DATED 8 March 1993 and modified 14 April 2003
and further modified this 22 day of May 2013
Varied 19 March 2015
Varied 14 December 2015

THE COUNCIL OF THE CITY OF
PETERBOROUGH

and

O&H PROPERTIES LIMITED

and

O&H Q7 LIMITED

and

BARCLAYS BANK PLC

AGREEMENT

pursuant to (inter alia) Section 106 of the Town and
Country Planning Act 1990 relating to the
development of the Peterborough Southern
Township known as Hampton, Peterborough

NOTICE: This Document effective date 13 December 2017 has been
approved by Peterborough City Council pursuant to Application
17/02148/MDOBL under s106A of the Town and Country planning Act 1990 and
modifies the s106 Agreement dated 8 March 1993 as modified by the previous
application under s106A and associated s106 document dated 14 April 2003
and as further amended by virtue of applications 12/00590/MDOBL,
12/00591/MDOBL, 12/00592/MDBOL and 12/00593/MDBOL and by deeds of
variation dated 19 March 2015 and 14 December 2015. The terms of this
document effectively cancel and replace those documents and the obligations
therein entirely
THIS FORM OF AGREEMENT is effective from the day of 2013.

BETWEEN THE COUNCIL OF THE CITY OF PETERBOROUGH of Town Hall Peterborough Cambridgeshire of the first part O & H PROPERTIES LIMITED whose registered office is at 25-28 Old Burlington Street London W1S 3AN (company registration number 01645445) of the second part and O&H Q7 LIMITED whose registered office is 25-28 Old Burlington Street London W1S 3AN (company registration number 05277165) of the third part and BARCLAYS BANK PLC (company registration number 01026167) of 1 Churchill Place, London, E14 5HP.

DEFINITIONS

1 Wherever the context so permits the following words and phrases shall have the meanings herein attributed to them:

"Access" means the provision of roads footpaths and cycleways to an adoptable standard together with all such rights and easements as are necessary to facilitate the construction and occupation of any and to which the term is applicable unless and until the said roads footpaths and cycleways have been adopted as public highway.

"Affordable Dwelling" A unit of Affordable Housing

"Affordable Housing" Housing which meets the definition of affordable housing contained in the National Planning Policy Framework including Affordable Rented Housing, Social Rented Housing and Shared Ownership Housing (or such other Intermediate Housing as agreed in writing from time to time with the Council) provided to Eligible Persons who cannot afford to rent or buy on the open market.
"Affordable Housing Contribution" means a sum of money representing the Open Market Value of the Affordable Housing Site as determined in accordance with clause 8 Index Linked from the date the Affordable Housing Contribution falls due as provided for in Schedule 3 to be used by the Council solely for the provision of Affordable Housing within the administration area of the Council.

"Affordable Housing Site" means such part or parts of the Site as have been identified as part of the Annual Release for the provision of Affordable Housing.

"Affordable Rented Housing" Affordable Housing let by a local authority or private registered Provider of Social Housing to households who are eligible for social rented housing such housing to be subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) Such definition to be adjusted by agreement in writing between the Council and the Owners to reflect as appropriate and necessary any changes to the definition contained within Annex 2 to the National Planning Policy Framework or such other replacement policy from time to time in force containing a replacement definition of Affordable Rented Housing.

"Agreement for Lease" an agreement dated 17 April 2012 made between (1) O&H Properties Limited and (2) the Council for the grant of a lease of the Community Facilities Land.
“Annual Release” the total number of parcels to be released from the Leys Site within a Phase or the Hampton Land to ensure compliance with Schedule 3 (where any Affordable Housing parcels shall be suitable for a minimum of 15 (or such other number as agreed in writing between the Council and the Owners having regard to the wishes of any relevant Provider of Social Housing) Affordable Housing Dwellings on any one parcel) approved in writing with the Council at the end of any calendar year in respect of which the Owner shall comply with the obligations contained in Schedule 3 to this Agreement in the following year

"Bank" Barclays Bank PLC

“Biodiversity Action Plan” a scheme of biodiversity management for the Leys Site outlining measures to be taken by the Owner to secure the maintenance and enhancement of the biodiversity of the Leys Site for such period as may be set out in the agreed plan

“Biodiversity Clerk of Works” a suitably qualified ecologist employed by or acting for the Owner and approved by the Council to oversee the implementation of the Biodiversity Action Plan in accordance with the terms of reference set out therein

“Burial and Cremation Sum” ninety six thousand and three hundred pounds (£96,300) (Index Linked)

“Church Land” an area of land within Hampton Town Centre of 0.08ha as shown edged red on the Church Land Plan
“Church Land Plan” drawing PST012/S106A/02 annexed hereto or such amended drawing as is approved by the Council

“CIL” Community Infrastructure Levy as provided for in the Planning Act 2008 or any similar charge levy or tax in respect of the development of land to fund the provision of infrastructure

"Clean Condition" means free from any contamination which would (in the reasonable opinion of the Council) prejudice the use of the Affordable Housing Site for the purposes of providing Affordable Housing

“Community Hall” a hall for community use by residents on the Leys Site provided in accordance with Part 4 of Schedule 5

“Community Social Centre” a centre for social use by residents on the Leys Site provided in accordance with Part 5 of Schedule 5

“the Council” the Council of the City of Peterborough

“Country Park” the country park to be provided on the Leys Site as defined in the Development Brief but excluding any Lakes

“CRA Land” the land defined as such in the CRA Land Agreement

“CRA Land Agreement” an agreement dated 29 November 1955 made between (1) British Agricultural Services Limited (2) London Brick Property Limited (3) London Brick Company Limited (4) LB (Stewartby) Limited (5) Peterborough
Southern Township Limited (6) The Commission for the New Towns (7) the Council

“the Developer” O&H Hampton Limited whose registered office is at 25-28 Old Burlington Street London W1S 3AN (company registration number 02385983)

“the Development” Pursuant to any of the Permissions the development of a township to include houses together with community educational social industrial commercial areas and associated open spaces roads and service infrastructure together with additional dwellings with associated community, education, leisure, industrial and commercial open space and infrastructure which for the avoidance of doubt is the Hampton Development including (but not limited to) the Leys Site, the Hampton Land and the WPR Land

“the Development Brief” the document called “The Hamptons East Development Area Brief” approved on 7 May 2015 or any approved revision or replacement of the same submitted by or on behalf of the Owner and agreed in writing by the Council

“Drawing 1” the drawing marked Drawing 1 annexed to this Agreement headed "Draft Community Centre - Draft Floor Plan" and dated June 2006

“Dwelling” a house or bungalow or flat constructed either:
1. within the Hampton Development pursuant to:
   a) the Permissions;
   b) any Reserved Matters Approval granted before the Effective Date; or
   c) a S 73 Permission, granted after the Effective Date; or

2. on the Remaining Land A or the Remaining Land B pursuant to any planning permission or reserved matters approval granted after the Effective Date

"Effective Date" the date on which this form of Agreement (as amended by the S106A Application) becomes effective by virtue of the determination by the Council of the S 106A Application

"Eligible Persons" a person or persons on the housing waiting list maintained by the Council or who is otherwise approved by the Council as being in need of separate or alternative accommodation and unable to rent or buy housing generally available on the open market.

"First S106A Determination" the date on which applications reference 12/00590/MDOBL, 12/00591/MDOBL, 12/00592/MDOBL and 12/00593/MDOBL were determined being 22 May 2013

"Framework Plan" drawing reference PST022-001-E annexed
to this Agreement or a variation of the same approved in writing by the Council

“Footpath/Cycleway Drawing” the drawing bearing the reference 9Y/0342/SK/001 rev. 1 annexed to this Agreement

“Formal Sports Land” means land for formal sports pitches totalling 5.90 hectares as shown on the Framework Plan together with a set of changing facilities and officials’ change areas for each sports pitch provided in accordance with Sports England Standards

“Formal Sports Lease” a lease of the Formal Sports Land

“Further Secondary School Facilities” development of the New Secondary School Site to provide a new secondary school and associated playing fields

“Green Spaces” areas of open space to be identified on the Leys Site pursuant to Schedule 6 but not including Formal Sports Land, the Country Park, the Nature Reserve (as referred to in paragraph 3 of Part 3 of Schedule 6) the NEAP (as defined in paragraph 4 of Part 1 of Schedule 6) or any of the Lakes

"Hampton Heights" the land indicatively shown edged red and shaded grey on Plan 4 or such approximation of the same as shall be included in a planning application for residential development

“Hampton Development” the whole of the development at Hampton as shown edged red on Plan 1

"Hampton Development Landscaping" any landscaping on the Hampton Development (excluding the Leys Site)
which is not adopted by the Council, which at the Effective Date remains in the ownership of the Owners or companies and does not form part of the public highway

"Hampton Gardens"
that part of the Site shown as such on the Framework Plan

"Hampton Gardens Secondary School Transfer"
the transfer of the secondary school in Hampton Gardens to the Council

"Hampton Land"
that part of the Site edged red and shaded yellow on Plan 3

"Hampton Waters"
that part of the Site shown as such on the Framework Plan

"Highway Network"
the highway network to be procured under paragraph 1 of Part 1 of Schedule 7

"Index Linked"
unless otherwise stated index linked from the First S106A Determination until such time as relevant sum is paid or the date the same falls due hereunder if later ("the Date"). Such index linking to be equivalent to any increase (from the First S106A Determination to the Date) to the Building Cost Information Service Southern and Eastern Sample Index (TPI) as published by the Royal Institution of Chartered Surveyors (or in the event that such index ceases to be published then in its place such reasonably equivalent index as the Council shall specify and the Developer shall agree)

