters Approval to address the air quality impacts of the Development in that reserved Matters Area to be submitted to the Council pursuant to paragraph 1.2 of Schedule 15
"Open Market Dwellings"	means the Dwellings other than the Affordable Dwellings and Extra Care Units
"Open Market Flat"	means the Dwellings other than the Affordable Dwellings constructed as a flat or apartment
"Open Market House"	means the Dwellings other than the Affordable Dwellings constructed as a house (whether terraced, semi-detached or detached)
"Open Market Rent"	means a rent valued using the definition of the International Valuations Standard Council (IVSC) as adopted by the Royal Institution of Chartered Surveyors (RICS) and approved by the Council
"Open Market Value"	means the price which 100% of the freehold or leasehold interest (as the case may be) in the relevant Affordable Dwelling would fetch if sold on the open market by a willing vendor and disregarding the Planning Obligations and other restrictions contained in this Deed and assessed in accordance with the latest RICS Valuation Standards in force at the time of valuation
"Open Space Commuted Sum"	means the sum representing the Council's reasonable cost of managing and maintaining the Open Space Land for a period of 20 years from Practical Completion to be specified by the Council in the event the Council adopts the Open Space Land
"Open Space Land"	means land to be provided within each Reserved Matters Approval for use as public open space in accordance with the Open Space Scheme for that Reserved Matters Area
"Open Space Management Plan"	means the plan setting out:
	(a) the regime for post Practical Completion maintenance, inspection and remediation; and

- (b) ongoing management and maintenance of the Open Space Land, clearly identifying areas proposed for management and maintenance or adoption (as applicable) by:
 - (i) a Management Company;
 - (ii) the Stewardship Vehicle;
 - (iii) the Council; or
 - (iv) a Parish Council approved by the Council
- (c) details of the Open Space Commuted Sum to be paid (in the event the Open Space or part thereof is to be managed and maintained by the Stewardship Vehicle, Council or Parish Council as applicable)

"Open Space Scheme"

means the scheme for the delivery of Open Space Land within each Reserved Matters Area in accordance with the LGV Landscape Strategy (or any subsequent landscape plans or strategies approved under the Planning Permission) which shall include the following details in connection with the Open Space Land:

- (a) quantum;
- (b) typology;
- (c) location and layout;
- (d) nature, size and location of equipped play areas (where indicated in the LGV Landscape Strategy or other landscaping details approved under the Planning Permission);
- (e) linkages to Green Infrastructure across the Development;
- (f) boundary treatments;
- (g) landscape and planting specification (in accordance with the Landscape Strategy or other landscaping details approved under the Planning permission, LGV Design Code and the Council's detailed guidance from time to time);
- (h) implementation timetable, including timing for laying out, maintaining and adoption/transfer of the Open Space Land;
- (i) arrangements for transfer to the Management Company or Stewardship Vehicle or Parish Council, or for adoption by the Council (as applicable)

"Open Space Transfer"

means the transfer of the unencumbered freehold interest in the Open Space Land to either:

- (a) Management Company;

- (b) the Stewardship Vehicle;
- (c) the Council;
- (d) a Parish Council approved by the Council,

which shall:

- (i) be at the Owner's cost (including legal, professional and SDLT costs);
- (ii) be for nil consideration;
- (iii) (in the event the Open Space is transferred to the Stewardship Vehicle, the Council or a Parish Council) provide for payment of the Open Space Commuted Sum to the Stewardship Vehicle, Council or the Parish Council, as applicable;
- (iv) include a restrictive covenant which provides that the Open Space Land shall not (subject to the rights, reservations and exceptions set out at (v) to (vii) below) be used for any purpose other than for a publicly accessible area for general recreational and amenity use;
- (v) include for the benefit of the Open Space Land any rights of access and services over any adjoining land which are reasonably required for the use, management and maintenance of the Open Space Land for the purposes set out in this Deed;
- (vi) include any reservation of rights of access and services reasonably required over the Open Space Land for the benefit of any other part of the Land for the purposes of laying, managing, maintaining, replacing, renewing, cleaning and repairing services; and
- (vii) allow for temporary closures to use by the public for the purposes of management, maintenance, repair, health and safety or in the case of emergency

"Open Space Works"

means the works to lay and equip the Open Space Land in accordance with the approved Open Space Scheme

"Park & Ride Contribution"

means a financial contribution in the sum of £1,973 (one thousand nine hundred and seventy three pounds) Index Linked per Dwelling:

- (a) if the Park & Ride Extension Notice is served, towards the Park & Ride Extension (including both design and construction costs); or
- (b) if the Park & Ride Extension Notice is not served, the Transport Mitigation Purposes

"Park & Ride Extension"	means the proposed 600 space extension to the existing park and ride site north of A390 as shown on Plan 6 "the Land use Parameter Plan")
"Park & Ride Extension Notice"	means the notice to be served by the Council on the Master Developer and Owner confirming the delivery of the Park & Ride Extension
"Park & Ride Extension Notice Period"	means the period between the Occupation of the 200 th and 500 th Dwelling
"Permanent Woodlark Mitigation"	means offsite measures for permanently mitigating and/or compensating the impacts of the Development on woodlark
"Permanent Woodlark Mitigation Plan"	means the plan or strategy making provision for the Permanent Woodlark Mitigation
"Personalised Travel Planning Contribution"	means a financial contribution in the total sum of £464,973 (four hundred and sixty-four thousand nine hundred and seventy three pounds) Index Linked towards Personalised Travel Planning Purposes in instalments, in accordance with paragraph 6 of Schedule 4
"Personalised Travel Planning Purposes"	<p>means a contribution towards an officer at the Council whose role is to liaise with the Travel Plan Coordinator and (where it falls within the Stewardship Vehicle's approved Stewardship Functions) the Stewardship Vehicle whose role includes:</p> <ul style="list-style-type: none"> (a) to encourage residents and other occupiers at the Development to try greener, cheaper and healthier ways of getting from A to B; (b) to promote active travel options at the Development including Car Clubs, E-Bikes and public transport; (c) to run specialized information campaigns for: residents, students / schools and staff, in order to improve access to and take up of sustainable travel options; (d) to promote and help coordinate compliance with Travel Plans approved over the lifetime of the Development; (e) to act as a point of liaison and contact between different Travel Plan Coordinators appointed across the Development; (f) to undertake MEP Monitoring in connection with each Reserved Matters Approval to which a Sustainable Travel Bond applies; (g) to report to the Stewardship Vehicle on the findings of the MEP Monitoring and any remedial actions required pursuant to such MEP Monitoring and funded by the relevant Sustainable Travel Bond; (h) to perform any other role or function required by the Council which is complementary to the objectives set out at (a) to (g) above

"Phase"	means each phase of construction of the outline element of the Development identified Plan 7 "Phasing Plan" and the terms "Phased" and "Phasing" shall be construed accordingly
"Phase 1 Community Hub"	means the Community Hub to be constructed on the Land comprised in Phase 1
"Phase 3 Community Hub"	means the Community Hub to be constructed on the Land comprised in Phase 3
"Plan 1 - Land"	means the plan identifying the Land edged red
"Plan 2 – Council Land"	means the plan identifying the Council Land edged red
"Plan 3 – Third Party Land"	means the plan identifying the Third Party Land edged blue
"Plan 4 – Owner's Land"¹	means the plan identifying the Owner's Land (comprising part of the Council Land or Third Party Land, as applicable) as at the date of this Deed
"Plan 5 - NAR"	means the plan identifying the NAR edged black, as may be amended from time to time
"Plan 6 – Land Use Parameter Plan"	means the plan identifying the land use parameters as at the date of the Application reference LAN_02.1-AHR-MP-ZZ-DR-A-92-002 P15 as may be amended from time to time
"Plan 7 – Phasing Plan"	means the plan identifying the Phasing as at the date of the Application reference LAN_02.1-AHR-MP-ZZ-DR-A-93-005 REV P13 as may be amended from time to time
"Plan 8 – Movement Parameters"	means the plan identifying the movement and access parameters as at the date of the Application reference LAN_02.1-AHR-MP-ZZ-DR-A-93-012 P14 as may be amended from time to time
"Plan 9 – Landscape Plan"	means the plan identifying the Green Infrastructure and other landscaping proposals serving the Development as at the date of the Application reference LAN_02.1-AHR-MP-ZZ-DR-A-92-009 P14 as may be amended from time to time
"Plan 10 – Interim Woodlark Habitat"	means the Woodlark Mitigation and Compensation Strategy for Langarth Garden Village by Cornwall Environmental Consultants dated October 2021 as may be amended from time to time subject to written approval of the Local Planning Authority
"Planning Administration Fee"	means the Council's charge to recover the expenses incurred by the Section 106 Monitoring Officer in monitoring and reporting on compliance with the obligations contained in this Deed in respect of the Owner's Land in accordance with the Council's latest published planning fees and charges schedule at the time of completion of this Deed
"Planning Condition"	means any condition attached to the Planning Permission or Section 73 Consent as may be amended or varied over time
"Planning Obligations"	means the covenants, restrictions, obligations and undertakings set out in Schedule 2 to Schedule 18 inclusive

¹ Land bound by this Deed

"Planning Permission"	means the hybrid planning permission granted by the Council pursuant to the Application
"Police Contribution"	means a financial contribution of £58 (fifty-eight pounds) Index Linked per Open Market Dwelling towards the Police Personnel Infrastructure
"Police Personnel Infrastructure"	means infrastructure costs associated with recruiting additional staff and officers required to meet the additional service demands on the Devon and Cornwall Police arising in connection with the Development including but not limited to personal protective equipment, vehicles and ICT infrastructure
"Practical Completion"	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of the NAR, substantial completion of the entire length of the NAR (excluding the Eastern Junction) and the NAR being available for vehicular use by the public; (b) in respect of the Dwellings, practical completion as evidenced by the issue of a certificate by an architect, surveyor or other suitably qualified professional confirming that the Dwellings are completed internally and externally and available for Occupation; (c) in respect of the Commercial Units, practical completion as evidenced by the issue of a certificate by an architect surveyor or other suitably qualified professional confirming that the Commercial Units are available for Occupation; (d) in respect of the Open Space Works, laid out and available for use by the public, triggering the inspection protocol and maintenance period relevant for those works; (e) in respect of SANG and/or Additional SANG, substantial completion in accordance with the SANG Plan and/or Additional SANG Plan after which the SANG is to be inspected by the Council and/or Natural England; (f) in respect of the Works In Kind to deliver the Eastern Junction, when the Eastern Junction is available for vehicular use by the public; (g) in respect of the Works In Kind to deliver the Health Facility, practical completion as evidenced by the issue of a certificate by an architect surveyor or other suitably qualified professional confirming that the Health Facility is constructed to shell and core specification; (h) in respect of the Community Hubs practical completion as evidenced by the issue of a certificate by an architect surveyor or other suitably qualified professional confirming that the Community Hubs are constructed to shell and core specification

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

"Price"	means the sum agreed with the Owner by the Registered Provider without the input of any Subsidy for the provision of the Affordable Dwellings
"Primary Area"	means the Parish of Kenwyn within the County
"Primary Transport Contribution"	means a lump sum financial contribution of £1,000,000 (one million pounds) Index Linked towards the Transport Mitigation Purposes required to pump prime delivery of critical transport mitigation and infrastructure
"Qualifying Dwelling"	means Open Market Dwellings with two or more bedrooms
"Qualifying Person"	means person(s) who (unless otherwise agreed with the Council): <ul style="list-style-type: none"> (a) has / have an Area Local Connection with the Primary Area; or (b) if no person satisfying the requirement of (a) above has been identified by the Owner in consultation with the Council on the date of Advertising by the Owner of the relevant Affordable Dwelling a person who has an Area Local Connection with the Primary Area or has a Local Connection with the Secondary Area or has a Local Connection with the County; or (c) in the case of Intermediate Homes for Sale, RP Shared Ownership Dwellings and any other Intermediate Dwelling first approved by the Council if no person satisfying the requirements of (a) to (b) has been identified by the Owner in consultation with the Council within a period of 70 days of Advertising the relevant Affordable Dwelling a person who has an Area Local Connection with the Primary Area or a person who has a Local Connection with the Secondary Area or a person who has a Local Connection with the County or a person who has the Minimum Local Connection

PROVIDED THAT

- (d) priority will always be given to a person who has an Area Local Connection with the Primary Area followed by a person who has a Local Connection with the Secondary Area followed by a person who has a Local Connection with the County followed by a person who has the Minimum Local Connection

PROVIDED FURTHER THAT

- (i) the Council reserves the right not to allow the letting of an Affordable Rented Dwelling to a Qualifying Person with a Primary Area connection should the letting result in an under occupancy of the Affordable Rented Dwelling by more than one bedroom; and
- (ii) in the case of an Affordable Dwelling which has been constructed or adapted to meet the needs of disabled persons the Council reserves the right to allow the sale or letting of such

Affordable Dwelling to a disabled person who either:

- (1) satisfies the Eligibility Criteria; or
- (2) is releasing an Alternative Affordable Home elsewhere; or
- (3) who has been accepted onto Cornwall Homechoice; and

who on the date of Advertising has a Local Connection with the County

PROVIDED THAT the Affordable Dwelling has first been offered to any disabled person who satisfies the requirements in either (1), (2) or (3) and who on the date of Advertising has a Local Connection with the Secondary Area

SAVE THAT where an Affordable Dwelling is subject to the provisions of The Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012 such person(s) that fall within Regulation 3(3) of those regulations shall not be required to have an Area Local Connection with either the Primary Area or the Secondary Area or a Local Connection with the County

"Reasonable Endeavours"

means that the party under 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 compliance with such obligation or 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 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 and in the event that the parties cannot so agree either party may refer the matter for consideration by an Expert pursuant to the procedure set out in Clause 21

"Reasonable Service Charge"

means a sum that covers the contributions required from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with the Affordable Dwelling such as maintaining repairing and keeping secure the relevant Affordable Dwelling and its common parts the cleaning and lighting of common parts and the maintenance of any communal gardens or landscaping areas whether by a Management Company or by the Stewardship Vehicle that directly benefit the Affordable Dwelling

"Registered Provider"

means a person or body which is:

- (a) registered as a provider of social housing under Part 2 of the Housing and Regeneration Act 2008 or such other class of body as may be constituted under any legislation

	replacing that provision (and which shall include the Council as a provider of social housing); and
	(b) approved by the Council
"Regulator of Social Housing"	means an executive non-departmental public body, sponsored by the Department for Levelling Up, Housing and Communities whose function it is to regulate Registered Providers
"Relevant Parties"	means the parties to this Deed or their successors in title and/or assigns and in the case of the Council includes any statutory successors in function who make use of the Dispute Resolution provision in Clause 21
"Relevant Water Body"	means a water body constituted under the Water Industry Act 1991 or similar with responsibility for managing and maintaining surface water drainage systems in the County
"Reserved Matters"	means matters reserved for subsequent approval by the Council under the Planning Permission (being access, appearance, landscaping, layout and scale)
"Reserved Matters Application"	means an application for Reserved Matters (but where an application does not include details for each of access, appearance, landscaping, layout and scale, the last application required for full detailed permission for any particular Reserved Matters Area)
"Reserved Matters Approval"	means an Implementable approval pursuant to a Reserved Matters Application or Reserved Matters Applications
"Reserved Matters Area"	means any part of the Development for which a Reserved Matters Approval is obtained
"Residential Occupier"	means an Occupier of a Dwelling
"Residential Reserved Matters Application"	means a Reserved Matters Application in respect of a Reserved Matters Area containing one or more Dwelling
"Residential Reserved Matters Approval"	means a Reserved Matters Approval pursuant to a Residential Reserved Matters Application
"Residential Reserved Matters Area"	means any part of the Development for which a Residential Reserved Matters Approval is obtained
"Residential Travel Plan"	means a plan designed to facilitate the achievement of the Modal Shift Target and implement the other mitigation measures set out in the LGV Framework Travel Plan in connection with the use of the Dwellings, including but not limited to the use of introductory bus subsidies, travel vouchers (or equivalent) to the minimum value of £50 (fifty pounds) Index Linked per Dwelling to encourage the use of public transport, Car Club(s) and E-bikes
"RP Products"	means: <ul style="list-style-type: none"> (a) Social Rented Dwellings; (b) Affordable Rented Dwellings;

	(c) RP Shared Ownership Dwellings; and
	(d) any other Affordable Housing tenure managed by a Registered Provider or the Council and approved by the Council
"RP Shared Ownership Dwellings"	means Affordable Dwellings which are owned and managed by or in partnership with a Registered Provider, constructed to Space Standards and sold subject to a Shared Ownership Lease and a "RP Shared Ownership Dwelling" means any of the said Affordable Dwellings
"Safeguard"	means in respect of the Second School Land: not to carry out permanent material operations or institute permanent uses which are incompatible with the construction and use of the of the Second School
"Sale Notice"	means a notice which contains details of the Affordable Dwelling(s) to be sold the content of which is to be agreed with the Council and which shall include unless otherwise agreed with the Council: <ul style="list-style-type: none"> (a) the name and contact details of the developer or owner and any sales agent; (b) address of the development or property; (c) tenure type; (d) in the case of Initial Sales the resale percentage, Open Market Value and proposed sale price; (e) amount and breakdown of any service charge per week, month or annum; (f) details of any additional charges; (g) property type; (h) property size; (i) house type; (j) heating type; (k) garden type; (l) availability of parking space/garage; (m) any further relevant information; and (n) which is delivered to the Council, clearly addressed and marked for the urgent attention of the Service Director-Housing
"SAMM Contribution"	means a financial contribution of £30 (thirty pounds) Index Linked per Dwelling to be paid to the Council (for onward transmission to the Stewardship Vehicle in the event management and maintenance of the SANG and/or Additional SANG and Biodiversity Areas becomes one the approved Stewardship Vehicle Functions) towards monitoring the implementation and

	performance of the SANG and/or Additional SANG and/or Biodiversity Areas against the SANG Plan, Additional SANG Plan and/or Biodiversity Conformity Statement, as applicable
"SANG"	means suitable alternative natural greenspace to mitigate the Terrestrial Habitat Impacts of the Development to be provided pursuant to the SANG Plan and/or Additional SANG Plan
"SANG Plan"	<p>means the plan to be submitted in connection with Land comprised in Phases 1 and 2 of the Development setting out the:</p> <ul style="list-style-type: none"> (a) nature; (b) quantum; (c) specification; (d) timing of delivery; (e) proposals for ongoing monitoring, management and maintenance; (f) arrangements for financially resourcing the proposals for ongoing monitoring, management and maintenance for the lifetime of the Development (whether by the Stewardship Vehicle or otherwise), <p>to be submitted to and approved by the Council in consultation with Natural England pursuant to paragraph 1.1 of Schedule 10</p>
"Secondary Area"	means the City of Truro in the County
"Second School"	means a three form entry primary school proposed for delivery on the Second School Land depending on the pupil yield generated by the Development
"Second School Land"	means the Land comprised in Phases 4 and 5 shown and identified in teal on Plan 6 "Land Use Parameter Plan"
"Second School Notice"	means the notice calling for the transfer of the Second School Land to the Council or (at the Council's discretion) the Second School Nominee
"Second School Notice Period"	means the period of time in which the Council can serve the Second School Notice being from the Occupation of the 1700 th Dwelling up until the Occupation of the 2300 th Dwelling
"Second School Nominee"	means the Council's nominee to accept the transfer of the Second School Land including but not limited to the Department for Education or a related person or body
"Section 73 Consent"	means a planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes any Planning Condition subject to which the Planning Permission was granted
"Section 106 Monitoring Officer"	means the officer at the Council from time to time appointed to monitor and report on compliance with planning obligations under Section 106 of the 1990 Act

