

DATED

2026

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

SIR FRANCIS HUGH CECIL NEWMAN

and

COUNTRYSIDE PROPERTIES (UK) LIMITED

DEED

Under Section 106 of the Town & Country Planning Act 1990
Land Surrounding Burloes Cottages Newmarket Road Royston Hertfordshire

Legal Services
North Hertfordshire District
Council
Council Offices, Gernon Road
Letchworth Garden City
Hertfordshire SG6 3JF
(Ref: 24/01013/OP)

THIS DEED is made the

day of

2026

BETWEEN:

- 1 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF (the "Council") and
- 2 **HERTFORDSHIRE COUNTY COUNCIL** of Robertson House, Stevenage, Hertfordshire SG1 2FQ (the "County Council") and
- 3 **SIR FRANCIS HUGH CECIL NEWMAN** of Estate Office, Burloes, Royston SG8 9NE (the "Owner") and
- 4 **Countryside Properties (UK) Limited** (Registered in England and Wales with Registration Number: 00614864) of 11 Tower View, Kings Hill, West Malling, ME19 4UY (the "Developer")

together "The Parties"

RECITALS

- A The Council and the County Council are the local planning authorities for the purposes of the Act for the area in which the Land BNG Land and Permissive Path Land is situated and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited.
- B The Council is a principal council for the purposes of the Local Government Act 1972.
- C The County Council is the Education Authority for the purposes of the Education Acts as defined in section 578 of the Education Act 1996 the Highway Authority for the purposes of the Highways Act 1980 the Social Services Authority the Waste Disposal Authority and the Fire and Rescue Authority and the Libraries Authority for Hertfordshire.
- D The Owner is the registered freehold proprietor of the Land BNG Land and Permissive Path Land registered at HM Land Registry under Title Number HD492743 free from encumbrances that would prevent the Owner from entering into this Deed.
- E On 21 May 2024 the Application was submitted to the Council for Planning Permission for the Development.
- F. The Owner has submitted viability information in order to secure contributions that are at a lower level than that required to mitigate the impact of the development on the proviso that any uplift in market conditions which increase the viability of the Development will trigger the payment of additional contributions to the County Council capped at the total amount required to mitigate the impact of the Development in full.

- G This Deed Is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required In order to enable the Development to go ahead.

OPERATIVE PROVISIONS:

WORDS AND EXPRESSIONS

1. In this Deed the following expressions shall have the following meanings unless inconsistent with the text:

"2020 S106 Agreement"

means the agreement entered into pursuant to section 106 of the Act dated 28 February 2020 and made between (1) the Council (2) the Owner and (3) the Developer;

"2020 Unilateral Undertaking"

means the unilateral undertaking entered into pursuant to section 106 of the Act dated 28 February 2020 and given by (1) the Owner and (2) the Developer to (3) the County Council;

"Act"

means the Town and Country Planning Act 1990 as amended;

"Affordable Housing"

means subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF (or any subsequent replacement or modification thereof) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

"Affordable Housing Land"

means the land upon which the Affordable Housing Units will be built as identified in an approved Phase Affordable Housing Scheme;

"Affordable Housing Provider"

means an organisation that is involved in the delivery and management and ownership of Affordable Housing which is registered or eligible for registration under chapter 3 part 2 of the Housing and Regeneration Act 2008 or such other body as shall be approved in writing by the Council which is capable of managing Affordable Housing and receiving grant from Homes England;

"Affordable Housing Units"

means those Dwellings permitted as part of the Development which are to be provided as Shared Ownership Units or Affordable Rented Units or Social Rented Units (as applicable) to Qualifying Persons in accordance with Part 1 of Schedule Two and which are identified as such in each approved Phase Affordable Housing Scheme;

"Affordable Rented Unit"

the Dwellings identified as Affordable Rented Units in the relevant Phase Affordable Housing Scheme approved by the Council and which shall be let by a local authority or Affordable Housing Provider to households who are eligible for social rented housing in accordance with the definition of affordable rented housing contained in Annex 2 to the NPPF (or any subsequent replacement or modification thereof) but for the avoidance of doubt must be at an affordable rent and which is subject to rent controls that require:

- (i) in the case of each one or two bedroom unit a rent of no more than 80% of the equivalent local market rent (including service charges, where applicable) for one and two bedroom units respectively;
- (ii) in the case of each three bedroom unit a rent of no more than 70% of the equivalent local market rent (including service charges, where applicable) for three bedroom units; and
- (iii) in the case of each four bedroom unit a rent of no more than the equivalent rent (excluding service charge where applicable) for a four bedroom Social Rented Unit;
- (iv) All rents must be within Local Housing Allowance (LHA) rates

"Agreed Mix"

means a mix of affordable housing tenures and house types as follows: at least 65% of the Affordable Housing Units to be provided as Affordable Rented Units and 35% of the Affordable Housing Units to be provided as Shared Ownership Units, to be applied to each Phase individually;

"Aintree Road Footpath Agreement" means a valid agreement executed as a deed and to be entered into with the County Council pursuant, inter alia, to Section 38 and/or Section 278 of the Highways Act 1980 in respect of the Aintree Road Footpath Works and the dedication of the Aintree Road Footpath Dedication Land;

"Aintree Road Footpath Dedication Land" means the land to be dedicated as shown coloured brown and green on Plan 5;

"Aintree Road Footpath Works" means works to provide a 2 metre wide footpath from the western edge of the Development into Aintree Road as shown indicatively on Plan 5 together with such ancillary works as may reasonably be required by the Executive Director of Growth & Environment to facilitate the Development which ancillary works may without prejudice to the generality of the foregoing include the provision of surfacing and drainage, bridges & other furniture, signs & waymarkings, and any necessary alterations to statutory undertakers' equipment;

"Application"

means the application for hybrid planning permission for the Development submitted to the Council by or on behalf of the Owner and Developer with the application plans and other materials on Land Surrounding Burloes Cottages, Newmarket Road, Royston, Hertfordshire and allocated reference number 24/01013/HYA for "Hybrid application for residential development of up to 325 dwellings comprising (a) full planning application for Phase 1 comprising 106 dwellings and associated infrastructure including access from Newmarket Road, emergency and pedestrian/cycle access from Burloes Hall Drive, internal highways, public open space, landscaping and drainage and b) outline application for up to 219 dwellings and associated infrastructure with all matters reserved apart from primary means of access and emergency and pedestrian/cycle access from Burloes Hall Drive"

"BCIS Index"

means the Building Cost Information Service All-In Tender Price Index published monthly;

"BCIS Regional Factor"

means the Building Cost Information Service Tender Price Study by Location (Using 2000 boundaries data) for East of England.

"BNG Land"

means the land shown edged red on Plan 2;

"Chargee"

means a mortgagee or chargee or any receiver (including an administrative receiver appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the Owner or Affordable Housing Provider;

"Childcare 0-2 Years Contribution"

means the sum of fourteen thousand two hundred and thirty nine pounds (£14,239) towards the cost of increasing the capacity of 0-2 year old childcare services at Little Acorn Nursery and/or provision serving the Development (index-linked as hereinafter provided);

"Childcare 5-11 Years Contribution"

means the sum of two thousand three hundred and ninety pounds (£2,390) towards the cost of increasing the capacity of 5-11 year old childcare services at St Marys Primary School and/or the provision serving the Development (index-linked as hereinafter provided);

"Commencement"

means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Deed or their agents or representatives) of a material operation comprised in the Development within the meaning of Section 56 of the Act save that for the purposes of this definition only "material operation" shall not include:

- a) site clearance;
- b) demolition of existing buildings;
- c) archaeological investigation;
- d) the assessment of contamination;
- e) remedial action in respect of any contamination;
- f) diversion and laying of services;
- g) the erection of fencing or other means of enclosure for site security;
- h) the display of advertisements;

and the term Commence and Commences shall be construed accordingly;

"Commencement Date"

means the date upon which Commencement occurs;

"Completion"

means when a certificate of Practical Completion has been issued by the appointed architect, engineer or project manager or other suitably qualified party to the Owner confirming that the Development or the relevant part of the Development is complete to be put into use;

"Contributions"

means any financial contribution paid by the Owner pursuant to this Deed to either the Council or the County Council;

"County Council G&IU Consultation Response"

means the consultation response issued by the growth and infrastructure department of the County Council dated XXXX appended to this Deed at appendix X

Consumer Prices Index

means the consumer prices all items index produced by the Office for National Statistics

"CPT Index"

means the Confederation of Passenger Transport Index published by the Confederation of Public Transport.

"Cricket Facilities Contribution"

means the sum of thirty three thousand four hundred and seven pounds (£33,407) towards the provision of practice nets and additional wickets at Royston Cricket Club

"Development"

means the development of the Land authorised by and undertaken pursuant to the Planning Permission and as described within the Application;

"Disposal"

means the transfer of a legal estate in an Affordable Housing Unit and "Dispose" and "Disposed" shall be construed accordingly;

"District Council Contributions"

means the following contributions: the Cricket Facilities Contribution, the Hockey Facilities Contribution, the Healthcare Contribution, the Play Area Contribution, the Playing Pitch Contribution, the Rugby Club Contribution, the Tennis Court

Contribution, Swimming Pool Contribution and the Therfield Heath Mitigation Contribution.

"Hockey Facilities Contribution"

means the sum of thirty six thousand four hundred and eighty pounds (£36,480) Index Linked as a contribution to be applied by the Council towards a new hockey club site (sand based artificial grass pitch and clubhouse facilities) on a new sports hub site;

"Dwelling"

means an individual residential unit permitted as part of the Development and "Dwellings" shall be construed accordingly;

"Education Contribution"

means the sum of four million four hundred and thirty four thousand eight hundred and ninety two pounds (£4,434,892) towards the cost of first education provision and/or middle education provision and/or upper education provision and/or Special Educational Needs and Disabilities (SEND) provision serving the Development (index-linked as hereinafter provided);

"Full Element"

means that part of the Land and Development benefitting from full planning permission pursuant to the Planning Permission as shown indicatively shaded green on Plan 3;

"Healthcare Contribution"

means the sum of four hundred and sixty six thousand and thirteen pounds (£466,013) Index Linked which shall be applied towards a new build primary care facility and building within Royston or towards the extension or refurbishment of other primary care facilities within Royston;

"Homes England"

means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

"Highways Agreement"

means a valid agreement executed as a deed and to be entered into with the County Council pursuant, inter alia, to Section 278 and Section 38 of the Highways Act 1980 in respect of the Highways Works;

"Highways Works"

mean the works to the highway shown in principle only on Plan 4 (subject as mentioned in clause 20 hereof) which works shall for the avoidance of doubt include:

- (a) a toucan crossing over Newmarket Road;
- (b) a widened footpath on the north side of Newmarket Road;
- (c) a link from Newmarket Road through the corner of the recreation ground to the cul de sac in front of 86 Newmarket Road;
- (d) upgrading of the footway to a shared use path between Icknield Walk and Poplar Drive; and
- (e) upgrading crossings at the southern ends of Icknield Walk and Poplar Drive with raised tabled to prioritise pedestrian movements and facilitate cycle access.

together with such ancillary works as may reasonably be required by the Executive Director of Growth and Environment to facilitate the Development which ancillary works may without prejudice to the generality of the foregoing include the provision of street lighting traffic signs carriageway markings footways cycle-ways street furniture and drainage and any necessary alterations to statutory undertakers' equipment

"Implementation"

means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Deed or their agents or representatives) of a material operation comprised in the Development within the meaning of Section 56 of the Act;

"Index"

means the Consumer Prices Index, BCIS Index, RPI Index or SPONS Index (as the case may be);

"Index Linked"

means in respect of the District Council Contributions that the sum payable shall be increased in accordance with any change in the Consumer Prices Index published from time to time by the application of the formula $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the Consumer Prices Index figure for the date upon which the payment or interim payment of the relevant Contribution is actually paid and;

D is the Consumer Prices Index figure as at the date of this Deed

And where $C \div D$ is equal to or greater than 1

"Interest"

means interest at four percent above the base lending rate of Lloyds Bank from time to time;

"Land"

the land known as Burloes Farm, Burloes, Royston which for identification purposes only is shown edged red on Plan 1;

"LEAP"

means the Local Equipped Area for Play specifically designated and laid out with features including equipment for children ages 4 – 12 who are beginning to go out and play independently to be provided as part of the Development with specifications in accordance with the Fields in Trust standards within the Development;

"Library Contribution"

means the sum of forty three thousand seven hundred and eighty one pounds (£43,781) which shall be applied towards the cost of increasing the capacity of Royston Library and/or provision serving the Development (index-linked as hereinafter provided);

"Local Connection"

means that the Qualifying Person has one of the following connections to the district of North Hertfordshire:

- (i) has been continuously resident by choice in the district for the last 12 months; or
- (ii) has been resident, by choice, in the district for 3 out of the last 5 years; or
- (iii) is a member or former member of the Armed Forces or a bereaved spouse or civil partner; or
- (iv) has an immediate family member (this would normally be their mother, father, brother, sister, or adult child) resident in the district. Their residency must be by choice and have been so for a minimum of 5 years; or
- (v) has permanent employment in the district; or
- (vi) is accepted as owed a main housing duty by the Council under section 193(2) of the Housing Act 1996; or
- (vii) is a care leaver aged 16 to 24; or
- (viii) has another special reason why they need to live in the district including victims of domestic abuse who need to move for reasons connected with that abuse;

"Management Company"

means the private limited company or companies to be established by the Owners (and registered at Companies House) whose objects are for the ownership management and maintenance of the Managed Areas which has or have been approved by the Council (acting reasonably) in accordance with the Managed Areas Management and Maintenance Scheme and the provisions of Paragraphs 1 – 2 of Part 5 of Schedule Two;

"Managed Areas"

means the Open Space (including for the avoidance of doubt the Play Space thereon) and Non-adopted Roads and SUDS and habitat areas forming part of the Development and such other parts of the Development as the Council may reasonably require (in the case of Non-adopted Roads, in agreement with the

County Council) to be owned, managed and maintained by the Management Company

"Managed Areas Completion"

means that:

(a) all of the Managed Areas relating to the Phase have been laid out fully in accordance with approved Managed Areas Works Scheme; and

(b) the Owner has delivered to the Council a certificate of practical completion (from a suitably experienced person who has experience of inspecting equivalent works to verify whether they have been completed satisfactorily) which certifies to the Council's reasonable satisfaction that all of the Managed Areas relating to the Phase have been laid out and completed fully in accordance with approved Managed Areas Works Scheme; and

(c) the Owner has delivered to the Council a warranty from the person who has issued the certificate of practical completion mentioned at (b) above which warrants to the Council that on the date of the certificate of practical completion all of the Managed Areas relating to the Phase had been laid out fully in accordance with approved Managed Areas Works Scheme to a satisfactory standard

"Managed Areas Works Scheme"

means the detailed design and specification for the laying out, landscaping and construction of the Managed Areas to be approved by the Council pursuant to Part 5 of Schedule Two to include a programme for the delivery of the Managed Areas by reference to defined development and Occupation milestones (or such variation thereof as may be agreed by the Owner and the Council acting reasonably); and which shall be consistent with the requirements of any Approved Phase Biodiversity Onsite

Compensation Scheme insofar as such scheme relates to works or measures undertaken within a Phase;

"Managed Areas Transfer Terms"

means the following terms relating to the transfer of the Managed Areas to the Management Company which shall include the following provisions:

