

SCHEDULE 1: COMMENCEMENT AND COMPLETION

The Owners covenant with the Borough Council, the Council and the County Council as follows:

1. Commencement Notice

- 1.1 To serve the Commencement Notice on the Borough Council, the Council and the County Council at least 15 (fifteen) Working Days prior to Commencement of Development;
- 1.2 Not to Commence the Development unless and until it has complied with paragraph 1.1 of this Schedule 1.

2. Monitoring

- 2.1 To pay the Monitoring Contribution to the Borough Council prior to Commencement of Development.
- 2.2 Not to Commence Development until it has paid the Monitoring Contribution to the Borough Council.

SCHEDULE 2: AFFORDABLE HOUSING

Part 1: General

The Owners covenant with the Borough Council:

1. To carry out the Development on each part of each Phase in accordance with any approved Affordable Housing Delivery Plan for the relevant part of the Phase;
2. Within two years of the receipt of detailed planning permission for the whole or part of the first Phase of Development which includes Residential Units (which for the avoidance of doubt shall include all Reserved Matters Approvals for the Residential Units within that whole or part of that Phase) to use Reasonable Endeavours to construct and make available for Occupation thirty Residential Units together with all associated infrastructure including but not limited to access and drainage infrastructure;
3. To provide:
 - 3.1 5% (five percent) of the Residential Units as Affordable Housing Units such units to be provided within the first 400 (four hundred) Residential Units constructed within the Development and not to Occupy more than 399 (three hundred and ninety nine Residential Units) until the Affordable Housing Units have been constructed.
 - 3.2 not less than 50% (fifty percent) of the Affordable Housing Units within the Development as Affordable Rented Units (unless otherwise agreed in writing between the Owners and the Borough Council); and
 - 3.3 not more than 50% (fifty percent) of the Affordable Housing Units within the Development as Intermediate Affordable Housing Units (unless otherwise agreed in writing between the Owners and the Borough Council);
4. In the event the Owners propose to dispose of any Affordable Housing Unit(s) to an Affordable Housing Provider that is not an Approved Affordable Housing Provider, the Owners shall prior to Commencement of Development within the relevant part of the Phase obtain the Borough Council's written approval for the proposed Affordable Housing Provider(s) for the relevant Parcel of the Development, (such approval not to be unreasonably withheld or delayed) PROVIDED THAT the Borough Council's approval shall be deemed to have been given if the Borough Council has not within 20 (twenty) Working Days of receipt of the Owners' written request seeking such approval written to the Owners to reject (with justified reasons) the proposed Affordable Housing Provider(s).
5. The Owners shall:
 - 5.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Housing Units to be provided pursuant to this Schedule;
 - 5.2 notify the Borough Council within 10 (ten) Working Days of entering into an Affordable Housing Contract.

6. In relation to the first 400 (four hundred) Residential Units within the Development:
 - 6.1 not to Occupy more than 85% (eighty five percent) of the Market Value Units unless and until all of the Affordable Rented Units (being 28 (twenty eight) Affordable Rented Units) have been completed and transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract; and
 - 6.2 not to Occupy more than 75% (seventy five per cent) of the Market Value Units unless and until all of the Intermediate Affordable Housing Units (being 27 (twenty seven) Intermediate Affordable Housing Units) have been completed and made available for occupation.
7. Subject to any Deferred Affordable Housing Scheme being agreed or determined in accordance with Part 2 of this Schedule 2 not to Occupy more than 85% (eighty five percent) of the Market Value Units in a relevant Parcel unless and until 100% (one hundred per cent) of any Affordable Rented Units included in the Deferred Affordable Housing Scheme for that Parcel have been:
 - 7.1 completed; and
 - 7.2 transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract.
8. Subject to any Deferred Affordable Housing Scheme being agreed or determined in accordance with Part 2 of this Schedule 2 not to Occupy more than 75% (seventy five percent) of the Market Value Units in a relevant Parcel unless and until 100% (one hundred per cent) of any Intermediate Affordable Housing Units included in the Deferred Affordable Housing Scheme for that Parcel have been completed.
9. Save for any Affordable Housing Units provided in accordance with any agreed or determined Deferred Affordable Housing Scheme not to provide the Affordable Housing Units otherwise than in accordance with the following Affordable Housing Mix (unless otherwise agreed in writing between the Owners and the Borough Council) and the following Affordable Housing Mix shall only apply and be achieved across the first 400 (four hundred) Residential Units forming part of the Development as a whole rather than be imposed and have to be achieved in each Phase that may form part of the first 400 (four hundred) Residential Units:

Unit type	Percentage of Total Affordable Housing Units
1 bed flats	40%
2 bed flats	8%
2 bed house	32%
3 bed house	10%

Ground Rent	
4 bed house	8%
5 bed house	2%

Subject to a tolerance of +/- 2.5% on one bed flats and two bed houses and +/- 0.5% on two bed flats and three bed houses.

10. Not to offer or make the Affordable Rented Units available otherwise than in accordance with the Gateway to Home Choice Regional CBL unless from time to time is otherwise agreed in writing between the Owners and the Borough Council save where the Affordable Rented Units have been transferred to an Affordable Housing Provider in which case any agreement from time to time shall be as between that Affordable Housing Provider and the Borough Council.
11. Save as provided for in paragraph 11.1 of this Part of this Schedule below, the Owners covenant with the Borough Council in respect of the Affordable Housing not to Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity.
- 11.1 The provisions of this Schedule 2 shall not be binding on:
- 11.1.1 any mortgagee or chargee or any successor in title thereto and their respective mortgagees or chargees; or
- 11.1.2 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 11.1.2.1 such mortgagee or chargee or Receiver shall first give written notice to the Borough Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of not less than three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 11.1.2.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

- 11.1.3 any Shared Ownership Unit where 100% (one hundred per cent) of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;
 - 11.1.4 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
 - 11.1.5 any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
 - 11.1.6 any Intermediate Affordable Housing Units where the occupier is also the owner of the entire equity in the property; or
 - 11.1.7 any person or body deriving title through or from any of the parties mentioned in this paragraph 11.1.
- 11.2 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Owners in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Owners to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
12. Subject to the terms of this Schedule:
- 12.1 no Affordable Rented Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Unit;
 - 12.2 the Affordable Housing Provider(s) within each whole or part of a Parcel shall submit annual reports commencing on the first Occupation of any of the Affordable Rented Units demonstrating that the Affordable Rents charged do not exceed 80% (eighty per cent) of Open Market Rent;
 - 12.3 no Intermediate Affordable Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Intermediate Affordable Housing Unit save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Affordable Housing Unit.

Part 2: Viability Reviews

1 Viability Review Trigger

- 1.1 In the event that the Owners anticipate that they will fail to meet the obligation at paragraph 2 of Part 1 of this Schedule 2 they shall submit an Early Viability Assessment to the Borough Council's Assessor no later than 4 (four) weeks prior to the Early Viability Review Date and shall not permit any further Occupation of the Development unless and until the Viability Assessment has been agreed or determined.

Viability Assessment 1

- 1.2 To submit Viability Assessment 1 to the Borough Council prior to submitting Reserved Matters Application(s) for any more than 401 (four hundred and one) Residential Units but not earlier than the Legal Completion or Occupation of (in aggregate) any more than 50 (fifty) Residential Units.
- 1.3 The Owners shall not submit Reserved Matters Applications for more than 401 (four hundred and one) Residential Units nor effect the Legal Completion or Occupation of (in aggregate) more than 400 (four hundred) Residential Units until Viability Assessment 1 has been submitted to the Borough Council.
- 1.4 Following the submission of Viability Assessment 1 (and not at any time before) the Owners shall be entitled to submit Reserved Matters Applications and secure Reserved Matters Approvals for up to an aggregate of 700 (seven hundred) Residential Units until in connection with Viability Assessment 1 the value of any Surplus and any Deferred Affordable Housing Scheme (where a Deferred Affordable Housing Scheme is agreed or determined to utilise the whole or part of such Surplus) has been agreed with the Borough Council or otherwise determined by an Expert AND subject to the Owners complying with their obligations in paragraph 3 of Part 1 of this Schedule 2 (as regards provision of 5% (five per cent) of the total number of Residential Units within the Development as Affordable Housing Units (being 55 (fifty five) Affordable Housing Units) within the first 400 (four hundred) Residential Units constructed within the Development) such Reserved Matters Applications may assume 0% of the Residential Units will be provided as Affordable Housing Units as part of those Reserved Matters Applications PROVIDED ALWAYS THAT the Borough Council and the Owners agree that where the Surplus and any Deferred Affordable Housing Scheme have been agreed or determined after the date a Reserved Matters Application has been submitted in accordance with this paragraph 1.4 then the Owners shall not be required to accommodate any Deferred Affordable Housing Units within such Reserved Matters Applications or such Reserved Matters Approvals.
- 1.5 The Owners shall not submit Reserved Matters Applications to the Borough Council for an aggregate of more than 700 (seven hundred) Residential Units across the Development unless in connection with Viability Assessment 1 the value of any Surplus and any Deferred Affordable Housing Scheme (where a Deferred Affordable Housing Scheme is agreed or determined to utilise the whole or part of such Surplus) has been agreed with the Borough Council or otherwise determined by an Expert.

Viability Assessment 2

- 1.6 To submit a Viability Assessment to the Borough Council no earlier than the Legal Completion or Occupation of (in aggregate) 600 (six hundred) Residential Units and no later than the Legal Completion or Occupation of (in aggregate) 650 (six hundred and fifty)

Residential Units and not to Legally Complete or Occupy more than 650 (six hundred and fifty) Residential Units until the Viability Assessment has been submitted.

- 1.7 The Owners shall not effect Legal Completion or Occupation of (in aggregate) more than 850 (eight hundred and fifty) Residential Units across the Development unless the value of any Surplus and any Deferred Affordable Housing Scheme in connection with Viability Assessment 2 (where a Deferred Affordable Housing Scheme is agreed or determined to utilise the whole or part of such Surplus) has been agreed with the Borough Council or otherwise determined by an Expert.

2. Viability Assessment

- 2.1 Any Viability Assessment submitted in accordance with paragraph 1.1 of this Part 2 of Schedule 2 shall be submitted and prepared by the Owners as an Early Viability Assessment.

- 2.2 Viability Assessment 1 and Viability Assessment 2 will be prepared by the Owners in the form of the Viability Review Template and shall be carried out in accordance with the notes detailed in the Viability Review Template and the Viability Appraisal Inputs.

- 2.3 The parties to this Deed hereby acknowledge and agree in respect of Viability Assessment 1 and Viability Assessment 2 (only) that the Viability Review Explanatory User Guide

2.3.1 shall/may be used as a tool to inform the Viability Review of Viability Assessment 1 and Viability Assessment 2;

2.3.2 that it will be used to inform the completion of the Viability Review Template and in the consideration of the submitted Viability Assessment; but

2.3.3 that it is not a substitute for nor an alternative to the provisions of this Part 2 of Schedule 2 or the definitions used herein.

- 2.4 The Owners shall not submit a Viability Assessment unless and until they have first given the Borough Council 20 (twenty) Working Days notice and within 20 (twenty) Working Days of receipt of such written notice from the Owners, the Borough Council shall appoint the Borough Council's Assessor and provide the Owners with details of the same.

- 2.5 The Borough Council will not appoint any Borough Council's Assessor for the purpose of paragraph 2 of this Part 2 unless the terms of such appointment include a requirement for the Council's Assessor to issue their final report to the Borough Council within 50 (fifty) Working Days of the Validation Date.

- 2.6 The Borough Council will not appoint any Borough Council's Assessor for the purposes of paragraph 3 and 4 of this Part 2 unless the terms of such appointment stipulate that the Borough Council's Assessor shall (subject to the provisions of paragraph 3.4.2 of this Part 2 of this Schedule 2) only make a single request for further information prior to confirming the Validation Date.

3. Proposals For Deferred Affordable Housing Units and/or Deferred Contributions

- 3.1 At the time the Owners submit any Viability Assessment to the Borough Council the Owners will submit a written statement to the Borough Council setting out the following:

3.1.1 confirming whether an Early Viability Surplus or a Surplus has arisen; and

- 3.1.2 confirming the value of any Early Viability Surplus or Surplus, and
 - 3.1.3 (subject to paragraph 3.2) including a Deferred Affordable Housing Scheme; and
 - 3.1.4 (if applicable) the proposed value of any Deferred Contributions.
- 3.2 If no Deferred Affordable Housing Scheme is submitted with the written statement required to be submitted to the Borough Council pursuant to the provisions of paragraph 3.1 of Part 2 of this Schedule, the written statement shall be accompanied by:-
- 3.2.1 the Owners' justification (financial and/or otherwise) as to why no Deferred Affordable Housing Units can be provided as part of the Development; and
 - 3.2.2 a Deferred Contributions proposal in the event that the written statement demonstrates that Deferred Contributions can be made.
- 3.3 Within 10 (ten) Working Days of receipt by the Borough Council of a Viability Assessment (unless otherwise agreed between the Borough Council and the Owners), the Borough Council shall either:-
- 3.3.1 confirm in writing to the Owners that the Borough Council's Assessor on the Council's behalf has received a valid Viability Assessment (the "Validation Date"); or
 - 3.3.2 notify the Owners in writing that the Owners must first respond to the Borough Council's Assessor's request for further technical, financial, planning, legal or other information as acting reasonably the Borough Council's Assessor deems necessary in order to assess viability before the Borough Council will confirm a valid Viability Assessment has been received.

PROVIDED THAT where paragraph 3.3.2 applies such request from the Borough Council's Assessor must be received by the Owners within fifteen Working Days of receipt by the Borough Council's Assessor of a Viability Assessment otherwise it shall be deemed that the Validation Date shall have occurred AND for the avoidance of doubt nothing in this paragraph 3 shall amount to agreement of any of the matters contained in the Viability Assessment nor preclude the Borough Council's Assessor from seeking further relevant information during the course of negotiations provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 3.3.2 above.

- 3.4 On receipt of any reasonable request for further information from the Borough Council's Assessor, the Owners shall as soon as reasonably practicable and in any case within ten Working Days (or such longer period as may be agreed between the Borough Council, the Borough Council's Assessor and the Owners) of such request provide to the Borough Council the information requested whereupon the Borough Council shall confirm receipt of a valid Viability Assessment in writing (and such date shall be deemed the Validation Date) PROVIDED THAT
- 3.4.1 the Validation Date shall be deemed to have occurred within 5 (five) Working Days of the date the Owners provide the Borough Council's Assessor with the last of such further information as reasonably requested; and

- 3.4.2 the Borough Council's Assessor may only make a single request for further information (which single request may include requests for multiple items or information) and provided that the information requested has been both adequate and supplied in full with no omission by the Owners no subsequent request for further information may be made before the Validation Date shall be confirmed to have occurred (pursuant to a written notification by the Borough Council that it has received a valid Viability Assessment or the Validation Date shall be deemed to have occurred) and such single request from the Borough Council's Assessor must be received by the Owners within fifteen Working Days of receipt by the Borough Council's Assessor of a Viability Assessment otherwise it shall be deemed that the Validation Date shall have occurred; and
- 3.4.3 in the event the Owners dispute the reasonableness of any part of a request for further information received from the Borough Council's Assessor it shall so advise the Borough Council and Borough Council's Assessor in writing and if the Owners and the Borough Council's Assessor cannot agree on whether such part of the request is reasonable and will be provided by the Owners then either party may refer the dispute to an Expert together with a request for the Expert to review the Viability Assessment and written statement referred to in paragraph 3.1 of this Part 2 in order to determine if an Early Viability Surplus or a Surplus has arisen and if the Surplus set out in the written statement is correctly calculated and where a Deferred Affordable Housing Scheme has been submitted that the application of the Surplus in the Deferred Affordable Housing Scheme is reasonable such that the Surplus has been fully applied.
- 3.5 The Owners acknowledge that during the course of negotiations pursuant to paragraph 4 of Part 2 of this Schedule 2 the Borough Council's Assessor shall be entitled to seek such further information as either deemed relevant or reasonable to settle the Viability Review and/or the Deferred Affordable Housing Scheme and/or the Deferred Contributions with which the Owners shall comply as outlined in paragraph 3.6 below using all Reasonable Endeavours.
- 3.6 In the event the Borough Council's Assessor determines additional information is necessary to issue their final report to the Borough Council, then the Owners and/or the Borough Council (as applicable depending on which party has access or control to such relevant information) shall promptly submit such additional information to the Borough Council's Assessor and in any case within ten Working Days (or such longer period as may be agreed in writing between the Borough Council and the Owners) of such request.
- 4. Viability Review**
- 4.1 The Borough Council will notify the Owners in writing that the Council's Assessor has completed a Viability Review and provide a copy of the relevant report of the Council's Assessor to the Owners.
- 4.2 The Owners will pay to the Borough Council the costs of the Borough Council's Assessor which are reasonably and properly incurred on a Viability Review within 10 (ten) Working Days of receipt of the Borough Council's notification pursuant to paragraph 4.1 of this Part 2 of this Schedule of no more than £10,000 (ten thousand pounds) excluding VAT for each Viability Assessment received by the Borough Council AND FOR THE AVOIDANCE OF DOUBT where more than one Viability Assessment is submitted to the Borough Council's Assessor in accordance with any of the triggers in paragraph 1 of this Part 2 the Borough Council may recover up to £10,000 (ten thousand pounds) in relation to the Viability Review of each and every one of the submitted Viability Assessments PROVIDED THAT request for provision of additional information in accordance with paragraph 3.6 or where such additional

information necessitates the Viability Assessment previously submitted to the Borough Council being rerun and submitted shall not trigger the ability to recover any additional sum up to £10,000 (ten thousand pounds).

- 4.3 For a period not exceeding 50 (fifty) Working Days commencing on the Validation Date (unless otherwise agreed between the parties) the Borough Council (or the Borough Council's Assessor) and the Owners will use Reasonable Endeavours to agree:

- 4.3.1 the Viability Assessment; and
- 4.3.2 the Viability Review; and
- 4.3.3 any Deferred Affordable Housing Scheme; and
- 4.3.4 any Deferred Contributions.

- 4.4 In the event the Borough Council and the Owners are unable to agree within 50 Working Days of the Validation Date whether:

- 4.4.1 an Early Viability Surplus or a Surplus has arisen;
- 4.4.2 the Early Viability Surplus or Surplus set out in the written statement submitted pursuant to paragraph 3.1 of this Part 2 is correctly calculated; or
- 4.4.3 where a Deferred Affordable Housing Scheme has been submitted that the application of the Surplus in the Deferred Affordable Housing Scheme is reasonable; and/or
- 4.4.4 where Deferred Contributions are offered that the amounts are agreed

then either party may refer the matter to dispute resolution (to be determined by the appropriate Expert) pursuant to clause 15.

5. **Calculation and Application of Surplus**

- 5.1 100% (one hundred per cent) of any agreed or determined Early Viability Surplus OR 50% (fifty per cent) of any agreed or determined Surplus (together referred to as the Borough Councils' Surplus) shall be applied in accordance with the following breakdown:

- 5.1.1 50% (fifty) of the Borough Councils' Surplus shall be applied to:
 - 5.1.1.1 Deferred Affordable Housing Units and/or Deferred Contributions; and/or
 - 5.1.1.2 Deferred Contributions; and/or
 - 5.1.1.3 the proportional recovery, applicable to the Development, of any HIF Funding applied by the Borough Council in respect of the HIF Funded Infrastructure Works, (where permitted under the terms of the GDA), for the delivery of housing and related infrastructure within its administrative area.

- 5.1.2 the remaining 50% (fifty) of the Borough Councils' Surplus may be applied to the Deferred Waste Contribution and/or the Deferred Swimming Contribution and/or a Deferred Affordable Housing Contribution.

PROVIDED THAT it is hereby acknowledged and agreed that (save for any element of a Surplus which is applied to Deferred Affordable Housing Units) in relation to the application of the Borough Councils' Surplus in accordance with paragraphs 5.1.1 and 5.1.1.2 of this Part 2 of Schedule 2, any monies shall first be applied to the Deferred Waste Contribution, only following full payment of which, such monies may be applied to the Deferred Swimming Contribution and/or a Deferred Affordable Housing Contribution.

- 5.2 Any Surplus agreed or determined as part of a Viability Review of an Early Viability Assessment shall be 100% (one hundred per cent) recoverable by the Borough Council for application towards Deferred Affordable Housing Units and/or Deferred Contributions.
- 5.3 In the event that any Surplus or Early Viability Surplus is a negative figure (i.e. a deficit) then, (in respect of the relevant Viability Review and the Relevant Balance to which it relates only), no Deferred Affordable Housing Units or Deferred Contributions shall be required and the provisions of the remainder of the paragraphs in this Part 2 of this Schedule shall not apply AND FOR THE AVOIDANCE OF DOUBT where an Early Viability Surplus is a negative figure it shall not negate any obligations in respect of Viability Assessment 1 and/or Viability Assessment 2 where the Surplus is a positive figure and for which the remaining paragraphs of this Part 2 of Schedule 2 shall continue to have effect AND any Surplus which is a negative figure in respect of Viability Assessment 1 shall not negate the obligations in respect of Viability Assessment 2 for which the remaining paragraphs of this Part 2 of Schedule 2 shall continue to have effect should the Surplus for Viability Assessment 2 be a positive figure.

