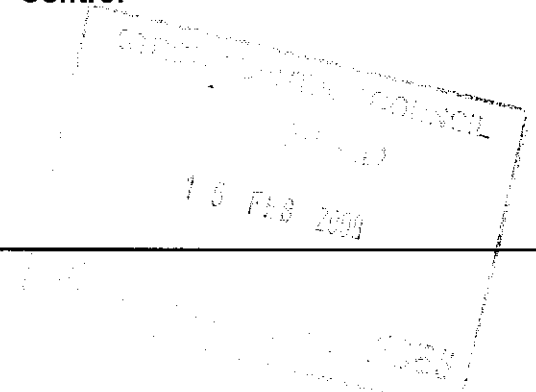




Memorandum

Stroud District Council

From:	Kathryn Skill Legal Clerk	To:	John Longmuir Team Manager – Development Control
Ext. No.:	4386	Your Ref.:	
Our Ref.:	kas/4/289	Copies To:	
Date:	14 February 2008		



Deed of Agreement
Section 106 of the Town and Country Planning Act 1990
Relating to a mixed use development on land at Hunts Grove, Hardwicke, Gloucestershire

Please see attached the above Deed for your records.

Kathryn Skill
Legal Clerk

Dated

4 February

2008

BETWEEN

Stroud District Council (1)

- and -

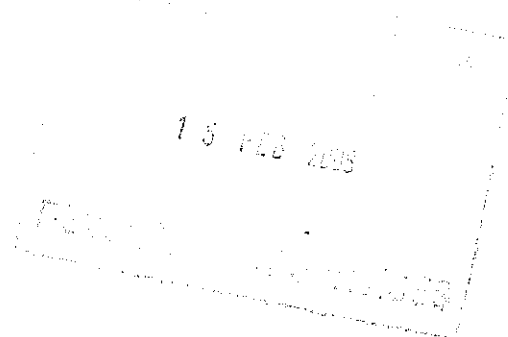
Colethrop Farm Limited (2)

- and -

Crest Nicholson Regeneration Limited (3)

-and-

Marcus Beresford Heywood (4)



DEED

Planning Obligation
Deed of Agreement
Section 106 of the Town and Country Planning Act 1990
Relating to a mixed use development on land at
Hunts Grove, Hardwicke, Gloucestershire

Colin Spencer
Interim Head of Legal Services
Stroud District Council
Council Offices
Ebley Mill
Stroud
Glos GL5 4UB
Tel: (01453) 754377
Fax: (01453) 754935

Ref: LL/4/289

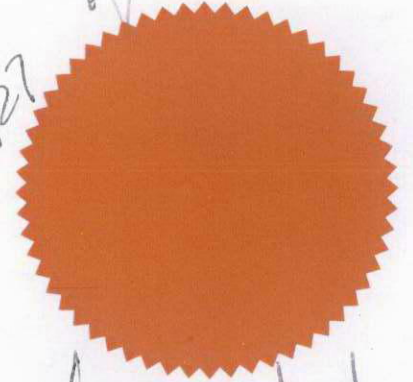
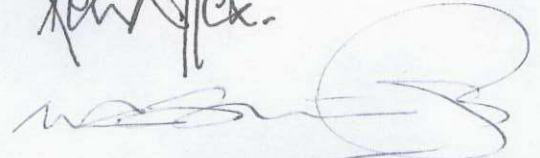
TABLE OF CONTENTS

INTRODUCTION	1
1 DEFINITIONS	2
2 CONSTRUCTION OF THIS DEED	22
3 LEGAL BASIS	23
4 CONDITIONALITY	23
5 THE OWNER'S COVENANTS	24
6 THE COUNCIL'S COVENANTS	24
7 MISCELLANEOUS	24
8 WAIVER	26
9 CHANGE IN OWNERSHIP	26
10 INDEXATION	27
11 INTEREST	27
12 VAT	27
13 JURISDICTION	27
14 DELIVERY	28
FIRST SCHEDULE	
Details of the Owner's Title and description of the Site	29
SECOND SCHEDULE	
Details of the Application Plans specifications and particulars deposited	30
THIRD SCHEDULE	
Affordable Housing Matrix	31
FOURTH SCHEDULE	
Blank	32
FIFTH SCHEDULE	
The Owner's and Developers' covenants with the Council	33
SIXTH SCHEDULE	
The Council's covenants with the Owner's	46
SEVENTH SCHEDULE	
Community Centre and Other Facilities Terms and Conditions of Sale	47
EIGHT SCHEDULE	
Public Open Space Sports Facilities Terms and Conditions of Transfer	59
NINTH SCHEDULE	
Commutated Sums	70
Tenth Schedule	
Access Works drawings	71

Legend

 Application Boundary

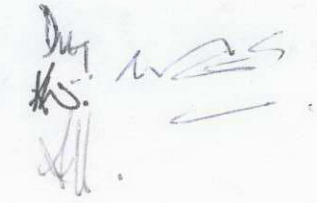


2547

Amphes
D. Schwanß
Karlheinz


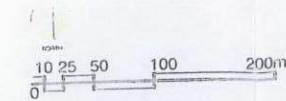
REV	DESCRIPTION	DATE
	Oxford LD1865-03/050	

LDA DESIGN

LANDSCAPE
URBAN
ENVIRONMENTAL
ECOLOGY

Hunts Grove
Plan A
D. Schwanß
Karlheinz


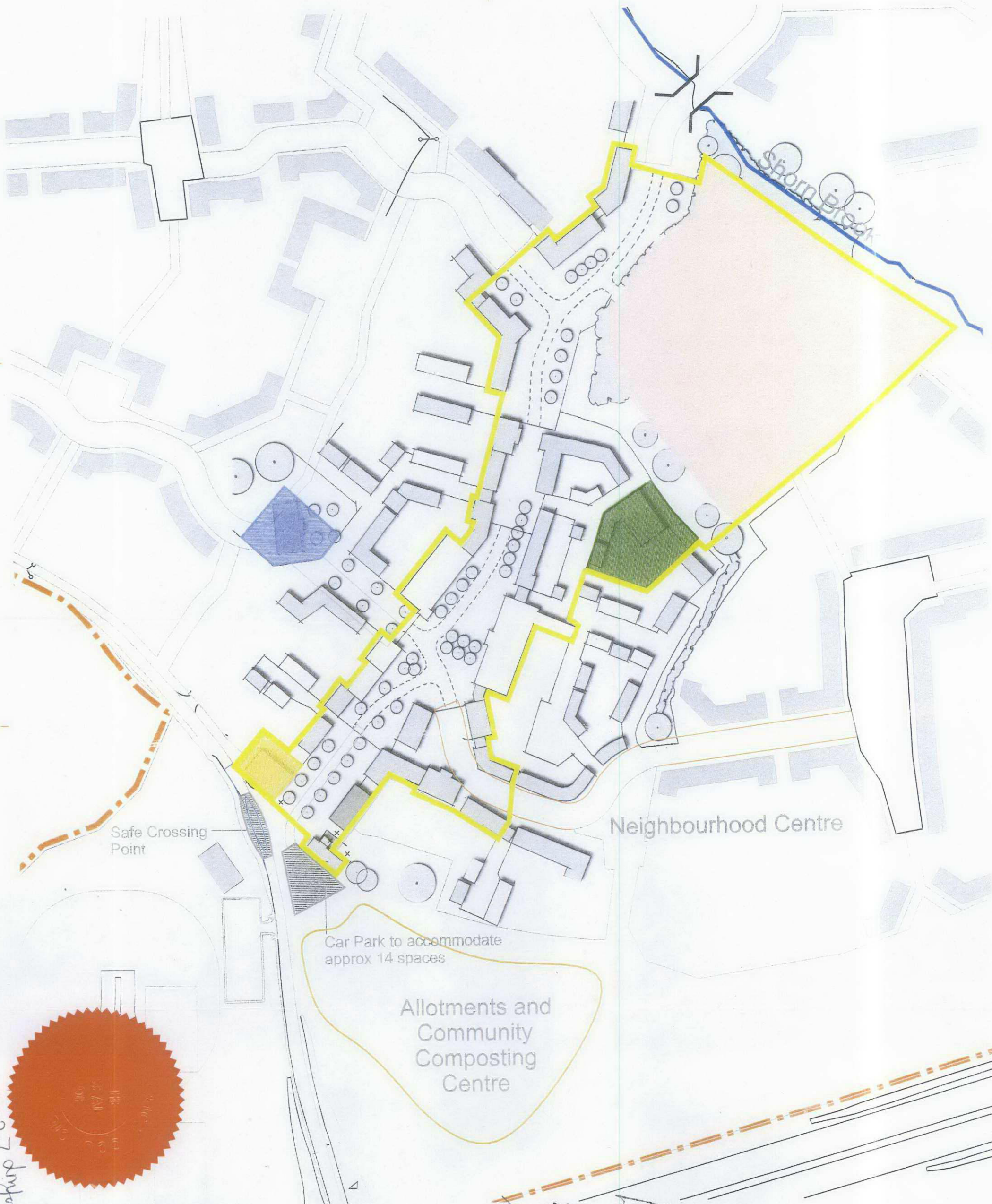
DATE	December 2007	DRAWN	JGP
SCALE	NTS	CHECKED	SS
STATUS	Draft	APPROVED	SS
DWG NO	2547/LO/HG106-4		



© LDA Design Consulting LLP. Quality Assured to BS EN ISO 9001 2000

XCAD

No dimensions are to be scaled from this drawing. All dimensions are to be checked on site. Area measurements for indicative purposes only. Based upon Ordnance Survey map with permission of the controller of H.M.S.O © Crown copyright. Reproduced under licence No. 189189



79227 drawings

© LDA Design Consulting LLP. Quality Assured to ISO 9001:2000

- Key**
- Site Boundary
 - Neighbourhood Centre Boundary
 - Primary School Site (1.9 hectares)
 - Church (0.12 hectares)
 - Community Hall / Sports Hall (0.065 hectares)
 - Doctors Surgery (0.2 hectares)
 - Residential
 - Allotments

Handwritten signatures and notes:
 [Signature]
 [Signature]
 [Signature]
 [Signature]

A Revision to primary school site
 REV DESCRIPTION
 MP: 21/01/05
 DATE: 05/01

Oxford
 T: 01865 861150
 F: 01865 867150

LDA DESIGN

HUNTS GROVE
 Plan 2

January 2005



Key

- Existing buildings
- Proposed buildings
- Existing roads
- Proposed roads
- Existing paths
- Proposed paths
- Existing trees
- Proposed trees
- Existing hedges
- Proposed hedges
- Existing ponds
- Proposed ponds
- Existing fences
- Proposed fences
- Existing walls
- Proposed walls
- Existing walls
- Proposed walls

Delvaney
Kerikita
[Signature]