"Shared Ownership Lease"	<p>means a lease substantially in the form approved or published by Homes England whereby the tenant having paid an initial premium calculated by reference to a maximum of 75% of the Open Market Value of the particular unit pays a rent in respect of the remaining equity held by the Owner plus (if appropriate) a Reasonable Service Charge and whereby the tenant may in successive tranches purchase up to 100% of the equity in the unit</p> <p>PROVIDED THAT such rent per annum shall:</p> <ul style="list-style-type: none"> (a) initially be at a level not exceeding 2.5% of the full Open Market Value of the Registered Provider's retained share of the relevant affordable unit and (b) not be at a level which is in conflict with any applicable Homes England restrictions relating to charges payable by the tenant
"Site Specific Highway Agreement"	means an agreement entered into under sections 38 and 278 of the 1980 Act and other powers to authorise and regulate the Site Specific Highway Works
"Site Specific Highway Works"	means improvements or other works to publicly adopted highway and/or the construction of estate roads serving individual Reserved Matters Areas as required pursuant to the Planning Permission
"Space Standards"	means homes built to the minimum gross internal floor areas and storage (m ²) for the relevant property type and size as set out in the Department for Communities and Local Government document 'Technical Housing Standards – Nationally Described Space Standards' first published in May 2015 or any other similar standards that may replace these
"Stadium Land"	means the land shown edged red and to the north west of the "Langarth Park & Ride" shown on Plan 6 "Land Use Parameter Plan"
"Stadium Permission"	means planning permission ref PA11/06125 in respect of the Stadium Land including any lawful amendments or variations thereto
"Stewardship Functions"	<p>means the following roles and responsibilities in relation to the Development:</p> <ul style="list-style-type: none"> (a) to assume ongoing responsibility for the monitoring, management and maintenance of Open Space, SANG, Additional SANG, Biodiversity Areas, Green Infrastructure, SUDS, Community Facilities and other public benefit assets associated with the Development as set out in the Stewardship Vehicle Business Plan; (b) to promote informal and formal forms of community governance; (c) to promote the vision of Langarth Garden Village including but not limited to through promoting understanding of the LGV Design Code and LGV Neighbourhood Design Code and the principles of effective place-making;

- (d) to promote commercially viable social enterprise, economic development and job creation;
- (e) to promote development of social networks and health and wellbeing of the community within the Development;
- (f) (if appointed to do so) to liaise with the Travel Plan Coordinator or Travel Plan Coordinators appointed under the Travel Plans to promote the objectives of the Framework Travel Plan and compliance with the individual Travel Plans;
- (g) (if appointed to do so) to liaise with the Clerk of Works appointed by the Owner pursuant to paragraph 1 of Schedule 14 to oversee compliance with planning control within individual Reserved Matters Areas and across the Development;
- (h) (if appointed to do so) to liaise with the person at the Council appointed to carry out the MEP Monitoring with a view to being a consultee on any Additional Transport Mitigation Measures deemed necessary following MEP Monitoring;
- (i) to perform any roles allocated in the Stewardship Vehicle Business Plan in relation to the LGV Energy Centre;
- (j) to keep residents at Langarth Garden Village aware of opportunities to participate in or democratically influence the governance and decision-making of the Stewardship Vehicle; and
- (k) (if appointed to do so) to monitor the performance of the Development against key performance indicators including but not limited to renewable energy, energy efficiency, access to and uptake of electric vehicles, healthy living objectives, compliance with Planning Conditions and Planning Obligations relating to landscaping, biodiversity and other sustainability objectives

"Stewardship Vehicle"

means the legal structure set up pursuant to Schedule 9 to carry out the Stewardship Functions

"Stewardship Vehicle Governance Structure"

means the legal structure for the Stewardship Vehicle which structure can take one of the following forms:

- (a) company limited by guarantee;
- (b) company limited by shares;
- (c) community interest company;
- (d) community benefit society; or
- (e) another organization, person or body capable of fulfilling the functions attributed to the Stewardship Vehicle in this Deed and approved by the Council

including relevant constitutional documents such as articles of association, memorandum of understanding and similar which take account of the Stewardship Functions

"Stewardship Vehicle Business Plan"

means the plan to be prepared in accordance with paragraph 1.1 of Schedule 17 to demonstrate the financial autonomy of the Stewardship Vehicle to perform its functions for the lifetime of the Development which may without limitation include account of the following income sources:

- (a) public or private grant;
- (b) ground rent;
- (c) service charges;
- (d) rent charges;
- (e) commercial rents;
- (f) estate management charges;
- (g) dividends (if applicable);
- (h) Open Space Commuted Sum(s) in the event the Stewardship Vehicle assumes responsibility for the ongoing management and maintenance of Open Space and Green Infrastructure;
- (i) SUDS Commuted Sum(s) in the event the Stewardship Vehicle assumes responsibility for the ongoing management and maintenance of SUDS;
- (j) SAMM Contribution in the event the Stewardship Vehicle assumes responsibility for the ongoing management and maintenance of the SANG and/or Additional SANG and Biodiversity Areas

PROVIDED THAT all service charges or rent charges or estate management charges or similar charges attributable to the Stewardship Vehicle will be charged equitably across the Development on the basis that the Stewardship Functions are performed for the benefit of the Development as a whole

"Stewardship Vehicle Welcome Pack"

means a welcome pack for all Residential Occupiers and Commercial Occupiers of the Development explaining the Stewardship Functions and how Residential Occupiers and Commercial Occupiers can democratically participate in and contribute to those functions

"Student Accommodation Unit"

means a Dwelling provided as student/health worker accommodation pursuant to the Planning Permission

"Student Accommodation Marketing Scheme"

means a marketing scheme for the marketing and allocation of Student Accommodation Units with priority afforded to Key Workers to be submitted to and approved by the Council pursuant to paragraph 3 of Part 9 of Schedule 2

"Subsidy"	means capital grant funding provided by the Council and/or Homes England or other such body as may succeed it
"Substantial Implementation"	means in respect of the Development (except for the NAR) construction beyond ground floor slab level and the terms "Substantially Implement" shall be construed accordingly
"Substantial Occupation"	means 75% Occupation in a Reserved Matters Area and/or the Development as context requires and "Substantial Occupation" shall be construed accordingly
"Subsequent Sales"	means the sale of Affordable Dwellings other than Initial Sales
"SUDS"	means sustainable drainage systems to be provided on the SUDS Land to mitigate the drainage impacts of the Development (including the NAR) in accordance with the Planning Permission
"SUDS Commuted Sum"	means the sum representing the Council's reasonable cost of managing and maintain the SUDS Land for a period of 20 years from Practical Completion
"SUDS Land"	means the land in, on or under which the SUDS will be constructed in any Reserved Matters Area in accordance with the Planning Permission
"SUDS Transfer"	<p>means the transfer of the unencumbered freehold interest in the SUDS Land to either:</p> <ul style="list-style-type: none"> (a) a Management Company; (b) the Stewardship Vehicle; (c) the Council; (d) the Parish Council; or (e) Relevant Water Body <p>which shall:</p> <ul style="list-style-type: none"> (i) be at the Owner's cost (including legal, professional and SDLT costs); (ii) be for nil consideration; (iii) include any use and building over restriction reasonably necessary to comply with the approved SUDS management details approved under the Planning Permission; (iv) include for the benefit of the SUDS Land such rights of access and services over any adjoining land which are reasonably required for the use management and maintenance of the SUDS for the purposes set out in this Deed; and (v) include any reservation of rights of access and services reasonably required over the SUDS Land for the benefit of any other part of the

Land for the purposes of laying, managing, maintaining, replacing, renewing, cleaning and repairing services

"Sustainable Transport Bond"

means either a cash deposit or a performance bond by a bondsman or surety approved by the Council (or other equivalent security mechanism approved by the Council acting in its absolute discretion) towards Additional Transport Mitigation Measures calculated as follows:

$$\text{Sustainable Transport Bond Sum} = (N \times \text{£}x + n \times \text{£}y) / 2470 \times Z$$

Where

£ x = £3,000,000 is the value assigned for a full mitigation of a junction;

£ y = £200,000 is the value assigned for a "half" mitigation of a junction – where a pre-existing development impact requiring mitigation has been exacerbated;

N is the number of new junctions where traffic impact suggests mitigation would be required in 2023 Scenario C, compared with 2023 Scenario A under the LGV Monitoring and Evaluation Plan (three junctions);

n is the number of junctions which would require mitigation in 2023 Scenario A, but would experience an increase in development impact in Scenario C under the LGV Monitoring and Evaluation Plan (two junctions); and

Z = maximum number of Open Market Dwellings specified a Reserved Matters Approval

"Terrestrial SAC Contribution"

means a financial contribution in the sum of:

- (a) £180 (one hundred and eighty pounds) Index Linked per Dwelling (excluding, for the purposes of the Terrestrial SAC Contribution, Student Accommodation Units);
- (b) £75 (seventy-five pounds) Index Linked per Student Accommodation Unit,

to mitigate the residual Terrestrial Habitats Impacts of the Development in accordance with the European Sites SPD July 2021 (or replacement planning policy guidance from time to time)

"Terrestrial Habitats Impacts"

means the adverse recreational and other impacts of the Development on Penhale Dunes SAC

"Third Party Land"

means that part of the Land which, at the date of grant of Planning Permission, is not owned by the Cornwall Council and is shown on Plan 3, as more particularly set out in Schedule 1

"Third Party Landowner"

means the owner(s) of Third Party Land

"Threemilestone Contribution"	means the total financial contribution in the sum of £2,780,000 (two million seven hundred thousand and eighty thousand pounds) Index Linked towards the Threemilestone Facilities
"Threemilestone Facilities"	means transport, urban realm and connectivity improvements in Threemilestone including: <ul style="list-style-type: none"> (a) public realm improvements including improved parking for the Threemilestone GP Surgery to account for capacity pressures consequent on the Development; (b) village centre highway improvements to improve connectivity and integration with the Development and to mitigate construction and operational period traffic impacts arising from the Development; and (c) mobility hub infrastructure such as but not limited to cycle parking/shelters (including e-bike docking), electric vehicle charging, storage and other ancillary facilities to improve connectivity and integration with the Development and help achieve the sustainable transport objectives of the LGV Transport Strategy
"Traffic Regulation Order"	means an order made by the Council under the Road Traffic Act 1984 to prohibit or restrict the use of the highway in a specified manner
"Transport Contribution"	means a financial contribution in the sum of £662 (six hundred and sixty two pounds) Index Linked per Open Market Dwelling to be paid to the Council towards the Transport Mitigation Purposes
"Transport Mitigation Purposes"	means the following highway improvements and other sustainable travel measures to mitigate the transport impacts of the Development: <ul style="list-style-type: none"> (a) off-site mobility hub infrastructure at key locations serving the Development such as, but not limited to, cycle parking/shelters (including Electric Bike docking), electric vehicle charging, storage and other ancillary facilities such as cafes, benches, bins and bollards and associated infrastructure enabling works; and (b) Langarth Garden Village sustainable transport measures including but not limited to A390 online/offline pedestrian and cycle provisions, Car Club(s) and Electric Bikes
"Travel Plan"	means either: <ul style="list-style-type: none"> (a) a Residential Travel Plan; or (b) a Commercial Travel Plan as appropriate
"Travel Plan Coordinator"	means the person or body appointed to oversee the implementation of each Travel Plan approved in connection with the Development

"Travel Plan Monitoring Fee"	<p>means the sum of £6,500 (six thousand five hundred pounds) Index Linked per Travel Plan payable to the Council towards the Council's costs of:</p> <ul style="list-style-type: none"> (a) monitoring the performance of, supervising compliance with and making reasonable recommendations to securing the ongoing effectiveness of each Travel Plan approved in connection with the Development; (b) implementing the LGV Monitoring and Evaluation Plan, including but not limited to sensor fitting <p>in such proportions as the Council shall direct</p>
"Travel Plan Monitoring Period"	means 5 years from first Occupation in a Reserved Matters Area with a Travel Plan
"TRO"	means a Traffic Regulation Order made pursuant to The Road Traffic Regulation Act 1984 and other powers required by the Council to control on-street parking in connection with the Development
"TRO Contribution"	means total financial contribution in the total sum of £105,000 (one hundred and five thousand pounds) Index Linked payable in instalments towards the Council's costs of implementing TROs (including consultation costs) in accordance with paragraph 10 of Schedule 4
"Valuation Report"	means a report setting out the Open Market Value of the relevant Dwelling and carried out by a Valuer
"Valuer"	means a professionally qualified valuer who is a member of the Royal Institution of Chartered Surveyors or equivalent
"Viability Review Mechanism"	<p>means the mechanism for reassessing the financial viability of the Development as comprised in a given Reserved Matters Application having regard to the following variables:</p> <ul style="list-style-type: none"> (a) the Affordable Housing Quantum; (b) the Affordable Housing Tenure Mix; (c) the delivery and phasing triggers for the provision of Affordable Dwellings within a Reserved Matters Area and/or across the Development as a whole; (d) the obligations restricting the Occupation and allocation of Affordable Dwellings in Schedule 2
"Works in Kind"	<p>means physical construction and delivery by the Owner of:</p> <ul style="list-style-type: none"> (a) the Eastern Junction; and/or (b) the Health Facility; <p>in accordance with Clause 11</p>
"Works in Kind Cut Off Date"	means:

- (a) in respect of the Eastern Junction: Commencement of Development on the Land comprised in Phase 3 (or part thereof); and
 - (b) in respect of the Health Facility: Occupation of 200 Dwellings,
- unless otherwise agreed by the Council
- "Works in Kind Offset"** means the Health Facility Offset and/or the NAR Contribution Offset
- "Working Day"** means a day other than a Saturday or Sunday or public holiday in England

1.2 Interpretation

- 1.2.1 The expressions the "**Council**", the "**Owner**" shall include their successors in title and assigns and any person(s) or body corporate deriving title through or under them.
- 1.2.2 Words importing the masculine gender only shall include all other genders and vice versa.
- 1.2.3 Words importing the singular shall include the plural and vice versa.
- 1.2.4 Words importing persons shall include companies and corporations and vice versa.
- 1.2.5 Where any party consists of two or more persons companies or corporations the Deed expressed to be made by that party and the conditions and provisions contained in this Deed shall be deemed to have been made jointly and severally by the persons named as that party.
- 1.2.6 Save where a contrary intention is expressed a reference herein to a Clause or Schedule shall be deemed to be a reference to a Clause or Schedule of this Deed and reference to a Sub-Clause paragraph or Part shall be deemed to be a reference to a Sub-Clause or paragraph or Part of the Clause or Schedule in which such reference appears.
- 1.2.7 All references to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.2.8 The Clause and paragraph headings herein are for ease of reference only and shall not affect the interpretation of this Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Owner's interest in the Land and to the intent that the obligations on the part of the Owner herein contained falling within the provisions of section 106 of the 1990 Act shall be planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as Local Planning Authority in accordance therewith but subject to the provisions of this Deed.

3. LEGAL EFFECT

- 3.1 This Deed shall take effect from the date hereof.

4. LIMITATIONS OF LIABILITY

- 4.1 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenants prior to parting with such interest.
- 4.2 This Deed is not binding on or enforceable against:
- 4.2.1 any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Land unless and until such mortgagee or chargee has entered into possession of the Land or any part thereof to which such obligation relates whereupon it will be bound by the obligations as a person deriving title from the Owner;
 - 4.2.2 any person to the extent that a breach of this Deed relates to any part of the Land in which that person has no interest;
 - 4.2.3 any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of supplying utilities such as electricity, gas, water, drainage, telecommunications or public transport services;
 - 4.2.4 any individual owner, occupier, lessee or licensee of an Open Market Dwelling;
 - 4.2.5 any individual owner, occupier, lessee or licensee of a Custom Build Unit, Extra Care Unit or Student Accommodation Unit constructed pursuant to the Planning Permission or those deriving title from them SAVE THAT any eligibility, marketing or Occupation restrictions in Part 9 of Schedule 2 shall be enforceable against such persons (subject to any releases or exemptions agreed as part of the approved Custom Build Marketing Scheme, Extra Care Unit Marketing and Eligibility Criteria Scheme, or Student Accommodation Marketing Scheme);
 - 4.2.6 any chargee, mortgagee or receiver of any owner of an Open Market Dwelling or Student Accommodation Unit or Extra Care Unit or Custom Build Unit from time to time;
 - 4.2.7 any individual owner, occupier, lessee or licensee of an Affordable Dwelling or those deriving title from them SAVE THAT the requirements to Occupy and market (where applicable) Affordable Dwellings as Affordable Housing in Schedule 2 shall be enforceable against such persons (subject to the releases and exemptions set out in Schedule 2);
 - 4.2.8 save for the requirements in Schedule 2 and subject always to paragraph 6.2 of Part 1 of Schedule 2 or (in respect of First Homes only) paragraph 4 of Part 8 of Schedule 2 any Mortgagee.

5. TERMINATION

- 5.1 If the Planning Permission is quashed (and appeal proceedings are finally exhausted) revoked or modified without the consent of the Owner or expires by the effluxion of time then this Deed shall cease to have effect provided always that at the time of the said quashing revocation or modification Development has not Commenced.

6. 1999 ACT EXCLUSION

- 6.1 The provisions of the 1999 Act shall not apply to this Deed and no third party shall have any rights to enforce the terms of this Deed.

7. SEVERABILITY

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

8. **GOOD FAITH AND COOPERATION**

- 8.1 Each of the parties to this Deed shall act in good faith and shall co-operate with each of the other parties to facilitate the discharge and performance of all obligations on them contained in this Deed.
- 8.2 The Owner shall comply at its own expense with any reasonable requests of the Council to provide documentation within its possession for the purposes of monitoring compliance with the Planning Obligations.
- 8.3 On the written request of the Owner at any time after each or all of the Planning Obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council shall issue a written confirmation of such performance or discharge.
- 8.4 On the written request of the Owner and after all the Planning Obligations have been satisfied, the Council shall cancel all entries made in the Register of Local Land Charges relating to this Deed.
- 8.5 All notices, notifications, consents, approvals and confirmations under this Deed shall:
- 8.5.1 be given in writing; and
- 8.5.2 not be unreasonably withheld or delayed.

9. **NO FETTER ON FUTURE DEVELOPMENT**

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

10. **RETROSPECTIVE CONTRIBUTIONS**

- 10.1 The Owner and the Council acknowledge and agree that to ensure the fair and equitable apportionment of the cost of mitigation and infrastructure required in connection with the Planning Permission the Contributions are (save where expressly provided otherwise) payable whether or not the mitigation or infrastructure to which the Contribution relates has already been built and/or provided in full as at the date of payment.