- (a) to transfer the fee simple estate free from encumbrances save for rights granted to owners and occupiers of Dwellings on the Development or members of the public or as otherwise required by the terms of this Agreement, the encumbrances noted on HM Land Registry title registers to the Land, any matters contained or referred to in the entries or records made in registers maintained by the HM Land Registry, any matters discoverable by inspection of the Land, any apparatus and/or easements affecting the Managed Areas, any matters which the Owners (and/or their successors in title) do not and could not reasonably know about, any matters disclosed by searches or enquiries made prior to the date of completion of the transfer or which would have been disclosed by the searches and enquiries that a prudent buyer would have made; any public requirements; and any matters which are unregistered interests which override registered dispositions under schedule 3 to the Land Registration Act 2002;
- (b) all easements and rights necessary in relation to access for the benefit of the Managed Areas and users of the Managed Areas;
- (c) all exceptions reservations and covenants required for the benefit of the Development (and the future use of the Development and the Managed Areas) in relation to drainage, services (including but not limited to rights to passage and running of services (and drainage) rights to lay, construct, inspect, connect to, adjust, cleanse, maintain, repair, alter, renew) rights of access onto the Managed Areas (with all necessary workmen, materials, plant and machinery) together with rights of support and access of light and air; and
- (d) restrictive covenants on behalf of the Management Company:

- i not to use or permit the Managed Areas to be used for any purpose other than for the provision grassed areas and/or play areas and/or parking areas and/or roads and footways and/or open areas and/or for recreation and/or SUDS in accordance with this Agreement and the Planning Permission in perpetuity;
 - ii not to close Managed Areas or seek to restrict access to those parts subject to Permitted Closures in perpetuity;
 - iii not to use or permit the Managed Areas to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development in perpetuity,
- (e) a covenant by the Management Company to manage and maintain the Managed Areas in perpetuity in accordance with the approved Managed Areas Management and Maintenance Scheme;
- (f) A mechanism that requires the Management Company to administer and collect an estate service charge from the owners and occupiers of the Development sufficient to fund the management and maintenance of the Managed Areas in accordance with the approved Managed Areas Management and Maintenance Scheme;
- (g) granting rights to the Council, subject to providing reasonable prior notice and providing the Management Company a reasonable period to remedy any defect or failure, to step in to manage and maintain the Managed Areas in the event that the Managed Areas are not managed and maintained in accordance with the approved Managed Areas Management and Maintenance Scheme;

and for the avoidance of doubt the Managed Areas Transfer Terms must be approved in writing by the Council as part of the Managed Areas Management and Maintenance Scheme and any amendments or variations of the Managed Areas Transfer Terms must

be agreed in writing with the Council and the Managed Areas Transfer Terms must be expressed to be enforceable by the Owner and its successors in title and by the Council

"Managed Areas Management and Maintenance Scheme"

means the scheme for the long-term funding and management and maintenance of the Managed Areas in each Phase as approved by the Council pursuant to Schedule Two Part 5 to include

- (a) details of landscape management and maintenance plans;
- (b) details of proposed regime for planting, grass cutting, weeding, replanting and pruning
- (c) details of the management and maintenance regime for all Managed Areas including specific regimes for:
 - (i) Open Space;
 - (ii) SUDS and other drainage features;
 - (iii) biodiversity enhancements (if any);
 - (iv) Play Space;
 - (v) Non-adopted Roads
 - (vi) Any other hard and soft landscaping and structures within the Managed Areas;
- (d) management, monitoring and operational restrictions;
- (e) details of how the estate service charge will be operate and the legal mechanism by which the estate service charge will be secured so that the costs of managing and maintaining the Managed Areas in perpetuity in accordance with the approved Managed Areas Management and Maintenance Scheme is met by way of an estate service charge levied against the owners and occupiers of the Development
- (f) details of the Management Company to whom the Managed Areas is to be transferred and who will be responsible for management and maintaining the Managed Areas and who will administer and collect the estate service charge from the owners and occupiers of the Development;
- (g) the proposed form of transfer of the Managed Areas to the Management Company which shall be in accordance with the Managed Areas Transfer Terms;
- (h) Details of the arrangements proposed to secure compliance Part 5 of Schedule 2

to be approved by the Council pursuant to paragraph 1 of Part 5 of Schedule Two or such variation thereof as may be agreed by the Owner and the Council;

"Monitoring Contribution (County Council)"

the sum of three thousand seven hundred and eighty pounds (£3,780) (being £420 per County Council trigger and nine (9) triggers) to be paid by the Owner to the County Council (index linked to the RPI Index as provided in Clause 11.8 of this Deed) prior to Commencement towards the County Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement;

"Monitoring Fee (District Council)"

means the sum of twenty five thousand pounds (£25,000) Index Linked in consideration of the Council's monitoring of compliance with this Deed (save for the avoidance of doubt the planning obligations hereunder given to or enforceable by the County Council);

"NHS"

means the Cambridge and Peterborough Integrated Care System (C&PICS) of Gemini House, Bartholomew's Walk, Cambridgeshire Business Park, Angel Drove, Ely, Cambridgeshire CB7 4EA;

"Nominations Request Form"

means the nominations request form (Annex A to the 2019 - 2024 North Hertfordshire Housing Association Nominations Agreement) or such variations thereof as are approved by the Council;

"Non-adopted Roads"

mean the roads within a Phase or the Development which are not (or not proposed to be) highways maintainable at public expense;

"NPPF"

means the National Planning Policy Framework issued by the Ministry of Housing, Communities and Local Government dated December 2024 or any Government issued policy statement amending or replacing the same from time to time;

"Occupation"

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 and the term "Occupied" and "Occupy" shall be construed accordingly;

"Open Space"

means the areas of open space and Play Space to be provided as part of the Development for use by the public in accordance with (i) the Planning Permission with respect to Phase of the Full Element and (ii) the Planning Permission and relevant Reserved Matters Approval with respect to Phase of the Outline Element;

"Open Market Dwelling"

means a Dwelling constructed on the Land as part of the Development which is not an Affordable Housing Unit;

"Outline Element"

means that part of the Land and Development benefiting from outline planning permission pursuant to the Planning Permission as shown indicatively shaded blue on Plan 3

"Permissive Footpath"

means an undedicated and unadopted footpath of approximately 2.76km to be provided (or, to the extent already in existence, maintained) by the Owner in the approximate location marked by an orange line on the plan at Figure 2 of the Recreational Mitigation Strategy on the Permissive Path Land;

"Permissive Path Land"

means the route shown by broken pink line (being a width of 1.5 metres) on Plan 6;

"Permitted Closures"

means that the Owners may from time to time temporarily restrict or prevent access to the Managed Areas or Permissive Path on giving reasonable prior notice to the Council (except in cases of emergency or danger to the public where such closure is necessary in the interests of public safety or otherwise for reasons of public safety or at the request of the emergency services when no prior notice or consent shall be required) but only for so long as is reasonably necessary for the following purposes:

- (a) for a maximum of one day per year to assert rights of proprietorship preventing any additional public rights from coming into being by means of prescription or any process of law provided that there shall be no such closure if the entire Managed Areas or Permissive Path (as applicable) has been closed for an entire day or more for any of the other purposes specified in this definition during the preceding year;
- (b) in the interests of public safety generally or for the purposes of maintenance, repair, cleansing, renewal or resurfacing of the Managed Areas or Permissive Path (as applicable);
- (c) the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Managed Areas ;
- (d) the inspection maintenance repair renewal rebuilding or demolition or development of any building or buildings on land adjoining the Managed Areas or Permissive Path (as applicable) or of any part of the Managed Areas or Permissive Path (as applicable) (including the erection of scaffolding);
- (e) with the prior written approval of the Council for any reasonable and proper purpose,

provided that the Owners shall (i) take reasonable steps to minimise the duration and extent of any such closures and (ii) re-open the Managed Areas or Permissive Path (as applicable) as soon as is reasonably practicable;

"Phase"

means any one the phases of the Development as shown on the Phasing Plan (or such other plan as agreed in writing between the Owner and the Council) and the term "Phases" and "Phases of Development" and "Phase of Development" shall be interpreted accordingly

"Phase Affordable Housing Scheme"

means

- (a) in the case of the Full Element the Phase Affordable Housing Scheme appended to this Agreement at Appendix 1; and
- (b) In the case of the Outline Element a written scheme including a schedule of accommodation and plans to be submitted in writing by the Owner to the Council for approval in respect of each Phase containing details of:

- (i) the number of Affordable Housing Units in that Phase ;
- (ii) a breakdown of the type, size and tenure mix of the Affordable Housing Units in that Phase in accordance with the Agreed Mix;
- (iii) the location of each Affordable Housing Unit in that Phase identifying the tenures and house types;
- (iv) the identity of the Affordable Housing Provider who will own and manage the Affordable Housing Units within the Phase;
- (v) confirmation that the cumulative total of Affordable Housing Units approved pursuant to all Phase Affordable Housing Schemes submitted at that date (including those previously approved) represents not less than 22% of all Dwellings approved across the Development as a whole

in accordance with the requirements of Part I of Schedule 2

"Phasing Plan"

means the plan to appended to this Deed and numbered Plan 3 (or such replacement plan as may be approved in writing by the Council)

"Plan 1"

means the plan attached to this Deed titled Site Location Plan with drawing number ROY01-MCB-ZZ-ZZ-DR-A-0205 D5 P1;

"Plan 2"

means the plan attached to this Deed and numbered Plan 2 showing the BNG Land;

"Plan 3"

means the plan attached to this Deed titled Phasing Framework Plan with drawing number RY01-MCB-ZZ-ZZ-DR-A-0157 D5-P1;

"Plan 4"

means the plans attached to this Deed with drawing number 23324-MA-XX-XX-DR-C-0103 Rev P05 Sheets 1-4;

"Plan 5"

means the plan attached to this Deed titled Footpath Link Aintree Way Dedication Plan drawing number MCROYS-NHC-XX-XX-XX-X-DP-0134;

"Plan 6"

means the plan attached to this Deed titled Permissive Footpath Plan;

"Plan 7"

means the plan attached to this Deed titled S38 Adoption Plan drawing number 038B Rev A1;

"Planning Permission"

means the planning permission granted by the Council in pursuance of the Application;

Play Area Contribution

means the sum of one hundred and twenty thousand pounds (£120,000) Index Linked towards new or improved play equipment at Newmarket Road recreation ground

"Playing Pitch Contribution"

means the sum of one hundred and forty nine thousand four hundred and ninety two pounds (£149,492) Index Linked as a contribution to be applied by the Council towards new natural and/or 3G artificial grass pitch that could be used for football match play as well as training at Royston Town FC, Roysia School, King James Academy or a new sports hub site:

"Play Space"

the LEAP and play on the way area to be provided as part of the Development in accordance with the Planning Permission and the Reserved Matters Approval(s)

"Previous Planning Obligations " means the 2020 S106 Agreement and 2020 Unilateral Undertaking

"Previous Planning Permission" means outline planning permission reference 17/00110/1 granted by the Council on 28 February 2020

"Qualifying Person"

means a person or household in need of Affordable Housing identified in accordance with the provisions below:

- (i) in the case of a Social Rented Unit or Affordable Rented Unit a person accepted on to the North Hertfordshire Common Housing Register (from time to time) in accordance with the North Hertfordshire Housing Partnership Common Housing Allocation Scheme 2024 (or any successor scheme approved in writing by the Council); and

(ii) in the case of a Shared Ownership Unit a person who meets eligibility criteria set by the Government from time to time and who has a Local Connection to North Hertfordshire district and the term "Qualifying Persons" shall be construed accordingly

"Recreational Mitigation Strategy"

means the Recreational Mitigation Strategy - Therfield Heath SSSI prepared by FPCR Environment and Design Ltd (Revision C dated 24 April 2026) a copy of which is appended to this Deed at Appendix 2 or such revised strategy as agreed in writing between the Owner and the Council;

"Reserved Matters Application"

means an application in respect of any Phase or any part of any Phase of the Outline Element for the approval of reserved matters pursuant to the Planning Permission;

"Reserved Matters Approval"

means any approval granted pursuant to a Reserved Matters Application;

"Reserved Matters Area"

means a part of the Outline Element benefitting from a Reserved Matters Approval;

"RPI Index"

means the measure of change in the prices charged for goods and services bought for consumption in the UK produced by the Office for National Statistics from time to time;

"Rugby Club Contribution"

means the sum of sixty seven thousand three hundred and twenty eight pounds (£67,328) Index Linked as a contribution to be applied by the Council towards Royston Rugby Club Heath sports club for pitch quality, changing facilities or social space, or towards the relocation of the rugby club to a new sports hub site;

"Secretary of State"

means the Secretary of State for Housing, Communities and Local Government (as that title is used in the Transfer of Functions (Secretary of State for Housing, Communities and Local Government) Order 2024 (SI 2024/991)) or such other office holder who at the relevant time is the person to whom an appeal may be made under Section 78 (1) of the 1990 Act;

"Shared Ownership Lease"

means a lease in the form of Homes England's model shared ownership lease of not less than 990 years and on terms that permit part purchase of the open market value of the equity in a Shared Ownership Unit in multiples of 1% with a minimum of 10% up to a maximum of 75% of the open market value of the equity in a Shared Ownership Unit being purchased initially and subject to the remainder of the equity up to 100% being obtained on any subsequent purchase together with rent payable for the open market rack rental value of the unpurchased percentage of the equity in the unit up to a value which does not exceed the rent set by the Homes England from time to time (or such other rent or form of lease approved in writing by the Council);

"Shared Ownership Unit"

means a unit of Affordable Housing to be made available by an Affordable Housing Provider under a Shared Ownership Lease and the term Shared Ownership shall be interpreted accordingly;

"Social Rented Unit"

means a unit of Affordable Housing which is owned by local authorities or private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime or by other persons and provided under equivalent rental arrangements as agreed by the Council or Homes England;

"Spine Road Agreement" means a valid agreement executed as a deed and to be entered into with the County Council pursuant, inter alia, to Section 38 and/or Section 278 of the Highways Act 1980 in respect of the Spine Road Works and the dedication of the Spine Road Dedication Land;

"Spine Road Dedication Land" means the land to be dedicated as part of the Spine Road Works and as identified indicatively on Plan 7;

"Spine Road Works" means the road to be constructed and dedicated as highway comprising a link from junction with Newmarket Road to and including a bus turning area as shown indicatively on Plan 7 together with such ancillary works as may reasonably be required by the Executive Director of Growth & Environment to facilitate the Development which ancillary works may without prejudice to the generality of the foregoing include the provision of surfacing and drainage, bridges & other furniture, signs & waymarkings, and any necessary alterations to statutory undertakers' equipment;

"SPONS Index"

means index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of Indices published by Her Majesty's Stationery Office as collated into a single index known as the SPONS Construction (Civil Engineering) Series 2 index;

"SUDS"

means the sustainable urban drainage system(s) that will be incorporated into the Development in accordance with the Planning Permission and Reserved Matters Approvals;

"Sustainable Transport Strand 1 Contribution"

means the aggregate sum of eight hundred and seventy five thousand pounds (£875,000) payable in five equal annual instalments of one hundred and seventy five thousand pounds (£175,000) each as a contribution to be applied by the County Council towards the diversion or extension of a bus route serving the Development for a period of five (5) years index-linked as hereinafter provided;

"Sustainable Transport Strand 2 Rate"

means the sum of nine thousand eight hundred and sixty one pounds (£9,861) per Dwelling, being the per-dwelling rate applied to the Development as a contribution towards improving active and sustainable travel to and from the Development, in particular the provision of a foot and cycleway from Poplar Drive to the A10 roundabout (LCWIP NH46) and improving the crossing of the A10 by foot or cycle from Garden Walk to Stamford Avenue as part of LCWIP NH45 index-linked as hereinafter provided);