2927

[Red circular stamp]

dmjones

REV	DESCRIPTION	DATE
0	Issue for planning	12/05/07
1	Issue for planning	12/05/07
2	Issue for planning	12/05/07
3	Issue for planning	12/05/07
4	Issue for planning	12/05/07
5	Issue for planning	12/05/07
6	Issue for planning	12/05/07
7	Issue for planning	12/05/07
8	Issue for planning	12/05/07
9	Issue for planning	12/05/07
10	Issue for planning	12/05/07
11	Issue for planning	12/05/07
12	Issue for planning	12/05/07
13	Issue for planning	12/05/07
14	Issue for planning	12/05/07
15	Issue for planning	12/05/07
16	Issue for planning	12/05/07
17	Issue for planning	12/05/07
18	Issue for planning	12/05/07
19	Issue for planning	12/05/07
20	Issue for planning	12/05/07
21	Issue for planning	12/05/07
22	Issue for planning	12/05/07
23	Issue for planning	12/05/07
24	Issue for planning	12/05/07
25	Issue for planning	12/05/07
26	Issue for planning	12/05/07
27	Issue for planning	12/05/07
28	Issue for planning	12/05/07
29	Issue for planning	12/05/07
30	Issue for planning	12/05/07
31	Issue for planning	12/05/07
32	Issue for planning	12/05/07
33	Issue for planning	12/05/07
34	Issue for planning	12/05/07
35	Issue for planning	12/05/07
36	Issue for planning	12/05/07
37	Issue for planning	12/05/07
38	Issue for planning	12/05/07
39	Issue for planning	12/05/07
40	Issue for planning	12/05/07
41	Issue for planning	12/05/07
42	Issue for planning	12/05/07
43	Issue for planning	12/05/07
44	Issue for planning	12/05/07
45	Issue for planning	12/05/07
46	Issue for planning	12/05/07
47	Issue for planning	12/05/07
48	Issue for planning	12/05/07
49	Issue for planning	12/05/07
50	Issue for planning	12/05/07
51	Issue for planning	12/05/07
52	Issue for planning	12/05/07
53	Issue for planning	12/05/07
54	Issue for planning	12/05/07
55	Issue for planning	12/05/07
56	Issue for planning	12/05/07
57	Issue for planning	12/05/07
58	Issue for planning	12/05/07
59	Issue for planning	12/05/07
60	Issue for planning	12/05/07
61	Issue for planning	12/05/07
62	Issue for planning	12/05/07
63	Issue for planning	12/05/07
64	Issue for planning	12/05/07
65	Issue for planning	12/05/07
66	Issue for planning	12/05/07
67	Issue for planning	12/05/07
68	Issue for planning	12/05/07
69	Issue for planning	12/05/07
70	Issue for planning	12/05/07
71	Issue for planning	12/05/07
72	Issue for planning	12/05/07
73	Issue for planning	12/05/07
74	Issue for planning	12/05/07
75	Issue for planning	12/05/07
76	Issue for planning	12/05/07
77	Issue for planning	12/05/07
78	Issue for planning	12/05/07
79	Issue for planning	12/05/07
80	Issue for planning	12/05/07
81	Issue for planning	12/05/07
82	Issue for planning	12/05/07
83	Issue for planning	12/05/07
84	Issue for planning	12/05/07
85	Issue for planning	12/05/07
86	Issue for planning	12/05/07
87	Issue for planning	12/05/07
88	Issue for planning	12/05/07
89	Issue for planning	12/05/07
90	Issue for planning	12/05/07
91	Issue for planning	12/05/07
92	Issue for planning	12/05/07
93	Issue for planning	12/05/07
94	Issue for planning	12/05/07
95	Issue for planning	12/05/07
96	Issue for planning	12/05/07
97	Issue for planning	12/05/07
98	Issue for planning	12/05/07
99	Issue for planning	12/05/07
100	Issue for planning	12/05/07

Oxford
 T: 01865 567350
 F: 01865 867126

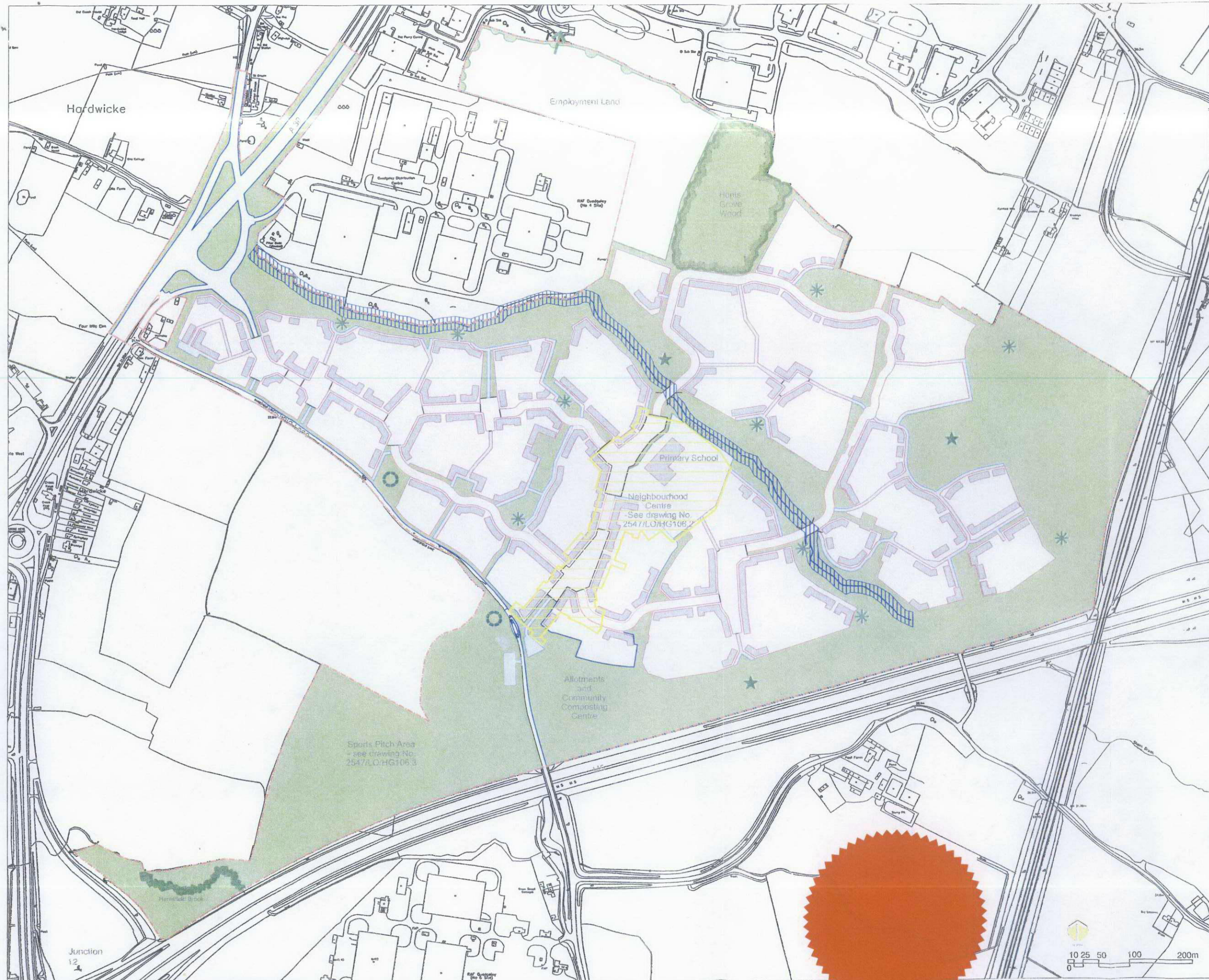
LDA DESIGN

HUNTS GROVE
Plan 3

DRAWN: AJo DATE: June 2007
 CHECKED: SS SCALE: 1:2500@A3
 APPROVED: MF STATUS: DRAFT

DRAWING NO: 2547/LO/HG106-3

No dimensions are to be scaled from this drawing. All dimensions are to be checked on site. Area measurements for indicative purposes only. Based upon Ordnance Survey map with permission of the controller of H.M.S.O. Crown copyright. Reproduced under licence No. 188189



- Key
- Site Boundary
 - Strategic Open Spaces
 - Neighbourhood Centre
 - Major Areas of Play (NEAPs)
 - Major Areas of Play (LEAPs)
 - Minor Areas of Play (SLAPs)
 - Hunts Grove Wood
 - Shorn Brook Corridor (8m offset from centre line)
 - Allotments / Community Composting Facility

Handwritten signatures and initials:

Andrew

Ken Wja.

[Signature]

[Signature]

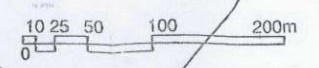
LDADesign

HUNTS GROVE

Plan 1

DRAWN	AJo	DATE	December 2007
CHECKED	SS	SCALE	NTS
APPROVED	MF	STATUS	DRAFT

DRAWING NO. 2547/LO/HG106-1



No dimensions are to be scaled from this drawing. All dimensions are to be checked on site. Area measurements for indicative purposes only. Based upon Ordnance Survey map with permission of the controller of H.M.S O.P. Crown copyright. Reproduced under licence No. 100109

2927 *Amores*

DATE

4 February

2008

PARTIES

- (1) **STROUD DISTRICT COUNCIL** of Council Offices Ebley Mill Stroud Gloucestershire GL5 4UB ("Council")
- (2) **COLETHROP FARM LIMITED** care of Woodward Hale of 38 Dollar Street Cirencester Gloucestershire GL7 2NA ("the First Owner")
- (3) **CREST NICHOLSON REGENERATION LIMITED** formerly Crest Strategic Projects Limited (Company Number 966061) of Crest House Pycroft Road Chertsey Surrey KT16 9GN ("the Developer")
- (4) **MARCUS BERESFORD HEYWOOD** of Mount Farm Haresfield Stonehouse GL10 3EQ ("the Second Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The First Owner is the registered proprietor of part of the Site with Title Absolute registered at the Land Registry under title number GR192357 and the registered proprietor of a leasehold interest under title number GR234869
- 3 The Second Owner is the freehold owner of the land shown hatched on Plan 1 A
- 4 The Developer has a leasehold interest in the Site registered at the Land Registry under title number GR239420
- 5 The Developer and the Owner have submitted the Application applying to the Council for permission to develop the Site in the manner and for uses set out therein and in the plans specifications and particulars deposited with the Council and forming part of the Application and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

6 The Council resolved on 24 April 2007 to grant the Planning Permission subject to the prior completion of this Deed and on having entered into the County Agreements

7 On 4 September 2007 the Secretary of State for Communities and Local Government in exercise of her powers under s 77 of the Act directed that the Application be referred to her for determination

8 The Blue Land is owned in fee simple by St Modwen Ltd (Company number 00892832) registered under title number GR283078 allocated for employment land and it is acknowledged that it shall not be developed for housing pursuant to the planning permission and is not subject to any obligation within this Agreement

9 Each obligation undertaken in this Deed by the Developer and the Owners is a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Access Works" Means that part of the Works (a) defined in the County Council Agreement (Highways) forming access from the public highway into the Development shown indicatively on the drawings attached to this Deed as the Tenth Schedule

"Act" Means the Town and Country Planning Act 1990 (as amended)

“Affordable Housing”

Means affordable housing including social rented and intermediate housing, provided to specified eligible households whose needs are not met by the market. Affordable housing should: Meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices; Include provision for the home to remain at an affordable price for future eligible households or if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