6. On Site Deferred Affordable Housing Units

- 6.1 The Owners covenant to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Expert) as part of Viability Assessment 1 and/or Viability Assessment 2 in accordance with the relevant agreed or determined Deferred Affordable Housing Scheme, and FOR THE AVOIDANCE OF DOUBT the obligations and covenants on the part of the Owners in relation to Affordable Housing Units in paragraphs 4, 5, 7, 8, 10, 11 and 12 of Part 1 of this Schedule 2 shall be applicable to the provision of the Deferred Affordable Housing Units and the provisions of paragraphs 1, 2, 3, 6 and 9 shall not apply to any Affordable Housing Units provided as part of the Deferred Affordable Housing Unit.
- 6.2 The Owners covenant to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Expert) as part of an Early Viability Assessment in accordance with the agreed or determined Deferred Affordable Housing Scheme; and FOR THE AVOIDANCE OF DOUBT the obligations and covenants on the part of the Owners in relation to Affordable Housing Units in paragraphs 4, 5, 7, 8, 10, 11 and 12 of Part 1 of this Schedule 2 shall be applicable to the provision of the Deferred Affordable Housing Units and the provisions of paragraphs 1, 2, 3, 6 and 9 shall not apply to any Affordable Housing Units provided as part of the Deferred Affordable Housing Unit.

7. **Deferred Contributions**

7.1 Subject to paragraph 7.2 below the Owners hereby covenant to pay to the Borough Council the value of any Deferred Contributions agreed or determined pursuant to this Part 2 of Schedule 2 as follows in relation to each individual Viability Review:

7.1.1 25% (twenty five per cent) of the value of any Deferred Contributions within 20 (twenty) Working Days of such agreement or determination.

7.1.2 25% (twenty five per cent) of the value of any Deferred Contributions:

7.1.2.1 in relation to any Viability Review undertaken pursuant to paragraph 1.1 of this Part 2 prior to Occupation of the 300th (three hundredth) Residential Unit and not to Occupy more than 299 (two hundred and ninety nine) Residential Units until such payment has been made;

7.1.2.2 in relation to the Viability Review undertaken pursuant to paragraph 1.2 of this Part 2 prior to the Occupation of the 501st (five hundred and first) Residential Unit and not to Occupy more than 500 (five hundred) Residential Units until such payment has been made;

7.1.2.3 subject to the proviso at the end of paragraph 7.1.4, in relation to the Viability Review undertaken pursuant to paragraph 1.6 of this Part 2 prior to the Occupation of the 800th (eight hundredth) Residential Unit and not to Occupy more than 799 (seven hundred and ninety nine) Residential Units until such payment has been made.

7.1.3 25% (twenty five per cent) of the value of any Deferred Contributions:

7.1.3.1 in relation to any Viability Review undertaken pursuant to paragraph 1.1 of this Part 2 prior to Occupation of the 600th (six hundredth) Residential Unit and not to Occupy more than 599 (five hundred and ninety nine) Residential Units until such payment has been made;

7.1.3.2 in relation to the Viability Review undertaken pursuant to paragraph 1.2 of this Part 2 prior to the Occupation of the 575th (five hundred and seventy fifth) Residential Unit and not to Occupy more than 574 (five hundred and seventy four) Residential Units until such payment has been made;

7.1.3.3 in relation to the Viability Review undertaken pursuant to paragraph 1.6 of this Part 2 prior to the Occupation of the 900th (nine hundredth) Residential Unit and not to Occupy more than 899 (eight hundred and ninety nine) Residential Units until such payment has been made.

7.1.4 25% (twenty five per cent) of the value of any Deferred Contributions:

7.1.4.1 in relation to any Viability Review undertaken pursuant to paragraph 1.1 of this Part 2 prior to Occupation of the 900th (nine hundredth) Residential Unit and not to Occupy more than 899 (eight hundred and ninety ninth) Residential Units until such payment has been made;

- 7.1.4.2 in relation to the Viability Review undertaken pursuant to paragraph 1.2 of this Part 2 prior to the Occupation of the 650th (six hundred and fiftieth) Residential Unit and not to Occupy more than 649 (six hundred and forty nine) Residential Units until such payment has been made;
- 7.1.4.3 in relation to the Viability Review undertaken pursuant to paragraph 1.6 of this Part 2 prior to the Occupation of the 1000th (one thousandth) Residential Unit and not to Occupy more than 999 (nine hundred and ninety nine) Residential Units until such payment has been made.

PROVIDED THAT in relation to the obligation to pay in accordance with paragraph 7.1.2.3 of this Part 2, if at the date the payment becomes due the Surplus and any Deferred Contributions have not been agreed or determined, then the payment shall instead be made on the earlier of either 20 (twenty) Working Days after the date any such Surplus and Deferred Contributions have been agreed or determined, or prior to Occupation of the 850th (eight hundred and fiftieth) Residential Unit and the Owners shall not Occupy more than 849 (eight hundred and forty nine) Residential Units until such payment has been made.

7.2 If the amount of any Deferred Contributions agreed or determined as part of a Viability Review undertaken in accordance with this Deed is £100,000 (one hundred thousand pounds) or less the Owners shall pay such Deferred Contributions in a single instalment in accordance with the following provisions:

- 7.2.1 in relation to any Deferred Contributions payable pursuant to a Viability Assessment submitted in accordance with paragraph 1.1 of this Part 2 of Schedule 2 (and any subsequent Viability Review) by Occupation of the 500th (five hundredth) Residential Unit and the Owners shall not Occupy more than 500 (five hundred) Residential Units until such payment has been made;
- 7.2.2 in relation to any Deferred Contributions payable pursuant to a Viability Assessment submitted in accordance with paragraph 1.2 of this Part 2 of Schedule 2 (and any subsequent Viability Review) by Occupation of the 550th (five hundred and fiftieth) Residential Unit and the Owners shall not Occupy more than 549 (five hundred and forty nine) Residential Units until such payment has been made; and
- 7.2.3 in relation to any Deferred Contributions payable pursuant to a Viability Assessment submitted in accordance with paragraph 1.6 of this Part 2 of Schedule 2 (and any subsequent Viability Review) by Occupation of the 850th (eight hundred and fiftieth) Residential Unit and the Owners shall not Occupy more than 849 (eight hundred and forty nine) Residential Units until such payment has been made.

SCHEDULE 3: EDUCATION

Part 1: Primary School Site

The Owners covenant with the County Council as follows:

1. Prior to the Occupation of the 50th (fiftieth) Residential Unit
 - 1.1 to identify the proposed Primary School Site and to submit details of the proposed Primary School Site and details of the proposed location of highway access (or accesses) to the Primary School Site and the services and proposed location of such services, to the County Council for approval in writing; and
 - 1.2 to pay the Primary School Design Fee to the County Council.
2. Not to Occupy or permit or allow Occupation of more than 49 (forty nine) Residential Units unless and until the Owner has complied with paragraph 1 of this Part 1 of this Schedule 3 and the County Council has received the Primary School Design Fee and has approved in writing:
 - 2.1 the details of the Primary School Site (hereafter "**the Approved Primary School Site**");
 - 2.2 the details of the location of highway access (or accesses) to the Primary School Site (hereafter "**the Approved Highway Accesses**"); and
 - 2.3 the details of services and location of such services including gas, electricity, water, foul drainage, surface water drainage and ducting for telecommunications (hereafter "**the Approved Services**");

PROVIDED THAT if any details submitted pursuant to this paragraph 1.1 of this Part 1 of this Schedule 3 have not been approved or rejected by the County Council within 30 (thirty) Working Days of submission then they shall be deemed to have been approved;
3. To use the Approved Primary School Site for the provision of the Primary School and Early Years Setting and not to use or permit or allow the use of the Approved Primary School Site for any purpose other than the provision of the Primary School and Early Years Setting save that the Approved Primary School Site may be used for temporary construction facilities relating to the Development PROVIDED THAT if the Approved Primary School Site is used for temporary construction facilities relating to the Development the Owners shall clean up and make good the Approved Primary School Site, including but not limited to any compaction of the Approved Primary School Site as a result of its use for temporary construction facilities, prior to transferring the Approved Primary School Site to the County Council in accordance with this Deed;
4. Immediately prior to the transfer of the Approved Primary School Site in accordance with paragraph 6 of this Part 1 of Schedule 3, the Owners shall ensure:
 - 4.1 the Approved Primary School Site is financially unencumbered and in relation to other encumbrances that no encumbrances exist other than those on the title at the date of this Deed or those necessary for the use and servicing of the Development on the remainder of the Site or otherwise which the County Council shall have first (acting reasonably) approved in writing;

- 4.2 the Approved Primary School Site is free from contamination (including invasive species) which would prevent the use of the Approved Primary School Site as a primary school with or without early years' provision and ancillary facilities;
- 4.3 all necessary archaeological surveys and ecological mitigation shall have been completed on the Approved Primary School Site; and
- 4.4 the Approved Primary School Site is free of any services and/or service media in, on or under the Approved Primary School Site save for the Approved Services required to be provided in accordance with paragraph 8 or 9 of this Part 1 of Schedule 3;
5. Prior to the Occupation of the 180th (one hundred and eightieth) Residential Unit to deliver a duly executed Primary School Site Transfer for the Approved Primary School Site in the same condition as set out at paragraph 4 of this Part 1 of Schedule 3 and on the terms set out at paragraph 6 of this Part 1 of Schedule 3 to the County Council in exchange for consideration not exceeding in total the sum of one pound sterling (£1) PROVIDED THAT if the details submitted pursuant to paragraph 11 of this Part 1 of this Schedule 3 have not been approved within 30 (thirty) Working Days of submission the date for transfer shall instead be delayed to a date to be agreed between the parties to enable at least 9 (nine) months between approval or deemed approval of the details and the date for transfer of the Approved Primary School Site;
6. The Primary School Site Transfer shall include the following terms:
 - 6.1.1 the Approved Primary School Site shall be transferred with full title guarantee free from financial encumbrances and in relation to other encumbrances that no encumbrances exist other than those on the title at the date of this Deed or those necessary for the use and servicing of the Development on the remainder of the Site or otherwise which the County Council shall have first (acting reasonably) approved in writing and transferred for the sum of one pound (£1.00);
 - 6.1.2 the County Council's reasonable costs in respect of the Primary School Site Transfer shall be borne by the Owners;
 - 6.1.3 reserve all necessary rights of access (pedestrian and vehicular) drainage and services (subject to the grant of satisfactory planning permission and provision of mains services by statutory undertakers and or utility companies) across the Primary School Site;
 - 6.1.4 rights of access for the Owners to enable compliance with the obligations in paragraph 9 of this Schedule 3 in the event that the County Council serves a Primary School Anticipated Commencement Notice pursuant to paragraph 14.7 of Schedule 15.
7. Not to Occupy or permit or allow Occupation of more than 179 (one hundred and seventy nine) Residential Units unless and until the Primary School Site Transfer has been duly executed and delivered to the County Council;

8. In the event that the County Council notifies the Owners pursuant to paragraph 14.6 of Schedule 15, then the Owners shall prior to the date of transfer of the Primary School Site lay out, construct and complete, at their own expense, and at no cost to the County Council
 - 8.1.1 the Approved Highway Accesses to the Primary School Site to base course level to the reasonable satisfaction of the County Council (and at least to adoptable standard); and
 - 8.1.2 the Approved Services to be provided to the Primary School Site within one (1) metre inside the Primary School Site boundary;
9. In the event that the County Council serves the Primary School Anticipated Commencement Notice pursuant to paragraph 14.7 of Schedule 15 the Owners shall no later than 9 (nine) months after the date of receipt of service of the Primary School Anticipated Commencement Notice lay out, construct and complete, at their own expense, and at no cost to the County Council:
 - 9.1.1 the Approved Highway Accesses to the Primary School Site to base course level to the reasonable satisfaction of the County Council (and at least to adoptable standard); and
 - 9.1.2 the Approved Services to be provided to the Primary School Site within one (1) metre inside the Primary School Site boundary;
10. To make the road connecting the Primary School Site to Henley Road up to Part 2 Certificate adoptable standard prior to the Primary School being opened to pupils unless otherwise agreed in writing by the County Council.

Part 2: Primary Education Contribution

1. To pay the first instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) to the County Council prior to the first Occupation of the 300th (three hundredth) Residential Unit;
2. Not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units unless and until the first instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) has been paid to the County Council;
3. To pay the second instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) to the County Council prior to the first Occupation of the 500th (five hundredth) Residential Unit;
4. Not to Occupy or permit or allow Occupation of more than 499 (four hundred and ninety nine) Residential Units unless and until the second instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) has been paid to the County Council;
5. To pay the third instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) to the County Council prior to the first Occupation of the 700th (seven hundredth) Residential Unit;

6. Not to Occupy or permit or allow Occupation of more than 699 (six hundred and ninety nine) Residential Units unless and until the third instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) has been paid to the County Council;
7. To pay the fourth instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) to the County Council prior to the first Occupation of the 900th (nine hundredth) Residential Unit;
8. Not to Occupy or permit or allow Occupation of more than 899 (eight hundred and ninety nine) Residential Units unless and until the fourth instalment of the Primary Education Contribution in the sum of £1,149,702.25 (one million one hundred and forty nine thousand seven hundred and two pounds and twenty five pence) has been paid to the County Council;

Part 3: Early Years Contribution

1. To pay the first instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) to the County Council prior to the first Occupation of the 300th (three hundredth) Residential Unit;
2. Not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units unless and until the first instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) has been paid to the County Council;
3. To pay the second instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) to the County Council prior to the first Occupation of the 500th (five hundredth) Residential Unit;
4. Not to Occupy or permit or allow Occupation of more than 499 (four hundred and ninety nine) Residential Units unless and until the second instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) has been paid to the County Council;
5. To pay the third instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) to the County Council prior to the first Occupation of the 700th (seven hundredth) Residential Unit;
6. Not to Occupy or permit or allow Occupation of more than 699 (six hundred and ninety nine) Residential Units unless and until the third instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) has been paid to the County Council;
7. To pay the fourth instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) to the County Council prior to the first Occupation of the 900th (nine hundredth) Residential Unit;
8. Not to Occupy or permit or allow Occupation of more than 899 (eight hundred and ninety nine) Residential Units unless and until the fourth instalment of the Early Years Contribution in the sum of £191,342.50 (one hundred and ninety one thousand three hundred and forty two pounds and fifty pence) has been paid to the County Council;

Part 4: Secondary Education Contribution

1. To pay to the County Council the Secondary School Design Fee prior to the Occupation of the 50th (fiftieth) Residential Unit;
2. Not to Occupy or permit or allow Occupation of more than 49 (forty nine) Residential Units unless and until the Secondary School Design Fee has been paid in full to the County Council;
3. To pay to the County Council the first instalment of the Secondary Education Contribution in the sum of £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) to the County Council prior to the first Occupation of the 400th (four hundredth) Residential Unit;
4. Not to Occupy or permit or allow Occupation of more than 399 (three hundred and ninety nine) Residential Units unless and until the first instalment of the Secondary Education Contribution in the sum of £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) has been paid to the County Council;
5. To pay the second instalment of the Secondary Education Contribution in the sum of £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) to the County Council prior to the first Occupation of the 600th (six hundredth) Residential Unit;
6. Not to Occupy or permit or allow Occupation of more than 599 (five hundred and ninety nine) Residential Units unless and until the second instalment of the Secondary Education Contribution in the sum of £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) has been paid to the County Council;
7. To pay the third instalment of the Secondary Education Contribution in the sum £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) to the County Council prior to the first Occupation of the 800th (eight hundredth) Residential Unit;
8. Not to Occupy or permit or allow Occupation of more than 799 (seven hundred and ninety nine) Residential Units unless and until the third instalment of the Secondary Education Contribution in the sum of £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) has been paid to the County Council;
9. To pay the fourth instalment of the Secondary Education Contribution in the sum of £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) to the County Council prior to the first Occupation of the 1000th (one thousandth) Residential Unit;
10. Not to Occupy or permit or allow Occupation of more than 999 (nine hundred and ninety nine) Residential Units unless and until the fourth instalment of the Secondary Education Contribution in the sum of £929,813.75 (nine hundred and twenty nine thousand and eight hundred and thirteen pounds and seventy five pence) has been paid to the County Council.

Part 5: Sixth Form Education Contribution

1. To pay the first instalment of the Sixth Form Education Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) to the County Council prior to the first Occupation of the 400th (four hundredth) Residential Unit;
2. Not to Occupy or permit or allow Occupation of more than 399 (three hundred and ninety nine) Residential Units unless and until the first instalment of the Sixth Form Education Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) has been paid to the County Council;
3. To pay the second instalment of the Sixth Form Education Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) to the County Council prior to the first Occupation of the 600th (sixth hundred) Residential Unit;
4. Not to Occupy or permit or allow Occupation of more than 599 (five hundred and ninety nine) Residential Units unless and until the second instalment of the Sixth Form Education Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) has been paid to the County Council;
5. To pay the third instalment of the Sixth Form Education Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) to the County Council prior to the first Occupation of the 800th (eight hundredth) Residential Unit;
6. Not to Occupy or permit or allow Occupation of more than 799 (seven hundred and ninety nine) Residential Units unless and until the third instalment of the Sixth Form Education Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) has been paid to the County Council;
7. To pay the fourth instalment of the Sixth Form Education Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) to the County Council prior to the first Occupation of the 1000th (one thousandth) Residential Unit;
8. Not to Occupy or permit or allow Occupation of more than 999 (nine hundred and ninety nine) Residential Units unless and until the fourth instalment of the Sixth Form Contribution in the sum of £218,977.00 (two hundred and eighteen thousand nine hundred and seventy seven pounds) has been paid to the County Council.

SCHEDULE 4: HIGHWAYS AND TRANSPORT

Part 1: Covenants with the County Council

The Owners covenant with the County Council as follows:

1. **Vehicular Railway Bridge**

- 1.1 to submit to the County Council for its written approval (in consultation with the Borough Council) the detailed specification, design and project plan (which shall include the programme for the implementation of the Vehicular Railway Bridge and the Vehicular Railway Bridge Highway Link and shall accord with the details approved pursuant to condition 42 of the Planning Permission) and an update on the progress of securing the Necessary Consents (Vehicular Railway Bridge) for the Vehicular Railway Bridge and the Vehicular Railway Bridge Highway Link prior to the first Occupation of the 300th (three hundredth) Residential Unit (or such later date as the Owners and the County Council (in consultation with the Borough Council) may agree in writing) AND FOR THE AVOIDANCE OF DOUBT the detailed design, specification and project plan may be varied at any time provided the same has been agreed in writing between the Owners, the County Council and the Borough Council;
- 1.2 not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units (or such later date as the Owners and the County Council in consultation with the Borough Council may agree in writing) until the detailed specification design and project plan for the Vehicular Railway Bridge and the Vehicular Railway Bridge Highway Link has been submitted for approval as required by paragraph 1.1 of this Schedule 4 and has been approved in writing in accordance with paragraph 11.1 of Schedule 15 (hereafter the "Approved Vehicular Details");
- 1.3 to use Reasonable Endeavours to obtain the Necessary Consents (Vehicular Railway Bridge) and to provide evidence of such Reasonable Endeavours to the County Council's and Borough Council's reasonable satisfaction;
- 1.4 to construct and Practically Complete to an adoptable standard the Vehicular Railway Bridge Highway Link in accordance with the Approved Vehicular Details to the County Council's reasonable satisfaction;
- 1.5 not to Occupy or permit or allow Occupation of more than 699 (six hundred and ninety-nine) Residential Units (or such later date as the Owners and the Borough Council and County Council may agree in writing) unless and until the Vehicular Railway Bridge Highway Link has been constructed and is Practically Complete to an adoptable standard in accordance with the Approved Vehicular Details;
- 1.6 subject to a Section 38 Agreement having been entered into for the Vehicular Railway Bridge and (if required by the County Council) the Vehicular Railway Bridge Highway Link to:
 - 1.6.1 dedicate the land within the Site that has been used for the Vehicular Railway Bridge and that part of the Vehicular Railway Bridge which is within the Owners' ownership and (if required by the County Council) the Vehicular Railway Bridge Highway Link to the County Council for the County Council to maintain the Vehicular Railway Bridge (and if required the Vehicular Railway Bridge Highway Link) as public highway such dedication to occur.