11. **WORKS IN KIND**

- 11.1 In the event the Owner (other than the Council) proposes to deliver the Works in Kind the Owner shall prior to the Works in Kind Cut Off Date submit to the Council for its approval (to be given in the Council's absolute discretion):
- 11.1.1 comprehensive details and specifications of the proposed Works in Kind which shall include (unless otherwise agreed by the Council) the installation of all utilities required by those Works in Kind (the "**Works in Kind Specification**");
- 11.1.2 a detailed construction and programme setting out the timescales within which the Works in Kind will be carried out and completed (the "**Works in Kind Programme**");
- 11.1.3 a written assessment of the estimated costs of carrying out and completing the Works in Kind including construction costs, associated professional fees and maintenance contributions (excluding any bond fees or equivalent) (the "**Estimated Works in Kind Costs**");
- 11.1.4 proposals for the contractual arrangements to govern the Works in Kind including but not limited to (in respect of the Eastern Junction) a highway agreement pursuant to sections 38/278 of the 1980 Act, (in respect of the Health Facility) a development agreement, and details of any other building contracts, appointments, warranties reasonably required by the Council in connection with the Works In Kind (the "**Works in Kind Contract**"); and

- 11.1.5 the Owner's calculation of the Works in Kind Offset based on the Estimated Works in Kind Costs (but not in any event exceeding the CCG Contribution Cap and/or the NAR Contribution Cap as applicable)
- 11.2 The Owner covenants not to carry out the Works in Kind until and unless the Council has approved the Works in Kind Specification, Works in Kind Programme, Estimated Works in Kind Costs, Works in Kind Contract and the Owner's calculation of the Works in Kind Offset and further, in respect of the Health Facility, the Health Facility Scheme
- 11.3 The Works in Kind Offset shall only apply in the event the Council's approval is obtained to each of the matters specified in Clauses 11.1.1 to 11.1.5 above and:
- 11.3.1 in respect of the Health Facility Offset, the Health Facility has been Finally Completed pursuant to the approved Health Facility Scheme; and
- 11.3.2 in respect of the NAR Contribution Offset, the Eastern Junction has been Finally Completed.
12. **OVERLAPPING PLANNING PERMISSIONS**
- 12.1 The Owner covenants not to Implement the Planning Permission in the Relevant Area (as defined in Clause 12.2) in event the following planning permissions are Implemented in the Relevant Area:
- 12.1.1 PA11/06124 dated 10 July 2013 ("Langarth Farm Outline");
- 12.1.2 PA14/10755 dated 25 July 2016 ("Willow Green Hybrid");
- 12.1.3 PA14000703 dated 11 August 2016 ("Maiden Green Hybrid"); and
- 12.1.4 PA21/00607 dated 20 September 2021 ("Petrol Filling Station Permission")
- 12.2 For the purposes of this Clause 12 "**Relevant Area**" means that part of the Land in respect of which detailed planning approval exists (whether pursuant to reserved matters approvals or otherwise) pursuant to the Langarth Farm Outline, Willow Green Hybrid, Maiden Green Hybrid and/or Petrol Filling Station Permission which has been Implemented pursuant to that detailed approval.
- 12.3 For the avoidance of doubt in the event and to the extent the Langarth Farm Outline, Willow Green Hybrid, Maiden Green Hybrid and Petrol Filling Station Permissions lapse for non-implementation this Clause 12 shall determine in respect of that planning permission or those planning permissions.
13. **NO FETTER ON FUNCTION**
- 13.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council and County Council under all statutory by laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.
14. **WAIVER**
- 14.1 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the Planning Obligations or other terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant Planning Obligations or terms or conditions or for acting upon any subsequent breach or default of the same.

15. **OWNER'S COVENANTS**

The Owner covenants with the Council to comply with the terms of this Deed and to observe and perform the Planning Obligations

16. **COUNCIL'S LEGAL COSTS AND PLANNING ADMINISTRATION FEE**

16.1 The Owner covenants with the Council as follows:

16.1.1 to pay the Council's reasonable legal fees and any costs incurred in the negotiation preparation and execution of this Deed on completion of this Deed; and

16.1.2 to pay the Council's Planning Administration Fee on completion of this Deed.

17. **REGISTRATION**

17.1 The parties hereby consent to the registration of this Deed as a Local Land Charge by the Council.

18. **INDEXATION**

18.1 Any Contribution (or part thereof) to be paid to the Council under this Deed shall be adjusted by an amount equivalent to the change in the Index from the date of the Planning Permission to the date on which such Contribution is paid to be calculated as follows:-

$$A \times \frac{B}{C} = D$$

where:-

A = the relevant sum as specified in this Deed in pounds sterling;

B = the Index at the date the relevant sum is paid;

C = the Index at the date of the Planning Permission; and

D = the resultant sum in pounds sterling payable under this Deed,

and, for the avoidance of doubt, if D is less than A, then the net movement in the Index over the relevant period shall be deemed to be nil.

18.2 For the avoidance of doubt, the CCG Contribution Cap and the NAR Contribution Cap shall also be Index Linked

19. **NOTICES**

19.1 Any notice or other written communication to be served on a party or given by one party to any other under the provisions of this Deed will be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party on whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received on:-

19.1.1 if delivered by hand, the next Working Day after the day of delivery;

19.1.2 if sent by post, the day two Working Days after the date of posting; or

19.1.3 if sent by recorded delivery, at the time delivery was signed for.

19.2 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

19.3 The address for any notice or other written communication shall be within the United Kingdom.

19.4 As at the date of this Deed the address for any notice or other written communication is:-

Party	Address
Council	Cornwall Council, County Hall, Truro, TR1 3AY marked FAO Section 106 Monitoring Officer or such other address and/or recipient as notified to the owner from time to time
Owner	the Owner's registered office from time to time marked FAO [] or such other address and/or recipient as notified to the Council from time to time

19.5 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

20. SECTION 73 CONSENT

20.1 If any Section 73 Consent is granted after the date of this Deed:

20.1.1 the obligations in this Deed shall to the extent they subsist and remain relate to and bind such Section 73 Consent; and

20.1.2 the definitions of Application, Development and Planning Permission shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent

PROVIDED THAT:

20.1.3 nothing in this Clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

20.1.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

20.1.5 the Council reserves the right to require the completion of a separate planning obligation by deed of agreement or undertaking in connection with any Section 73 Consent in the event the application for Section 73 Consent gives rise to the need for additional or modified planning obligations to those set out in this Deed

21. SETTLEMENT OF DISPUTES

21.1 Any dispute arising out of the provisions of this Deed shall be referred to the Expert for the determination of that dispute **PROVIDED THAT** the provisions of this Clause shall be without prejudice to the right of any party to seek the resolution of any matter relating to the Deed by the courts and/or in accordance with section 106(6) of the 1990 Act.

21.2 The Expert shall be appointed jointly by the Relevant Parties.

21.3 The decision of the Expert shall be final and binding upon the Relevant Parties and subject to the following provisions:-

21.3.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties who are in dispute unless the Expert shall otherwise direct;

- 21.3.2 the Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him before making his decision; and
- 21.3.3 where there is a dispute as to the amount of any contribution the Owner shall pay its estimate of such contribution to the Council at the time specified in this Deed and shall pay any difference between that figure and the amount determined by the Expert within 28 days of the Expert's decision together with Interest thereon calculated (in accordance with this Deed) from the date the payment was required until the date it is made.

22. **CHANGE IN OWNERSHIP**

- 22.1 Subject to Clause 22.2 below, the Owner covenants to give the Council written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged and such notice shall:

22.1.1 give details of the transferee's full name and registered office (if a company or usual address if not); and

22.1.2 the area of the Land or unit of occupation affected by reference to a plan;

- 22.2 The requirement in Clause 22.1 above does not apply to disposals of Dwellings to individual Owners and Occupiers or to disposals to statutory undertakers

23. **[CONSENT OF THE BANK²**

The Bank acknowledges and declares that this Deed has been entered into by the Owner with its consent to the intent that the planning obligations shall be binding on the [part of the Land bound by the Bilateral Agreement comprised in Land Registry title []] and that the security of the mortgage/charge over such land shall take effect subject to this Deed **PROVIDED THAT** the Bank shall only be liable for any breach that it has itself caused whilst mortgagee in possession but shall not be liable itself for any pre-existing breach]

24. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England.

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

² Delete if part of Land bound by Deed is not subject to a legal charge or mortgage

SCHEDULE 1

THE LAND

All that land known shown edged with a red line on the Plan 1

THE COUNCIL LAND

All that land as forming part of the Land shown for identification purposes only edged with a red line on Plan 2

THE THIRD PARTY LAND

All that land as forming part of the Land shown for identification purposes only edged with a blue line on Plan 3

OWNER'S LAND

All that land known as [] Cornwall comprised in Land Registry titles [] forming part of [the Council Land / Third Party Land]³ shown for identification purposes only edged with a [] line on Plan 4 and being the land bound by this Deed and against which the obligations in this Deed are enforceable to the extent they relate to the Owner's Land

³ Delete as appropriate

SCHEDULE 2

HOUSING STANDARDS AND AFFORDABLE HOUSING

PART 1

GENERAL PROVISIONS AND PROVISIONS IN CONNECTION WITH DWELLINGS AND AFFORDABLE HOUSING

1. GENERAL

Commencement Notice

- 1.1 The Owner covenants with the Council that it will notify the Council of Commencement of Development in any Reserved Matters Area a minimum of 14 days and no more than 28 days prior to Commencement of Development in such Reserved Matters Area
- 1.2 The Owner shall not Commence Development in such Reserved Matters Area until it has notified the Council as required by paragraph 1.1 above

Category 2: Accessible and Adaptable Dwellings

- 1.3 A minimum of 25% of the Dwellings in each Residential Reserved Matters Approval shall be constructed to Category 2: Accessible and Adaptable Dwellings.

2. AFFORDABLE HOUSING DELIVERY: SCHEME, QUANTUM, MIX

Affordable Housing Scheme and Housing Mix

- 2.1 The Owner covenants with the Council that for each Residential Reserved Matters Area:
 - 2.1.1 not later than the last Reserved Matters Application for any Residential Reserved Matters Area, to submit to the Council the Affordable Housing Scheme and Housing Mix for that Reserved Matters Area for the Council's approval; and
 - 2.1.2 not to Commence Development within a Residential Reserved Matters Area until the Affordable Housing Scheme and Housing Mix for that Residential Reserved Matters Area has been approved by the Council.
- 2.2 Subject to paragraph 6 of this Part 1 the Owner covenants with the Council to provide or procure the provision on the Affordable Housing Land in perpetuity the Affordable Dwellings in accordance with the Affordable Housing Scheme and Housing Mix which have been submitted to and approved by the Council pursuant to paragraph 2.1.1 above.
- 2.3 The Affordable Housing Scheme for each Residential Reserved Matters Application shall provide for the Affordable Housing Quantum unless adjusted to account for the Surplus pursuant to paragraph 2.6 below OR pursuant to the Viability Review Mechanism
- 2.4 The Housing Mix for each Residential Reserved Matters Application shall conform with the Affordable Housing Tenure Mix unless the Council approves an Alternative Housing Mix pursuant to paragraph 1 of Part 4 of this Schedule 2 or pursuant to the Viability Review Mechanism

Affordable Housing Quantum

- 2.5 Subject to paragraph 2.6 below and the Viability Review Mechanism, each Residential Reserved Matters Application shall provide for Affordable Dwellings to the Affordable Housing Quantum
- 2.6 In the event that any Affordable Housing Scheme approved for any Residential Reserved Matters Application delivers more than the Affordable Housing Quantum (the "**Surplus**") the Owner shall be entitled to seek approval from the Council for a reduction in the Affordable Housing Quantum in

another Reserved Matters Area by an amount that does not exceed the Surplus **PROVIDED THAT** this provision does not apply to any Surplus delivered on account of Additionality

3. PHASING AND TIMING FOR PROVISION OF THE AFFORDABLE HOUSING

3.1 Unless otherwise agreed by the Council:

3.1.1 Development shall not be Substantially Implemented in any Residential Reserved Matters Area unless the Owner has, in respect of the RP Products in the Housing Mix or Alternative Affordable Housing Mix (as applicable) approved in connection with that Residential Reserved Matters Application, served on a Registered Provider an Offer to transfer and (where applicable) construct those RP Products, in accordance with:

(a) the Affordable Housing Scheme approved in connection with that Residential Reserved Matters Application; and

(b) the transfer terms set out in paragraph 4 below

3.1.2 In the event that the Registered Provider does not accept the Owner's Offer served under paragraph 3.1.1 above within 3 months of receipt of the Owner's offer (unless a longer timeframe is agreed with the Council), the Owner shall Offer the RP Products to another Registered Provider on the terms set out at paragraph 3.1.1 above and this obligation shall subsist until the RP Products in any Residential Reserved Matters Area have been transferred to a Registered Provider;

3.1.3 There shall be no Occupation of any Open Market Dwellings in a Residential Reserved Matters Area until the Owner has entered into a binding contract with a Registered Provider for the transfer (and where applicable, construction) of the RP Products in that Residential Reserved Matters Area on the terms set out at paragraph 3.1.1 above;

3.1.4 There shall be no Occupation of more than 25% Open Market Dwellings in any Residential Reserved Matters Area until 25% of the Affordable Dwellings in that Reserved Matters Area have been completed and are available for Occupation and the RP Products in that Residential Reserved Matters Area have been transferred to the Registered Provider in accordance with the contract referred to at 3.1.3 above;

3.1.5 there shall be no Occupation of more than 50% Open Market Dwellings in any Residential Reserved Matters Area until 50% of the Affordable Dwellings in that Reserved Matters Area have been completed and are available for Occupation and the RP Products in that Residential Reserved Matters Area have been transferred to the Registered Provider in accordance with the contract referred to at 3.1.3 above;

3.1.6 there shall be no Occupation of more than 75% Open Market Dwellings in any Residential Reserved Matters Area until 100% of the Affordable Dwellings in that Reserved Matters Area have been completed and are available for Occupation and the RP Products in that Residential Reserved Matters Area have been transferred to the Registered Provider in accordance with the contract referred to at 3.1.3 above.

4. TRANSFER OF AFFORDABLE DWELLINGS TO REGISTERED PROVIDERS

4.1 Copies of all Offers to Registered Providers shall be supplied to the Council;

4.2 The Owner shall transfer to the Registered Provider (or Council where applicable) any RP Products and/or the relevant Affordable Housing Land:

4.2.1 at the Price;

4.2.2 with full title guarantee;

- 4.2.3 free from encumbrances other than existing at the time of disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
- 4.2.4 with the benefit of full and free rights of access (both pedestrian and vehicular) over any relevant access road from the boundary of each of the relevant Affordable Dwellings to any relevant adopted highway (and vice versa); and
- 4.2.5 with the benefit of full and free unrestricted rights for all services and conducting media and drains or sewers which are to be laid and constructed to each relevant Affordable Dwelling;
- 4.2.6 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development; and
- 4.2.7 upon such further terms as may be agreed with the Registered Provider.

5. OCCUPATION OF THE AFFORDABLE DWELLINGS

5.1 The Affordable Dwellings shall not be Occupied otherwise than:-

- 5.1.1 as the sole private residence of the Occupier;
- 5.1.2 in the case of Affordable Dwellings (other than First Homes) by a Qualifying Person who at the time of the commencement of his Occupation of the Affordable Dwelling with or without his Household either has been accepted onto Cornwall Homechoice OR is either releasing an Alternative Affordable Home elsewhere or satisfies the Eligibility Criteria **PROVIDED THAT** nothing shall prevent any former joint owner spouse partner civil partner or other co-habitant from continuing to reside at the Affordable Dwelling after the Qualifying Person ceases to reside there;
- 5.1.3 where Part 4 applies:
 - (a) in the case of Social Rented Dwellings, in accordance with Part 5 of this Schedule 2;
 - (b) in the case of Intermediate Homes for Sale, in accordance with Part 6 of this Schedule 2;
 - (c) in the case of Rent to Buy Dwellings, a purchaser in accordance with Part 7 of this Schedule 2;
 - (d) in the case of First Homes, in accordance with Part 8 of this Schedule;
 - (e) in the case of any other Intermediate Dwelling approved by the Council the criteria agreed by the Council pursuant to paragraph 6 of Part 4 of this Schedule 2.

6. EXEMPTIONS

6.1 Save in respect of First Homes (which take subject to the bespoke release in paragraph 4 of Part 8) this Schedule shall not be binding on:

- 6.1.1 any Exempt Person or any mortgagee or chargee of the Exempt Person or any person deriving title from the Exempt Person or any successor in title thereto and their respective mortgagees and chargees; or
- 6.1.2 any Mortgagee who has first complied with the Mortgagee's Duty;
- 6.1.3 any purchaser from such Mortgagee (including their successors in title) save for any purchaser pursuant to paragraph 6.2.1 below (where the Affordable Dwelling is

safeguarded as such) or where (if applicable) the Registered Provider has exercised rights of pre-emption in the Shared Ownership Lease.

- 6.2 The Mortgagee shall prior to seeking to dispose of the Affordable Dwellings and/or Affordable Housing Land pursuant to any default under the terms of its mortgage or charge give not less than six weeks' prior written notice to the Council of its intention to dispose (the "**Mortgagee's Notice**") and:-
- 6.2.1 in the event that the Council responds within six weeks from receipt of the Mortgagee's Notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Dwellings (the "**Council's Response**") then the Mortgagee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;
- 6.2.2 if the Council does not serve the Council's Response within six weeks of the date of service of the Mortgagee's Notice then the Mortgagee shall be entitled to dispose free of the restrictions in this Schedule which provisions shall in respect of that Affordable Dwelling or those Affordable Dwellings and/or Affordable Housing Land determine absolutely;
- 6.2.3 if the Council or any other person cannot within four weeks of the date of service of the Council's Response secure a binding contract for sale then provided that the Mortgagee has complied with its obligations under paragraph 6.2.1 above the Mortgagee shall be entitled to dispose free of the restrictions in this Schedule which provisions shall in respect of that Affordable Dwelling or those Affordable Dwellings and/or Affordable Housing Land determine absolutely; and
- 6.2.4 if the Council or any other person cannot within six weeks of the date of service of the Council's Response secure a completed transfer then provided that the Mortgagee has complied with its obligations under paragraph 6.2.1 above the Mortgagee shall be entitled to dispose free of the restrictions in this Schedule which provisions shall in respect of that Affordable Dwelling or those Affordable Dwellings and/or Affordable Housing Land determine absolutely,

PROVIDED THAT IN ANY EVENT:

- (a) the Mortgagee shall not be under any obligation to dispose of the Affordable Dwellings for any sum less than the monies outstanding pursuant to the said mortgage or charge inclusive of interest, costs and charge;
- (b) the Mortgagee shall only be personally liable for any breach of the obligations in this Deed that it has itself caused whilst mortgagee in possession but shall not be liable itself for any pre-existing breach;
- (c) in the event that an Exempt Person wishes to dispose of an Affordable Dwelling and (where applicable) the Registered Provider exercises any rights of pre-emption in the Shared Ownership Lease for that Affordable Dwelling then the Registered Provider shall continue to be bound by the relevant terms of this Schedule 2.

PART 2

RP SHARED OWNERSHIP DWELLINGS

Occupation and allocation restrictions

1. Not to permit or otherwise allow any of the RP Shared Ownership Dwellings to be sold other than:-
- 1.1 in accordance with the terms of the Shared Ownership Lease; and

- 1.2 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or satisfies the Eligibility Criteria.

Marketing provisions applicable to all sales

2. Not to permit or otherwise allow any of the RP Shared Ownership Dwellings to be sold on the Initial Sale or any subsequent sale prior to:-
- 2.1 the submission to and subsequent approval by the Council of a scheme of Advertising for the RP Shared Ownership Dwellings; and
- 2.2 advertising the relevant RP Shared Ownership Dwelling in accordance with the scheme of Advertising approved in accordance with paragraph 2.1 above.