"Industrial Development"
development for uses falling within any of class B1, B2 or B8 of the Town and Country Planning (Use Classes) Order 1987 or any
successor or replacement provision including via changes to the classification of uses authorised by a Reserved Matters Approval granted after the Effective Date in relation to any of Remaining Land A or Remaining Land B

"Intermediate Housing" homes for sale and rent provided at a cost above social rent, but below market levels subject to the criteria in the Affordable Housing definition above. These can include shared equity (Shared Ownership Housing and equity loans), other low cost homes for sale and intermediate rent, but not Affordable Rented Housing. Such definition to be adjusted in accordance with any changes to the definition contained within Annex 2 to the National Planning Policy Framework or such other replacement policy from time to time in force containing a replacement definition of Intermediate Housing

"the Lakes" the areas shaded blue and outlined blue on Plan 3 plus all associated infrastructure including pumping stations

"Land South West of Hampton Vale" the land indicatively shown edged red and shaded pink on Plan 4 or such approximation of the same as shall be included in a planning application for residential development

"Leys Site" that part of the Site edged red and shaded purple on Plan 3

"Market Housing" Dwellings other than Affordable Housing
"Mixed Use Area" those mixed use areas to be provided on the Leys Site in one of the locations identified on the Framework Plan (or as may otherwise be agreed with the Council)

"New Secondary School Site" means a site of a minimum 6.8 hectares suitable for the provision of a secondary school and associated playing fields

"Nomination Agreement" a contract which allows the Council to nominate applicants from the Peterborough Homes Register (or its replacement) to Occupy the Affordable Housing

"Occupation" occupation for the purposes of a residential dwelling and excludes occupation for the purposes of construction, fitting out or use as a show home and "Occupy" and "Occupied" shall be construed accordingly

"Open Market Value" the value to be assessed by methods set out from time to time in the Professional Standards and Guidance Notes published by the Royal Institution of Chartered Surveyors save that;

1 regard is to be had to the use to which it is intended under the terms of this Agreement that the relevant land is to be put

2 such value shall not be less than the cost of preparing and/or reclaiming the relevant land to which such value is to be attached

3 such value shall in the case of the Affordable Housing Site and/or the Railway Station Land assume the same is fully Serviced with Access and in a Clean
Condition and is to be sold for the purposes respectively of Market Housing or used as land for a Railway Station as the case may be

"Original Planning Agreement" an agreement dated 8 March 1993 in the form as modified with effect from 14 April 2003 and made between Cambridgeshire County Council (1) the Council (2) Huntingdonshire District Council (3) London Brick Company Limited (4) London Brick Property Limited (5) Peterborough Southern Township Limited (6) and British Agricultural Services Limited (7) and as further amended by virtue of applications 12/00590/MDOBL, 12/00591/MDOBL, 12/00592/MDBOL and 12/00593/MDBOL and by deeds of variation dated 19 March 2015 and 14 December 2015

"the Owners" O&H Properties Limited in relation to its interest in the Site and O&H Q7 Limited in relation to its interest in the Site and "Owner" shall be construed accordingly

"Parcel W10" a parcel of land as identified on Plan 1

"the Permissions" those planning permissions granted by the Council and Huntingdonshire District Council under reference numbers 91/P0556 and 91/0815 respectively for the Development and the planning permissions granted by the Council under reference numbers 02/01845/OUT and 16/02017/OUT or any of them together with any S 73 Permission associated with or non material amendment made to the Permissions
"Peterborough Strategic Partnership" means the partnership arrangement now in force or any replacement thereof between the Council as Local Housing Authority and certain Registered Providers to facilitate the provision of Affordable Housing throughout the Council’s administrative area.

“Phase” a phase of development within the Leys Site identified within the Development Brief.

“Plan 1” the plan marked “Plan 1” annexed to this Agreement being the Development Plan Drawing number WP029/04/A.

“Plan 2” the plan marked “Plan 2” annexed to this Agreement reference ASC.12.352.A dated 4.4.2012 showing land ownership.

“Plan 3” the plan marked “Plan 3” attached to this Agreement reference ASC.12.329.B dated 4.4.2012 showing the land subject to this Agreement.

“Plan 3A” The plan marked Plan 3A attached to this Agreement reference ASC.17.692A.

"Plan 4" the plan reference number PST012-s106A-01 dated 15.1.13 annexed to this Agreement showing (for identification only) the Land South West of Hampton Vale and Hampton Heights.

“Practical Completion” certification of practical completion of a building or any part forming part of the relevant building or facility issued by the relevant officer of the Council or other appropriate person and “Practically
“Pre School Education” shall be construed accordingly educational facilities for children who have not reached their fifth birthday

“Primary School A” the primary school at Hampton Gardens shown as Primary School A on plan PST012/003 annexed hereto

“Primary School B” the primary school at Hampton Waters to be delivered on the Primary School B Land

“Primary School B Land” the land shown edged red on the Primary School B Plan to be the location for Primary School B and its associated community social centre

“Primary School B Plan” drawing number PST012/004 annexed hereto

“Primary School B Proviso” in the event that the Council confirms to the Developer that:

- it has secured funding for Primary School B; and

- the land on which Primary School B will be provided has been transferred to the Council in accordance with the terms of this Agreement

those obligations in Schedule 4 which are stated to be subject to the Primary School B Proviso shall be of no further effect on and from the date of the said confirmation

“the Primary Schools” primary schools and playing fields to be constructed on the Primary School Land in accordance with the provisions of Schedule
“the Primary School Land” the sites each of 2.2 hectares to be situated on the Leys Site for the purpose of the construction on each of a Primary School

“Primary School Transfer Terms” terms substantively in accordance with the Hampton Gardens Secondary School Transfer making appropriate adjustments for the land concerned and including:

1. all such rights and easements whatsoever as are reasonably required to facilitate the use of the land transferred for the purpose for which it is being transferred and to ensure that the land transferred is to be adequately Serviced for the intended use;

2. appropriate reservations for the benefit of the remainder of the Development so that it can be developed pursuant to any relevant planning permission;

3. a covenant by the Council restricting the use of the land transferred to the purpose for which it is transferred for and for no other use whatsoever and ensuring that impacts from the development of the land in question on the development of the Hampton Development are minimised; and

4. such other terms as the parties may agree acting reasonably
“Provider of Social Housing” a body recognised by the Homes and Communities Agency or any successor in statutory function as a non-profit registered provider of Affordable Housing in accordance with the provision of the Housing and Regeneration Act 2008

“the Public Facilities” those facilities defined in clause 3(d)

“Railway Station” a rail halt with at least one covered platform for passenger use

“Railway Station Land” land identified for use with the Railway Station pursuant to the provisions of paragraph 9 of Part 1 of Schedule 7

“Railway Station Transfer” a transfer of the Railway Station Land

Remaining Land A the Hampton Land and the Leys Site save for any shown cross hatched red on Plan 3A

Remaining Land B the land shown cross hatched green on Plan 3A

“Reserved Matters Approval” a reserved matters approval granted pursuant to any of the Permissions

“Retail Development” development for uses falling within any of the classes A1, A2, A3, A4 or A5 of the Town and Country Planning (Use Classes) Order 1987 or any successor or replacement provision including via changes to the classification of uses authorised by a Reserved Matters Approval granted after the Effective Date in relation to any of Remaining Land A or Remaining Land B

“S 73 Permission” a planning permission granted pursuant to
Section 73 of the 1990 Act in relation to any of the Permissions but without complying with one or more conditions on the Permissions

“S 106A Application” the application made by the Owners to modify the Original Planning Agreement as modified pursuant to the First S106A Determination which application is known by the reference 17/02148/MDOBL

“Schedule 1” the first schedule to this Agreement

“Schedule 2” the second schedule to this Agreement

“Schedule 3” the third schedule to this Agreement

“Schedule 4” the fourth schedule to this Agreement

“Schedule 5” the fifth schedule to this Agreement

“Schedule 6” the sixth schedule to this Agreement

“Schedule 7” the seventh schedule to this Agreement

“Serviced” means provided with a means of access to electricity telephone gas water and foul and surface water drainage to adoptable standards (where applicable) and of sufficient capacity in each case to a suitable connection point at or in the vicinity of the boundary of the transferred land with the retained part of the Site or in the case of electricity to a substation in a location suitable to serve the transferred land and in all cases with sufficient capacity to serve the transferred land in its intended use and "Services" shall be construed accordingly
“Service Installations” means (without prejudice to the generality of this expression) all sewers drains culverts channels outlets mains wires cables ducts flues soakaways substations regulator valves and all other infrastructure requirements whatsoever necessary for the part of the Site to be Serviced.

“the Site” all that land more particularly described in Schedule 1 and edged red on Plan 3 being the Hampton Land, Leys Site, and the WPR Land save for Schedule 6 Part 3, paragraphs 4, 5 and 6 which shall relate to and be enforceable against the land described therein and Schedule 6 Part 2 paragraph 2 which shall relate to and be enforceable against the Lakes.

“Shared Ownership Housing” Affordable Housing occupied by way of a shared ownership lease as defined by Section 622 Housing Act 1985 which shall be occupied only by virtue of the Homes and Communities Agency Approved Shared Ownership Lease or Assured Shorthold Tenancies pursuant to the Housing Act 1988 (as amended by the Housing Act 1996) or such other form of tenancy as may from time to time be prescribed by statute shall replace them (or on such other basis as may from time to time be approved in writing by the Council).