“Affordable Housing Land”

Means that part or parts of the Site upon which the Affordable Housing Units are to be erected in clusters of no more than 20 Affordable Housing Units such land being identified in the Hardwicke Area Schedule Summary indicated in blue on Plan no. 11470/225 rev A

“Affordable Housing Mix”

Means the affordable housing accommodation consisting of a tenure mix of 50% Social Rented Housing and Intermediate Housing of which no more than 10% shall be Intermediate Housing and 50% Shared Ownership Housing or such

other mix as may be agreed in writing by the Council

"Affordable Housing Services" Means connections to each Affordable Housing Unit or the Affordable Housing Land to mains services including gas water electricity sewerage and telephone services at its boundary to enable connections to be made thereto with sufficient vehicular and pedestrian access over the Application Site to serve each Affordable Housing Unit or the Affordable Housing Land which shall mean that footways and carriageways to serve each Affordable Housing Unit or the Affordable Housing Land will be fully constructed to the Highway Authority's adoptable standards or be subject to an agreement under section 38 of the Highways Act 1980 at the time of the transfer of the relevant Affordable Housing Unit or the Affordable Housing Land to the Registered Social Landlord and that each Affordable Housing Unit or the Affordable Housing Land is free from any form of contamination so that it can be fully utilised for the construction of an Affordable Housing Unit which shall mean that each Affordable Housing Unit shall not contain

contaminated substances protected species or archaeological remains

“Affordable Housing Unit(s)” Means the Dwellings with an EcoHomes rating of ‘very good’ which shall comprise not less than 30% of the total number of Dwellings within the Development together with, where appropriate their attendant curtilages to be provided (except as otherwise agreed in writing by the Council) in accordance with the Affordable Housing Matrix and to be constructed having regard where appropriate to the Housing Corporation Scheme Development and Eco Efficiency Standards (5th Edition) on the Affordable Housing Land as part of the development of the Site and that shall be Transferred (either as completed units or land with a contract to complete) to the Registered Social Landlord

“Affordable Housing Matrix” Means the types of Affordable Housing Units set out in the Third Schedule or otherwise as agreed with the Council

“Allotments” Means an area of 1.2 hectares of serviced land shown marked “Allotments and Community Composting Centre” on Plan 2 or such other area agreed in writing with the Council

"Allotment Contribution"	Means the sum of seventy five thousand pounds (£75,000) that may be payable to the Council towards the cost of the Allotment Works in the event that the Owner does not carry out the Allotment Works pursuant to this Agreement
"Allotment Works"	<p>Means the provision of:</p> <ul style="list-style-type: none"> <li data-bbox="718 649 1461 772">(i) 1.8 metre chain link fence to be erected around the perimeter of the Allotments; <li data-bbox="718 828 1461 1243">(ii) a car parking area sufficient to accommodate 14 cars shown hatched black and marked "Car Park to accommodate approx 14 spaces" on Plan 2 or such other area agreed in writing with the Council; <li data-bbox="718 1299 1461 1556">(iii) the safe crossing point shown cross hatched black and marked "Safe Crossing point" on Plan 2 or such other area agreed in writing with the Council; <li data-bbox="718 1612 1461 1657">(iv) 6 taps and 2 toilets within the Allotments
"All Weather Pitch"	Means the all weather pitch measuring 91.4 metres x 55 metres including fencing and floodlighting constructed to the Football Association artificial Pitch Guidelines dated May

2005 or any guidelines superseding those in the area shown edged green and marked "All weather pitch on Plan 3 or such other area agreed in writing with the Council

"Application" Means the application for outline planning permission dated 31 May 2006 submitted to the Council for the Development and allocated reference number S.06/1429/OUT more particularly set out in the Second Schedule

"Blue Land" Means the employment land show edged blue and marked "Employment Land" on Plan 1 A

"Burial Facilities Contribution" Means the sum of seventy five thousand pounds (£75,000) payable to the Council towards the cost of burial facilities

"Church Site" Means the Serviced site within the area shown coloured blue on Plan 2 or such other area agreed in writing with the Council

"Church Site Marketing Period" Means 3 years from the date at which the 300th Dwelling has been constructed

"CCTV" Means Closed Circuit Television covering the site

"CCTV contribution" Means the sum of fifty thousand pounds (£50,000) Index Linked towards the cost of installing CCTV

"Commencement of Development"

Means the date on which any material operation (as defined in Section 56 of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, the Access Works, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" "Commenced" and "Commence the Development" shall be construed accordingly.

"Community Centre Building"

Means a building as outlined in the Seventh Schedule and the specifications for which shall be in accordance with Part 2 of the Seventh Schedule and which shall incorporate space for indoor sports including badminton to be used solely for community purposes with associated car parking to the Council's standards the details of which are to be agreed with the Council in the

area shown coloured orange on Plan 2 or such other area agreed in writing with the Council

“Community Centre Contributions”

Means the Community Centre Equipment Contribution and the Community Centre Insurance Contribution

“Community Centre Equipment Contribution”

Means the sum of one hundred and sixty thousand pounds (£160,000) Index Linked towards management and fixtures and fittings payable on transfer of the Community Centre Building to the Council

“Community Centre Insurance Contribution”

Means the sum of twenty thousand pounds (£20,000) Index Linked towards insuring the Community Centre Building payable on transfer of the said building to the Council

“Community Composting Scheme Contribution”

Means the sum of fifty thousand pounds (£50,000) Index Linked payable in two equal instalments to the Council to enable the Council to provide composting facilities on the Composting Scheme Land

"Community Warden Contribution"	Means the sum of one hundred thousand pounds (£100,000) index linked payable to the Council towards the recruitment and appointment of a community warden or if the Council agree in writing a police officer
Commutated Maintenance Sum	Means the sums or parts thereof set out in the Ninth Schedule and referred to in the Fifth Schedule paragraphs 1.1.6 2.9 3.1 4.5 and 6.3 payable to the Council towards the maintenance costs of the open spaces and recreational facilities in accordance with paragraph 8 of the Sixth Schedule
"Completed"	Means practically complete save for minor snagging items such that it is reasonably fit for occupation or use save for the Community Centre which shall be to shell and core and the word "Completion" shall be construed accordingly
"Compost Bins"	Means the bins to be provided to each <u>Dwelling</u> with a garden upon first transfer of the Dwelling in the event that the Compost Bin Contribution is not paid to the Council
"Compost Bins Contribution"	Means the sum of £50 per Dwelling with a garden payable to the Council upon Completion of each

hundredth Dwelling in the event that the Owner and/or the Developer do not provide the Compost Bins and to be used by the Council for the provision of the Compost Bins

“Composting Scheme Land” Means the land reserved and set aside within the Allotments as agreed in writing by the Council for the purpose of establishing a composting scheme

“County Agreements” Means legal agreements to be entered into between the Owner the Developer and the County Council prior to the grant of the Planning Permission to address the requirements in respect of highways education and libraries

“County Council” Gloucestershire County Council

“Cricket Pitch” Means the pitch measuring 10550 square metres to be constructed in accordance with the English Cricket Board Guidelines dated March 2007 or any guidelines superseding those as part of the Sports Facilities unless otherwise agreed with the Council and shown edged orange and marked “Cricket Pitch” on Plan 3 or such other area agreed in writing with the Council

“Development” Means the Development of the Site for a mixed use development comprising up to 1750 dwellings, a business and local centre (A1, A2,

A3, B1, B2 and B8 use), community centre (capable of A1 to A5, C2, C3, D1, D2 and B1 use) sports facilities, play facilities with associated infrastructure, ground modelling and landscaping, including the demolition of existing buildings and hardstandings and remediation works as set out in the Application

"Doctors' Surgery Site"

Means the serviced site in the area shown coloured green on Plan 2 or such other area agreed in writing with the Council being 0.2 hectares within the Neighbourhood Centre

"Doctors Surgery Marketing Period"

Means 10 years from the date of the grant of the Planning Permission

"Dog Bin and Dog Sign Contribution"

Means the sum of fifteen thousand pounds (£15,000) payable to the Council towards the provision of dog bins and dog signs throughout the Development

"Drainage Contribution"

Means the sum of twenty five thousand pounds (£25,000) payable to the Council towards the cost of drainage works and maintenance in Hardwicke

"Dwelling"	Means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
"Equipped Play Areas"	Means the LEAPs the NEAPs the SLAPs and the LAP's and shall measure at least 0.99 hectare in total area
"Grass Sports Pitches"	Means those areas of the Site consisting of at least two senior pitches measuring 114 metres x 72 metres in total two junior pitches measuring 46 metres x 28 metres in total and 4 mini pitches all shown edged yellow blue and purple and marked "Senior Football Pitch" Junior Football Pitch" and "4 No. mini Football pitch" respectively on Plan 3 or such other area(s) agreed in writing with the Council
"Haresfield Brook"	Means the brook in the south west corner of the Site close to junction 12 of the M5 lined by tree and scrub vegetation shown marked "Haresfield Brook" on Plan 1
"Housing Need"	Means a person who is unable to compete in the local housing market as a result of the relationship between his or her income level and the rents or prices of such housing

"Hunts Grove Wood"	Means the area of broad-leaved semi-natural woodland marked "Hunts Grove Wood" on Plan 1
"Implement"	Means the Commencement of Development and the expressions "Implement" "Implemented" and "Implementation" shall be construed accordingly in the context of the Planning Permission
"Index"	Means all Items Index of Retail Prices issued by the Office for National Statistics provided that during any period where no such index exists, the index that replaces the same
"Index Linked"	Means adjusted in line with movements in the Index between the date of this Agreement and the date that the particular payment falls due
"Interest"	Means Interest at three per cent (3%) above the base-lending rate of the National Westminster Bank Plc from time to time
"Intermediate Affordable Housing"	Means 10% of the Affordable Housing Units constructed on the site or such other percentage as may be agreed in writing by the Council and that is housing at rents above those of social rent but below market rents and which meets the needs of eligible households including availability at a cost low enough for them to afford

determined with regard to local incomes and local house prices

"LAP"

Means the abbreviation for local area for play and means a play area within the residential areas of the Development mostly for pre-school children containing a fenced off zone of an average of 100 square metres, each site to be overlooked by housing, pedestrian routes or other well used facilities surrounded by the LAP Buffer Zone

"LAP Buffer Zone"

means a zone of 5 metres minimum depth provided between the activity zone and the forward-most part of the next dwelling that faces the LAP where gable end or other exposed walls shall be protected from use for ball games by providing a strip of dense planting of 1 metre minimum depth.

