

Rae Mephram

From: Geoff Webber
Sent: 19 July 2011 15:46
To: Rae Mephram
Subject: Planning Application 09/04351/FUL - Park Road, Keynsham - S106 Agreement Explanatory Note

Rae

Please post this email on the Public Access system for the above application, as a front page to the S106 Agreement that you already have in your possession.

This is an explanatory note to members of the public viewing the S106 Agreement.

The planning application was refused by the Council's Development Control Committee and has subsequently become the subject of an Appeal to the Secretary of State by applicants Taylor Wimpey.

A Local Inquiry was held commencing on June 7th 2011, and as part of the standard Appeal procedure, the Inspector appointed to determine the Appeal indicated that he required the Council and the Appellants to complete a S106 Agreement regarding all appropriate matters, so that he could make his decision having regard to its provisions. The Agreement was dated on 24th June 2011, but this does not in any way indicate how the Inspector intends to proceed, and the completion of the agreement by the Council is entirely without prejudice to the Council's case in support of the refusal of planning permission.

The attached Agreement is related to the specific planning application, and is entirely conditional upon planning permission being granted by the Inspector. If he allows the appeal, then the Agreement effectively becomes part of the decision. If the Appeal is dismissed by the Inspector, then the Agreement never goes "live".

The Agreement provides (in the event that the Appeal is allowed) for the provision of land for the extension of Castle Primary School and for associated funding, for the provision of Affordable Housing, for the provision and management of public open spaces and play areas, for the provision of off-site highway improvements and for a range of other matters that are essential in the event that the development goes ahead.

Geoff Webber
Senior Professional - Major Developments

Planning Services
Bath and North East Somerset Council
PO Box 5006
Bath
BA1 1JG

Tel: 01225 477654
Mobile: 07980 998823
emails to: geoff_webber@bathnes.gov.uk

Bath & North East Somerset Council



LEGAL & DEMOCRATIC SERVICES

Legal Division

Northgate House, Upper Borough Walls, Bath, BA1 1RG

Telephone: (01225) 395178 Facsimile: (01225) 395153

E Mail : simon_elias@bathnes.gov.uk

Your ref:

My ref: SE.PEV.7459

Date: 18 July 2011

Memorandum

To: Geoff Webber, Planning, Lewis House

Planning Admin, Lewis House

John Theobald, Planning, Lewis House

Land Charges, Lewis House

Helen Hoynes, Riverside

Adrian Holloway, Strategic Housing, Lewis House

David Horne, Highway Development, Riverside

From: Simon Elias, Legal Adviser, Planning & Environmental Law Team

Direct Line: 01225 395178

**09/04351/FUL - Section 106 Agreement
Park Road, Keynsham**

Please find attached a copy of the Section 106 Agreement dated 24 June 2011 between the Council and Bryant Homes Southern Limited/Taylor Wimpey UK Limited made under Section 106 of the Town & Country Planning Act 1990 for land at the above address as identified by red edging on the ownership plan attached to the Deed.

Planning Admin - Please record the document in the Planning Register
Land Charges - Please record the document in the Land Charges Register

**CONFIRMATION
FROM LEGAL SERVICES OF NEWLY SIGNED OR AGREED PLANNING OBLIGATION (S106 AGREEMENT OR UNILATERAL
UNDERTAKING)**

From: Legal and Democratic Services

Date: 18 July 2011

To: Planning Services

Legal Ref: SE.PEV. 7459

Planning Services reference (Application no.)	09/04351/FUL
Address of Proposed Development	Park Road, Keynsham
Planning Obligation Type	S106 Agreement
Date of Agreement/Undertaking	24 June 2011
Name of Developer	Bryant Homes Southern Limited and Taylor Wimpey UK Limited

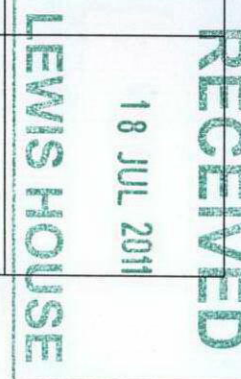
Summary of Obligations

	Description	Trigger	Contact
1	To provide Affordable Housing Units on the Land in accordance with the programme and timetable agreed and the Affordable Housing Mix	<p><i>Not to occupy more than 36 of the open market units until 7 of the affordable housing units have transferred to the Affordable Housing Provider</i></p> <p><i>Not to occupy more than 56 of the open market units until 40 of the affordable housing units have transferred to the Affordable Housing Provider</i></p> <p><i>Not to occupy more than 103 of the open market units until 49 of the affordable housing units have transferred to the Affordable Housing Provider</i></p> <p><i>Not to occupy more than 138 of the open market units until 73 of the affordable housing units have transferred to the Affordable Housing Provider</i></p> <p><i>Not to occupy more than 167 of the open market units until 77 of the affordable housing units have transferred to the Affordable Housing Provider</i></p> <p><i>Not to occupy more than 173 of the open market units until 100 of the affordable housing units have transferred to the Affordable Housing Provider</i></p>	



2	Obtain the Council's approval to a management plan for the Public Space (the Public Space being Open Space land, LAP land, LEAP land, and the playing field) and to manage maintain and insure the public space in accordance with the plan in perpetuity and at zero cost to the Council	<p><i>Not to occupy more than 85 residential units until the first LAP facility has been provided</i></p> <p><i>Not to occupy more than 150 residential units until the LEAP facility has been provided</i></p> <p><i>Not to occupy more than 190 residential units until the playing field and changing facility have been provided</i></p> <p><i>Not to occupy more than 250 residential units until the second LAP facility has been provided</i></p>	
3A	To pay to the Council the sum of £913,406.10 for or towards the provision of primary education ("the Primary School Contribution") in two instalments	<p><i>To pay the first £228,351.52 prior to Commencement of Development</i></p> <p><i>To pay the second £658,054.57 prior to occupation of more than 30 residential units or the date being 18 months from the commencement of the development whichever is earlier</i></p>	
3B	To pay to the Council the sum of £43,421.70 for or towards the provision of youth services ("the Youth Services Contribution") in two instalments	<p><i>To pay the first £10,855.43 prior to Commencement of Development</i></p> <p><i>To pay the second £32,566.27 prior to occupation of more than 30 residential units or the date being 18 months from the commencement of the development whichever is earlier</i></p>	
4A	To pay to the Council the sum of £55,000 for or towards the upgrading of bus stops in the vicinity of the development ("the Bus Stops Contribution")	<i>Prior to occupation of any of the residential units</i>	
4B	To pay to the Council the sum of £25,000 for or towards the upgrading of the public footpath at Park Road/St Clements Road ("the Off Site Footpath Contribution")	<i>Prior to occupation of any of the residential units</i>	
4C	To pay to the Council the sum of £20,000 for or towards the improvement of the public footpath alongside 22 The Brambles ("the 22 Brambles Footpath Contribution")	<i>Prior to occupation of any of the residential units</i>	
4D	To pay to the Council the sum of £150,000 for or towards highway network improvements around Keynsham ("the Highway Network Contribution")	<i>Prior to occupation of any of the residential units</i>	

4E	To pay to the Council the sum of £31,000 for or towards traffic management of traffic within the Park Estate as indicated in outline on the Drawing CBR-ABK-003/03/A by Halcrow Group Limited ("the Traffic Management Contribution")	<i>Prior to occupation of any of the residential units</i>	
4F	To pay to the Council the sum of £25,000 for or towards the costs of acquisition creation design and improvement of pedestrian and cycle access routes over the land between the development known as Abbots Wood and the future development site known as GDS.1.K2A on the Local Plan Proposals Map ("the Abbott Wood Contribution")	<i>prior to the occupation of the 285th residential unit</i>	
4G	To pay to the Council the sum of £40,000 for or towards the Castle Primary School footpath widening ("the Castle School Footpath Works Contribution")	<i>prior to occupation of any of the residential units</i>	
5	To enter into a Highways Agreement with the Council under sections 38 and/or 278 of the Highways Act 1980 and to pay all required fees and enter into any bonds required. To construct and complete the Highway Works to base course level ready for use by the public.	<i>Not to commence development until the Highways Agreement has been completed Not to allow occupation of the 100th residential unit until the Highway Works have been completed</i>	
6A	To submit to the Council and implement a scheme to monitor vehicle parking on Park Road, vehicle speeds on Park Road, highway safety on Park Road	<i>Scheme to be submitted prior to commencement of development. Scheme to be implemented within 12 months from the commencement of development and annually until a period of 12 months following occupation of the first residential unit The results the scheme and conclusions to be reported in writing to the Council within 1 month of the date of each scheme</i>	
6B	The owners shall pay to the Council on demand the Council's full costs incurred in the preparation and/or making of traffic regulation orders, public consultation and design and the costs of implementation of measures to control vehicle parking, highway safety and vehicle speeds on Park Road and Parkhouse Lane (including the provision of bollards on Parkhouse Lane)	<i>Payable within 28 days of the receipt by the Owners from the Council of an invoice of such costs providing this demand is made within 12 months of the occupation of the 285th (final) residential unit Costs not to exceed £69,000 (to be increased in accordance with the Highway Index Formula set out in the third Schedule of the Agreement)</i>	



10A	To complete to the written satisfaction of the Council the Retail Units in accordance with plans approved as part of the planning permission. The retail units shall not be used for any use other than A1 provided that if any unit has been marketed for more than 12 months such restriction to be lifted on that unit	<i>to be completed prior to occupation or use of upper floor flats pertaining to the retail units</i>	
10B	To complete to the written satisfaction of the Council the Office Units in accordance with plans approved as part of the planning permission. The office units shall not be used for any use other than B1 provided that if any unit has been marketed for more than 12 months such restriction to be lifted on that unit.	<i>to be completed prior to occupation or use of upper floor flats pertaining to the office units</i>	
11A	The first owner to transfer the Education Land to the Council.	<i>within 3 months of the Council giving the owners notice of request to transfer the education land provided no such notice of request shall be made by the Council within 9 months of the commencement of development provided that the Owners shall be entitled to defer the transfer of the Education land for a period of no more than 12 months in the event that the Owners are required to undertake Education land works that involve the removal of contamination</i>	
11B	To carry out the Education Land Works to the written satisfaction of the Council: <ul style="list-style-type: none"> ▪ Demolition of buildings on the education land ▪ Removal of any known contamination likely to cause any significant harm ▪ Fencing of the education land providing this does not interfere with any public right of way ▪ Provide for a connection for drainage from the education land 	<i>Prior to the transfer of the Education Land</i>	
11C	To make an application in the joint names of the Owners and the Council for a temporary or permanent order closing or altering the footpath crossing the education land to enable the education land to be permanently fenced around its perimeter	<i>Prior to commencement of development</i>	

DATED

24th June

2011

BATH AND NORTH EAST SOMERSET COUNCIL

and

RICHARD OLDS, MOLLY MAUREEN SANDERS, FRANCIS ANGEL FRY AND LANCE

JULIAN MILLARD AND AUDREY MARY MILLARD

and

HSBC BANK PLC

and

BRYANT HOMES SOUTHERN LIMITED

and

TAYLOR WIMPEY UK LIMITED

RECEIVED

18 JUL 2011

LEWIS HOUSE

AGREEMENT UNDER SECTION 106 OF THE TOWN AND COUNTRY

PLANNING ACT 1990

relating to all that land at Park Road Keynsham

in the District of Bath and North East Somerset

Bath and North East Somerset Council

Riverside

Temple Street

Keynsham

BS31 1LA

THIS DEED is made this

24th day of

June

2011

BETWEEN:

- (1) **BATH AND NORTH EAST SOMERSET COUNCIL** of Riverside Temple Street Keynsham BS31 1LA ("the Council")
- (2) **RICHARD OLDS** of Fairfield 196 Park Road Keynsham Bristol BS31 1AX ("the First Owner")
- (3) **MOLLY MAUREEN SANDERS** of Stantonbury Grange Road Saltford BS31 3AQ ("the Second Owner")
- (4) **FRANCIS ANGEL FRY** of Stonecrop Manor Road Keynsham Bristol BS31 1RG ("the Third Owner")
- (5) **LANCE JULIAN MILLARD** and **AUDREY MARY MILLARD** both of 194 Park Road Keynsham Bristol BS31 1AX ("the Fourth Owners")
- (6) **HSBC BANK PLC** (Co. Regn No. 00014259) whose registered office is 8 Canada Square London E14 5HQ ("the Mortgagee")
- (7) **BRYANT HOMES SOUTHERN LIMITED** (Co. Regn No. 00346732) and **TAYLOR WIMPEY UK LIMITED** (Co. Regn No. 01392762) both whose registered office are Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Developer")

RECITALS

A. STATUTORY AUTHORITY

- A.1 The Council is the local planning authority and local highway authority and the education authority for the purposes of the 1990 Act and the Highways Act 1980 and is a local authority for the purposes of section 111 of the Local Government Act 1972 and is a local housing authority for the purpose of the Housing Act 1985 for the area within which the Land is situated

B. INTERESTS IN THE SITE

- B.1 The First Owner is registered as the proprietor with title absolute at the Land Registry of part of the Land under title number ST207415 and seised in fee simple in possession of parts of

the Land by virtue of a Conveyance dated 18 December 1972 and Deed of Gift dated 13 January 1994

- B.2 The land under title no. ST207415 referred to under paragraph B.1 above is charged to the Mortgagee
- B.3 The Second Owner is seised in fee simple of part of the Land by virtue of a Deed of Gift dated 13 January 1994
- B.4 The Third Owner is seised in fee simple of part of the Land by virtue of a Deed of Gift dated 13 January 1994
- B.5 The Fourth Owner is seised in fee simple of part of the Land by virtue of a Conveyance dated 16 March 1982 and Deed of Gift dated 13 January 1994
- B.5 The Developer has the benefit of an agreement with the Owners for the sale and purchase of the Land

C. PLANNING

- C.1 The Developer by agent submitted the Planning Appeal to the Secretary of State
- C.2 The Council's Development Control Committee made a resolution on 27 October 2010 to refuse planning permission the subject of the Planning Appeal and by a decision notice dated 15 December 2010 the Council refused the application
- C.3 The Developer has appealed to the Secretary of State for Department for Communities and Local Government against the Council's decision and the Owners the Developer and the Council have agreed to enter into this Deed to secure the planning obligations in this Deed in the event the appeal is allowed

NOW THIS DEED WITNESSETH as follows:

1. INTERPRETATION

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



“1990 Act” means the Town and Country Planning Act 1990 (as amended)

“Access” means the provision of adopted roads and footpaths together with all rights and easements over the said roads and footpaths as are necessary to provide access to the Affordable Housing Units or any one of them

“Affordable Housing” means social rented and intermediate housing provided to specified eligible households whose needs are not met by the market and which meets the needs of eligible households at a cost low enough for them to afford determined by having regard to local incomes and local house prices and which remains at an affordable price for future eligible households (and irrespective of the price paid by an Affordable Housing Provider) who cannot afford to access market housing for rent or sale or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision

“Affordable Housing Mix” the Affordable Housing Units and their allocated parking spaces including the number of bedrooms internal layout, minimum internal size, location or locations plot numbers and tenures of the Affordable Housing Units (together with Access and such entrance ways and corridors parking spaces and other associated amenity areas as are necessary for the enjoyment of such units) as set out in planning application 09/04351/FUL and annotated (S) (Social Rented) and (SE) (Shared Equity (Shared Ownership)) in the Planning Layout Sheet 1 of 3 drawing no. PL-03.2 Rev K and referred to in the accompanying Schedule 22.03.11 Rev B unless otherwise agreed in writing with the Development Manager and which shall be used for the purpose of Affordable Housing

“Affordable Housing Provider” means

- a housing association within the meaning of the Housing Associations Act 1985 or
- a registered social landlord within the meaning of the Housing Act 1996 or
- a non profit registered provider of social housing under the Housing and Regeneration Act 2008 and registered with the Tenant Services Authority as a registered provider

as shall be approved by the Council and dependent upon the Affordable Housing Provider being able to demonstrate to the Council its ability to deliver the Affordable Housing at the Development in accordance with the terms of this Deed

“Affordable Housing Units” means the one hundred (100) Fully Serviced Dwellings (or such other figure representing 35% of the total number of Dwellings forming part of the Development (being two hundred and eighty five (285)) and which are to be constructed on the Land and “Affordable Housing Unit” shall mean any one of such units

"Assured Tenancy" means a tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) and subject to letting a TSA / HCA Target Rents

"Changing Facilities" means the provision of changing, showering and any associated vehicle parking facilities that may be provided in conjunction with the Playing Field as shall be agreed with the local planning authority

"Commencement of Development" means the date upon which the Development is commenced pursuant to the Planning Permission by the carrying out of a Material Operation on the Land provided that for the purposes of this Agreement only the following shall not be construed as commencement of the Development:

- Site clearance, demolition and site investigations
- Archaeological and ecological works and investigations
- Contamination and site remediation works
- The erection of site hoardings, enclosure and site signage
- The provision of temporary site access works connected to the above

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

"Community Use" means the use of the Changing Facilities in connection with the use of the Playing Fields as public open space

"Deed" means this Deed of Agreement

"Development" means the development of the Land authorised by the Planning Permission

"Development Manager" means the Development Manager of Planning Services, Lewis House, Manvers Street, Bath BA1 1JG for the time being of the Council and in the event that the post is abolished the holder of the post responsible for the Council's functions relevant to the particular context in this Deed to which the term relates or an officer duly authorised on his or her behalf

"Dwelling" means any single residential dwelling unit constructed on the Land (including Affordable Housing Units) and for the avoidance of doubt shall include a flat and "Dwellings" shall mean any one or more of them

"Education Land" means the land edged red for identification purposes only and whose northern boundary shall be contiguous with the southern boundary of Castle Primary School as shown on Barton Wilmore Drawing SCH_01 REV. A attached to this Deed for the extension of Castle Primary School and for educational purposes



“Education Land Works” mean the works to be carried out by the Owners prior to the transfer of the Education Land transfer set out in paragraph 11 of the First Schedule

“Engineer” means the Divisional Director Planning & Transport Development for the time being of the Council and in the event that the post is abolished the holder of the post responsible for the Council’s functions relevant to the particular context in this Deed to which the term relates or an officer duly authorised on his or her behalf

“First LAP Facility” means the provision of local area for play facility marked A and coloured green on the Plan as provided in paragraphs 2.1 and 2.2.1 of the First Schedule

“Fully Serviced” means having the same utilities provided for Affordable Housing Units as shall be provided for the Open Market Units

“HCA” means the Homes and Communities Agency or its predecessors or successors

“Highways Agreement” means an agreement between the Owners and the Council under sections 38 and/or 278 of the Highways Act 1980 and any other enabling provision and providing for the funding construction and completion of the Highway Works by the Owners

“Highway Works” means works to Park House Lane including its improvement and the construction of an emergency access footway and cycleway as identified on the Drawing CBR-ABK-003/02 Rev B annexed to the First Schedule and improvements and traffic management arrangements at Park Road as identified on the Drawing CBR-ABK-003/01 annexed to the First Schedule together with accommodation and other ancillary works as the Engineer may require

“Home Buy” means those Affordable Housing Units provided by the Affordable Housing Provider to be made available to eligible persons by way of a rent to Homebuy agreement, which gives the person with a Local Connection the opportunity to, in the first instance, rent the Shared Ownership Unit for a period up to five years during/following which they could purchase under the normal shared ownership criteria

“Homesearch Policy” means the policy documents which support the Council’s Homeseekers Register

“Homeseekers Register” means the register kept by the Council of those persons who are seeking accommodation within the Councils administrative area and whose need for such accommodation will be assessed by the Council in accordance with the Council’s Homesearch Policy

"Housing Need" means a person in need of housing who is unable to secure housing suitable for his/her needs in the local housing market as a result of the relationship between his or her income level and the rents or prices of such housing

"Intermediate Rent" means a rent charged for an Affordable Housing Unit which complies with the requirements of Intermediate Affordable Housing in Annexe B of Planning Policy Statement 3

"Land" means all that land at Park Road Keynsham BS31 1AX shown edged red on the 'Ownership Plan'

"LAP Facilities" means the First LAP Facility and Second LAP Facility

"LAP Land" means that part of the Public Space which incorporates the LAP Facilities

"LEAP Facility" means the provision of equipped play facility for children as shall be agreed with the Council, as provided in paragraphs 2.1 and 2.2.2 of the First Schedule

"LEAP Land" means that part of the Public Space which incorporates the LEAP Facility and shown coloured yellow on the Plan

"Local Connection" means in relation to an individual such individual who:

- immediately before taking up occupation of a Social Rented Housing Unit or Shared Ownership Unit had his only or principal home in the administrative area of the Council for a continuous period of not less than 3 years or
- has or a member of whose household has a parent child brother or sister whose only or principal home or place of residence is and has been for a continuous period of not less than 3 years in the administrative area of the Council and he wishes to be near that relative or
- is and has been permanently employed in the administrative area of the Council for a continuous period of not less than 3 years or
- such other person as may be approved by the Council or the home buy zone agents for the administrative area of the Council or is registered on the Council's housing waiting list

"Material Operation" shall have the meaning attributed to it by Section 56(4) of the 1990 Act

"Nominations Agreement" means an agreement in a form specified by the Council relating to nominations procedure as provided in paragraph 1.9 of the First Schedule



"Notice of Non Compliance" means a notice given by the Council to the Owners which specifies the work which needs to be carried out to secure compliance with the Public Space Management Plan

"Occupation" "Occupy" and "Occupied" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

"Office Units" means the office units to be constructed by the Owners pursuant to the Planning Permission at the locations shown coloured blue on the Plan

"OMV" means the market value of the Affordable Housing Unit - "market value" being as defined in the Royal Institution of Chartered Surveyors Manual of Valuation Practice Fourth Edition (otherwise known as the "red book") but on the assumption that the Affordable Housing Unit can be sold on the open market without restriction on price tenure, ownership or occupation free from the implications contained in this Deed and assuming that the Affordable Housing Unit is newly completed decorated and equipped and ready in all respects for first residential occupation

"Open Market Units" means those Dwellings comprised in the Development which are intended for sale at full market value or letting in the Private Housing Market to members of the general public without restriction and "Open Market Unit" shall mean any one or more of them

"Open Space Land" means the land shown for identification purposes coloured light green on the Plan

"Owners" mean the First Owner Second Owner Third Owner and Fourth Owners jointly and severably

"Ownership Plan" means the plan marked "Ownership Plan" attached to this Deed

"Plan" means the plan no. S106-01 by Barton Willmore and marked "Section 106 Plan" attached to this Deed

"Planning Appeal" means the appeal against refusal for planning permission in respect of the Development registered by the Council on 25 November 2009 under reference number 09/04351/FUL for a housing led mixed use development comprising 285 dwellings, retail accommodation, flexible business/employment floor space, affordable housing, formation of new vehicular, pedestrian and cycle accesses, pedestrian and cycle improvements to Parkhouse Lane,

formal and informal public open space including junior playing pitch and associated changing rooms and parking facilities, together with landscaping and tree planting and ancillary works including drainage (full application) and extension to Castle Primary School (outline application, all matters reserved) and shall include any reserved matters application further to the Planning Appeal and which has been given PINS reference APP/F0114/A/10/2143212/NWF

“Planning Permission” means the grant of planning permission in respect of the Planning Appeal

“Playing Field” means the land shown for identification purposes coloured orange on the Plan for designated recreational sport

“Private Housing Market” means the open market for the sale or letting of housing provided by a person other than (a) a local housing authority or (b) an Affordable Housing Provider or (c) any other person or body approved by the Council offering accommodation to the public at less than the prevailing market rent/sale price

“Public Space” means the Open Space Land, the LEAP Land, the LAP Land and Playing Field

“Residential Unit” means any unit of residential occupation constructed on the Land pursuant to the Planning Permission as part of the Development

“Retail Units” means the retail units to be constructed by the Owners pursuant to the Planning Permission at the locations shown coloured purple on the Plan

“School Footpath” means the footpath on the west side of Castle Primary School shown for the purposes of identification shown and coloured orange on the Plan

“Second LAP Facility” means the provision of local area for play facilities as shall be agreed with the Council on the part of the LAP Land marked B and coloured green on the Plan as provided in paragraphs 2.1 and 2.2.4 of the First Schedule

“Services” (without prejudice to the generality of this expression) shall include electricity telephone gas water foul drainage surface water drainage

“Service Charge” means the amount that residents are charged at a not for profit or not for loss to cover the management and maintenance of the communal elements of the buildings and curtilage which should be limited to a reasonable level that will maintain affordability for local households in need of affordable housing



“Service Installations” (without prejudice to the generality of this expression) shall include sewers drains culverts channels outlets mains wires cables ducts flues soakaways and other conducting media for the supply of Services

“Shared Ownership Lease” means a long lease of an Affordable Housing Unit issued by the Affordable Housing Provider

“Shared Ownership Unit” means an Affordable Housing Unit let or disposed of on a Shared Ownership Lease in respect of which a lease is granted at a percentage of the OMV of that Open Market Unit and subject to a rent payable in respect of the retained equity percentage and whether or not the lessee has the right to pay a further premium in respect of a further percentage of the purchase price and /or to acquire a leasehold or freehold reversion to the lease details of which shall have been approved by the Council and is provided having regard to local incomes and local house prices and market rents in the administrative area of the Council and the term Shared Ownership Unit shall include a Home Buy unit and “Shared Ownership Units” shall mean any one or more of them

“Staircase” and **“Staircasing Out”** means the method by which the occupier of a Shared Ownership Unit pays a premium in order to acquire an equity share (or a further equity share) in a Shared Ownership Unit in return for a reduction in rent

“Social Rented Housing Unit” means an Affordable Housing Unit let under an Assured Tenancy through the involvement of an Affordable Housing Provider and of which rent will be charged in accordance with Target Rents except with the proviso that an introductory tenancy may be applied during the first twelve (12) months of any new tenancy at rents which do not exceed local Target Rents and service charges that are reasonable in all circumstances and with annual rent reviews limited to no more than RPI plus 0.5% or as recommended by the TSA

“Target Rents” means the rent which is derived by applying the formula set out in the Housing Corporations publication “Rent Influencing Regime”- implementing the rent restructuring framework (October 2001) that will be applied to each completed unit and subject to the rent review arrangements provided in the annually published guidance of the HCA (as the successor to the Housing Corporation) (or its successor) or such equivalent measure of rental affordability as may be published or agreed instead by the TSA or the Council

“Tenant Services Authority (“TSA”) means the Tenant Services Authority as defined within the Housing Regeneration Act 2008 and shall include any successor body exercising similar functions

"Zone Agent" means the government established zone agent for the West of England region who co-ordinates and acts as first point of contact for all low cost home ownership opportunities within a designated area



2 CONSTRUCTION OF THIS DEED:

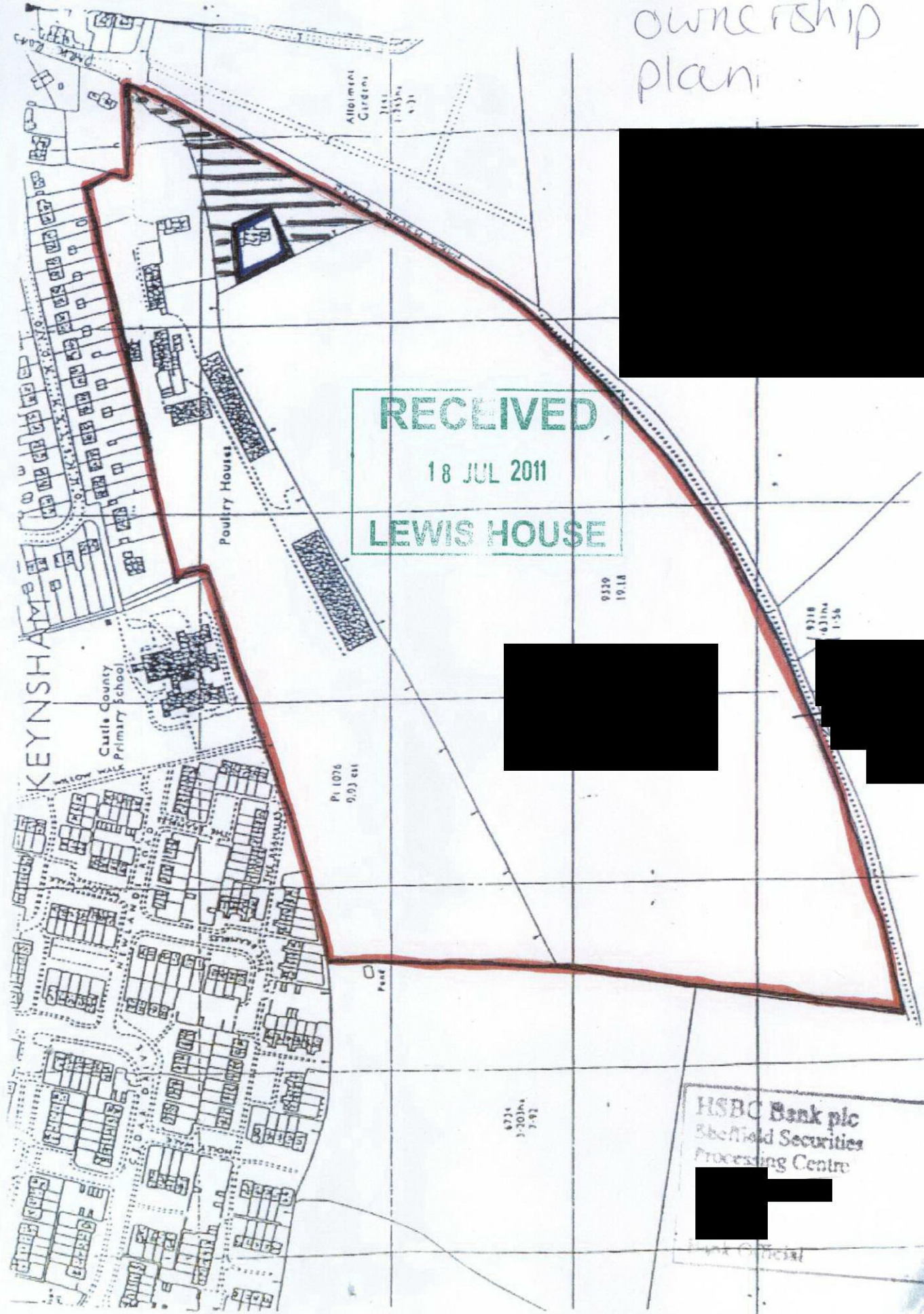
- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4. The headings used in this Deed shall not affect its interpretation.
- 2.5. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6. Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given under the Act or deriving validity from it.
- 2.7. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.8. References to clauses, paragraphs, plans, schedules and appendices are to the clauses, paragraphs, plans, schedules and appendices of this deed
- 2.9. The covenants and obligations in this Deed with the exception of those terms relating to the use of the Affordable Housing Units as Affordable Housing and the Public Open Space

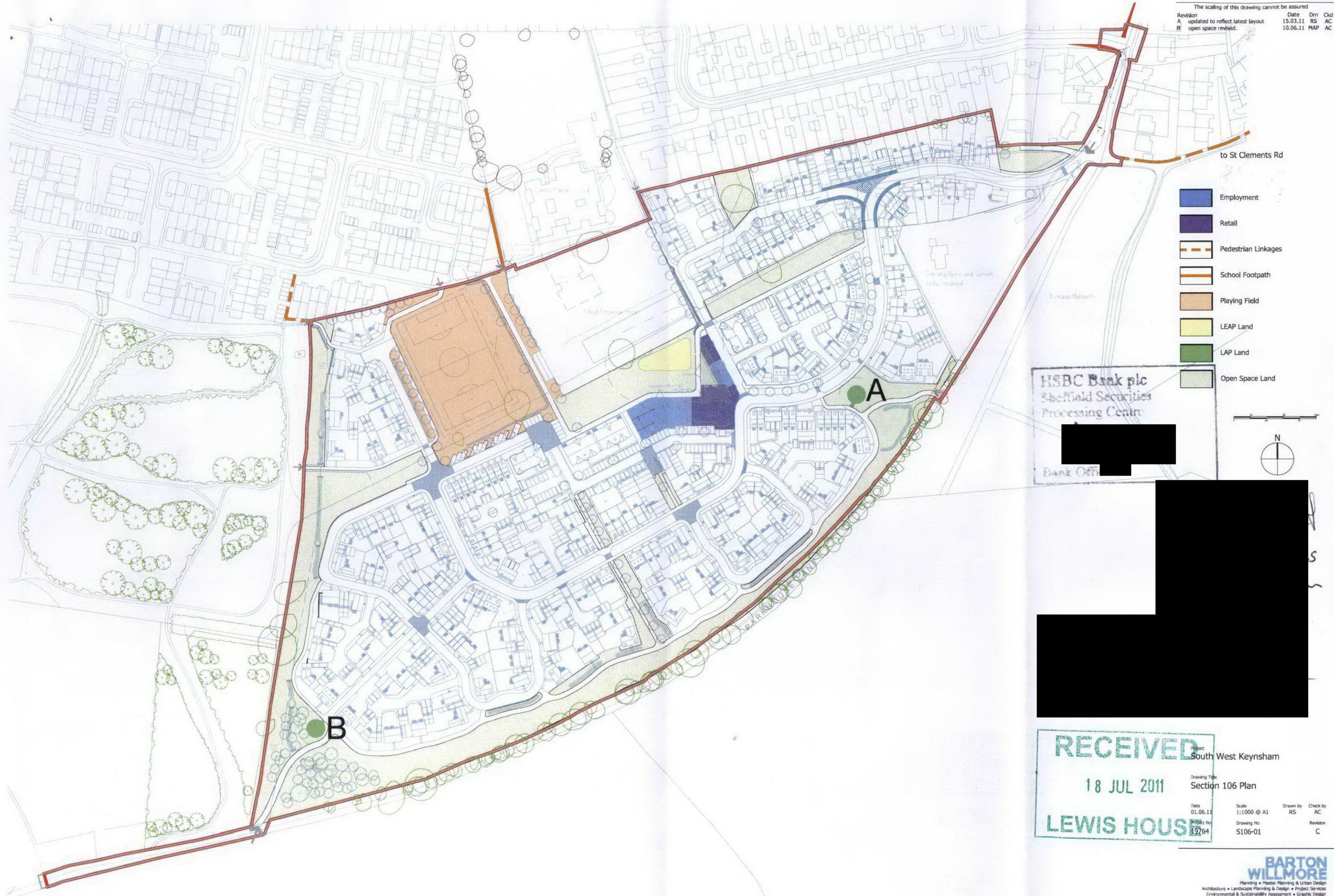
ownership
plan

RECEIVED

18 JUL 2011

LEWIS HOUSE





RECEIVED South West Keynesham

18 JUL 2011

LEWIS HOUSE

Drawing Title: Section 106 Plan

Date: 01.06.11

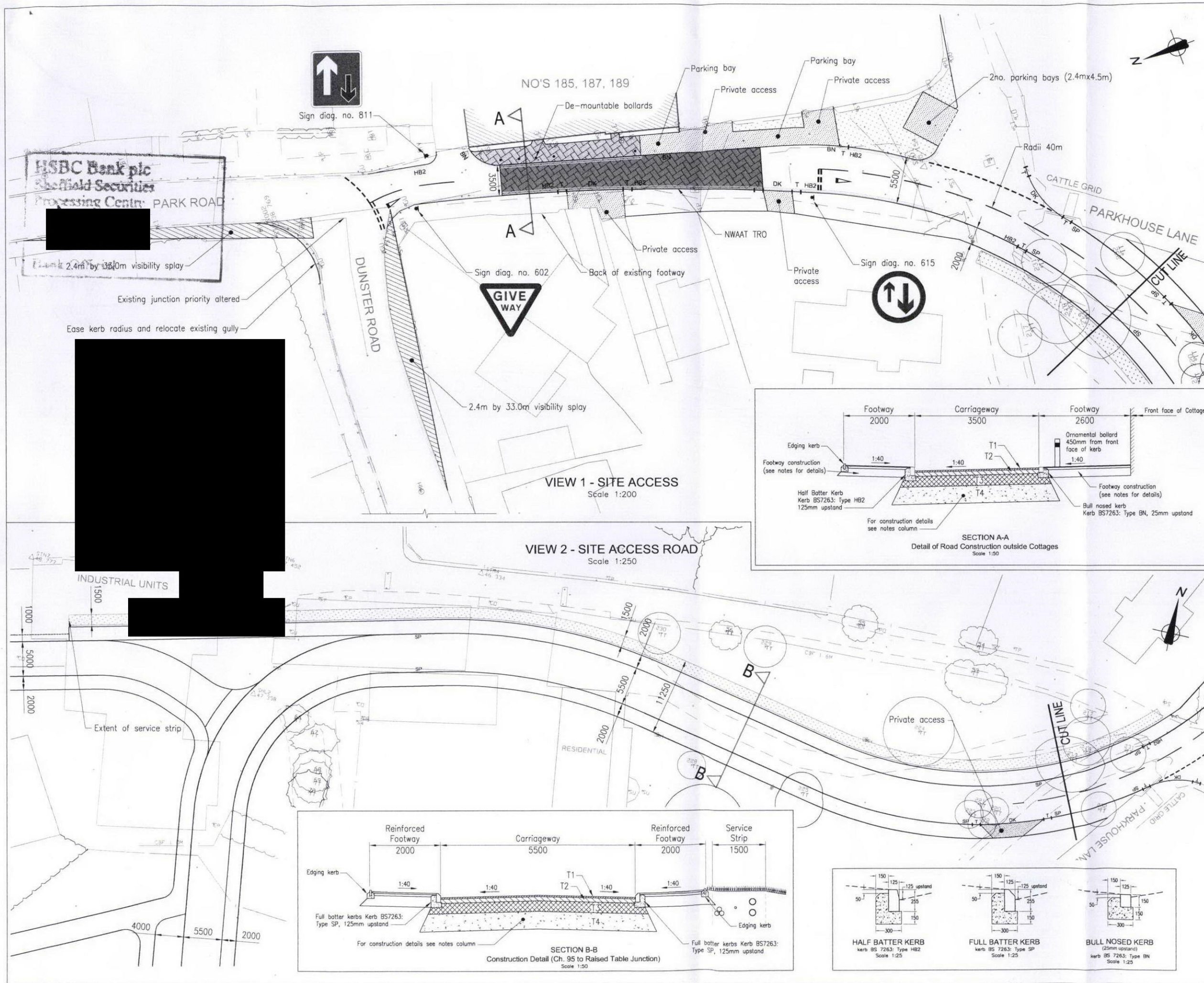
Scale: 1:1000 @ A1

Drawing No: S106-01

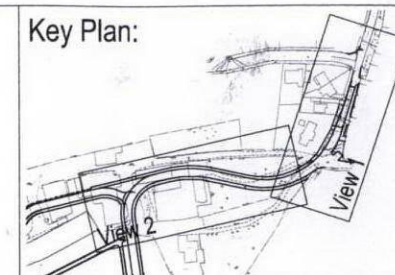
Drawn by: RS

Check by: AC

Revision: C



Key Plan:



Notes:

1. All dimensions in millimeters unless specified otherwise.

Legend:

HB2	Half batter kerb with 125mm upstand
T	Transition kerb
DK	Dropped kerb with max. upstand of 6mm
BN	Bull nosed kerb with 25mm upstand
SP	Full battered kerb with 125mm upstand

Construction Details:

Footway Construction

- 20mm of 6mm Dense Bitumen Macadam Wearing Course
- 60mm of 20mm Dense Bitumen Macadam Basecourse
- 225mm of Granular Sub-Base Material Type 1

Reinforced Footway Construction

- 40mm of 6mm Dense Bitumen Macadam Wearing Course
- 60mm of 20mm Dense Bitumen Macadam Basecourse
- 300mm of Granular Sub-Base Material Type 1

Minor Road Construction

- T1 • 25mm Dense Bitumen Macadam Wearing Course - 6mm N.S. aggregate, 100PEN binder, P.S.V. not less than 55.
 - T2 • 50mm Dense Bitumen Macadam Base Course 20mm N.S. aggregate, 100PEN binder.
 - T3 • 150mm Dense Bitumen Macadam Road Base
 - T4 • 150mm Granular Sub-Base Material Type 1
- *Note: Sub-Base material thickness subject to CBR results.

PRELIMINARY

Rev	By	Chd	Appd	Date	Description
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Client

Taylor Wimpey plc

Halcrow Group Limited
1 The Square, Temple Quay, Bristol, BS1 6DQ
Tel: +44 (0)117 910 2580 Fax: +44 (0)117 910 2581
www.halcrow.com

Project
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KEYNSHAM MASTERPLAN

Drawing
18 JUL 2011
PARK ROAD ACCESS

LEWIS HOUSE
Drawn by: Paul Collier Date: Oct 2009

Checked by: David Lear Date: Oct 2009
Approved by: David Lear Date: Oct 2009

Drawing No. CBR-ABK-003/01 Revision

Drawing Scale: As Shown at A1



1. All dimensions in millimeters unless specified otherwise.

Bank Office

Orchard

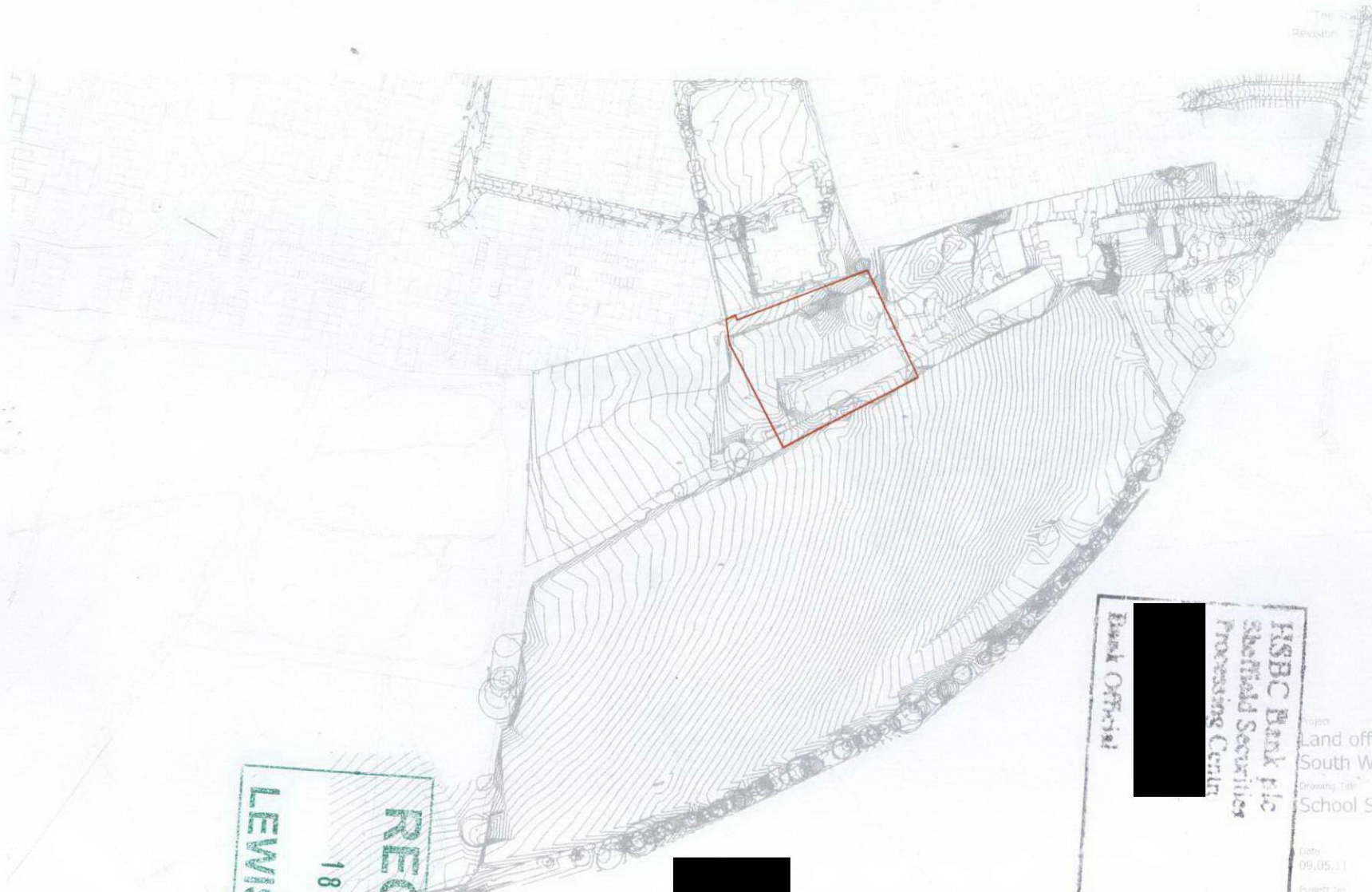
Line of Dead Trees

Wall Boundary in Rubble

CYCLE PATH
Scale 1:250

[illegible]

The scale of this drawing cannot be ascertained
 Revision: _____ Date: _____ Initial: _____



RECEIVED
 18 JUL 2011
LEWIS HOUSE

HSBC Bank plc
Sherfield Securities
Processing Centre
 Black Official

Project: Land off Park Road,
 South West Keynsham
 Drawing Title: School Site Plan

Date: 09.05.11	Scale: 1:2500@A3	Drawn by: AC
Project No: 15149	Drawing No: SCH_01	Revision: A

BARTON WILLMORE

Planning • Master Planning & Urban Design
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 Environmental & Sustainability Assessment • Graphic Design

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Plot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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Management Plan in the First Schedule shall not be binding upon individual purchasers of a Residential Unit and no occupier or owner of such Residential Unit shall be liable for a breach of the terms of this Deed

- 2.10. Any obligation in this Deed which requires the Council to comply with or procure compliance with an obligation or covenant in this Deed or to approve or agree to a requirement on the Owner in this Deed shall include an obligation on the Council to act reasonably

3. ENFORCEMENT

- 3.1 The covenants restrictions and requirements imposed upon the Owners in this Deed are enforceable not only against the Owners but also against their respective successors in title (and any person corporate or otherwise deriving through or under them) to an interest or legal estate in any part of the Land as if that person had also been an original covenanting party to this Deed to bind such interest or legal estate

- 3.2 This Deed shall be enforceable by the Council and its successors as local planning authority

4. PLANNING OBLIGATIONS

- 4.1 This Deed is made in pursuance of Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of the obligations contained in it with intent to bind interests of the Owners in the Land and its successors in title
- 4.2 The covenants restrictions and requirements imposed upon the Owners under this Deed create planning obligations binding on the Land pursuant to Section 106 of the 1990 Act
- 4.3 For the purposes of section 106(9) of the 1990 Act the Council is the local planning authority by whom the planning obligations within this Deed are enforceable

5. COVENANTS

- 5.1 The Owners agree undertake and covenant with the Council as set out in the First Schedule

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18 JUL 2011

LEWIS HOUSE

5.2 The Council undertakes and covenants with the Owners as set out in the Second Schedule

5.3 The Owners warrants that he has full power to enter into this Deed and that there are no other person or persons or bodies who have a charge over the Land or any interest in it other than the parties to this Deed

6. COUNCIL'S COSTS

6.1 The Owners shall pay to the Council upon completion of this Deed the reasonable legal and professional costs of the Council capped at £5,000 in connection with the negotiation preparation and execution of this Deed

6.2 The Owners shall pay to the Council within 14 days of Commencement of the Development the sum of five thousand pounds (£5,000) as a contribution towards the Council's costs of monitoring the implementation of this Deed

7. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7.1 A person who is not party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms other than the parties to it under that Act

8. AGREEMENTS AND DECLARATIONS

8.1 The covenants and stipulations contained in this Deed are intended to run with the Land and each and every part thereof and to bind the owners and occupiers thereof from time to time and this Deed shall accordingly be registerable as a local land charge by the Council

8.2 Insofar as any clause or clauses in this Deed are found (for whatever reason) to be invalid illegality or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

8.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development

- 8.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 8.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 8.6 Nothing in this Deed shall be construed so as to fetter to an extent which may be unlawful any of the Council's powers and duties in its capacity as local planning authority or in any other capacity
- 8.7 Save where otherwise expressly stated all covenants given by the Owners under this Deed shall be complied with entirely at the expense of the party or parties giving the covenant or covenants
- 8.8 Any covenant not to act includes an obligation not to allow permit or suffer that act or thing to be done by any other person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person

9. CONDITIONALITY

- 9.1 Save for the provisions of clause 6 (which shall come into effect immediately upon completion of this Deed) this Deed is conditional upon and shall not take effect until the grant of the Planning Permission and the Commencement of Development

10. CHANGE IN OWNERSHIP

- 10.1 The Owners agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan

11. JURISDICTION



- 11.1 This Deed is governed by English law and any dispute connected with this Deed is subject to the exclusive jurisdiction of the English courts

12. DELIVERY

- 12.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

13. DISPUTE PROVISIONS

- 13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares

- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares

- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation

- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and

supporting material and the other party will be entitled to make a counter written submission within a further ten working days

- 13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

14. MORTGAGEE'S/DEVELOPERS CONSENT

- 14.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner
- 14.2 The Developer acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Land shall be bound by the obligations contained in this Deed



FIRST SCHEDULE
THE OWNERS COVENANTS

AFFORDABLE HOUSING

1. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council as follows:
 - 1.1 Following Commencement of Development to provide the Affordable Housing Units on the Land distributed throughout the Land together with the Services and Service Installations and Access in accordance with the programme and timetable agreed and the Affordable Housing Mix and subject always to the paragraphs below
 - 1.2 Not to Occupy or cause or allow the Occupation of:
 - 1.2.1 more than thirty six (36) of the Open Market Units until seven (7) of the Affordable Housing Units shall have achieved practical completion and the freehold of the Affordable Housing Units transferred together with (in either case) the Services and Service Installations and Access to an Affordable Housing Provider (or binding contracts to transfer such units to an Affordable Housing Provider shall have been exchanged) and in either case evidence to the Council of such transfer or contract shall have been provided
 - 1.2.2 more than fifty six (56) of the Open Market Units until forty (40) of the Affordable Housing Units shall have achieved practical completion and the freehold of the Affordable Housing Units transferred together with (in either case) the Services and Service Installations and Access to an Affordable Housing Provider (or binding contracts to transfer such units to an Affordable Housing Provider shall have been exchanged) and in either case evidence to the Council of such transfer or contract shall have been provided
 - 1.2.3 more than one hundred and three (103) of the Open Market Units until forty nine (49) of the Affordable Housing Units shall have achieved practical completion and the freehold of the Affordable Housing Units transferred together with (in either case) the Services and Service Installations and Access to an Affordable Housing Provider (or binding contracts to transfer such units to an Affordable Housing Provider shall have been exchanged) and in either case evidence to the Council of such transfer or contract shall have been provided

- 1.2.4 more than one hundred and thirty eight (138) of the Open Market Units until seventy three (73) of the Affordable Housing Units shall have achieved practical completion and the freehold of the Affordable Housing Units transferred together with (in either case) the Services and Service Installations and Access to an Affordable Housing Provider (or binding contracts to transfer such units to an Affordable Housing Provider shall have been exchanged) and in either case evidence to the Council of such transfer or contract shall have been provided
- 1.2.5 more than one hundred and sixty seven (167) of the Open Market Units until seventy seven (77) of the Affordable Housing Units shall have achieved practical completion and the freehold of the Affordable Housing Units transferred together with (in either case) the Services and Service Installations and Access to an Affordable Housing Provider (or binding contracts to transfer such units to an Affordable Housing Provider shall have been exchanged) and in either case evidence to the Council of such transfer or contract shall have been provided
- 1.2.6 more than one hundred and seventy three (173) of the Open Market Units until one hundred (100) of the Affordable Housing Units shall have achieved practical completion and the freehold of the Affordable Housing Units transferred together with (in either case) the Services and Service Installations and Access to an Affordable Housing Provider (or binding contracts to transfer such units to an Affordable Housing Provider shall have been exchanged) and in either case evidence to the Council of such transfer or contract shall have been provided
- 1.3 not to construct or cause or permit the construction of the Affordable Housing Units unless:
- 1.3.1 the construction layout and size of the Affordable Housing Units meets Code for Sustainable Homes Code 3
- 1.4. not to use or allow the Affordable Housing Units to be used for any purpose other than for Affordable Housing in accordance with the terms of this Deed
- 1.5 to notify the Development Manager in writing of any Staircasing Out or sale of any Affordable Housing Unit on the Land within 28 days of its occurrence



1.6 not to dispose of or cause or allow the disposal of any Affordable Housing Units other than:

1.7.1 by way of an Assured Tenancy complying with the guidance given by the Housing Corporation under the Housing Act 1996 section 36 or

1.7.2 by way of any statutory or contractual right to buy/acquire or the preserved right to buy/acquire under the Housing Associations Act 1985 or the right to buy/acquire under the Housing Act 1996 or otherwise or any right to Staircase to full freehold or leasehold ownership by the acquisition of additional equity in the Affordable Housing Unit or

1.7.3 by way of shared ownership lease or under the Government's Home Buy Scheme and via the appointed Zone Agent (or under similar arrangements to the Government's Home Buy Scheme)

1.7.4 to an individual residential purchaser tenant or occupant who satisfies the qualifications set out below namely that the person(s):

1.7.4.1 is an individual or are individuals

1.7.4.2 is considered by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit

1.7.4.3 is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council and is a specified eligible household which means an individual listed on the Homeseeker's Register and/or the equivalent Zone Agents list of eligible applicants

1.7.4.4 before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his only or principal home

1.7.4.5 has a Local Connection



1.7.5 in accordance with the proportions agreed and comprised under paragraph 1.13 of this Schedule

- 1.8 if so required by the Council having served notice in writing on the Owners not to transfer the Affordable Housing Units to an Affordable Housing Provider under paragraph 1.2 without procuring as a term of the transfer that the Affordable Housing Provider shall undertake to enter into a Nominations Agreement with the Council as specified by the Council
- 1.9 the rent payable by the occupant of any Social Rented Housing Unit shall be in accordance with Target Rents
- 1.10 any Social Rented Housing Unit shall not be let other than by way of an Assured Tenancy unless otherwise agreed in writing by the Development Manager and no subsequent amendment or revision of the said tenancy of a significant nature shall be made without the prior consultation and consent of the Development Manager
- 1.11 to allow the Council or its agent to nominate 100% of the first occupiers of the Affordable Housing Units such occupier who is in Housing Need and recorded in the Homeseekers Register
- 1.12 Upon any subsequent assignment or letting of an Affordable Housing Unit (after initial occupation) the occupier/s to whom the relevant lease shall be assigned or to whom the Affordable Housing Unit shall be let shall (insofar as reasonably practicable and subject to the terms of the relevant lease or tenancy) be nominated by the Council from the HomeSeekers Register in respect of three out of four of the Affordable Housing Units to be assigned or let and the fourth Affordable Housing Unit to be assigned or let shall be occupied by persons nominated by the Owners who satisfy the terms of the Homesearch Policy as being in Housing Need
- 1.13 The Affordable Housing Units shall comprise:
- 1.13.1 seventy six (76) Social Rented Units (being 4 no. one bed apartments, 22 no. 2 bed apartments, 24 no. two bed houses 20 no. three bed houses and 6 no. four bed houses) on the Land and in accordance with the Affordable Housing Mix

1.13.2 twenty four (24) Shared Ownership Units (being 2 no. one bed apartments, 12 no. 2 bed apartments, 5 no. two bed houses and 5 no. three bed house) or subject to agreement with the Council such other forms of intermediate affordable housing as defined in Planning Policy Statement 3: Housing June 2010 on the Land in accordance with the Affordable Housing Mix

and unless otherwise permitted in writing by the Council the Owners agree that they will not vary the proportion of Social Rented Housing Units and Shared Ownership Units specified in this Schedule

1.14 procure that the Social Rented Housing Units shall be excluded (so far as legally possible) from:

1.14.1 any right to buy introduced in favour of the occupiers of the Social Rented Housing Units and/or

1.14.2 from any other mechanism that could result in any of the Social Rented Housing Units becoming available for sale in the Private Housing Market

1.15 that the Owners shall procure that the Shared Ownership Housing Units shall be made available by the Affordable Housing Provider for shared ownership under the Affordable Housing Providers standard form of Shared Ownership Lease from time to time in force to persons who are considered in Housing Need and who meet the same criteria as set out in paragraph 1.7.4 of this Schedule

PUBLIC SPACE

2. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council as follows:

2.1 Prior to Commencement of Development the Owners shall submit to the Council and obtain the Council's approval to a management plan for the Public Space ("the Public Space Management Plan") which shall, include (but shall not be limited to) details of the following matters:

2.1.1 the standards timescales details and specifications to which the Public Space shall be laid out equipped managed maintained and insured (such public

liability insurance as the Council may reasonably require with a reputable insurer approved beforehand by the Council)

- 2.1.2 the person who shall be the point of contact for anyone wishing to raise issues regarding the management of the Public Space
- 2.1.3 the mechanisms which shall be put in place to ensure that the details of the point of contact referred to in paragraph 2.1.2 are to publicised to residents of the Development and members of the public entering the Public Space
- 2.1.4 an appropriate financial mechanism to ensure that sufficient funding is available at all times to secure that the Public Space is laid out equipped managed maintained and insured in accordance with the Public Space Management Plan
- 2.1.5 a contingency plan to secure the ongoing management and maintenance of the Public Space in accordance with the Public Space Management Plan at zero cost to the Council in the event that the Owners are dissolved becomes bankrupt ceases to function or exist or is otherwise unable to manage and maintain the Public Space
- 2.1.6 details of public access (by way of plans if necessary) for the public to reach the Public Space
- 2.2 not to Occupy or cause or allow the Occupation of:
 - 2.2.1 more than 85 Residential Units until the First LAP Facility has been provided laid out equipped and serviced to the written satisfaction of the Council
 - 2.2.2 more than 150 Residential Units until the LEAP Facility has been provided laid out equipped and serviced to the written satisfaction of the Council
 - 2.2.3 more than 190 Residential Units until the Playing Field and Changing Facilities has been provided laid out equipped and serviced to the written satisfaction of the Council



- 2.2.4 more than 250 Residential Units until the Second LAP Facility has been provided laid out equipped and serviced to the written satisfaction of the Council
- 2.3 not to Occupy nor permit or allow to be Occupied more than 280 Residential Units unless and until all of the Public Space is accessible and available for use by the public at all times
- 2.4 to manage maintain and insure the Public Space in accordance with the Public Space Management Plan (and such variations of the same as may be agreed in writing by the Council from time to time) in perpetuity and at zero cost to the Council unless such time as the Council shall take a transfer of the Public Space for nil consideration (excluding any commuted sum towards the costs of future maintenance of the Public Space) and (for the avoidance of doubt) the Council shall not be obliged to agree any such transfer of the Public Space
- 2.5 to furnish the Council with certification of the insurance cover (in such manner and at such intervals as the Council shall require) with a reputable insurer (approved beforehand by the Council) and if called upon at any time by the Council to supply the Council with a certified copy of the insurance policy and proof that it is in force and such other information relating to the policy as the Council shall reasonably require
- 2.6 The Owner covenants with the Council that the Public Space shall not be used for any other purpose other than public open space including equipped play facilities save with the written approval of the Council.
- 2.7 The Owners shall carry out and complete the work detailed in a Notice of Non-Compliance served by the Council on the Owners within the time and to the standard specified provided that if the Owners fail to comply with such Notice of Non-Compliance by the date stated therein then the Council may carry out such work and the costs including usual establishment charges of the same shall be repayable by the Owners to the Council on demand
- 2.8 The Owners shall permit the Council and its agents and all persons authorised by it to enter and inspect the Public Space at all reasonable time after the Council has given the Owners twenty four hours notice of its intention to inspect

- 2.10 not to allow more than 213 Residential Units to be occupied unless the Playing Field and Changing Facilities shall have been made available for Community Use

EDUCATIONAL CONTRIBUTIONS

3. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council as follows:

- 3.1 to pay to the Council the sum of nine hundred and thirteen thousand four hundred and six pounds and ten pence (£913,406.10) for or towards the provision of primary education ("the Primary School Contribution") in two instalments:

3.1.1 the first instalment of two hundred and twenty eight thousand three hundred and fifty one pounds and fifty two pence (£228,351.52) prior to Commencement of Development;

3.1.2 the second instalment of six hundred and eight five thousand and fifty four pounds and fifty seven pence (£685,054.57) prior to Occupation of more than 30 Residential Units or the date being 18 months from the Commencement of Development whichever is the earlier

- 3.2 not to Commence Development until the Owners have paid to the Council the Primary School Contribution instalment under paragraph 3.1.1

- 3.3 not to Occupy or cause or allow the Occupation of more than 30 Residential Units until the Owners have paid to the Council the Primary School Contribution instalments under paragraph 3.1.2

- 3.4 to pay to the Council the sum of forty three thousand four hundred and twenty one pounds and seventy pence (£43,421.70) for or towards the provision of youth services ("the Youth Services Contribution") in two instalments:



- 3.4.1 the first instalment of ten thousand eight hundred and fifty five pounds and forty three pence (£10,855.43) prior to Commencement of Development;
- 3.4.2 the second instalment of thirty two thousand five hundred and sixty six pounds and twenty seven pounds and fifty seven pence (£32,566.27) prior to Occupation of more than 30 Residential Units or the date being 18 months from the Commencement of Development whichever is the earlier
- 3.5 not to Commence Development until the Owners have paid to the Council the Youth Services Contribution instalment under paragraph 3.4.1
- 3.6 not to Occupy or cause or allow the Occupation of more than 30 Residential Units until the Owners have paid to the Council the Youth Services Contribution instalments under paragraphs 3.4.2
- 3.7 Any sum referred to in paragraph 3 above having not been paid by the date of this Deed shall be increased (but not decreased) in accordance with the Education Index Formula set out in the Third Schedule

HIGHWAY CONTRIBUTIONS

4. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council as follows:
- 4.1 to pay to the Council the sum of fifty five thousand pounds (£55,000)] for or towards the upgrading of bus stops in the vicinity of the Development ("the Bus Stops Contribution") prior to Occupation of any Residential Units
- 4.2 not to Occupy or cause or allow the Occupation of any Residential Units until the Owners have paid to the Council the Bus Stops Contribution
- 4.3 to pay to the Council the sum of twenty five thousand pounds (£25,000) for or towards the upgrading of the public footpath at Park Road/St Clements Road ("the Off Site Footpath Contribution") prior to Occupation of any Residential Units
- 4.4 not to Occupy or cause or allow the Occupation of any Residential Units until the Owners have paid to the Council the Off Site Footpath Contribution

- 4.5 to pay to the Council the sum of twenty thousand pounds (£20,000) for or towards the improvement of the public footpath alongside 22 The Brambles ("the 22 Brambles Footpath Contribution") prior to Occupation of any Residential Units
- 4.6 not to Occupy or cause or allow the Occupation of any Residential Units until the Owners has paid to the Council the 22 Brambles Footpath Contribution]
- 4.7 to pay to the Council the sum of one hundred and fifty thousand pounds (£150,000) for or towards highway network improvements in and around Keynsham ("the Highway Network Contribution") prior to Occupation of any Residential Units
- 4.8 not to Occupy or cause or allow the Occupation of any Residential Units until the Owners have paid to the Council the Highway Network Contribution
- 4.9 to pay to the Council the sum of thirty one thousand pounds (£31,000) for or towards traffic management of traffic within the Park Estate as indicated in outline on the Drawing ^{CGK - MK - 003 / 03 A} ~~[revised plan no to be provided]~~ by Halcrow Group Limited attached to this Deed ("the Traffic Management Contribution") prior to Occupation of any Residential Units
- 4.10 not to Occupy or cause or allow the Occupation of any Residential Units until the Owners have paid to the Council the Traffic Management Contribution
- 4.11 to pay to the Council the sum of twenty five thousand pounds (£25,000) for or towards the costs of acquisition creation design and improvement of pedestrian and cycle access routes over the land between the Development known as Abbots Wood and the future development site known as GDS.1.K2A on the Local Plan Proposals Map ("the Abbots Wood Contribution") prior to the occupation of the 285th Residential Unit
- 4.12 Any sum referred to in paragraph 4 above having not been paid by the date of this Deed shall be increased (but not decreased) in accordance with the Highway Index Formula set out in Third Schedule



4.13 to pay to the Council the sum of forty thousand pounds (£40,000) for or towards the Castle Primary School footpath widening ("the Castle School Footpath Works Contribution") prior to Occupation of any Residential Units

4.14 not to Occupy or cause or allow the Occupation of any Residential Units until the Owners have paid to the Council the Castle School Footpath Works Contribution

HIGHWAYS AGREEMENT

5. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council not to Commence Development until they have entered into the Highways Agreement with the Council and all fees required to be paid on completion of the Highways Agreement have been paid and any bond or bonds required by the Council have been provided and the Owners shall not allow cause or permit Occupation of the Development until the Highway Works have been constructed and completed to base course level to the Council's satisfaction pursuant to the Highways Agreement and are available for use by the public and the Owners shall not allow cause or permit Occupation of the 100th Residential Unit until the Highway Works have been completed

PARK ROAD MONITORING

6. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council
- 6.1 Prior to the Commencement of Development the Owners shall submit to the Council for its approval and have obtained the Council's approval of a scheme to monitor vehicle parking on Park Road, vehicle speeds on Park Road, highway safety on Park Road
- 6.2 The scheme approved by the Council under paragraph 6.1 shall be implemented by the Owners within a period of twelve months from the Commencement of Development and annually until a period of 12 months following first Occupation of the final Residential Unit. The results of the scheme and any conclusions as to whether the parking is impacting upon the access to the Development shall be

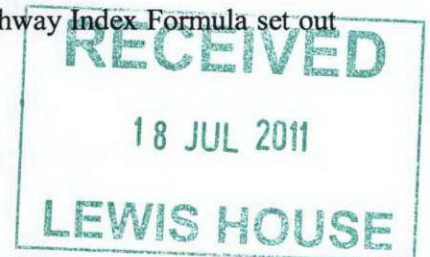
reported in writing by the Owners to the Council within 1 month of the date of the completion of each scheme

- 6.3 Consequent upon results of the scheme carried out under paragraphs 6.1 and 6.2 the Owners shall pay to the Council on demand the Council's full costs incurred in the preparation and/or making of traffic regulation orders, public consultation and design whether a scheme is implemented or not and the costs of implementation of measures to control vehicle parking, highway safety and vehicle speeds on Park Road and Parkhouse Lane (including the provision of bollards on Parkhouse Lane as shown on Plan CBR-ABK-003/02 Rev B annexed hereto) and the immediate vicinity of the Development such payment to be made within 28 days of receipt by the Owners from the Council of an invoice or invoices of such costs provided that any such demand or demands and any costs to be paid by the Owners shall not exceed sixty nine thousand pounds (£69,000) and further provided that the Owners shall not be liable to pay any demand received after the date being 12 months following the first Occupation of the 285th (final) Residential Unit

- 6.4 The sum of sixty nine thousand pounds (£69,000) referred to in paragraph 6.3 shall be increased (but not decreased) in accordance with the Highway Index Formula set out in Third Schedule

COMMERCIAL USE RESTRICTION

10. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council:
- 10.1 The Owners shall complete to the written satisfaction of the Council the Retail Units in accordance with plans approved as part of the Planning Permission prior to use or occupation of the upper floor flats pertaining to those Retail Units
- 10.2 The Owners shall not use the Retail Units for any use other than A1 use PROVIDED THAT if any Retail Unit has been marketed in accordance with a scheme approved in writing by the Council at a reasonable commercial price or rent on the open market for the permitted use for a continuous period of not less than twelve (12) months from the date of completion of such unit and evidence has been provided to the Council's satisfaction of such length of period of marketing the restriction under this paragraph



shall no longer have effect in relation to that unit AND FOR THE AVOIDANCE OF DOUBT this paragraph shall not obviate the requirement to apply to the Council for planning permission for a change of use of any such unit nor fetter the Council's proper determination of such application for planning permission

10.3 The Owners shall complete to the written satisfaction of the Council the Office Units in accordance with plans approved as part of the Planning Permission prior to use or occupation of the upper floor flats pertaining to those Office Units

10.4 The Owners shall not use the Office Units for any use other than B1 use PROVIDED THAT if any Office Unit has been marketed in accordance with a scheme approved in writing by the Council at a reasonable commercial price or rent on the open market for the permitted use for a continuous period of not less than twelve (12) months from the date of completion of such unit and evidence has been provided to the Council's satisfaction of such length of period of marketing the restriction under this paragraph shall no longer have effect in relation to that unit AND FOR THE AVOIDANCE OF DOUBT this paragraph shall not obviate the requirement to apply to the Council for planning permission for a change of use of any such unit nor fetter the Council's proper determination of such application for planning permission

TRANSFER OF EDUCATION LAND

11. The Owners for themselves and their successors in title to the Land and with the intention of binding the Land and each and every part of it hereby covenant with the Council:

11.1 The Owners shall give written notice to the Development Manager of the date of Commencement of Development within seven (7) days of that event occurring

- 11.2 The First Owner shall transfer the Education Land to the Council on the terms set out in the Fourth Schedule and substantially in the form of the transfer attached thereto within three (3) months of the Council giving the Owners notice of request to transfer the Education Land provided no such notice of request shall be made by the Council within nine (9) months of Commencement of Development provided that the Owners shall be entitled to defer the transfer of the Education Land for a period of no more than 12 months in the event that the Owners are required to undertake Education Land Works that involve the removal of contamination
- 11.3 Prior to the transfer referred to in paragraph 11.2 the Owners shall carry out the following works ("Education Land Works") to the written satisfaction of the Council:
- Demolition of buildings on the Education Land
 - Removal of any known contamination likely to cause any significant harm
 - Fencing of the Educational Land provided that such fencing does not interfere with any public right of way
 - Provide for a connection for drainage from the Education Land to the Land
- 11.4 Prior to the Commencement of Development the Owners shall make at their own expense an application in the joint names of the Owners and the Council for a temporary or permanent order closing or altering the public footpath which crosses the Education Land to enable the Education Land to be permanently fenced around its perimeter



SECOND SCHEDULE COUNCIL COVENANTS

Repayment of contributions

- 1 The Council hereby covenants with the Owners to use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council shall agree
- 2 The Council covenants with the Owners that it will pay to the Owners such amount of any payment made by the Owners to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within 5 years of the date of receipt by the Council of such payment or in respect of payments made in installments the date of the last installment of that contribution (other than the Primary School Contribution the Highway Network Contribution Traffic Management Contribution and the Abbots Wood Contribution which period of use shall be ten years of the date of receipt by the Council of such payment together with interest at the National Westminster bank Plc base rate from time to time for the period from the date of payment to the date of refund
- 3 The Council shall provide to the Owners such evidence, as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.
- 4 At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed
- 5 The Council shall use reasonable endeavours to provide or procure the provision of Castle Primary School for community use for the benefit of the residents of the Development and the wider community within the vicinity of the Development as are reasonably commensurate with the use as a school

THIRD SCHEDULE

1. THE EDUCATION INDEX FORMULA

- 1.1 The amount of the Primary School Contribution or Youth Service Contribution or any instalment thereof as the case may be shall be increased in accordance with any increase (but not decrease) in the Royal Institute of Chartered Surveyors Building Cost Information Service General Building Cost Index ("the RICS BCIS Index") between the date of this Deed and the actual date of payment or if such index has ceased to be published at the date of payment then the closest equivalent index as agreed between the parties PROVIDED THAT if there is any change after the date of this Deed in the reference base used to compile the RICS BCIS Index then any calculations carried out under the Education Index Formula shall be adjusted accordingly

2. THE HIGHWAYS INDEX FORMULA

- 2.1 The contributions in paragraph 4 and the sum referred to in paragraph 6.4 of the First Schedule shall be increased in accordance with any increase (but not decrease) in the Monthly Bulletin of Indices - Price Adjustment Formulae for Construction Contracts (Civil Engineering Formula) published by the Department for Business Enterprise and Regulatory Reform from the date of this Deed and the actual date of payment
- 2.2 The formula to be used in calculating the indices under this clause shall be based on the following proportions namely labour 30%, plant 20%, aggregates 12%, bricks and clay 1%, cement 7%, cast iron 1%, coated roadstone 15%, gas/oil 6%, timber 5%, reinforced steel 3% and adjusted items 0% PROVIDED THAT if there is any change after the date of this Deed in the reference base used to compile the index the figure taken to be shown in the index after such a change shall be the figure which would have been shown in the index if the reference base current at the date hereof had been retained



FOURTH SCHEDULE
DRAFT TRANSFER

Land Registry

Transfer of part of registered title(s)

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1 Title number(s) out of which the property is transferred:

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: []

3 Property:

The property is identified

☒ on the attached plan and shown: edged red

☐ on the title plan(s) of the above titles and shown:

RECEIVED

18 JUL 2011

4 Date:

5 Transferor: []

LEWIS HOUSE

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

BATH AND NORTH EAST SOMERSET COUNCIL

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

9 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

The Transfer is not for money or anything which has monetary value.

10 The transferor transfers with

- ☐ full title guarantee
- ☐ limited title guarantee

The Transferor transfers with full title guarantee

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 In this Transfer, unless the context otherwise requires, the following words have the following meanings

(a) "Retained Land" means the land shown edged red on the plan to the Option Agreement dated 7 May 1999 made between (1) R Olds and Others and (2) Bryant Homes Southern Limited but excluding the Property

(b) "Substance" means any substances (whether in the form of a solid, liquid, gas or vapour) the presence, generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) is capable of causing harm to human health, comfort or safety or harm to any other living organism or causing damage to the Environment

(c) "Environment" means the environment as defined in section 1(2) of the Environmental Protection Act 1990

(d) "Call Option Period" means the date commencing on

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the date being 10 years after the date of this Transfer and expiring on the date 5 years thereafter

- (e) References to "Transferor" and "Transferee" shall include successors in title unless otherwise stipulated.
- (f) Words importing one gender shall be construed as importing any other gender.
- (g) Words importing the singular shall be construed as importing the plural and vice versa.
- (h) Where any party comprises more than one person the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities of those persons.
- (i) Words importing persons shall be construed as importing a corporate body and/or partnership and vice versa.
- (j) The panel and clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation.
- (k) Any reference to a clause is to one so numbered in this panel unless otherwise stated.
- (l) Any reference to a colour or a letter is to one on the Plan unless otherwise stated.

12.2 Rights granted for the benefit of the Property

The following right is granted for the benefit of the Property and each and every part of it:

- (a) At the cost of the Transferee, the right to connect into and thereafter use any drainage apparatus now laid or which shall be laid in the future within the Property subject to capacity and subject to the person making such connections first obtaining all necessary consents and licences required to carryout such works. Such right of connection shall only be exercisable in connection with the use of the Property for education purposes.

12.3 Rights reserved for the benefit of the land

None

12.4 Restrictive covenants by the Transferee

- (a) The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.4(b) below (the "Transferee's Restrictions") and it is agreed and declared that:
 - (i) the benefit of this covenant is to be attached to and enure for each and every part of the Retained Land;
 - (ii) the burden of this covenant is intended to bind and binds each and every part of the Property into whosoever hands it may come; and
 - (iii) an obligation in the Transferee's Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

(b) The Transferee's Restrictions are:

(i) Not to use the Property or any part of it other than for education purposes, such purposes to include playing fields and school buildings.

(ii) Not to dispose of the Property or any part of it without first procuring that the disponee enters into a direct deed of covenant with the Transferor to observe and perform the provisions of clause 12.7 and clause 12.9 of this Transfer

12.5 Restrictive covenants by the Transferor

None

12.6 Positive Covenants by the Transferor

The Transferor covenants with the Transferee to fence the Property from the Retained Land as soon as reasonably possible from the date of this Transfer, such fencing to be carried out in accordance with a scheme to be agreed between the Transferor and the Transferee (acting reasonably and without delay) and it is hereby agreed that such fencing is not to interfere with any public rights of way over the Property

12.7 Indemnity Covenant by the Transferee

The Transferee hereby undertakes to indemnify and keep indemnified the Transferor (and/or their respective directors, officers, employees and agents) against all losses liabilities costs claims damages and expenses (including legal and other professional fees incurred on a full indemnity basis) suffered or incurred by the Transferor (and/or their respective directors officers employees agents and representatives) arising out of or in connection with any Substance which is (or may be alleged to be) at the date of this Transfer or was (or may be alleged to have been) at any time before the date of this Transfer above on in or under the Property.

12.8 Agreements and declarations

(a) The Transferee and its successors in title shall not by implication or otherwise become entitled to any rights of light or air which would restrict or interfere with the free use of the Retained Land for building or other purposes. Any access to light and air which is enjoyed by the Property over the Retained Land is enjoyed as a matter of licence only and not as of right.

(b) The effect of Section 62 of the Law of Property Act 1925 and the Rule in Wheeldon v Burrows (1879) ChD 31 are excluded.

(c) Unless expressly provided in this Transfer no express term of this Transfer or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

12.9 Call Option

(a) In consideration of this Transfer, the Transferee grants to the Transferor, during the Call Option Period, an option to

take a transfer of the Property on the terms set out in this clause 12.9 in relation to the exercise of the call option.

(b) This clause 2.9 and the Call Option shall not apply in the event that prior to the Call Option Period the Transferee has obtained and implemented planning permission for an extension to the Castle Primary School within the Property.

(c) Subject to clause 12.9(a), the Transferor may exercise the Call Option at any time during the Call Option Period by serving a notice on the Transferee.

(d) The Call Option may only be exercised in respect of the whole of the Property and not in respect of part only.

(e) If the Call Option is exercised in accordance with the terms of this clause 12.9, the Transferee will sell and the Transferor will buy the Property for the sum of £1.00 on the terms of this clause

(f) The Transferee hereby agrees to apply to the Chief Land Registrar to enter the following restriction in the register of title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered by a certificate signed by a conveyancer acting on behalf of the Transferor confirming that the provisions of clause 12.4(b)(ii) of a transfer dated [] and made between [] and Bath and North East Somerset Council have been complied with or do not apply"

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.



Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13

Executed as a Deed by)
• Limited)
acting by a director and)
its secretary or two directors)
Director:
Director/Secretary:

Signed as a Deed)
by •)
in the presence of)
Signature of witness:
Name:
Address:

Occupation:

WARNING


If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

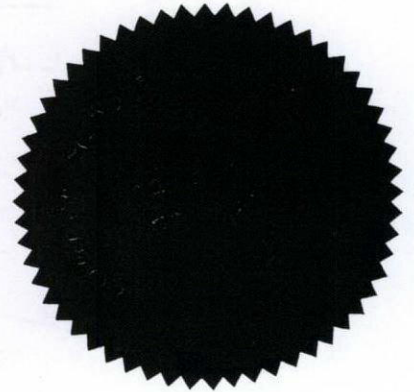
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

IN WITNESS whereof the parties to this Deed have executed it as a Deed on or before the date first before written and have given authority to their respective Solicitors to date and deliver the same and (where appropriate) a duplicate or counterpart hereof such dating being conclusive proof of delivery on the date first before written

EXECUTED AS A DEED BY AFFIXING
THE COMMON SEAL OF
BATH AND NORTH EAST SOMERSET COUNCIL
in the presence of


Authorised Signatory




EXECUTED as a Deed by RICHARD OLDS

in the presence of

Name:

Occupation:

Address:


L. Olds
Scholar
21 Guy Street Bath




EXECUTED as a Deed by MOLLY MAUREEN SANDERS

in the presence of

Name:

Occupation:

Address:


M. Sanders
Scholar
21 Guy Street Bath


EXECUTED as a Deed by FRANCIS ANGEL FRY

in the presence of

Name:

Occupation:

Address:


F. Fry
Scholar
21 Guy Street Bath

EXECUTED as a Deed by LANCE JULIAN MILLARD

in the presence of

Name:

Occupation:

Address:

EXECUTED as a Deed by AUDREY MARY MILLARD

in the presence of

Name:

Occupation:

Address:

EXECUTED as a Deed on behalf of

TAYLOR WIMPEY UK LIMITED

by DIANA COMMINGS

and JAMES BALL

Witness:

acting under a Power of Attorney

dated 31 December 2010

Debbie Fitzpatrick
Taylor Wimpey UK Limited
600 Park Avenue
Aztec West
Bristol
BS32 4SD

EXECUTED as a Deed on behalf of

BRYANT HOMES SOUTHERN LIMITED

by DIANA COMMINGS

and JAMES BALL

Witness:

acting under a Power of Attorney

dated 31 December 2010

Debbie Fitzpatrick
Taylor Wimpey UK Limited
600 Park Avenue
Aztec West
Bristol
BS32 4SD

EXECUTED as a Deed on behalf of

HSBC BANK PLC

by

Charles Adrian Brynmor Jones

Authorised Signatory

Annem Jane Medjkoub

HSBC Bank plc
Sheffield Securities
Processing Centre

Bank Official

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BY THIS POWER OF ATTORNEY given the eighteenth day of January two thousand and eleven HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London E14 5HQ appoints **CHARLES ADRIAN BRYNMOR JONES** to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;

and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers.

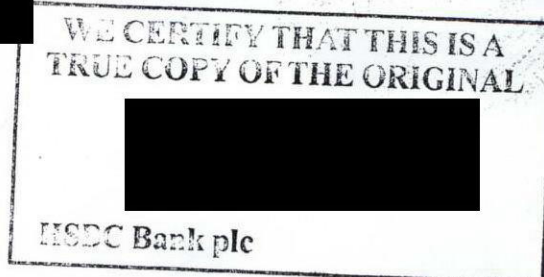
This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written.

The COMMON SEAL of HSBC BANK plc was hereunto affixed in the presence of:

.....
Authorised Signatory

.....
Authorised Counter-Signatory



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