“Social Rented Housing” Affordable Housing which is;

(1) owned by the Council or a Provider of Social Housing for which guideline target
rents are determined through the national rent regime; or

(2) owned by other persons and provided under equivalent rental arrangements as agreed with the Council or with the Homes and Communities Agency. The Social Rented Housing shall be occupied only by virtue of assured tenancies pursuant to the Housing Act 1988 and Housing Act 1996 (or such other form of tenancy as may from time to time be prescribed by statute as offering residential tenants of Providers of Social Housing a similar measure of security of tenure or on such other basis as may from time to time be approved in writing by the Council.

“Sports England Standards” standards set by Sports England governing playing fields and changing facilities as are in force at the time that the relevant obligation in this Agreement is being performed

“the Transport Facilities” the facilities referred to in Schedule 7

"Working Days" means any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday in England.

"WPR Land” that part of the Site edged red and shaded green on Plan 3

“1990 Act” means the Town and Country Planning Act 1990 (as amended)
2 Where the context so admits:

a) words of the masculine gender shall include the feminine gender and words of the singular shall include the plural and vice versa;

b) the reference herein to any statute or section of a statute includes any statutory re-enactment or modification thereof;

c) reference in this Agreement to any statutory or other body or authority shall include reference to its successors.

WHEREAS

(A) The Council is the Local Planning Authority for the administrative district of Peterborough in which the Site is situated and is the authority by whom the obligations set out in this Agreement are enforceable.

(B) The Owners have the interests in the Site described in Schedule 2 and intend that the Site be developed as envisaged by the Permissions.

(C) The Bank has various charges over part of the Site.

(D) A substantial part of the Development has been carried out and substantial parts of the obligations contained within the Original Planning Agreement have been performed so that the provisions of this Agreement relate to such parts of the Development as remain to be carried out on the Effective Date or their use requires to be regulated beyond the Effective Date and the planning obligations contained in this Agreement are in the form as they remain to be performed as at the Effective Date.

(E) The Council and the Owner acknowledge that exceptionally, and due to prevailing market conditions at the Effective Date, and the provision by the Owner of the New Secondary School Site, the Affordable Housing required to be delivered on the Hampton Land and the Leys Site has been agreed to form not only the Affordable Housing quota for the Hampton Land and the Leys Site, but also provides the Affordable Housing for two additional sites, namely the 'Land South West of Hampton Vale' and 'Hampton Heights'.

NOW THIS DEED WITNESSETH as follows:

1 THIS Agreement is made pursuant to Section 106 of the 1990 Act and contains planning obligations pursuant to the said section and without prejudice to the generality of the foregoing the covenants entered into herein shall be binding on and enforceable jointly and severally against the Owners in relation to their respective interests and as herein provided and their successors in title PROVIDED THAT for the avoidance of doubt an Owner’s successors in title shall not be deemed to extend to or include any purchaser (and such purchaser’s successors in title and mortgagees) of an individual Dwelling

2 FOR THE AVOIDANCE OF DOUBT the parties hereby acknowledge that nothing in this Agreement shall constitute a waiver of any subsisting breaches of the terms of the Original Planning Agreement occurring since the date of the First S106A Determination and for the avoidance of doubt:

a) save as varied pursuant to the S106A Application the restrictions on commencement of works and occupation of Dwellings contained in the Original Planning Agreement continue to apply as from the date of the First S106A Determination including any trigger points for compliance; and

b) all Dwellings completed or occupied since the date of the First S106A Determination be included and counted for the purposes of the calculation of any Dwelling triggers/restrictions contained in this Agreement.

3 The OWNERS hereby covenant with the COUNCIL that

a) they shall observe and perform the obligations which are framed as Owner obligations contained in this Agreement PROVIDED THAT in relation to obligations set out in any schedule to this Agreement those obligations shall relate only to and be enforceable only against such part of the Site as is referred to in that context at the beginning of each Schedule or relevant Part thereof;

b) as often as may reasonably be required and in accordance with arrangements to be agreed by the parties provide or procure the provision of access and licence onto the Site subject (unless otherwise agreed) to
at least 5 days prior written notice except in the case of emergency and to reasonable conditions for the purpose of enabling the Council to comply with their obligations contained in this Agreement or to satisfy themselves that the Owner is observing and performing their obligations contained in this Agreement;

c) not to exercise any rights vested in them or any of them by the 1990 Act in respect of the loss or withdrawal of any right or entitlement which might otherwise have vested in them or any of them but for the undertakings, covenants and restrictions contained in this Agreement;

d) in respect of that part of the Development consisting of the Primary Schools and those facilities to be built by the Owner in compliance herewith (together referred to as “the Public Facilities”) the Owner shall procure that the design of the Public Facilities shall be to the satisfaction of the Council (acting reasonably) and by reputable design consultants and that the construction thereof is carried out by reputable contractors employed under a recognised form or forms of building contract and shall use their reasonable endeavours to procure that the terms of such building contract or contracts and terms of engagement of any professional consultants shall contain:

(i) a provision that the building contractors or consultant shall enter into a collateral warranty in favour of the Council in a form approved by the Council acting reasonably (each containing a level of liability on the contractor or consultant to be approved in writing by the Council such approval not to be unreasonably withheld) and that such deeds of collateral warranty are duly executed under seal by each of the building contractors and professional consultants and delivered to the Council;

(ii) a provision requiring the building contractor or consultant to novate the contract or terms of engagement to the Owners in the event of the insolvency of the Developer;

(iii) a right for the Council or its nominee to inspect and view the work being carried out and to make representations to the Owner as to any defects or faults which are found;
(iv) a provision that such defects as may be identified by the Council or its nominee are remedied by the building contractor to the reasonable satisfaction of the Council.

4 The COUNCIL hereby covenants with the OWNERS that it shall:

a) provide access and licence onto land in their ownership within the Hampton Development (including the CRA Land in accordance with the terms of the CRA Land Agreement) subject to reasonable conditions for the purpose of enabling the Owners to comply with their obligations contained in this Agreement;

b) take such action at the Owners’ request and cost that they or any of them may be empowered to take for the purpose of facilitating the aims of this Agreement and enabling the Owner to comply with its obligations herein set out including the service of any notice PROVIDED THAT this provision shall not fetter the discretion of the Council;

c) accept the transfer or grant of lease of land as provided in this Agreement;

d) subject to the entry into of any necessary agreement under the Highways Act 1980 grant to the Developer and the Owner subject to reasonable conditions full right and liberty to enter upon with or without plant or machinery any highway land within its ownership for the purpose of enabling the Owners to comply with their obligations contained in this Agreement;

e) take such other action at the Owners’ request and cost that it may as local highway authority be empowered to take for the purpose of facilitating the aims of this Agreement and enabling the Owner to comply with their obligations herein set out subject to the entry into of any necessary agreements under the Highways Act 1980 the adoption for future maintenance as public highway of the highways to be provided in accordance with the Schedule 7 PROVIDED THAT this provision shall not fetter the discretion of the Council;

f) observe and perform the obligations within the Schedules to this Agreement which are framed as Council obligations;
g) act reasonably at all times in the consideration of any requests by the Owner or its nominee for consent agreement approval or declaration of satisfaction or opinion under this Agreement and not to unreasonably delay or refuse the grant of the same;

h) in the event that any facility for which a contribution is required under this Agreement shall cost less than has been estimated (so that the relevant sum paid by the Owner is greater than the relevant percentage set out within this Agreement) the Council shall within 28 days of Practical Completion of the relevant facility reimburse the Owner to the extent of any sum paid by the Owner which exceeds the relevant percentage of the actual cost of the relevant facility.

i) the Council shall hold any sum received under this Agreement in an interest bearing account and on the written request of the Owner shall provide any information the Owner may reasonably request regarding the expenditure of such sum.

j) the Council shall on written request furnish the Owner with an accurate breakdown (including providing copies of invoices and any other information reasonably requested) of how the sums paid under this Agreement were or are being spent such evidence to include the final total build cost of any facilities constructed and land acquired in whole or in part with that sum.

(k) unless specifically provided otherwise in this Agreement if all or any part of any sum paid to the Council pursuant to this Agreement remains unspent within 10 years from the date of payment of such sum or part thereof the Council shall repay such unspent sum to the party who made the payment within 28 days of a written request to do so with any interest earned thereon.

5 DISPUTE PROVISIONS

a) In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement 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 of the Law Society 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.

b) In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 5(a) or as to the appropriateness of the professional body then such question may be referred by either party 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.

c) Any expert howsoever appointed shall be subject to the express requirement that a decision is 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 working days after the conclusion of any hearing that takes place or twenty Working Days after he has received any file or written representation.

d) 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.

6 The parties hereto agree to take such steps (including entering into any further documentation) as may properly be required to give effect to this Agreement.