"LEAP"

Means the abbreviation for locally equipped area for play and means an equipped play area for children of early school age containing a fenced activity zone of an average of 400 sq. metres and containing at least five pieces of play equipment complying with BSEN1176 and surfaces complying with BSEN1177 surrounded by the LEAP Buffer Zone and shown by broken circles

on Plan 1 or in other area(s) agreed in writing with the Council

"LEAP Buffer Zone"

Means a zone not less than 10 metres in depth between the edge of the activity zone and the boundary of the nearest property containing a Dwelling including a strip of dense planting of 1 metre minimum depth

"NEAP"

Means the abbreviation for neighbourhood equipped area for play and means a site which is designated and equipped mainly for older children containing a fenced activity zone of 1000 sq. metres in an area that is divided into two parts one containing at least eight types of play equipment complying with BSEN 1176 and surfacing complying with BSEN 1177 and the other provided with a hard surface of at least 465 square metres surrounded by the NEAP Buffer Zone and shown by stars on Plan 1 or in other area(s) agreed in writing with the Council

"NEAP Buffer Zone"

Means a zone of not less than 30 metres depth between the activity zone and the boundary of the nearest property containing a Dwelling including a strip of dense planting of 1 metre minimum depth

“Neighbourhood Centre”	Means the neighbourhood centre shown edged yellow on Plan 2 and the Church Site or such other area(s) agreed in writing with the Council in writing and of no less than 5.6 hectares
“Open Market Dwelling”	Means a Dwelling that is not an Affordable Housing Unit
“Occupation” and “Occupied”	Means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
“Owner”	Means the First Owner and the Second Owner
“Phase”	Means each separate phase or section of the Development as approved by the Council in writing pursuant to the Planning Permission
“Phasing Plan”	means the plan to be approved by the Council in writing pursuant to the Planning Permission
“Plan 1”	means the plan attached hereto and marked “Plan 1”
“Plan 2”	Means the plan attached to this Agreement and marked “Plan 2”

“Plan 3”	Means the plan attached to this Agreement and marked “Plan 3”
“Plan 4”	Means the plan attached to this Agreement and marked “Plan 4”
“Planning Permission”	The outline planning permission subject to conditions that may be granted by the Secretary of State for Communities and Local Government
“Public Art Contribution”	Means the sum of fifty thousand pounds (£50,000) payable to the Council in the event that the Public Art is not provided in accordance with paragraph 9 of the Fifth Schedule and to be used towards the provision of 5 pieces of art within the Public Realm entirely at the discretion of the Council in terms of size nature artistic influence and geographical location within the Site
“Public Art”	Means the construction on the Site of five pieces of art which together shall not be below a value of £50,000
“Public Realm”	Means the areas open to the public within the Site which shall be subject to surveillance
“Public Open Spaces”	Means the provision of 26.75 hectares of public amenity open space and Hunts Grove Wood

Shorn Brook and Haresfield Brook including any drainage and/or ditches and/or ponds

“Qualifying Person”

Means a person accepted by the Council or the Registered Social Landlord as being in Housing Need who would qualify for Affordable Housing in accordance with the policies of the Council current at the relevant time

“Registered Social Landlord”

Means a Registered Social Landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Housing Corporation pursuant to Section 3 of that Act and has not been removed from the register pursuant to Section 4 of that Act or other body nominated by the Council and registered with the Housing Corporation, or such other body approved and nominated by the Council or such other body nominated by the Developer and approved by the Council and the expression “RSL” shall be construed accordingly

“Services”

Means the supply of water electricity and if appropriate gas radio television telephone and other audio visual and data signals and the disposal of foul and surface water and Serviced shall be construed accordingly

"Shared Ownership Housing Units"	Means 50% of those Affordable Housing Units constructed on the Site or such number that may be agreed with the Council in writing and to be let by way of shared ownership lease
"Shorn Brook"	Means the prominent watercourse within the Site running through the central area of the Site as shown hatched blue on Plan 1 lined by trees and scrub vegetation
"Site"	Means the land against which this Deed may be enforced as shown edged red on Plan 4 but excluding the Blue Land
"SLAP"	Means the abbreviation for super area for play of an average of 200 square metres with two pieces of play equipment in the locations shown by asterisks on Plan 1 or such other area(s) agreed in writing with the Council
"Social Rented Housing"	Means 40% of the Affordable Housing Units constructed on the site or such other percentage as may be agreed in writing with the Council and that shall be rented housing owned and managed by local authorities or a Registered Social Landlord for which guideline target rents are determined through the national rent regime. It

may also include rented housing owned or managed by other persons and provided under equivalent rental arrangements to the above, as agreed with the local authority or with the Housing Corporation as a condition of grant

“Sports Facilities”

Means the All Weather Pitch the Grass Sports Pitches the Cricket Pitch and the Sports Pavilion meeting National Playing Fields’ Association requirements together with associated car parking measuring in total no less than 4.53 hectares

“Sports Pavilion”

Means a 330 square metres single storey building designed and fitted out in accordance with Sport England guidelines to be provided in the area shown marked "Sports Pavilion" on Plan 3 or such other area agreed in writing with the Council

“Substantiated Offer”

means an offer which reflects the market value for the land in accordance with the RICS Appraisal and Valuation Standards

“Transfer”

Means a transfer executed by the transferor and delivered to the transferee unconditionally released for completion and “Transferred” shall be interpreted accordingly

"Waste Bins"	Means waste bins to be provided to each Dwelling with a garden upon the first transfer of each Dwelling in the event that the Waste Bin Contribution is not paid to the Council
"Waste Bins Contribution"	the sum of £50 per Dwelling with a garden to be paid to the Council in the event that the Owner and/or the Developer does not provide the Waste Bins and to be used by the Council for the provision of the Waste Bins
"Water Butts"	Water butts to be provided by the Developer or the Council to each Dwelling with a garden upon the first transfer of each Dwelling
"Water Butts Contribution"	the sum of £35 per Dwelling with a garden to be paid to the Council in the event that the Developer does not provide the Water Butts and to be used by the Council for the provision of the Water Butts

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Sections 111 and 120 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner and/or the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Developer and/or the Owner.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
- (i) the grant of the Planning Permission; and

(ii) the Commencement of Development

SAVE FOR the provisions of clause 7.1 (legal costs) clause 7.3 (registration as local land charge) clause 13 (jurisdiction) and clause 14 (delivery) which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S AND THE DEVELOPERS' COVENANTS

5.1 The Developer and the Owner covenant with the Council as set out in the Fifth Schedule.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Developer and the Owner as set out in the Sixth Schedule.

7 MISCELLANEOUS

7.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £25,000 and

7.2 The Developer shall pay to the Council upon the grant of the Planning Permission a management charge of seventy five thousand pounds (£75,000) for monitoring of compliance with this Agreement.

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement or their successors in title

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Developer and the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be

unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Development Services and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or in the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.10 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings nor against those deriving title from them and the terms of this Agreement should not bind an individual residential occupier of a Dwelling

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

7.12 Upon the satisfaction of any obligation under this Agreement the Council shall forthwith upon the receipt of a written demand for such provide the Owner and the Developer with written confirmation of the satisfaction of that obligation

8 WAIVER

8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site save for any transfer to the Developer and/or in respect of a Dwelling and/or where such transfer is made as a result of any obligation contained in this Agreement and which occurs before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10 INDEXATION

- 10.1 Any sum referred to in the Fifth Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

11 INTEREST

- 11.1 If any payment due to the Council under this Deed is paid late, Interest will be payable from the date payment is due under the terms of this Agreement to the date of payment.

12 VAT

- 12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 JURISDICTION

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

14 DELIVERY

- 14.1 Subject to Clause 4 the provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

15. INDEMNITIES

- 15.1 The Developer hereby indemnifies the Owners against all obligations under this Deed and conditions contained in the Planning Permission that are triggered by the Developers purchasing and developing any part of the site.

15.2 The Developer hereby indemnifies the Owners against any obligations under this Deed and conditions contained in the Planning Permission which are not in the absolute control of the Owners and are effective prior to commencement of Development.

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

1. All that land at Hunts Grove, Hardwicke Gloucestershire as is shown edged in red on Plan 1 registered at the Land Registry under freehold title number GR192357, and leasehold title numbers GR234869 and GR239420 and that land that is in the freehold ownership of the Second Owner shown hatched black on Plan 1 but which excludes the Blue Land

SECOND SCHEDULE

The Application

Application Number S.06/1629/OUT for mixed use, including residential and employment, with associated community facilities and services, including a new primary school, local shopping facilities, community centre, community offices, medical and other practices, public house and open space.

THIRD SCHEDULE

AFFORDABLE HOUSING MATRIX

AFFORDABLE HOUSING ACCOMMODATION AND TENURE MIX

Social Rented and maximum indicative Intermediate Housing mix (indicative Intermediate Housing mix in brackets and if provided to be deducted from the total numbers):

	Total	(indicative Intermediate Housing)
2 bedroomed flats	70	(14)
2 bedroomed houses	84	(16)
3 bedroomed houses	79	(16)
4 bedroomed houses	29	(6)
	<u>262</u>	<u>(52)</u>

Shared Ownership Housing

1 Bedroom flats	56
2 Bedroomed flats	84
2 Bedroomed houses	76
3 Bedroomed houses	47
	263
Total number	525

FOURTH SCHEDULE [LEFT BLANK]

FIFTH SCHEDULE

The Owner's and the Developer's Covenants with the Council

1. PROVISION OF PLAY AREAS AND EQUIPPED PLAY AREAS

1.1 The Owner and/or the Developer shall:

1.1.1 Include in the reserved matters applications for a Phase in which an Equipped Play Area is to be sited as shown on the Phasing Plan the location site area and specifications of that Equipped Play Area so that there shall be in total within the Development 10 SLAPs 15 LAPs 2 LEAPs and 3 NEAPs

1.1.2 Ensure that the Equipped Play Area(s) are completed in accordance with the timetable set out in 1.1.3 to 1.1.6 below

1.1.3 Not permit the Occupation of any more than 50% of the Dwellings in the Phase within which an Equipped Play Area is to be constructed until the said Equipped Play Area(s) within that Phase is completed

1.1.4 Prior to opening each Equipped Play Area entirely fence each such area with self-closing gates

1.1.5 Ensure that at all times from completion up until Transfer by or to the Council the Equipped Play Areas are managed and maintained in accordance with a management and maintenance plan which is to be agreed in writing with the Council prior to constructing the same save that where the Council have failed to approve or refuse such plan within 21 days of its submission in writing to it then such plan shall be deemed to be approved

1.1.6 At any time after completion of each of the Equipped Play Areas to the satisfaction of the Council the Owner and/or the Developer (as appropriate) shall Transfer that

Equipped Play Area(s) to the Council in accordance with the Eighth Schedule and upon the date of the completion of that transfer pay to the Council the Commuted Maintenance Sum for that Equipped Play Area(s) multiplied by 10 minus the Commuted Maintenance Sum for that Equipped Play Area(s) (being the Commuted Maintenance Sum set out in parts 6, 7 and 13 of the Ninth Schedule) multiplied by the number of years (including parts of years) that the Owner and/or the Developer has maintained the Equipped Play Area(s) between completion and Transfer of the play Area(s)

1.1.7 Potential purchasers of Dwellings adjoining an Equipped Play Area shall be notified prior to entering into a contract for sale of the Dwelling

2. PROVISION OF PUBLIC OPEN SPACES

2.1 The Owner and/or the Developer shall include as part of the submission of the Phasing Plan details of the timing of the provision of the Public Open Spaces and the Owner and the Developer shall provide the Public Open Spaces in accordance with the approved Phasing Plan