- 1.6.1.1 within 3 (three) months of Practical Completion of the Vehicular Railway Bridge; or
- 1.6.1.2 where the County Council requires the Vehicular Railway Bridge Highway Link to be adopted, and if by the date that is 3 (three) months after Practical Completion of the Vehicular Railway Bridge the Vehicular Railway Bridge Highway Link is not also able to be dedicated for adoption as a public highway then the dedication of the Vehicular Railway Bridge shall be delayed until such time as the Vehicular Railway Bridge Highway Link is able to be dedicated for adoption as a public highway; and
- 1.6.2 make arrangements to pay the Vehicular Railway Bridge Commuted Sum to the County Council such sum to be paid on dedication of the Vehicular Railway Bridge;
- 1.7 to maintain and repair, at no cost to the County Council:
 - 1.7.1 the Vehicular Railway Bridge until the date of adoption by the County Council of the Vehicular Railway Bridge; and
 - 1.7.2 the Vehicular Railway Bridge Highway Link:
 - 1.7.2.1 until adoption by the County Council of the Vehicular Railway Bridge Highway Link; or
 - 1.7.2.2 until the Vehicular Railway Bridge Highway Link becomes part of the estate road network within the Site following which the wider maintenance arrangements will apply to the Vehicular Railway Bridge Highway Link or the highway which replaces it; or
 - 1.7.2.3 in perpetuity if the Vehicular Railway Bridge Highway Link is not adopted by the County Council and is used by the public for the lifetime of the Development.
- 1.8 to allow public access on foot, bicycle and motorised vehicles (each as where appropriate) for the life of the Development (until adoption by the County Council) on the Vehicular Railway Bridge and the Vehicular Railway Bridge Highway Link PROVIDED THAT where 14 (fourteen) days written notice is provided to the County Council in advance (save in the case of an emergency or potential breach of health and safety) there may be closure and/or prevention of public use or access to the Vehicular Railway Bridge and/or the Vehicular Railway Bridge Highway Link:
 - 1.8.1 for the maintenance, repair, renewal, cleaning or other required works to the Vehicular Railway Bridge or the Vehicular Railway Bridge Highway Link;
 - 1.8.2 for the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or buildings or any services or service media serving such building or buildings now or hereafter on the land adjoining the Vehicular Railway Bridge or the Vehicular Railway Bridge Highway Link or any part thereof (including the erection of scaffolding);
 - 1.8.3 in cases of emergency or danger to the public;

- 1.8.4 in the interests of security;
- 1.8.5 for any other sufficient cause approved by the County Council;
- 1.8.6 for the maintenance, repair, renewal, cleaning or other required works to the Development abutting Vehicular Railway Bridge or the Vehicular Railway Bridge Highway Link (including structural or non-structural works and/or alterations).
- 1.9 to serve notice on the County Council, the Borough Council and the Southern Land Owner not less than 6 (six) months prior to the estimated Practical Completion date of the Vehicular Railway Bridge.
- 2 Pedestrian and Cycle Railway Bridge**
- 2.1 to submit to the County Council for its written approval (in consultation with the Borough Council) the detailed specification, design and project plan (which shall include the programme for the implementation of the Pedestrian and Cycle Railway Bridge and the Pedestrian and Cycle Railway Bridge Highway Link and an update on progress of securing the Necessary Consents (Pedestrian & Cycle Railway Bridge) for the Pedestrian and Cycle Railway Bridge and the Pedestrian and Cycle Railway Bridge Highway Link prior to the first Occupation of the 300th (three hundredth) Residential Unit (or such later date as the Owners and the County Council (in consultation with the Borough Council) may agree in writing) AND FOR THE AVOIDANCE OF DOUBT the detailed design, specification and project plan may be varied at any time provided the same has been agreed in writing between the Owners and the County Council and the Borough Council;
- 2.2 not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units (or such later date as the Owners and the County Council in consultation with the Borough Council may agree in writing) until the detailed specification, design and project plan for the Pedestrian and Cycle Railway Bridge and the Pedestrian and Cycle Railway Bridge Highway Link has been submitted to the County Council for its written approval as required by paragraph 2.1 of this Schedule 4 and has been approved in writing by the County Council in accordance with paragraph 19.3 of Schedule 15 (hereafter the "Approved Pedestrian and Cycle Details");
- 2.3 to use Reasonable Endeavours to obtain the Necessary Consents (Pedestrian and Cycle Railway Bridge) and provide evidence of such Reasonable Endeavours to the County Council to the County Council's and the Borough Council's reasonable satisfaction;
- 2.4 to construct and Practically Complete to an adoptable standard the Pedestrian and Cycle Railway Bridge and (if required by the County Council), the Pedestrian and Cycle Railway Bridge Highway Link in accordance with the Approved Pedestrian and Cycle Details to the County Council's reasonable satisfaction prior to the Occupation of the 700th (seven hundredth) Residential Unit;
- 2.5 not to Occupy or permit or allow Occupation of more than 699 (six hundred and ninety-nine) Residential Units on the Site unless and until the Pedestrian and Cycle Railway Bridge and (if required by the County Council) the Pedestrian and Cycle Railway Bridge Highway Link has been constructed and is Practically Complete to an adoptable standard in accordance with the Approved Pedestrian and Cycle Details;
- 2.6 In the event that the Pedestrian and Cycle Railway Bridge has not been Practically Completed to an adoptable standard prior to Occupation of the 500th Residential Unit on the Site, not to

Occupy or permit Occupation of more than 500 (five hundred) Residential Units on the Site unless the Temporary Diversion Route has been provided in accordance with the Temporary Diversion Strategy (as defined below in paragraph 4 of this Schedule 4) PROVIDED THAT FOR THE AVOIDANCE OF DOUBT if the Temporary Diversion Strategy has been implemented and FP18 is subsequently reinstated pursuant to paragraph 4.5 the County Council and the Borough Council acknowledge and agree that the Owner shall not be in breach of this paragraph 2.6 if up to 699 Residential Units are Occupied when the Temporary Diversion Route is in place and FP18 is reinstated.

- 2.7 subject to a Section 38 Agreement having been entered into for the Pedestrian and Cycle Railway Bridge and (if required by the County Council) the Pedestrian and Cycle Railway Bridge Highway Link to:
- 2.7.1 dedicate the land within the Site that has been used for the Pedestrian and Cycle Railway Bridge and that part of the Pedestrian and Cycle Railway Bridge which is within the Owners' ownership and (if required by the County Council) the Pedestrian and Cycle Railway Bridge Highway Link to the County Council for the County Council to maintain the Pedestrian and Cycle Railway Bridge (and if required the Pedestrian and Cycle Railway Bridge Highway Link) as public highway; such dedication to occur;
 - 2.7.1.1 within 3 (three) months of Practical Completion of the Pedestrian and Cycle Railway Bridge; or
 - 2.7.1.2 where the County Council requires the Pedestrian and Cycle Railway Bridge Highway Link to be adopted and if by the date that is 3 (three) months after Practical Completion of the Pedestrian and Cycle Railway Bridge the Pedestrian and Cycle Railway Bridge Highway Link is not also able to be dedicated for adoption as a public highway then the dedication of the Pedestrian and Cycle Railway Bridge shall be delayed until such time as the Pedestrian and Cycle Railway Bridge Highway link is able to be dedicated for adoption as public highway; and
 - 2.7.2 make arrangements to pay the Pedestrian and Cycle Railway Bridge Commuted Sum to the County Council such sum to be paid on dedication of the Pedestrian and Cycle Railway Bridge;
- 2.8 to maintain and repair, at no cost to the County Council
- 2.8.1 the Pedestrian and Cycle Railway Bridge until the date of adoption by the County Council of the Pedestrian and Cycle Railway Bridge;
 - 2.8.2 (if required by the County Council) the Pedestrian and Cycle Railway Bridge Highway Link;
 - 2.8.2.1 until adoption by the County Council of the Pedestrian and Cycle Railway Bridge Highway Link; or
 - 2.8.2.2 until the Pedestrian and Cycle Railway Bridge Highway Link becomes part of the estate road network within the Site following which the wider maintenance arrangements will apply to the Pedestrian and Cycle Railway Bridge Highway Link or the highway which replaces it; or

- 2.8.2.3 in perpetuity if the Pedestrian and Cycle Railway Bridge Highway Link is not adopted by the County Council and is used by the public for the lifetime of the Development.
- 2.9 to use the Pedestrian and Cycle Railway Bridge Maintenance Payment received pursuant to paragraph 19.4 of Schedule 15 for the maintenance of the Pedestrian and Cycle Railway Bridge until such time that it is adopted by the County Council.
- 2.10 to allow public access on foot, bicycle and motorised vehicles (each as where appropriate) for the life of the Development (until adoption by the County Council) on the Pedestrian and Cycle Railway Bridge PROVIDED THAT where 14 days written notice is provided to the County Council in advance (save in the case of an emergency or potential breach of health and safety) there may be closure and/or prevention of public use or access to the Pedestrian and Cycle Railway Bridge:
- 2.10.1 for the maintenance, repair, renewal, cleaning or other required works to the Pedestrian and Cycle Railway Bridge;
- 2.10.2 for the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or buildings or any services or service media serving such building or buildings now or hereafter on the land adjoining the Pedestrian and Cycle Railway Bridge or any part thereof (including the erection of scaffolding);
- 2.10.3 in cases of emergency or danger to the public;
- 2.10.4 in the interests of security;
- 2.10.5 for any other sufficient cause approved by the County Council; and
- 2.10.6 for the maintenance, repair, renewal, cleaning or other required works to the Development abutting Pedestrian and Cycle Railway Bridge (including structural or non-structural works and/or alterations).
- 2.11
- 2.11.1 subject to paragraph 2.11.2 when calculating the Pedestrian and Cycle Railway Bridge Commuted Sum to be paid pursuant to paragraph 2.7.2:
- 2.11.1.1 the County Council shall notify the Owners of the number of years' maintenance required which shall be a maximum of 120 (one hundred and twenty) years (the "Standard Maintenance Years") but the Standard Maintenance Years shall be reduced by the number of years that the Owners have maintained the Pedestrian and Cycle Railway Bridge which shall be calculated from the date of Practical Completion of the said bridge to its adoption by the County Council;
- 2.11.1.2 the County Council shall take account of the sum of HIF or any public funding from whatever source that has been secured, made available or committed towards the maintenance costs of the Pedestrian and Cycle Railway Bridge and the Pedestrian and Cycle Railway Bridge Commuted Sum calculated in accordance with paragraph 2.11.1.1 shall be taken to be discharged by the sum of public funding secured, made available or committed; and.

2.11.1.3 in the event that HIF is insufficient to cover the full amount of the Pedestrian and Cycle Railway Bridge Commuted Sum figure calculated in accordance with paragraphs 2.11.1.1 and 2.11.1.2 then the balance of the Pedestrian and Cycle Railway Bridge Commuted Sum that is not otherwise paid for by HIF will be borne by both the Owners and the Southern Land Owners and the provisions of paragraphs 1, 2 and 4.1 of Part 1 of Schedule 4, paragraph 1 of Part 2 of Schedule 4 and paragraph 12.1.4 of Schedule 14 shall apply in relation to the calculation of the P&C Overspend and the Southern Land Overspend Contribution

2.11.2 If the Pedestrian and Cycle Railway Bridge Maintenance Payment has not been secured:

2.11.2.1 the Standard Maintenance Years will be used;

2.11.2.2 the steps at 2.11.1.2 and 2.11.1.3 shall be applied; and

2.11.2.3 the Pedestrian and Cycle Railway Bridge Owners Commuted Sum will be reduced by the difference between (1) the Pedestrian and Cycle Railway Bridge Commuted Sum resulting from the application of paragraphs 2.11.2.1 and 2.11.2.2 and (2) the Pedestrian and Cycle Railway Commuted Sum resulting from the application of paragraph 2.11.1

PROVIDED THAT FOR THE AVOIDANCE OF DOUBT the application of this paragraph 2.11 of Schedule 4 shall not affect the obligation on the Owners to pay 100% (one hundred per cent) of the Pedestrian and Cycle Railway Bridge Commuted Sum subject only to the actual value of any Southern Land Overspend Contribution being repaid to the Owners following agreement or determination of the P&C Shortfall, the Vehicular Surplus and the P&C Overspend pursuant to paragraph 2 of Part 2 of this Schedule 4 in the event that HIF is insufficient to cover the full cost of the Pedestrian and Cycle Railway Bridge including the Pedestrian and Cycle Railway Bridge Commuted Sum.

3. The Pedestrian and Cycle Railway Bridge

3.1 to set aside (and safeguard), for a period of 15 (fifteen) years from the date of Planning Permission being granted for the Development the Pedestrian and Cycle Railway Bridge Land; and

3.2 in the event that the Southern Land Owner has/have constructed (in aggregate) 400 (four hundred) residential units pursuant to a planning permission granted pursuant to a Southern Land Application and the Owners have not Substantially Commenced the construction of the Pedestrian and Cycle Railway Bridge, the Owners shall within 30 (thirty) Working Days of receipt of the written request of the Borough Council and/or County Council:

3.2.1 confirm the number of Residential Units constructed and Occupied on the Site; and

3.2.2 covenant not to Occupy any more than 50 (fifty) additional Residential Units from the date of such confirmation pursuant to paragraph 3.2.1 unless and until they have first granted all necessary rights of access over the Pedestrian and Cycle Railway Bridge Land to the Southern Land Owners to construct and

maintain the Pedestrian and Cycle Railway Bridge and further shall not levy any charge on the Southern Land Owners for the rights of access referred to in this clause.

4. Temporary Diversion Strategy

- 4.1 Within three (3) months of the date that either the Owner or the Southern Land Owner provides written notice to the other that either (acting reasonably) wishes to implement the Temporary Diversion Framework the party that serves notice shall submit to the County Council and Borough Council for approval a detailed temporary diversion strategy such details to be in accordance with the principles of the Temporary Diversion Framework and for the purposes of this paragraph 4 the document once approved shall be referred to as the "Temporary Diversion Strategy";
- 4.2 Following approval of the Temporary Diversion Strategy by the County Council and the Borough Council the party which served notice pursuant to paragraph 4.1 shall at its own expense apply for any necessary consents (whether required by statute or otherwise) to close temporarily FP18 between the points marked X1 and X2 on the Temporary Diversion Strategy Drawing, and until such time as the approved Temporary Diversion Strategy has been implemented and the Temporary Diversion Route is completed and open to members of the public, the Owner shall not Occupy more than 499 (four hundred and ninety nine) Residential Units;
- 4.3 If within 3 (three) months of the date that any necessary consents (whether required by statute or otherwise) to close temporarily existing footpath FP18 (as set out in paragraph 4.2 above) are granted the Southern Land Owner has not undertaken the works identified in paragraphs 4.3.1 to 4.3.6 inclusive (as set out below) then the Owners shall undertake the works identified in paragraphs 4.3.1 to 4.3.6 inclusive (as set out below):
- 4.3.1 Provide such signage and information boards marked indicatively in the locations shown on the Temporary Diversion Strategy Drawing or as many be set out in the necessary consents on the Northern Pedestrian Temporary Footpath Land and the Southern Land Owner's Land; and
- 4.3.2 erect barriers (the specification of which shall be agreed in writing with the County Council) at the points identified on Temporary Diversion Strategy Drawing as X1 and X2 (or such other location as may be agreed in writing with the County Council or set out in the necessary consents) in order that existing footpath FP18 is temporarily closed and the public are prevented from using and are redirected away from the Westfield FPS Crossing so that they use the Temporary Diversion Route and give to the Southern Land Owner, the County Council and the Borough Council notice of the same;
- 4.3.3 construct that part of the new footpath link shown indicatively on the Temporary Diversion Strategy Drawing as pink dashed lines so as to join unto the existing track which is shown on the Temporary Diversion Strategy Drawing as blue dashed lines (together referred to as the "New Proposed Footpath Link") on the Northern Pedestrian Temporary Footpath Land in accordance with the specification shown on the Temporary Diversion Strategy Drawing or otherwise in accordance with any necessary consents;
- 4.3.4 carry out any and all necessary improvement and/or upgrade works to the New Proposed Footpath Link so that it is clear, safe and suitable for use by all those living and/or working within the Development and general public use;

- 4.3.5 for the duration the Temporary Diversion Route (pursuant to the approved Temporary Diversion Strategy) and the New Proposed Footpath Link are in place, to carry out regular and necessary maintenance works to the New Proposed Footpath Link that is within the Site to ensure its uninterrupted use by those living and/or working within the Development and general public use; and
- 4.3.6 in the event that the approved Temporary Diversion Strategy requires the construction of the Alternative Diversion Route then to construct the Alternative Diversion Route in accordance with the specification shown on the Temporary Diversion Strategy Drawing or otherwise in accordance with any necessary consents and to ensure that the Alternative Diversion Route is clear, safe and suitable for use by all those living and/or working within the Development and general public use;
- 4.4 Following service of a notice in clause 4.1 and service of a subsequent notice of not less than 3 (three) Working Days upon the Owner, the Owner shall allow the Southern Land Owner access to the Northern Pedestrian Temporary Footpath Land in order that the Southern Land Owner may carry out the works set out in paragraphs 4.3.1 to 4.3.6 inclusive (as set out above)
- 4.5 In the event that
- 4.5.1 the Owner implements the Temporary Diversion Strategy pursuant to para 4.3 of this Schedule 4; and
- 4.5.2 the Pedestrian and Cycle Railway Bridge has not been Practically Completed; and
- 4.5.3 FP18 has not been reinstated by the Southern Land Owner between the points marked X1 and X2 on the Temporary Diversion Strategy Drawing to the County Council's and Borough Council's reasonable satisfaction within a period of 5 (five) years from the date that FP18 is closed between the points marked X1 and X2 pursuant to paragraph 4.3.2

the Owner shall undertake the works set out at paragraph 4.5.3.

- 4.6 The Parties to this Deed hereby acknowledge and agree that the costs of the Temporary Diversion Strategy (including but not limited to the costs of designing, constructing, implementing, procuring and/or maintaining the Temporary Diversion Strategy) shall not be included as a Cost in any Visibility Assessment submitted in accordance with Part 2 of Schedule 2 to this Deed.

5. Traffic Management Contribution

- 5.1 to pay the Traffic Management Contribution to the County Council prior to the Occupation of the 300th (three hundredth) Residential Unit;
- 5.2 not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units until the Traffic Management Contribution has been paid in full to the County Council.

6. Off Site Sustainable Transport Contribution

- 6.1 to pay the first instalment of the Off Site Sustainable Transport Contribution in the sum of £91,692.67 (ninety one thousand six hundred and ninety two pounds and sixty seven pence) to the County Council prior to the first Occupation of the 1st (first) Residential Unit;
- 6.2 not to Occupy or permit or allow Occupation of any Residential Unit unless and until the first instalment of the Off Site Sustainable Transport Contribution in the sum of £91,692.67 (ninety one thousand six hundred and ninety two pounds and sixty seven pence) has been paid to the County Council;
- 6.3 to pay the second instalment of the Off Site Sustainable Transport Contribution in the sum of £91,692.67 (ninety one thousand six hundred and ninety two pounds and sixty seven pence) to the County Council prior to the first Occupation of the 300th (three hundredth) Residential Unit;
- 6.4 not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units unless and until the second instalment of the Off Site Sustainable Transport Contribution in the sum of £91,692.67 (ninety one thousand six hundred and ninety two pounds and sixty seven pence) has been paid to the County Council;
- 6.5 to pay the third instalment of the Off Site Sustainable Transport Contribution in the sum of £91,692.67 (ninety one thousand six hundred and ninety two pounds and sixty seven pence) to the County Council prior to the first Occupation of the 600th (six hundredth) Residential Unit;
- 6.6 not to Occupy or permit or allow Occupation of more than 599 (five hundred and ninety-nine) Residential Units unless and until the third instalment of the Off Site Sustainable Transport Contribution in the sum of £91,692.67 (ninety one thousand six hundred and ninety two pounds and sixty seven pence) has been paid to the County Council.