"Sustainable Transport Strand 2 (Full) Contribution"

means the sum of one million and forty five thousand two hundred and sixty six pounds (£1,045,266) (being the Sustainable Transport Strand 2 Rate multiplied by one hundred and six (106), being the number of Dwellings comprised within the Full Element) to be applied by the County Council towards improving active and sustainable travel to and from the Development as more particularly described in the definition of "Sustainable Transport Strand 2 Rate" (index-linked as hereinafter provided);

"Sustainable Transport Strand 2 (Outline) Contribution"

means the sum calculated by multiplying the Sustainable Transport Strand 2 Rate by the total number of Dwellings permitted by the relevant Reserved Matters Approval

with respect to a given Reserved Matters Area (index-linked as hereinafter provided) to be applied by the County Council towards improving active and sustainable travel to and from the Development as more particularly described in the definition of "Sustainable Transport Strand 2 Rate";

"Swimming Pool Contribution"

means the sum of one hundred and eighty four thousand nine hundred and thirty seven pounds (£184,937) Index Linked as a contribution to be applied by the Council towards a new learner pool at Royston Leisure Centre;

"Tennis Court Contribution"

means the sum of eleven thousand eight hundred and eighty pounds (£11,880) Index Linked as a contribution to be applied by the Council towards the costs of new padel and/or pickleball courts, resurfacing work to existing courts, improved clubhouse facilities, gated access, floodlights at Royston Tennis Club, Priory Memorial Gardens, or Studlands Rise;

"Therfield Heath Mitigation Contribution"

Means the sum of one hundred and thirteen thousand pounds (£113,000) Index Linked towards management measures at Therfield Heath;

"Travel Plan Evaluation and Support Contribution"

means the sum of six thousand pounds (£6,000) (index linked to the RPI Index as provided in Clause 11.9 of this Deed) as a contribution to be applied by the County Council towards the costs of evaluating supporting and monitoring the travel plan submitted as part of the Application or required by conditions of the Planning Permission for a period of five years;

"Waste Service Transfer Station Contribution"

means the sum of thirty one thousand one hundred and forty pounds (£31,140) which shall be applied towards the provision of a new waste service transfer station at the Northern Transfer Station and/or the provision serving the Development (index-linked as hereinafter provided);

"Working Day"

means any day other than a Saturday or a Sunday, a Statutory or Public Holiday or the period between Christmas Day and New Year's Day;

"Youth Services Contribution"

means the sum of thirty seven thousand one hundred and forty one pounds (£37,141) towards the cost of increasing the capacity of the Young Peoples Centres and detached work in Royston and/or provision serving the Development (index-linked as hereinafter provided);

2. Where the context provides:

- 2.1 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
- 2.2 references to any Party means a party to this Deed and in the case of the Owner shall include its successors in title and assigns and any persons deriving title through or under them and in the cases of the Council and the County Council shall include successors to their respective functions;
- 2.3 where a Party includes more than one person any obligations of that Party shall be joint and several;
- 2.4 any reference to any statute or any section of a statute includes any statutory re-enactment or modification;
- 2.5 any reference to clauses and schedules are references to clauses and schedules to this Deed;
- 2.6 headings in the Deed shall not form part of or affect its construction;
- 2.7 where a Party is required to give consent or approval by any specific provision of this Deed such consent or approval shall not be unreasonably withheld or delayed;
- 2.8 any provision of this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Deed; and
- 2.9 any covenant by the Owner not to do any act or thing includes a covenant not to willingly and knowingly permit, allow or suffer the doing of that act or thing.

3. STATUTORY PROVISIONS AND COVENANTS

- 3.1 This Deed and the covenants within it are made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are (subject to the provisions of this Deed) enforceable by the Council or the County Council against the Owner and each of their successors in title and assigns to each and every part of the Land and (subject to Clause 3.4) the BNG Land and (subject to Clause 3.5) the Permissive Path Land .

3.2 To the extent that any of the obligations In this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers.

3.3 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or BNG Land or Permissive Path Land (as the case may be) or any part thereof PROVIDED THAT:

3.3.1 the provisions contained in this Deed (save for the covenants given to the County Council in Schedule 3 which shall remain enforceable until fully complied with) shall not be binding against:

3.3.1.1 an Affordable Housing Provider whose only interest in the Land is in the Affordable Housing Land save that:

- (i) the restrictions on Occupation and use set out in this Deed; and
- (ii) the obligations in Part 1A of Schedule Two;
- (iii) the obligations in Part 4 of Schedule Two to the extent that they relate to the Affordable Housing Land;
- (iv) the obligations in Part 5 of Schedule Two to the extent they relate to the Affordable Housing Land

shall be enforceable against such persons

3.3.1.2 any individual owner or individual occupier or any mortgagee of any individual owner or individual occupier of a Dwelling comprised within the Development save that:

- (i) the restrictions on Occupation and use set out in this Deed; and
- (ii) the obligations in Paragraph 3 of Part 5 of the Schedule Two

shall be enforceable against such persons

3.3.2 the obligations and restrictions in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker or for the avoidance of doubt in respect of any easements

relating to cables, pipes or other service media running under the Land or BNG Land or Permissive Path Land nor enforceable against any highway authority which may be responsible for any public highway maintainable at the public expense.

3.4 The Parties acknowledge and agree that the BNG Land is not bound by any of the obligations contained within Schedule Two Parts 1-3 or Schedule Two Part 5 nor Schedule Three.

3.5 The Parties acknowledge and agree that the Permissive Path Land is not bound by any of the obligations contained within Schedule Two Parts 1-2 or Schedule Two Parts 4-5 nor Schedule Three.

4. CONDITIONALITY

4.1 This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development

SAVE FOR the provisions of clauses 12 to 16 which shall come into effect immediately upon completion of this Deed.

5. PLANNING OBLIGATIONS

5.1 The Owner covenants:

- 5.1.1 with the Council so as to bind the Land to perform the obligations and activities specified in Schedule Two, Parts 1-3 and 5 (without prejudice to the Owner's liability pursuant to clause 9.3);
- 5.1.2 subject to clause 3.4, with the Council so as to bind the BNG Land to perform the obligations and activities specified in Schedule Two, Part 4;
- 5.1.3 subject to Clause 3.5, with the Council so as to bind the Permissive Path Land to perform the obligations and activities specified in Schedule Two, Part 3;
- 5.1.4 with the County Council so as to bind the Land to perform the obligations and activities specified in Schedule Three.

5.2 The Council covenants with the Owner to perform the obligations or activities specified in Schedule Four to this Deed.

5.3 The County Council covenants with the Owner and the Council to perform the obligations or activities specified in Schedule Five to this Deed.

6. EXERCISE OF THE POWERS OF THE COUNCIL AND THE COUNTY COUNCIL

Nothing in this Deed whether express or implied shall prejudice or affect the rights discretion powers duties and obligations of the Council or the County Council under any statute, bye-law, statutory instrument, order or regulation in the exercise of its functions as local planning authority, principle council, education authority, fire and rescue authority, highway authority, library authority and social services authority.

7. WAIVER

No waiver whether expressed or implied by the Council or the County Council of any breach or default by the Owner in performing or observing any of the covenants in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing or from acting upon any subsequent breach or default of any of the covenants.

8. CONSENTS

- 8.1 The Owner warrants and confirms that it has obtained all necessary permissions and consents to allow them to lawfully enter into this Deed.
- 8.2 The Owner warrants and confirms that it is the freehold owner of the Land with full power to enter into this Deed and that no other person has an interest in the Land whose consent is necessary to make this Deed binding on the Land and all estates and interests in it.
- 8.3 It here hereby acknowledged and agreed between the Parties that:
 - 8.3.1 Part of the land on which Aintree Road Footpath Works are proposed to be carried out is owned by North Hertfordshire District Council;
 - 8.3.2 Notwithstanding the provisions of Paragraph 11 of Schedule 3, North Hertfordshire District Council has not as at the date of this Deed consented to the Owner carrying out the Aintree Road Footpath Works within land owned by North Hertfordshire District Council and nor has it agreed to the said land being made subject to the terms of a Aintree Road Footpath Agreement;
 - 8.3.3 Should the Owner wish to carry out and complete the Aintree Road Footpath Works within land owned by North Hertfordshire District Council or should the Owner wish the said land to be made subject to the terms of an Aintree Road Footpath Agreement, the Owner will need to procure the grant of such rights from North Hertfordshire District Council through private treaty negotiations;

8.3.4 The restrictions on occupation set out in Paragraph 11 of Schedule 3 shall apply whether or not North Hertfordshire District Council agree to facilitate the carrying out and completion of the Aintree Road Footpath Works within its land or entering into of the Aintree Road Footpath Agreement in respect of its land

9. SUCCESSORS IN TITLE

9.1 No person shall be liable for breach of any covenants or obligations in this Deed occurring after the date on which they have parted with their entire interest in the Land, the BNG Land or Permissive Path Land or the relevant part of the Land, BNG Land or Permissive Path Land (as applicable) PROVIDED THAT they will remain liable for any breach occurring before that date. Neither the reservation of rights nor the inclusion of any covenants or restrictions over the Land, or the BNG Land or Permissive Path Land in any transfer of the Land will constitute an Interest for the purposes of this clause.

9.2 In the event that the Owner of the BNG Land or Permissive Path Land fails to observe and perform any of the obligations relating to the BNG Land or Permissive Path Land the Owners of the Land shall be jointly and severally liable (along with the owners of the BNG Land or Permissive Path Land (as applicable) for any costs claims expenses losses and liabilities incurred by the Council in remedying such breaches including without limitation any sums that may be payable as a result of the Council exercising powers under Section 106(6) of the Act.

10. PLANNING PERMISSION

This Deed shall cease to have effect (insofar only as it has not been complied with) if the Planning Permission is quashed, revoked, expires or is otherwise withdrawn prior to Implementation or in the event that the Planning Permission is modified without the consent of the Owner.

11. EXPENDITURE, INTEREST AND INDEXATION

11.1 The Childcare 0-2 Years Contribution, the Childcare 5-11 Years Contribution, the Library Contribution, the Youth Services Contribution shall each be index linked by reference to the BCIS Index figure of Q1 2022 to the finalised figure applicable to the quarter in which the contribution is paid

11.2 The Waste Service Transfer Station Contribution shall be index linked by reference to the BCIS Index figure of Q3 2022 to the finalised figure applicable to the quarter in which the contribution is paid

11.3 The Education Contribution shall be index linked by reference to the BCIS Index figure of Q1 2022 to the finalised figure applicable to the quarter in which the contribution is paid with reference to the BCIS Regional Factor

11.4 The sums set out in clause 11.1 and 11.2 shall be index linked by reference to the BCIS Index, that sum payable shall be subject to adjustment in accordance with any increase in the BCIS Index published from time to time, by the application of the formula $A = B \times (C \div D)$ where:-

11.4.1 A is the total amount to be paid;

11.4.2 B is the principal sum stated in this Deed;

11.4.3 C is the BCIS Index for the date upon which the interim payment described below is actually paid;

11.4.4 D is the BCIS figure specified in clause 11.1 or 11.2 (as applicable);

Where $C \div D$ is equal to or greater than 1

11.5 The sums set out in clause 11.3 shall be index linked by reference to the BCIS Index, that sum payable shall be subject to adjustment in accordance with any increase in the BCIS Index with reference to the BCIS Regional Factor published from time to time, by the application of the formula $A = B \times (C \div D) \times E/100$ where:-

11.5.1 A is the total amount to be paid;

11.5.2 B is the principal sum stated in this Deed;

11.5.3 C is the BCIS Index for the date upon which the interim payment described below is actually paid;

11.5.4 D is the BCIS figure specified in clause 11.3;

11.5.5 E is the BCIS Regional Factor; and

Where $C \div D$ is equal to or greater than 1, and where $E/100$ is equal or greater than 1.

11.6 The Sustainable Transport Strand 1 Contribution shall be index-linked to movements in the CPT Index from November 2025 to the date on which the relevant Sustainable Transport Strand 1 Contribution is paid

11.7 The Sustainable Transport Strand 2 (Full) Contribution and the Sustainable Transport Strand 2 (Outline) Contribution shall each be index-linked to movements in the SPONS Index from March 2024 to the date on which the relevant Sustainable Transport Strand 2 Contribution is paid

- 11.8 The Monitoring Contribution (County Council) shall be index-linked by reference to the RPI Index figure of July 2021 to the finalised figure applicable to the month in which the Monitoring Contribution is paid
- 11.9 The Travel Plan Evaluation and Support Contribution shall be index-linked by reference to the RPI Index figure of March 2014 to the finalised figure applicable to the month in which the Travel Plan Evaluation and Support Contribution is paid
- 11.10 It is further agreed by the parties that:
- 11.10.1 if prior to the receipt of the Contributions the Council or the County Council incurs any expenditure in providing additional facilities the need for which arises from or in anticipation of the Development in relation to the purpose for which such Contribution is paid then the Council or the County Council may immediately following receipt of such Contributions apply such expenditure incurred; and
- 11.10.2 where any sum to be paid by the Owner under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available forecast figure at the date of payment and any payment or payments by way of adjustment shall be made within 10 Working Days of written demand by the Council or County Council or the payer of the interim payment (as the case may be) once the relevant index has been finalised.
- 11.11 Any money payable to the Council under this Agreement shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment
- 11.12 Any money payable under this Deed by the Owner to the County Council shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

12. COSTS & MONITORING FEES

- 12.1 The Developer shall pay the Council's and the County Council's reasonable legal costs plus disbursements incurred in connection with the preparation negotiation and completion of this Deed immediately upon completion.
- 12.2 The Owner shall pay to the Council the Monitoring Fee (District Council) prior to Commencement of Development

- 12.3 The Owner covenants with the County Council to pay to the County Council the Monitoring Contribution (County Council) on or prior to Commencement of the Development and that it shall not Commence the Development until payment has been made in full to the County Council.

13. REGISTRATION OF THIS DEED

This Deed shall be registrable as a local land charge by the Council following completion by the Council as local planning authority.

14. THIRD PARTIES

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a Party hereto or a successor in title to a Party hereto.

15. NOTICE

The Owner shall give the Council and the County Council no less than five (5) Working Days' written notice of

- 15.1 the Commencement of the Development within each Phase such notice to be given in writing using the proforma set out in Schedule 6 hereto;
- 15.2 the Occupation of the 1st Dwelling within each Phase such notice to be given in writing using the proforma set out in Schedule 6 hereto;
- 15.3 the Occupation of 80% of the Dwellings;
- 15.4 the completion of each Phase of the Development such notice to be given in writing using the proforma set out in Schedule 6 hereto.
- 15.5 the completion of the Development such notice to be given in writing using the proforma set out in Schedule 6 hereto.
- 15.6 any change of any interests in the Land occurring before all of 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 Land purchased by reference to a plan.

16. SERVICE OF NOTICES AND DOCUMENTS

Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Six and shall contain the Application reference number 24/01013/HYA and reference to the date of this Deed and shall be sufficiently given if delivered personally or sent by email or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:-

The Council	Development and Conservation Manager North Hertfordshire District Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF [ref 24/01013/HYA]
The County Council	Director of Law and Governance Hertfordshire County Council Robertson House Stevenage Hertfordshire SG1 2FQ [ref 27771]
The Owner	At the address stated in this Deed (subject to the Owner remaining the original covenanting party or otherwise at the Owner's registered address (if a company) or normal place of residence (if a natural person)).