2.2 The Public Open Spaces for each Phase shall be Completed to the satisfaction of the Council before the Occupation of more than 75% of the Dwellings within that Phase or as otherwise agreed with the Council

2.3 Occupation of more than 1250 Dwellings shall not be permitted until all of the Public Open Spaces are Completed

2.4 Before the first Occupation of a Dwelling the Owner and/or the Developer shall pay to the Council the Dog Bin and Dog Sign Contribution

- 2.5 The Owner and/or the Developer shall notify the Council in writing of the Completion of the Public Open Spaces or any constituent part of the Public Open Spaces within 4 weeks of such date
- 2.6 The Owner and/or the Developer (as appropriate) shall Transfer the Public Open Spaces to the Council in accordance with the Eight Schedule before the Occupation of any more than 1500 Dwellings or such later date as may be agreed with the Council
- 2.8 The Owner and/or the Developer shall maintain the Public Open Spaces from Completion until Transfer
- 2.9 The Owner and/or the Developer shall pay to the Council upon the completion of the transfer of the Public Open Spaces the Commuted Maintenance Sum for the Public Open Space(s) (being the Commuted Maintenance Sum set out in parts 8, 9, 10, 11, 12 and 15 of the Ninth Schedule) multiplied by 10 minus the Commuted Maintenance Sum for such Public Open Space(s) multiplied by the number of years that the Owner and/or the Developer has maintained the same between the date of their Completion and their Transfer

3. PROVISION OF SPORTS AND FACILITIES

- 3.1 Occupation of more than 500 Dwellings on the Site shall not be permitted until the Sports Facilities are Completed
- 3.2 The Owner and/or the Developer shall ensure that at all times until Transfer to the Council the Sports Facilities are managed in accordance with a management and maintenance plan that is to be submitted and approved by the Council save that

where the Council have failed to approve or refuse such plan within 28 days of its submission in writing to it then such plan shall be deemed to be approved

- 3.3 The Owner and/or Developer shall notify the Council in writing of the Completion of the Sports Facilities within 4 weeks of such date
- 3.4 The Owner and/or the Developer (as appropriate) shall Transfer the Sports Facilities to the Council in accordance with the Eighth Schedule before the Occupation of more than 1500 Dwellings or such later date as may be agreed with the Council
- 3.5 The Owner and/or the Developer shall pay to the Council upon the completion of the transfer of the Sports Facilities the Commuted Maintenance Sum for the Sports Facilities (being the Commuted Maintenance Sum set out in parts 1, 2, 3, 4 and 5 of the Ninth Schedule) multiplied by 10 minus the Commuted Maintenance Sum for such Sports Facilities multiplied by the number of years that the Owner and/or the Developer has maintained the same between the date of their Completion and their Transfer

4. PROVISION OF THE COMMUNITY CENTRE BUILDING

- 4.1 The Owner and/or the Developer shall include as part of the submission for the reserved matters for the Phase in which is situated the Community Centre Building the location of that Community Centre Building and the Community Centre Building shall be constructed in that location
- 4.2 Occupation of more than 1000 Dwellings on the Site shall not be permitted until the Community Centre Building is Completed and the Community Centre Contributions have been paid

- 4.3 The Owner and/or the Developer shall ensure that at all times until Transfer to the Council the Community Centre Building is managed in accordance with a management and maintenance plan that is to be submitted and approved by the Council save that where the Council have failed to approve or refuse such plan within 28 days of its submission in writing to it then such plan shall be deemed to be approved
- 4.4 The Owner and/or the Developer shall notify the Council in writing within 1 month of Completion to shell and core of the Community Centre Building
- 4.5 At any time after Completion of the Community Centre Building but which shall not be later than 2 months after such Completion the Owner and/or the Developer (as appropriate) shall Transfer the Community Centre Building including all rights of access and drainage necessary in order to reasonably operate the Community Centre as a Community Centre Building to the Council in accordance with Part 1 of the Seventh Schedule and upon completion of that transfer pay to the Council the Commuted Maintenance Sum for the Community Centre set out in Part 15 of the Ninth Schedule multiplied by 10 minus the Commuted Maintenance Sum for the Community Centre Building multiplied by the number of years (including parts of years) that the Owner and/or the Developer has maintained the Community Centre Building between Completion and completion of the transfer of the Community Centre

5. PROVISION OF NEIGHBOURHOOD CENTRE

- 5.1 Within the Neighbourhood Centre 0.12 hectares of Serviced land shall be set aside for the development of a place of worship and marketed as such for the Church

Site Marketing Period the Owner and/or the Developer (as appropriate) shall within the Church Site Marketing Period accept any offers Substantiated Offers for Church Site and upon the expiry of that period if there has not been any transfer of the Church Site then the Church Site shall be released from all restrictions contained in this clause

5.2 Within the Neighbourhood Centre 0.2 hectares of Serviced land shall be set aside for the development of a Doctors' Surgery and marketed as such for the Doctors' Surgery Marketing Period (and the Owner and/or Developer shall within the Doctors' Surgery Marketing Period be bound to accept any Substantiated Offers for the Doctor's Surgery Site) and upon the expiry of that period if there has not been any transfer of the Doctors' Surgery Site then the Doctor's Surgery Site shall be released from all restrictions contained in this clause

5.3 The Owner and/or the Developer shall include as part of the submission for the reserved matters for the Phase in which is situated the Doctors' Surgery Site the location of that Doctors' Surgery Site

5.4 A foodstore shall be provided in accordance with the Planning Permission within the Neighbourhood Centre and shall be Completed and open for trading before the Occupation of 650 Dwellings PROVIDED THAT in the event that the Owner and/or the Developer can produce to the Council evidence that they have not received a Substantiated Offer for that foodstore prior to the Occupation of the 650th Dwelling the Owner and the Developer shall be released from the obligation contained in this clause

5.5 A public house shall be provided in accordance with the Planning Permission within the Neighbourhood Centre and shall be Completed and open for trading before the Occupation of 750 Dwellings PROVIDED THAT in the event that the Owner and/or

the Developer can produce to the Council evidence that they have not received a Substantiated Offer for that public house prior to the Occupation of the 1750th Dwelling the Owner and the Developer shall be released from the obligation contained in this clause

- 5.6 The Owner and/or the Developer shall produce to the Council (within 28 days of written demand) all offers that have been made for respectively the Church Site Doctors Surgery the foodstore and the public house mentioned in paragraphs 5.1, 5.2, 5.4 and 5.5 respectively

6. ALLOTMENTS BURIAL GROUND COMPOSTING AND DRAINAGE

- 6.1 Occupation of more than 500 Dwellings on the Site shall not be permitted until the Allotments are finished and in accordance with clause 6.2 to 6.4 have been made available and either the Allotment Works have been completed or the Allotment Contribution has been paid to the Council
- 6.2 The Owner and/or the Developer shall ensure that at all times until Transfer to the Council the Allotments are managed in accordance with a management and maintenance plan that is to be submitted and approved by the Council in writing save that where the Council have failed to approve or refuse such plan within 28 days of its submission in writing to it then such plan shall be deemed to be approved
- 6.3 At any time after Completion of the Allotments but before the Occupation of 1500 Dwellings the Owner and/or the Developer (as appropriate) shall Transfer the Allotments to the Council and pay to the Council upon the completion of the transfer of the Allotments the Commuted Maintenance Sum for the Allotments

(being the Commuted Maintenance Sum set out in part 14 of the Ninth Schedule) multiplied by 10 minus the Commuted Maintenance Sum for the Allotments multiplied by the number of years that the Owner and/or the Developer has maintained the same between the date of their Completion and their Transfer

- 6.4 The Owner and/or Developer shall notify the Council in writing within 1 month of the Completion of the Allotments
- 6.5 Occupation of no more than 1000 Dwellings shall be permitted until the Burial Facilities Contribution has been paid to the Council
- 6.6 Occupation of no more than 100 Dwellings shall be permitted until 50% of the Community Composting Scheme Contribution has been paid to the Council.
- 6.7 The Owner and/or the Developer shall pay to the Council 50% of the Community Composting Scheme Contribution one calendar year after the payment has been made pursuant to paragraph 6.6
- 6.8 The Owner and/or the Developer shall provide Compost Bins upon first transfer of a Dwelling with a garden
- 6.9 In the event that the Owner and/or the Developer has not provided the Compost Bins in accordance with paragraph 6.8 of this Fifth Schedule the Owner and/or the Developer shall pay the Council the Compost Bins Contribution upon the Completion of each one hundredth Dwelling with a garden
- 6.10 Occupation of no more than 100 Dwellings shall be permitted until the Owner and/or Developer has paid to the Council the Drainage Contribution

7. CCTV AND COMMUNITY WARDEN

- 7.1 Prior to first Occupation of the Development the Owner and/or the Developer shall pay the CCTV Contribution to the Council which shall be used by the Council to increase the CCTV monitoring capacity within the Public Realm
- 7.2 The Owner and/or the Developer shall pay the Community Warden contribution to the Council as follows:-
- 7.2.1 prior to the Occupation of 800 Dwellings 25% of the Community Warden Contribution
- 7.2.2 prior to the Occupation of 1000 Dwellings 25% of the Community Warden Contribution
- 7.2.3 prior to the Occupation of 1200 Dwellings 25% of the Community Warden Contribution
- 7.2.4 prior to the Occupation of 1400 Dwellings 25% of the Community Warden Contribution

WEB SITE

- 8.3 The Owner and/or the Developer shall prior to occupation of 150 Dwellings set up or cause to be set up a website and maintain the same displaying information in relation to the Development and its local area until the earlier of such time that the management of the website is taken over by the local community or 10 years from the date of Commencement

9. PUBLIC ART

- 9.1 To include as part of the Development five (5) permanent works of Public Art to the value of the Public Art Contribution which is integral to the Development and permanently affixed to the Site the precise nature of the works of art and its precise locations on the Site to be approved by the Council prior to Occupation of any part of the Development
- 9.2 The said work shall be provided on or before the Occupation of 1600 Dwellings
- 9.3 In the event that the Owner and/or the Developer has failed to provide the Public Art before the Occupation of 1600 Dwellings to pay the Public Art Contribution to the Council within 28 days of written demand from the Council which shall not be a valid demand unless it is served after the Occupation of 1600 Dwellings

10. AFFORDABLE HOUSING

10.1 General Provisions

- 10.1.1 The Developer and the Owner covenant as follows in relation to the Affordable Housing provision on the Site:
- 10.1.2 No Development shall take place on a Phase of the Development until such time as the Developer and/or the Owner shall have submitted to the Council a plan showing the location mix and type of Affordable Housing Units within that Phase in accordance with the Affordable Housing Mix and the Affordable Housing Matrix save that it is agreed that Phase 1 (for which the Owner and the Developer agree shall not consist of any more than 300 Dwellings) may consist of 20% of the total of the Affordable Housing to be provided
- 10.1.3 Not to commence any construction of Open Market Dwellings in any Phase of the Development until the Council has approved in writing the plan referred to in

paragraph 10.1.2 relating to that Phase provided always that such approval should be deemed to be given by the Council unless refused by the Council within 2 calendar months of the date of the submission of the plan