Release applicable to Subsequent Sales

3. On Subsequent Sales in the event that the Registered Provider or the owner of an RP Shared Ownership Dwelling is unable to sell an RP Shared Ownership Dwelling in accordance with paragraph 1.2 above within a period of 90 days of Advertising the RP Shared Ownership Dwelling may be sold to any willing purchaser in accordance with paragraph 1.1 above and such person shall remain bound by the terms of this Deed.

Verification requirements for all sales

4. Not to exchange or complete contracts for the sale of any interest in the relevant RP Shared Ownership Dwelling until the Owner has submitted written verification to the Council or its agent that the prospective purchaser satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective purchaser satisfies the obligations contained in this Deed and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given **PROVIDED THAT** such written verification is served upon the Council clearly addressed and marked for the urgent attention of **the Service Director – Housing**.
5. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 4 above) all necessary documentation as stipulated in Appendix 2 as evidence that the prospective purchaser satisfies the obligations contained in this Deed.

Letting RP Shared Ownership Dwellings

6. Not to permit or otherwise allow any RP Shared Ownership Dwelling to be let otherwise than:-
- 6.1 with the written consent of the Council and the Registered Provider;
- 6.2 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or satisfies the Eligibility Criteria;
- 6.3 at an Intermediate Rent (unless otherwise agreed by the Council);
- 6.4 on the basis of an Assured Tenancy for a fixed term of not less than six months unless otherwise agreed by the Council; and
- 6.5 in accordance with the terms of the Shared Ownership Lease.
7. Unless otherwise agreed by the Council not to permit or otherwise allow any RP Shared Ownership Dwelling to be let prior to:-
- 7.1 the submission to and approval by the Council of a scheme of Advertising;
- 7.2 advertising of the RP Shared Ownership Dwelling in accordance with the approved scheme; and

- 7.3 service upon the Council of a Letting Notice.

Verification requirements for lettings

8. Not to permit or otherwise allow the RP Shared Ownership Dwelling to be let until the Owner has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant satisfies the obligations contained in this Deed and if no response is given by the Council or its agent within 14 days of receipt of the written verification from the Owner then approval will be deemed to have been given **PROVIDED THAT** such written verification is served upon the Council and clearly addressed and marked for the attention of the **Service Director – Housing**.
9. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 8 above) all necessary documentation as stipulated in Appendix 2 as evidence that the prospective tenant satisfies the obligations contained in this Deed.

PART 3

AFFORDABLE RENTED DWELLINGS

Occupation and allocation restrictions

1. Not to permit or otherwise allow any of the Affordable Rented Dwellings to be let other than:-
- 1.1 to a Qualifying Person who has been accepted onto Cornwall Homechoice;
- 1.2 at a sum not exceeding the Affordable Rent; and
- 1.3 to persons selected in accordance with the principles of the Cornwall Homechoice policy as amended from time to time or any other policy and agreement that may replace these whether or not the Owner or Registered Provider is a member of the Cornwall Homechoice scheme.

Marketing requirements

2. To serve upon the Council a Letting Notice each time an Affordable Rented Dwelling becomes available for letting.
3. Not to permit or otherwise allow any of the Affordable Rented Dwellings to be offered for letting on initial or any subsequent letting prior to the submission to and subsequent approval by the Council of the scheme of Advertising.
4. Not to permit or otherwise allow any of the Affordable Rented Dwellings to be offered for letting on initial or any subsequent letting prior to the carrying out of the scheme of Advertising approved in accordance with paragraph 3 above.

Verification requirements

5. Not to grant a tenancy of the relevant Affordable Rented Dwelling until the Owner has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant would satisfy the obligations contained in this Deed and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given **PROVIDED THAT** such written verification is served upon the Council clearly addressed and marked for the urgent attention of the **Service Director – Housing**.
6. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 5 above) all necessary documentation as stipulated in Appendix 2 as evidence that the prospective tenant satisfies the obligations contained in this Deed.

PART 4

OTHER AFFORDABLE HOUSING PRODUCTS

1. In the event the Owner is unable to comply with the Affordable Housing Tenure Mix it may when submitting the Affordable Housing Scheme for the Council's approval under Part 1 submit to the Council for its written approval an Alternative Housing Mix together with reasons for why departure from the Affordable Housing Tenure Mix is justified having regard to:
 - 1.1 changes in housing need;
 - 1.2 changes in market conditions;
 - 1.3 the Owner's operational and delivery requirements;
 - 1.4 failure to receive acceptances of Offers served on Registered Providers;
 - 1.5 the availability of Subsidy; and/or
 - 1.6 any other reason the Owner reasonably considers justifies departure from the Affordable Housing Tenure Mix;
2. For the avoidance of doubt, the Owner shall not Commence Development in any Residential Reserved Matters Area until it has secure the Council's approval of either the Housing Mix or the Alternative Housing Mix
3. Other rented Affordable Housing products which may be permitted as part of the Alternative Housing Mix include but are not limited to:

Tenure	Description
" Social Rented Dwellings "	means Dwellings let by a Registered Provider to households who are eligible for social rented housing, constructed to space standards and let at a Social Target Rent (as defined in Part 5 of Schedule 2) and " Social Rented Dwellings " means any one of the said Dwellings

4. Other intermediate Affordable Housing products which may be permitted as part of the Alternative Housing Mix may include but are not limited to:

Tenure	Description
" First Homes "	means Dwellings constructed to Space Standards which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap (each as defined in Part 8 of Schedule 2)
" Intermediate Homes for Sale "	means Dwellings to be constructed to Space Standards and sold at a discounted purchase price agreed with the Council at the point of determination of the Residential Reserved Matters Application alongside the Alternative Housing Mix
" Rent to Buy Dwellings "	means Dwellings which are provided by a Registered Provider, constructed to Housing Standards let at Intermediate Rent and in accordance with a "Rent to Buy Scheme" and a " Rent to Buy Dwelling " means any of the said Dwellings AND WHERE " Rent

	to Buy Scheme" means a scheme which allows working households to rent a home at an Intermediate Rent enabling the tenant to save for a deposit and purchase their first home in accordance with the requirements and procedures set out in the Homes England Capital Funding Guide or other such similar guide or document that might replace
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5. The Owner and the Council acknowledge and agree that:
 - 5.1 The provisions in Part 5 below apply to Social Rented Dwellings;
 - 5.2 The provisions in Part 6 below apply to Intermediate Homes for Sale;
 - 5.3 The provisions in Part 7 below apply to Rent to Buy Dwellings;
 - 5.4 The provisions in Part 8 below apply to First Homes;
6. In respect of any tenure of Affordable Housing which is not expressly covered by this Schedule the Owner and the Council shall (having regard to the provisions in this Deed and the latest local and national guidance on Affordable Housing at the time) agree the following details as part of the Alternative Housing Mix:
 - 6.1 marketing arrangements;
 - 6.2 restrictions on rent, sale price and service charges;
 - 6.3 eligibility criteria having regard to the definitions of Eligibility Criteria, Local Connection and Qualifying Person in this Deed which are presumed to apply to such tenures unless otherwise agreed by the Council;
 - 6.4 exemptions and releases from the criteria agreed pursuant to paragraphs 6.1.1 to 6.1.3 above;

PART 5

1. In this Schedule the following terms shall have the following meanings:

"Social Target Rent"	means a rent which does not exceed the guideline target rents as determined through the national rent regime from time to time
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Occupation, allocation and price restrictions

2. The Owner shall not permit or otherwise allow any of the Social Rented Dwelling to be let other than:
 - 2.1 to a Qualifying Person who has been accepted onto Cornwall Homechoice; and
 - 2.2 at a sum not exceeding a Social Target Rent; and
 - 2.3 to persons selected in accordance with the principles of the Cornwall Homechoice policy as amended from time to time or any other policy and agreement that may replace these whether or not the Owner or Registered Provider is a member of the Cornwall Homechoice scheme

Lettings

3. To serve upon the Council a Letting Notice each time a Social Rented Dwelling becomes available for letting

4. Not to permit or otherwise allow any of the Social Rented Dwellings to be offered for letting on initial or any subsequent letting prior to the submission to and subsequent approval by the Council of the scheme of Advertising
5. Not to permit or otherwise allow any of the Social Rented Dwellings to be offered for letting on initial or any subsequent letting prior to the carrying out of the scheme of Advertising approved in accordance with paragraph 4 above

Verification requirements

6. Not to grant a tenancy of the relevant Social Rented Dwelling until the Owner has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant would satisfy the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given **PROVIDED THAT** such written verification is served upon the Council clearly addressed and marked for the urgent attention of the **Service Director – Housing**
7. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 6 above) all necessary documentation as stipulated in Appendix 2 as evidence that the prospective tenant satisfies the obligations contained in this Deed

PART 6

INTERMEDIATE HOMES FOR SALE

Occupation, allocation and price restrictions

1. The Owner shall not permit or otherwise allow any of the Intermediate Homes for Sale on any transfer following completion of construction of the Intermediate Homes for Sale to be sold:
 - 1.1 other than to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or satisfies the Eligibility Criteria; and
 - 1.2 at discounted price to be approved by the Council in connection with the approved Affordable Housing Scheme for the relevant Reserved Matters Area

Initial Sales

2. The Owner shall in the case of Initial Sales serve a Sale Notice upon the Council each time one or more of the Intermediate Homes for Sale are released for sale but in any event not less than two months before the expected completion date of the relevant Intermediate Home for Sale.
3. Not to permit or otherwise allow any of the Intermediate Homes for Sale to be offered for sale on any Initial Sales prior to the carrying out of the Scheme of Advertising approved by the Council as part of the Affordable Housing Scheme.

Subsequent Sales

4. The Owner shall in the case of Subsequent Sales serve a Sale Notice on the Council each time the Owner intends to sell the Intermediate Home for Sale.
5. The Owner shall not permit or otherwise allow any of the Intermediate Homes for Sale to be offered for sale on any subsequent sale prior to the submission to and subsequent approval by the Council of a scheme of Advertising.
6. The Owner shall on receipt of a written approval of the Council for a scheme of Advertising in accordance with paragraph 5 above carry out the Advertising of the Intermediate Home(s) for Sale in accordance with the agreed scheme.

7. In the event that the Owner is unable to sell an Intermediate Home for Sale in accordance with this Part within a period of 90 days of Advertising by the Owner the Intermediate Home for Sale may be sold at the discounted price calculated in accordance with paragraph 5 of Part 6 of this Schedule 2 to any willing purchaser but at the time of any subsequent sale the provisions of this Deed shall again apply and such persons shall remain bound by the terms of this Deed

Verification requirements

8. The Owner shall in the case of Initial Sales and Subsequent Sales of any Intermediate Home for Sale serve upon the Council clearly addressed and marked for the urgent attention of the **Service Director – Housing** a Valuation Report dated no earlier than three months before the date of Advertising of the relevant Intermediate Home(s) for Sale such Valuation Report to be served on the Council before or together with the Sale Notice.

Letting Intermediate Homes for Sale

9. Not to permit or otherwise allow any Intermediate Home for Sale to be let other than:-
- 9.1 with the written consent of the Council;
- 9.2 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or satisfies the Eligibility Criteria;
- 9.3 at a rent which does not exceed the Intermediate Rent; and
- 9.4 on the basis of an Assured Tenancy for a fixed term of not less than six months unless otherwise agreed with the Council.
10. Unless otherwise agreed with the Council not to permit or otherwise allow any Intermediate Home for Sale to be let prior to:-
- 10.1 the submission to and approval by the Council of a scheme of Advertising;
- 10.2 advertising of the Intermediate Home for Sale in accordance with the approved scheme; and
- 10.3 service upon the Council of a Letting Notice.

Verification requirements

11. Not to grant an Assured Tenancy of the relevant Intermediate Home for Sale until the Owner has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant would satisfy the obligations contained in this Deed and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given **PROVIDED THAT** such written verification is served upon the Council clearly addressed and marked for the urgent attention of the **Service Director – Housing**.
12. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 11 of this Part 5) all necessary documentation as stipulated in Appendix 2 as evidence that the prospective tenant satisfies the obligations contained in this Deed.

PART 7

RENT TO BUY DWELLINGS

1. Not to permit or otherwise allow any of the Rent to Buy Dwellings to be let within the Letting Period:

- 1.1 other than to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or satisfies the Eligibility Criteria or is registered on Cornwall Homechoice;
- 1.2 at a sum not exceeding the Intermediate Rent;
- 1.3 prior to the submission to and subsequent approval by the Council of a scheme of Advertising for the Rent to Buy Dwellings; and
- 1.4 prior to advertising the relevant Rent to Buy Dwelling in accordance with the scheme of Advertising approved in accordance with 1.1 above.
2. Within the Letting Period not to grant a tenancy of the relevant Rent to Buy Dwelling until the Registered Provider has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant would satisfy the obligations contained in this Deed and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Registered Provider then approval will be deemed to have been given **PROVIDED THAT** such written verification is served upon the Council clearly addressed and marked for the urgent attention of the **Service Director – Housing**.
3. The Registered Provider shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 2 above) all necessary documentation as stipulated in Appendix 2 as evidence that the prospective tenant satisfies the obligations contained in this Deed.
4. Within the Letting Period the Registered Provider may only sell the relevant Rent to Buy Dwelling whether on the open market or as an RP Shared Ownership Dwelling to the existing tenant.
5. The Registered Provider shall serve written notice upon the Council when it has sold a Rent to Buy Dwelling to an existing tenant within the Letting Period.
6. Where the Registered Provider has not exchanged contracts for the sale of a Rent to Buy Dwelling to an existing tenant prior to one month before the expected date of the end of the Letting Period it must serve written notice upon the Council confirming the proposed use or disposal of the relevant Rent to Buy Dwelling after the end of the Letting Period **PROVIDED THAT** such written notice is served upon the Council clearly addressed and marked for the attention of the **Service Director-Housing**.
7. After the Letting Period:
 - 7.1 Where the relevant Rent to Buy Dwelling is made available for further letting as an Affordable Rented Dwelling the relevant property will be let in accordance with Part 3 of this Schedule 2
 - 7.2 Where the relevant Rent to Buy Dwelling is made available as an RP Shared Ownership Dwelling either after the Letting Period or upon sale to an existing tenant within the Letting Period the relevant property will be sold in accordance with Part 2 of this Schedule 2
8. Additional requirements on Registered Providers:
 - 8.1 The Registered Provider shall serve written notice upon the Council when it has sold a Rent to Buy Dwelling to an existing tenant within the Letting Period
 - 8.2 Where the Registered Provider has not exchanged contracts for the sale of a Rent to Buy Dwelling to an existing tenant prior to one month before the expected date of the end of the Letting Period it must serve written notice upon the Council confirming the proposed use or disposal of the relevant Rent to Buy Dwelling after the end of the Letting Period **PROVIDED THAT** such written notice is served upon the Council clearly addressed and marked for the attention of the **Service Director-Housing**.

PART 8

1. In this Part 8 the following words and expressions shall have the following meanings:-

"Additional First Homes Contribution"	<p>means: in circumstances where a Disposal of a First Home other than as a First Home has taken place in accordance with paragraphs 2.8, 2.10 and 4 of Part 8, the lower of the following two amounts:</p> <ul style="list-style-type: none">(a) 30% of the proceeds of sale; and(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home</p>
"Armed Services Member"	<p>means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service</p>
"Compliance Certificate"	<p>means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the First Homes Eligibility Criteria (National) and unless paragraph 2.2 of this Part 8 applies the First Homes Eligibility Criteria (Local)</p>
"Discount Market Price"	<p>means a sum which is the Open Market Value discounted by at least 50% unless a smaller discount is agreed by the Council in writing</p>
"Disposal"	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:</p> <ul style="list-style-type: none">(a) a letting or sub-letting in accordance with paragraphs 3.2 to 3.6 of this Part 8(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner(c) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First

Home is made available for occupation except where the transfer is to a First Homes Owner

and **"Disposed"** and **"Disposing"** shall be construed accordingly

"Exempt Disposal"

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Home Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Home Owner;
- (c) Disposal to a former spouse or former civil partner of a First Home Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 4 of this Part 8 shall apply to such sale);

PROVIDED THAT in each case other than (d) the person to whom the Disposal is made complies with paragraph 3 of this Part 8

"First Homes Eligibility Criteria (Local)"

means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National); and
- (b) any or all of criteria (i) and (ii) below are met:
 - (i) the purchaser meets the First Home Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the First Home Local Connection Criteria); and/or
 - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member

"First Homes Eligibility Criteria (National)"

means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

"First Homes Local Connection Criteria"

- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

means person(s) who (unless otherwise agreed with the Council):

- (a) has / have an Area Local Connection with the Primary Area;
- (b) if no person satisfying the requirement of (a) above has been identified by the Owner in consultation with the Council on the date of 2 calendar weeks of Advertising by the Owner of the relevant First Home a person who has an Area Local Connection with the Primary Area or who has a Local Connection with the Secondary Area;
- (c) if no person satisfying the requirement of (a) and (b) above has been identified by the Owner in consultation with the Council on the date of one calendar month of Advertising by the Owner of the relevant First Home a person who has an Area Local Connection with the Primary Area or who has a Local Connection with the Secondary Area or has a Local Connection with the County;
- (d) if no person satisfying the requirements of (a) to (c) has been identified by the Owner in consultation with the Council within a period of two (2) Calendar months of Advertising the relevant First Home a person who has an Area Local Connection with the Primary Area or Secondary Area or a person who has a Local Connection with the County or a person who has the Minimum Local Connection

PROVIDED THAT priority will always be given to a person who has an Area Local Connection with the Primary Area followed by a person who has a Local Connection with the Secondary Area followed by a person who has a Local Connection with the County followed by a person who has the Minimum Local Connection

PROVIDED THAT the Council reserves the right not to allow the letting or sale of an First Home to a Qualifying Person with a Primary Area connection should the letting result in an under occupancy of the First Home by more than one bedroom

PROVIDED THAT in the case of an Affordable Dwelling which has been constructed or adapted to meet the needs of disabled persons the Council reserves the right to allow the sale or letting of such Affordable Dwelling to a disabled person who satisfies the First Home Eligibility Criteria (Local) AND who on the date of Advertising has a Local Connection with the County

PROVIDED FURTHER THAT the Affordable Dwelling has first been offered to any disabled person who satisfies the First Home Eligibility Criteria (Local) AND who has an Area Local Connection with the Primary Area followed by any disabled person who satisfies the First Home Eligibility Criteria (Local) AND who has a Local Connection with the Secondary Area

"First Home Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: <ul style="list-style-type: none"> (a) the Owner/ developer; (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; (c) the freehold a tenant or sub-tenant of a permitted letting under paragraphs 3.2 to 3.6 in this Part 8
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred Thousand Pounds (£200,000) or such other amount as may be published from time to time by the Secretary of State
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function

2. Delivery

Marketing criteria and process

- 2.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
- 2.1.1 the First Homes Eligibility Criteria (National); and
 - 2.1.2 the First Homes Eligibility Criteria (Local).
- 2.2 If after a First Home has been Advertised for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion of the relevant First Homes) it has not been possible to find a willing purchaser who meets the First Homes Eligibility Criteria (Local), paragraph 2.1.2 shall cease to apply.
- 2.3 Subject to paragraph 2.6 and paragraph 4 below, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