7. Bus Service Contribution

- 7.1 to pay the first instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) prior to Occupation of the 150th (one hundred and fiftieth) Residential Unit;
- 7.2 not to Occupy or permit or allow Occupation of more than 149 (one hundred and forty nine) Residential Units unless and until the first instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) has been paid to the County Council;
- 7.3 to pay the second instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) prior to Occupation of the 300th (three hundredth) Residential Unit;
- 7.4 not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units unless and until the second instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) has been paid to the County Council;
- 7.5 to pay the third instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) prior to Occupation of the 600th (six hundredth) Residential Unit;

- 7.6 not to Occupy or permit or allow Occupation of more than 599 (five hundred and ninety nine) Residential Units unless and until the third instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) has been paid to the County Council;
- 7.7 to pay the fourth instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) prior to Occupation of the 900th (nine hundredth) Residential Unit;
- 7.8 not to Occupy or permit or allow Occupation of more than 899 (eight hundred and ninety nine) Residential Units unless and until the fourth instalment of the Bus Service Contribution in the sum of £151,250 (one hundred and fifty one thousand two hundred and fifty pounds) has been paid to the County Council;
- 8. Bus Stop Improvements Contribution**
- 8.1 to pay the Bus Stop Improvements Contribution to the County Council prior to the first Occupation of the fiftieth (50th) Residential Unit.
- 8.2 not to Occupy or permit or allow Occupation of more than 49 (forty nine) Residential Units unless and until the Bus Stop Improvements Contribution has been paid in full to the County Council.
- 9. Public Rights of Way Contribution**
- 9.1 to pay the first instalment of the Public Rights of Way Contribution in the sum of £61,597 (sixty one thousand five hundred and ninety seven pounds) to the County Council prior to the first Occupation of the first (1st) Residential Unit.
- 9.2 not to Occupy or permit or allow Occupation of any Residential Unit unless and until the first instalment of the Public Rights of Way Contribution in the sum of £61,597 (sixty one thousand five hundred and ninety seven pounds) has been paid to the County Council.
- 9.3 to pay the second instalment of the Public Rights of Way Contribution in the sum of £61,597 (sixty one thousand five hundred and ninety seven pounds) to the County Council prior to the first Occupation of the 300th (three hundredth) Residential Unit.
- 9.4 not to Occupy or permit or allow Occupation of more than 299 (two hundred and ninety nine) Residential Units unless and until the second instalment of the Public Rights of Way Contribution in the sum of £61,597 (sixty one thousand five hundred and ninety seven pounds) has been paid to the County Council.
- 10. Westerfield Station Improvements Contribution**
- 10.1 to pay the Westerfield Station Improvements Contribution to the County Council prior to the first Occupation of the first (1st) Residential Unit;
- 10.2 not to Occupy or permit or allow Occupation of any Residential Unit unless and until the Westerfield Station Improvements Contribution has been paid in full to the County Council.
- 10.3 The Owners agree that the County Council may transfer the Westerfield Station Improvements Contribution to a third party to be expended for the Purpose set out in this Deed.

11. Travel Plans Evaluation and Support Contribution

- 11.1 to pay the first instalment of the Travel Plans Evaluation and Support Contribution of £1,000 (one thousand pounds) prior to the first Occupation of the 100th (one hundredth) Residential Unit.
- 11.2 not to Occupy or allow or permit Occupation of more than 99 (ninety nine) Residential Units unless and until the first instalment of the Travel Plans Evaluation and Support Contribution of £1,000 (one thousand pounds) has been paid to the County Council.
- 11.3 to pay further instalments of the Travel Plans Evaluation and Support Contribution of £1,000 (one thousand pounds) annually on the anniversary of the date of first Occupation of the 100th (one hundredth) Residential Unit until the anniversary of the date of the Occupation of the final Residential Unit to be Occupied SAVE THAT notwithstanding the provisions in this paragraph 11.3 no more than £12,000 (twelve thousand pounds) shall be paid by the Owners by way of instalments of the Travel Plans Evaluation and Support Contribution.

12. Travel Plans Implementation Bond

- 12.1 to enter into the Travel Plans Implementation Bond and provide a copy of the Travel Plans Implementation Bond to the County Council prior to the Commencement of Development.
- 12.2 not to Commence or permit or allow the Commencement of Development until the Owners have entered into the Travel Plans Implementation Bond and have provided a copy of the Travel Plans Implementation Bond to the County Council.
- 12.3 in the event that the Owners fail to comply with and implement the measures and/or actions required by a Travel Plan Remedial Measures Notice and the County Council calls upon any part of the Travel Plans Implementation Bond as is reasonably required to secure the implementation, or carrying out or delivery of the measures set out in the Travel Plan Remedial Measures Notice, to replenish the Travel Plans Implementation Bond up to the sum of £46,825 (forty six thousand, eight hundred and twenty five pounds) or enter into a new bond in the sum of £46,825 (forty six thousand, eight hundred and twenty five pounds) and to provide evidence to the County Council that the Travel Plans Implementation Bond has been replenished or that a new Travel Plans Implementation Bond has been entered into.
- 12.4 if the cost to the County Council in securing the implementation, or carrying out or delivery of the measures set out in the Travel Plan Remedial Measures Notice exceeds the value of the Travel Plans Implementation Bond, to pay the difference between the Travel Plans Implementation Bond sum called upon and the total amount expended by the County Council within 20 (twenty) Working Days of receiving a written demand for the difference from the County Council and for the avoidance of doubt nothing in this paragraph 12.4 shall affect the requirement in paragraph 12.3 to replenish or enter into a new Travel Plan Implementation Bond in the sum of £46,825 (forty six thousand, eight hundred and twenty five pounds) in the event the County Council calls on any part of the Travel Plans Implementation Bond.
- 12.5 to retain the Travel Plans Implementation Bond until the Travel Plans Implementation Bond Expiry Date whereupon it shall be discharged in full.

13. Travel Plans

to implement in full the Interim Travel Plan from Occupation of the first Residential Unit until the Full Travel Plan has been approved in writing by the County Council pursuant to paragraph 15.2 of this Schedule 4.

14. **Resident Travel Packs**
 - 14.1 to submit a draft Resident Travel Pack to the County Council for written approval by the County Council no less than 3 (three) months prior to the Occupation of the first (1st) Residential Unit.
 - 14.2 not to Occupy or permit or allow Occupation of any Residential Unit until the draft Resident Travel Pack has been submitted to, and approved in writing by (or otherwise deemed to be approved pursuant to paragraph 3.1 of Schedule 15), the County Council.
 - 14.3 to provide a Resident Travel Pack as approved in writing by the County Council pursuant to paragraph 14.2 of this Schedule 4 to each Residential Unit within 1 (one) month of the first Occupation of the relevant Residential Unit.
15. **Full Travel Plan**
 - 15.1 to submit the Full Travel Plan to the County Council for written approval by the County Council prior to the first Occupation of the 100th (one hundredth) Residential Unit;
 - 15.2 not to Occupy or permit or allow Occupation of more than 99 (ninety nine) Residential Units until the Full Travel Plan has been submitted to, and approved in writing by (or otherwise deemed to be approved pursuant to paragraph 4.1 of Schedule 15), the County Council;
 - 15.3 to implement the Full Travel Plan as approved by the County Council pursuant to paragraph 15.2 of this Schedule 4 from the first Occupation of the 100th (one hundredth) for the remaining lifetime of the Development.
16. **Travel Plan Monitoring Report and Travel Plan Coordinator**
 - 16.1 to submit to the County Council on an annual basis on the anniversary of the first Occupation of the 100th (one hundredth) Residential Unit the Travel Plan Monitoring Report and shall continue to do so until one (1) year has passed following Occupation of the final Residential Unit;
 - 16.2 to appoint the Travel Plan Coordinator, such person to be first approved in writing by the County Council, not less than 3 (three) months prior to the first Occupation of the first (1st) Residential Unit.
17. **Travel Plan Notice**
 - 17.1 to comply with and implement the measures and/or actions specified in a Travel Plan Notice served by the County Council on the Owners within 20 (twenty) Working Days¹ of the date of service of the Travel Plan Notice;
 - 17.2 if, after 20 (twenty) Working Days from the date of service of a Travel Plan Notice, the Owners have failed in the reasonable opinion of the County Council to comply with the requirements of the Travel Plan Notice, the County Council may serve a Travel Plan Remedial Measures Notice without further recourse to the Owners.
18. **Travel Plan Remedial Measures Notice**
 - 18.1 to comply with and implement the measures and/or actions in the Travel Plan Remedial Measures Notice served by the County Council on the Owners within the timescales identified within the Travel Plan Remedial Measures Notice;

18.2 if the Owners have failed in the reasonable opinion of the County Council to comply with the measures and/or actions specified in a Travel Plan Remedial Measures Notice within the timescales specified therein the County Council may itself take the steps required by the Travel Plan Remedial Measures Notice and may call upon the Travel Plans Implementation Bond without further recourse to the Owners.

19. **Smarter Choices Measures**

19.1 to implement the Smarter Choices Measures from the date of first Occupation of the 500th (five hundredth) Residential Unit until the Smarter Choices Measures have been delivered or Occupation of the last Residential Unit whichever occurs first.

19.2 within 2 (two) months of the completion of delivery of the Smarter Choices Measures across the Smarter Choices Area or Occupation of the last Residential Unit whichever occurs first, to submit to the County Council the Smarter Choices Report.

Part 2: Covenants with the Borough Council

HIF Funding

The Second Owner and the Borough Council covenant with one another as follows:

1. within 20 (twenty) Working Days (or later if the Second Owner considers that there are additional Development Costs that have yet to be incurred at that date in relation to either bridge) following adoption by the County Council of the Vehicular Railway Bridge and the Pedestrian and Cycle Railway Bridge the Second Owner shall submit the Final Account to the Borough Council and will specify in such Final Account the extent of any P&C Shortfall and/or Vehicular Surplus and any P&C Overspend;
2. the Borough Council shall within 20 (twenty) Working Days of receipt of the Final Account pursuant to paragraph 1 above confirm in writing to the Second Owner if it agrees with the Final Account and the extent of any P&C Shortfall and/or Vehicular Surplus and any P&C Overspend specified in such Final Account and in the absence of such agreement being notified to the Second Owner by the Borough Council or the Borough Council refusing to agree within the said 20 (twenty) Working Days then the determination of whether the Final Account and extent of any P&C Shortfall and/or Vehicular Surplus and P&C Overspend specified in such Final Account is agreed may be referred to determination pursuant to clause 15 by either the Second Owner or the Borough Council;
3. where HIF is not made available (in part or in full) by Homes England and the Second Owner elects to continue to construct the Pedestrian and Cycle Railway Bridge then:
 - 3.1 within 20 (twenty) Working Days (or later if the Second Owner considers that there are additional Development Costs that have yet to be incurred at that date in relation to the bridge) following adoption by the County Council of the Pedestrian and Cycle Railway Bridge the Second Owner shall submit the Final Withdrawal Account to the Borough Council and will specify in such Final Withdrawal Account the P&C Withdrawal Costs; and
 - 3.2 the Borough Council shall within 20 (twenty) Working Days of receipt of the Final Withdrawal Account pursuant to paragraph 3.1 above confirm in writing to the Second Owner if it agrees with the Final Withdrawal Account and the P&C Withdrawal Costs specified in any Final Withdrawal Account and in the absence of such agreement being notified to the Second Owner by the Borough Council or the Borough Council refusing to agree within the said 20 (twenty) Working Days then the determination of whether the Final Withdrawal Account and the P&C Withdrawal Costs specified in such Final Withdrawal Account is agreed may be referred to determination pursuant to clause 15 by either the Second Owner or the Borough Council
4. in accordance with paragraphs 1 or 2 of Part 2 of this Schedule the Second Owner shall also provide a copy of the Final Account or Final Withdrawal Account to the Southern Land Owner who may make written representations to the Second Owner and the Borough Council within 10 (ten) Working Days of receipt of the Final Account or the Final Withdrawal Account and to the extent that such representations are made it shall be at the sole discretion of the Second Owner and/or the Borough Council to decide whether to take such representations into account;
5. the Borough Council covenants with the Second Owner to use Reasonable Endeavours to secure a Southern Land Obligation which includes the following obligations:

- 5.1 to serve written notice on the Southern Land Owners of:
- 5.1.1 any Southern Land Overspend Contribution within 10 (ten) Working Days of agreement of any P&C Overspend pursuant to paragraph 2 (or determination pursuant to clause 15) such notice demanding payment of the Southern Land Overspend Contribution within 10 (ten) Working Days of the demand;
 - 5.1.2 any Southern Land Repayment Contribution within 1 (one) Working Day of the date that any IIF is demanded by Homes England for any reason pursuant to the Grant Determination Agreement such notice demanding payment of the Southern Land Repayment Contribution within 2 (two) Working Days of receipt of the demand;
 - 5.1.3 any Southern Land Withdrawal Payment within 10 (ten) Working Days of agreement of the P&C Withdrawal Costs pursuant to paragraph 3 (or determination pursuant to clause 15) such notice demanding payment of the Southern Land Withdrawal Payment within 10 (ten) Working Days of receipt of the demand; and
6. if having used Reasonable Endeavours the Borough Council has secured a Southern Land Obligation including the obligations set out in paragraph 5 of this Part 2 of Schedule 2, then the Borough Council will pay the Second Owner as applicable the Southern Land Overspend Contribution or the Southern Land Withdrawal Payment within 10 (ten) Working Days of receipt of cleared funds from the Southern Land Owner of any Southern Land Overspend Contribution or the Southern Land Withdrawal Payment;
7. subject always to paragraphs 6.1, 6.2.2 to 6.2.5 and 6.5 of the Back to Back Agreement, the Second Owner hereby acknowledges and agrees that any reference to the Southern Land P&C Repayment Contribution in this Deed (and/or any definitions associated with it) shall not affect its liability under Clause 6.2.1 of the Back to Back Agreement to forward fund any IIF repayment the forward funding obligation shall be carried out in accordance with Clause 6.2.1 of the Back to Back Agreement.
8. the Owners hereby acknowledge and agree that any monies received by them in accordance with the Borough Council's obligations in respect of any Southern Land Obligation shall be factored into and assessed as part of any Viability Assessment submitted and assessed in accordance with Part 2 of Schedule 2 to this Deed.

SCHEDULE 5: OPEN SPACE

The Owners covenant and agree with the Borough Council:

- j. that the Open Space may be temporarily closed to the public or individual members of the public (as appropriate) (unless in an emergency) if and to the extent that occasional temporary closure (not exceeding one day's length at any time in any calendar year) is necessary to assert rights of proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law PROVIDED ALWAYS THAT this temporary closure wording in paragraph 1 of this Schedule 5 shall not apply if any of the following applies in which case the closure may be permitted to be for such period of time that is reasonable in the circumstances:
 - 1.1 works of maintenance, repair, cleaning, renewal or resurfacing need to be carried out;
 - 1.2 there is a risk to public health and safety;
 - 1.3 closure is necessary because of the lawful requirements of the police or any other competent authority; or
 - 1.4 the Borough Council and the Owners agree that temporary closure is appropriate for some other proper reason.

PROVIDED ALWAYS THAT such temporary closure of the Open Space (or the relevant part as applicable) shall be for the minimum period reasonably necessary and the Open Space shall be re-opened as soon as reasonably practicable thereafter
2. to maintain the Open Space in accordance with the approved Open Space Maintenance and Management Scheme in Perpetuity or until such time as the freehold of the Open Space:
 - 2.1 is transferred to the Management Company (in accordance with the Open Space Transfer) who shall thereafter become responsible and liable for the management and maintenance of the Open Space in accordance with the approved Open Space Maintenance and Management Scheme in Perpetuity; and
 - 2.2 a sum of money has been paid to the Management Company to fund the responsibilities within the Open Space Maintenance and Management Scheme during the period up until the point in time that funds received from future owners of the Residential Units are sufficient to fully fund such management and maintenance such sum having been previously approved by the Borough Council.
3. not to dispose of the Open Space within any Phase other than to a Management Company in accordance with the terms of this Schedule and Schedule 8.

SCHEDULE 6: COUNTRY PARK

Part 1: Covenants with the Borough Council

The Owners covenant with the Borough Council as follows:

1. Prior to
 - 1.1 Commencement of Development on any part of the Country Park to which the Country Park Phase 1 Works relate to (a) obtain Country Park RM Approval for the Country Park Phase 1 Works and (b) submit and gain the written approval of the Borough Council of the Country Park Programme in relation to the Country Park Phase 1 Works; and
 - 1.2 Commencement of Development on any part of the Country Park to which the Country Park Phase 2 Works relate to (a) obtain Country Park RM Approval for the Country Park Phase 2 Works and (b) submit and gain the written approval of the Borough Council of the Country Park Programme in relation to the Country Park Phase 2 Works; and
 - 1.3 Commencement of Development on any part of the Country Park to which the Country Park Phase 3 Works relate to (a) obtain Country Park RM Approval for the Country Park Phase 3 Works and (b) submit and gain the written approval of the Borough Council of the Country Park Programme in relation to the Country Park Phase 3 Works; and
 - 1.4 Commencement of Development on any part of the Country Park to which the Country Park Phase 4 Works relate to (a) obtain Country Park RM Approval for the Country Park Phase 4 Works and (b) submit and gain the written approval of the Borough Council of the Country Park Programme in relation to the Country Park Phase 4 Works; and
 - 1.5 Commencement of Development on any part of the Country Park to which the Country Park Phase 5 Works relate to (a) obtain Country Park RM Approval for the Country Park Phase 5 Works and (b) submit and gain the written approval of the Borough Council of the Country Park Programme in relation to the Country Park Phase 5 Works; and
 - 1.6 Commencement of Development on any part of the Country Park to which the Country Park Phase 6 Works relate to (a) obtain Country Park RM Approval for the Country Park Phase 6 Works and (b) submit and gain the written approval of the Borough Council of the Country Park Programme in relation to the Country Park Phase 6 Works; and
 - 1.7 Commencement of Development on any part of the Country Park to which the Country Park Phase 7 Works relate to (a) obtain Country Park RM Approval for the Country Park Phase 7 Works (b) submit and gain the written approval of the Borough Council of the Community Space Framework and (c) gain the written approval of the Borough Council of the Country Park Programme in relation to the Country Park Phase 7 Works; and
2. Subject to paragraphs 9 and 10 of this Schedule to carry out the Phase 1 Country Park Phase Works in accordance with the Country Park RM Approval and Country Park Programme approved in accordance with paragraph 1.1 of this Schedule 6 and not to Occupy any Phase of the Development until the Phase 1 Country Park Phase Works have been so completed and a Country Park Completion Certificate in their respect has been issued.
3. Subject to paragraphs 9 and 10 of this Schedule to carry out the Phase 2 Country Park Phase Works in accordance with the Country Park RM Approval and Country Park Programme approved in accordance with paragraph 1.2 of this Schedule 6 and not to Occupy more than

- 50 (fifty) Residential Units until the Phase 2 Country Park Phase Works have been so completed and a Country Park Completion Certificate in their respect has been issued.
4. Subject to paragraphs 9 and 10 of this Schedule to carry out the Phase 3 Country Park Phase Works in accordance with the Country Park RM Approval and Country Park Programme approved in accordance with paragraph 1.3 of this Schedule 6 and not to Occupy more than 200 (two hundred) Residential Units until the Phase 3 Country Park Phase Works have been so completed and a Country Park Completion Certificate in their respect has been issued.
 5. Subject to paragraphs 9 and 10 of this Schedule to carry out the Phase 4 Country Park Phase Works in accordance with the Country Park RM Approval and Country Park Programme approved in accordance with paragraph 1.4 of this Schedule 6 and not to Occupy more than 400 (four hundred) Residential Units until the Phase 4 Country Park Phase Works have been so completed and a Country Park Completion Certificate in their respect has been issued.
 6. Subject to paragraphs 9 and 10 of this Schedule to carry out the Phase 5 Country Park Phase Works in accordance with the Country Park RM Approval and Country Park Programme approved in accordance with paragraph 1.5 of this Schedule 6 and not to Occupy more than 600 (six hundred) Residential Units until the Phase 5 Country Park Phase Works have been so completed and a Country Park Completion Certificate in their respect has been issued.
 7. Subject to paragraphs 9 and 10 of this Schedule to carry out the Phase 6 Country Park Phase Works in accordance with the Country Park RM Approval and Country Park Programme approved in accordance with paragraph 1.6 of this Schedule and not to Occupy more than 800 (eight hundred) Residential Units until the Phase 6 Country Park Phase Works have been so completed and a Country Park Completion Certificate in their respect has been issued.
 8. Subject to paragraphs 9 and 10 of this Schedule to carry out the Phase 7 Country Park Phase Works in accordance with the Country Park RM Approval and Country Park Programme approved in accordance with paragraph 1.7 of this Schedule and not to Occupy more than 1000 (one thousand) Residential Units until the Phase 7 Country Park Phase Works have been so completed and a Country Park Completion Certificate in their respect has been issued.
 9. The Parties to this Deed hereby agree, acknowledge and covenant that the Owners' obligations within paragraphs 2 to 8 of this Schedule (inclusive) shall not require the Owners to expend any more than the Country Park Costs PROVIDED THAT in calculating the extent to which the Country Park Costs have been expended the Owners shall:
 - 9.1.1 only be allowed to apportion a maximum of the £330,000 (three hundred and thirty thousand pounds) of those costs to compliance with the Owners' maintenance obligations in accordance with paragraphs 14 and 15 of this Schedule; and
 - 9.1.2 any such calculation shall exclude any costs, liabilities and expenses associated with:
 - 9.1.2.1 the design, construction and/or installation of the Country Park SuDS; save that for the avoidance of doubt the cost of design and installation of landscaping and planting of the Country Park SuDS shall be included within any such calculation of expenditure of Country Park Costs; and

- 9.1.2.2 any remediation identified prior to issue of a Country Park Completion or Final Certificate and any SuDS Remediation Costs; and

PROVIDED THAT the Borough Council will work together with the Owners' in determining any Reserved Matters Applications and schemes, standards or specifications relating to the Country Park including the Visitor Centre to ensure that the Country Park Phase Works including the maintenance obligations in accordance with paragraphs 14 and 15 of this Schedule can be delivered without exceeding the Country Park Costs PROVIDED FURTHER THAT nothing in this paragraph shall fetter the statutory rights, powers and duties of the Borough Council as a local planning authority and/or any other rights, discretions, functions, powers, duties and obligations of the Borough Council in the exercise of its functions as a local authority as the case may be.

10. If at any point prior to the completion of the Country Park Phase Works the Owners notify the Borough Council that any remaining part of those works will exceed the Country Park Costs, the Owners shall as part of any such notification supply sufficient financial information to the Borough Council to evidence any anticipated exceedance; and any further information subsequently requested by the Borough Council, (acting reasonably), to allow the Borough Council to assess if the Country Park Costs have been applied in accordance with the provisions of this Deed. If the Owners and the Borough Council are unable to agree that the Country Park Costs have been/are likely to be exceeded in accordance with the relevant provisions of this Deed, the matter shall be referred for determination in accordance with Clause 15 of this Deed PROVIDED THAT as set out in paragraph 9 the Owners shall not be required to undertake works to construct and complete the Country Park Phase Works including the maintenance obligations in accordance with paragraphs 14 and 15 of this Schedule that exceed the Country Park Costs where such expenditure has been agreed or determined as having been applied in accordance with the provisions of this Deed PROVIDED FURTHER THAT the Occupation restrictions within paragraphs 2 to 8 (inclusive) of this Schedule 6 shall continue to apply until the relevant Country Park Phase Works have been completed notwithstanding anything contained in this paragraph 10 and preceding paragraph 9.
11. save where provided for in paragraph 12 below, upon completion of each of the Country Park Phase Works to ensure that the relevant part of the Country Park shall remain available for public use and enjoyment 24 hours a day in Perpetuity and the public shall be permitted continuous unrestricted access to pass and re pass free of charge on foot and where appropriate pedal cycle.
12. The Country Park (or part thereof) may be temporarily closed to the public or individual members of the public (as appropriate) (unless in an emergency) if and to the extent that occasional temporary closure (not exceeding one day's length at any time in any calendar year) is necessary to assert rights of proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law PROVIDED ALWAYS THAT paragraph 11 and this paragraph 12 of this Schedule 6 shall not apply if the following applies in which case the closure may be permitted to be for such period of time that is reasonable in the circumstances:
- 12.1.1 works of maintenance, repair, cleaning, renewal or resurfacing need to be carried out;
- 12.1.2 there is a risk to public health and safety;

- 12.1.3 closure is necessary because of the lawful requirements of the police or any other competent authority; or
- 12.1.4 the Borough Council and the Owners agree that temporary closure is appropriate for some other proper reason,

PROVIDED ALWAYS THAT such temporary closure of the Country Park (or the relevant part as applicable) shall be for the minimum period reasonably necessary and the Country Park shall be re-opened as soon as reasonably practicable thereafter.

- 13. Immediately prior to or upon completion of each Country Park Phase Works (using Reasonable Endeavours to provide the Borough Council with as much prior notice as practical that such notification is expected) which shall for the purposes of this paragraph 13, paragraph 14 and paragraph 15 (only) be taken to include the Country Park SuDS:

- 13.1.1 to serve written notice on the Borough Council inviting it to inspect the relevant Country Park Phase Works and issue a Country Park Completion Certificate;

- 13.1.2 if the Borough Council inspects a Country Park Phase Works and identifies necessary remedial works (being for the purposes of paragraphs 13 and 14 where any part of the Country Park Phase Works have not been laid out or completed in accordance with the details of the works approved in the Country Park RM Approval and in accordance with any relevant conditions on the Planning Permission) and excluding any snagging items (being works that have been completed but that are not considered to be of the required standard expected of the approved details), to complete such remedial works to the reasonable satisfaction of the Borough Council within 3 (three) months or such longer period as may be agreed by the Borough Council in writing (not to be unreasonably withheld or delayed) as may be relevant to the circumstances of the remedial works to be addressed; and

- 13.1.3 upon completion of any remedial works, to serve notice on the Borough Council inviting it to inspect the remedial works identified by them pursuant to paragraph 13.1.2 and issue a Country Park Completion Certificate

PROVIDED THAT if the Borough Council fails to inspect a Country Park Phase Works within 15 Working Days of receipt of the invitation or fails to issue a Country Park Completion Certificate within 10 Working Days of the inspection where no remedial works have been identified then the obligations within this paragraph 13 shall be deemed to have been met PROVIDED FURTHER THAT where a Country Park Completion Certificate identifies any snagging items then the Owners shall undertake all necessary works to address those items to the Borough Council's reasonable satisfaction within 3 (three) months of issue of any Country Park Completion Certificate which identifies snagging items or such longer period as may be agreed by the Borough Council in writing (not to be unreasonably withheld or delayed) as may be relevant to the circumstances of the works to be addressed.

- 14. to maintain each of the Country Park Phase Works for the Country Park Maintenance Period in accordance with the Country Park Management and Maintenance Strategy to the reasonable satisfaction of the Borough Council and on expiration each relevant Country Park Maintenance Period:

- 14.1.1 to serve written notice on the Borough Council inviting it to inspect the relevant Country Park Phase Works and issue a Country Park Final Certificate;

- 14.1.2 If the Borough Council chooses to inspect a Country Park Phase Works and identifies necessary remedial works, to complete such remedial works to the reasonable satisfaction of the Borough Council within 3 (three) months of those works being identified by the Borough Council and notified to the Owners or such longer period as may be agreed by the Borough Council in writing (not to be unreasonably withheld or delayed) as may be relevant to the circumstances of the remedial works to be addressed; and
- 14.1.3 upon completion of any remedial works, to serve notice on the Borough Council inviting it to inspect the remedial works identified by them pursuant to paragraph 14.1.2 above and issue a Country Park Final Certificate

PROVIDED THAT if the Borough Council fails to inspect a Country Park Phase Works within 15 Working Days' of receipt of the invitation or fails to issue a Country Park Final Certificate within 10 Working Days' of the inspection where no remedial works have been identified then the obligations within this paragraph 14 shall be deemed to have been met PROVIDED THAT where any Country Park Phase Works that are the subject of a Country Park Completion Certificate are located within a Country Park Area within which any future Country Park Phase Works (for the avoidance of doubt this shall not be taken to include land art and/or soil mounding works nor any potential future works pursuant to any approved Remediation Strategy) are to be undertaken then the Owner shall continue to maintain those Country Parks Phase Works until such time as all Country Park Phase Works that relate to that particular part of a Country Park Area have been completed such that a Country Park Final Certificate can be applied for pursuant to this paragraph 14 for all of the Country Park Phase Works that relate to that particular part of a Country Park Area.

15. subject to the proviso at paragraph 14 above, to maintain each Country Park Area or part thereof in accordance with the Country Park Management and Maintenance Strategy until such time as the freehold of the relevant part of the Country Park Area is transferred to the Borough Council (in accordance with the Country Park Transfer) who shall (subject to paragraph 17 below) thereafter become responsible and liable for the management and maintenance of the relevant part of the Country Park Area in accordance with the Country Park Management and Maintenance Strategy.
16. prior to any transfer of a Country Park Area to submit and gain the written approval of the Borough Council of the Country Park Transfer Plan PROVIDED THAT the Owners may seek to vary the Country Park Transfer Plan at any time prior to a relevant transfer and in doing so shall submit in writing any variations to the Borough Council for its written approval (such approval not to be unreasonably withheld or delayed).
17. prior to any transfer of any part of a Country Park Area that includes the first drainage basin that forms part of the Country Park SuDS located within SuDS Catchment Area 1:
- 17.1.1 to submit the Country Park SuDS Certificate in relation to those Country Park SuDS to the Borough Council; and
- 17.1.2 provide the Guarantee or other form of security (being a SuDS Bond or SuDS Escrow Account into which monies will be deposited) for a total of £28,405 (twenty eight thousand four hundred and five pounds) Index Linked which relates to the security given in relation to each SuDS Catchment Area as follows:
- 17.1.2.1 £10,221 (ten thousand two hundred and twenty one pounds) Index Linked for SuDS Catchment Area 1;

- 17.1.2.2 £14,095 (fourteen thousand and ninety five pounds) Index Linked for SuDS Catchment Area 2; and
- 17.1.2.3 £4,089 (four thousand and eighty nine pounds) Index Linked for SuDS Catchment Area 3.

PROVIDED THAT the above provisions of this paragraph 17 shall also be applied in relation to the transfers of any Country Park Area that includes the first drainage basin that forms part of the Country Park SuDS located within SuDS Catchment Area 2 and SuDS Catchment Area 3 AND PROVIDED FURTHER THAT in relation to the transfer of any Country Park Area that includes any other part of the Country Park SuDS not otherwise referred to above then prior to such a transfer the Owners shall submit the Country Park SuDS Certificate in relation to those Country Park SuDS to the Borough Council.

- 18. To transfer at a cost of no more than £1 (one pound) to the Borough Council the Unencumbered freehold title of each part of the Country Park (any such transfer shall be in accordance with the approved Country Park Transfer Plan) and each transfer shall be in accordance with the Country Park Transfer.

19. Country Park SuDS Survey and Remediation Strategy

- 19.1 To carry out SuDS Surveys and any necessary Remediation Strategy in accordance with the following provisions:

- 19.1.1 no earlier than Occupation of 70% (seventy per cent) of the Residential Units and no later than Occupation of 75% (seventy five percent) of the Residential Units within SuDS Catchment Area 1 to submit a SuDS Survey of the SuDS within SuDS Catchment Area 1 to the Borough Council and not to Occupy more than 75% (per cent) of the Residential Units within that catchment area until the Owners have first submitted the survey to the Borough Council; and

- 19.1.2 no earlier than Occupation of 70% (seventy per cent) of the Residential Units and no later than Occupation of 75% (seventy five percent) of the Residential Units within SuDS Catchment Area 2 to submit a SuDS Survey of the SuDS within SuDS Catchment Area 2 to the Borough Council and not to Occupy more than 75% (per cent) of the Residential Units within that catchment area until the Owners have first submitted the survey to the Borough Council; and

- 19.1.3 no earlier than Occupation of 70% (seventy per cent) of the Residential Units and no later than Occupation of 95% (ninety five percent) of the Residential Units within SuDS Catchment Area 3 to submit a SuDS Survey of the SuDS within SuDS Catchment Area 3 to the Borough Council and not to Occupy more than 95% (ninety five per cent) of the Residential Units within that catchment area until the Owners have first submitted the survey to the Borough Council;

- 19.1.4 if any SuDS Survey submitted in accordance with paragraphs 19.1.1 to 19.1.3 so requires, the Owners shall within 3 (three) months of the submission of the relevant survey to the Borough Council submit to the Borough Council a Remediation Strategy for the written approval of the Borough Council.

- 19.1.5 subject to paragraph 19.3 of this Schedule if a Remediation Strategy has been submitted and approved pursuant to paragraph 19.1.4 above:

- 19.1.5.1 that strategy shall be implemented as approved; and

19.1.5.2 a Verification Report shall have been submitted to and approved in writing by the Borough Council

within 12 (twelve) months of the written approval of the Borough Council of the relevant Remediation Strategy or such later date as may be agreed for the implementation of the strategy in the relevant approved Remediation Strategy.

19.1.6 if a Remediation Strategy has been submitted and approved pursuant to paragraph 19.1.4 above (or determined in accordance with clause 15 of this Deed) as soon as practicable following approval or determination of the Remediation Strategy (no later than 4 months from the Remediation Strategy's approval) the Owners shall:

19.1.6.1 Provide the Guarantee to the Borough Council; or

19.1.6.2 Deliver the SuDS Bond to the Borough Council; or

19.1.6.3 deposit the SuDS Remediation Costs into the SuDS Escrow Account and provide evidence to the Borough Council that this has happened

PROVIDED THAT once any of the above forms of security are provided pursuant to this paragraph 19.1.6 in relation to any SuDS Catchment Area to which the Remediation Strategy relates then the security in place pursuant to paragraph 17 shall be released as regards a quantum commensurate with that SuDS Catchment Area

19.2 The form of security for each SuDS Catchment Area shall be released within 20 (twenty) Working Days' of the Remediation Strategy having been implemented as approved and the Verification Report having been approved in writing by the Borough Council.

19.3 In the event that the works are not completed in accordance with any approved or determined Remediation Strategy the Council may execute or complete the works by its own employees or contractors and recover its reasonable and proper costs of doing so from the form of security identified at paragraph 19.1.6 PROVIDED THAT it has given 20 (twenty) Working Days' notice to the Owners of its intention to carry out the works, identified in writing the works to be completed and the likely costs of doing so.

19.4 Where a SuDS Survey has been undertaken for the relevant SuDS Catchment Area and no remediation works are required to that SuDS Catchment Area then the form of security for that SuDS Catchment Area put in place pursuant to paragraph 17 shall be released within 20 (twenty) Working Days' of the SuDS Survey having been submitted to the Borough Council pursuant to paragraphs 19.1.1, 19.1.2 and 19.1.3 as appropriate.

20. Country Park Commuted Sum

20.1 To pay the Country Park Commuted Sum in 10 (ten) equal annual instalments, the first instalment payable prior to transfer to the Borough Council of any part of the Country Park and not to transfer any part of the Country Park until the first instalment has been paid.

20.2 To pay the subsequent equal instalments of the Country Park Commuted Sum on the 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th and 10th anniversaries of the date of payment of the first instalment AND not to Occupy more than 90% (ninety percent) of the Residential Units until the Country Park Commuted Sum has been paid in full.

21. **Country Park Step-in Rights**

- 21.1 Notwithstanding the Borough Council's statutory powers under section 106 of the 1990 Act, where the Borough Council considers that the Country Park Phase Works will not be undertaken in accordance with the approved Country Park Programme (or that a lack of progress of those works risks a breach of the requirements of the Habitats Regulations) the Parties agree that the Borough Council (and its agents, officers, employees or similar) may enter onto the Site to complete the Country Park Phase Works at the Owners' cost PROVIDED THAT prior to accessing the Site or undertaking any works on the Site the Borough Council has:
- 21.1.1 provided the Owners with at least 20 (twenty) Working Days' notice detailing the relevant works it considers need to be undertaken in order to deliver the Country Park Phase Works, including full details of the specification and location of the works required (a "Works Scheme") to enable the Owners to assess the full extent and cost of the proposed works;
 - 21.1.2 as part of the Works Scheme, provided the Owners with a detailed delivery programme setting out the timescales within which the works will be carried out, completed and (if appropriate) maintained, by the Borough Council;
 - 21.1.3 as part of the Work Scheme set out details of a method statement showing how the Borough Council will undertake the works to ensure that it mitigates any damage to, disruption of access to and security of the Site; and
 - 21.1.4 the recovery of costs from the Owners shall only apply if the Borough Council has already paid Housing Infrastructure Funding to the Owners (or one of them) prior to the date of any notice served pursuant to paragraph 21.1.1.
- 21.2 Following receipt of the notice specified in paragraph 21.1.1 above, the Owners shall have 20 (twenty) Working Days within which to respond to the Borough Council's notice and shall outline any areas of disagreement and any changes it proposes to the Works Scheme.
- 21.3 The Borough Council shall have 10 (ten) Working Days within which to consider the Owners' changes proposed under paragraph 21.2 above and will thereafter provide the Owners:
- 21.3.1 with the final Works Scheme; and
 - 21.3.2 at least 10 (ten) Working Days' notice before entering onto the Site to undertake the works detailed in the final Works Scheme.
- 21.4 The Borough Council and the Owners shall use their Reasonable Endeavours to agree the Works Scheme prior to the Borough Council undertaking the works and in the event the Borough Council and the Owners are unable to agree the Works Scheme the provisions of clause 15 of this Deed shall apply and the Borough Council shall be prevented from entering onto the Site and undertaking the works detailed in and in accordance with the Works Scheme until such time that the Expert has determined the Works Scheme.

Part 2: Covenants relating to HIF Funding

The Second Owner and the Borough Council covenant with one another as follows:

HIF Funding

1. Where the CP HIF Allocation is not made available (in part or in full) from Homes England, within 20 Working Days following issue of the Country Park Final Certificate for each of the Country Park Phase Works, (or later if the Second Owner considers that there are additional Development Costs that have yet to be incurred at that date in relation to those Country Park Phase Works (and using Reasonable Endeavours to provide the Borough Council with as much prior notice as practical that such notification is expected)), the Second Owner shall submit a CP Phase Account to the Borough Council for the respective Country Park Phase Works and will specify in such CP Phase Account the CP Withdrawal Costs relating to those specific Country Park Phase Works;
2. the Borough Council shall within 20 (twenty) Working Days of receipt of any CP Phase Account pursuant to paragraph 1 above confirm in writing to the Second Owner if it agrees with the CP Phase Account and the CP Withdrawal Costs specified in any CP Phase Account and in the absence of such agreement being notified to the Second Owner by the Borough Council or the Borough Council refusing to agree within the said 20 (twenty) Working Days then the determination of whether the CP Phase Account and the CP Withdrawal Costs specified in such CP Phase Account is agreed may be referred to determination pursuant to clause 15 by either the Second Owner or the Borough Council;
3. the Borough Council covenants with the Second Owner to use Reasonable Endeavours to secure IGS Area Planning Obligations which include the following obligations:
 - 3.1 in relation to the Southern Land:
 - 3.1.1 within 10 (ten) Working Days of agreement of the CP Withdrawal Costs for each and any Country Park Phase Works agreed pursuant to paragraph 2 (or determined pursuant to clause 15) to serve written notice on the Southern Land Owner demanding payment of the IGS Area Withdrawal Payment related to the Southern Land within 10 Working Days of receipt of any notice served pursuant to this paragraph;
 - 3.1.2 to pay to the Borough Council within 20 (twenty) Working Days of any demand being made by the Borough Council for the relevant IGS Area Withdrawal Payment (or part thereof) relating to the Southern Land for the relevant Country Park Phase Works; and
 - 3.1.3 in respect of any one of the Country Park Phase Works (and following receipt of any demand issued in accordance with paragraph 3.1.1 of Part 2 of this Schedule 6), not to Occupy or dispose of any legal or equitable interest in any further dwellings (including any Affordable Housing Unit or Commercial Unit which for the purposes of this paragraph these defined terms shall be interpreted to refer to such dwellings or units forming part of the development of the Southern Land) pursuant to a Southern Land Planning Permission until the IGS Area Withdrawal Payment (or part thereof) for the relevant Country Park Phase Works for the Southern Land has been paid to the Borough Council.

if any development pursuant a Southern Land Planning Permission has not been begun for the purposes of section 56 of the 1990 Act until after the Country Park Phase 1 Works or at any

point after any of the further Country Park Phase Works are completed the Borough Council will issue a demand within 20 (twenty) Working Days of such development pursuant to a Southern Land Planning Permission being so begun for the IGS Area Withdrawal Payments associated with any previous Country Park Phase Works completed before that said development pursuant to a Southern Land Planning Permission being so begun;

3.2 in relation to any IGS Area (excluding the Southern Land which shall be governed by the provisions of paragraph 3.1 above):

3.2.1 an obligation requiring payment of IGS Area Withdrawal Payment(s) at a date(s) being after the agreement of the CP Withdrawal Costs for each and any Country Park Phase Works agreed pursuant to paragraph 2 (or determined pursuant to clause 15) such date(s) that the Borough Council considers reasonable in all the circumstances relating to the application for the relevant IGS Planning Permission for that IGS Area SAVE THAT the Borough Council shall in determining what would be a reasonable date(s) for payment seek to prioritise payment of IGS Area Withdrawal Payment(s) in recognition of the delivery of the Country Park being a requirement of Habitat Regulation Appropriate Assessments.

3.2.2 in respect of any one of the Country Park Phase Works (and following receipt of any demand issued in accordance with paragraph 3.2.1 of Part 2 of this Schedule 6), not to Occupy or dispose of any legal or equitable interest in any further dwellings (including any Affordable Housing Unit or Commercial Unit which for the purposes of this paragraph these defined terms shall be interpreted to refer to such dwellings or units forming part of the development of the relevant IGS Area) pursuant to an IGS Area Permission granted relating to the IGS Area to which the demand is levied until the IGS Area Withdrawal Payment (or part thereof) for the relevant Country Park Phase Works for that IGS Area has been paid to the Borough Council.

if any development pursuant to an IGS Area Permission has not been begun for the purposes of section 56 of the 1990 Act until after the Country Park Phase 1 Works or at any point after any of the further Country Park Phase Works are completed the Borough Council will issue a demand within 20 (twenty) Working Days of such development pursuant to an IGS Area Permission being so begun for the IGS Area Withdrawal Payments associated with any previous Country Park Phase Works completed before that said development pursuant to an IGS Area Permission being so begun;

4. If having used Reasonable Endeavours the Borough Council has secured an IGS Area Planning Obligation including the obligations set out within this paragraph 3 of this Part 2 of Schedule 6, then the Borough Council will pay the Second Owner any IGS Area Withdrawal Payment it has received (in cleared funds) within 10 (ten) Working Days of receipt of any such payment from any relevant owner of an IGS Area.

5. subject always to paragraphs 6.1, 6.2.2 to 6.2.5 and 6.5 of the Back to Back Agreement, the Second Owner hereby acknowledges and agrees that any reference to the Country Park HLF Repayment Contribution in this Deed (and/or any definitions associated with it) shall not affect its liability under Clause 6.2.1 of the Back to Back Agreement to forward fund any HLF repayment the forward funding obligation shall be carried out in accordance with Clause 6.2.1 of the Back to Back Agreement.

6. The Owners hereby acknowledge and agree that any monies received by them in accordance with the Borough Council's obligations in this Part 2 of Schedule 6 shall be factored into and

assessed as part of any Viability Assessment submitted and assessed in accordance with Part 2 of Schedule 2 to this Deed.

SCHEDULE 7: DRAINAGE

The Owners covenant and agree with the Borough Council:

1. to maintain and manage the SuDS in accordance with the SuDS Maintenance and Management Scheme in Perpetuity or until such time as the freehold of the SuDS is transferred to a Management Company or statutory drainage authority or in the case of SuDS located in the Country Park transferred to the Borough Council who (subject to paragraphs 19.1 to 19.4 of Schedule 6) shall thereafter become responsible and liable for the management and maintenance of the SuDS in accordance with the SuDS Maintenance and Management Scheme in Perpetuity.
2. not to dispose of the SuDS other than to the Borough Council, a Management Company or a statutory drainage authority in accordance with the terms of this Schedule and Schedule 8.
3. Save as otherwise agreed in writing with the Borough Council:
 - 3.1 not locate any Utilities or Foul/Surface Water Drainage and Sewerage in on or under the SuDS Land other than those public surface water sewers directly associated with and connected to the SuDS features; and
 - 3.2 not locate the SuDS Land within an area of the Site that at the time Planning Permission is granted already has Utilities or Foul/Surface Water Drainage and Sewerage located within such area unless these are to be relocated, provided that the Borough Council shall not be permitted to refuse to agree locating Utilities or Foul/Surface Water Drainage and Sewerage in on or under the SuDS Land or locating SuDS Land within an area that already has Utilities or Foul/Surface Water Drainage and Sewerage where the Owner can evidence that this would not adversely affect the functionality of the SuDS features provided further that if the Council fails to respond to the Owner within 40 (forty) Working Days of the Owner seeking agreement to the locating of Utilities or Foul/Surface Water Drainage and Sewerage in on or under the SuDS Land or locating SuDS Land within an area that already has Utilities or Foul/Surface Water Drainage and Sewerage such locating of Utilities or Foul/Surface Water Drainage and Sewerage in on or under the SuDS Land or locating SuDS Land within an area that already has Utilities or foul/surface water drainage and sewerage shall be deemed to be agreed by the Council.
4. to maintain the Country Park SuDS throughout the Country Park Maintenance Period.

SCHEDULE 8: MANAGEMENT COMPANY

The Owner covenants with the Borough Council and the County Council (as applicable) as follows:

1. To set up the Management Company(ies) for the purposes of maintaining the common parts of the Development which will include management and maintenance of estate roads, (pending their adoption) and if applicable, include SuDS and Open Space and until such time as the following are adopted or dedicated by agreement both the Vehicular Railway Bridge Highway Link and Pedestrian and Cycle Railway Bridge Link, at all times such management and maintenance purposes/duties being in accordance with the approved Maintenance and Management Schemes.
2. Prior to Occupation of any Phase of the Development the Owners shall submit evidence of the setting up of a Management Company, including a copy of the memorandum and articles of association, and evidence of the measures that the Owners will employ to secure the necessary funding for the Management Company to undertake the management and maintenance of the common parts of the Development (as referred to in paragraph 1) to the Borough Council and the County Council and shall not Occupy any Residential Unit within a Phase until the same have been provided to the Borough Council and the Management Company is operational.
3. Not to dispose of any of the Residential Units within a Phase until details of the Management Company referred to in paragraph 2 has been submitted to and approved in writing by the Borough Council PROVIDED THAT if the Borough Council fails to approve the details of the Management Company within 30 (thirty) Working Days of receipt of the same then the Management Company shall be deemed to have been approved.
4. The Owner shall procure that sufficient funding is available to the Management Company(ies) to carry out its/their purposes generally and those in relation to the Maintenance and Management Schemes in accordance with Schedule 5 and 7 of this Deed for so long as is necessary to enable the Management Company(ies) to carry out its maintenance and other functions after completion of each Phase of the Development until the point in time that funds received from future owners of the Residential Units are sufficient to fully fund such management and maintenance responsibilities placed on the Management Company as a result of this Deed.
5. In the event that:
 - 5.1 the Open Space and/or SuDS is not managed and maintained in accordance with the approved Maintenance and Management Schemes to the Borough Council's reasonable satisfaction; and/or
 - 5.2 the Management Company(ies) either ceases to exist or goes into administration; and/or
 - 5.3 where either or both of the Vehicular Railway Bridge Highway Link and Pedestrian and Cycle Railway Bridge Link are not adopted or dedicated by agreement, that either are not managed and maintained to adoptable public highway standard or alternative standard as may be agreed between the Owner the Borough Council and the County Council

the Borough Council or the County Council (as appropriate) may upon providing no less than 20 (twenty) Working Days written notice to the Owners and/or Management Company(ies) enter the Site and carry out any works reasonably required to remedy the default and recover the proper and reasonable costs and expenses incurred from the Owners (as may be the case at the time the Borough Council undertakes the works).

SCHEDULE 9: HEALTH CARE

The Owners covenant with the Borough Council as follows:

1. Not to Occupy more than 50 (fifty) Residential Units until they have paid £43,000 (forty three thousand pounds) Index Linked of the Health Care Facilities Contribution to the Borough Council.
2. Not to Occupy more than 300 (three hundred) Residential Units until they have paid a further £129,000 (one hundred and twenty nine thousand pounds) Index Linked of the Health Care Facilities Contribution to the Borough Council.
3. Not to Occupy more than 600 (six hundred) Residential Units until they have paid a further £129,000 (one hundred and twenty nine thousand pounds) Index Linked of the Health Care Facilities Contribution to the Borough Council.
4. Not to Occupy more than 900 (nine hundred) Residential Units until they have paid the remaining £129,000 (one hundred and twenty nine thousand pounds) Index Linked of the Health Care Facilities Contribution to the Borough Council.

SCHEDULE 10: STANDALONE CONTRIBUTIONS

Part 1: Contributions to the Borough Council

The Owners covenant with the Borough Council as follows:

1. **Police Services Contribution**

- 1.1 Not to Occupy any Residential Unit within the Development until they have paid the Police Services Contribution to the Borough Council.

2. **Community Building Contribution**

- 2.1 Not to Occupy more than 300 (three hundred) Residential Units until they have paid the Community Building Contribution to the Borough Council.

3. **Community Development Contribution**

- 3.1 Not to Occupy more than 50 (fifty) Residential Units until they have paid £31,800 (thirty one thousand eight hundred pounds) Index Linked of the Community Development Contribution to the Borough Council.

- 3.2 Not to Occupy more than 300 (three hundred) Residential Units until they have paid a further £31,800 (thirty one thousand eight hundred pounds) Index Linked of the Community Development Contribution to the Borough Council.

- 3.3 Not to Occupy more than 600 (six hundred) Residential Units until they have paid a further £31,800 (thirty one thousand eight hundred pounds) Index Linked of the Community Development Contribution to the Borough Council.

- 3.4 Not to Occupy more than 900 (nine hundred) Residential Units they have paid the remaining £10,600 (ten thousand six hundred pounds) Index Linked of the Community Development Contribution to the Borough Council.

4. **Air Quality Monitoring Contribution**

- 4.1 Not to Occupy the Development until they have paid the Air Quality Monitoring Contribution

5. **Habitats Assessment Regulations Monitoring Contribution**

- 5.1 Not to Occupy the Development until they have paid the Habitats Assessment Regulations Monitoring Contribution to the Borough Council.

6. **Valley Road/Westerfield Road Roundabout Improvements Contribution**

- 6.1 Subject to paragraph 6.2 below the Owners shall pay the Valley Road/Westerfield Road Roundabout Improvements Contribution to the Borough Council by the first Occupation of the 600th (six hundredth) Residential Unit and shall not first Occupy more than 599 (five hundred and ninety nine) Residential Units until the contribution has been paid.

6.2 If the Owners can demonstrate to the reasonable satisfaction of the Borough Council (and subject to first submitting Financial Information) that the Valley Road/Westerfield Road Roundabout Improvements have been delivered in lieu either:

6.2.1 at the unrecoverable total cost, expense and liability of the Owners, or

6.2.2 at shared cost, expense and liability with another developer(s) of the Ipswich Garden Suburb, or with grant funding or undertaken by a third party

The obligation to pay the contribution in accordance with paragraph 6.1 above shall be adjusted in accordance with the following formula:

Valley Road/Westerfield Road Roundabout Improvements Contribution minus the actual costs incurred by the Owners in delivering and/or contributing to the Valley Road/Westerfield Road Roundabout Improvements, as evidenced by the submission of Financial Information

6.3 If the Owners carry out the Valley Road/Westerfield Road Roundabout Improvements and can demonstrate to the reasonable satisfaction of the Borough Council (and subject to first submitting Financial Information) that the costs of doing so exceeded the Valley Road/Westerfield Road Roundabout Improvements Contribution the provisions of paragraph 10.1 and 10.2 of Schedule 14 shall apply.

6.4 If the Valley Road/Westerfield Road Roundabout Improvements are undertaken at the unrecoverable total cost, expense and liability of the Southern Land Owners and those owners can demonstrate to the reasonable satisfaction of the Borough Council in consultation with the Owners (and subject to first submitting Financial Information) that the costs of doing so exceeded the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution, (the "Southern Owners Satisfaction Date"), the Owners shall pay to the Borough Council the sum representing the difference between the value of the actual costs incurred and the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution within 20 (twenty) Working Days following the Southern Owners Satisfaction Date and shall not Occupy or Legally Complete any further Residential Units until such payment has been made.

Part 2: Contributions to the County Council

The Owners covenant with the County Council:

1. Library Contribution

1.1 Prior to the first Occupation of the 300th (three hundredth) Residential Unit to pay to the County Council the Library Contribution.

1.2 Not to Occupy more than 299 (two hundred and ninety nine) Residential Units until they have paid the Library Contribution to the County Council.

SCHEDULE 11: EMPLOYMENT AND SKILLS PLAN

The Owners covenant with the Borough Council as follows:

1. Prior to Commencement of the Development to submit the Construction Training and Employment Plan to the Borough Council for approval which shall seek to maximise the employment and training opportunities arising within the Development for the benefit of the residents of the Borough of Ipswich and the surrounding areas which may include:
 - 1.1 information on whether there will be any construction related vacancies associated with the Development and if any vacancies are anticipated then information on the estimated number and type of vacancies to allow for partners to ensure a pipeline of appropriately trained and skilled staff for the duration of the construction phase PROVIDED THAT it is recognised that the number and type of vacancies may vary during the course of each construction phase of the Development;
 - 1.2 contractual obligations on any/all contractors involved in the delivery of Development to abide by and monitor compliance with the plan;
 - 1.3 the use of agreed means of advertising employment vacancies locally to maximise the opportunities for local residents to secure employment during the construction of the Development;
 - 1.4 the provision for on-site construction training and work experience, which may include apprenticeships but the Owners shall not be required to provide an on-site training centre;
2. Not to Commence Development until the Construction Training and Employment Plan has been approved by the Borough Council pursuant to paragraph 1 of this Schedule 11 and to implement that plan as approved PROVIDED THAT if the Borough Council fails to approve (or rejects) the submitted Construction Training and Employment Plan within 20 Working Days of receipt of the same then the Construction Training and Employment Plan shall be deemed to have been approved.
3. For the avoidance of doubt, the Owners and the Borough Council may agree in writing to vary Construction Training and Employment Plan at any time after it has been approved pursuant to paragraphs 1 and 2 of this Schedule 11.

SCHEDULE 12: SELF BUILD

The Owners covenant with the Borough Council as follows:

1. Not to Occupy more than:
 - 1.1 700 (seven hundred) Residential Units until the Owners have submitted a plan for the written approval to the Borough Council identifying the Self Build Site(s).

PROVIDED THAT if the Borough Council fails to approve or reject the plan submitted pursuant to paragraph 1.1 within 30 (thirty) Working Days of receipt of the same then the submitted plan shall be deemed to have been approved.
2. Following written approval/deemed approval of the plan submitted in accordance with paragraph 1.1 of this Schedule to actively market the Self/Custom Build Plots until such time as those plots have been disposed of in accordance with the relevant remaining provisions of this Schedule or otherwise released where the provisions of paragraph 8.4 of this Schedule apply AND if the Borough Council requests details of the marketing undertaken, to submit to the Borough Council within 30 (thirty) Working Days of receipt of such a request.
3. Subject always to the provisions of paragraph 8.4 of this Schedule, not to use the Self Build Site(s) identified on the plan approved or deemed approved pursuant to paragraph 1 to this Schedule 12 for any purpose other than the provision of the Self/Custom Build Plots (other than the use of the land for temporary construction facilities relating to the Development);
4. To give written notice to the Borough Council of its intention to dispose of a Self-Build Plot and to use Reasonable Endeavours over a period of not less than 3 (three) months from the date of the written notice to complete a disposal of the Self Build Residential Plot to a Part 1 Eligible Self Build Residential Unit Purchaser.
5. If a disposal to a Part 1 Eligible Self Build Residential Unit Purchaser has not completed within the three month period referenced in paragraph 4 to this Schedule, the Owners shall first notify the Borough Council in writing and thereafter be entitled to dispose of that Self Build Plot to either:
 - 5.1 a Part 1 Eligible Self Build Residential Unit Purchaser; or
 - 5.2 a Part 2 Eligible Self Build Residential Unit Purchaser.
6. If a disposal to either a Part 1 or Part 2 Eligible Self Build Residential Unit Purchaser has not completed within a further three month period referenced in paragraph 5 to this Schedule the Owners shall notify the Borough Council in writing and thereafter be entitled to dispose of that Self Build Plot to either:
 - 6.1 a Part 1 Eligible Self Build Residential Unit Purchaser or
 - 6.2 a Part 2 Eligible Self Build Residential Unit Purchaser or
 - 6.3 any person that fulfils the criteria of a Part 1 Eligible Self Build Residential Unit Purchaser or Part 2 Eligible Self Build Residential Unit Purchaser but who is not pre-registered on the Borough Council's Self Build Register PROVIDED THAT the Owners shall provide the Borough Council with evidence upon request that the person fulfils the criteria of either a Part 1 or Part 2 Eligible Self Build Residential Unit Purchaser

- 6 If a disposal in accordance with paragraph 6 above has not been achieved using Reasonable Endeavours for a period of not less than 3 (three) months from the date of notification pursuant to paragraph 6 to this Schedule, the Owners shall first notify the Borough Council in writing and on receipt of such notice the Borough Council shall have:
- 7.1 an exclusive right for a period of 4 (four) months from the date of the notice served pursuant to paragraph 6 of this Schedule to elect that the relevant Self Build Plot(s) is transferred to the Borough Council at a commercial consideration commensurate with residential land value; and
- 7.2 an additional 3 (three) months from the date of any election notified to the Owners pursuant to paragraph 7.1 of this Schedule to effect the legal transfer to it of the relevant Self Build Plot(s) (all parties using Reasonable Endeavours to effect such transfer) PROVIDED THAT if the Borough Council fails to notify in accordance with the provisions of paragraph 7.1 of this Schedule or the legal transfer is not completed in accordance with the provisions of this paragraph 7.2, the Owners shall be free to transfer the relevant Self/Custom Build Plot(s) in accordance with paragraph 8.4 of this Schedule.
- 8 To transfer the Self Build Plot(s) Fully Serviced, such transfer to:
- 8.1 be with vacant possession;
- 8.2 be with such title as the Owner has and such encumbrances as affect the land at the date of the transfer;
- 8.3 in the event that any Self Build Plot is transferred to an individual not already identified on the Self Build Register or to the Borough Council to include:
- 8.3.1 a covenant from that purchaser that they shall, on completion of the transfer, send to the Borough Council such details of the transfer as they may require to enable the Self Build Residential Plot(s) to be included on the Borough Council's Self Build Register; and
- 8.3.2 a covenant requiring that purchaser to become a member; and
- 8.3.3 include such other covenants and reservations as the Owner and or the Borough Council may reasonably require.

PROVIDED THAT nothing in this Schedule shall negate the Owners' obligation to first seek to transfer the Self Build Plots to a Part 1 Eligible Self Build Residential Unit Purchaser or Part 2 Eligible Self Build Residential Unit Purchaser or the Borough Council in accordance with paragraphs 4, 5, 6 and 7 of this Schedule 12.

- 8.4 If a disposal pursuant to paragraphs 4, 5, 6 and 7 of this Schedule has not been achieved using Reasonable Endeavours the Owners shall be entitled to dispose of that Self Build Residential Plot(s) on the open market free from any further restriction and free from the provisions and restrictions of this Schedule.

SCHEDULE 13: DELIVERY BOARD OBLIGATIONS

The Owners, the Borough Council and the County Council covenant with each other as follows:

1. Within three months of the date of this Deed the Owners and the Borough Council must establish the IGS Delivery Board in accordance with the IGS Delivery Board Terms of Reference.
2. The IGS Delivery Board will:
 - 2.1.1 be comprised of representative(s) of:
 - 2.1.1.1 the Borough Council;
 - 2.1.1.2 the Owners (as landowner and master-developer);
 - 2.1.1.3 the County Council;
 - 2.1.1.4 and other key stakeholders including but not limited to Homes England;
 - 2.1.2 receive reports from the Owners on progress with the Development and engagement with other landowners and those with third party interests in IGS;
 - 2.1.3 consider the potential phasing and timing of the delivery of the Development; and
 - 2.1.4 identify any issues to the timely delivery of the Development and IGS as a whole and propose resolutions to overcome the issues.

The Parties shall in all good faith and using Reasonable Endeavours seek to uphold and comply with the IGS Delivery Board Terms of Reference and the spirit within which they are drafted but for the avoidance of doubt the IGS Delivery Board shall not have any direct decision making powers or determination over the phasing and timing of the Development nor shall the IGS Delivery Board have any direct decision making powers, or determination on the form or quality of development nor long term management and governance arrangements for IGS which shall be secured and controlled by the Planning Permission and the obligations within this Deed.

3. The Borough Council, the County Council and the Owners shall (once the IGS Delivery Board is established pursuant to paragraph 1 of this Schedule 13):-
 - 3.1.1 ensure that the group meets at least every three months, at such location and with such parties and at such times and frequency as shall be appropriate from time to time;
 - 3.1.2 notify each other of the names of their respective representatives (and any changes);
 - 3.1.3 ensure their named representatives attend meetings of the IGS Delivery Board (or that substitutes, named in advance and properly briefed, attend in their place);
 - 3.1.4 furnish the IGS Delivery Board with such information in relation to the Development as that group may reasonably request;

- 3.1.5 each party shall meet its own costs of such attendance; and
- 3.1.6 co-operate to agree venues for meetings of the IGS Delivery Board such venues to be at no cost to the Owners

SCHEDULE 14: BOROUGH COUNCIL'S COVENANTS

The Borough Council covenants with the Owners as follows:

1. Application of Contributions

- 1.1 Subject to clause 0 of this Deed in respect of any monies that it receives pursuant to this Deed, to place each Contribution when received into a Specific Contribution Account and not to expend any Contribution save that to the extent that it is reasonable to do so for the Purpose related to the relevant Contribution.
- 1.2 Subject to clause 0 of this Deed:
 - 1.2.1 if any of the Borough Council Contributions or part thereof remain unspent or not Committed by the Relevant BC Contribution Date; or
 - 1.2.2 if any of the Community Building Contribution or part thereof remains unspent or not Committed by the Relevant Community Building Contribution Date; or
 - 1.2.3 if any of a BC or SCC Underspend or part thereof remains unspent or not Committed by the Relevant Underspend Date

then the Borough Council shall return such unspent monies or part thereof to the person who made the payment together with the interest accrued thereon within 20 (twenty) Working Days of a written request by the person who made the relevant payment to do so PROVIDED ALWAYS THAT where a Contribution Contract(s) has been entered into by the Borough Council in respect of the intended purposes of the relevant Contribution, Community Building Contribution or a BC or SCC Contribution Underspend the unexpended part shall not be repaid until such payments pursuant to such Contribution Contract(s) are made and the unexpended part of the Borough Council Contributions, or the Community Building Contribution or a BC or SCC Contribution Underspend to be repaid (if any) shall not include such payment pursuant to any such Contribution Contract(s).