10.1.4 To implement and carry out each Phase of the Development in accordance with the plans programmes and scheme as approved or deemed approved by the Council pursuant to paragraph 10.1.3

10.1.5 Ensure that the Social Rented Housing Shared Ownership Housing and Intermediate Affordable Housing Units shall be managed by one or more Registered Social Landlords

10.1.6 Not to Occupy or cause or permit the Occupation of more than 75% of the Open Market Dwellings within any Phase until either the Affordable Housing Units in that same Phase are Completed and Transferred to the Registered Social Landlord or there has been a Transfer of the Affordable Housing Land in that same Phase with a contract to construct the Affordable Housing Units within that same Phase to the Registered Social Landlord and in the event that the Affordable Housing Land is Transferred to a Registered Social Landlord not to Occupy any more than 90% of the Open Market Dwellings within that Phase until the Affordable Housing Units in that same Phase are Completed

10.1.7 The Developer and the Owner covenant with the Council that they will provide the Affordable Housing Services to the Shared Ownership Housing Units and the Social Rented Housing Units or the Affordable Housing Land

10.1.8 It is hereby agreed by the Developer and the Owner that the Shared Ownership Housing Units and the Social Rented Housing and the Intermediate Affordable Housing and the land on which they are erected or the Affordable Housing Land shall be Transferred to a Registered Social Landlord in accordance with paragraph

10.1.6 and a certified copy of that Transfer shall be sent to the Council within 28 days of the date of such Transfer

10.1.9 The identity of the Registered Social Landlord for the purposes of paragraphs 10.1.6 and 10.1.8 shall be first submitted to the Council

10.1.10 The terms of paragraph 10 of this Agreement shall cease and shall not apply to the relevant Affordable Housing Unit upon:

10.1.10.1 The exercise by any person of any statutory right to acquire or right of enfranchisement of the Affordable Housing Unit

10.1.10.2 The exercise of a power of sale by a mortgagee or the sale by a receiver appointed by such mortgagee of the Affordable Housing Unit pursuant to statutory powers or the provisions of a mortgage or charge **SAVE THAT** any such mortgagee or receiver of a Registered Social Landlord shall first have obtained a certificate from the Housing Corporation that it has complied with the provisions of sections 39-50 of the Housing Act 1996

10.1.10.3 On the purchase by a lessee of a Shared Ownership Housing Unit of the freehold reversion whether by staircasing to 100% of the equity or otherwise

10.2 Covenants as to the Use of the Affordable Housing dwellings

10.2.1 The Social Rented Housing shall only be used for the provision of housing to those Qualifying Persons on the Council's register of housing need or transfer list and or those Qualifying Persons on the relevant Registered Social Landlord's register of housing need or transfer list and each Affordable Housing Unit shall be deemed to contribute to the need for Affordable Housing

10.2.2 Each unit of the Shared Ownership Housing and Intermediate Housing shall first be offered to a Qualifying Person on the Council's register of housing need or transfer

list and or those Qualifying Persons on the relevant Registered Social Landlord's register of housing need or transfer list for a period of 2 months after which time if that person has not agreed to accept that unit and entered into any lease or other binding agreement to take such unit the Registered Social Landlord may offer and allow occupation of such unit to any other person on its register

11. THE BLUE LAND

Not make an application for planning permission to enable housing to be constructed on the Blue Land

SIXTH SCHEDULE

The Council's Covenants

Repayment of contributions

1. The Council hereby covenants with the Developer and the Owner to use all sums received from the Developer and/or the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and/or the Developer and the Council shall agree .
2. The Council covenants with the Developer and the Owner that it will pay to the Developer or the Owner (being the party who made the payment) within 28 days of a written request for the same or 28 days from the date of any request made under paragraph 3 of this Fifth Schedule such amount of any payment made by the Developer or the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within five years of the date of receipt by the Council of such payment together with interest at the National Westminster Bank plc base rate from time to time for the period from the date of payment to the date of refund.
4. The Council shall provide to the Developer or the Owner such evidence, as the Developer or the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Developer or the Owner under this Deed within 3 months of the date of such request and in default of the Council providing such evidence within those 3 months the Council shall be deemed not to have expended such sums.

Discharge of obligations

- 5 At the written request of the Developer or the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Approval of the Community Centre Building details

- 6 To consider the details of the Community Centre Building in the context of the relevant application for approval of reserved matters.

Transfer

- 7 The Council shall execute and complete any Transfer under this Agreement within 2 months from the date of that Transfer

Maintenance

- 8 The Council shall maintain and manage the Public Open Space Sports Facilities Equipped Play Areas LAP's and Community Centre Building from the date of Transfer of the same in accordance with any management and maintenance plan that had been submitted to and approved by the Council by the Owner and/or the Developer

SEVENTH SCHEDULE

Part 1

Community Centre and other facilities Terms and Conditions of Sale

1. Definitions

In this Schedule:

- 1.1 "Completion" means actual completion of the site the subject of this Schedule.
- 1.2 "Green Land" means the land shown edged green on Plan [] forming part of the land registered at the Land Registry under Title No. GR192357 the registered proprietor of which is the First Owner
- 1.3 "the Price" means the sum of £1.
- 1.4 "the Property" means the land to be transferred as either a Community Centre Building or Allotments as appropriate in accordance with this Agreement
- 1.5 "Retained Land" means the land retained by the Owner/Developer shown edged [] on Plan .
- 1.6 "Service Media" means sewers, channels, drains, pipes, watercourses, mains, wires, cables, pillars, turrets, aerials, amplifiers, receivers, poles, soakaways and any other apparatus for the Services.
- 1.7 "Services" means the supply of water, electricity and if appropriate gas and radio, television, telephone and other audio visual and data signals and the disposal of foul and surface water.

1.8 "the Standard Conditions" shall mean the Standard Commercial Property Conditions (First Edition) and all references in the Standard Conditions to "the Property" shall be deemed to be references to the Property.

2. The Councils shall not be required to complete before 9.30 a.m. or after 4.30 p.m. on a Working Day nor at any time on a day which is not a Working Day.

3. APPLICATION OF THE STANDARD CONDITIONS

3.1 The Property is sold subject to the Standard Conditions so far as they are not varied by or inconsistent with this Schedule and are applicable to a sale by private treaty.

3.2 Standard Conditions 1.1.1(j), 2.2, 4.1, 5.2.5 and 6.3.7(a) shall not apply.

3.3 The prescribed rate of interest defined in Standard Condition 1.1.1(d) shall be four per cent per annum above the Base Lending Rate from time to time of Barclays Bank plc.

3.4 The words "less any money which the seller has reasonably expended in reinstating the property either at the request of the buyer or in the interests of good estate management" at the end of Standard Condition 5.1.2(f)(i).

3.5 The words "Completion date is twenty working days after the date of the contract but" shall be deleted from Standard Condition 6.1.1.

3.6 Where the Council is allowed access to or occupation of the Property prior to Completion in order to carry out works or installations the provisions of Standard Condition 5.2 (as varied above) shall apply. The Council shall have no claim against the Owner/Developer for and shall indemnify them in respect of all liabilities, costs and expenses arising from the death of or injury to any person at the Property or the loss of or damage to any property real or personal.

4. Title

4.1 The Property is sold subject to and where appropriate with the benefit of:

4.1.1 all matters capable of registration as Local Land Charges or otherwise whether registered or not;

4.1.2 all notices served and proposals, requirements or agreements made by or (as the case may be) with any competent authority;

4.1.3 all overriding interests as defined in the Land Registration Act 2002;

4.1.4 any covenants, easements, rights or other matters affecting the Property or of which the Property has the benefit.

4.2 The Council shall accept the title of the Owner/Developer to the Property which has been deduced in full to the Council and shall not raise any requisition or objection in respect of the title to the Property except in respect of matters arising in the period between the date of this Agreement and Completion.

4.3 The Owners/Developers shall sell with full title guarantee free of financial charges.

5. **No Representations**

5.1 This Schedule incorporates the entire contract between the parties and the Council acknowledges that it has not relied on any advertisement or other matter issued by the Owner Developer or the Developer's agents or in reliance on any statements or representations made to the Council save those written statements of the Developers' Solicitors made before the date of this Agreement in reply to any written enquiries raised by the Council.

5.2 If there are any side letters relating to this transaction it is expressly agreed that although they may have legal force as representations collateral contracts or in some other way they do not form part of this Schedule.

6. VAT

6.1 Within 10 Working Days prior to Completion the Seller shall produce to the Council a copy of the acknowledgement by HM Customs and Excise of the Seller's Notice opting to waive exemption to charge VAT in respect of the Property (if any).

6.2 Within 10 Working Days after receipt from the Council of any VAT under this Schedule the Owner/Developer will issue a VAT invoice to the Council.

7. Restrictive Covenant

The transfer shall contain restrictive covenants by the Council with the First Owner with the intent to bind the Property and each and every part of such Property (whoever may be the owner of it) and for the benefit to annex and enure for each and every part of the Green Land (and to be enforceable by the First Owner and its successors in title to the Green land) but only to the extent that the First Owner shall expressly assign the benefit of such restrictive covenants to successors:

7.1 not to erect any further buildings on the Property save for those designed and fitted out in accordance with Sport England guidelines

7.2 not to use the land transferred other than as a Community Centre, Changing facilities in association with sports pitches or Allotments including a Composting Site and other facilities as set out in this Agreement as appropriate.

8. **Transfer**

8.1 The Transfer shall contain the grant for the benefit of the Property of rights in favour of the Council.

8.1.1 to use all existing public roads and footpaths necessary to gain access to and from the Property;

8.1.2 to use all existing appropriate and necessary Service Media for the passage of Services laid or to be laid in over, under or through the Retained Land with rights to go onto such land for the purposes of laying, inspecting, maintaining, renewing and repairing such Service Media and making connections with them;

8.1.3 of support and protection from adjoining land as enjoyed on completion of the Development.

8.2 The Transfer shall reserve and (where applicable) grant to the Owner/Developer for the benefit of the Retained Land and each and every part thereof.

8.2.1 the right to use all roads and footpaths on the Property for the purposes of access to and from such dominant land with rights to go onto the Property for the purposes of inspecting, maintaining, renewing and repairing such roads and footpaths;

8.2.2 the right to use all Service Media in over, under or through the Property with rights to go onto such land for the purposes of laying, inspecting, maintaining, renewing and repairing and making connections with such Service Media;

8.2.3 rights of support and protection as enjoyed on completion of the Development;

8.2.4 the right to build on, develop, deal with or use any adjoining or neighbouring property or the Retained Land in such manner as the Owner/Developer think fit even though the amenity of the Property or the access of light or air may be lessened thereby and without making any compensation therefore.