Disposal restrictions

- 2.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

- 2.4.1 the Council has been provided with evidence that the intended purchaser meets the First Homes Eligibility Criteria (National) and unless paragraph 2.2 above applies meets the First Homes Eligibility Criteria (Local) and provided the Council with all necessary documentation as stipulated in Appendix 2 as evidence of eligibility
- 2.4.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and
- 2.4.3 the transfer of the First Home includes:
- (a) a definition of the "Council" which shall be The Cornwall Council of County Hall Treyew Road Truro TR1 3AY
 - (b) a definition of "First Homes Provisions" in the following terms:

means the provisions set out in Schedule 2, Part 8 of the S106 Agreement dated [] a copy of which provisions are attached hereto as the Annexure
 - (c) A definition of S106 Agreement in the following terms:

means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Cornwall Council [and] (2) [and (3)]
 - (d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions
 - (e) a copy of the First Homes Provisions in an Annexure
- 2.4.4 the Council has issued the Compliance Certificate (and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraph 2.4 have been met)

Title restriction

- 2.5 On the first Disposal of each and every First Home, the Owner covenants to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 (or such similar rule as may apply from time to time) for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the Cornwall Council of County Hall Treyew Road Truro TR1 3AY or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

Sale to the Council or other than as a First Home

- 2.6 The First Home Owner (which for the purposes of this paragraph but no other paragraph in this Part 8 shall include the Owner and/or developer and any First Home Owner) may apply to the Council in writing to Dispose of it other than as a First Home on the grounds that either:
- 2.6.1 the Dwelling has been Advertised as a First Home for six (6) months in accordance with the criteria in paragraphs 2.1 and 2.2 above (and in the case of a first Disposal, this six (6) month period shall be calculated from a date no earlier than three (6) months prior to Practical Completion) and all Reasonable Endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 2.3 and 2.4 above; or

2.6.2 requiring the First Home Owner to carry out Advertising six (6) months before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Home Owner undue hardship

2.7 Upon receipt of an application served in accordance with paragraph 2.6 above the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

2.8 If the Council is satisfied that either of the grounds in paragraph 2.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written application that the relevant Dwelling may be Disposed of:

2.8.1 to the Council at the Discount Market Price; or

2.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation from the Council the obligations in this Part 8 shall cease to apply and shall no longer bind that Dwelling apart from paragraph 2.11 below which shall cease to apply on receipt of the Additional First Homes Contribution by the Council

2.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 2.6 above have been made out then it shall within twenty eight (28) days of receipt of the written application made in accordance with paragraph 2.6 above serve notice on the First Home Owner setting out the further steps it requires them to take to secure the Disposal of a Dwelling as a First Home and the timescale for such steps (which shall be no longer than six (6) months from the date of the Council's notice)

2.10 If at the end of the period specified by the Council pursuant to paragraph 2.9 above the First Home Owner has been unable to Dispose of the Dwelling as a First Home they may again submit a written application to the Council in accordance with paragraph 2.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

Additional First Homes Contribution

2.11 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 2.8 or 2.10 above the First Home Owner shall pay to the Council, forthwith upon receipt of the proceeds of sale, the Additional First Homes Contribution

2.12 Upon receipt of the Additional First Homes Contribution and the completed relevant HM Land Registry cancellation form (currently and RX4) ("**the Form**") and a copy of current HM Land Registry Title Information document for the relevant property the Council shall:

2.12.1 within 20 Working Days of receipt, sign and return the Form to enable the removal of the restriction on the title set out in paragraph 2.5 above where such restriction has previously been registered against the relevant title by or in favour of the Council;

2.12.2 apply all monies received towards the provision of Affordable Housing.

3. Use

Occupation restrictions and restrictions on sub-letting

3.1 Each First Home shall be used only as the main residence of the First Home Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Part 8 **PROVIDED THAT** letting or sub-letting shall be permitted in accordance with paragraphs 3.2 to 3.6 below.

- 3.2 A First Home Owner shall not let or sub-let a First Home other than:
- 3.2.1 with the written consent of the Council;
 - 3.2.2 on the basis of an Assured Tenancy for a fixed term of not less than six (6) months (unless otherwise agreed by the Council) and no more than two (2) years;
 - 3.2.3 to a person who meets the First Home Eligibility Criteria (Local);
 - 3.2.4 at a rent which does not exceed the Intermediate Rent; and
 - 3.2.5 in accordance with paragraphs 3.3 and 3.4 below
- 3.3 A First Home Owner may let or sub-let their First Home pursuant to this paragraph 3 more than once during that First Home Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Home Owner's period of ownership may not exceed two (2) years.
- 3.4 Subject to paragraphs 3.2.2 and 3.3 above, a First Home Owner may let or sub-let their First Home for any period **PROVIDED THAT** the First Home Owner first notifies the Council and the Council consents in writing to the proposed letting or sub-letting.
- 3.5 The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of the circumstances set out below:-
- 3.5.1 the First Home Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - 3.5.2 the First Home Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - 3.5.3 the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - 3.5.4 the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - 3.5.5 the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - 3.5.6 the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 3.6 A letting or sub-letting permitted by the Council pursuant to paragraph 3.4 above must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 3.7 Nothing in this paragraph 3 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation **PROVIDED THAT** the First Home remains at all times the First Home Owner's main residence

Mortgagee release

4. In relation to First Homes, Schedule 2 shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver **PROVIDED THAT**:
- 4.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

- 4.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Open Market Value and subject only to paragraph 4.3 below;
 - 4.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
 5. Following receipt of notification by the Mortgagee of the Disposal of the relevant First Home the Council shall:
 - 5.1 Sign and return the Form to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 2.5 above; and
 - 5.2 apply any monies received towards the provision of Affordable Housing
- Other exemptions**
- 5.3 Any person who purchases a First Home free of the restrictions in this Part 8 pursuant to the provisions in paragraphs 2.8 or 2.10 or 4 above shall not be liable to pay the Additional First Homes Contribution to the Council.

PART 9

9A. SELF BUILD AND CUSTOM BUILD

1. In respect of any Reserved Matters Application containing Custom Build Units:
 - 1.1 The Owner shall submit to and obtain the Council's approval of a Custom Build Marketing Scheme prior to Implementation of the Custom Build Units;
 - 1.2 The Owner shall not Implement the Custom Build Units until the Custom Build Marketing Scheme has been approved by the Council; and
 - 1.3 The Custom Build Plots and/or Custom Build Units shall be marketed in accordance with the approved Custom Build Marketing Scheme.
 - 1.4 If, despite using Reasonable Endeavours to market the Custom Build Plots in accordance with the approved Custom Build Marketing Scheme for a period of 6 months from commencement of marketing, the Owner has been unable to secure a contract to transfer the Custom Build Plots for the construction of Custom Build Units the obligations in this Part 9A shall cease to apply and the Custom Build Plots can be used to construct Dwellings free of the obligations in this Part 9A

9B. EXTRA CARE UNITS

2. In respect of any Reserved Matters Application containing Extra Care Units:
 - 2.1 The Owner shall submit to and obtain the Council's approval of an Extra Care Unit Marketing and Eligibility Criteria Scheme prior to Implementation of the Extra Care Units;
 - 2.2 The Owner shall not Implement the Extra Care Units until the Extra Care Unit Marketing and Eligibility Criteria Scheme has been approved by the Council; and
 - 2.3 The Extra Care Units shall be marketed and allocated to Extra Care Unit Qualifying Persons in accordance with the approved Extra Care Unit Marketing and Eligibility Criteria Scheme.

9C. STUDENT ACCOMMODATION UNITS

3. In respect of any Reserved Matters Application containing Student Accommodation Units:
 - 3.1 The Owner shall submit to and obtain the Council's approval of an Student Accommodation Unit Marketing Scheme prior to Implementation of the Student Accommodation Units;
 - 3.2 The Owner shall not Implement the Student Accommodation Units until the Student Accommodation Unit Marketing Scheme has been approved by the Council; and
 - 3.3 The Student Accommodation Units shall be marketed and allocated in accordance with the approved Student Accommodation Unit Marketing Scheme.

PART 10

VIABILITY REVIEW MECHANISM

1. DEFINITIONS

1.1 In this Part 10 the following words shall have the following meanings:

"Alternative Quantum" **Preferred** means the proportion (per centage) of Dwellings proposed by the Council to be provided as Affordable Dwellings following review of the Development Viability Information and other information provided by the Owner in connection with a Qualifying Reserved Matters Application **PROVIDED THAT** this shall not exceed the Affordable Housing Quantum or be less than the Minimum Quantum

"Alternative Mix" **Preferred** means the tenure, number, type and size mix (including number of Category 3: Wheelchair User Dwellings) of Affordable Dwellings proposed by the Council to be provided as part of the Alternative Preferred Quantum following review of the Development Viability Information and other information provided by the Owner in connection with a Qualifying Reserved Matters Application

"Build Costs" means in respect of the Qualifying Reserved Matters Application the build costs estimated or incurred as at the Early Stage Review Date in the construction of the Development in the Qualifying Reserved Matters Area including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quantity surveyor, costs consultant or agent

EXCLUDING

- (d) professional, finance, legal and marketing costs;
- (e) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and
- (f) any costs arising from Fraudulent Transactions

in each case provided by a Suitably Qualified Professional on an open book basis and in accordance with the latest guidance on quantifying and reporting build costs in the National Planning Policy Framework and Planning Practice Guidance as at the Early Stage Review Date

"Component" means in respect of the Qualifying Reserved Matters Application a part of the Development including but not limited to:

- (a) Open Market Dwellings;
- (b) Affordable Dwellings;
- (c) Extra Care Units;

		<ul style="list-style-type: none"> (d) Custom Build Units; (e) Student Accommodation Units; (f) Commercial Units; (g) any other floorspace; and (h) land, <p>in each case, as applicable to the Qualifying Reserved Matters Area</p>
"Development Information"	Viability	<p>means in respect of the Qualifying Reserved Matters Application the following information provided by a Suitably Qualified Professional appointed by the Owner on the understanding that it will be publicly available:</p> <ul style="list-style-type: none"> (a) Build Costs; (b) Other Development Costs; (c) Land Value; (d) average value of the Open Market Dwellings; (e) average value of the Affordable Dwellings notionally provided at the Affordable Housing Tenure Mix; (f) average value of the Affordable Dwellings notionally provided at the Alternative Housing Mix (where applicable); (g) average value of the Affordable Dwellings notionally provided at the Preferred Mix; (h) GDV; (i) reasonable information about historic and anticipated delivery rates in respect of the Development, <p>and in the case of (d), (e), (f) and (g) based on detailed market comparables</p>
"Disposal"		<p>means:</p> <ul style="list-style-type: none"> (a) the Sale of a Component(s) of the Development; or (b) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component <p>EXCLUDING Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly</p>
"Early Stage Review Date"		means the date that the Development Viability Information is submitted pursuant to a Qualifying Reserved Matters Application
"Early Stage Review"	Stage Viability	means the viability review carried out before Commencement pursuant to a Qualifying Reserved Matters Application

"External Consultant"	means the suitably qualified external consultant(s) appointed by the Council to assess the Owner's Development Viability Information
"Fraudulent Transaction"	<p>means:</p> <ul style="list-style-type: none"> (a) a transaction the purpose or effect of which is to artificially reduce the GDV and/or artificially increase Build Costs or Other Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction
"GDV"	<p>means the sum of the following as at the Early Stage Review Date:</p> <ul style="list-style-type: none"> (a) the anticipated value of all gross receipts from any Sale of a Component based on detailed comparable evidence; (b) the anticipated Market Value of any Component that will be otherwise Disposed (if not Sold) based on detailed comparable evidence; and (c) any Subsidy <p>including documentary evidence of all gross receipts under (a) of rental values achieved for different Components under (b) as required by the RICS Redbook</p>
"Land Value"	means benchmark land value in accordance with the RICS Redbook based on existing use value plus premium for the landowner which reflects the minimum return at which it is considered a reasonable landowner would be willing to sell their land based on the guidance in the Planning Practice Guidance at the Early Stage Review Date
"Market Value"	<p>means the price at which the Sale of the relevant interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence (including evidence of rental values achieved for any Component of the Development which is not Sold) in line with the RICS Redbook, assuming:</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion
"Minimum Quantum"	means 25% of the Dwellings to be provided as Affordable Dwellings

"Other Costs"	Development	<p>means in respect of the Qualifying Reserved Matters Application the following costs estimated or incurred as at the Early Stage Review Date:</p> <ul style="list-style-type: none"> (a) abnormal costs; (b) site-specific infrastructure costs; (c) CIL costs attributable to the Development in the Reserved Matters Area; (d) cost of compliance with the section 106 obligations in this Deed; (e) general finance costs including those incurred through loans; (f) professional, project management, sales, marketing and legal costs; (g) project contingency costs with detailed justification relative to project risk and Target Return <p>EXCLUDING any costs arising from Fraudulent Transactions</p> <p>AND in each case provided on an open book basis and accordance with the latest guidance on quantifying and reporting development costs in the National Planning Policy Framework and Planning Practice Guidance as at the Early Stage Review Date</p>
"Preferred Quantum"		<p>means the proportion (per centage) of Dwellings proposed by the Owner to be provided as Affordable Dwellings in a Qualifying Reserved Matters Application which shall not in any event be less than the Minimum Quantum</p>
"Preferred Mix"		<p>means tenure, number, type and size mix (including number of Category 3: Wheelchair User Dwellings) of the Affordable Dwellings in a Qualifying Reserved Matters Application presented accordance with the template matrix in Appendix 3 of Schedule 2 and proposed by the Owner to be provided as part of the Preferred Quantum</p>
"Qualifying Reserved Matters Application"		<p>means a Residential Reserved Matters Application confirmed by the Council as eligible for the Viability Review Mechanism pursuant to paragraph 2.4 of this Part 10 and "Qualifying Reserved Matters Application" shall be construed accordingly</p>
"RICS Redbook"		<p>means the RICS Valuation – Global Standards – UK National Supplement in force at the time of the Residential Reserved Matters Approval (or such similar industry valuation rules, standards and best practice guidance as may replace these, from time to time)</p>
"Sale"		<p>means:</p> <ul style="list-style-type: none"> (a) the sale of the freehold of a Component; or (b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent <p>and "Sold" shall be construed accordingly</p>

"Suitably Professional"	Qualified	means a surveyor or valuer accredited by the Royal Institution of chartered Surveyors unless otherwise agreed in writing by the Council
"Target Return"		means profit on value of 17.5 per cent being the blended profit of the Open Market Dwellings, the Affordable Dwellings and any other Component as a percentage of GDV or such other profit on value (expressed as a percentage) approved in writing by the Council in connection with a Reserved Matters Application
Viability Mechanism	Review	means the mechanism to review the Development Viability Information and other information at the Early Stage Review Date in respect of Qualifying Reserved Matters Applications in accordance with this Part 10

2. QUALIFYING RESERVED MATTERS APPLICATIONS

2.1 The Viability Review Mechanism is predicated on the following understanding and criteria:

- 2.1.1 the Viability Review Mechanism is not a tool to protect a return to the Owner from time to time but to strengthen the Council's ability to seek compliance with relevant planning policies informing the grant of Planning Permission, over the lifetime of the Development;
- 2.1.2 under no circumstances will the price paid for the Land (or part thereof) be a relevant justification for failing to accord with such relevant planning policies;
- 2.1.3 all Reserved Matters Applications are expected to maximise the delivery of Affordable Housing in accordance with the Affordable Housing Quantum and the Affordable Housing Tenure Mix and to make the most efficient use of available resources to achieve this objective;
- 2.1.4 the Viability Review Mechanism must be sought on submission of a Residential Reserved Matters Application and cannot be obtained after determination of such application

2.2 Without prejudice to the generality of paragraph 2.1 above, the Owner acknowledges and agrees that all applicants for Residential Reserved Matters Approval are expected to work with the Council and Registered Providers (where the Owner/applicant is not themselves a Registered Provider) to ensure Affordable Housing delivery is maximised in accordance with the Affordable Housing Quantum and the Affordable Housing Tenure Mix

2.3 Before the Viability Review Mechanism in this Part 10 is available for use, the Owner is expected to provide reasonable evidence to the Council that it has proactively and exhaustively explored the following options:

- 2.3.1 seeking the Council's written approval of an Alternative Housing Mix; and
- 2.3.2 seeking the Council's written approval of alternative phasing arrangements to those set out in paragraph 3 of Part 1 of Schedule 2

2.4 The Council shall confirm to the Owner in writing, as reasonably practicable following receipt of the Owner's evidence pursuant to paragraph 2.3 above (acknowledging that time is of the essence), whether or not it is satisfied that the Owner has proactively and exhaustively explored the options set out at paragraphs 2.3.1 and 2.3.2 above

2.5 Only where the Council confirms its satisfaction pursuant to paragraph 2.4 above, is the Owner entitled to submit Development Viability Information to the Council in respect of that Qualifying Residential Reserved Matters Application in accordance with this Part 10

3. EARLY STAGE VIABILITY REVIEW

- 3.1 Where paragraph 2.4 above applies, and subject to the longstop in paragraph 2.1.4 above, the Owner may in connection with a Qualifying Reserved Matters Application submit the following information to the Council for its consideration and approval in accordance with this Part 10:
- 3.1.1 the Development Viability Information;
 - 3.1.2 a written statement explaining why the Affordable Housing Quantum is not reasonably achievable in respect of the Qualifying Reserved Matters Application;
 - 3.1.3 (if applicable) a written statement explaining why the Affordable Housing Tenure Mix is not reasonably achievable in respect of the Qualifying Reserved Matters Application;
 - 3.1.4 the Preferred Quantum;
 - 3.1.5 the Preferred Mix;
 - 3.1.6 a written statement providing justification for the Preferred Quantum and the Preferred Mix with reference to the Development Viability Information submitted pursuant to paragraph 3.1.1 above
- 3.2 The Council shall assess the Development Viability Information and other information submitted pursuant to paragraph 3.1 above and assess whether in its view the Preferred Quantum and/or Preferred Mix should be approved in respect of the Qualifying Reserved Matters Approval
- 3.3 The Council may appoint an External Consultant to assess the Development Viability Information and other submitted pursuant to paragraph 3.1 above
- 3.4 The Council and/or its External Consultant shall assess the Development Viability Information and other information submitted pursuant to paragraph 3.1 above as expeditiously as reasonably practicable
- 3.5 In the event that the Council and/or an External Consultant requires further Development Viability Information or evidence to support the Development Viability Information submitted pursuant to paragraph 3.1 above then the Owner shall provide any reasonably required additional information to the Council or the External Consultant (as applicable) within 10 Working Days of receiving the request and this process may be repeated (having regard to the requirement for expedition in paragraph 3.4 above) until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view the Preferred Quantum and/or Preferred Mix should be approved
- 3.6 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the Development Viability Information and other information submitted pursuant to paragraph 3.1 above including those of the External Consultant within 20 Working Days of receipt of a written request for payment
- 3.7 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3.1 above, the Council shall notify the Owner in writing of the Council's decision as to whether or not the Owner's Preferred Quantum and/or Preferred Mix are approved in respect of the Qualifying Reserved Matters Application
- 3.8 If the Council's assessment pursuant to paragraph 3.7 above concludes that:
- 3.8.1 the Preferred Quantum and Preferred Mix put forward by the Owner are approved, then the provisions of Schedule 2 shall apply to the delivery, marketing, allocation and Occupation of the Affordable Dwellings pursuant to the approved Preferred Quantum and Preferred Mix mutatis mutandis;

- 3.8.2 the Preferred Mix but not the Preferred Quantum are approved, then Council shall put forward an Alternative Preferred Quantum for the Owner's approval and if approved the provisions of Schedule 2 shall apply to the delivery, marketing, allocation and Occupation of the Affordable Dwellings pursuant to the approved Preferred Mix and Alternative Preferred Quantum *mutatis mutandis*;
- 3.8.3 the Preferred Quantum but not the Preferred Mix are approved, then Council shall put forward an Alternative Preferred Mix for the Owner's approval and if approved the provisions of Schedule 2 shall apply to the delivery, marketing, allocation and Occupation of the Affordable Dwellings pursuant to the approved Preferred Quantum and Alternative Preferred Mix *mutatis mutandis*;
- 3.9 In the event the Owner does not agree the Alternative Preferred Quantum and/or Alternative Preferred Mix put forward by the Council pursuant to paragraphs 3.8.2 and 3.8.3 above then:
 - 3.9.1 the matter shall be referred to determination by the Expert in accordance with Clause 21; and
 - 3.9.2 the provisions of Schedule 2 shall apply to the delivery, marketing, allocation and Occupation of the Affordable Dwellings pursuant to the quantum and mix applicable to the Qualifying Reserved Matters Application as determined by the Expert

APPENDIX 1

THE OFFER

Date:

Name of Owner:

Name of development:

Name of Registered Provider:

1. The Owner offers the Registered Provider [*title absolute*] of the [*Affordable Rented Dwellings*] [RP *Shared Ownership Dwellings*] [Rent to Buy Dwellings] shown edged red on the attached plan (the "**Affordable Dwellings**") for the consideration of £[REDACTED].
2. The Registered Provider confirms its agreement to enter into a contract for the transfer of the Affordable Dwellings within [90] days of service of this notice of Offer.
3. Where the Affordable Dwellings are transferred to the Registered Provider, the Registered Provider shall at all times let or sell The Affordable Dwellings in accordance with the provisions of the section 106 Agreement dated [REDACTED] and relating to this development.
4. Unless otherwise agreed with the Council the terms for the transfer of the Affordable Dwellings to the Registered Provider shall be compliant with the requirements of the Homes England's Procurement Strategy and Affordable Housing Capital Funding Guide (or equivalent successor documents) which outline the criteria, procedures and audit arrangements for all affordable housing schemes including the use of Grant, and of its recovery in the event of future resale.
5. Where the Registered Provider agrees to take transfer of the Affordable Dwellings in accordance with the terms of this Notice it shall sign and return this notice of Offer together with formal written notification within 30 days of service of this notice of Offer.