17. DETERMINATION OF DISPUTES

In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

- 17.1 The Parties shall use their reasonable endeavours to resolve the dispute by agreement;
- 17.2 If an agreement cannot be reached the matter in dispute shall be referred, to and settled by some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert on the application of either party after giving notice in writing to the other party to this Deed;
- 17.3 The person to be appointed pursuant to clause 17.2 shall be a person having ten years or more post qualification experience of projects comprising works of the scale and nature of the Development;
- 17.4 Reference to the expert shall be on terms that determination shall take place within 28 working days of the expert accepting his instructions;
- 17.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares;

- 17.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision;
- 17.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute;
- 17.8 For the avoidance of doubt references to 'party' or 'parties' in clause 17.1 exclude the County Council and the County Council shall not be required to submit or to be bound by the provisions of Clauses 17.1-17.7

18. MISCELLANEOUS

- 18.1 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and/or the County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter such parts of the Land and such parts of the BNG Land and such parts of the Permissive Path Land as are reasonably necessary (but excluding any occupied Dwelling and/or its curtilage unless with the owner and occupier's consent) to inspect any of the works to be carried out for the purposes of the Development and any materials reasonably required to be inspected for use in the carrying out those works and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed and for any purpose of monitoring compliance with and/or enforcing the obligations contained in this Deed provided that the Council or County Council complies with any reasonable on site health and safety requirements of the Owner during any such inspection and uses reasonable endeavours to cause as little disruption as reasonably practicable to the carrying out of the Development.
- 18.2 At the written request of the Owner or Developer SUBJECT TO being not more than six times in any calendar year at any time after any planning obligation or all of the planning obligations have been fully and satisfactorily discharged/performed, the Council shall issue the Owner with written confirmation of the discharge of the relevant planning obligations and/or the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 18.3 Nothing in this Deed shall be constructed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted whether before or after the date of this Deed by the Council the County Council or the Secretary of State or any other competent authority.
- 18.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall be made in writing and where a request is made the approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.

19. RELEASE OF PREVIOUS PLANNING OBLIGATIONS

19.1 From the date of Commencement:

19.1.1 to the extent any provision of the Previous Planning Obligations is of ongoing effect, the Previous Planning Obligations shall determine absolutely; and

19.1.2 the Council and/or County Council shall not seek to enforce any provision of the Previous Planning Obligations and the Council shall cancel all entries made in the Register of Local Land Charges in respect of the Previous Planning Obligations;

19.1.3 the Owner shall not allow cause or permit any further works or development to be carried out pursuant to the Previous Planning Permission

20. PLANNING CONSENTS GRANTED PURSUANT TO SECTION 73 OF THE ACT

20.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 and/or Section 73B of the Act (as amended) where the Planning Permission is (i) the relevant “previous planning permission” for the purposes of Section 73 and/or (ii) the “existing permission” (being the existing planning permission by reference to which the application is to be considered) for the purposes of Section 73B (as applicable) or and unless otherwise agreed between the Council and the County Council, with effect from the date that the any new planning permission is granted pursuant to Section 73 and/or Section 73B of the Act (as amended):

20.2 The obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 and/or Section 73B of the Act (as applicable) where the Planning Permission is (i) the relevant “previous planning permission” for the purposes of Section 73 and/or (ii) the “existing permission” (being the existing planning permission by reference to which the application is to be considered) for the purposes of Section 73B and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 or 106A of the Act;

20.3 The definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 and/or Section 73B of the Act (as applicable) where the Planning Permission is (i) the relevant “previous planning permission” for the purposes of Section 73 and/or (ii) the “existing permission” (being the existing planning permission by reference to which the application is to be considered) for the purposes of Section 73B).

- 20.4 This Agreement shall be endorsed with the following words in respect of any future Section 73 or Section 73B application:

“The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced [] has been granted pursuant to [Section 73] [Section 73B] of the Town and Country Planning Act 1990 (as amended)”

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the Act or of the Council or the County in determining the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 or Section 73B of the Act whether by way of a new deed or supplemental deed pursuant to Section 106A of the Act and provided further that to the extent that any of the obligations in this Agreement have already been discharged at the date that any new planning permission is granted under Section 73 or Section 73B of the Act they shall remain discharged for the purposes of that new planning permission

21. WORKS

- 21.1 If the Department for Transport technical design standards or advice is amended after the date of this Deed the Executive Director of Growth and Environment shall be at liberty to review the Highway Works and require any amendments he deems necessary to ensure that the Highway Works comply with the revised standards and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the Executive Director of Growth and Environment and the Works are commenced within three months of the date of the written approval then the Executive Director of Growth and Environment shall not seek any amendments to the Works.

22. JURISDICTION

- 22.1 This Deed is to be governed by and Interpreted in accordance with the laws of England.
- 22.2 The Courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed. This clause operates for the benefit of the Council and the County Council who retain the right to sue and enforce any judgment against the Owner in the courts of any competent jurisdiction.

23. EXECUTION

The parties have executed this Deed as a deed and It is delivered on the date set out above.

SCHEDULE ONE

DRAFT PLANNING PERMISSION

SCHEDULE TWO

PART 1A

Affordable Housing

1. The Owner covenants with the Council:
 - 1.1 The Owner shall provide not less than twenty two percent (22%) of all Dwellings within the Development as Affordable Housing Units in accordance with the Agreed Mix.
 - 1.2 Prior to Commencement of Development within a Phase to submit the Phase Affordable Housing Scheme to the Council for approval which (unless otherwise agreed with the Council) shall accord with the Agreed Mix, and not to Commence Development within that Phase unless and until the Phase Affordable Housing Scheme has been approved in writing by the Council and not to Commence Development within a Phase until the Phase Affordable Housing Scheme has been approved in writing by the Council save that the Phase Affordable Housing Scheme for Phase 1 shall comprise the Phase Affordable Housing Scheme at Appendix 1 of this Agreement and in respect of Phase 1 the Owner shall obtain the Council's written approval as to the identity of the Affordable Housing Provider who will own and manage the Affordable Housing Units within Phase 1 prior to Commencement of Phase 1 and shall not Commence Development within Phase 1 until the Council has approved the identity of the Affordable Housing Provider;
 - 1.3 The Affordable Housing Units within each Phase shall be provided owned Occupied managed and maintained in accordance with the approved Phase Affordable Housing Scheme for that Phase subject to and in accordance with the provisions herein
 - 1.4 the Affordable Housing Units shall be designed and constructed so as to meet the standards contained in Nationally described Space Standards;
 - 1.5 not to Occupy more than 25% of the Open Market Dwellings within a Phase until 50% of the Affordable Housing Units in that Phase:
 - 1.5.1 have been constructed to the Council's satisfaction in accordance with the requirements set out in **paragraph 1.4** above, the Planning Permission and to such standard as would enable immediate

Occupation by a purchaser, tenant or lessee of the Affordable Housing Units;

1.5.2 those Affordable Housing Units in that Phase have been transferred to an Affordable Housing Provider; and

1.6 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, all nominations will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nomination Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement (or such variation or substitution issued by North Hertfordshire District Council thereafter)) shall be submitted to and approved by the Council for each letting of an Affordable Rented Unit. The Council shall have the right to nominate a Qualifying Person to occupy each Affordable Rented Unit as referred to in **paragraph 1.17**;

1.7 not to Occupy more than 50% of the Open Market Dwellings within a Phase until all of the Affordable Housing Units within that Phase:

1.7.1 have been constructed to the Council's satisfaction in accordance with the requirements set out in **paragraph 1.4** above, the Planning Permission and to such standard as would enable immediate Occupation by a purchaser, tenant or lessee of the Affordable Housing Units;

1.7.2 all of the Affordable Housing Units in that Phase have been transferred to an Affordable Housing Provider;

1.8 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, all nominations to the Affordable Housing Units will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nomination Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement (or such variation or substitution issued by North Hertfordshire District Council thereafter)) shall be submitted to and approved by the Council for each letting of an Affordable Rented Unit. The Council shall have the right to nominate a Qualifying Person to occupy each Affordable Rented Unit as referred to in **paragraphs 1.17**;

1.9 that the transfers referred to in **paragraphs 1.5.2** and **1.7.2** shall contain the following:

- 1.9.1 the grant by the Owner to the Affordable Housing Provider of all necessary rights of access from the public highway and full and free passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- 1.9.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development;
- 1.9.3 in the case of a lease other than a shared ownership lease the term shall not be less than 999 years;
- 1.9.4 covenants by the Affordable Housing Provider that:
 - 1.9.4.1 subject to **paragraph 2** below, each Affordable Housing Unit shall be used for no other purpose than Affordable Housing;
 - 1.9.4.2 subject to **paragraph 2** below, the grant of a lease, tenancy or Shared Ownership Lease in any Affordable Housing Unit shall be restricted to a Qualifying Person;
- 1.10 that subject to **paragraph 2** below each grant or assignment of a tenancy or lease of an Affordable Rented Unit and of the grant of a Shared Ownership Lease in respect of a Shared Ownership Unit shall be restricted to a Qualifying Person with a Local Connection;
- 1.11 the Owner shall not Dispose of a freehold or leasehold estate in the Affordable Housing Units or the Affordable Housing Land other than to another Affordable Housing Provider which shall observe the covenants contained in this Deed PROVIDED THAT this paragraph 1.11 shall not restrict or prevent a Disposal of the Affordable Housing Land where such Disposal forms part of a Disposal of the whole of the Land or an entire Phase nor any sub-phase as approved in writing by the Council for the purposes of this paragraph 1.11 (such approval not to be unreasonably withheld or delayed);
- 1.12 that the Owner shall notify the Council immediately in the event of service of any notice under Sections 40 and 41 of the Housing Act 1996 or any notice, order or direction served, made or given under Schedule One Part IV of the Housing Act 1996 (or any replacement provisions to any of the above in the Housing and Regeneration Act 2008 or any subsequent statutory re-enactments or modifications thereof);

- 1.13 that the Owner shall not Occupy or permit the Affordable Housing Units to be used or Occupied or let or disposed of or owned or managed other than for the provision of Affordable Housing in accordance with the terms of this Deed and the approved Phase Affordable Housing Scheme;
 - 1.14 that the Owner shall not Occupy or permit the Affordable Rented Units to be provided pursuant to an approved Affordable Housing Scheme to be used or Occupied or let or disposed of or owned or managed other than as Affordable Rented Units (as applicable) in accordance with the terms of this Deed;
 - 1.15 that the Owner shall not Occupy or permit the Shared Ownership Units to be provided pursuant to an approved Affordable Housing Scheme to be used or Occupied or disposed of or owned or managed other than as Shared Ownership Units in accordance with the terms of this Deed;
 - 1.16 that the Owner shall not use or Occupy or permit the Affordable Housing Units to be used or Occupied other than by Qualifying Persons and their dependants;
 - 1.17 that unless otherwise agreed in writing by the Council, the Council shall have the right to nominate a Qualifying Person to Occupy the Affordable Rented Units as follows:
 - 1.17.1 the right to nominate Qualifying Persons to occupy all of the Affordable Rented Units in respect of the first Disposal (by way of lease or otherwise) of all of the Affordable Rented Units; and
 - 1.17.2 the right to nominate Qualifying Persons to occupy three out of every four of the Affordable Rented Units in respect of the second and subsequent Disposals of the Affordable Rented Units (by way of lease, assignment or otherwise);
 - 1.18 that the Owner and the Developer shall not Occupy or permit each Shared Ownership Unit to be Occupied unless and until in respect of that Shared Ownership Unit the Affordable Housing Provider referred to in **paragraph 1.5.2** and/or **1.7.2** (as applicable) above has entered into a Shared Ownership Lease to a Qualifying Person in accordance with the provisions of this Deed;
2. The provisions of Paragraph 1 of Part 1 of this Schedule shall not be binding or enforceable against:

- 2.1 any person who shall acquire the freehold or leasehold interest in any Affordable Housing Unit pursuant to any statutory right of acquisition and any successor in title or mortgagee of that person;
- 2.2 a Chargee which shall have the benefit of a legal mortgage or charge secured against the Affordable Housing Provider's estate or interest in any Affordable Housing Unit(s) on the Affordable Housing Land who wishes to exercise its power of sale (or any person deriving title from such Chargee) PROVIDED THAT the Chargee or receiver or manager appointed by the Chargee has notified the Council in writing that it wishes to exercise its statutory power of sale and for a period of three months from such written notification the Chargee having used reasonable endeavours has not completed the Disposal of the Affordable Housing Unit(s) to an Affordable Housing Provider PROVIDED THAT nothing in this paragraph shall require the Chargee to Dispose of the Affordable Housing Unit(s) at a price which is less than the outstanding balance due under its legal mortgage or charge over the Affordable Housing Unit(s) (including all accrued principle monies, interest cost and expenses) FOR THE AVOIDANCE OF DOUBT if such Disposal has not completed after the three month period from such written notification the Chargee, shall be entitled to Dispose of the Affordable Housing Unit(s) free from the provisions of this Part of this Schedule which shall determine absolutely with respect to the said Affordable Housing Unit(s)
- 2.4 any owner of a Shared Ownership Unit who has staircased to own 100% of the equity in that Shared Ownership Unit; and/or
- 2.5 any mortgagees or successors in title to or any persons deriving title through or with title paramount to any of the persons referred to sub-paragraphs 2.1 – 2.4.

PART 1B

Viability Review

"Additional Affordable Housing"

means any Affordable Housing to be provided pursuant to an Early Stage Review Output in addition to the affordable housing obligations set out in Part 1A of Schedule 2 of this Deed, to be provided within the Development (or, if agreed in writing by the Council, by way of a financial contribution to the Council in lieu thereof).

"Additional Affordable Housing Portion"

Means the portion of the Early Stage Review Surplus that is to be applied towards the provision of Additional Affordable Housing Units and/or the Affordable Housing Commuted Sum

"Additional Affordable Housing Scheme"

means a written scheme submitted by the Owner to the Council detailing how the Additional Affordable Housing Portion will be applied to include:

- (a) the number of Additional Affordable Housing Units to be provided within the Development;
- (b) which Open Market Dwellings within the Development are to be converted to such Additional Affordable Housing Units;
- (c) the tenure split of the Additional Affordable Housing Units, which shall accord with the Agreed Mix unless otherwise agreed in writing by the Council; and
- (d) an indicative timetable for construction and delivery of the Additional Affordable Housing Units;
- (e) the amount of any Affordable Housing Commuted Sum that will be payable (if any)

"Additional Affordable Housing Units"

means Dwellings to be provided as Affordable Housing within the Development in addition to those required pursuant to Part 1A of this Schedule and which are to be provided by the Owner pursuant to an Early Stage Review in accordance with this Part 1B and which shall be identified in the Additional Affordable Housing Scheme.

"Affordable Housing Commuted Sum" means a financial contribution towards Affordable Housing as identified in the Additional Affordable Housing Scheme;

"Application Stage Build Costs"

means £113,220,624 being the estimated build costs of the Development as set out in the Application Stage Viability Appraisal, comprising the following cost components as identified in the Application Stage Viability Appraisal: (a) standard construction costs; (b) external works; (c) contingency; (d) garage costs; (e) Part L; (f) Future Homes; (g) technical fees; (h)

infrastructure and abnormal development costs; and (i) S106 contributions (together with any indexation paid).¹

"Application Stage GDV"

means £151,634,318 being the estimated gross development value of the Development as set out in the Application Stage Viability Appraisal.²

"Application Stage Viability Appraisal"

means the financial viability assessment submitted by the Owner in support of the Application and prepared by Turner Morum LLP, entitled 'Royston TM Viability — Final Position'.

"Build Costs"

means the build costs of the Development comprising the following cost components (in line with the cost components taken into account in establishing the Application Stage Build Costs): a) standard construction costs; (b) external works; (c) contingency; (d) garage costs; (e) Part L; (f) Future Homes; (g) technical fees; (h) infrastructure and abnormal development costs; and (i) S106 contributions (together with any indexation paid) and which is supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

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

but for the avoidance of doubt Build Costs exclude:

- (i) finance, legal and marketing costs;
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and
- (iii) any costs arising from Fraudulent Transactions.

"Component"

means any part of the Development including Open Market Dwellings, Affordable Housing Units and any other floorspace or land forming part of the Development.

County Contribution Portion

means the portion of the Early Stage Review Surplus that is to be applied towards the County Contribution Shortfall

"County Contribution Shortfall" means the sum of £[] index linked in accordance with clause []

"Development Viability Information"

means:

- (a) in respect of Formula 1b: (i) the Early Stage Review Actual GDV; and (ii) the Early Stage Review Actual Build Costs and (iii) the Early Stage Review Estimated GDV; and (iv) the Early Stage Review Estimated Build Costs; and

¹ This is "D" in Formula 1b and, if the Late Stage Review is the first Viability Review triggered, "F" in Formula 3.

² This is "B" in Formula 1b and, if the Late Stage Review is the first Viability Review triggered, "C" in Formula 3.

(b) in respect of Formula 3: (i) the Late Stage Review Actual GDV; (ii) the Late Stage Review Actual Build Costs; (iii) the Late Stage Review Estimated GDV; and (iv) the Late Stage Review Estimated Build Costs,

and including in each case supporting evidence to the Council's reasonable satisfaction.

"Disposal"

means:

- (a) the sale of a freehold interest in a Component of the Development; or
- (b) the grant of a lease of a term of less than 125 years of a Component of the Development

in each case excluding Fraudulent Transactions — and "Dispose", "Disposals" and "Disposed" shall be construed accordingly.

"Early Stage Review"

means the review of the viability of the Development to be carried out (if triggered) in accordance with paragraphs 1 to 4 of this Part 1B.

"Early Stage Review Actual Build Costs" means the Build Costs actually incurred in connection with the Development up to and including the Early Stage Review Date;

"Early Stage Review Estimated Build Costs" means the estimated Build Costs remaining to be incurred in completing the Development after the Early Stage Review Date.

"Early Stage Review Date" means the date of submission of Development Viability Information pursuant to paragraph 2.1 of this Part 1B.

"Early Stage Review Actual GDV"

means

- (a) the value of all actual gross receipts from any Disposal of a Component of the Development prior to the Early Stage Review Date;
- (b) the Market Value of any Component of the Development that has been otherwise Disposed of prior to the Early Stage Review Date; and
- (c) all Public Subsidy and any Development-related income from any other sources, excluding any Public Subsidy repaid or repayable by the Owner to the Council

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of values achieved for different Components of the Development under (b). For the avoidance of doubt, the estimated Market Value of a Component for the purposes of this definition shall be calculated on the same basis as the Application Stage GDV as set out in the Application Stage Viability Appraisal.

"Early Stage Review Estimated GDV"

means the sum of:

- (a) the estimated value of the anticipated gross receipts from Disposals of all Components of the Development that have not yet been received as at the Early Stage Review Date;
- (b) the estimated Market Value of all Components of the Development that have not been Disposed of prior to the Early Stage Review Date; and
- (c) the estimated Public Subsidy and any Development-related income from any other sources that are anticipated, excluding any Public Subsidy repaid or repayable by the Owner to the Council

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence and for the avoidance of doubt, the estimated Market Value of a Component for the purposes of this definition shall be calculated on the same basis as the Application Stage GDV as set out in the Application Stage Viability Appraisal

"Early Stage Review GDV" means the sum of:

- (a) the Early Stage Review Actual GDV; and
- (b) the Early Stage Review Estimated GDV

Early Stage Review Output

Means the output of the Early Stage Review to be communicated to the Owner pursuant to paragraph 4.2 below setting out the quantum of the Additional Affordable Housing Portion and/or County Contribution Portion

"Early Stage Review Surplus"

means the amount calculated in accordance with Formula 1b in the Annex to this Part 1B, representing the surplus profit available for the provision Additional Affordable Housing Units (and or a contribution towards Affordable Housing in lieu) and/or for the purposes of addressing the County Contribution Shortfall

"Early Stage Review Contribution"

means a financial contribution payable to the Council comprising the aggregate of the Affordable Housing Commuted Sum and the County Contribution Portion

"Early Stage Review Build Costs" means the sum of:

- (a) the Early Stage Review Actual Build Costs; and
- (b) the Early Stage Review Estimated Build Costs.

"Early Stage Review Trigger Date"

means the date that Substantial Implementation (Early Stage) occurs.

"Expert"

means the independent expert appointed pursuant to paragraph 11 of this Part 1B.

"External Consultant"

means an independent consultant appointed by the Council to assess the Development Viability Information submitted by the Owner.

"Fraudulent Transaction"

means:

- (a) a transaction the purpose or effect of which is to artificially reduce the Early Stage Review GDV or Late Stage Review GDV and/or artificially increase the Late Stage Review Actual Build Costs; or
- (b) a Disposal that is not an arm's length third party bona fide transaction.

"Late Stage Review"

means the review of the viability of the Development to be carried out (if triggered) in accordance with paragraphs 5 to 8 of this Part 1B.

"Late Stage Review Actual Build Costs"

means the Build Costs actually incurred in connection with the Development up to and including the Late Stage Review Date.

"Late Stage Review Actual GDV"

means the sum of:

- (a) the value of all actual gross receipts from any Disposal of a Component of the Development prior to the Late Stage Review Date;
- (b) the Market Value of any Component of the Development that has been otherwise Disposed of prior to the Late Stage Review Date; and
- (c) all Public Subsidy and any Development-related income from any other sources, excluding any Public Subsidy repaid or repayable by the Owner to the Council

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of values achieved for different Components of the Development under (b) For the avoidance of doubt, the estimated Market Value of a Component for the purposes of this definition shall be calculated on the same basis as the Application Stage GDV as set out in the Application Stage Viability Appraisal.

"Late Stage Review Contribution"

means the financial contribution (if any) payable by the Owner to the Council following the Late Stage Review as calculated in accordance with Formula 3 in the Annex to this Part 1B, and to be applied in accordance with Paragraph 8.3.

"Late Stage Review Date"

means the date of submission of Development Viability Information for the Late Stage Review pursuant to paragraph 6.1 of this Part 1B.

"Late Stage Review Estimated Build Costs"

means the estimated Build Costs remaining to be incurred in completing the Development after the Late Stage Review Date.

"Late Stage Review Estimated GDV"

means the sum of:

- (a) the estimated value of the anticipated gross receipts from all Disposals of Components of the Development that have not yet been received as at the Late Stage Review Date;
- (b) the estimated Market Value of all Components of the Development that have not been Disposed of prior to the Late Stage Review Date; and
- (c) the estimated Public Subsidy and any Development-related income from any other sources that are anticipated, excluding any Public Subsidy repaid or repayable by the Owner to the Council

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence and for the avoidance of doubt, the estimated Market Value of a Component for the purposes of this definition shall be calculated on the same basis as the Application Stage GDV as set out in the Application Stage Viability Appraisal

"Late Stage Review Trigger Date"

means the date that Substantial Implementation (Late Stage) occurs.

"Market Value"

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of values achieved for any Component of the Development which has been Disposed, to be assessed by the Council and the Owner and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six (6) months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion.

"Practically Completed"

means, in respect of a Dwelling, the issue of a Practical Completion certificate (or equivalent written confirmation from the Owner's architect, engineer or project manager or other suitably qualified party) confirming that the relevant Dwelling has been completed and is ready for occupation in all material respects in accordance with the Planning Permission and any relevant Reserved Matters Approval, notwithstanding minor snagging items, and **"Practical Completion"** shall be construed accordingly.

"Public Subsidy"

means any grant, subsidy or financial assistance provided by Homes England and/or the Council in connection with the provision of Affordable Housing Units within the Development.

"Relevant Review Date"

means the Early Stage Review Date or the Late Stage Review Date (as the context requires).

"Reserved Matters Application"

means any application for approval of reserved matters pursuant to the Planning Permission.

"Reserved Matters Approval"

means any approval of reserved matters granted pursuant to the Planning Permission.

"Substantial Implementation Target Date (Early Stage)"

means the date falling thirty (30) months after (but excluding) the date of grant of the Planning Permission.

"Substantial Implementation Target Date (Late Stage)"

means the date falling sixty (60) months after (but excluding) the date of grant of the Planning Permission.

"Substantial Implementation (Early Stage)"

means not less than sixty (60) Dwellings within the Development having been Practically Completed as evidenced by written certification from the Owner's architect, engineer or project manager or other suitably qualified party, and "Substantially Implemented (Early Stage)" shall be construed accordingly.

"Substantial Implementation (Late Stage)"

means not less than one hundred and sixty (160) Dwellings within the Development having been Practically Completed as evidenced by written certification from the Owner's architect, engineer or project manager or other suitably qualified party, and "Substantially Implemented (Late Stage)" shall be construed accordingly.

"Target Return"

means sixteen point five per cent (16.5%) on GDV in respect of Open Market Dwellings and 6% on GDV in respect of Affordable Housing Units as set out in the Application Stage Viability Appraisal.

"Viability Review"

means the Early Stage Review and/or the Late Stage Review (as the context requires), and "Viability Reviews" shall be construed accordingly.

"Viability Review Date"

means the Early Stage Review Date or the Late Stage Review Date (as the context requires).

"Viability Review Cap"

means the aggregate of:

- (a) A sum equivalent to the provision of 40% of the Dwellings as Affordable Housing in accordance with the Agreed Mix; plus
- (b) The County Contribution Shortfall

Early Stage Review — Trigger and Inspection

- 1.1 The Owner shall notify the Council in writing no later than ten (10) Working Days after the date on which the Owner considers that Substantial Implementation (Early Stage) has been achieved, confirming the date on which the Owner considers Substantial Implementation was achieved. Such notice shall be accompanied by full documentary evidence on an open book basis (including written certification from the Owner's architect, engineer or project manager or other suitably qualified party) to enable the Council to independently assess whether Substantial Implementation (Early Stage) has been achieved on or before the Substantial Implementation Target Date (Early Stage).
- 1.2 No later than five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation (Early Stage) has been achieved on or before the Substantial Implementation Target Date (Early Stage).
- 1.3 Following the Owner's notification pursuant to paragraph 1.1, the Owner shall afford the Council reasonable access to the Land to inspect and assess whether Substantial Implementation (Early Stage) has been achieved, provided always that the Council shall:
 - (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with all relevant health and safety legislation and any site rules notified by the Owner; and
 - (c) at all times be accompanied by the Owner or its agent.
- 1.4 No later than twenty (20) Working Days after the Council receives:

- (a) the notification pursuant to paragraph 1.1; or
- (b) if the Council makes a request for additional documentary evidence pursuant to paragraph 1.2, that additional documentary evidence

the Council shall inspect the Land and thereafter provide written confirmation to the Owner within ten (10) Working Days of the date of inspection as to whether or not the Council considers that Substantial Implementation (Early Stage) has been achieved on or before the Substantial Implementation Target Date (Early Stage).

- 1.5 If the Council notifies the Owner that the Council considers that Substantial Implementation (Early Stage) was not achieved by the Substantial Implementation Target Date (Early Stage) then this paragraph 1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 that Substantial Implementation (Early Stage) has been achieved. Where Substantial Implementation (Early Stage) has not been achieved on or before the Substantial Implementation Target Date (Early Stage) (as determined by the Council pursuant to paragraph 1.4 or by the Expert pursuant to paragraph 1.6), the Early Stage Review shall be triggered upon the occurrence of the Early Stage Review Trigger Date and paragraph 2 shall apply.
- 1.6 If there is any dispute as to whether or not Substantial Implementation (Early Stage) has been achieved on or before the Substantial Implementation Target Date (Early Stage) that cannot be resolved between the parties, such dispute may be referred to the Expert pursuant to paragraph 11.
- 1.7 The Owner shall not Occupy more than 70 Dwellings within the Development unless and until:
 - (a) the Council has notified the Owner pursuant to paragraph 1.4 (or the Expert has determined pursuant to paragraph 1.6) that Substantial Implementation (Early Stage) was achieved on or before the Substantial Implementation Target Date (Early Stage); or
 - (b) the Council has notified the Owner pursuant to paragraph 4.1 (or the Expert has determined pursuant to paragraph 11) that the output of Formula 1b is that the Early Stage Review Surplus "S" is zero or negative; or
 - (c) the Council has notified the Owner pursuant to paragraph 4.2 (or the Expert has determined pursuant to paragraph 11) that the output of Formula 1b is that the Early Stage Review Surplus "S" is a positive figure and:
 - (i) an Early Stage Review Output has been notified to the Owner and an Additional Affordable Housing Scheme has been approved by the Council pursuant to paragraph 4.3 and the Early Stage Review Contribution has been paid to the Council (in each case in accordance with the Early Stage Review Output); or
 - (ii) The Early Stage Review Surplus has been paid to the Council in accordance with Paragraph 4.10

Early Stage Review — Submission of Development Viability Information

- 2.1 Where Substantial Implementation (Early Stage) has not occurred on or before the Substantial Implementation Target Date (Early Stage) (as determined by the Council under paragraph 1.4 or pursuant to dispute resolution in accordance with paragraph 11):

(a) the Owner shall submit the following information within twenty (20) Working Days after the Early Stage Review Trigger Date, on the basis that the Council may make such information publicly available:

(i) the Development Viability Information for Formula 1b (being the Early Stage Review GDV and the Early Stage Review Build Costs);

(ii) a written statement applying the Development Viability Information to Formula 1b (provided always that if the result produced by Formula 1b is less than zero it shall be deemed to be zero) confirming whether in the Owner's view an Early Stage Review Surplus arises; and

(b) paragraphs 3 and 4 of this Part 1B shall apply.

Early Stage Review — Council's Assessment

- 3.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 2.1 .
- 3.2 No later than ten (10) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council in connection with its assessment of the Development Viability Information.
- 3.3 The Council may appoint an External Consultant to assist with its assessment of the Development Viability Information.
- 3.4 The Council shall issue its determination pursuant to paragraph 4.1 and/or 4.2 and/or 4.3 (as applicable) within 12 weeks of receipt of all Development Viability Information and all documentation requested pursuant to Paragraph 3.2 (if any)

Early Stage Review — Review Output

- 4.1 If the Council determines that the output of Formula 1b is that the Early Stage Review Surplus "S" is zero or negative no Additional Affordable Housing Units shall be required and no Early Stage Review Contribution shall be payable as a result of the Early Stage Review.
- 4.2 If the Council determines that the output of Formula 1b is that the Early Stage Review Surplus "S" is a positive figure, the Council shall notify the Owner in writing of the quantum of the Early Stage Review Surplus.
- 4.3 If the Council determines that the output of Formula 1b is that the Early Stage Review Surplus "S" is a positive figure, the Council shall (separately to the notification pursuant to paragraph 4.2) notify the Owner in writing of the Early Stage Review Output
- 4.4 Where the Early Stage Review Output notified by the Council to the Owner in accordance with paragraph 4.3 includes an Additional Affordable Housing Portion, the Owner shall within twenty (20) Working Days of the Council's written notification confirming the Early Stage Review Output submit an Additional Affordable Housing Scheme to the Council for written approval and shall not Occupy more than 70 Dwellings until the Additional Affordable Housing Scheme has been approved in writing by the Council.
- 4.5 Where the Early Stage Review Output notified pursuant to paragraph 4.3 includes a County Contribution Portion and/or where the approved Additional Affordable Housing Scheme provides for payment of an Affordable Housing Commuted Sum the Owner shall pay the Early Stage Review Contribution to the Council prior to Occupation of more than 70 Dwellings

- 4.5 Where one or more Additional Affordable Housing Units are required pursuant to the approved Additional Affordable Housing Scheme the Owner shall not Occupy more than fifty per cent (50%) of the Open Market Dwellings within the first Phase unless and until all Additional Affordable Housing Units required pursuant to the approved Additional Affordable Housing Scheme have been Practically Completed and transferred to an approved Affordable Housing Provider in accordance with paragraphs 1 and 2 of Part 1A of Schedule 2
- 4.6 The terms of paragraphs 1 and 2 of Part 1A of Schedule 2 of this Deed shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units as if they were Affordable Housing Units required to be provided pursuant to Part 1A of Schedule 2, with such amendments as are necessary to give effect to the Additional Affordable Housing Scheme approved pursuant to this Part 1B and subject to paragraph 4.5.
- 4.7 Any Early Stage Review Contribution shall be applied by:
- (a) the Council towards the provision of affordable housing within the district of North Hertfordshire; and/or
 - (b) by the County Council towards infrastructure required in connection with the Development in order to address the County Contribution Shortfall
- In each case as the Council and or the County Council shall in their absolute discretion determine.
- 4.8 The Council and the County Council covenant with each other (but for the avoidance of doubt not with the Owner) that they shall acting reasonably and in good faith use reasonable endeavours to agree between themselves the appropriate Early Stage Review Output to enable the Council to notify the Owner of the same pursuant to paragraph 4.2 as soon as reasonably practicable following receipt of the Viability Information.
- 4.10 In the event that the Council has notified the Owner of the quantum of the Early Stage Review Surplus pursuant to paragraph 4.2 but fails to notify the Owner of the Early Stage Review Output pursuant to paragraph 4.3 within 4a further period of 4 weeks the Owner may by written notice to the Council serve notice of its intention to elect to pay the Early Stage Review Surplus (as notified by the Council pursuant to paragraph 4.2) to the Council as a financial contribution (the **Election Notice**) and if the Council has not confirmed the Early Stage Review Output to the Owner within a period of 4 weeks from receipt of the Election Notice the Owner shall pay the Early Stage Review Surplus to the Council prior to Occupation of more than 70 Dwellings and upon receipt of such payment by the Council the Owner shall not be required to submit an Additional Affordable Housing Scheme or provide Additional Affordable Housing Units and the Council may apply the Early Stage Review Surplus in accordance with the agreement reached between the Council and the County Council pursuant to paragraph 4.8 above. .

Late Stage Review — Trigger and Inspection

- 5.1 The Owner shall notify the Council in writing no later than ten (10) Working Days after the date on which the Owner considers that Substantial Implementation (Late Stage) has been achieved confirming the date on which the Owner considers that Substantial Implementation (Late Stage) was achieved. Such notice shall be accompanied by full documentary evidence on an open book basis (including written certification from the Owner's architect, engineer or project manager or other suitably qualified party to enable the Council to independently assess whether Substantial

- Implementation (Late Stage) has been achieved on or before the Substantial Implementation Target Date (Late Stage).
- 5.2 No later than five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation (Late Stage) has been achieved on or before the Substantial Implementation Target Date (Late Stage).
- 5.3 Following the Owner's notification pursuant to paragraph 5.1, the Owner shall afford the Council reasonable access to the Land to inspect and assess whether Substantial Implementation (Late Stage) has been achieved, provided always that the Council shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with all relevant health and safety legislation and any site rules notified by the Owner; and
 - (c) at all times be accompanied by the Owner or its agent.
- 5.4 No later than twenty (20) Working Days after the Council receives:
- (a) the notification pursuant to paragraph 5.1; or
 - (b) if the Council makes a request for additional documentary evidence pursuant to paragraph 5.2, that additional documentary evidence
- the Council shall inspect the Land and thereafter provide written confirmation to the Owner within ten (10) Working Days of the date of inspection as to whether or not the Council considers that Substantial Implementation (Late Stage) has been achieved on or before the Substantial Implementation Target Date (Late Stage).
- 5.5 If the Council notifies the Owner that the Council considers that Substantial Implementation (Late Stage) was not achieved by the Substantial Implementation Target Date (Late Stage) then this paragraph 5 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 5.4 that Substantial Implementation (Late Stage) has been achieved.. Where Substantial Implementation (Late Stage) has not been achieved on or before the Substantial Implementation Target Date (Late Stage) (as determined by the Council pursuant to paragraph 5.4 or by the Expert pursuant to paragraph 5.6), the Late Stage Review shall be triggered upon the occurrence of the Late Stage Review Trigger Date and paragraph 6 shall apply.
- 5.6 If there is any dispute as to whether Substantial Implementation (Late Stage) has been achieved on or before the Substantial Implementation Target Date (Late Stage) that cannot be resolved between the parties such dispute may be referred to the Expert pursuant to paragraph 11.
- 5.7 The Owner shall not Occupy more than 170 Dwellings within the Development unless and until:
- (a) the Council has notified the Owner pursuant to paragraph 5.4 (or the Expert has determined pursuant to paragraph 5.6) that Substantial Implementation (Late Stage) was achieved on or before the Substantial Implementation Target Date (Late Stage); or
 - (b) the Council has notified the Owner pursuant to paragraph 7.1 (or the Expert has determined pursuant to paragraph 11) that no Late Stage Review Contribution is payable as a result of the Late Stage Review; or

(c) the Owner has paid the Late Stage Review Contribution pursuant to paragraphs 7.1

Late Stage Review — Submission of Development Viability Information

- 6.1 Where Substantial Implementation (Late Stage) has not occurred on or before the Substantial Implementation Target Date (Late Stage) (as determined by the Council under paragraph 5.4 or pursuant to dispute resolution in accordance with paragraph 11):
- (a) the Owner shall submit the following information no later than twenty (20) Working Days after the Late Stage Review Trigger Date on the basis that the Council may make such information publicly available:
 - (i) the Development Viability Information for Formula 3 (being the Late Stage Review Actual GDV and the Late Stage Review Actual Build Costs and the Late Stage Review Estimated GDV and the Late Stage Review Estimated Build Costs);
 - (ii) a written statement applying the Development Viability Information to Formula 3 (provided always that if the result produced by Formula 3 is less than zero it shall be deemed to be zero) confirming whether in the Owner's view an Late Stage Review Surplus arises and the amount of the Late Stage Surplus Contribution; and
 - (b) paragraphs 7 and 8 of this Part 1B shall apply.

Late Stage Review — Council's Assessment

- 7.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 6.1 and shall notify the Owner of its decision, including whether a Late Stage Review Surplus arises and (if so) whether a Late Stage Review Contribution is payable and (if so) the amount.
- 7.2 No later than ten (10) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council in connection with its assessment of the Development Viability Information.
- 7.3 The Council may appoint an External Consultant to assist with its assessment of the Development Viability Information. The Council shall notify the Owner of its decision within twelve (12) weeks of receipt of the Development Viability Information and receipt of all additional information (if any) requested pursuant to paragraph 7.2 (or such longer period as the parties may agree in writing).

Late Stage Review — Formula 3 and Late Stage Review Contribution

- 8.1 The Late Stage Review Contribution shall be calculated in accordance with Formula 3 as set out in the Annex to this Part 1B. If the amount produced by Formula 3 is zero or negative, no Late Stage Review Contribution shall be payable. If the amount produced by Formula 3 is greater than zero then a Late Stage Review Contribution shall be payable.
- 8.2 Where a Late Stage Review Contribution is payable, the Owner shall not permit Occupation of more than 170 of the Dwellings unless and until the Late Stage Review Contribution has been paid in full to the Council.

8.3 The Late Stage Review Contribution shall be applied (but not in any particular order of priority):

(a) by the Council towards the provision of affordable housing within the district of North Hertfordshire; and/or

(b) by the Council and/or the County Council (as the case may be) towards infrastructure required in connection with the Development

In each case as the Council and/or the County Council shall in their absolute discretion determine.

8.4 The Council and the County Council covenant with each other (but for the avoidance of doubt not with the Owner) that they shall acting reasonably and in good faith use reasonable endeavours to agree between themselves how the Late Stage Review Contribution shall be apportioned between a financial contribution to be applied by the Council towards Affordable Housing and/or a financial contribution to be applied to address the County Contribution Shortfall.

Viability Review Cap

9.1 The aggregate of the Early Stage Review Output (or where applicable payment of the Early Stage Review Surplus where it is to be paid pursuant to paragraph 4.10) and the Late Stage Review Contribution under this Part 1B shall not in any circumstances exceed a sum that represents the Viability Review Cap.

9.2 Where the parties cannot agree the sum described in limb (a) in the definition of Viability Review Cap, such disagreement may be referred to the Expert for determination in accordance with paragraph 11 and for the avoidance of doubt the sum specified in limb (b) in the definition of Viability Review Cap is fixed and shall not be referable to dispute resolution pursuant to Paragraph 11.

Costs

10.1 The Owner shall pay the Council's costs reasonably and properly incurred in assessing each Viability Review (including any External Consultant costs) within twenty (20) Working Days of receipt of a written demand for payment.

Dispute Resolution

11.1 If the Owner and the Council are unable to agree any matter arising under this Part 1B within twenty (20) Working Days of the Council notifying its decision (or within such longer period as the parties may agree in writing), either party may refer the dispute to an Expert for determination by giving written notice to the other party.

11.2 The Expert shall be a person of at least ten (10) years' standing in the area of expertise relevant to the dispute, to be appointed:

(a) by written agreement between the parties within ten (10) Working Days of the referral notice; or

(b) failing agreement, nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the written application of either party.

11.3 The Expert shall act as an expert and not as an arbitrator. The Expert's decision shall be final and binding on the parties save in the case of manifest error and shall be reached within thirty (30) Working Days of appointment. The costs of the Expert shall be borne equally between the parties unless the Expert otherwise determines.

ANNEX TO PART 1B — VIABILITY REVIEW FORMULAE

Formula 1b — Early Stage Review Surplus

FORMULA 1B (SURPLUS PROFIT AVAILABLE FOR ADDITIONAL AFFORDABLE HOUSING)

"Surplus Profit" = $((A - B) - (C - D)) - P$

Where:

Variable	Definition
A	Early Stage Review GDV (£)
B	Application Stage GDV (£)
C	Early Stage Review Build Costs (£)
D	Application Stage Build Costs (£)
P	$(A - B) \times Y$
Y	Target Return (%)

Notes:

$(A - B)$ represents the change in GDV from the date of planning permission to the date of review.

$(C - D)$ represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV.

If S is zero or negative, no Early Stage Review Output arises from the Early Stage Review. If S is a positive figure, it constitutes the Early Stage Review Surplus .

Formula 3 — Late Stage Review Contribution

FORMULA 3 (SURPLUS PROFIT AVAILABLE FOR LATE STAGE REVIEW CONTRIBUTION)

X = Late Stage Review Contribution

$X = (((A + B) - C) - ((D + E) - F) - P) \times 0.5$

Where:

Variable	Definition
A	Late Stage Review Actual GDV (£)

Variable	Definition
B	Late Stage Review Estimated GDV (£)
C	— Application Stage GDV (£), where Development Viability Information in respect of Formula 1b was not required to be submitted pursuant to paragraph 2.1 of this Part 1B; or — Early Stage Review GDV (£) as agreed or determined pursuant to paragraph 3 of this Part 1B, where Development Viability Information in respect of Formula 1b was submitted pursuant to paragraph 2.1 of this Part 1B.
D	Late Stage Review Actual Build Costs (£)
E	Late Stage Review Estimated Build Costs (£)
F	— Application Stage Build Costs (£), where Development Viability Information in respect of Formula 1b was not required to be submitted pursuant to paragraph 2.1 of this Part 1B; or — Early Stage Review Build Costs (£) as agreed or determined pursuant to paragraph 3 of this Part 1B, where Development Viability Information in respect of Formula 1b was submitted pursuant to paragraph 2.1 of this Part 1B.
P	$(A + B - C) \times Y$
Y	Target Return (%)

Notes:

(A + B - C) represents the change in GDV from the date of the planning permission (or from the Early Stage Review Date, where Development Viability Information in respect of Formula 1b was submitted pursuant to paragraph 2.1 of this Part 1B) to the Late Stage Review Date.

(D + E - F) represents the change in build costs from the date of the planning permission (or from the Early Stage Review Date, where Development Viability Information in respect of Formula 1b was submitted pursuant to paragraph 2.1 of this Part 1B) to the Late Stage Review Date.

P represents developer profit on change in GDV

PART 2

Contributions to the Council

The Owner covenants with the Council as follows:

1. Healthcare Contribution

- 1.1 to pay the Healthcare Contribution to the Council prior to the Commencement of the Development; and
- 1.2 not to cause or permit Commencement of the Development until it has paid the Healthcare Contribution to the Council.

2. Therfield Heath Mitigation Contribution

- 2.1 To pay the Therfield Heath Mitigation Contribution prior to Commencement of Development within Phase 2;
- 2.2 Not to Commence Development within Phase 2 until the Therfield Heath Mitigation Contribution has been paid;
- 2.3 To comply with the Recreational Mitigation Strategy for a period of 80 years commencing from the date of first Occupation of any Dwelling;

3. Cricket Facilities Contribution

- 3.1 To pay the Cricket Facilities Contribution prior to Commencement of Development within Phase 2;
- 3.2 Not to Commence Development within Phase 2 until the Cricket Facilities Contribution has been paid

4. Hockey Facilities Contribution

- 4.1 To pay the Hockey Facilities Contribution prior to Commencement of Development within Phase 2;
- 4.2 Not to Commence Development within Phase 2 until the Hockey Facilities Contribution has been paid

5. Play Area Contribution

- 5.1 To pay the Play Area Contribution prior to Commencement of Development within Phase 2;
- 5.2 Not to Commence Development within Phase 2 until the Play Area Contribution has been paid

6. Playing Pitch Contribution

- 6.1 to pay the Playing Pitch Contribution to the Council prior to Commencement of Development within Phase 2; and
- 6.2 not to cause or permit Commencement of Development within Phase 2 until it has paid the Playing Pitch Contribution to the Council.