8.3 The rights referred to in Paragraphs 8.2.1, 8.2.2 and 8.2.3 above shall be subject to a proviso that:

8.3.1 the rights shall not be exercised over land which has been or is being or is intended to be developed by the construction of buildings or their curtilages including shared access areas not intended to be made available for general use;

8.3.2 any rights of entry on land shall be upon reasonable notice and at reasonable times;

- 8.3.3 connection to roads and footpaths and/or Service Media shall only be made to the extent there is capacity for such connections;
- 8.3.4 the position and specification of connections to and construction and/or laying of roads and footpaths and/or Service Media pursuant to the rights shall be approved by the Developers (such approval not be unreasonably withheld or delayed);
- 8.3.5 the person exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good at its own expense all damage caused as soon as reasonably practicable;
- 8.3.6 the rights shall cease to the extent that the Service Media over or through which the rights are exercised become adopted and/or maintainable at the public expense;
- 8.3.7 the owner of the Retained Land may alter the position of Service Media over or through which the rights are exercised and the rights shall then apply to Service Media in the altered position PROVIDED that the exercise of the rights shall not be materially and unreasonably prejudiced by such alterations.

9. Positive Covenant

- 9.1 The Transfer shall contain a covenant by the Council with the Transferor and the Owner to maintain the Property in good state of repair and/or condition so that it fulfils the purpose for which it is intended in accordance with the restricted uses in Paragraph 7.
- 9.2 If the Council has not used the Allotments or any part thereof for the stated purposes within 5 years of the date of the Transfer in that respect it shall within 14 days of the expiry of that 5 year period make an unconditional offer to transfer such land to the Owner for nil consideration and all parties bearing their own costs and on the same terms and conditions as that land was subject to before the Transfer to the Council and in the event that the Council shall fail to deliver to the Owner such a transfer the Owner may deliver to the Council such transfer upon which paragraph 8 shall apply
- 9.3 The Transfer shall contain a covenant by the Council with the First Owner (being the registered proprietor of the Green Land) to maintain the Property as a Community Centre, Changing Facilities in association with sports pitches or allotments as appropriate and for no other purpose
- 9.4 The Transfer shall contain (i) a covenant by the Council not to transfer, sell, assign, lease exchange mortgage or charge or otherwise dispose of its interest in the Property or in any part of the Property unless and until the disponent enters into a direct deed of covenant with the First Owner to observe and perform the covenants and obligations contained in the Transfer; and (ii) a provision that the Council and

the Owner and the Developer consent to the following form of restriction being registered against the title to the Property:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by Colethrop Farm Limited (company number 3329992) of Woodward Hale, 38 Dollar Street, Cirencester, Gloucestershire GL7 2AN or its conveyancer that the provisions of clauses [restrictive covenant and covenant to maintain as community centre etc and deed of covenant# of a Transfer dated [] made between Crest Nicholson Regeneration Limited (1) Colethrop Farm Limited (2) and Stroud District Council (3) have been complied with.”

On completion of the Transfer the Council will make an application to the Land Registry to enter the above restriction on the registered title to the Property and shall provide a copy to the First Owner.

10. **SDLT**

The Transfer shall contain a declaration that the transfer does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and the Transferor and Transferee certify that a Land Transaction Return is not applicable in accordance with Section 79(3) of the Finance Act 2003.

Part 2

Community Centre Size Specification

Sports Uses	
Main Hall (21.3 x 12.2m)	The hall is approximately the size of a school gym and can accommodate the following sports: karate, fencing, table tennis, aikido, judo, badminton, volleyball and mini basketball Large community meeting space, performance space, Brownies/Cub/Scouts etc, jumble sales etc, church meetings, stage, associated changing facilities and toilets, and associated storage
Children's Room (5 x 4.6m)	Creche, playgroup, mothers and toddlers and Sunday School
Craft Room (5 x 3.8m)	Use in conjunction with Children's Room activities and adult/youth craft classes
Meeting Room/Parish Office (5 x 3.8m)	Conference room for approximately 16 people and evening classes
Seating Area/Display Space (approx 4.5 x 7.5m)	Informal gathering space adjacent to kitchen/bar, coffee bar, youth meeting space and exhibition space, overflow lobby space and evening classes
Meeting Room (4 x 3m)	Meeting room for approximately 8 people
Office/Foyer	
Café/Kitchen	12 x 8m or 2 rooms each of 6 x 4m

Part 3

Community Building Specification

1.	The hall must provide for disabled access and use in accordance with the DDA and Building Regs Part M
2.	The building must accord with The Sport England Design Guidance Note "Village and Community Halls" dated January 2001
3.	Car parking (Stroud minimum standard 1/20sqm), cycle parking facilities
4.	Main Hall needs eaves height 7.6 metres, semi-sprung floor in granwood, impact resistant walls. Acoustic lined roof. Lighting to Sport England guidelines. Provision of a performance stage
5.	Minimum 40 sqm storage space in addition to areas indicated above
6.	Flexible response heating/lighting/ventilation, whereby all the rooms can be independently controlled
7.	Toilets (assume capacity of 22). 6 W.C., 3 wash basins
8.	Signage, lighting, power supply to all rooms

EIGHTH SCHEDULE

Public Open Space Sports Facilities

Terms and Conditions of Transfer

1. Definitions

In this Schedule:

- 1.1 "Completion" means actual completion of the site the subject of this Schedule.
- 1.2 "Green Land" means the land shown edged green on Plan [] forming part of the land registered at the Land Registry under Title No. GR192357 the registered proprietor of which is the First Owner
- 1.3 "the Price" means the sum of £1.
- 1.4 "the Property" means the land to be transferred as Public Open Space, Play Areas, Sports Pitches as appropriate in accordance with this Agreement.
- 1.5 "Retained Land" means ^{The land retained by the Owner/Developer} ~~any part of the Application Site retained by the~~ ^{shown edged [] on Plan} ~~Owner/Developer.~~
- 1.6 "Service Media" means sewers, channels, drains, pipes, watercourses, mains, wires, cables, pillars, turrets, aerials, amplifiers, receivers, poles, soakaways and any other apparatus for the Services.

Kris

W.H.H.

W.H.H.

- 1.7 “Services” means the supply of water, electricity and as appropriate gas and radio, television, telephone and other audio visual and data signals and the disposal of foul and surface water.
- 1.8 “the Standard Conditions” shall mean the Standard Commercial Property Conditions (First Edition) and all references in the Standard Conditions to “the Property” shall be deemed to be references to the Property.
2. The Council shall not be required to complete before 9.30 a.m. or after 4.30 p.m. on a Working Day nor at any time on a day which is not a Working Day.
3. **Application of the Standard Conditions**
- 3.1 The Property is sold subject to the Standard Conditions so far as they are not varied by or inconsistent with this Schedule and are applicable to a sale by private treaty.
- 3.2 Standard Conditions 1.1.1(j), 2.2, 4.1 and 6.37(a) shall not apply.
- 3.3 The prescribed rate of interest defined in Standard Condition 1.1.1(d) shall be four per cent per annum above the Base Lending Rate from time to time of Barclays Bank plc.

- 3.4 On the basis that risk in the Property will remain with the Seller Standard Condition 5.1.2(f)(i) shall be amended to include the words "less any money which the seller has reasonably expended in reinstating the property either at the request of the buyer or in the interests of good estate management" at the end of Standard Condition 5.2.1(f)(i).
- 3.5 The words "Completion date is twenty working days after the date of the contract but" shall be deleted from Standard Condition 6.1.1.
- 3.6 Where the Council is allowed access to or occupation of the Property prior to Completion in order to carry out works or installations the provisions of Standard Condition 5.2 (as varied above) shall apply. The Council shall have no claim against the Owner/Developer for and shall indemnify them in respect of all liabilities, costs and expenses arising from the death of or injury to any person at the Property or the loss of or damage to any property real or personal.

4. **Title**

4.1 The Property is sold subject to and where appropriate with the benefit of:

4.1.1 all matters capable of registration as Local Land Charges or otherwise whether registered or not;

4.1.2 all notices served and proposals, requirements or agreements made by or (as the case may be) with any competent authority;

4.1.3 all overriding interests as defined in the Land Registration Act 2002;

4.1.4 any covenants, easements, rights or other matters affecting the Property or of which the Property has the benefit.

4.2.1 Standard Condition 4.2 shall not apply.

4.2.2 Without cost to the Council the Owner shall provide the Council with proof of title to the Property and of the Seller's ability to transfer it or to procure its transfer.

4.2.3 Where the Property has a registered title the proof is to include copies of the items referred to in Rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003 so far as they are not to be discharged or overridden at or before completion.

4.2.4 The Council shall not raise any requisition or objection in respect of the title to the Property except in respect of matters arising in the period between the date of this Agreement and Completion.

4.2.5 The Owner/Developer shall sell with full title guarantee free from financial charges.

5. No Representations

This Schedule incorporates the entire contract between the parties and the Council acknowledges that they have not relied on any advertisement or other matter issued by

the Seller or the Seller's agents or in reliance on any statements or representations made to the Council save those written statements of the Seller's Solicitors made before the date of this Agreement in reply to any written enquiries raised by the Council.

If there are any side letters relating to this transaction it is expressly agreed that although they may have legal force as representations collateral contracts or in some other way they do not form part of this Schedule.

6. VAT

6.1 Within 10 Working Days prior to Completion the Seller shall produce to the Council a copy of the acknowledgement by HM Customs and Excise of the Sellers Notice opting to waive exemption to charge VAT in respect of the Property.

6.2 Within 10 Working Days after receipt from the Council of any VAT under this Schedule the Seller will issue a VAT invoice to the Council.

7. Restrictive Covenant

The transfer shall contain restrictive covenants by the Council with the First Owner with the intent to bind the land so transferred and each and every part of such land (whoever may be the owner of it) and for the benefit to annex and enure for each and every part of the Green Land (and to be enforceable by the First Owner and its successors in title to the Green Land) but only to the extent that the First Owner shall expressly assign the benefit of such restrictive covenants to such successors:

7.1.1 not to erect any buildings on the land transferred other than buildings that are ancillary to use of the land as public open space amenity or recreational grounds or where a railway station or halt is required buildings and other works associated with such railway station or halt;

7.1.2 not to use the land transferred other than for public open space amenity or recreational grounds or to the use specified in the POS Design Strategy current at the date of the Transfer.

8. Transfer

The Transfer shall contain the grant for the benefit of the Property of rights in favour of the Council

8.1.1 to use all public roads and footpaths necessary to gain access to and from the Property;

8.1.2 to use all existing public appropriate Service Media for the passages of Services laid or to be laid within the Perpetuity Period in, over, under or through the Retained Land with rights to go onto such land for the purposes of laying, inspecting, maintaining, renewing and repairing such Service Media and making connections with them;

8.1.3 of support and protection from adjoining land as enjoyed on completion of the Development.

The Transfer shall reserve and (where applicable) grant to the Owner/Developer for the benefit of the Retained Land and each and every part thereof.

8.2.1 the right to use all roads and footpaths on the Property for the purposes of access to and from such dominant land with rights to go onto the Property for the purposes of inspecting, maintaining, renewing and repairing such roads and footpaths;

8.2.2 the right to use all Service Media in, over, under or through the Property with rights to go onto such land for the purposes of laying, inspecting, maintaining, renewing and repairing and making connections with such Service Media;

8.2.3 rights of support and protection as enjoyed on completion of the Development;

8.2.4 the right to build on, develop, deal with or use any adjoining or neighbouring property or the Retained Land in such manner as the Owner/Developer think fit even though the amenity of the Property or the access of light or air may be lessened thereby and without making any compensation therefore.