Signed (Registered Provider):

Dated:

APPENDIX 2

EVIDENCE OF QUALIFYING PERSONS

1. The Owner shall:
 - 1.1 verify to the Council or its agent that the prospective purchaser or tenant of Affordable Dwellings meets the terms of this Deed:
 - 1.1.1 by obtaining appropriate documentation from section A and B and C below or such other evidence or confirmation as the Council or its agent shall deem necessary or sufficient; and
 - 1.1.2 if required by the Council or its agent, providing copies of such evidence to the Council or its agent.

SECTION A:

Proof of identity (of prospective purchaser or tenant and where applicable close family member)

A current and valid passport

UK residence permit

A valid UK driving licence

National Insurance number card

Marriage certificate

Medical card

Letters about asylum from the Home Office

SECTION B:

Local connection

Residency – sufficient evidence to cover the relevant local connection period for prospective purchaser/tenant/close family member as appropriate

Utility bills (gas electric phone etc)

Council tax bills

Bank/Building Society account/credit card statements

State benefit books or receipts showing rent paid

Payslips showing home address

Written certification from either a Solicitor/Social Worker/Probation Officer/Inland Revenue Officer/Police Officer/Teacher or Doctor

Employment – sufficient evidence to cover the relevant local connection period

Payslips showing employer's address

Employer's letter confirming length and terms of employment (including hours worked if applicable)

SECTION C:

Eligibility Criteria

Tenancy or licence agreement

Rent book showing name and address of applicant

Where applicable letter from friend or family member confirming residence at their address

Annual statement of earnings for the most recent complete tax year

Payslips covering last three months

For self-employed persons a set of accounts no older than 12 months

Bank/Building Society account or other statements showing savings/capital

Evidence of any other income including state benefits

APPENDIX 3

HOUSING MIX

HOUSING MIX TEMPLATE

Tenure	Number	Property mix (including min. GIA) and number	Plots	Category 2 Accessible and Adaptable Dwellings (plot no.)	Category 3 Wheelchair User Dwellings (plot no.)
Affordable Rented Dwellings					
Shared Ownership Dwellings					
[Any other tenure approved by the Council as part of the Alternative Housing Mix]					

SCHEDULE 3

NORTHERN ACCESS ROAD

1. NAR CONTRIBUTION

- 1.1 Subject to paragraph 1.2 below, the Owner covenants with the Council in respect of each Residential Reserved Matters Approval:
 - 1.1.1 to notify the Council of the NAR Contribution attributable to that Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 1.1.2 to pay the NAR Contribution attributable to that Reserved Matters Approval to the Council prior to Occupation in that Reserved Matters Area; and
 - 1.1.3 not to Occupy that Reserved Matters Area unless and until the NAR Contribution attributable to that Reserved Matters Approval has been paid to the Council in full
- 1.2 In the event the NAR Contribution Offset applies pursuant to Clause 11.3 the Relevant Owner shall:
 - 1.2.1 not be liable for payment of the NAR Contribution pursuant to paragraph 1.1 above; and
 - 1.2.2 be eligible to recover from the Council the NAR Contributions paid to the Council by that date and the NAR Contributions to be paid after that date up to the NAR Contribution Offset agreed pursuant to Clause 11.2

SCHEDULE 4

TRANSPORT

1. PRIMARY TRANSPORT CONTRIBUTION

1.1 The Owner covenants with the Council:

- 1.1.1 to pay the Primary Transport Contribution to the Council prior to Substantial Implementation of the first Residential Reserved Matters Approval;
- 1.1.2 not to Substantially Implement the first Residential Reserved Matters Approval until the Primary Transport Contribution has been paid to the Council in full

1.2 The Owner acknowledges and agrees that the Primary Transport Contribution is payable in addition to the Transport Contribution in respect of the first Residential Reserved Matters Approval to be Implemented.

2. TRANSPORT CONTRIBUTION

2.1 The Owner covenants with the Council in respect of each Residential Reserved Matters Approval (including the first Residential Reserved Matters Approval to be Implemented):

- 2.1.1 to notify the Council of the Transport Contribution attributable to that Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
- 2.1.2 to pay the Transport Contribution attributable to that Reserved Matters Approval to the Council prior to Substantial Implementation in that Reserved Matters Area;
- 2.1.3 not to Substantially Implement the Reserved Matters Approval unless and until the Transport Contribution attributable to that Reserved Matters Approval has been paid to the Council in full

3. THREEMILESTONE CONTRIBUTION

3.1 The Owner covenants to notify the Council of the following Development milestones:

- 3.1.1 the date of Implementation of the NAR (the "**NAR Start Date**");
- 3.1.2 12 month anniversary of the NAR Start Date;
- 3.1.3 36 month anniversary of the NAR Start Date; and
- 3.1.4 48 month anniversary of the NAR Start Date.

3.2 The Owner covenants to pay the Threemilestone Contribution to the Council in the following instalments:

- 3.2.1 first instalment of £100,000 Index Linked on the 12 month anniversary of the NAR Start Date;
- 3.2.2 second instalment of £1,800,000 Index Linked on the 36 month anniversary of the NAR Start Date;
- 3.2.3 third instalment of £880,000 Index Linked on the 48 month anniversary of the NAR Start Date.

4. BUS SERVICE CONTRIBUTION

- 4.1 The Owner covenants with the Council to pay the Bus Service Contribution to the Council in the following instalments:
- 4.1.1 £150,000 Index Linked prior to Occupation of any Dwellings;
 - 4.1.2 £150, 000 Index Linked prior to Occupation of the 100th Dwelling;
 - 4.1.3 £150,000 Index Linked prior to Occupation of the 200th Dwelling;
 - 4.1.4 £150,000 Index Linked prior to Occupation of the 300th Dwelling;
 - 4.1.5 £300,000 Index Linked prior to Occupation of the 400th Dwelling;
 - 4.1.6 £300,000 Index Linked prior to Occupation of the 500th Dwelling;
 - 4.1.7 £300,000 Index Linked prior to Occupation of the 600th Dwelling;
 - 4.1.8 £300,000 Index Linked prior to Occupation of the 700th Dwelling;
 - 4.1.9 £300,000 Index Linked prior to Occupation of the 900th Dwelling;
 - 4.1.10 £200,000 Index Linked prior to Occupation of the 1000th Dwelling;
 - 4.1.11 £200,000 Index Linked prior to Occupation of the 1150th Dwelling
- 4.2 The Owner covenants with the Council not to Occupy more than the number of Dwellings specified in paragraphs 4.1.1 to 4.1.11 above unless and until it has paid the relevant instalment of the Bus Service Contribution to the Council in full

5. PARK & RIDE CONTRIBUTION

- 5.1 The Owner covenants with the Council in respect of each Residential Reserved Matters Approval:
- 5.1.1 to notify the Council of the Park & Ride Contribution attributable to that Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 5.1.2 to pay the Park & Ride Contribution attributable to the Reserved Matters Approval to the Council prior to Occupation in that Reserved Matters Area; and
 - 5.1.3 not to Occupy that Reserved Matters Area unless and until the Park & Ride Contribution attributable to that Reserved Matters Approval has been paid to the Council in full
- 5.2 The Owner acknowledges and agrees that the Park & Ride Contribution remains payable in connection with each Residential Reserved Matters Approval irrespective of whether or not the Park & Ride Notice is served

6. PERSONALISED TRAVEL PLANNING CONTRIBUTION

- 6.1 The Owner covenants with the Council to pay the Personalised Travel Planning Contribution in the following instalments:
- 6.1.1 £77,496 Index Linked prior to Occupation of the 50th Dwelling;
 - 6.1.2 £77,496 Index Linked prior to Occupation of the 150th Dwelling;

- 6.1.3 £77,496 Index Linked prior to Occupation of the 300th Dwelling;
 - 6.1.4 £77,496 Index Linked prior to Occupation of the 450th Dwelling;
 - 6.1.5 £77,496 Index Linked prior to Occupation of the 600th Dwelling; and
 - 6.1.6 £77,496 Index Linked prior to Occupation of the 750th Dwelling;
 - 6.2 The Owner covenants with the Council not to Occupy more than the number of Dwellings set out in paragraph 6.1 above unless and until it has paid the relevant instalment of the Personalised Travel Planning Contribution to the Council in full
- 7. TRAVEL PLANS – RESIDENTIAL AND COMMERCIAL**
- 7.1 The Owner covenants with the Council generally that:
 - 7.1.1 Each Travel Plan shall:
 - (a) comply with the LGV Framework Travel Plan;
 - (b) without limitation, set out:
 - (i) targets for the reduction in car borne trips to and from the Development consistent with the Modal Shift Target in the LGV Framework Travel Plan;
 - (ii) an action plan setting out what measures are to be implemented and by when and who is responsible for implementation;
 - (iii) a methodology for monitoring and reviewing the operation of the plan; and
 - (iv) survey methodology compliant with latest local and national policy and guidance on travel plans at the time the Travel Plan is submitted to the Council for its approval.
 - 7.2 Subject to paragraph 7.4 below, the Owner covenants with the Council, in connection with each Residential Reserved Matters Approval:
 - 7.2.1 to notify the Council of the Travel Plan Monitoring Fee attributable to that Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 7.2.2 to submit to the Council for its written approval the Residential Travel Plan prior to Commencement of Development in the Reserved Matters Area;
 - 7.2.3 not to Occupy that Reserved Matters Area until the Residential Travel Plan for that Reserved Matters Approval has been approved by the Council;
 - 7.2.4 to appoint a Travel Plan Coordinator prior to Occupation in the relevant Reserved Matters Area and to implement the approved Residential Travel Plan in accordance with approved details;
 - 7.2.5 to pay the Travel Plan Monitoring Fee attributable to that Reserved Matters Approval prior to Occupation of that Reserved Matters Area; and
 - 7.2.6 not to Occupy that Reserved Matters Area unless and until the Travel Plan Monitoring Fee attributable to that Reserved Matters Approval has been paid in full;

7.2.7 during the Travel Plan Monitoring Period:

- (a) to monitor compliance with the approved Residential Travel Plan and how effective it has been in achieving its targets;
- (b) to report annually to the Council on the findings of the performance monitoring carried out pursuant to this paragraph 7.2.7 (during the Travel Plan Monitoring Period:)
- (c) in the event that targets in the approved Residential Travel Plan have not been achieved:
 - (i) the report submitted pursuant to paragraph 7.2.7(b) above shall set out proposed remedial measures together with a timetable for implementing such measures; and
 - (ii) to implement the remedial measures in accordance with the proposed timetable for implementation.

7.3 Subject to paragraph 7.4 below, the Owner covenants with the Council, in connection with each Reserved Matters Approval containing Commercial Units:

7.3.1 to notify the Council of the Travel Plan Monitoring Fee attributable to that Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;

7.3.2 to submit to the Council for its written approval the Commercial Travel Plan prior to Commencement of Development in that Reserved Matters Area;

7.3.3 not to Occupy that Reserved Matters Area until the Commercial Travel Plan for that Reserved Matters Approval has been approved by the Council;

7.3.4 to appoint a Travel Plan Coordinator prior to Occupation of the relevant Reserved Matters Area and to implement the approved Commercial Travel Plan in accordance with approved details;

7.3.5 to pay the Travel Plan Monitoring Fee attributable to that Reserved Matters Approval prior to Occupation of that Reserved Matters Area;

7.3.6 not to Occupy that Reserved Matters Area unless and until the Travel Plan Monitoring Fee attributable to that Reserved Matters Approval has been paid in full;

7.3.7 during the Travel Plan Monitoring Period:

- (a) to monitor compliance with the approved Commercial Travel Plan and how effective it has been in achieving its targets;
- (b) to report annually to the Council on the findings of the performance monitoring carried out pursuant to paragraph 7.3.7(a) above;
- (c) in the event that targets in the approved Commercial Travel Plan have not been achieved:
 - (i) the report submitted pursuant to paragraph 7.3.7(b) above shall set out proposed remedial measures together with a timetable for implementing such measures; and
 - (ii) to implement the remedial measures in accordance with the proposed timetable for implementation.

- 7.4 In the event a Reserved Matters Approval contains both Dwellings and Commercial Units the Travel Plan for that Reserved Matters Area may be a combined document or separate Residential Travel Plan and Commercial Travel Plan but in any event there shall only be one Travel Plan Monitoring Fee payable in connection for such Reserved Matters Application and only one Travel Plan Coordinator needs to be appointed to oversee the Implementation of such a Reserved Matters Approval

8. SUSTAINABLE TRANSPORT BOND

- 8.1 The Owner covenants with the Council in connection with each Residential Reserved Matters Approval:

- 8.1.1 prior to Commencement of Development in that Reserved Matters Area, to submit to the Council and obtain the Council's approval of, the Sustainable Transport Bond (including the Owner's calculation of the Sustainable Transport Bond Sum) attributable to that Reserved Matters Approval;
- 8.1.2 prior to Occupation in the Reserved Matters Area, to put in place the approved Sustainable Transport Bond attributable to that Reserved Matters Approval;
- 8.1.3 not to Occupy any Reserved Matters Area unless and until the approved Sustainable Transport Bond attributable to that Reserved Matters Approval has been put in place;
- 8.1.4 to notify the Council once the Development in the Reserved Matters Area reaches:
- (a) 50% Occupation; and
 - (b) Substantial Occupation.

- 8.2 The Owner and the Council acknowledge and agree that following completion of the MEP Monitoring attributable to the Reserved Matters Area, the Sustainable Transport Bond in respect of that Reserved Matters Approval shall be refunded to the Owner in accordance with the following table:

	Low	Medium	High
MEP Monitoring Result	10%	15%	20%
	Full refund	50% refund	Zero refund

- 8.3 Any dispute in connection with the form of the Sustainable Transport Bond, the Sustainable Transport Sum or the refund due to the Owner pursuant to paragraph 8.2 above shall be referred to the Expert in accordance with Clause 21

9. HIGHWAYS AGREEMENTS

- 9.1 The Owner covenants with the Council in connection with each Reserved Matters Application necessitating Site Specific Highway Works:

- 9.1.1 to enter into a Site Specific Highways Agreement before commencement of the Site Specific Highway Works;
- 9.1.2 unless the Site Specific Highways Agreement provides otherwise, not to Occupy the Development in that Reserved Matters Area unless and until the Site Specific Highway Works are Practically Complete;

- 9.1.3 to dedicate the Site Specific Highway Works (or such part thereof as required to be dedicated under the Site Specific Highway Agreement) as highway maintainable at public the public expense in accordance with the terms of the Site Specific Highways Agreement

10. TRO CONTRIBUTION

- 10.1 The Owner covenants with the Council to pay to the Council the TRO Contribution in the following instalments:
- 10.1.1 £7,500 Index Linked prior to Practical Completion of the NAR;
 - 10.1.2 £7,500 Index Linked prior to Occupation of the 250th Dwelling;
 - 10.1.3 £7,500 Index Linked prior to Occupation of the 500th Dwelling;
 - 10.1.4 £7,500 Index Linked prior to Occupation of the 750th Dwelling;
 - 10.1.5 £7,500 Index Linked prior to Occupation of the 1000th Dwelling;
 - 10.1.6 £7,500 Index Linked prior to Occupation of the 1250th Dwelling;
 - 10.1.7 £7,500 Index Linked prior to Occupation of the 1500th Dwelling;
 - 10.1.8 £7,500 Index Linked prior to Occupation of the 1750th Dwelling;
 - 10.1.9 £7,500 Index Linked prior to Occupation of the 2000th Dwelling;
 - 10.1.10 £7,500 Index Linked prior to Occupation of the 2250th Dwelling;
 - 10.1.11 £7,500 Index Linked prior to Occupation of the 2500th Dwelling;
 - 10.1.12 £7,500 Index Linked prior to Occupation of the 2750th Dwelling;
 - 10.1.13 £7,500 Index Linked prior to Occupation of the 3000th Dwelling; and
 - 10.1.14 £7,500 Index Linked prior to Occupation of the 3250th Dwelling.
- 10.2 The Owner covenants not to Occupy more than the number of Dwellings specified in paragraphs 10.1.2 to 10.1.14 above until the relevant instalment of the TRO Contribution has been paid to the Council in full

SCHEDULE 5

COMMUNITY FACILITIES

PART 1

GENERAL

1. COMMUNITY FACILITY SCHEME

1.1 The Owner covenants with the Council:

- 1.1.1 prior to Commencement of Development, to submit the Community Facility Scheme to the Council for its written approval; and
- 1.1.2 not to Commence the Development until the Community Facility Scheme has been approved by the Council

1.2 The Community Facility Scheme submitted pursuant to paragraph 1.1 shall have regard to the obligations in paragraph 1.3 and 1.4 below to make provision for the Phase 1 Community Hub and Phase 3 Community Hub within specified timeframes