7 IT IS HEREBY AGREED AND DECLARED by the parties that:

a) subject as hereinafter provided no person shall be liable for a breach of any covenant obligation or undertaking contained in this Agreement after
they shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to its liability for any subsisting breach prior to parting with such interest;

b)  

(i) within two months of the date of a written enquiry served on the Council by the Owner and/or any other person having interest in the Site the Council shall notify the enquirer in writing as to whether it is satisfied that such obligation or obligations as the enquiry relates to has been complied with in accordance with the provisions of this Agreement;

(ii) upon the date of any notification by the Council that any obligation referred to in this Agreement has been complied with the Owners and/or any successor in title shall then be discharged from any further liability in respect of such obligation;

c) in the event that the Council have reasonable cause to require the Owner to pay them consideration in respect of the grant of rights across or interest in land (except the CRA Land) which are necessary in order to enable the Owner to perform any of its obligations under the terms of this Agreement and such consideration includes an element of “ransom” based on or supported by the principle set out in the case of Stokes -v- Cambridge and the Owners decline to pay such consideration the Owners shall forthwith be discharged from complying with such obligation insofar as the obligation relates to the land for which “ransom” consideration is demanded;

d) the Owner shall not be obliged under the terms of this Agreement to construct any building unless all necessary consents and approvals have been obtained PROVIDED THAT the Owner shall use reasonable endeavours to procure such consents and approvals;

e) the parties shall use their reasonable endeavours to procure that a transfer or grant of lease of any buildings or land under the provisions of this Agreement shall be completed within a period of two months from the Practical Completion of any building or works or the acceptance of any
offer of land or service of notice confirming requirement for the transfer of land as provided under the terms of this Agreement;

f) nothing contained in this Agreement shall prejudice or affect any of the statutory rights powers discretions obligations and duties for the time being vested in the Council and all such rights powers obligations and duties shall in regard to the Development and any buildings or works thereon or the occupiers thereof be enforceable and exercisable by the Council as fully and freely as if this Agreement had not been executed;

g) any notice decision approval or authority which may be given by the Council under this Agreement shall be valid and effectual if signed by the Chief Executive or such other person or persons as the Council may from time to time designate in writing and shall be deemed to have been validly served on or communicated to the Owners if sent by pre-paid registered or recorded delivery post to the Owners at their registered address and any notice required to be given to the Council hereunder shall be valid and effectual if signed by the Owners or relevant Owner and shall be deemed to have been validly served or communicated to the Council if sent as aforesaid to the Council at the Town Hall, Peterborough;

h) where any notice period is specified in this Agreement Saturdays Sundays and Bank or Public Holidays, shall not count as part of the notice period;

i) for the avoidance of doubt where under this Agreement provision is made for the transfer of land to the Council it is hereby agreed that the responsibility for the future maintenance of the landscaping thereon and the cost thereof shall rest with the Council.

8 PROCESS FOR CALCULATING THE AFFORDABLE HOUSING CONTRIBUTION AND THE OPEN MARKET VALUE OF THE RAILWAY STATION LAND

(a) In respect of the Affordable Housing Contribution and the Open Market Value of the Railway Station Land the Owner shall:

(i) in the case of the Affordable Housing Contribution provide to the Council for approval the Owner’s written valuation as to the
Affordable Housing Contribution and the basis of that valuation as provided for in paragraph 10 of Schedule 3,

(ii) in the case of the Open Market Value of the Railway Station Land provide to the Council for approval the Owner’s written valuation of the said Open Market Value and the basis of that valuation as provided for in paragraph 12 of Schedule 7,

and where such figure has not been approved within 40 Working Days of provision to the Council (or an alternative figure agreed between the Owner and the Council) it shall be referred for expert determination in accordance with clause 5.

(b) Any figure approved by the Council, agreed between the Owner and the Council or determined pursuant to clause 5 in connection with this clause 8 shall be valid for a period of 6 months from the date of such approval, agreement or determination.

(c) If the Railway Station Transfer is not completed within 6 months of the date of approval, agreement or determination of the Open Market Value in respect of such transfer then the Owner shall within a further 20 Working Days provide a revised figure for such Open Market Value and the basis of that calculation to the Council for approval.

(d) Where such revised figure in (c) above has not been approved within 20 Working Days of provision to the Council (or an alternative figure agreed between the Owner and the Council) it shall be referred for expert determination in accordance with clause 5.

9 If CIL shall be charged and paid by the Owner as herein named in relation to the development of any part of the Site pursuant to a S 73 Permission the Council shall pay to the Owner as herein named within 14 days of a written demand for the same a sum equal to the CIL so charged and paid.
Schedule 1

Details and description of the Site

All that land shown edged red on Plan 3 being mainly south of Fletton Parkway west of Peterborough Road Farcet north of Yaxley east and west of the A15 London Road and land between Junction 2 of Fletton Parkway and the A15 London Road west of Yaxley plus the Hampton Development Landscaping falling within the provisions of Schedule 6 Part 3, paragraphs 4, 5 and 6 and the Lakes falling within the provisions of Schedule 6 Part 2 paragraph 2
Schedule 2

Land Ownership

As at the First S106A Determination ownership of the Site is as shown on Plan 2 plus the land described in Schedule 6 Part 3, paragraphs 4, 5 and 6 and the Lakes as defined and for the purposes of Schedule 6 Part 2 paragraph 2 which are in the ownership of O&H Properties Limited.
Schedule 3

Housing

The provisions of this Schedule 3 shall relate only to and be enforceable only against the Hampton Land and the Leys Site

1 The Owner shall secure on an Annual Release basis at least 5% of the Dwellings on the Hampton Land and the Leys Site as Affordable Housing which:

1.1 shall comprise 70% either Affordable Rented Housing or Social Rented Housing; and

1.2 shall comprise 30% Shared Ownership Housing (or such other Intermediate Housing as agreed in writing from time to time with the Council); and

1.3 shall be distributed across the Leys Site in accordance with the Development Brief and across the Hampton Land as agreed with the Council in writing taking into account the level of provision required and of a size and type of unit in accordance with the most recent Strategic Housing Market Assessment from time to time adopted by the Council; and

1.4 shall at all times be occupied and managed as Affordable Housing in accordance with the objectives of a Provider of Social Housing.

2 No more than 85% of Market Housing within any Phase shall be Occupied until all of the Affordable Housing allocated to that Phase as part of the Annual Release has been Practically Completed.

3 Notwithstanding paragraph 1 above, because it has been agreed with the Council, (and given exceptional site specific factors) there shall be no Affordable Housing on either the Land South West of Hampton Vale or Hampton Heights, the total percentage of Affordable Housing to be delivered on the Leys Site shall be 5% of 3852 dwellings (totalling 193 Affordable Dwellings) (rather than 5% of the proposed 3352 Dwellings left to be built out on the Hampton Land and the Leys Site)—PROVIDED THAT the total number of Affordable Dwellings to be delivered on the Leys Site shall be reduced by any number of Affordable
Dwellings provided or required to be provided on either or both of Hampton Heights and Land South West of Hampton Vale

4 Subject to the proviso to paragraph 3 if the total of any planning permissions granted and implemented for the Land South West of Hampton Vale and/or Hampton Heights is for less than 500 dwellings across the two sites the minimum amount of Affordable Dwellings to be delivered on the Leys Site in accordance with paragraph 3 shall be reduced accordingly to ensure provision still equates to 5% of 3352 plus 5% of the number of dwellings being built on the Land South West of Hampton Vale and Hampton Heights but such calculation is to take into account any Affordable Dwellings required to be provided on either the Land South West of Hampton Vale or Hampton Heights.

5 Subject to the proviso to paragraph 3 if the total of any planning permissions granted and implemented for the Land South West of Hampton Vale and Hampton Heights is for more than 500 dwellings across the two sites the minimum amount of Affordable Dwellings to be delivered on the Leys Site in accordance with paragraph 3 shall be increased accordingly to ensure provision still equates to 5% of 3352 plus 5% of the number of dwellings being built on the Land South West of Hampton Vale and Hampton Heights but such calculation is to take into account any Affordable Dwellings required to be provided on either the Land South West of Hampton Vale or Hampton Heights.

6 Subject to the proviso to paragraph 3 for the avoidance of any doubt, if fewer than 3352 Dwellings are constructed on the Leys Site and the Hampton Land the minimum number of Affordable Dwellings to be delivered on the Leys Site in accordance with paragraph 3 shall be decreased accordingly to ensure provision still equates to 5% of the total of the amount of Dwellings delivered across the Leys Site, the Hampton Land, the Land South West of Hampton Vale and Hampton Heights but such calculation is to take into account any Affordable Dwellings required to be provided on either the Land South West of Hampton Vale or Hampton Heights.

7 As part of the Annual Release, any land identified in that Annual Release for Affordable Housing must be transferred in accordance with the terms of Annex 7 (or contracts to transfer exchanged in a form approved by the Council) on reasonable terms within 12 months of the Annual Release having been agreed by
the Council, to a Provider of Social Housing in a Clean Condition, Serviced together with Service Installations and Access provided up to at least the boundary of the Affordable Housing Site so as to be available in all aspects for the provision of Affordable Housing.

8 If the Owners fail to convey/transfer the Affordable Housing Site or to enter into a contract as required by paragraph 7 of this schedule then the Council may at its absolute discretion (by notice in writing served upon the Owners or the owner for the time being of the Affordable Housing Site) require the Owners to continue (for a further 12 months) to seek to transfer the Affordable Housing Site to any Provider of Social Housing or may instead by notification require the transfer of the Affordable Housing Site to the Council Serviced with Service Installations and Access and in accordance with the terms of Annex 7.

9 If the Owners provide reasonable written evidence of their attempts to comply with the requirements of paragraphs 7 and 8 above (which shall include negotiations with all current members of the Peterborough Strategic Partnership or such other Providers of Social Housing as the Council shall specify) and the Council is reasonably satisfied after making any enquiries considered necessary that the failure to so comply is due to either:

9.1 The non-availability of a Provider of Social Housing willing to enter into arrangements as described in paragraph 7 above or any necessary funding and is in no respect attributable to any act or default of the Owner; or

9.2 the unreasonable delay or default of the Provider of Social Housing in entering into or completing arrangements as described in paragraph 7 or 8.

the Council may, instead of serving the notification in paragraph 8 above, serve notice on the Owner in writing that the Affordable Housing Site can be used by the Owners for the provision of Market Housing and the Affordable Housing Contribution shall be payable by the Owner instead in accordance with the remaining provisions of this Schedule 3.