7. Rugby Club Contribution

- 7.1 To pay the Rugby Club Contribution to the Council prior to Commencement of Development within Phase 2;
- 7.2 Not to Commence Development within Phase 2 until the Rugby Club Contribution has been paid to the Council

8. Swimming Pool Contribution

- 8.1 to pay the Swimming Pool Contribution to the Council prior to the Commencement of Development;
- 8.2 not to cause or permit Commencement of Development until it has paid the Swimming Pool Contribution to the Council;

9. Tennis Court Contribution

- 9.1 to pay the Tennis Court Contribution to the Council prior to the Commencement of Development within Phase 2;
- 9.2 not to cause or permit Commencement of Development within Phase 2 until it has paid the Tennis Court Contribution to the Council;

PART 3 – Permissive Route

- 1. The Owner covenants with the Council so as to bind the Land and the Permissive Path Land, subject to paragraph 2 of this Part of this Schedule:
 - 1.1 to provide the Permissive Footpath in accordance with the Recreational Mitigation Strategy prior to the first Occupation of any Dwelling;
 - 1.2 not to Occupy or permit Occupation of any Dwellings until the Permissive Footpath has been provided in accordance with the Recreational Mitigation Strategy; and
 - 1.3 following compliance with paragraph 1.2 of this Part of this Schedule to retain the Permissive Footpath and manage and maintain it in accordance with the Recreational Mitigation Strategy for a period of not less than 80 years commencing with the date of

Occupation of the first Dwelling to be Occupied PROVIDED THAT nothing in this Deed shall prevent any Permitted Closure.

PART 4 – Biodiversity

1. Definitions

In Part 4 of this Schedule and this Agreement unless the context requires otherwise the following words and expressions shall have the following meanings:

Allocated means in the case of Off-site BNG Credits allocation of the Biodiversity Units to the relevant Phase in accordance with the Conservation Covenant and Allocation Agreement or in the case of Statutory Biodiversity Credits that they have been purchased and allocated to the relevant Phase and "Allocate" and "Allocation" and "Allocated" shall be construed accordingly;

Allocation Agreement means an agreement which in accordance with the Conservation Covenant provides for:

- (a) the purchase of the Biodiversity Units by the Owner;
- (b) Allocation of the Biodiversity Units;
- (c) Registration of the Allocation on the Biodiversity Gain Site Register;

Application BNG Reports means the Biodiversity Net Gains Assessment prepared by FPCR Environment & Design Ltd dated 11 August 2025 as submitted as part of the Application;

Biodiversity Gain Hierarchy means biodiversity gain hierarchy pursuant to article 37A of the DMPO;

Biodiversity Gain Site Register means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any equivalent regulations;

Biodiversity Metric means Version 4.0 published by Natural England (or any other successor organisation from time to time) to measure and account for biodiversity losses and gains resulting from development or land management change (or in the absence of any metric published by Natural England, such other metric as may be agreed by the Owner and the Council);

Biodiversity Units means the measure of biodiversity resource to be quantified and assessed in accordance with the Biodiversity Metric;

BNG Allocation Notice means a notice of sale and Allocation of Biodiversity Units in accordance with the Allocation Agreement and Conservation Covenant confirming the number and type of Biodiversity Units, details of the type and condition of habitat and the area of the Mitigation Land;

BNG Monitoring Contribution means the sum of £23,986 to be used by the Council towards monitoring Phase Biodiversity Onsite Compensation in accordance with this Part of this Schedule;

Conservation Covenant means a conservation covenant in respect of the Mitigation Land entered into pursuant to section 117 of the Environment Act 2021 which secures a legal requirement to create, layout, construct and manage and maintain for the Duration the habitat that gives rise to the Biodiversity Units within the Mitigation Land and which is enforceable by the Responsible Body against the owners of the Mitigation Land and their successors in title;

DMPO means the Town and Country Planning (Development Management Procedure) Order 2015 (as amended); and

Duration means a period of at least 30 years from Practical Completion of the Phase of Development or such other period of 30 years as may be agreed between the Owner with the Council;

HMMP means the habitat management and monitoring plan submitted to and approved in writing by the Council detailing how the Phase Biodiversity Onsite Compensation shall be managed and maintained for the Duration and which shall include details of all management prescriptions, monitoring requirements and timetables contained or referred to therein

Mitigation Land means an area of land (other than the Land or the BNG Land) which is registered on the Biodiversity Gain Site Register for the purposes of creating the habitat for the creation of Biodiversity Units;

Natural England means the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England.

Offsite BNG Credits means Biodiversity Units that are secured by a Conservation Covenant in respect of the Mitigation Land and which are Allocated to the Phase in accordance with the Allocation Agreement and the Conservation Covenant

Overall Plan means the overall plan for the Development as referred to in Regulation 4 of The Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024

Phase Biodiversity Baseline means the baseline Biodiversity Units relating to a Phase calculated by reference to the Application BNG Reports a calculation of which shall be included in the Phase Biodiversity Gain Plan in accordance with the Biodiversity Metric;

Phase Biodiversity Compensation Certificate means a certificate in respect of a Phase provided by a suitably qualified and experienced ecologist (the identity of whom has been approved by the Council in writing) that confirms that the Phase Biodiversity Post-Development Value for the Phase has been achieved and the Phase Biodiversity Gain Plan has been fully implemented including (where applicable in accordance with the Approved Phase Biodiversity Gain Plan) that

- (a) all works to lay out, construct and create the habitat detailed in the Approved Phase Biodiversity Onsite Compensation Scheme (whether such works are to be carried out within the Phase or within the BNG Land) have been completed in full; and
- (b) Any Offsite BNG Credits and/or Statutory BNG Credits proposed in the Approved Phase Biodiversity Gain Plan for the Phase have been Allocated to the Phase in accordance with the Approved Phase Biodiversity Gain Plan relating to the Phase and registration of the Allocation has been completed on the Biodiversity Gain Site Register;

Phase Biodiversity Gain Plan means a scheme relating to each Phase to be approved by the Council which shall accord with the Overall Plan, the Biodiversity Gain Hierarchy and the requirements of Schedule 7A of the Act and Article 37C of the DMPO, and which shall set out the Phase Biodiversity Baseline and shall detail how the Phase Biodiversity Post-Development Value for a Phase will be achieved through one or more of the following:

- (a) the provision of Phase Biodiversity Onsite Compensation in accordance with the Phase Biodiversity Onsite Compensation Scheme; and/or
- (b) the Allocation of Off-Site BNG Credits to the Phase; and/or
- (c) insofar as offsite BNG cannot be provided pursuant to (a) to (b) above in accordance with the Biodiversity Net Gain Hierarchy, the purchase and Allocation of Statutory BNG Credits to the Phase,

and the term **Approved Phase Biodiversity Gain Plan** shall be construed accordingly to mean the Phase Biodiversity Gain Plan approved by the Council for the applicable Phase in accordance with this Schedule;

Phase Biodiversity Onsite Compensation means biodiversity enhancement and creation measures to be implemented within the Phase and/or the BNG Land which achieves the Phase Biodiversity Post-Development Value in combination with any Offsite BNG Credits and/or Statutory BNG Credits provided for in the Approved Phase Biodiversity Gain Plan;

Phase Biodiversity Onsite Compensation Scheme means a detailed scheme to be approved by the Council detailing Phase Biodiversity Onsite Compensation and which shall accord with the Overall Plan, Schedule 7A of the Act and Article 37C of the DMPO and include (but shall not be limited to) the following:

- (a) a detailed design and specification of the works and other measures that will create the Phase Biodiversity Onsite Compensation
- (b) the programme for delivery of the Phase Biodiversity Onsite Compensation; and
- (c) the HMMP;
- (d) where the Phase Biodiversity Gain Plan provides for Phase Biodiversity Onsite Compensation to be implemented within both the Phase and the BNG Land, it shall identify (i) those works and measures to be

implemented within the Phase; and (ii) those works measures to be implemented within the BNG Land

and the term **Approved Phase Biodiversity Onsite Compensation Scheme** shall be construed accordingly to mean the Phase Biodiversity Onsite Compensation Scheme approved by the Council in accordance with this Schedule;

Phase Biodiversity Post-Development Value means the number of Biodiversity Units relating to a Phase that represents a 10% net gain when measured against the Phase Biodiversity Baseline for the Phase (calculated in accordance with the Biodiversity Metric) and which shall be achieved for each Phase through the implementation of the relevant Approved Phase Biodiversity Gain Plan such score to be approved by the Council as part of the Phase Biodiversity Gain Plan for the relevant Phase

Responsible Body means a responsible body as described in Section 119(1)(b) of the Environment Act 2021;

Statutory BNG Credits means the purchase of biodiversity credits through the statutory scheme operated by the Department for Environment, Food & Rural Affairs (or any successor body from time to time);

2 **Biodiversity Gain Plan**

The Owner covenants with the Council so as to bind the Land:

- 2.1 To submit the Overall Plan to the Council for approval prior to Commencement of Development
- 2.2 Not to Commence Development until the Council has approved the Overall Plan.
- 2.3 To submit the Phase Biodiversity Gain Plan and Phase Biodiversity Onsite Compensation Scheme for each Phase to the Council for approval prior to Commencement of Development within the Phase;
- 2.4 Not to Commence Development within a Phase until the Phase Biodiversity Gain Plan and Phase Biodiversity Onsite Compensation Scheme has been approved in writing by the Council in respect of the Phase;

3 **Biodiversity Onsite Compensation**

The Owner of the Land covenants with the Council so as to bind the Land that where the Approved Phase Biodiversity Gain Plan for a Phase provides for Phase Biodiversity Onsite Compensation in respect of that Phase:

- 3.1 to implement the Approved Phase Biodiversity Onsite Compensation Scheme in respect of the Phase and to carry out and complete all works and other measures specified in the Approved Phase Biodiversity Onsite Compensation Scheme (whether those works and measures are to be carried out within the Phase or within the BNG Land) prior to Occupation of more than 50% of the Dwellings within the Phase and thereafter to comply with maintenance, management and monitoring provisions of the Approved Phase Biodiversity Onsite Compensation Scheme for the Duration;
- 3.2 not to Occupy nor cause or permit Occupation of more than 50% of the Dwellings within the Phase until the works described in the Approved Phase Biodiversity Onsite

Compensation Scheme (whether to be carried out within the Phase or within the BNG Land) have been carried out and completed and the Council has received the Phase Biodiversity Compensation Certificate relating to the Phase and has confirmed in writing that it is satisfied that all works and other measures specified in the Approved Phase Biodiversity Onsite Compensation Scheme have been carried out and completed and that registration of the Biodiversity Units created by the Phase Biodiversity Onsite Compensation has been completed on the Biodiversity Gain Site Register;

- 3.3 to manage and maintain the Phase in accordance with the Approved HMMP insofar as such management and maintenance relates to the Phase for the Duration;
- 3.4 to submit to the Council annual updates on the monitoring, management and maintenance of the Phase in accordance with the Approved HMMP for the remainder of the Duration;
- 3.5 in the event that the Council serves notice on the Owner of the Phase that the Phase is not being monitored, managed and maintained in accordance with the Approved HMMP relating to the Phase to promptly take any necessary steps reasonably required by the Council and to invite the Council to inspect the Phase on completion of the required remediation works;
- 3.6 in the event that the Council serves a notice pursuant to paragraph 3.5 the Duration shall be extended in respect of the Phase until such time as the Council confirms in writing that all necessary steps have been taken to ensure full compliance with the Approved HMMP insofar as it relates to the Phase; and
- 3.7 to pay the BNG Monitoring Contribution prior to Commencement of Development.

4 Biodiversity Onsite Compensation – BNG Land

The Owner of the BNG Land covenants with the Council so as to bind the BNG Land that where the Approved Phase Biodiversity Gain Plan for a Phase provides for Phase Biodiversity Onsite Compensation that includes measures to be implemented within the BNG Land:

- 4.1 to implement each Approved Phase Biodiversity Onsite Compensation Scheme and to carry out and complete all works and other measures specified in the Approved Phase Biodiversity Onsite Compensation Scheme to the extent they specify any works or measures to be undertaken in relation to the BNG Land prior to Occupation of more than 50% of the Dwellings within the Phase to which an Approved Biodiversity Onsite Compensation Scheme relates
- 4.2 to manage and maintain the BNG Land in accordance with the Approved HMMP insofar as such management and maintenance relates to works and measures carried out within the BNG Land for the Duration;
- 4.3 to submit to the Council annual updates on the monitoring, management and maintenance of the BNG Land in accordance with the Approved HMMP for the Duration;
- 4.4 in the event that the Council serves notice on the Owner of the BNG Land that the BNG Land is not being monitored, managed and maintained in accordance with the Approved HMMP relating to the BNG Land to promptly take any necessary steps reasonably required by the Council and to invite the Council to inspect the BNG Land on completion of the required remediation works;
- 4.5 in the event that the Council serves a notice pursuant to paragraph 4.4 above, the Duration shall be extended in respect of the BNG Land until such time as the Council

confirms in writing that all necessary steps have been taken to ensure full compliance with the Approved HMMP insofar as it relates to the BNG Land.

5 Off-Site BNG Credits

Where the Approved Phase Biodiversity Gain Plan for a Phase provides for Off-Site BNG Credits to be secured and Allocated to the Phase

- 5.1 The Owner shall procure that prior to Commencement of Development within the Phase:
- 5.1.1 the Off-Site BNG Credits specified in the Approved Phase Biodiversity Gain Plan are Allocated to the Phase;
 - 5.1.2 registration of the Allocation is completed on the Biodiversity Gain Site Register;
 - 5.1.3 the Council is provided with a copy of the following for approval by the Council relating to the Off-Site BNG Credits:
 - (a) The Conservation Covenant
 - (b) the Allocation Agreement;
 - (c) the BNG Allocation Notice; and
 - (d) evidence of the completion of registration of the Allocation of the Off-Site BNG Credits on the Biodiversity Gain Site Register
- 5.2 The Owner covenants as follows
- 5.2.1 not to Commence Development within a Phase unless and until the Owner has complied with the requirements of Paragraph 5.1 and the Council has confirmed in writing that is satisfied with the documentation and evidence provided pursuant to Paragraph 5.1.3
 - 5.2.2 where the Approved Phase Biodiversity Gain Plan for a Phase provides for Statutory Credits to be secured and Allocated to the Phase, the Owner shall procure that prior to Commencement of Development within the Phase the Statutory Credits are purchased and Allocated to the Phase and evidence of the same is submitted to the Council for approval.
 - 5.2.3 not to Commence Development within a Phase unless and until the Council has approved the evidence submitted to it pursuant to Paragraph 5.2.2

6 Council Costs

- 6.1 to pay the Council's reasonable and proper costs incurred in evaluating and approving the Overall Plan, and the Phase Biodiversity Gain Plan for each Phase within 20 Working Days of written demand.

PART 5 – Managed Areas

Provision and Maintenance of Managed Areas

1. The Owner covenants with the Council:
 - 1.1 to submit the Managed Areas Works Scheme and the Managed Areas Management and Maintenance Scheme to the Council for approval for each Phase prior to the Commencement of the Development within that Phase;
 - 1.2 not to Commence Development within a Phase until it has submitted to and obtained the Council's written approval of the Managed Areas Works Scheme and the Managed Areas Management and Maintenance Scheme for that Phase;
 - 1.3 to lay out manage and maintain the Managed Areas in accordance with the Managed Areas Works Scheme and the Managed Areas Management and Maintenance Scheme (each as approved by the Council) and in accordance with the timetable and development milestones set out therein and to fully implement and comply with the Managed Areas Works Scheme and the Managed Areas Management and Maintenance Scheme (as approved by the Council);
 - 1.4 not to cause or permit the Occupation of more than 80% of the Dwellings within a Phase until Managed Areas Completion has occurred in respect of the Phase and the Council has issued a written confirmation to that effect;
 - 1.5 from the date of issue of the Council's written confirmation pursuant to Paragraph 1.4 above to manage and maintain the Managed Areas within the Phase to the standard required by the Managed Areas Works Scheme and the Managed Areas Management and Maintenance Scheme (in each case as approved by the Council) and to retain the Managed Areas within the Phase at all times in accordance with the approved Managed Areas Works Scheme and the Managed Areas Management and Maintenance Scheme applicable to the Phase;
 - 1.6 prior to Occupation of 90% of the Dwellings within a Phase (but not before the Council has issued its written confirmation pursuant to Paragraph 1.4 above) to transfer the Managed Areas within the Phase to the approved Management Company in accordance with the requirements of the Managed Areas Management and Maintenance Scheme and the Managed Areas Transfer Terms and furnish a certified copy of the completed transfer to the Council and not to Occupy more than 90% of the Dwellings within a Phase until this Paragraph 1.6 has been satisfied in relation to that Phase;
 - 1.7 not to use the Managed Areas for any use or purpose other than as public open space and/or unadopted roads and footways and or play areas (as applicable) for use by and for the enjoyment of the public or (where applicable) as SUDS or habitat areas or for such other purposes as may be approved as part of the applicable

approved Managed Areas Management and Maintenance Scheme unless otherwise approved in writing by the Council.