West Langarth Gateway / Rural Village

1.3 The Owner covenants with the Council in respect of Phase 1:

- 1.3.1 prior to Commencement of Development, to submit the Community Hub Use Agreement for the Phase 1 Community Hub to the Council for its written approval;
- 1.3.2 not to Substantially Implement the Development until the Phase 1 Community Hub Use Agreement has been approved by the Council (unless a longer timeframe for approval of the Phase 1 Community Hub Use Agreement is agreed by the Council);
- 1.3.3 to Practically Complete the Phase 1 Community Hub prior to Occupation of more than 200 Dwellings;
- 1.3.4 not to Occupy more than 200 Dwellings until the Phase 1 Community Hub has been Practically Completed;
- 1.3.5 to Finally Complete the Phase 1 Community Hub in accordance with the approved Community Facility Scheme prior to Occupation of more than 250 Dwellings;
- 1.3.6 not to Occupy more than 250 Dwellings until the Phase 1 Community Hub has been Finally Completed;
- 1.3.7 to maintain and manage the Phase 1 Community Hub in accordance in accordance with the approved Community Facility Scheme until it has been leased or transferred to its end-user in accordance with the approved Community Use Agreement

Langarth Square / Community Village

1.4 The Owner covenants with the Council in respect of Phase 3 :

- 1.4.1 prior to Commencement of Development in Phase 3 and having regard to the approved Community Facility Scheme, to submit the final shell and core specification and Community Hub Use Agreement for the Phase 3 Community Hub to the Council for its written approval;
- 1.4.2 not to Commence Development on Phase 3 or any subsequent Phase until the final shell and core specification and Phase 3 Community Hub Use Agreement have been approved

by the Council (unless a longer timeframe for approval of the shell and core specification and/or Phase 3 Community Hub Use Agreement is agreed by the Council);

- 1.4.3 to Practically Complete the Phase 3 Community Hub in accordance with the approved shell and core specification and Community Hub Use Agreement prior to Occupation of more than 1750 Dwellings;
- 1.4.4 not to Occupy more than 1750 Dwellings until the Phase 3 Community Hub has been Practically Completed;
- 1.4.5 to Finally Complete the Phase 3 Community Hub in accordance with the approved shell and core specification and Community Facility Scheme prior to Occupation of more 2000 Dwellings;
- 1.4.6 not to Occupy more than 2250 Dwellings until the Phase 3 Community Hub has been Finally Completed;
- 1.4.7 to maintain and manage the Phase 3 Community Hub in accordance with the approved Community Facility Scheme until it has been leased or transferred to its end-user in accordance with the approved Community Use Agreement

PART 2

HEALTH AND POLICE

1. CCG CONTRIBUTION

- 1.1 Subject to paragraph 1.2 below the Owner covenants with the Council in respect of each Residential Reserved Matters Approval:
 - 1.1.1 to notify the Council of the CCG Contribution attributable to the Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 1.1.2 to pay the CCG Contribution attributable to the Reserved Matters Approval to the Council prior to Occupation in that Reserved Matters Area;
 - 1.1.3 not to Occupy the Reserved Matters Area unless and until the CCG Contribution attributable to that Reserved Matters Approval has been paid to the Council in full
- 1.2 In the event the Health Facility Offset applies pursuant to Clause 11.3 the Relevant Owner shall:
 - 1.2.1 not be liable for payment of the CCG Contribution pursuant to paragraph 2.1 above; and
 - 1.2.2 be eligible to recover from the Council the CCG Contributions paid to the Council by that date and the CCG Contributions to be paid after that date up to the Health Facility Offset agreed pursuant to Clause 11.2

2. POLICE CONTRIBUTION

- 2.1 The Owner covenants with the Council in respect of each Residential Reserved Matters Approval:
 - 2.1.1 to notify the Council of the Police Contribution attributable to the Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 2.1.2 to pay the Police Contribution attributable to the Reserved Matters Approval to the Council prior to Occupation in that Reserved Matters Area;
 - 2.1.3 not to Occupy the Reserved Matters Area unless and until the Police Contribution attributable to that Reserved Matters Approval has been paid to the Council in full

SCHEDULE 6

EDUCATION

1. EDUCATION CONTRIBUTION

- 1.1 The Owner covenants with the Council in respect of each Residential Reserved Matters Application:
- 1.1.1 to notify the Council of the Education Contribution attributable to the Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 1.1.2 to pay the Education Contribution attributable to the Reserved Matters Approval to the Council prior to Occupation in that Reserved Matters Area;
 - 1.1.3 not to Occupy the Reserved Matters Area unless and until the Education Contribution attributable to that Reserved Matters Approval has been paid to the Council in full

2. SAFEGUARDING THE SECOND SCHOOL LAND

- 2.1 The Owner covenants with the Council:
- 2.1.1 to Safeguard the Second School Land from the Commencement of Development until the earlier of the date on which the Second School Land is transferred to the Council or its Nominee or the expiry of the Second School Notice Period;
 - 2.1.2 to notify the Council of the Occupation of the 1700th Dwelling
- 2.2 In the event the Owner (other than the Council) ("**the Relevant Owner**") receives a Second School Notice from the Council, the Owner shall transfer the Second School Land to the Council or the Council's nominee on the following terms:
- 2.2.1 for use of the Second School Land for the Second School and uses reasonably associated with the Second School;
 - 2.2.2 with vacant possession;
 - 2.2.3 with full title guarantee;
 - 2.2.4 for £1;
 - 2.2.5 together with such rights of access, passage and services as are reasonably required to facilitate the use of the Second School Land for the purpose of which it is being transferred;
 - 2.2.6 allowing for the reservation of rights reasonably necessary for the purposes of the Development on the land retained by the Relevant Owner.

SCHEDULE 7

OPEN SPACE

1. OFFSITE SPORTS PITCH CONTRIBUTION

- 1.1 The Owner covenants with the Council in respect of each Residential Reserved Matters Application:
- 1.1.1 to notify the Council of the Offsite Sports Pitch Contribution attributable to the Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 1.1.2 to pay the Offsite Sports Pitch Contribution attributable to the Reserved Matters Approval to the Council prior to Occupation in that Reserved Matters Area;
 - 1.1.3 not to Occupy the Reserved Matters Area unless and until the Offsite Sports Pitch Contribution attributable to that Reserved Matters Approval has been paid to the Council in full

2. ONSITE OPEN SPACE

- 2.1 Subject to paragraph 3.2 below, the Owner covenants with the Council in respect of each Reserved Matters Approval:
- 2.1.1 to submit to the Council the Open Space Scheme and Open Space Management Plan for approval in connection with that Reserved Matters Approval prior to Substantial Implementation in that Reserved Matters Area;
 - 2.1.2 not to Substantially Implement the Reserved Matters Approval until the Council has approved the Open Space Scheme and Open Space Management Plan in respect of that Reserved Matters Approval;
 - 2.1.3 to lay out and equip the Open Space for the Reserved Matters Area in accordance with the approved Open Space Scheme;
 - 2.1.4 to maintain and manage the Open Space for the Reserved Matters Area in accordance with the approved Open Space Management Plan;
 - 2.1.5 to allow the Council and its agents reasonable access for the purposes of the Council's inspection of the Open Space in accordance with the approved Open Space Management Plan;
 - 2.1.6 to carry out any remedial measures required by the Council following its inspection of the Open Space in accordance with the approved Open Space Management Plan;
 - 2.1.7 unless otherwise agreed in writing by the Council, not to Occupy more than 50% of the Dwellings in a Reserved Matters Area until the Open Space for that Reserved Matters Area has been Practically Completed;
 - 2.1.8 unless otherwise agreed in writing by the Council, not to Occupy more than 75% of the Dwellings in a Reserved Matters Area until the Open Space for that Reserved Matters Area has been Finally Completed and the Open Space Transfer has been completed to either:
 - (a) a Management Company;
 - (b) the Stewardship Vehicle;
 - (c) the Council; or
 - (d) a Parish Council

2.1.9 in the event the Reserved Matters Approval is for Commercial Units only the provisions in paragraphs 2.1.7 and 2.1.8 above apply *pari passu*

2.2 In the event the Reserved Matters Approval is for enabling infrastructure only which contains no Dwellings or Commercial Units the Open Space for that Reserved Matters Area (if any) shall be Practically Completed, Finally Completed and transferred to a Management Company, the Stewardship Vehicle, the Council or a Parish Council in accordance with a programme ("**Delivery Programme**") to be submitted to and agreed with the Council prior to Substantial Implementation in that Reserved Matters Area and there shall be no Substantial Implementation in such Reserved Matters Area unless and until the Owner has obtained the Council's approval of such Delivery Programme

SCHEDULE 8

SUDS

1. SUDS

- 1.1 The Owner covenants with the Council in respect of each Reserved Matters Approval:
- 1.1.1 unless the details approved pursuant to the Planning Permission specify otherwise, not to Occupy more than 50% of the Dwellings in a Reserved Matters Area until the SUDS for that Reserved Matters Area has been Practically Completed;
 - 1.1.2 unless the details approved pursuant to the Planning Permission specify otherwise, not to Occupy more than 75% of the Dwellings in a Reserved Matters Area until the SUDS for that Reserved Matters Area has been Finally Completed and the SUDS Transfer has been completed to either:
 - (a) a Management Company;
 - (b) the Stewardship Vehicle;
 - (c) the Council;
 - (d) a Parish Council; or
 - (e) the Water Body
- 1.2 In the event the details approved pursuant to the Planning Permission specify delivery triggers for SUDS other than those specified in paragraph 1.1 above the Owner shall obtain the Council's written confirmation of the same in order to demonstrate compliance with paragraph 1.1 of this Schedule 8
- 1.3 In the event that the SUDS Land in any Reserved Matters Area is transferred to the Council, the Owner shall pay the SUDS Commuted Sum to the Council on completion of the SUDS Transfer applicable to that Reserved Matters Area
- 1.4 In the event that the SUDS Land in any Reserved Matters Area is transferred to the Stewardship Vehicle, the Owner shall pay the SUDS Commuted Sum to the Stewardship Vehicle on completion of the SUDS Transfer applicable to that Reserved Matters Area
- 1.5 In the event that the SUDS Land in any Reserved Matters Area is transferred directly to a Parish Council, the Owner shall pay the SUDS Commuted Sum to the relevant Parish Council on completion of the SUDS Transfer applicable to that Reserved Matters Area
- 1.6 In the event that the SUDS Land in any Reserved Matters Area is transferred to the Water Body, the Owner shall complete the SUDS Transfer applicable to that Reserved Matters Area in accordance with the Water Body's terms and conditions
- 1.7 In the event that the SUDS Land in any Reserved Matters Area is transferred to a Management Company, the Owner shall complete the SUDS Transfer applicable to that Reserved Matters Area on terms which ensure the Management Company has sufficient financial resources to manage and maintain the SUDS in accordance with details approved pursuant to the Planning Permission for the lifetime of the Development

SCHEDULE 9

STEWARDSHIP

1. STEWARDSHIP VEHICLE GOVERNANCE STRUCTURE

- 1.1 The Owner covenants with the Council not to Substantially Implement the Development until the Stewardship Vehicle Governance Structure has been confirmed to the Council.

2. STEWARDSHIP VEHICLE BUSINESS PLAN

- 2.1 The Owner covenants with the Council as follows:

- 2.1.1 (unless otherwise agreed by the Council), not to Substantially Implement the Development until the Stewardship Vehicle Business Plan has been submitted to the Council for its written approval;
- 2.1.2 not to Occupy any Development unless and until the Stewardship Vehicle Business Plan has been approved by the Council

3. STEWARDSHIP VEHICLE OCCUPIER INFORMATION

- 3.1 The Owner covenants with the Council as follows in respect of each Reserved Matters Approval (except for a Reserved Matters Approval for enabling infrastructure only which contains no Dwellings or Commercial Units):

- 3.1.1 prior to Occupation of the Development in that Reserved Matters Area to submit to the Council for its approval a Stewardship Vehicle Welcome Pack;
- 3.1.2 not to Occupy the Development in that Reserved Matters Area until the Council has approved the Stewardship Vehicle Welcome Pack.

- 3.2 The Stewardship Vehicle Welcome Pack shall explain to the future Occupiers of the Development, the following matters in respect of the Stewardship Vehicle:

- 3.2.1 its purpose;
- 3.2.2 its functions;
- 3.2.3 its constitutional structure under the approved Stewardship Governance Structure;
- 3.2.4 the services provided by the Stewardship Vehicle;
- 3.2.5 the quantum of money payable by the owner of each Dwelling and Commercial Unit (as relevant) towards the Stewardship Vehicle by way of a service charge, estate charge or similar charge and the legal mechanism by which this payment is secured; and
- 3.2.6 (if applicable) that the owner and/or occupier (as appropriate) of each Dwelling and Commercial Unit may become a member of the Stewardship Vehicle and the rights conferred by virtue of being a member.

- 3.3 The Owner covenants with the Council in respect of each Reserved Matters Approval (except for a Reserved Matters Approval for enabling infrastructure only which contains no Dwellings or

Commercial Units), not to Occupy any Dwelling and/or Commercial Unit in the Reserved Matters Area unless and until:

- 3.3.1 the Stewardship Vehicle Welcome Pack has been provided to:
 - (a) any Registered Provider or Approved Provider assuming responsibility for the management of Affordable Dwellings in that Reserved Matters Area (for dissemination to tenants and occupiers of the Affordable Dwellings); and
 - (b) the first purchaser, tenant or other occupier of the Dwellings and/or Commercial Units in that Reserved Matters Area;
- 3.3.2 all transfers, leases and other relevant disposals of a legal interest in the Reserved Matters Area contain a covenant to pay service charges, estate charges or similar charges to the Stewardship Vehicle in accordance with the approved Stewardship Vehicle Business Plan.

SCHEDULE 10

ECOLOGY

PART 1

SANG & SAC CONTRIBUTIONS

1. SANG

1.1 The Owner covenants with the Council, subject to paragraph 2 below:

- 1.1.1 to submit the SANG Plan to the Council for its approval prior to Commencement of Development;
- 1.1.2 not to Occupy any Dwellings until the SANG Plan has been approved by the Council;
- 1.1.3 to give the Council reasonable prior notice once 200 Dwellings are nearing Occupation;
- 1.1.4 to Practically Complete the SANG in accordance with the approved SANG Plan prior to Occupation of the 200th Dwelling;
- 1.1.5 to notify the Council once the SANG has been Practically Completed and to invite the Council and Natural England to inspect the SANG;
- 1.1.6 to allow the Council and Natural England all reasonably necessary rights of access to the SANG in order to inspect the SANG against the standards and specification agreed under the SANG Plan;
- 1.1.7 to implement any remedial or corrective measures identified by the Council (in consultation with Natural England) pursuant to its post Practical Completion inspection;
- 1.1.8 to give the Council reasonable prior notice once 250 Dwellings are nearing Occupation;
- 1.1.9 unless otherwise agreed by the Council, to Finally Complete the SANG in accordance with the approved SANG Plan prior to Occupation the 250th Dwelling;
- 1.1.10 unless otherwise agreed by the Council, not to Occupy more than 250 Dwellings until the SANG has been Finally Completed in accordance with the approved SANG Plan;
- 1.1.11 to notify the Council and the Stewardship Vehicle once the SANG has been Finally Completed.

2. SAC CONTRIBUTIONS WHERE PROVISION OF SANG IS NOT FEASIBLE OR SUFFICIENT

- 2.1 The Council and the Owner acknowledge and agree that the Council's preference for mitigating the Terrestrial Habitat Impacts of Phases 1 and 2 of the Development is through the provision of SANG
- 2.2 To this end the Owner shall use its best endeavours to provide SANG in connection with the Development of Land comprised in Phases 1 and 2
- 2.3 Only in the event the Owner is unable to provide SANG in connection with the Development of Land comprised in Phases 1 and 2, is the Owner permitted to submit to the Council for its approval a calculation of the SAC Contributions which would otherwise fall due in connection with Residential Development on Land comprised in Phases 1 and 2
- 2.4 In the event paragraph 2.3 above applies the Owner shall not Occupy more than 200 Dwellings until the SAC Contribution calculated in accordance with paragraph 2.3 above has been approved by and paid to the Council in full

- 2.5 In the event the Owner is able to provide the SANG the Owner shall provide the SANG in accordance with paragraph 1 above, and if:
- 2.5.1 such SANG is in the Council's reasonable opinion sufficient to fully mitigate the Terrestrial Habitat Impacts of Phases 1 and 2 of the Development, this paragraph 2 shall cease to apply and extinguish absolutely
- 2.5.2 such SANG is in the Council's reasonable opinion insufficient to fully mitigate the Terrestrial Habitat Impacts of Phases 1 and 2 of the Development:
- (a) the Owner and the Council shall agree the residual SAC Contributions due to fully mitigate the Terrestrial Habitat Impacts of Phases 1 and 2 of the Development (and in the event of failure to agree, the the dispute shall be referred to the Expert for determination in accordance with Clause 21);
- (b) the Owner shall pay to the Council, the residual SAC Contributions agreed or determined by the Expert, prior to Occupation of more than 200 Dwellings Plan (which payment shall be addition to the provision of SANG in accordance with the SANG Plan); and
- (c) on payment of such residual SAC Contribution to the Council, this paragraph 2 shall cease to apply and extinguish absolutely

3. SAC CONTRIBUTIONS

- 3.1 The Owner covenants with the Council in respect of each Residential Reserved Matters Application:
- 3.1.1 to notify the Council of the Marine SAC Contribution attributable to the Reserved Matters Application;
- 3.1.2 to pay the Marine SAC Contribution attributable to the Reserved Matters Approval prior to Occupation in the Reserved Matters Area;
- 3.1.3 not to Occupy the Reserved Matters Area until the Marine SAC Contribution attributable to the Reserved Matters Approval has been paid in full
- 3.2 The Owner covenants with the Council in respect of each Reserved Matters Approval for Development in Land comprised in Phases 3 to 5 (inclusive):
- 3.2.1 in the event the Owner does not wish to provide Additional SANG in connection with Phases 3 and/or 4 and/or 5:
- (a) to notify the Council of the Terrestrial SAC Contribution attributable to the Reserved Matters Application;
- (b) to pay the Terrestrial SAC Contribution attributable to the Reserved Matters Approval prior to Occupation in the Reserved Matters Area;
- (c) not to Occupy the Reserved Matters Area until the Terrestrial SAC Contribution attributable to the Reserved Matters Approval has been paid in full
- 3.2.2 in the event the Owner wishes to provide Additional SANG in connection with Reserved Matters Applications for Land comprised in Phases 3 and/or 4 and/or 5 the Owner shall submit the Additional SANG Plan to the Council for its approval prior to Commencement of Development in Reserved Matters Areas falling within Land comprised in Phases 3 and/or 4 and/or 5

3.2.3 In the event the Council approves the Additional SANG Plan:

- (a) the provisions in paragraph 1 above apply *mutatis mutandis* to the provision of Additional SANG in accordance with the Additional SANG Plan (save that the physical delivery triggers of the Additional SAN will be linked to Occupation milestones in Land comprised in Phases 3 and/or 4 and/or 5 and will be agreed with the Council in connection with the Additional SANG Plan and prior to the delivery of any Additional SANG pursuant to such Additional SANG Plan);
- (b) if the Additional SANG is in the Council's reasonable opinion sufficient to fully offset the Terrestrial Habitats Impacts for the relevant Reserved Matters Area, the Owner is released from the requirement in paragraph 2.1 above to pay the Terrestrial SAC Contribution in respect of that Reserved Matters Area
- (c) if the Additional SANG is in the Council's reasonable opinion insufficient to fully offset the Terrestrial Habitats Impacts of the relevant Reserved Matters Area, the Owner remains liable for payment of such part of the Terrestrial SAC Contribution as agreed by the Council under the approved Additional SANG Plan (which payment shall be addition to the provision of Additional SANG in accordance with the Additional SANG Plan).