8.3 The rights referred to in Paragraphs 8.2.1, 8.2.2 and 8.2.3 above shall be subject to a proviso that:

8.3.1 the rights shall not be exercised over land which has been or is being or is intended to be developed by the construction of buildings or their curtilages including shared access areas not intended to be made available for general use provided that if the use of the accessways or any of them to the dominant land is rendered impossible or in the opinion of the Council inadvisable by reason of the development of the adjoining land then the Seller shall at its own expense provide alternative access routes to the reasonable satisfaction of the Council;

8.3.2 any rights of entry on land shall be upon reasonable notice and at reasonable times;

8.3.3 connection to roads and footpaths and/or Service Media shall only be made to the extent there is capacity for such connections;

8.3.4 the position and specification of connections to and construction and/or laying of roads and footpaths and/or Service Media pursuant to the rights shall be approved by the Developers (such approval not be unreasonably withheld or delayed);

8.3.5 the person exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good at its own expense all damage caused as soon as reasonably practicable;

8.3.6 the rights shall cease to the extent that the Service Media over or through which the rights are exercised become adopted and/or maintainable at the public expense;

8.3.7 the owner of the Retained Land may alter the position of Service Media over or through which the rights are exercised and the rights shall then apply to Service Media in the altered position PROVIDED that the exercise of the rights shall not be materially and unreasonably prejudiced by such alterations.

9. Positive Covenant

9.1 The Transfer shall contain a covenant by the Council with the Transferor and the First Owner to maintain the Property in good state of repair and/or condition so that it fulfils the purpose for which it is intended in accordance with the restricted uses in Paragraph 7 save where the Property or any part thereof is required for use as a railway station/halt.

9.2 The Transfer shall contain a covenant by the Council with the First Owner (being the registered proprietor of the Green Land) to maintain the Property as public open amenity or recreational grounds or to the use specified in the

POS Design Strategy current at the date of the Transfer save where the Green Land or any part thereof is required for use as a railway station/halt.

- 9.3 The Transfer shall contain (i) a covenant by the Council not to transfer, sell, assign, lease, exchange mortgage or charge or otherwise dispose of its interest in the Property or in any part of the Property unless and until the disponee enters into a direct deed of covenant with the First Owner to observe and perform the covenants and obligations contained in the Transfer save where such Property or part thereof is required for use as a railway station/halt ("and Exempt Disposal") and (ii) a provision that the Council and the Owner and Developer consent to the following form of restriction being registered against the title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge other than an Exempt Disposal is to be registered without a certificate signed by Colethrop Farm Limited (Company number 3329992) of Woodward Hale, 38 Dollar Street, Cirencester, Gloucestershire GL7 2AN or its conveyancer that the provisions of clauses [restrictive covenant and covenant to maintain as public open space etc and deed of covenant] of a Transfer dated [] made between Crest Nicholson Regeneration Limited (1) Colethrop Farm Limited (2) and Stroud District Council(3) have been complied with."

On completion of the Transfer the Council will make an application to the Land Registry to enter the above restriction on the registered title to the Property and shall provide a copy to the First Owner.

10. **SDLT**

The Transfer shall contain a declaration that the transfer does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and the Transferor and Transferee certify that a Land Transaction Return is not applicable in accordance with Section 79(3) of the Finance Act 2003.

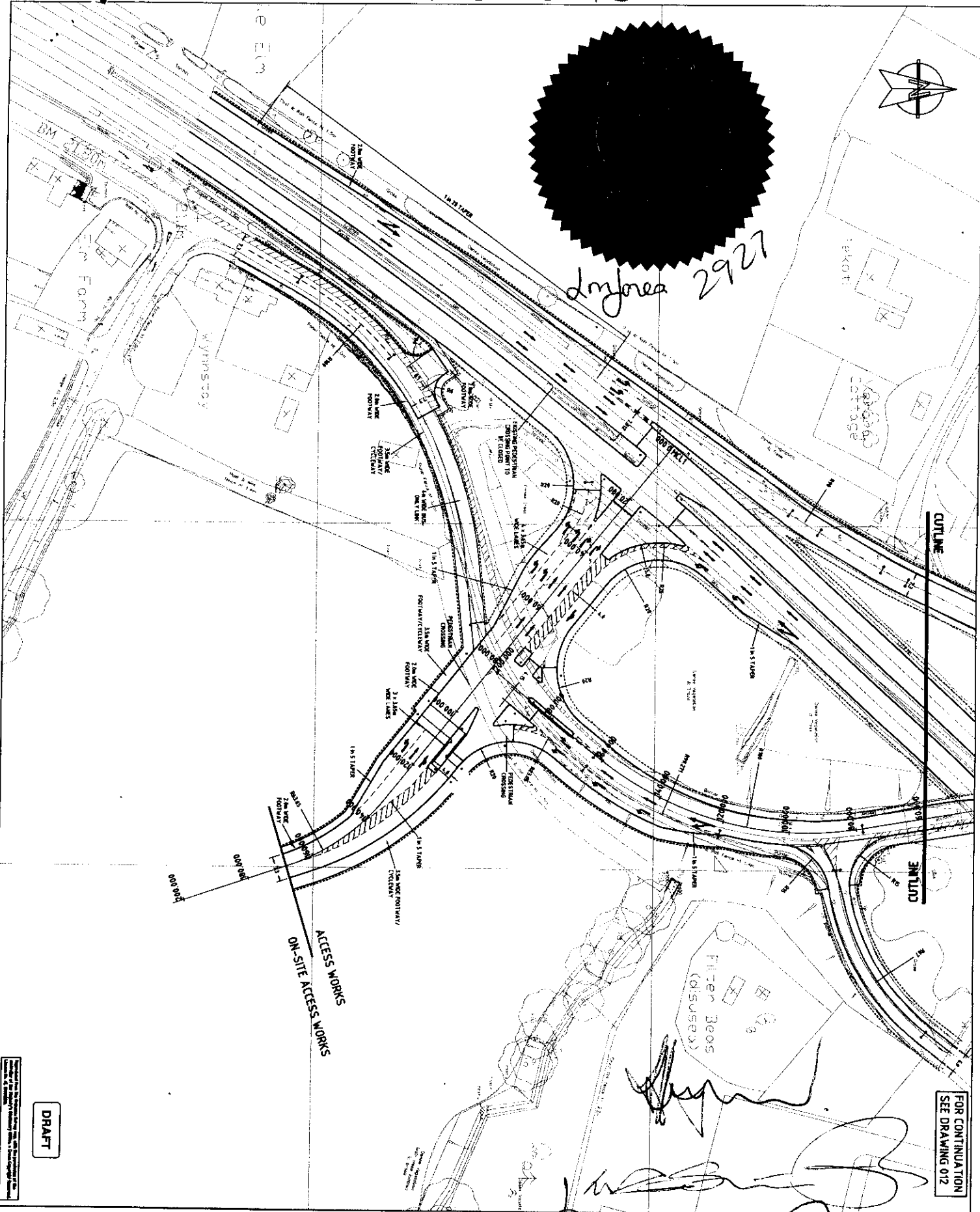
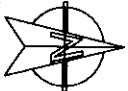
NINTH SCHEDULE

Commuted Maintenance Sums

	Facility	Annual Sum (£)
1	Grass Sports Pitches	18,174.00
2	Cricket Pitch	3,029.00
3	All Weather Pitch	3,514.00
4	Sports Pavilion	3,635.00
5	Car Parking for Sports Facilities and Allotments	1,330.00
6	NEAP's and LEAP's	10,905.00
7	SLAP's	21,810.00
8	Public Open Spaces	92,574.93
9	Nature Reserve	6,698.82
10	Hunts Grove Wood	11,325.84
11	Noise Attenuation Bund	22,030.14
12	Attenuation Ponds	3,280.35
13	LAP's	517.95
14	Allotments fencing	454.50
15	Litter pick up on public squares	585.00
16	Community Centre Building	8,000.00

SCHEDULE 10

Doyle 2927



CUTLINE

ENTRANCE

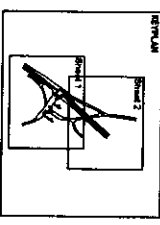
FOR CONTINUATION
SEE DRAWING 012

Handwritten signature: Ken Lyca

DRAFT

THIS DRAWING AND ASSOCIATED ITEMS ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED BY THE DRAWING TITLE. ANY OTHER USE IS STRICTLY PROHIBITED.

THIS DRAWING WAS PRODUCED USING AUTOCAD AND SHOULD ONLY ACCURATELY BE MANIPULATED BY HAND



CREST NICHOLSON
STRATEGIC PROJECTS
HUNTS GROVE DEVELOPMENT
A55 JUNCTION
GENERAL ARRANGEMENT
(SHEET 1 OF 2)

DATE	24/10/07	ISSUED	BH
NO.	1500 @ A1	PROPOSED	AM
SCALE	011.4m	ORIGIN	DM
		DATE	08

**PARSONS
BRINCKERHOFF**

Parsons Brinckerhoff
10000 Woodloch Forest Drive, Suite 1000
Houston, Texas 77055-3900
Tel: 281.486.2000 Fax: 281.486.2001
www.pb.com

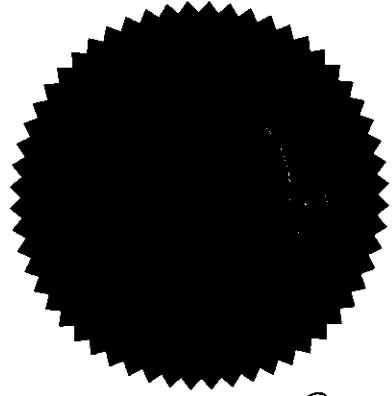
HDC913148/011 | 1

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

THE COMMON SEAL
of STROUD DISTRICT COUNCIL
was affixed in the presence of:

Am Jones

Authorised Signatory:



^{SIGNED}
~~EXECUTED~~ AS A DEED
by COLETHROP FARM LIMITED

in the presence of:

Director:

[Handwritten signature]

Director/Secretary:

[Handwritten signature]

2927

^{SIGNED}
~~EXECUTED~~ AS A DEED
by CREST NICHOLSON REGENERATION
LIMITED

in the presence of:

Director:

[Handwritten signature]

Director/Secretary:

[Handwritten signature]

SIGNED AS A DEED
By MARCUS BERESFORD HEYWOOD

In the presence of:

Witness Name

TIM JOHNSON

Witness Address

HAVES AROUND COOPER

Witness Signature

[Handwritten signature]

Dated 4 February 2008

BETWEEN

Stroud District Council (1)

- and -

Colethrop Farm Limited(2)

- and-

Crest Nicholson
Regeneration Limited (3)

- and -

Marcus Beresford Heyward (4)

DEED

Planning Obligation
Deed of Agreement
Section 106 of the Town and Country
Planning Act 1990
Relating to a mixed use development
on land at Huntsgrove, Hardwicke,
Gloucestershire

Colin Spencer
Interim Head of Legal Services
Stroud District Council
Council Offices
Ebley Mill
Stroud
Glos GL5 4UB
Tel: (01453) 766321
Fax: (01453) 754935

Ref: LL/4/289