10 As soon as reasonably practicable following the serving of the notice referred to in paragraph 9 the Owners shall provide the Council with a figure for the Affordable Housing Contribution for approval by the Council and thereafter the
Owners and the Council shall follow the process set out in clause 8 in relation to the Affordable Housing Contribution

11. Within 20 Working Days of the agreement to or determination of the Affordable Housing Contribution in accordance with clause 8 the Owner shall pay the same to the Council.

12. For the avoidance of any doubt, the provisions contained in this Agreement shall:

12.1. with the exception of the obligations contained in this Schedule not be enforceable against any Provider of Social Housing being the owner of the Affordable Housing Site or any part thereof or the successors in title of such Provider of Social Housing; and

12.2. not be enforceable against any mortgagee or chargee of a Provider of Social Housing or any receiver appointed by any such mortgagee or chargee or any person or persons deriving title to or an interest in the whole or any part of the Affordable Housing Site from such mortgagee chargee or receiver; and

12.3. not be enforceable against any owner or occupier of an individual unit of Affordable Housing who acquires a freehold or leasehold interest in such unit by virtue of any statutory entitlement; and

12.4. not be enforceable against any owner or occupier of any Shared Ownership Housing once the leaseholder has acquired a 100% equity share in that Shared Ownership Housing and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to someone else; and

12.5. be suspended in respect of any unit of accommodation demised or to be demised by way of shared ownership lease where the shared ownership lessee wants to transfer his interest has complied with the nomination provisions (if any) of the shared ownership lease and has first offered to sell his interest to a nominee of the Provider of Social Housing and the Provider of Social Housing has been unable or unwilling to provide a nominee within the time period specified in the shared ownership lease or such nominee has not exchanged contracts to acquire the lessee’s
interest within the time period specified within such shared ownership lease.
Schedule 4

Schools

The provisions of this Schedule 4 shall relate only to and be enforceable only against the Hampton Land and the Leys Site

PART 1

Primary Schools

1. The Owner shall allocate the Primary School Land and shall subject to the Primary School B Proviso procure at no expense to the Council the construction of Primary School B to a standard which shall include floor slabs ready for beds and finishes, service connections, central heating carcassing, electricity supplies for lighting and power to all rooms, plumbing, drainage, external paving, gates, external lighting, fencing and landscaping including hard surface play areas ("Shell and Core Standard") but otherwise in accordance with space standards laid down in Council Model Schedule 1991 ("the Model Schedule") annexed hereto and approved by the Department of Education (provided that such provision shall not extend to the fitting out thereof or to the provision of equipment) and of a design and specification jointly prepared by the Owner and the Council and approved by the Council substantially in accordance with the phasing timetable and sequence set out in Table 1 below subject to variation by agreement between the Owner and the Council and unless otherwise agreed by the Council the Owner shall not Occupy more than the amount of Dwellings stated in column 3 of Table 1 unless (i) the requisite works listed in the corresponding row of Table 1 have been Practically Completed or (ii) a freehold interest in the relevant Primary School Land has been transferred to the Council.
FOR THE AVOIDANCE OF DOUBT the Occupation restrictions contained in paragraph 1 of this Part 1 of Schedule 4 fall away on the occurrence of the following:

(a) for Primary School A, upon completion of the transfer by the Owner to the Council of the freehold interest in the Primary School Land upon which Primary School A is located in accordance with paragraph 7 of this Part 1 of Schedule 4; and

(b) for Primary School B, where the Primary School B Proviso applies.

Subject to the Primary School B Proviso before commencement of construction of Primary School B the Owner shall agree with the Council the costs of the completion works of Primary School B from Shell and Core Standard ("Completion Costs") and payments by the Council for the relevant Completion Costs shall be by stages as set out in Part 2 of this Schedule.

Subject to the Primary School B Proviso the playing fields forming part of Primary School B shall be prepared and laid out in accordance with the timetable in Table 1 by the Owner to a design standard for such a school as at 1991 and approved by the Council.

Subject to the Primary School B Proviso in the event that the Owner delivers Primary School B then at the point when the owner is about to commence the Shell and Core design then the Owner shall liaise with the Council to discuss whether the Council has a need for this school to have three forms of entry and how this may be achieved.

In the event that the Council serves notice on the Owner that it has secured the government funding in principle for delivery of Primary School B the Owner shall procure that the Council is provided with the following:

6.1 no less than two years’ advance written notice of the location of the Service Installations for that part of the Site upon which Primary School B will be provided, such two year period ending on 1st September in the year the first form of entry in Primary School B is open to the public (or as may otherwise be agreed with the Council); and
6.2 no less than 15 months before the 1<sup>st</sup> September in the year the first form of entry in Primary School B is open to the public (or as may otherwise be agreed with the Council) a transfer in accordance with paragraph 8 of such Serviced part of the Site on which Primary School B is to be located.

7 The Owner shall transfer the freehold interest in the Primary School Land upon which Primary School A is located to the Council no later than 35 days from the date of this Agreement such transfer to be in accordance with the Primary School Transfer Terms.

8 The Owner shall transfer the freehold interest in the Primary School B Land no later than the date two calendar months following the date of the notice served by the Council on the Owner confirming that it has received grant funding in principle for delivery of Primary School B subject to final confirmation from the Secretary of State for Education (unless otherwise agreed by the Council) such transfer to be in accordance with the Primary School Transfer Terms

PROVIDED THAT any transfer of the Primary School B Land will exclude 0.2 hectares of land shown on the Primary School B Land Plan as is to be used as the community social centre for Primary School B.

**TABLE 1**

<table>
<thead>
<tr>
<th>Type</th>
<th>Area</th>
<th>Date for Practical Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary School A</td>
<td>2.2 hectares</td>
<td>Phase 1 - 1&lt;sup&gt;st&lt;/sup&gt; Form entry school on Occupation of 500th Dwelling.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 2 - 2&lt;sup&gt;nd&lt;/sup&gt; form entry on Occupation of 1,000&lt;sup&gt;th&lt;/sup&gt; Dwelling.</td>
</tr>
<tr>
<td>Primary School B</td>
<td>2.2 hectares</td>
<td>Phase 1 - 1&lt;sup&gt;st&lt;/sup&gt; form entry on Occupation of 1,750&lt;sup&gt;th&lt;/sup&gt; Dwelling.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phase 2 - 2&lt;sup&gt;nd&lt;/sup&gt; form entry on Occupation of 2,500&lt;sup&gt;th&lt;/sup&gt; Dwelling.</td>
</tr>
</tbody>
</table>

PART 2
Payments to be made by the Council

1 Subject to the Primary School B Proviso the Council shall pay to the Owner the Completion Costs in staged payments within 14 days of receipt by the Council of fully itemised invoices or recognised certificates under contract issued by a recognised professional submitted in support of each such request with each such invoice to be settled in full.

PART 3

NEW SECONDARY SCHOOL FACILITIES

1 If the Council intends that (and gives the Owner notice in writing to that effect) any or all of the Services serving the New Secondary School Site are to be adopted the Council shall then use reasonable endeavours to adopt or achieve the adoption of those Services and the Owner shall provide all reasonably necessary assistance in this regard, including signing any necessary statutory agreements in the Owner's capacity as landowner.

2 If any of the Services serving the New Secondary School Site or the Primary Schools are intended to be used by other areas of the Leys Site (including for example any of the Dwellings) then the Owner shall notify the Council in writing and the Owner and the Council shall agree in writing prior to the Occupation of any such part of the Leys Site as to the reasonable and proportionate sum (which the Owner shall pay to the Council prior to such Occupation) of the cost of the installation of the Services and the maintenance prior to adoption and/or use calculated using the predicted proportion of use of the Service in question. If any of the Services are not adopted, such payment shall include a proportionate element of the cost of future maintenance as well as installation. Should such sums not be agreed between the parties within 8 weeks of the service by the Owner of the notice under this paragraph it shall be referred to an expert in accordance with the provisions of clause 5 to this Agreement.

3 Provided that the Council shall have commenced the construction of the Further Secondary School Facilities, the Owner shall:

3.1 on the day which is 14 days after the later of (a) the Occupation of 2500 Dwellings and (b) commencement of construction of the Further
Secondary School Facilities transfer to the Council the sum of £167,750 (one hundred and sixty seven thousand seven hundred and fifty pounds) towards the cost (whether actually spent, committed or yet to be spent or committed) of the construction of the Further Secondary School Facilities (which for the avoidance of any doubt is agreed to total £2,013,000 (two million and thirteen thousand pounds);

3.2 thereafter in each calendar month following the payment made in paragraph 3.1, transfer to the Council the sum of £167,750 (one hundred and sixty seven thousand seven hundred and fifty pounds) by way of a further payment towards the cost of the construction of the Further Secondary School Facilities for a total of 11 further payments (together with the payment due under paragraph 3.1 all such payments totalling £2,013,000);

PART 4

Other Provisions

1 The Council shall accept or procure that its nominees accept any transfer to them or their nominees of the Primary School A Land or the Primary School B Land (as the case may be).

2 The Council shall exercise such powers as may be vested in them to ensure that the Primary Schools and the Secondary School are used primarily for an education use.

3 On the written request of an Owner from time to time the Council shall provide to the Owner any information they may reasonably request regarding any or all of the following: progress towards delivery of the Further Secondary School Facilities; the costs incurred by the Council towards delivery of the Further Secondary School Facilities.
Schedule 5

Community Facilities

The provisions of this Schedule 5 shall relate only to and be enforceable only against the Hampton Land and the Leys Site

PART 1

Agreement for Lease (for Community Facilities)

1 The Council and O&H Properties Limited agree that they will observe and perform their respective obligations and comply with the terms imposed upon them respectively contained in or arising from the Agreement for Lease in particular the grant to the Council and the acceptance by the Council of a lease of the Community Facilities Land to facilitate the delivery of the Community Facilities to be funded by the Community Facilities Contribution

PART 2

Community Hall

1 Prior to the Occupation of the 750th Dwelling on the Leys Site the Owner shall:

a) allocate a site for the Community Hall which shall be Serviced and in a Clean Condition and at a location agreed with the Council and associated with a Mixed Use Area; and

b) Practically Complete on such a site a fitted out Community Hall to a specification to be approved in writing by the Council prior to the commencement of the construction of the Community Hall but which for the avoidance of doubt shall unless otherwise agreed by the Owner and the Council be broadly in accordance with Drawing 1 subject to a maximum cost not exceeding £1,356 per square metre (exclusive of contingencies professional fees and the fire sprinkler system) Index Linked; and

(c) upon Practical Completion of construction shall grant to the Council (or such other suitable body as the Owner and the Council consider
appropriate) a leasehold interest in the Community Hall such lease to be drawn substantially in accordance with the heads of terms of the lease contained in Annex 5 and headed “Community Hall/Social Centre Lease”.

Pre School Education

2 The Owner shall make Pre School Education provision which shall comprise the following at Primary School A (or Primary School B if agreed as an alternative in writing between the Owner and the Council):

a) a main room located next to the reception class measuring a minimum of 60sq.metres with independent access to allow for drop-off/collection avoiding school premises;

b) storage space of at least 6.5 square metres;

c) toilets leading directly off the main room with a minimum of 3 hand wash basins 3 toilets and a shower cubicle for children with additional needs;

d) access to staff toilet/disabled toilet/lockers within school;

e) area suitable for food preparation or suitable access thereto;

f) immediate access to a covered and enclosed outside play space;

g) storage for outside equipment;

h) access to a covered area for buggy storage accommodating 4 buggies;

constructed and with all necessary fixtures and fittings but excluding loose equipment by the Owner at no cost to the Council in accordance with a specification approved in writing by the Council on land which subject to the agreement of the Council and the Owner shall be included within a transfer of the Primary School A Land (or Primary School B Land if agreed as an alternative in writing between the Owner and the Council).

Burial and Cremation Sum

3 Prior to the Occupation of the 1,500th Dwelling the Owner shall pay to the Council the Burial and Cremation Sum for the provision or improvement of burial and/or cremation facilities serving the Development.
Mental Health facilities

4 The Owner shall pay to the Council upon completion of the 100th Dwelling on the Leys Site a contribution towards the costs of provision of mental health facilities on the Hampton Land and for no other purpose such sum to be 5% of the costs of constructing and acquiring the said facilities subject to a maximum of £50,700 Index Linked (the “Mental Health Sum”).

PART 3

Recycling Centre

1 Prior to the Occupation of the 1250th Dwelling the Owner shall pay to the Council a contribution of 10% of the construction and land acquisition costs of a Householders Recycling Centre serving the Development subject to a maximum sum of £152,100 Index Linked.

Community Social Centres

2 On Practical Completion of phase 1 of Primary School A the Owner shall allocate an area of land of 0.2 hectares at a location in the vicinity of each of the said Primary School as agreed with the Council and shall construct on that location a fitted out Community Social Centre to a specification of works to be agreed with the Council and shall upon Practical Completion of such works grant to the Council (or to such other suitable body as the developer and the Council consider appropriate) a leasehold interest in the Community Social Centre the leases to be drawn substantially in accordance with the heads of terms of the lease contained in Annex 5 and headed Community Hall/Social Centre Lease PROVIDED THAT if both Community Social Centres are required the aggregate cost of the Community Social Centres shall not exceed £584,000 Index Linked and if paragraph 4 applies such that a Community Social Centre is required only at Primary School A the cost of that Community Social Centre shall not exceed £292,000 Index Linked.

3 Subject to paragraph 4 of this Part 3 and in the event that either:

a) the Owners deliver Primary School B; or
b) the Council deliver Primary School B;

then in the case of a) above on practical completion of phase 1 of Primary School B and in the case of b) above on practical completion of Primary School B the Owners shall allocate 0.2 areas of the Primary School B Land as agreed with the Council and shall construct on that location a fitted out Community Social Centre to a specification of works to be agreed with the Council and shall upon Practical Completion of such works grant to the Council (or to such other suitable body as the developer and the Council consider appropriate) a leasehold interest in the Community Social Centre the leases to be drawn substantially in accordance with the heads of terms of the lease contained in Annex 5 and headed Community Hall/Social Centre Lease PROVIDING ALWAYS THAT the aggregate cost of the Community Social Centres to be delivered in accordance with paragraphs 2 and 3 of this Part of Schedule 5 shall not exceed £584,000 Index Linked.

4 In the event that the Owner transfers the Church Land to St Mary's Church, Hampton the requirements of paragraph 3 of this Part shall not apply such that the Owner shall not be required to provide a Community Social Centre at Primary School B.

PART 4

1 The Council shall spend the Burial and Cremation Sum for the provision of burial and cremation facilities to serve the Hampton Development and for no other purpose.

2 If any part of the Burial and Cremation Sum remains unspent within 10 years from the date of payment of that part, the Council shall repay such part to the party whom made the payment within 28 days of the request to do so together with any interest earned thereon.

3 The Council shall spend the Mental Health Sum for the construction of mental health facilities within the Hampton Development and for no other purpose.

4 If any part of the Mental Health Sum remains unspent within 10 years from the date of payment of that part, the Council shall repay such part to the party whom made the payment within 28 days of the request to do so together with any interest earned thereon.
Schedule 6

Open Spaces and Countryside

The provisions of this Schedule 6 shall relate only to and be enforceable only against the Hampton Land and the Leys Site save for Part 3, paragraphs 4, 5 and 6 which shall relate to and be enforceable against the land described therein and Part 2 paragraph 2 which shall relate to and be enforceable against the Lakes.

PART 1

Skate Park

1 The Owner shall pay to the Council the sum of £25,300 Index Linked on Occupation of the 1500th Dwelling on the Leys Site specifically as a contribution to meet 25% of the cost of either the provision of a skate park as part of the Country Park (as defined in the Development Brief) or of another provision for another purpose to serve the teenage population of the Leys Site within the Leys Site and for no other purpose whatsoever.

Formal Sports Land

2 Prior to the Occupation of the 2500th Dwelling on the Leys Site the Owner shall lay out and landscape to Sports England Standards the Formal Sports Land and Practically Complete the relevant changing facilities with showers and WCs for use with the community playing fields, play areas and public open space PROVIDED THAT the specification for the changing areas shall be approved in writing by the Council prior to commencement of the construction of the said facilities.

3 The Owner shall grant to the Council a leasehold interest in the Formal Sports Land such lease to be drawn substantially in accordance with the heads of terms of the lease contained in Annex 3 and headed “Formal Sports Lease”.

NEAP

4 In the event that the Council notifies the Owner at least 6 months prior to the date that the requirement to provide a neighbourhood equipped area for play (“the NEAP”) is expected to fall due in accordance with the Development Brief that it has secured funding for the increase in cost over the cost of equipping the
NEAP of providing an enhanced play area which may include facilities for water play then the Owner shall not lay out the NEAP but shall instead offer to include the NEAP with the demise of the lease to be granted to the Council in accordance with paragraph 3 and pay to the Council a sum equivalent to the cost the Owner would have incurred in making up the area as a NEAP to the NPFA standard (or any replacement standard which is no more onerous) PROVIDED THAT the Council shall as shall be set out in the Formal Sports Lease covenant to create the enhanced play area within a reasonable time period to be agreed between the Council and the Owner in writing AND FURTHER PROVIDED THAT any commuted sum payable in relation to the land shall be no higher than if the NEAP were provided as a NEAP to National Playing Fields Association standards (or any replacement standard which is no more onerous).

PART 2

Country Park

1 In relation to the Country Park:

a) The Owner shall prior to the Practical Completion of the 3190th Dwelling on the Leys Site produce to the Council for their approval a proposal for the long term management and maintenance of the Country Park and shall invite the Council to discuss the extent to which the amenities of the Country Park or the activities to be carried out therein might be enhanced through the provision of finance or other resources from agencies other than the parties hereto. The provision of and management and maintenance of the Country Park shall be undertaken in accordance with the approved proposal.

b) In the event that the Council wishes to assume the responsibility for future maintenance of the Country Park it shall be under no obligation to do so unless it is satisfied that adequate financial provision by the Owner has been made therefor.
The Lakes

2 In relation to the Lakes the Owner shall prior to the Occupation of the 1500th Dwelling on the Leys Site produce to the Council for their approval (such approval not to be unreasonably withheld or delayed) a proposal for the long term management and maintenance (including contingencies) of the Lakes by the Owner.

PART 3

Green Spaces

1 Future applications for planning permissions on the Leys Site including reserved matters applications in relation to the Leys Site shall define any Green Spaces relevant to such application

a) Prior to the construction of any Dwelling within any Phase on the Leys Site the Owner shall have submitted to the Council and the Council shall have approved a scheme detailing the following in relation to the Green Spaces for that Phase (if any):

   (i) details of the body or bodies proposed by the Owner to take on future management and maintenance of the Green Spaces (unless 1(a)(ii) applies);

   (ii) if there shall have been an agreement between the parties that the Council shall take on future management and maintenance of the Green Spaces details of such agreement together with any commuted payment agreed;

   (iii) details of the way in which the body or bodies mentioned in 1(a)(i) above are to be funded together with any bond provision or other security as may have been agreed with the Council;

   (iv) details of the timing of any payments as may be proposed in the Scheme;

   (v) unless 1(a)(i) above applies, the standards for management maintenance and monitoring as are proposed;
(vi) confirmation of the arrangements for (i) the annual reviews of the Biodiversity Action Plan by a group to include representatives of the Owner, the relevant management body and the Council (if different) and to notify Natural England of these arrangements and (ii) that O&H Properties Limited shall implement any agreed mitigation measures for a period of 15 years from the transfer of the relevant Green Space;

(vii) the appointment of a Biodiversity Clerk of Works for the duration of the Development on the Leys Site;

(viii) proposals for interim management and maintenance of the Green Spaces until handover to the relevant body.

b) The Owner shall implement the said scheme in relation to the Green Spaces as approved and in accordance with its terms.

c) The reserved matters applications in relation to any Phase on the Leys Site shall confirm the details of the timing and programme for the setting out and handover of the Green Spaces within that Phase (if any) to the relevant body or bodies (or the Council as appropriate) by reference to the Occupation of Dwellings in accordance with this Agreement

Green Space Landscaping

2 Prior to 1 June in every year if requested in writing by the Council reasonably in advance the Owner shall submit to the Council for approval a proposal for advance planting of the relevant parts of the Leys Site in accordance with the Owner’s expected programme from time to time and the Owner shall thereafter implement the proposal as approved in the next planting season.

Nature Reserve

3 The maintenance of the nature reserve in Parcel W10 shall be the responsibility of an appropriate body as shall be agreed between the Owner and the Council and the Owner shall make appropriate arrangements for the funding thereof.
Hampton Development Landscaping Management

4 Where Hampton Development Landscaping is to be adopted by the Council a scheme of management and maintenance shall be agreed between the Owner and the Council prior to adoption and thereafter carried out by the Council in accordance with such approved scheme of management and maintenance.

5 In relation to Hampton Development Landscaping to be adopted by the Council from time to time under the provision of paragraph 4 Part 3 of this Schedule the Owner shall enter into agreements with the Owner pursuant to Section 120 of the Local Government Act 1972 for the adoption, management and maintenance of such Hampton Development Landscaping and such agreements shall provide inter alia that the Owner shall pay such reasonable commuted sum as shall be agreed to the Council for maintenance so as to secure the standard of maintenance agreed under paragraph 6 hereof.

6 Where Hampton Development Landscaping is to be retained by the Owner which is not covered by other provisions within this Schedule 6, a scheme of management and maintenance to a standard no less than that met by the Council in relation to its management and maintenance of similar public open space in the vicinity of the Hampton Development shall be agreed between the Owner and the Council prior to the first Occupation of any Dwelling on the Hampton Land and thereafter carried out by the Owner in accordance with such approved scheme of management and maintenance.
Schedule 7

The Transport Facilities

The provisions of this Schedule 7 shall relate only to and be enforceable only against the Hampton Land and the Leys Site save for paragraphs 1 and 2(b) which in addition shall relate to and be enforceable against the WPR Land

The Transport Facilities

PART 1

Highway Network

1 The Owner shall procure at its own expense and to adoptable standards the construction of a Highway Network within the Leys Site and the Hampton Land and the WPR Land PROVIDED THAT the Highway Network shall be of a standard to cater satisfactorily for the traffic flows identified from the Peterborough Transport Model (PTM) as modified by agreement between the Owner and the Council and with the intention that the Council shall adopt (subject to the completion of appropriate agreements under highways legislation) such highways including footpaths, bridleways, footways, cycle tracks, bridges and other structures, highways drains and verges as highways maintainable at the public expense.

2 The Owner shall procure that the following works are carried out:

a) subject to paragraph 3 of this Part 1 the construction of a bridge over the Kings Cross-Peterborough main railway line in the position as shown in the Development Brief before such part of the Development has been completed and Occupied as will generate as estimated 8350 vehicle trips in the weekday evening peak hour such figure to be calculated on the following assumptions:

0.54 trips per Dwelling

20.27 trips per 1000m² of Retail Development

16.9 trips per 1000m² of B1 development
4.9 trips per 1000m² of B2 development

1.39 trips per 1000m² of B8 development

1,874 actual observed trips for Tesco Extra

Nil trips for cultural, education, leisure and community facilities

provided that for the purposes of calculating the trips generated by development on the Remaining Land B such calculation will be:

i. in relation to development authorised by any reserved matters approvals on Remaining Land B based upon the relevant reserved matters approval; and

ii. in relation to development authorised by an application for full planning permission on Remaining Land B based upon such full planning permission but only up to a cap of 522.79 trips; and

for the avoidance of doubt for the purposes of this paragraph 2a)ii) above ‘an application for full planning permission’ is a planning permission other than any of the Permissions or any S 73 Permission that has been granted and implemented in relation to part of Remaining Land B and any subsequent application relating to the same part of Remaining Land B shall not be included in any calculation undertaken in accordance with this paragraph 2a);

b) Construction of a new road ("the Western Peripheral Road") between Junction 2 of Fletton Parkway and the A15 at a point to the south west of the village of Yaxley shown Z on Plan 3 before such amount of the Development as shall generate 5,900 vehicle trips in the weekday evening peak hour when calculated in accordance with the formula set out in paragraph 2 (a) shall have been completed and fully occupied.

3 The obligation contained in paragraph 2(a) of this Part 1 shall be deemed discharged and no longer enforceable against the Owners from the first date on which all of the following have been achieved and where on the calculation as provided for in paragraph 2(a) of this Part 1 no more than 8350 vehicle trips
(including by applying the proviso to the said paragraph 2(a)) are estimated in the weekday evening peak hour:

a) the grant of reserved matters approvals or detailed planning permissions sufficient in aggregate to provide for 7,420 Dwellings (provided that the Owner may claim the benefit of this provision only on agreeing that these Dwellings count towards trips in accordance with paragraph 2a) above);

b) the completion of all the Retail Development capable of being approved under Reserved Matters Approvals and developed under any of the Permissions or any S 73 Permission on Remaining Land A or Remaining Land B; and

c) the completion of all Industrial Development capable of being approved under Reserved Matters Approvals and developed under any of the Permissions or any S 73 Permission on Remaining Land A or Remaining Land B;

and it is agreed that land does not fall within paragraphs 3b) and 3c) if the land cannot be developed in accordance with a Permission as a planning permission other than any of the Permissions or any S 73 Permission has been granted and implemented from the Effective Date in relation to it.

Bus Provision

4 In relation to the Hampton Land, for a period of 3 years from Occupation of the 50th Dwelling within the Hampton Land and in relation to the Leys Site, for a further period of 3 years from Occupation of the 50th Dwelling on the Leys Site the Owner shall use reasonable endeavours to secure that at least part of the bus provision serving the existing Hampton Development also serves the Hampton Land and/or the Leys Site (as appropriate) PROVIDED THAT no such endeavours shall be required to continue during any period prior to the expiry of the said 3 years in which the said provision achieves independent commercial viability and the Owner has demonstrated that viability to the reasonable satisfaction of the Council.

5 The bus provision referred to in paragraph 4 in relation to both the Hampton Land and the Leys Site shall be comparable in frequency with that provided within
Peterborough City having an average 30 minute frequency throughout the day and 60 minute frequency in the evenings and Sundays and to be within 400m of all Dwellings where practically possible and shall include the provision of an maintenance of signs, shelters and information displays.

6 The Owner shall (following written confirmation of requirement by the Council) ensure that all bus stops on the Leys Site are provided with adequate and appropriate 240V electrical supply.

7 On Practical Completion of the first bus stop on the Leys Site the Owner shall pay to the Council the sum of £5,000 Index Linked and thereafter shall pay the same amount per bus stop to be provided and Practically Completed on the Leys Site for the provision by the Council of a real time information service SAVE THAT if these sums are not spent before Occupation of the 3195th Dwelling on the Leys Site the Council shall repay to the party who made the payment any unexpended part of these sums with interest accrued thereon.

Cycling and Footpaths

8 The Owner shall procure the provision of a co-ordinated network of cycleways and footpaths across the Hampton Development as the Development proceeds and in particular shall provide the following links

a)  footpath/cycleway across the Country Park referred to in Schedule 6 to Yaxley as per the Development Brief (as amended);

b)  a bridge or underpass across the proposed Western Peripheral Road for the Green Wheel in the general area of the Stanground Lode west of Haddon Lake.

Railway Station

9 Until Occupation of the 2,000th Dwelling on the Leys Site the Owner shall keep undeveloped (save for any temporary development as may be agreed with the Council) land adjoining the main railway line as identified in the Development Brief which land shall be sufficient in size to provide a road access, bus turning space, cycle parking and waiting area if required to enable the provision by the relevant undertaker of a Railway Station to serve the Hampton Development but
being of sufficient size and dimensions to enable an alternative use in the event it is not required to serve a Railway Station.