Establishment of the Management Company

2. The Owners covenant with Council not to cause or permit the Occupation of any of the Dwellings within a Phase until they have in relation to that Phase at their own expense:
 - 2.1 set up a limited company as the Management Company;
 - 2.2 ensured that the Management Company has at least two named persons as directors and one company secretary that are eligible to be appointed and (if required) removed and replaced by the members of the Management Company;
 - 2.3 procured through the Management Company documentation that the Management Company will hold at least one public meeting per year;
 - 2.4 procured that the Management Company is to be responsible for the upkeep and on-going maintenance of the Managed Areas in accordance with this Agreement;
 - 2.5 procured that the Management Company has and maintains for the lifetime of the Development appropriate public liability insurance to a minimum value of £5 million (five million) (the Insurance Policy); and
 - 2.6 procured that the Management Company enters into a direct covenant with the Council to perform the obligations of the Owner and the Management Company set out in this Part 5 of Schedule 2 and to report annually to the Council in terms of how it has satisfied its obligations in Part 5 of this Schedule

Management Company funding

3. The Owners covenant with the Council to:
 - 3.1 include in each transfer or lease of a Dwelling which is transferred or leased (and each transfer or lease of any other unit within the Development) an obligation to contribute an annual amount (the "Estate Service Charge") to the Management Company which together with fair contributions from other transferees or lessees of the Dwellings (and other units within the Development which are transferred or leased) shall be sufficient to enable the Management Company to discharge its obligations under this Agreement; and
 - 3.2 procure that the buyer or lessee of each Dwelling and any other unit within the Development which is transferred or leased shall upon any subsequent transfer or lease or assignment of their interest procure that the incoming transferee or lessee or assignee enters into direct covenants with the Management Company to pay the Estate Service Charge referred to at paragraph 3.1 of this Schedule.
 - 3.3 include in each transfer or lease of a Dwelling which is transferred or leased (and each transfer or lease of any other unit within the Development) an obligation to pay to the Council (or such other third party as the Council may appoint for the purposes of maintaining the Managed Areas) the sums mentioned at paragraph 3.1 above if demanded;

- 3.4 ensure that each person who acquires a freehold or leasehold interest in a Dwelling is entitled to become a member of the Management Company and shall procure that Management Company is controlled by the freehold and leasehold owners of the Dwellings once 90% of the Dwellings have been Occupied unless otherwise agreed in writing by the Council
- 3.5 not allow cause or permit any Dwelling within a Phase to be Occupied unless in respect of the Dwelling in question the provisions of paragraphs 3.1 to 3.4 above have been observed and performed.

Management Company documents

- 4. The Owners covenant with the Council to submit to and obtain the Council's written approval of the following information and documents relating to the Management Company prior to first Occupation of any Dwellings within a Phase:
 - 4.1 the name and company number of the Management Company;
 - 4.2 a copy of the company certificate of incorporation and articles and memorandum of association;
 - 4.3 a copy of its rules (which shall require at least one public meeting to be held per year and a minimum of seven days written notice to be given of each meeting to all company members and suitable facilities to be arranged for its meetings) and regulations and operational manuals;
 - 4.4 details of the names and addresses of all directors, members and the company secretary at the date of incorporation (which for the avoidance of doubt shall not include the names of individual Occupiers of Dwellings) provided that this shall not require the Owners to breach any data protection legislation;
 - 4.5 details of the financial resources that are available to the Management Company including evidence that there are or will be adequate resources in place to undertake the management and maintenance of the Managed Areas for the lifetime of the Development;
 - 4.6 a copy of the Insurance Policy; and
 - 4.7 details of how owners and occupiers will be entitled to become members of the Management Company.

Transfer of Management Company Functions

- 5. The Owner covenants as follows:
 - 5.1 In the event that the Management Company is dissolved for whatsoever reason, the Owners shall promptly and without delay establish a new Management Company in accordance with this Agreement.
 - 5.2 The Management Company may not transfer its responsibilities in respect of the Managed Areas unless that company is a Management Company and the transfer has been approved by the Council in writing.

- 5.3 For the avoidance of doubt, paragraph 5.2 above does not prohibit the Management Company appointing contractors to undertake or arrange works on behalf of the Management Company

SCHEDULE 3

COVENANTS TO THE COUNTY COUNCIL

1. The Owner covenants with the County Council:
- 2. Travel Plan Evaluation and Support Contribution**
 - 2.1 To pay the Travel Plan Evaluation and Support Contribution to the County Council in full prior to the Commencement Date; and
 - 2.2 Not to cause or permit the Commencement unless and until the Travel Plan Evaluation and Support Contribution has been paid to the County Council in full.
- 3. Library Contribution**
 - 3.1 To pay the Library Contribution to the County Council prior to the Commencement Date; and
 - 3.2 Not to Commence nor cause nor permit Commencement unless and until the Library Contribution has been paid to the County Council;
- 4. Waste Service Transfer Station Contribution**
 - 4.1 To pay the Waste Service Transfer Station Contribution to the County Council prior to the Commencement Date ; and
 - 4.2 Not to Commence nor cause nor permit Commencement unless and until the Waste Service Transfer Station Contribution has been paid to the County Council;
- 5. Youth Service Contribution**
 - 5.1 To pay the Youth Services Contribution to the County Council prior to the Commencement Date ; and
 - 5.2 Not to Commence nor cause nor permit Commencement unless and until the Youth Services Contribution has been paid to the County Council;
- 6. Childcare 0-2 Years Contribution**
 - 6.1 To pay the Childcare 0-2 Years Contribution to the County Council prior to the Commencement Date; and
 - 6.2 Not to Commence nor cause nor permit Commencement unless and until the Childcare 0-2 Years Contribution has been paid to the County Council;
- 7. Childcare 5-11 Years Contribution**
 - 7.1 To pay the Childcare 5-11 Years Contribution to the County Council prior to the Commencement Date ; and

- 7.2 Not to Commence nor cause nor permit Commencement unless and until the Childcare 5-11 Years Contribution has been paid to the County Council;

8. Education Contribution

- 8.1 To pay 32.8% of the Education Contribution to the County Council prior to the Commencement Date; and
- 8.2 Not to Commence nor cause nor permit Commencement unless and until 32.8% of the Education Contribution has been paid to the County Council;
- 8.3 To pay 17.3% of the Education Contribution to the County Council prior to Occupation of the 1st Dwelling in the Development; and
- 8.4 Not to Occupy nor cause nor permit Occupation of any Dwelling in the Development unless and until 50.1% of the Education Contribution has been paid to the County Council;
- 8.5 To pay 49.9% of the Education Contribution to the County Council prior to Occupation of the 107th Dwelling in the Development; and
- 8.6 Not to Occupy nor cause nor permit Occupation of the 107th Dwelling in the Development unless and until 100% of the Education Contribution has been paid to the County Council;

9. Sustainable Transport Strand 1 Contribution

- 9.1 To pay the first instalment of one hundred and seventy five thousand pounds (£175,000) of the Sustainable Transport Strand 1 Contribution to the County Council prior to Commencement of the Development
- 9.2 Not to cause or permit Commencement of the Development unless and until the first instalment of the Sustainable Transport Strand 1 Contribution has been paid to the County Council;
- 9.3 To pay the second instalment of one hundred and seventy five thousand pounds (£175,000) to the County Council prior to the first anniversary of the date of Commencement;
- 9.4 To pay the third instalment of one hundred and seventy five thousand pounds (£175,000) to the County Council prior to the second anniversary of the date of Commencement;
- 9.5 To pay the fourth instalment of one hundred and seventy five thousand pounds (£175,000) to the County Council prior to the third anniversary of the date of Commencement;

- 9.6 To pay the fifth instalment of one hundred and seventy five thousand pounds (£175,000) to the County Council prior to the fourth anniversary of the date of Commencement;

10. Sustainable Transport Strand 2 Contribution

- 10.1 To pay the Sustainable Transport Strand 2 (Full) Contribution to the County Council prior to Occupation of the first Dwelling to be Occupied within the Full Element;
- 10.2 Not to cause or permit Occupation of the first Dwelling to be Occupied within the Full Element unless and until the Sustainable Transport Strand 2 (Full) Contribution has been paid to the County Council.
- 10.3 The Sustainable Transport Strand 2 (Outline) Contribution applicable to each Reserved Matters Area shall be calculated by multiplying the Sustainable Transport Strand 2 Rate by the total number of Dwellings permitted by the relevant Reserved Matters Approval.
- 10.4 The Owner shall pay the Sustainable Transport Strand 2 (Outline) Contribution applicable to a given Reserved Matters Area to the County Council prior to Occupation of any Dwellings within that Reserved Matters Area and
- 10.5 Not to cause nor permit Occupation of any Dwellings within a Reserved Matters Area unless and until the Sustainable Transport Strand 2 (Outline) Contribution applicable to that Reserved Matters Area has been paid to the County Council.

11. Highways

- 11.1 The Owner covenants with the County Council to:
- 11.1.1 enter into the Highways Agreement prior to Occupation of the first Dwelling to be Occupied; and
 - 11.1.2 not cause or permit the first Dwelling to be Occupied unless and until it has entered into the Highways Agreement with the County Council;
 - 11.1.3 complete the Highways Works pursuant to the Highways Agreement prior to Occupation of the first Dwelling to be Occupied;
- 11.2 Not to Occupy nor cause nor permit Occupation of any part of the Development until such time as the Highways Works have been completed by the Owner to the satisfaction of the County Council as evidenced by issue of a certificate of completion by the Executive Director of Growth and Environment in respect of the Highways Works in accordance with the Highways Agreement
- 11.3 The Owner further covenants with the County Council to

- 11.3.1 to enter into the Aintree Road Footpath Agreement prior to Occupation of the first Dwelling to be Occupied;
- 11.3.2 not to cause or permit the first Dwelling to be Occupied unless and until it has entered in to the Aintree Road Footpath Agreement with the County Council;
- 11.3.3 to complete the Aintree Road Footpath Works pursuant to the Aintree Road Footpath Agreement prior to Occupation of the first Dwelling to be Occupied;
- 11.3.4 Not to Occupy nor cause nor permit Occupation of any part of the Development until such time as the Aintree Road Footpath Works have been completed by the Owner to the satisfaction of the County Council as evidenced by issue of a certificate of completion by the Executive Director of Growth & Environment in respect of the Aintree Road Footpath Works in accordance with the Aintree Road Footpath Agreement

11.4 The Owner covenants with the County Council to

- 11.4.1 enter into the Spine Road Agreement prior to Commencement of the Development; and
- 11.4.2 not cause or permit the Commencement of the Development unless and until it has entered into the Spine Road Agreement with the County Council;
- 11.4.3 complete the Spine Road Works pursuant to the Spine Road Agreement prior to Occupation of the fiftieth Dwelling to be Occupied;
- 11.4.4 Not to Occupy nor cause nor permit Occupation of more than forty nine Dwellings until such time as the Spine Road Works have been completed by the Owner to the satisfaction of the County Council as evidenced by issue of a certificate of completion by the Executive Director of Growth and Environment in respect of the Spine Road Works in accordance with the Spine Road Agreement

- 11.5 If the Department for Transport technical design standards or advice is amended after the date of this Deed the Executive Director of Growth and Environment shall be at liberty to review the Works and require any amendments he deems reasonably necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the Executive Director of Growth and Environment and the Works are commenced within three months of the date of the written approval then the Executive Director of Growth and Environment shall not seek any amendments to the Works.

SCHEDULE FOUR

COUNCIL'S COVENANTS

1. The Council covenants with the Owner to pay the District Council Contributions into an interest-bearing account with the Council's bankers and together with all interest that may from time to time accrue the said monies will be applied by the Council towards the provision of the relevant facilities as specified in the definition of each such contribution.
2. If any part of the District Council Contribution paid to the Council has not been expended or committed to be spent by the Council within ten years of the date of receipt by the Council, the Council shall repay any such unexpended sum with any interest accrued thereon to the party who made that payment, save that the Healthcare Contribution shall be governed by paragraph 4 below.
3. At the written request of 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 fully performed.
4. In the event that all or any part of the Healthcare Contribution paid to the Council has not been paid to the NHS then such Healthcare Contribution or part thereof that has not been paid to the NHS within 10 years from the date of payment to the Council shall be returned to the party who made the payment together with any interest on such unexpended sum from the date of receipt to the date of payment.

SCHEDULE FIVE

COUNTY COUNCIL'S COVENANTS

1. The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid.
2. The County Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended allocated or approved in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of notice of completion of the Development pursuant to clause 15.5 together with any interest accrued PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the development and in full compliance with Regulation 122 of the CIL Regulations 2010.
3. The County Council further covenants with the Owner following receipt of a written request (limited to three occasions per year) the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed and upon receipt by the County Council of its reasonable costs of doing so.

SCHEDULE SIX

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC LEGAL REFERENCE 27771.....

SITE ADDRESS

.....

.....

.....

SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

.....

Telephone nos.

Main

Mobile.....

Email

EVENTS BEING NOTIFIED

Commencement Date - date:

Occupation of Development (Number If relevant) - date:.....

Completion of Development - date:

COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance.....

.....

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
	X £	Y £	Z £	X+Y £	

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

- a) Director of Law and Governance
Hertfordshire County Council
Robertson House,
Stevenage
Hertfordshire
SG1 2FQ(Ref: 27771)
- b) The Development and Conservation Manager
North Hertfordshire District Council Council Offices Gernon Road Letchworth
Garden City Hertfordshire SG6 3JF(X)

APPENDIX 1

PHASE 1 AFFORDABLE HOUSING MIX

	Affordable Rent	Shared Ownership
1B maisonette	2	
2b maisonette	2	
2b bungalow	4	
2B house	4	6
3B house	3	2
Totals	15	8

PHASE 1 AFFORDABLE HOUSING TENURE MIX PLAN

APPENDIX 2 – THERFIELD HEATH MITIGATION STRATEGY

PLANS

EXECUTED and DELIVERED as a **DEED** on the date of this document

EXECUTED AS A DEED by
COUNTRYSIDE PROPERTIES
(UK) LIMITED
acting by

(attorney name)

and

(attorney name)

In the presence of

witness signature

attorney signature

witness name

witness address

witness signature

attorney signature

witness name

witness address

**SIGNED AS A DEED by
SIR FRANCIS HUGH CECIL
NEWMAN**

(Signature)

In the presence of

witness signature

witness name

witness address

Executed under the Common Seal of
North Hertfordshire District Council
in the presence of:

)
)
)

Duly Authorised Officer

Executed under the Common Seal of
Hertfordshire County Council
in the presence of:

)
)
)