3.2.4 In the event the Council does not approve the Additional SANG Plan the Owner is not released in full or in part from the requirement to pay the Terrestrial SAC Contribution pursuant to paragraph 2.1 above

4. SAMM CONTRIBUTIONS

4.1 The Owner covenants with the Council in respect of each Residential Reserved Matters Approval:

- 4.1.1 to notify the Council of the SAMM Contribution attributable to the Reserved Matters Approval;
- 4.1.2 to pay the SAMM Contribution attributable to the Reserved Matters Approval prior to Occupation in the Reserved Matters Area;
- 4.1.3 not to Occupy the Reserved Matters Area until the SAMM Contribution attributable to the Reserved Matters Approval has been paid to the Council in full

PART 2

WOODLARK HABITAT

1. INTERIM WOODLARK HABITAT MITIGATION

1.1 The Owner covenants with the Council in respect of Land comprised in Phases 1 and 2:

- 1.1.1 to provide the Interim Woodlark Habitat in strict accordance with the approved Interim Woodlark Habitat Scheme

2. PERMANENT WOODLARK HABITAT MITIGATION

2.1 The Owner covenants with the Council:

- 2.1.1 prior to Occupation of the 750th Dwelling, to submit the Permanent Woodlark Mitigation Plan to the Council for its approval;
- 2.1.2 unless otherwise agreed in writing by the Council, not to Occupy the 1000th Dwelling unless and until the Permanent Woodlark Mitigation Plan has been approved by the Council;

- 2.1.3 to provide the Permanent Woodlark Mitigation in strict accordance with the approved Permanent Woodlark Mitigation Plan;
- 2.1.4 unless otherwise agreed in writing by the Council, not to Occupy more than 1500 Dwellings unless and until the Permanent Woodlark Mitigation has been provided in accordance with the approved Permanent Woodlark Mitigation Plan

SCHEDULE 11

FLOOD MITIGATION

1. DAM CONTRIBUTION

1.1 The Owner covenants with the Council:

1.1.1 to pay the Dam Contribution to the Council prior to Occupation of the 250th Dwelling;

1.1.2 not to Occupy more than 250 Dwellings until the Dam Contribution has been paid to the Council in full

SCHEDULE 12

DISTRICT HEATING

1. HEATING PLAN

- 1.1 The Owner covenants with the Council in respect of each Reserved Matters Approval:
- 1.1.1 prior to Commencement of Development in that Reserved Matters Area, to submit the Heating Plan for that Reserved Matters Approval to the Council for its written approval; and
 - 1.1.2 not to Commence Development in that Reserved Matters Area until the Owner has obtained the Council's written approval of the Heating Plan for that Reserved Matters Approval.

2. DISTRICT HEATING NETWORK

- 2.1 In the event the District Heating Network serving the Development is available for connection in the Reserved Matters Area at the point of validation of any Reserved Matters Application:
- 2.1.1 the Owner covenants to use Reasonable Endeavours to connect the Dwellings and Commercial Units constructed in that Reserved Matters Area to that District Heating Network

PROVIDED THAT if prior to Commencement of Development in that Reserved Matters Area, the Owner submits to the Council and obtains the Council's approval, of reasonable documentary evidence establishing that such a District Heating Network connection would not be viable or feasible or would unreasonably delay construction in that Reserved Matters Area then this obligation in paragraph 2.1.1 ceases to apply

SCHEDULE 13

DESIGN CODE

1. DESIGN CODE REVIEW CONTRIBUTION

- 1.1 The Owner covenants with the Council in respect of each Reserved Matters Application:
- 1.1.1 on submission of the Reserved Matters Application, to notify the Council of the Design Code Review Contribution attributable to the Reserved Matters Application;
 - 1.1.2 to pay the Design Code Review Contribution attributable to the Reserved Matters Application to the Council within 20 Working Days' of the validation of the Reserved Matters Application by the Council

2. NEIGHBOURHOOD DESIGN CODE REVIEW CONTRIBUTION

- 2.1 The Owner covenants with the Council that in connection with the application to discharge Planning Condition 9 (Application B, outline element of the Planning Permission) (the "**Application to Discharge**"):
- 2.1.1 it shall pay the Neighbourhood Design Code Review Contribution to the Council within 20 Working Days' of the validation of the Application to Discharge; and
 - 2.1.2 it shall not to submit any Reserved Matters Application which includes a Neighbourhood or part thereof until the Neighbourhood Design Code Review Contribution has been paid to the Council in full
- 2.2 In the event that the Application to Discharge does not relate to an entire Neighbourhood or all of the Neighbourhoods identified pursuant to Planning Condition 8 (Application B, outline element of the Planning Permission) the Neighbourhood Design Code Review Contribution shall be apportioned in accordance with the proportion of the Neighbourhood covered by the Application to Discharge
- 2.3 In the event that the Owner and the Council disagree on the Neighbourhood Design Code Review Contribution due in connection with such Application to Discharge, the Relevant Parties shall use Reasonable Endeavours to first resolve the disagreement proactively and amicably for a minimum period of 10 Working Days after which either Relevant Party may refer the matter to an Expert in accordance with Clause 21

SCHEDULE 14

CLERK OF WORKS AND LOCAL LABOUR AND MATERIALS

1. CLERK OF WORKS

- 1.1 Prior to Commencement of Development in any Reserved Matters Area the Owner covenants with the Council:
- 1.1.1 to nominate a Clerk of Works to oversee the Implementation of that Reserved Matters Approval for the Council's written approval; and
 - 1.1.2 to procure that the approved Clerk of Works complies with the obligations in paragraph 1.3 below
- 1.2 The Owner covenants with the Council not to Commence Development in any Reserved Matters Area unless and until the Clerk of Works nominated by the Owner pursuant to paragraph 1.1.1 above has been approved by the Council in writing
- 1.3 The Clerk of Works shall:
- 1.3.1 act as a designated point of liaison between the Owner and the Council, the Section 106 Monitoring Officer, and/or Stewardship Vehicle and any local forum set up pursuant to the Planning Permission (as appropriate);
 - 1.3.2 oversee compliance with planning control within the Reserved Matters Area and to proactively work with the Council and other appointed Clerk of Works to help the Council coordinate compliance across different Reserved Matters Areas;
 - 1.3.3 ensure that the quality of materials and workmanship used in connection with the Implementation of a Reserved Matters Approval are in accordance with the details approved pursuant to the Planning Permission and the relevant Reserved Matters Approval and other recognized quality standards (where not specified by the Planning Permission);
 - 1.3.4 report on the satisfaction of key delivery milestones pursuant to the Planning Permission and this Deed to the level of detail and at timeframes to be agreed with the Council.

2. LOCAL LABOUR AND MATERIALS STRATEGY

- 2.1 Prior to Commencement of Development in any Reserved Matters Area, the Owner covenants with the Council to submit to the Council for its written approval a Local Labour and Materials Strategy for that Reserved Matters Approval
- 2.2 The Owner Covenants not to Commence Development in any Reserved Matters Area unless and until the Council has approved the Local Labour and Materials Strategy for that Reserved Matters Approval
- 2.3 The Local Labour and Materials Strategy shall provide for the following minimum measures:
- 2.3.1 to set out percentage targets for vacant roles to be filled by residents in the County and set out the steps to be undertaken by the Owner to meet such targets;
 - 2.3.2 to advertise all Construction Phase vacancies through local media and any agency or channel nominated by the Council;
 - 2.3.3 to work with a local training/recruitment provider approved by the Council to help upskill residents in the County so they are in a position to compete for the jobs created by the Construction Phase of the Development including, but not limited to, through apprenticeship programmes approved by the Council;

- 2.3.4 to implement a monitoring system to include data on the number of Construction Phase jobs created, the training provided and the jobs offered to residents of the County, so far as data protection legislation allows;
- 2.3.5 wherever financially viable feasible, to use and procure that sub-contractors use local resources, supply chains and materials to construct the Development in accordance with the objectives of the LGV Design Code and the LGV Neighbourhood Design Code;
- 2.3.6 to set out a 'reporting and remedies system', the purpose of which is to report to the Council on the performance of the Local Labour and Materials Strategy as well as the remedial measures to be implemented by the Owner in the event the Local Labour and Materials Strategy is not performing against its targets and objectives

SCHEDULE 15

AIR QUALITY

1. AIR QUALITY CONTRIBUTION

- 1.1 Subject to paragraphs 1.2 and 1.4 below, the Owner covenants with the Council in respect of each Residential Reserved Matters Approval:
- 1.1.1 to notify the Council of the Air Quality Contribution attributable to that Reserved Matters Approval prior to Commencement of Development in that Reserved Matters Area;
 - 1.1.2 to pay the Air Quality Contribution attributable to the Reserved Matters Approval to the Council prior to Occupation in that Reserved Matters Area; and
 - 1.1.3 not to Occupy that Reserved Matters Area unless and until the Air Quality Contribution attributable to that Reserved Matters Approval has been paid to the Council in full
- 1.2 In the event the Owner elects to apply for the Onsite Air Quality Mitigation Offset in lieu of payment of the Air Quality Contribution in respect of any Residential Reserved Matters Application, the Owner covenants with the Council:
- 1.2.1 prior to Commencement of Development in that Reserved Matters Area, to submit to the Council the following details in connection with the proposed Onsite Air Quality Mitigation Offset:
 - (a) description of works and measures and how they function to mitigate the air quality impacts of the Development pursuant to that Reserved Matters Approval;
 - (b) calculation of the individual and aggregate cost of the works and measures and justification of how they match or exceed the value of the Air Quality Contribution that would otherwise be payable in respect of that Residential Reserved Matters Application; and
 - (c) timetable for implementation of the proposed works and measures
 - 1.2.2 not to Commence Development in that Reserved Matters Area unless and until the Council has approved the details submitted pursuant to paragraph 1.2.1 above
 - 1.2.3 to implement the Onsite Air Quality Mitigation Offset works and measures in accordance with the details approved by the Council

SCHEDULE 16

BIODIVERSITY NET GAIN

1. The Owner and the Council acknowledge that Planning Condition 12 (Application B, outline element of the Planning Permission) governs the delivery of Biodiversity Net Gain in Biodiversity Areas within individual Reserved Matters Areas
2. The Owner covenants with the Council:
 - 2.1 to maintain and manage the Biodiversity Areas in accordance with the Biodiversity Strategy for a period of 30 years (the "**Covenant Period**") commencing from the date on which the Biodiversity Areas have been Practically Completed (the "**Covenant Start Date**")
 - 2.2 to monitor the effectiveness of the Biodiversity Net Gain measures implemented pursuant to the Biodiversity Conformity Statement at the following intervals:
 - 2.2.1 two year anniversary of the Covenant Start Date;
 - 2.2.2 five year anniversary of the Covenant Start Date;
 - 2.2.3 thereafter, at five year intervals for the remainder of the Covenant Period
 - 2.3 to report on the findings of the monitoring carried out pursuant to paragraph 2.2 above to Council as well as to the Stewardship Vehicle in the event monitoring the performance of the Biodiversity Strategy forms part of the approved Stewardship Functions
 - 2.4 to implement all reasonable remedial and corrective measures recommended by the Council or the Stewardship Vehicle (as applicable) in response to the reporting carried out pursuant to paragraph 2.3 above
3. The Owner further acknowledges and agrees with the Council that part of the SAMM Contribution may be used by the Council or the Stewardship Vehicle (as applicable) to monitor the effectiveness of the Biodiversity Strategy and the performance of the Owner's ongoing monitoring, management and maintenance responsibilities in relation to the Biodiversity Areas under paragraph 2 above

SCHEDULE 17

MASTER DEVELOPER COVENANTS

1. The Master Developer covenants with the Council to:
 - 1.1 Prior to Substantial Implementation of the Development, confirm to the Council the Stewardship Vehicle Governance Structure and (unless a later timeframe is agreed by the Council in its absolute discretion), submit to the Council the Stewardship Vehicle Business Plan for the Council's written approval;
 - 1.2 In the event the Park & Ride Extension Notice is served within the Park & Ride Extension Notice Period, Practically Complete or secure the Practical Completion of the Park & Ride Extension prior to Occupation of the 750th Dwelling (unless a later timeframe is agreed by the Council in writing);
 - 1.3 Practically Complete or secure the Practical Completion of the First School prior to Occupation of the 200th Dwelling;
 - 1.4 Finally Complete or secure the Final Completion of the SANG in accordance with the approved SANG Plan;
 - 1.5 Implement or secure the implementation of Interim Woodlark Habitat in accordance with the Interim Woodlark Habitat Scheme;
 - 1.6 Implement or secure the implementation of the Permanent Woodlark Habitat Scheme in accordance with the approved details;
 - 1.7 Implement or secure the implementation of the approved Community Facility Scheme for the benefit of the Development as a whole

SCHEDULE 18

COUNCIL'S COVENANTS

1. The Council covenants with the Owner as follows:
 - 1.1 In the event the NAR Contribution Offset has been agreed by the Council in respect of the Eastern Junction pursuant to Clause 11.3, the Council shall on Final Completion of the Works in Kind for the Eastern Junction:
 - 1.1.1 pay to the Relevant Owner any NAR Contribution(s) already paid to the Council by such date (together with interest); and
 - 1.1.2 use Reasonable Endeavours to agree with the Relevant Owner arrangements onward transmission to the Relevant Owner of any NAR Contributions to be paid to the Council in connection with subsequent Reserved Matters Approvals in accordance with paragraph 1.1 of Schedule 3; and
 - 1.1.3 to adhere to any arrangements agreed pursuant to paragraph 1.1.2,

PROVIDED THAT the Council's obligation to transmit monies to the Relevant Owner pursuant to this paragraph 1.1 is in any event limited to NAR Contributions received by the Council in respect of Development which comes forward under Reserved Matters Approvals and no more
 - 1.2 In the event the Health Facility Offset has been agreed by the Council in respect of the Heath Facility pursuant to Clause 11.3, the Council shall on Final Completion of the Works in Kind for the Health Facility:
 - 1.2.1 pay to the Relevant Owner any CCG Contribution(s) already paid to the Council by such date (together with interest); and
 - 1.2.2 use Reasonable Endeavours to agree with the Relevant Owner arrangements onward transmission to the Relevant Owner of any CCG Contributions to be paid to the Council in connection with subsequent Reserved Matters Approvals in accordance with paragraph 2 of Part 2 of Schedule 5; and
 - 1.2.3 to adhere to any arrangements agreed pursuant to paragraph 1.2.2,

PROVIDED THAT the Council's obligation to transmit monies to the Relevant Owner pursuant to this paragraph 1.2 is in any event limited to CCG Contributions received by the Council in respect of Development which comes forward under Reserved Matters Approvals and no more
 - 1.3 After Occupation of 200 Dwellings, unless paragraph 1.2 above applies, the Council shall arrange for onward transmission of the CCG Contributions (together with interest) collected by that date to Truro and Kenwyn Clinical Commissioning Group and thereafter to arrange for onward transmission of CCG Contributions collected in connection with subsequent Residential Reserved Matters Approvals at intervals to be agreed with the Truro and Kenwyn Clinical Commissioning Group
 - 1.4 In the event the pupil yield necessitates provision of the Second School and the Second School Land is not owned by the Council, the Council shall serve the Second School Notice on the Relevant Owner during the Second School Notification Period
 - 1.5 In the event the Council requires the delivery of the Park & Ride Extension, to serve the Park & Ride Extension within the Park & Ride Extension Notice Period
 - 1.6 On receipt of the Dam Contribution, the Council shall arrange for onward transmission of the Dam Contribution to the Environment Agency for expenditure on the Dam Design Monitoring

- 1.7 The Council shall put in place appropriate arrangements to ensure that a person or body is appointed by the Council to:
- 1.7.1 carry out the MEP Monitoring in accordance with the LGV Monitoring and Evaluation Plan;
 - 1.7.2 liaise with the Stewardship Vehicle, in the event this is one of the Stewardship Vehicle Functions pursuant to the approved Stewardship Vehicle Business Plan;
 - 1.7.3 decide on any Additional Transport Mitigation Measures
- 1.8 Following completion of the MEP Monitoring in connection with each Reserved Matters Approval, the Council shall administer or procure the administration of the payment of the Sustainable Transport Bond refund in accordance with paragraph 8.2 of Schedule 4
- 1.9 In the event the Stewardship Vehicle Functions in the approved Stewardship Vehicle Business Plan include the monitoring, maintenance and management of the SANG and Biodiversity Areas, the Council shall arrange for onward transmission of the SAMM Contribution(s) received by the Council to the Stewardship Vehicle (and in the event the Stewardship Vehicle Functions include one but not the other of these monitoring, maintenance and management objectives, for example, over SANG but not the Biodiversity Areas, or vice versa, the Council is entitled to arrange for onward transmission of such proportion of the SAMM Contribution(s) received by the Council to the Stewardship Vehicle as the Council sees fit having regard to the approved SANG Plan and or/or Additional SANG Plan and/or Biodiversity Conformity Statement and/or Biodiversity Strategy (as applicable)
- 1.10 In the event the Contributions are not expended or contractually committed for expenditure for the purposes set out in this Deed within 30 years from the date of Commencement of Development the Council shall repay on request such part of the unspent Contribution to the person who paid the Contribution to the Council in accordance with the terms of this Deed PROVIDED THAT:
- 1.10.1 for the purposes of the Dam Contribution, this shall be considered fully expended for the purposes of this Deed once transmitted by the Council to the Environment Agency;
 - 1.10.2 for the purposes of the CCG Contribution, this shall be considered fully expended for the purposes of this Deed once transmitted by the Council to the Truro and Kenwyn Clinical Commissioning Group or the Relevant Owner (in the event paragraph 1.2 above applies) as applicable;
 - 1.10.3 for the purposes of the SAMM contribution, this shall be considered fully expended for the purposes of this Deed once transmitted by the Council to the Stewardship Vehicle, if applicable;
- 1.11 If requested by the Owner, the Council shall provide reasonable documentary evidence of the onward transmission of sums paid pursuant to this Deed to third parties such as the Environment Agency, Truro and Kenwyn Clinical Commissioning Group and the Stewardship Vehicle, as applicable

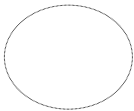
Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **THE CORNWALL COUNCIL** in the presence of

.....
Authorised Signatory

.....
Full Name (Authorised Signatory)

.....
Authorised Signatory

.....
Full Name (Authorised Signatory)



Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by [redacted] acting by

.....
Signature of Director

.....
Full Name (Director)

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by [redacted] acting by

.....
Authorised Signatory

.....
Full Name (Authorised Signatory)

.....
Full Name (Authorised Signatory)

.....
Authorised Signatory

Executed as a Deed (but not delivered until the date of this Deed) by [redacted] acting by

.....
Signature of Director

.....
Full Name (Director)

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary