

a plan to be provided to the District Council) pursuant to any default under the terms of its mortgage or charge give prior written notice to the District Council of its intention to dispose:

1.9.1 in the event that the District Council responds within 1 month from receipt of a notice indicating that

1.9.1.1 reasonable arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s); and

1.9.1.2 that such a transfer would take place within two (2) months from receipt of the notice

then the Chargee of the Registered Provider shall cooperate with such reasonable arrangements and use reasonable endeavours to secure such transfer for a consideration not less than the amount due and outstanding under the terms of the relevant charge or mortgage documentation including all accrued principal monies interest and costs

1.9.2 if the District Council does not serve its response to the notice served under paragraph 1.9 within one (1) month then the Chargee of a Registered Provider shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Second Schedule Part 2 paragraph 1 which shall from the time of the completion of the disposal cease to apply

1.9.3 if the District Council cannot within two (2) months' of the date of service of its response under paragraph 1.9.1 secure such transfer then provided that the Chargee of the Registered Provider shall have complied with its obligations under paragraph 1.9 the Chargee of the Registered Provider shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Second Schedule part 2 paragraph 1 which shall from the time of the completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this paragraph 1.9 shall not require the Chargee of the Registered Provider to act contrary to its duties and rights under the charge or mortgage and that the District Council must give consideration to protect the interest of the Chargee of the Registered Provider in respect of monies outstanding under the charge or mortgage.

1.10 In the event that the Registered Provider (within two (2) months' of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units the Owner shall:

1.10.1 notify the District Council three (3) months prior to the Practical Completion of the Affordable Housing Units;

- 1.10.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 1.6 of this part of this Schedule
  - 1.10.3 submit any other information reasonably requested by the District Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1.6 of this part of this Schedule
  - 1.10.4 offer the seventy four (74) Affordable Housing Units to the District Council to be purchased by the District Council as Affordable Housing
- 1.11 In the event the District Council make an acceptable offer to the Owner (within two (2) months' of written invitation) for the Affordable Housing Units then the Owner shall not Occupy or permit Occupation of more than eighty per cent (80%) of the Market Housing Units until the Owner has provided the District Council with a freehold transfer document unconditionally released for completion for the transfer of the Affordable Housing Units
- 1.12 In the event the District Council does not make an acceptable offer to the Owner (within two (2) months' of written invitation) to purchase all of the Affordable Housing Units or the District Council indicates that they do not want to purchase the Affordable Housing Units the Affordable Housing Units shall be free of the provisions of this Second Schedule Part 2 and the Owner shall be able to sell the Affordable Housing Units as Market Housing Units subject to:
- 1.12.1 paying twenty per cent (20%) of the Affordable Housing Contribution to the District Council after the eleventh (11<sup>th</sup>) Affordable Housing Unit has been sold
  - 1.12.2 paying a further twenty per cent (20%) of the Affordable Housing Contribution to the District Council after the twenty-second (22<sup>nd</sup>) Affordable Housing Unit has been sold
  - 1.12.3 paying a further twenty per cent (20%) of the Affordable Housing Contribution to the District Council after the thirty-third (33<sup>rd</sup>) Affordable Housing Unit has been sold
  - 1.12.4 paying a further twenty per cent (20%) of the Affordable Housing Contribution to the District Council after the forty-fourth (44<sup>th</sup>) Affordable Housing Unit has been sold
  - 1.12.5 paying the final twenty per cent (20%) of the Affordable Housing Contribution to the District Council after the fifty-fifth (55<sup>th</sup>) Affordable Housing Unit has been sold

PROVIDED THAT where paragraphs 1.10 – 1.12 hereof apply the Owner shall have paid the full Affordable Housing Contribution to the District Council prior to Occupation of the 110<sup>th</sup> Market Housing Unit and shall not permit Occupation of the 110<sup>th</sup> Market

Housing Unit unless and until the Affordable Housing Contribution has been paid to the District Council following which the provisions of this paragraph 1 of part 2 of this Schedule shall no longer be applicable in respect of the Affordable Housing Units and the Owner shall be free to dispose of said seventy four (74) Affordable Housing Units as Market Housing Units

### PART 3

#### OPEN SPACE

- 1.1 The Owner hereby covenants with the District Council that prior to Commencement of Development to submit the Open Space Plan and the Open Space Specification to the District Council for approval
- 1.2 The Owner hereby covenants to pay the Play Equipment Contribution in accordance with Part 4 of this Second Schedule
- 1.3 The Owner covenants not to Commence the Development unless and until the Open Space Plan and the Open Space Specification have been approved by the District Council in writing such approval not to be unreasonably withheld or delayed
- 1.4 If the District Council fails within thirty (30) Working Days of submission of the Open Space Plan and Open Space Specification to notify the Owner of its approval of the Open Space Plan and the Open Space Specification the Owner shall be entitled to assume (1) deemed approval of the Open Space Plan and Open Space Specification and (2) that the offer to transfer the Open Space to the District Council or such body as the District Council may nominate has not been accepted
- 1.5 Prior to implementing the Open Space Specification (and subject to paragraph 1.4 above) the Owner will agree with the District Council which Nominated Body will take on the Open Space and for the avoidance of doubt there may be more than one Nominated Body
- 1.6 The Owner hereby covenants with the District Council not to permit the Occupation of any more than 75% of the Dwellings until the Open Space has been provided in accordance with the approved Open Space Plan and the Open Space Specification and for the avoidance of doubt in the event the Development is a phased development the Owner covenants with the District Council not to permit the Occupation of any more than 75% of the Dwellings in each phase unless and until the Open Space within that phase has been provided in accordance with the approved Open Space Plan and the Open Space Specification unless otherwise agreed in writing with the District Council *and for the avoidance of doubt could be an earlier date as may be agreed*

1.7 The Owner further covenants with the District Council at their own cost to maintain and manage the Open Space strictly in accordance with the Open Space Plan the Open Space Specification and the Planning Permission until the date of the Open Space Transfer described in paragraph 1.9 of this Part 3 of this Second Schedule has been completed and for the avoidance of doubt the Open Space can be transferred in full to the Nominated Body or if the Parties (acting reasonably) so agree in part to different Nominated Bodies

1.8 The Owner covenants that following the District Council's written confirmation that the Open Space has been laid out in accordance with the Open Space Plan and Open Space Specification to transfer it by way of a transfer or part thereof to the appropriate Nominated Body and such transfer to include such items as necessary and outlined in the Open Space Transfer and shall for the avoidance of doubt include a covenant that the Open Space shall thereafter be retained and maintained in accordance with the Open Space Plan the Open Space Specification and the Planning Permission for the benefit of the public

1.9 The Open Space is to be transferred to the Nominated Body or Nominated Bodies for the sum of one pound (£1) within twelve months (12 months) of Occupation of the last Dwelling in accordance with the Open Space Transfer and in the event that the Nominated Body is the District Council or their nominee the Owner shall pay the Open Space Maintenance Sum to the District Council on the date of the Open Space Transfer

*BLP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd*

*or such earlier date as may be agreed in writing with the District Council*

**PART 4**

**CONTRIBUTIONS**

1. Play Equipment Contribution

*BLP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd*

1.1 The Owner covenants to pay 25% of the Play Equipment Contribution to the District Council prior to Occupation of the first Dwelling *or such earlier date as agreed in writing with the District Council;*

1.2 The Owner covenants not to Occupy or cause or permit Occupation of the first Dwelling unless and until 25% of the Play Equipment Contribution has been paid to the District Council *or such earlier date as agreed in writing with the District Council;*

*BLP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd*

1.3 The Owner covenants to pay a further 25% of the Play Equipment Contribution to the District Council prior to Occupation of 25% of the Dwellings *or such earlier date as agreed in writing with the District Council;*

1.4 The Owner covenants not to Occupy or cause or permit Occupation of 25% of the Dwellings unless and until 50% of the total Play Equipment Contribution has been paid to the District Council *or such earlier date as agreed in writing with the District Council;*

*BLP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd*

BLUP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd

1.5 The Owner covenants to pay a further 25% of the Play Equipment Contribution to the District Council prior to Occupation of 50% of the Dwellings | or such earlier date as agreed in writing with the District Council;

BLUP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd

1.6 The Owner covenants not to Occupy or cause or permit Occupation of 50% of the Dwellings unless and until 75% of the total Play Equipment Contribution has been paid to the District Council | or such earlier date as agreed in writing with the District Council;

BLUP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd

1.7 The Owner covenants to pay the final 25% of the Play Equipment Contribution to the District Council prior to Occupation of 75% of the Dwellings | or such earlier date as agreed in writing with the District Council;

1.8 The Owner covenants not to Occupy or cause or permit Occupation of 75% of the Dwellings unless and until all the Play Equipment Contribution has been paid to the District Council | or such earlier date as agreed in writing with the District Council.

2. Cycle Scheme Contribution

BLUP on behalf of Mid Suffolk District Council, Suffolk County Council, the owner & Gladman Developments Ltd

2.1 The Owner covenants to pay 25% of the Cycle Scheme Contribution to the District Council prior to Occupation of the first Dwelling;

2.2 The Owner covenants not to Occupy or cause or permit Occupation of the first Dwelling unless and until 25% of the Cycle Scheme Contribution has been paid to the District Council;

2.3 The Owner covenants to pay a further 25% of the Cycle Scheme Contribution to the District Council prior to 25 % of the Dwellings being Occupied;

2.4 The Owner covenants not to Occupy or cause or permit Occupation of more than 25% of the Dwellings unless and until 50% of the Cycle Scheme Contribution has been paid to the District Council;

2.5 The Owner covenants to pay a further 25% of the Cycle Scheme Contribution to the District Council prior to 50% of the Dwellings being Occupied;

2.6 The Owner covenants not to Occupy or cause or permit Occupation of more than 50% of the Dwellings unless and until 75% of the Cycle Scheme Contribution has been paid to the District Council;

2.7 The Owner covenants to pay the final 25% of the Cycle Scheme Contribution to the District Council prior to 75% of the Dwellings being Occupied;

2.8 The Owner covenants not to Occupy or cause or permit Occupation of more than 75% of the Dwellings unless and until the Cycle Scheme Contribution has been paid to the District Council;

3. Dog Bins Contribution

- 3.1 The Owner covenants to pay to the District Council the Dog Bins Collection Contribution prior to first Occupation
  - 3.2 The Owner covenants not to Occupy or cause or permit Occupation of any of the Dwellings unless and until the Dog Bins Contribution has been paid to the District Council
4. Station Platform Improvement Contribution
- 4.1 The Owner covenants to pay to the District Council the Station Platform Improvement Contribution prior to Occupation of the first Dwelling
  - 4.2 The Owner covenants not to Occupy or cause or permit Occupation of the Dwelling unless and until the Station Platform Improvement Contribution has been paid to the District Council

## **PART 5**

### **CAR CLUB**

1. The Owner shall prior to Occupation of any Dwelling notify the District Council of the identity of the accredited Car Club operator which will operate the Car Club and shall submit to the District Council a copy of such parts of the contract between itself and the Car Club operator as necessary (and for the avoidance of doubt shall include as a minimum the proposed date of commencement of the Car Club, the duration of the contract and how the Car Club will operate in respect of the Site) to show that a legally binding contract has been entered into.
2. The Owner shall procure that at least two (2) vehicles shall be provided by the Car Club for use of the residents of Thurston.
3. The Owner shall ensure that once provided the Car Club is not managed and operated other than by a Car Club operator accredited by CoMoUK.
4. The Car Club shall be implemented from the date of Occupation of the 70th Residential Dwelling for so long as the car club provider (or any other such accredited Car Club operator) is ready and willing to implement, manage or operate the Car Club.

- 5 If eighteen (18) months after Occupation of the first Dwelling no Car Club provider is ready, willing and able to implement a Car Club after the Owner shall have used reasonable endeavours to procure the same then the Owner shall provide to the District Council evidence of their endeavours (such evidence shall include which Car Clubs have been approached, when they were approached and copies of correspondence from each of the Car Clubs confirming why they are not willing to operate a Car Club from the Site together with any further information the District Council may reasonably require) and subject to the District Council being reasonably satisfied that there would be no reasonable prospect of a Car Club being implemented then the Owner shall pay the Sustainable Transport Contribution to the District Council within 20 (twenty) Working Days of request by the District Council.
6. Upon payment of the Sustainable Transport Contribution to the District Council the terms of this Part 5 shall cease to be of any further force and effect.

## **PART 6**

### **ELECTRIC VEHICLE CHARGING POINT**

1. The Owner covenants that prior to Commencement of the Development they will agree with the District Council either:
  - 1.1 Prior to the Occupation of the 40<sup>th</sup> Dwelling to provide at its own cost at an agreed location within the Site an electrical vehicle charging point (comprised of no less than one dedicated parking space together with charging apparatus) for use by the public; or
  - 1.2 Prior to the Occupation of the 40<sup>th</sup> Dwelling to pay to the District Council the Electric Vehicle Charging Point Contribution to be applied by the District council towards the provision of an electric vehicle charging point within the Parish of Thurston for use by the public
2. The Owner covenants not to cause permit or allow Occupation of the 40<sup>th</sup> Dwelling unless the electric vehicle charging point, apparatus and designated space has been provided within the Site or has paid the Electric Vehicle Charging Point Contribution to the District Council.

**PART 7**  
**PRIORITY FARMLAND BIRDS MITIGATION**

1. In the event that an up to date breeding bird survey submitted for the approval of the District Council pursuant to condition 7 of the Planning Permission indicates that priority farmland birds are found to be present and will be affected by Development on the Site, the Owner covenants to prepare the Priority Farmland Birds Mitigation Strategy.
2. The Priority Farmland Birds Mitigation Strategy shall be submitted to the District Council for their written approval prior to Commencement of Development.
3. The Owner covenants with the District Council not to commence Development until the written approval of the District Council has been received and until such time as the owners of the land on which the replacement Skylark plots as set out in the Priority Birds Mitigation Strategy approved by the District Council have entered into a legal agreement with the District Council to secure the provisions of the Priority Farmland Birds Mitigation Strategy.
4. The Priority Farmland Birds Mitigation Strategy shall be implemented in accordance with the approved details and all features shall be retained for a minimum period of 10 (ten) years.
5. In the event that the survey described in paragraph 1 indicates that no priority farmland birds are found to be present or any such birds that are found to be present will not be affected by the Development then paragraphs 1 to 4 inclusive of this Part 7 of the Second Schedule shall not apply

**PART 8**  
**VILLAGE NOTICE BOARDS**

1. Prior to Commencement of Development the Owner shall agree with the District Council the design and the locations of the two Village Notice Boards to be erected within the Site.
2. Prior to Occupation of 90% of the Dwellings the Owner shall at their own cost pay for the Village Notice Boards to be constructed in accordance with the design specification and erected in the two locations approved by the District Council in accordance with paragraph 1 of this Part 8 above.



3. Not to allow permit or cause Occupation of 90% of the Dwellings unless and until the Village Notice Boards have been erected in the agreed locations within the Site.

**PART 9**  
**LANDSCAPE BUFFERS**

1. The Owner covenants prior to the submission of the first reserved matters application to submit the Landscape Management and Delivery Plan for the written approval of the District Council.
2. If the District Council fail to notify the Owner within thirty (30) Working Days its approval of the Landscape Management and Delivery Plan the Owner shall be entitled to assume deemed approval of the Landscape Management and Delivery Plan.
3. The Owner covenants to implement the Landscape Management and Delivery Plan in accordance with the agreed planting mix and timescale for planting prior to Commencement of the Development.
4. The Owner covenants not to Commence the Development unless and until the works set out in the Landscape Management and Delivery Plan have been implemented and completed to the reasonable satisfaction of the District Council.

**PART 10**  
**HIGHWAYS WORKS PHASING PLAN**

1. The Owner covenants not to Commence the Development unless and until the Highways Works Phasing Plan has been submitted to the District Council for its written approval.
2. The Owner covenants not to Commence the Development unless and until the written approval of the District Council to the Highways Works Phasing Plan has been received.
3. The Owner covenants to deliver the Highway Works in accordance with the Highway Works Phasing Plan (unless otherwise agreed in writing accordance with the District Council).

## THIRD SCHEDULE

### OWNER'S COVENANTS WITH THE COUNTY COUNCIL

#### PART 1

#### EDUCATION

1. The Owner shall give the County Council no less than one (1) months' written notice of the anticipated date for
  - 1.1. Commencement of Development
  - 1.2. the first Occupation of the first Dwelling
  
2. The Owner shall within five (5) Working Days give written notice to the County Council following
  - 2.1 the date of Occupation of the first Dwelling
  - 2.2 the date of Occupation of the 75<sup>th</sup> Dwelling
  - 2.3 the date of Completion of the Development
  
3. The Owner covenants to pay the Education Contribution to the County Council in the following instalments
  - 3.1 50% prior to Occupation of the first Dwelling
  - 3.2 the remaining 50% prior to Occupation of the 75<sup>th</sup> Dwelling
  
4. The Owner covenants not to cause or allow the Occupation of the first Dwelling until 50% of the Education Contribution has been paid to the County Council.
  
5. The Owner covenants not to cause or allow the Occupation of any more than 74 Dwellings unless and until the Education Contribution has been paid in full to the County Council.
  
6. The Owner covenants to pay the Primary School Land Contribution to the County Council prior to the Occupation of the first Dwelling.
  
7. The Owner covenants not to Occupy or permit Occupation of any Dwelling unless and until the Primary School Land Contribution has been paid to the County Council.

## **PART 2**

### **HIGHWAYS**

1. The Owner covenants to pay the Highways Contribution to the County Council prior to the Commencement of Development.
2. The Owner covenants not to Commence Development unless and until the Highways Contribution has been paid to the County Council.
3. Prior to Commencement the Owner shall:
  - 3.1 enter into the Highways Agreement with the County Council to secure the design, construction and completion of the Highway Works in accordance with the approved Highway Works Phasing Plan
  - 3.2 obtain all necessary Highway Consents
4. Prior to Occupation of the number of Dwellings specified as the Triggers within the approved Highway Works Phasing Plan the Owner shall carry out and complete the Highway Works to the reasonable satisfaction of the County Council

## **PART 3**

### **TRAVEL PLAN EVALUATION AND SUPPORT CONTRIBUTION**

1. The Owner covenants to pay the Travel Plan Evaluation and Support Contribution prior to the Occupation of the 100<sup>th</sup> Dwelling.
2. The Owner hereby covenants not to Occupy, allow or permit the Occupation of more than 99 Dwellings unless and until the Travel Plan and Evaluation Support Contribution has been paid to the County Council.
3. The Owner covenants to pay further instalments of the Travel Plan Evaluation and Support Contribution to the County Council annually prior to the anniversary of the date of first Occupation of the 100<sup>th</sup> Dwelling SAVE THAT no further instalments of the Travel Plan Evaluation and Support Contribution shall be payable by the Owner after five (5) years from the first Occupation of the 100<sup>th</sup> Dwelling or after one year following Occupation of the final Dwelling, whichever is the later

**FOURTH SCHEDULE**  
**DISTRICT COUNCIL'S COVENANTS**

- 1.1 The District Council will issue the completed Planning Permission on or within five (5) Working Days of the date of this deed
- 1.2 At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this deed when satisfied that such obligations have been performed

**PART 1**

**AFFORDABLE HOUSING**

- 1.1 In the event an Affordable Housing Contribution is paid to the District Council to use the Affordable Housing Contribution for the provision of Affordable Housing within the administrative area of the District Council and for no other purpose whatsoever
- 1.2 The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the last instalment of the Affordable Housing Contribution was paid pay to any person such amount of the Affordable Housing Contribution paid by that person in accordance with the provisions of this deed which has not been committed or expended by the District Council in accordance with the provisions of this deed together with any Late Payment Interest due thereon such payment to be made within twenty (20) Working Days of such request
- 1.3 If the Affordable Housing Contribution paid to the District Council pursuant to this deed has been spent or committed the District Council shall upon written request by the Owner after the expiry of ten (10) years of payment of the Affordable Housing Contribution within a further period of one (1) month notify the Owner that such monies have been spent or committed such notice to include details of what the said monies were spent on or committed to

**PART 2**

**OPEN SPACE**

- 1.1 In the event that the Open Space Maintenance Contribution is paid to the District Council pursuant to paragraph 1.9 of the Second Schedule Part 3 the District Council

shall either (i) pay the Open Space Maintenance Contribution into an interest bearing account and use the Open Space Maintenance Contribution for the maintenance of the Open Space or (ii) transfer the Open Space Maintenance Contribution to the Nominated Body for the maintenance of the Open Space.

### **PART 3**

#### **PLAY EQUIPMENT**

- 1.1 Upon payment of the Play Equipment Contribution pursuant to paragraph 1 of the Second Schedule Part 4 the District Council shall either (i) pay the Play Equipment Contribution into an interest bearing account and use the Play Equipment Contribution for the provision of play equipment within the Open Space or (ii) transfer the Play Equipment Contribution to the Nominated Body to provide play equipment in the Open Space.
- 1.2 The District Council shall if requested to do so in writing after the expiry of five (5) years from the date of receipt of final payment and in the event the Play Equipment Contribution has not been transferred to the Nominated Body, pay to any person such amount of the Play Equipment Contribution paid by that person in accordance with the provisions of this deed which has not been committed or expended by the District Council in accordance with the provisions of this deed such payment to be made within twenty (20) Working Days of such request.
- 1.3 If the Play Equipment Contribution paid to the District Council pursuant to this deed has been spent or committed the District Council shall upon written request by the Owner after the expiry of five (5) years of receipt of final payment of the Play Equipment Contribution within a further period of twenty (20) Working Days notify the Owner the Contribution has been spent or committed.

## PART 4

### CONTRIBUTIONS

1. The District Council covenants to use the Cycle Scheme Contribution, the Dog Bins Contribution and the Station Platform Improvement Contribution when received from the Owner solely for the purposes as defined in this deed.
2. The District Council shall if requested to do so in writing after the expiry of five (5) years from the date of receipt of final payment pay to any person such amount of the Cycle Scheme Contribution and the Dog Bins Contribution paid by that person in accordance with the provisions of this deed which has not been committed or expended by the District Council in accordance with the provisions of this deed such payment to be made within twenty (20) Working Days of such request.
3. If the Cycle Scheme Contribution and the Dog Bins Contribution paid to the District Council pursuant to this deed has been spent or committed the District Council shall upon written request by the Owner after the expiry of five (5) years of the Completion of Development within a further period of twenty (20) Working Days notify the Owner
4. The District Council shall if requested to do so in writing after the expiry of ten (10) years from the date of Completion of the Development pay to any person such amount of the Station Platform Improvement Contribution paid by that person in accordance with the provisions of this deed which has not been committed or expended by the District Council in accordance with the provisions of this deed such payment to be made within twenty (20) Working Days of such request.
5. If the Station Platform Improvement Contribution paid to the District Council pursuant to this deed has been spent or committed the District Council shall upon written request by the Owner after the expiry of ten (10) years of the Completion of Development within a further period of twenty (20) Working Days notify the Owner that such monies have been spent or committed such notice to include details of what the said monies were spent on or committed to.

**FIFTH SCHEDULE**  
**COUNTY COUNCIL'S COVENANTS**

**PART 1**  
**EDUCATION**

- 1.1 The County Council covenants to use the Education Contribution when received from the Owner solely for the purposes as defined in this deed.
- 1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of Completion of the Development pay to any person such amount of the Education Contribution paid by that person in accordance with the provisions of this deed which has not been committed or expended by the County Council in accordance with the provisions of this deed such payment to be made within twenty (20) Working Days of such request.
- 1.3 If the Education Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the Completion of Development within a further period of twenty (20) Working Days notify the Owner that such monies have been spent or committed such notice to include details of what the said monies were spent on or committed to.
- 1.4 If requested to do so in writing by the Owner after the expiry of ten (10) years from the date of Completion of the Development pay to any person such amount of the Primary School Land Contribution paid by that person in accordance with the provisions of this deed which has not been committed or expended by the County Council in accordance with the provisions of this deed such payment to be made within twenty (20) Working Days of such request.
- 1.5 If the Primary School Land Contribution paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the Completion of Development within a further period of twenty (20) Working Days notify the Owner that such monies have been spent or committed such notice to include details of what the said monies were spent on or committed to.

## PART 2

### TRAVEL PLAN EVALUATION AND SUPPORT CONTRIBUTION FEE

- 1.1 If requested to do so in writing by the Owner after the expiry of ten (10) years from the date of Completion of the Development pay to any person such amount of the Travel Plan Evaluation and Support Contribution Fee paid by that person in accordance with the provisions of this deed which has not been committed or expended by the County Council in accordance with the provisions of this deed such payment to be made within twenty (20) Working Days of such request.
- 1.2 If the Travel Plan Evaluation and Support Contribution Fee paid to the County Council pursuant to this deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the Completion of Development within a further period of twenty (20) Working Days notify the Owner that such monies have been spent or committed such notice to include details of what the said monies were spent on or committed to.