2. Affordable Housing

- 2.1 To appoint the Borough Council's Assessor within 20 (twenty) Working Days of receipt of a written request from the Owners pursuant to paragraph 2.2 of Part 2 of Schedule 2;
- 2.2 To ensure that the appointment of the Borough Council's Assessor includes a requirement for the Borough Council's Assessor to:
 - 2.2.1 issue their final report to the Borough Council within 50 (fifty) Working Days of the Validation Date; and
 - 2.2.2 subject to paragraph 3.4.2 of Part 2 of Schedule 2 to this Deed only make one request of the Owners for further information prior to the Validation Date in order to confirm to the Borough Council that it has received a valid Viability Assessment and to make such request within 15 (fifteen) Working Days of receipt by the Borough Council's Assessor of a Viability Assessment otherwise it shall be deemed that the Validation Date has occurred;
- 2.3 To provide the Owners with written confirmation that a valid Viability Assessment has been received or to notify the Owners in writing that the Owners must first respond to the Borough Council's Assessor's request for further information before the Borough Council will confirm

a valid Viability Assessment has been received in accordance with the terms of paragraph 3.3 of Part 2 of Schedule 2,

- 2.4 Following receipt of further information requested by the Borough Council's Assessor, to provide the Owners with written confirmation that a valid Viability Assessment has been received unless the Validation Date is otherwise determined to have occurred under the terms of paragraph 3.4 of Part 2 of Schedule 2.
- 2.5 To provide the Borough Council's Assessor with any information the Borough Council's Assessor has requested that is in the possession, is held or controlled by the Borough Council in order that the Borough Council's Assessor can issue a final report pursuant to any Viability Review in accordance with the relevant provisions of Part 2 of Schedule 2.
- 2.6 For a period not exceeding 50 (fifty) Working Days commencing on the Validation Date (unless otherwise agreed between the parties), to use Reasonable Endeavours to agree the following with the Owners:
 - 2.6.1 the Viability Assessment; and
 - 2.6.2 the Viability Review; and
 - 2.6.3 any Deferred Affordable Housing Scheme; and
 - 2.6.4 any Deferred Contributions.
- 2.7 To promptly provide the Owners with a copy of the final Viability Review report as prepared by the Borough Council's Assessor pursuant to paragraph 4.1 of Part 2 of Schedule 2 and in any event within 5 (five) Working Days of receipt of such a report from the Borough Council's Assessor.

3. Country Park

- 3.1 To comply with its inspection and certification obligations in accordance with Part 1 of Schedule 6 to this Deed.
- 3.2 Subject to paragraphs 16, 17, 18, 19 and 20 of Part 1 of Schedule 6 to this Deed upon transfer of the Country Park to the Borough Council to maintain the Country Park including any Country Park SuDS in accordance with the Country Park Management and Maintenance Strategy PROVIDED THAT in the event that any of the Country Park SuDS within the area transferred are subject to a Remediation Strategy then the Borough Council shall not be liable for any maintenance and management that is required by the Remediation Strategy nor any Remediation Costs.
- 3.3 To allow the Owners' contractors agents and those authorised by them to access (with or without vehicles, workmen, tools and equipment) and carry out all necessary works and/or activities to:
 - 3.3.1 carry out any Country Park Phase Works and/or maintenance duties on any part of a Country Park Area which has already transferred to the Borough Council in accordance with Part 1 of Schedule 6; and
 - 3.3.2 carry out any SuDS Survey; and

3.3.3 If applicable, implement any Remediation Strategy and inform any Verification Report.

4. to set up the SuDs Escrow Account which shall operate as set out in the definition of the SuDs Escrow Account and in addition:

4.1 the Owners shall be entitled to draw upon such monies as are required for any works of repair or remediation in accordance with any Remediation Strategy upon the production of invoices to the Borough Council containing details of the repair and/or remediation costs and agreed in writing by the Borough Council; and/or

4.2 the Borough Council shall be entitled to draw upon such monies as are required for any works of repair or remediation in the case of any default by the Owners in carrying out any Remediation Strategy.

5. to return the balance of the SuDS Remediation Costs (if any) to the entity who paid them within 20 (twenty) Working Days of the last (if any) of any Verification Report being approved in accordance with paragraph 19.1.5 of Schedule 6.

6. to comply with its Reasonable Endeavours obligations to secure IGS Area Planning Obligations as set out in paragraph 7 of Part 2 of Schedule 6 to this Deed save where to do so would amount to a fettering of its discretion.

7. Assistance in meeting Local Employment Commitments

To use Reasonable Endeavours to assist the Owners by working in partnership with the Owners and construction contractors (as relevant) to develop appropriate training and other pathways to employment to meet the opportunities identified by the Owners and the contractors and end-users of the Development under Schedule 11.

8. IGS Delivery Board

To comply with its obligations in relation to the IGS Delivery Board in accordance with Schedule 13 of this Deed.

9. Deferred Affordable Housing Contribution and Surplus

9.1 To use any Deferred Affordable Housing Contribution towards the provision of Affordable Housing outside of the Development within the Borough.

9.2 To apply any Deferred Contributions in accordance with the provisions of paragraph 5.1 of Part 2 of Schedule 2 of this Deed.

9.3 If applicable, to apply the Valley Road/Westerfield Road Roundabout Improvements Contribution in accordance with paragraph 6 of Schedule 10 and/or in accordance with Clause 9.2 to this Deed.

10. Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution

10.1 To use Reasonable Endeavours to enter into a Southern Land Obligation(s) with the Southern Land Owners to secure the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution save where to do so would amount to a fettering of its discretion.

10.2 In the event the Owners undertake the Valley Road/Westerfield Road Roundabout Improvements and the actual costs of doing so exceed the Valley Road/Westerfield Road Roundabout Improvements Contribution then subject to the Owners (or the party that incurred the actual costs of the Valley Road/Westerfield Road Roundabout Improvements) evidencing the actual costs in accordance with paragraph 6.3 of Schedule 10 (the "Satisfaction Date"), the Borough Council, (in relation only to any part of the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution actually received by the Borough Council pursuant to a Southern Land Obligation as at the Satisfaction Date and excluding any and all liability under this paragraph which is not fully covered by the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution or any part of it actually received by the Borough Council) shall within 20 (twenty) Working Days from the Satisfaction Date pay the party that incurred the actual costs of the Valley Road/Westerfield Road Roundabout Improvements a sum representing the difference between the value of the actual costs and the Valley Road/Westerfield Road Roundabout Improvements Contribution up to a maximum of the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution PROVIDED THAT where at the Satisfaction Date the Borough Council is not in receipt of the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution or only part of it from the Southern Land Owners the Borough Council shall not be required to pay the Owners any sum representing the difference between the value of the actual costs and the Valley Road/Westerfield Road Roundabout Improvements Contribution referred to above unless and until 20 (twenty) Working Days after the Borough Council shall have received the Southern Land Valley Road/Westerfield Road Roundabout Improvements Contribution (or any part of it) from the Southern Land Owners.

11. **Deferred Swimming Facilities Contribution**

To use the Deferred Swimming Facilities Contribution towards the maintenance and enhancement of existing and new swimming facilities in Ipswich.

12. **Pedestrian and Cycle Railway Bridge**

12.1 To use Reasonable Endeavours to secure planning obligations from the Southern Land Owners in relation to the Southern Land Application for the payment of the Pedestrian and Cycle Railway Bridge Maintenance Payment for the on-going maintenance of the Pedestrian and Cycle Railway Bridge until adoption of the same by the County Council.

12.2 To use Reasonable Endeavours to secure planning obligations from the Southern Land Owners in relation to the Southern Land Application for the payment of the Southern Land Overspend Contribution to the Borough Council save where to do so would amount to a fettering of its discretion.

13. **Both Vehicular Railway Bridge and the Pedestrian and Cycle Railway Bridge**

13.1 To use Reasonable Endeavours to secure a Southern Land Obligation including the following planning obligations from the Southern Land Owners in relation to any Southern Land Application:

13.1.1 an obligation to set aside, for a period of fifteen years from the date of planning permission being granted in relation to a Southern Land Application, the Southern Land Pedestrian and Cycle Railway Bridge Land and Southern Land Vehicular Railway Bridge Land for the construction, landing and maintenance of the Pedestrian and Cycle Railway Bridge and Vehicular Railway Bridge as shown indicatively on the Bridge Plan;

13.1.2 an obligation not to Commence development in respect of a Southern Land Application unless and until the Southern Land Owners, (for the benefit of the Owners and/or the Site), have granted any and all rights of access and services and further shall not levy any charge on the Owners (and shall include an obligation in identical terms to that set out in clause 7.5.2 of this Deed) for a licence and any rights to be granted, which are reasonably necessary over the Southern Land Pedestrian and Cycle Railway Bridge Land and the Southern Land Vehicular Railway Bridge Land to allow the Owners to construct and maintain the Pedestrian and Cycle Railway Bridge and Vehicular Railway Bridge until the adoption respectively of the Pedestrian and Cycle Railway Bridge and Vehicular Railway Bridge by the County Council PROVIDED THAT the Council will not be expected to negotiate the terms between the parties for such rights of access and services to be granted; and

13.1.3 an obligation to construct and dedicate a Vehicular Bridge Highway Link (for the purposes of this clause the definitions of Vehicular Bridge Highway Link shall be treated as having been amended as such so that reference to "Site" instead reads "Southern Land") on the Southern Land to ensure relevant connection by foot or cycle from the respective bridge to the existing adopted highway.

14. HIF Obligations relating to the Southern Land

14.1 to use Reasonable Endeavours to secure a Southern Land Obligation including the following planning obligations from the Southern Land Owners in relation to any Southern Land Application:

14.1.1 an obligation

(14.1.1.1) if the P&C Overspend is known prior to the first Occupation of a dwelling on the Southern Land pursuant to a Southern Land Application and 699 (six hundred and ninety nine) or more Residential Units have been constructed on the Development not to Occupy any dwelling pursuant to a Southern Land Planning Permission unless and until the Southern Land Owners have paid the Southern Land Overspend Contribution to the Borough Council PROVIDED THAT there shall be no obligation to pay any Southern Land Overspend Contribution until development pursuant to a Southern Land Planning Permission is begun for the purposes of section 56 of the 1990 Act; or

(14.1.1.2) if either

(a) the P&C Overspend is not known prior to first Occupation of a dwelling on the Southern Land pursuant to a Southern Land Planning Permission; or

(b) less than 699 (six hundred and ninety nine) Residential Units have been constructed on the Development

Then after the date of service of a written notice on the Southern Land Owners by the Borough Council of the Southern Land Overspend Contribution which notice shall not be served until after the construction of the 699th (six hundred and ninety ninth) Residential Unit on the Development not to Occupy any further dwellings constructed pursuant to a Southern Land Planning Permission until the

Southern Land Owners have paid the Southern Land Overspend Contribution to the Borough Council PROVIDED THAT there shall be no obligation to pay any Southern Land Overspend Contribution until development pursuant to a Southern Land Planning Permission is begun for the purposes of section 56 of the 1990 Act.

14.1.2 an obligation

14.1.2.1 if the P&C Withdrawal Costs are known prior to the first Occupation of a dwelling on the Southern Land pursuant to a Southern Land Planning Permission and not less than 699 (six hundred and ninety nine) or more Residential Units have been constructed on the Development not to Occupy any dwelling pursuant to a Southern Land Planning Permission unless and until the Southern Land Owners have paid the Southern Land Withdrawal Payment to the Borough Council PROVIDED THAT there shall be no obligation to pay any Southern Land Withdrawal Payment until development pursuant to a Southern Land Planning Permission is begun for the purposes of section 56 of the 1990 Act; or

14.1.2.2 if either

- (a) the P&C Withdrawal Costs are not known prior to first Occupation of a dwelling on the Southern Land pursuant to a Southern Land Planning Permission; or
- (b) less than 699 (six hundred and ninety nine) Residential Units have been construction on the Development

Then after the date of service of a written notice on the Southern Land Owners by the Borough Council of the Southern Land Withdrawal Payment which notice shall not be served until after the construction of the 699th (six hundred and ninety ninth) Residential Unit on the Development not to Occupy any further dwellings constructed pursuant to a Southern Land Planning Permission until the Southern Land Owners have paid the Southern Land Withdrawal Payment to the Borough Council PROVIDED THAT there shall be no obligation to pay any Southern Land Withdrawal Payment until development pursuant to a Southern Land Planning Permission is begun for the purposes of section 56 of the 1990 Act

14.1.3 subject to paragraph 7 of Part 2 of Schedule 4 to this Deed, an obligation:

14.1.3.1 to pay any Southern Land Repayment Contribution within 2 Working Days of demand PROVIDED THAT there shall be no obligation to pay any Southern Land Repayment Contribution until development pursuant to a Southern Land Planning Permission is begun for the purposes of section 56 of the 1990 Act; and

14.1.3.2 an obligation that in the event that development pursuant to planning permission granted pursuant to a Southern Land Planning Permission is not Practically Complete when the Borough Council levies a demand pursuant to paragraph 14.1.3.1 of this Schedule and paragraph 5.1.2 of Part 2 of Schedule 4 and the Southern Land

Owner fails to make payment within 2 (two) Working Days pursuant to the demand then the Southern Land Owner shall not Occupy or dispose of any legal or equitable interest in any further dwellings (including any Affordable Housing Unit) or Commercial Unit (which for the purposes of this paragraph these defined terms shall be interpreted to refer to such dwellings or units forming part of the development of the Southern Land) constructed pursuant to a Southern Land Planning Permission until the Southern Land Owners have paid the Southern Land Repayment Contribution to the Borough Council;

14.1.4 an obligation that if:

14.1.4.1 development pursuant to a Southern Land Planning Permission is Practically Complete prior to the Borough Council levying a demand pursuant to paragraph 14.1.3.1 of this Schedule and paragraph 5.1.2 of Part 2 of Schedule 4; and

14.1.4.2 the Southern Land Owner fails to comply with the obligation in paragraph 14.1.3 of this Schedule,

then the Southern Landowner shall be liable to pay the Southern Land Repayment Contribution and together with the greater of:

14.1.4.3 20% (twenty per cent) of the Country Park HIF Repayment Contribution cap (as set out in the definition of Country Park HIF Repayment Contribution applicable to the Southern Land; or

14.1.4.4 £100,000 (one hundred thousand pounds)

PROVIDED THAT the obligations in this paragraph 14 do not fetter the statutory rights, powers and duties of the Borough Council as a local planning authority or in any other capacity.

15. **HIF obligations relating to IGS Areas (excluding the Southern Land)**

subject to paragraph 5 of Part 2 of Schedule 6 to this Deed, to use Reasonable Endeavours to secure the following planning obligations from the owners of each IGS Area (excluding the Southern Land Owner):

15.1.1 an obligation(s) to pay to the Borough Council within 2 (two) Working Days of demand being made by the Borough Council for the relevant Country Park HIF Repayment Contribution (or any part thereof) PROVIDED THAT there shall be no obligation to pay any Country Park HIF Repayment Contribution until development pursuant to an IGS Area Permission relating to the IGS Area Planning Permission to which the demand is levied is begun for the purposes of section 56 of the 1990 Act;

15.1.2 an obligation that in the event that a development pursuant to an IGS Area Permission is not Practically Complete when the Borough Council levies a demand pursuant to paragraph 15.1 of this Schedule and the relevant owner fails to make payment within 2 (two) Working Days pursuant to the demand then the relevant owner shall not Occupy or dispose of any legal or equitable interest in any further dwellings (including any Affordable Housing Unit) or Commercial

Unit (which for the purposes of this paragraph these defined terms shall be interpreted to refer to such dwellings or units forming part of the development of the relevant IGS Area) constructed pursuant to an IGS Area Permission relating to the IGS Area to which the demand is levied until the said relevant owners have paid the relevant Country Park HIF Repayment Contribution to the Borough Council;

15.1.3 an obligation that if:

15.1.3.1 development pursuant to an IGS Area Planning Permission is Practically Complete prior to the Borough Council levying a demand pursuant to paragraph 15.1.1 of this Schedule; and

15.1.3.2 the relevant owner of an IGS Area fails to comply with the obligation in paragraph 15.1.1 of this Schedule,

then such relevant owner shall be liable to pay the relevant Country Park HIF Repayment Contribution and together with the greater of:

15.1.3.3 20% (twenty per cent) of the relevant Country Park HIF Repayment Contribution cap (as set out in the definition of Country Park HIF Repayment Contribution); or

15.1.3.4 £100,000 (one hundred thousand pounds).

PROVIDED THAT the obligations in this paragraph 15 do not fetter the statutory rights, powers and duties of the Borough Council as a local planning authority.

- (6) the Borough Council shall use Reasonable Endeavours to enforce compliance with the obligations contained in paragraph 14 and 15 which may include pursuing all reasonable legal proceedings to secure compliance with the obligations PROVIDED THAT the Borough Council shall not be required (although remains able to do so at its sole discretion) to take legal proceedings unless the Second Owner enters into a legally binding obligation to indemnify the Borough Council in respect of any and all costs, expenses, claims, losses and/or liabilities arising out of such proceedings.
- (7) where the Second Owner has already made payment of the whole of the Southern Land Repayment Contribution to the Borough Council pursuant to the Back to Back Agreement to enable the Borough Council to repay HIF (or any part of it and for any reason) due to Homes England pursuant to the Grant Funding Agreement, the Borough Council will pay to the Second Owner any Southern Land Repayment Contribution received at any time (in cleared funds) by the Borough Council within 2 (two) Working Days of its receipt.
- (8) where the Second Owner has already made payment of the whole of the Country Park HIF Repayment Contribution to the Borough Council pursuant to the Back to Back Agreement to enable the Borough Council to repay HIF (or any part of it and for any reason) due to Homes England pursuant to the Grant Funding Agreement, the Borough Council will pay to the Second Owner any Country Park HIF Repayment Contribution received at any time (in cleared funds) by the Borough Council within 2 (two) Working Days of its receipt.

SCHEDULE 15: COUNTY COUNCIL OBLIGATIONS

The County Council covenants with the Owners (and the Borough Council in relation to paragraph 1 of this Schedule) as follows:

1. **Application of Contributions**

- 1.1 Subject to clause 0 of this Deed in respect of any monies that it receives pursuant to this Deed, to place each Contribution when received into a Specific Contribution Account and not to expend any Contribution save for the purposes set out in this Deed or if applicable, transferred to the Borough Council in accordance with the Contribution Reallocation Mechanism.
- 1.2 to submit the Contributions Monitoring Report to the Borough Council quarterly commencing on the first quarter following receipt by the County Council of the first of the SCC Contributions.
- 1.3 to:
 - 1.3.1 notify the Borough Council as soon as reasonably practicable on each and every occasion it identifies (if any) a SCC Contribution Underspend; and
 - 1.3.2 transfer to the Borough Council any SCC Contribution Underspend within 20 (twenty) Working Days of any notification given to the Borough Council in accordance with paragraph 1.3.1 above.

2. subject to clause 0 of this Deed

- 2.1 if any of the County Council Contributions or part thereof remain unspent or not Committed by the Relevant CC Contribution Date or Relevant Underspend Date; or
- 2.2 if any of a SCC Contribution Underspend or part thereof remains unspent or not Committed by the Relevant Underspend Date then the County Council shall return such unspent monies or part thereof to the person who made the payment together with the interest accrued thereon within 20 (twenty) Working Days of a written request by the person who made the relevant payment to do so PROVIDED ALWAYS THAT where a Contribution Contract(s) has been entered into by the County Council in respect of the intended purposes of the relevant Contribution, or a SCC Contribution Underspend the unexpended part shall not be repaid until such payments pursuant to such Contribution Contract(s) are made and the unexpended part of the County Council Contributions, or the SCC Contribution Underspend to be repaid (if any) shall not include such payment pursuant to any such Contribution Contract(s).

3. **Residents Travel Pack**

- 3.1 to confirm the written approval or rejection of each of the draft Resident Travel Packs submitted by the Owners for approval within 30 (thirty) Working Days' of receipt and the County Council shall be deemed to have approved the relevant Resident Travel Pack if it has not responded to the Owners within 30 (thirty) Working Days' of receipt of that Resident Travel Pack.

4. **Travel Plans**

- 4.1 to confirm the written approval or rejection of the Full Travel Plan submitted by the Owners for approval within 30 (thirty) Working Days' of receipt and the County Council shall be

deemed to have approved the Full Travel Plan if it has not responded to the Owners within 30 (thirty) Working Days' of receipt of the Full Travel Plan.

5. Travel Plan Evaluation and Support Contribution

5.1 to use the Travel Plan Evaluation and Support Contribution for officer time spent on reviewing the Travel Plans, Resident Travel Packs, the Travel Plan Monitoring Report and agreeing new targets and objectives with the Travel Plan Coordinator through meetings, site visits, administrative support and the provision of any additional resources that may help support the implementation of the Travel Plans

5.2 if requested to do so in writing after the expiry of 2 (two) years of the date of Occupation of the final Residential Unit, the County Council shall pay to the party that paid the Travel Plan Evaluation and Support Contribution in accordance with the provisions of this Deed of the amount which has not been Committed or expended by the County Council in accordance with the provisions of this Deed and make payment of the same within 20 (twenty) Working Days of such written request together with any interest accrued on the amount of the relevant Contribution to be repaid applied at the Bank of England Base Rate on receipt of a written request. If for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period.

6. Travel Plan Notices

6.1 to serve the Travel Plan Notice on the Owners where the Owners have failed in the reasonable opinion of the County Council to comply with the requirements of this Deed set out in paragraphs 9, 10, 11, 12, 13, 14, 15 and 19 of Schedule 4 to this Deed SAVE THAT nothing in this paragraph 6.1 shall affect the ability of the County Council to take any other action and/or apply for any other means of enforcing the obligations referred to in this paragraph 6.1.

6.2 to serve the Travel Plan Remedial Measures Notice on the Owners where the Owners have failed in the reasonable opinion of the County Council to meet any measures and actions as required in the Travel Plan Notice.

7. Library Contribution

to use the Library Contribution towards the provision of new library services through shared community premises within Ipswich Garden Suburb.

8. Deferred Waste Facilities Contribution

to use the Deferred Waste Facilities Contribution (if received) towards a replacement House Waste Recycling Centre (HWRC) for the Portman's Walk, Ipswich HWRC or for improvements and/or an extension to the Foxhall HWRC including extended or relocated recycling centres.

9. Bus Stop Improvements Contribution

to use the Bus Stop Improvements Contribution towards installing one bus shelter, raising kerbs and three Real Time Passenger Information (RTPI) screens at three bus stops on Henley Road as shown on the Bus Stop Plan.

10. **Bus Service Contribution**

10.1 to use and/or to pay the Bus Service Contribution to a third party to be used towards procuring a new dedicated bus service to serve the Development and towards funding the delivery of the dedicated bus service to serve the Development for a maximum period of 15 (fifteen) years starting from the date the new dedicated bus service is operational SAVE THAT the County Council and/or third party to whom the Bus Service Contribution is paid shall not be required to use the Bus Service Contribution to fund a new dedicated bus service beyond the initial pump priming of that bus service and/or to the extent that such a service is self-funding.

10.2 to procure that a new dedicated bus service to serve the Development should be in place as soon as possible from receipt of the first instalment of the Bus Service Contribution payable pursuant to paragraph 6.1 of Schedule 4 and in any event no later than 6 (six) months from receipt of the said instalment or such later date as is agreed in writing between the Owners, the County Council and the Borough Council.

10.3 FOR THE AVOIDANCE OF DOUBT in the event that the Owners do not comply with the obligations contained in paragraph 7 of Schedule 4 so that the County Council does not receive the Bus Service Contribution or an instalment thereof:

10.3.1 the County Council and/or the third party to whom the Bus Service Contribution is paid shall not be required to continue to provide the dedicated bus service beyond the quantum of the Bus Service Contribution that has been paid at that date; and

10.3.2 the 15 (fifteen) year period referred to in paragraph 10.1 of this Schedule 15 shall pause and cease to run for the period of non payment until payment has been made and once payment has been duly made the 15 (fifteen) year period shall recommence from the date of payment.

11. **Public Rights of Way Contribution**

to use the Public Rights of Way Contribution towards improvements to Footpath 18, Ipswich Bridleway 21 and Westerfield Bridleway 1.

12. **Traffic Management Contribution**

to use the Traffic Management Contribution towards the provision of traffic management measures to mitigate the impacts of the Development traffic on those roads identified in the Traffic Management Scheme.

13. **Off Site Sustainable Transport Contribution**

to use the Off Site Sustainable Transport Contribution towards the Off Site Sustainable Transport Measures.

14. **Primary School**

14.1 to use and/or to pay the Primary Education Contribution to an academy, free school or other academic institution for use towards the build costs of the Primary School on the Primary School Site.

- 14.2 in the event that the County Council constructs the Primary School to use Reasonable Endeavours to construct the Primary School in accordance with the Primary School Programme.
- 14.3 to use and/or to pay the Primary School Design Fee to a third party for use towards the cost of design, including consultation with community groups, school providers, central government and its agencies and others relating to the design, costing and project management of the Primary School and Early Years Setting.
- 14.4 prior to submission of any planning application or reserved matters approval for the Primary School, the County Council will consult the Owners (in writing providing full details of the proposed layout and technical drawings and specifications) on the proposed layout of the Primary School and subject to the Owners providing reasonable comments within 30 (thirty) Working Days of receipt of all and full details of the proposed layout and technical drawings and specifications the County Council shall take into account the Owners' comments before submission of any planning application or reserved matters approval.
- 14.5 to respond to the details submitted by the Owners pursuant to paragraph 1.1 of Part 1 of Schedule 3 promptly and in any event within 30 (thirty) Working Days of receipt and in the event the County Council has not responded within such timeframe it shall be deemed to have approved said details.
- 14.6 in the event that the County Council (or its nominee being any academic institution, academy or free school) intends to commence construction of the Primary School within 6 (six) months of the date of completion of the transfer of the Primary School Site to provide the Owners with written notice of the same prior to the Occupation of the 80th (eightieth) Residential Unit;
- 14.7 in the event that the County Council (or its nominee being any academic institution, academy or free school) does not intend to commence construction of the Primary School within 6 (six) months of the date of completion of the transfer of the Primary School Site, to serve the Primary School Anticipated Commencement Notice on the Owners not less than 9 (nine) months before commencement of construction of the same is intended.

15. **Early Years**

to use and/or to pay the Early Years Contribution to a third party for use towards the build costs of the Early Years Setting.

16. **Secondary School**

- 16.1 to use and/or to pay the Secondary Education Contribution to a third party for use towards the construction costs of the Secondary School to serve the Development and/or for improving and/or enhancing facilities and/or providing additional secondary school places at Ormiston School at the County Council's discretion.
- 16.2 to use and/or to pay the Secondary School Design Contribution to a third party towards the cost of design, including consultation with community groups, school providers, central government and its agencies and others relating to the design, costing and project management, of the Secondary School.

17. **Sixth Form**

17.1 to use and/or to pay the Sixth Form Education Contribution to a third party for use towards providing additional sixth form places at Suffolk One or for sixth form places at any institution to be provided as part of the Ipswich Garden Suburb.

18. **Vehicular Railway Bridge**

18.1 to confirm the approval or rejection of the detailed specification design and project plan for the Vehicular Railway Bridge and the Vehicular Railway Bridge Highway Link submitted by the Owners pursuant to paragraph 1.1 of Schedule 4 as soon as reasonably practicable following submission.

18.2 On receipt of any written notice served by the Owners on the County Council pursuant to paragraph 1.9 of Part 1 of Schedule 4 setting out the estimated Practical Completion date of the Vehicular Railway Bridge, the County Council shall within 10 Working Days of receipt of such notice serve a written notice on the Southern Land Owner that confirms the estimated Practical Completion date of the Vehicular Railway Bridge.

19. **Pedestrian and Cycle Railway Bridge**

19.1 upon receipt of written evidence from the Owners to be submitted to the County Council on an annual basis setting out any expenditure on maintenance costs for the Pedestrian and Cycle Railway Bridge incurred by the Owners to reimburse the Owners within ten (10) Working Days of receipt of such evidence but only to the extent of the presence of any funds that it may be holding in the Pedestrian and Cycle Railway Bridge Escrow Account at that time and only up to the amount of the Pedestrian and Cycle Railway Bridge Maintenance Payment payable for the relevant period PROVIDED THAT where at the date the County Council receives the written evidence it is not in receipt of the Pedestrian and Cycle Railway Bridge Maintenance Payment from the Southern Land Owners the County Council shall not be required to pay the Owners the sum representing any expenditure on maintenance costs for the Pedestrian and Cycle Railway Bridge incurred by the Owners until 10 (ten) Working Days after the County Council shall have received the Pedestrian and Cycle Railway Bridge Maintenance Payment from the Southern Land Owners;

19.2 in the event that the County Council receives from the Southern Land Owners any payments into the Pedestrian and Cycle Railway Bridge Escrow Account or payments directly related to the Pedestrian and Cycle Railway Bridge obligations otherwise from the Southern Land Owners to notify the Owners of the total amounts received and/or paid in and whether these are cleared funds available to be drawn upon;

19.3 to confirm the approval or rejection of the detailed specification design and project plan for the Pedestrian and Cycle Railway Bridge submitted by the Owners pursuant to paragraph 2.1 of Schedule 4 as soon as reasonably practicable following submission;

19.4 to use Reasonable Endeavours to secure planning obligations from the Southern Land Owners in relation to the Southern Land Application save where to do so would amount to fettering of its discretion for the payment of the Pedestrian and Cycle Railway Bridge Maintenance Payment for the on-going maintenance of the Pedestrian and Cycle Railway Bridge until adoption of the same by the County Council and to pay any contributions received pursuant to such obligations into the Pedestrian and Cycle Railway Bridge Escrow Account within 5 (five) Working Days of receipt; and

20. **Both the Vehicular Railway Bridge and the Pedestrian and Cycle Railway Bridge**

20.1 to use Reasonable Endeavours to process and enter into a Section 38 Agreement for the Vehicular Railway Bridge and the Pedestrian and Cycle Railway Bridge within 3 (three) months of the Owners submitting all necessary plans and drawings required in order to facilitate the delivery, dedication and adoption of the same;

to use Reasonable Endeavours to secure the following planning obligations from the Southern Land Owners in relation to the Southern Land Application save where to do so would amount to fettering of its discretion:

20.1.1 an obligation to set aside, for a period of 15 (fifteen) years from the date of planning permission being granted in relation to a Southern Land Application the Southern Land Pedestrian and Cycle Railway Bridge Land and the Southern Land Vehicular Railway Bridge Land; and

20.1.2 an obligation not to Commence development in respect of a Southern Land Application unless and until the Southern Land Owners, (for the benefit of the Owners and/or the Site), have granted any and all rights of access and services and further shall not levy any charge on the Owners (and shall include an obligation in identical terms to that set out in clause 7.5.2 of this Deed) for a licence and any rights to be granted, which are reasonably necessary to allow the Owners to construct and maintain the Pedestrian and Cycle Railway Bridge and Vehicular Railway Bridge until the adoption respectively of the Pedestrian and Cycle Railway Bridge and Vehicular Railway Bridge by the County Council including installing temporary service media to service and connect to any facilities for the construction of either the Pedestrian and Cycle Railway Bridge and Vehicular Railway Bridge PROVIDED THAT the Council will not be expected to negotiate the terms between the parties for such rights of access and services to be granted; and

20.1.3 an obligation to construct and dedicate a Vehicular Bridge Highway Link (for the purposes of this clause the definitions of Vehicular Bridge Highway Link shall be treated as having been amended as such so that reference to "Site" instead reads "Southern Land") on the Southern Land to ensure relevant connection by foot or cycle from the respective bridge to the existing adopted highway.

21. **Westerfield Station Improvements Contribution**

21.1 to use and/or to pay the Westerfield Station Improvements Contribution to a third party to be used towards station improvements (including but not limited to passenger shelters, passenger information screens, safety improvements, security improvements, new automatic ticket machines and cycle storage at Westerfield Railway Station.

SCHEDULE 16: NOTIFICATION

The Owners covenant with the Borough and County Council as follows:

1. To notify the Borough Council and the County Council upon Occupation (unless expressly stated otherwise) of the:
 - 1.1 within 4 (four) weeks of the second anniversary of the date of receipt of detailed planning permission for the whole or part of the first Phase of Development which includes Residential Units if the Owners cannot satisfy their obligation in paragraph 2 of Schedule Part 1;
 - 1.2 prior to the Occupation of the 1st (first) Residential Unit in the Development and not to Occupy any Residential Unit until such notification has been given;
 - 1.3 49th (forty ninth) Residential Unit in the Development and not to Occupy any more than 49 (forty nine) Residential Units until such notification has been given;
 - 1.4 Completion of the 55th (fifty fifth) Affordable Housing Unit in the Development and not to Occupy any further Residential Units until such notification has been given;
 - 1.5 75th (seventy fifth) Residential Unit in the Development and not to Occupy any more than 75 (seventy five) Residential Units until such notification has been given;
 - 1.6 79th (seventy ninth) Residential Unit in the Development and not to Occupy any more than 79 (seventy nine) Residential Units until such notification has been given;
 - 1.7 99th (ninety ninth) Residential Unit in the Development and not to Occupy any more than 99 (ninety nine) Residential Units until such notification has been given;
 - 1.8 149th (one hundred and forty ninth) Residential Unit in the Development and not to Occupy any more than 149 (one hundred and forty nine) Residential Units until such notification has been given;
 - 1.9 179th (one hundred and seventy ninth) Residential Unit in the Development and not to Occupy any more than 179 (one hundred and seventy nine) Residential Units until such notification has been given;
 - 1.10 299th (two hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 299 (two hundred and ninety nine) Residential Units until such notification has been given;
 - 1.11 399th (three hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 399 (three hundred and ninety nine) Residential Units until such notification has been given;
 - 1.12 499th (four hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 499 (four hundred and ninety nine) Residential Units until such notification has been given;
 - 1.13 549th (five hundred and forty ninth) Residential Unit in the Development and not to Occupy more than 549 (five hundred and forty nine) Residential Units until such notification has been given;

- 1.14 574th (five hundred and seventy fourth) Residential Unit in the Development and not to Occupy more than 574 (five hundred and seventy four) Residential Units until such notification has been given;
 - 1.15 599th (five hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 599 (five hundred and ninety nine) Residential Units until such notification has been given;
 - 1.16 649th (six hundred and forty ninth) Residential Unit in the Development and not to Occupy any more than 649 Residential Units until such notification has been given;
 - 1.17 699th (six hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 699 (six hundred and ninety nine) Residential Units until such notification has been given;
 - 1.18 799th (seven hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 799 (seven hundred and ninety nine) Residential Units until such notification has been given;
 - 1.19 849th (eight hundred and forty ninth) Residential Unit in the Development and not to Occupy any more than 849 (eight hundred and forty nine) Residential Units until such notification has been given;
 - 1.20 899th (eight hundred and ninety ninth) Residential Unit in the Development and not to Occupy any more than 899 (eight hundred and ninety nine) Residential Units until such notification has been given; and
 - 1.21 1000th (one thousandth) Residential Unit in the Development and not to Occupy any more than 999 (nine hundred and ninety nine) Residential Units until such notification has been given.
 - 1.22 prior to the Occupation of the last Residential Unit to be Occupied and not to Occupy the last Residential Unit until such notification has been given.
2. To notify the Borough Council upon Occupation of:
- 2.1 75% (seventy five per cent) of the Market Value Units within each Phase and not to Occupy any more than 75% (seventy five per cent) of the Market Value units within a Phase until such notification has been given; and
 - 2.2 85% (eighty five per cent) of the Market Value Units within each Phase and not to Occupy any more than 85% (eighty five per cent) of the Market Value Units within a Phase until such notification has been given.
 - 2.3 75% (seventy five per cent) of SuDS Catchment Area 1 and not to Occupy any more than 75% (seventy five per cent) of Residential Units in SuDS Catchment Area 1 until such notification has been given;
 - 2.4 75% (seventy five per cent) of SuDS Catchment Area 2 and not to Occupy any more than 75% (seventy five per cent) of Residential Units in SuDS Catchment Area 2 until such notification has been given; and

- 2.5 95% (ninety five per cent) of SuDS Catchment Area 3 and not to Occupy any more than 95% (seventy five per cent) of Residential Units if SuDS Catchment Area 3 until such notification has been given.

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

The common seal of
IPSWICH BOROUGH COUNCIL
is hereunto affixed in the presence of.

)
[Redacted]

Name: *JONATHAN BOND*
Authorised Signatory



)
)
[Redacted]

Name: *KATE THEOBALD*
Authorised Signatory

EXECUTED AS A DEED by affixing the Common Seal of
SUFFOLK COUNTY COUNCIL, in the presence of:

.....
Authorised Signature

THE COMMON SEAL OF
EAST SUFFOLK COUNCIL
was affixed in the presence of:-

..... Authorised
Signatory

..... Authorised
Signatory

Signed as a deed, but not delivered until the first date specified on page ~~1~~ by **JOHN FONNEREAU** in the presence of a witness:

Signature _____

Witness signature _____

Witness name
(block capitals) _____

Witness address _____

EXECUTED as a DEED by)
CREST NICHOLSON)
OPERATIONS LIMITED)
acting by [a director and)
its secretary] [two directors])

Director

Director / Secretary

OR

EXECUTED as a DEED by)
[])
acting as attorney for)
CREST NICHOLSON)
OPERATIONS LIMITED)
In the presence of :-)

Attorney

Witness

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

The common seal of
IPSWICH BOROUGH COUNCIL
is hereunto affixed in the presence of:

)
)
)

.....
Name:
Authorised Signatory

)
)
)

.....
Name:
Authorised Signatory

EXECUTED AS A DEED by affixing the Common Seal of
SUFFOLK COUNTY COUNCIL in the presence of:



Authorised Signature *G. MILNTHORPE*



THE COMMON SEAL OF
EAST SUFFOLK COUNCIL
was affixed in the presence of:-

Signatory

..... Authorised

Signatory

..... Authorised

..... copy of the original document
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Signed as a deed, but not delivered until the first date specified on page 53, by JOHN FONNEREAU in the presence of a witness

Signature [Redacted]

Witness signature

Witness name (block capitals)

Witness address

[Redacted]
KUMAT SINCH
C/O 32 Lloyd's Avenue Ipoh
Selat IP 31400

EXECUTED as a DEED by
CREST NICHOLSON
OPERATIONS LIMITED
acting by [a director and
its secretary] [two directors]

Director

Director / Secretary

OR

EXECUTED as a DEED by
[]
acting as attorney for
CREST NICHOLSON
OPERATIONS LIMITED
In the presence of :-

Attorney

Witness

Witnessed a true copy of the original documents

Authorized Officer Date 19.02.2020

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

The common seal of
IPSWICH BOROUGH COUNCIL
is hereunto affixed in the presence of:

)
)
)

.....
Name:
Authorised Signatory

)
)
)

.....
Name:
Authorised Signatory

EXECUTED AS A DEED by affixing the Common Seal of
SUFFOLK COUNTY COUNCIL in the presence of:

.....
Authorised Signature

**THE COMMON SEAL OF
EAST SUFFOLK COUNCIL**
was affixed in the presence of:-

Signatory



..... Authorised

Signatory

..... Authorised

145

.....
Fulwaker, Devereux, 2001/19/01/1010
Legal Services
Ipswich Borough Council
Civic House
Russett Road
Ipswich IP1 2DB

653 [Redacted]

Signed as a deed, but not conveyed until the first date specified on page 2, by JOHN FONNEREAU in the presence of a witness:

Signature _____

Witness signature _____

Witness name (block capitals) _____

Witness address _____

EXECUTED as a DEED by
CREST NICHOLSON
OPERATIONS LIMITED
acting by [a director and
his secretary] [two directors]

[Redacted]

Director

Director/Secretary

in the presence of a witness:

[Redacted]

OR

EXECUTED as a DEED by
[KEVIN MAHUIRE
acting as attorney for
CREST NICHOLSON
OPERATIONS LIMITED
In the presence of :-

)
)
)
)
)

Name: OLIVER KIDD
Address: CREST HOUSE, PYRROFT ROAD, SURREY
KT16 9GN

[Redacted]

Attorney

[Redacted]

Witness

Name: OLIVER KIDD
Address: CREST HOUSE, PYRROFT ROAD, SURREY KT16 9GN

Continued in this copy of the original document:

[Redacted]
Mortgage Code... Date 15/07/2020
Mortgage Code
Mortgage Code
Mortgage Code
Mortgage Code

BY THIS POWER OF ATTORNEY dated **1 APRIL** 2019 CREST NICHOLSON OPERATIONS LIMITED (registered in England under number 1186311 whose registered office is at Crest House, Pycroft Road, Chertsey, Surrey KT16 9GN (the "Company") hereby appoints for a period of three years from the date of this deed

Kevin Maguire

jointly and severally (with all other attorneys of the Company for the time being lawfully appointed) as its true and lawful attorney ("the Attorney") for and on behalf of the Company (but without prejudice to or in any way limiting the actual or ostensible authority of the said Attorney) to:

- 1. Consider, negotiate, agree, approve the form of any amendments to, execute, deliver and issue all documents, including without limitation, deeds, charges, guarantees, letters, notices, certificates, amendments and waivers ("Documents") and to do all other actions or things in its name and on its behalf, as the Attorney may, in their absolute discretion deem appropriate, necessary, incidental, expedient or desirable in connection with any aspect of the Company's business (the "Business") and any transactions undertaken by the Company as part of the Business

This Power of Attorney shall be construed under and governed by the laws of England and Wales, to the jurisdiction of whose courts we do hereby submit.

IN WITNESS WHEREOF this Power of Attorney has been executed as a deed on the date first written above.

EXECUTED as a deed by
CREST NICHOLSON OPERATIONS LIMITED)
acting by)
and)
)
)
)

"I hereby certify that I have had sight of the original document and that this is a complete and accurate copy of the original"

Sign: [Redacted]
Name: OLIVER KIDD
Position: COMPANY SECRETARIAL ASSISTANT
Date: 26 April 2019