10 At a time consistent with the progress of the Development on the Leys Site and when notice is served by the Council pursuant to paragraph 12 below within 12 months of the service of the said notice the Owner shall provide the road access to the Railway Station Land to adoptable standard linked via highway to the main road network.

11 The Owner shall notify the Council in writing within 14 days of the Occupation of the 2,000th Dwelling on the Leys Site.

12 As soon as reasonably practicable following the serving of the notice referred to in paragraph 11 of this Schedule 7 the Council and the Owner shall follow the process set out in clause 8 in relation to the Railway Station Land for the agreement or determination of the Open Market Value of the Railway Station Land.

13 Within 20 Working Days of the completion of the agreement to or determination of the Open Market Value of the Railway Station Land and the Owner shall complete a transfer of the Railway Station Land to the Council such transfer to be at the said Open Market Value and drawn substantially in accordance with the heads of terms of transfer and related documents contained in Annex 2 and headed “Railway Station Transfer”.

PART 2

1 The Council agrees with the Owner that it or its agents shall subject to the entry into appropriate agreements under the Highways Act 1980 as the Owner and the Council agree are necessary upon the satisfactory completion of the construction of the Highway Network or any part thereof subject to reasonable requirements and at the request of the Owner adopt such highways including footpaths bridleways cycle tracks bridge and other structure highways drains and verges as highways maintainable at the public expense PROVIDED THAT each part of a highway to be adopted is already connected to an adopted highway.
THE COMMON SEAL of THE COUNCIL OF THE CITY OF PETERBOROUGH was hereunto affixed in the presence of: 

Signed as a deed by O&H PROPERTIES LIMITED acting by a director in the presence of:

Witness:

Signed as a deed by O&H Q7 LIMITED acting by a director in the presence of:

Witness:
Annex 1

not used
Annex 2

Railway Station Transfer

1 The transfer shall be of part of the freehold of the Leys Site [(title numbers CB124612, CB178100, CB178101, CB178102, CB178099 and CB178119)] subject to any encumbrances on the title to the Leys Site which are then subsisting and enforceable and capable of taking effect against the land comprised in the Railway Station Land and/or the transferee.

2 The transfer shall be with full title guarantee and with vacant possession.

3 The consideration payable shall be the Open Market Value determined in accordance with clause 8 of this Agreement and referred to in paragraph 12 of Schedule 7 of this Agreement.

4 The transfer shall as appropriate in the circumstances include the grant of non-exclusive rights for the benefit of the Railway Station Land (and each and every part of it) and any person expressly or impliedly authorised by the transferee to make use of such rights:

4.1 of way, both pedestrian and vehicular, at all times and for all purposes connected with the lawful use of the Railway Station Land over such parts of the Leys Site as are laid out as roads, footpaths, cycleways and other designated access ways which are intended for use with the Railway Station Land;

4.2 of services through service media, intended to serve the Railway Station Land subject to relocation ("lift and shift") provisions;

4.3 of support for the benefit of the Railway Station Land and the buildings and structures to be constructed thereon;

4.4 of entry onto adjoining property comprised in the Leys Site to maintain and repair and replace service media, such right to be limited to be exercisable only over any land which is not included or intended to be included in the curtilage of any dwelling or other building;

4.5 of use of common parts of private shared areas and designated open spaces.
5 The reservation of rights as appropriate in the circumstances for the benefit of the remainder of the Leys Site taking effect over the Railway Station Land in like terms, mutatis mutandis, those set out in paragraph 4.

6 Covenants restrictive as to use, consistent with the sale of the Railway Station Land for its lawful use

7 A covenant by way of indemnity given by the transferee in favour of the transferor in relation to any encumbrances on the title to the Railway Station Land which are then still subsisting and enforceable and capable of taking effect against the Railway Station Land and/or the transferee.

8 Covenants on the part of the transferor to complete the construction and secure adoption of all roads, footpaths, cycleways and other designated accesses and all service media and open spaces within the Leys Site which are intended to be adopted as public facilities to be maintainable at the public expense.

9 Such other provisions as are reasonably and properly required for the good and proper management and maintenance of the Leys Site once development thereof has been completed and the preservation of the appearance of the same.

10 An acknowledgement that the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to the transfer and nothing therein shall confer or purport to confer on any third party any benefit or any right to enforce any term of the transfer where, but for such provisions, such benefit or right would come into existence solely by virtue of that Act.

11 An agreement and declaration to the effect that the transferee shall not be entitled to any right of light or air in relation to the Railway Station Land which might restrict or interfere with the development or user of the Leys Site in any manner which the transferor thinks fit.

12 An agreement and declaration acknowledging that no easement or quasi easement will arise for the benefit of the Railway Station Land other than rights specifically granted and excluding the creation of any form of implied easement.
Annex 3

Formal Sports Lease

1 The lease shall be granted for a premium of a nominal monetary consideration of a minimum value of £10 plus VAT if chargeable and for a term of 125 years at a rent of a peppercorn if demanded.

2 The lease shall be free from encumbrances and/or covenants and/or restrictions and/or other stipulations and requirements except as specified as required to be contained by this Agreement or the paragraphs below.

3 The permitted use shall be as public open space land together with the appropriate use of ancillary buildings as changing rooms and associated facilities.

4 The lease shall contain such rights:

   4.1 (pending adoption of roadways and/or conducting media) of access by vehicle and on foot to connect to the public highway and to connect to and maintain conduits, conducting media and any other apparatus as are necessary for the running of utilities (including telecommunications) and any other necessary services as shall enable the beneficial use of the Formal Sports Land and its maintenance and improvement; and

   4.2 reserved to the landlord to carry out works on other premises so as not to fetter the landlord’s development rights.

5 The lease shall contain covenants by the tenant to

   5.1 maintain the Formal Sports Land and any conduits thereon;

   5.2 keep landscaped areas clean and in good condition;

   5.3 yield up the Formal Sports Land clear of any refuse, goods or tenant’s fixtures;

   5.4 insure the Formal Sports Land for its full reinstatement value against the usual insured risks and to maintain third party liability insurance;
5.5 pay and indemnify the landlord against all existing and future rates, taxes, assessments, impositions and outgoings assessed or imposed in respect of the Formal Sports Land;

5.6 comply with statutory requirements;

5.7 not make any alteration or addition to the Formal Sports Land without the landlord’s prior written consent (such consent not to be unreasonably withheld or delayed); and

5.8 not do anything on the Formal Sports Land which causes a nuisance to the landlord or others.

5.9 create the enlarged play area if the NEAP land is included pursuant to the provisions of paragraph 4 of Part 1 of Schedule 6

6 The lease shall contain a covenant by the landlord for quiet enjoyment.

7 The lease shall contain a provision enabling the tenant to assign, underlet or part with possession of the whole of the Formal Sports Land with the consent of the landlord (such consent not to be unreasonably withheld or delayed).
Annex 4

Not used
Annex 5

Community Hall/Social Centre Lease

1 The lease shall be granted for a premium of a nominal monetary consideration of a minimum value of £10 plus VAT if chargeable and for a term of 125 years at a rent of a peppercorn if demanded.

2 The lease shall be free from encumbrances and/or covenants and/or restrictions and/or other stipulations and requirements except as specified as required to be contained by this Agreement or the paragraphs below.

3 The permitted use shall be as a community hall/social centre as applicable.

4 The lease shall contain such rights:

   4.1 (pending adoption of roadways and/or conducting media) of access by vehicle and on foot to connect to the public highway and to connect to and maintain conduits, conducting media and any other apparatus as are necessary for the running of utilities (including telecommunications) and any other necessary services as shall enable the beneficial use of the community social centre and its maintenance; and

   4.2 reserved to the landlord to carry out works on other premises so as not to fetter the landlord’s development rights.

5 The lease shall contain covenants by the tenant to:

   5.1 keep the community hall/social centre and any landlord’s fixtures and conduits thereon in good repair;

   5.2 keep the community hall/social centre in decoration;

   5.3 keep landscaped areas clean and in good condition;

   5.4 yield up the community hall/social centre repaired and decorated and clear of any refuse, goods or tenant’s fixtures;
5.5  insure the community hall/social centre for its full reinstatement value against the usual insured risks and to maintain plate glass and third party liability insurance;

5.6  pay and indemnify the landlord against all existing and future rates, taxes, assessments, impositions and outgoings assessed or imposed in respect of the community social centre;

5.7  pay a contribution to a fair proportion of the repair of shared facilities;

5.8  comply with statutory requirements;

5.9  not make any alteration or addition to the structure or exterior of the community social centre without the landlord’s prior written consent (such consent not to be unreasonably withheld or delayed). Internal alterations and additions shall be permitted without Landlord’s consent;

5.10 and not do anything on the community hall/social centre which causes a nuisance to the landlord or others.

6  The lease shall contain a covenant by the landlord for quiet enjoyment.

7  The lease shall contain a provision enabling the tenant to assign, underlet, charge or part with possession of the whole of the hall/community social centre with the consent of the landlord (such consent not to be unreasonably withheld or delayed).
Annex 6

Not used
Annex 7

Affordable Housing Site Transfer

1 The transfer shall be of part of the freehold of the Leys Site (title numbers CB124612, CB178100, CB178101, CB178102, CB178099 and CB178119) or the Hampton Land (as appropriate) subject to any encumbrances on the title to the Leys Site (or the Hampton Land as appropriate) which are then subsisting and enforceable and capable of taking effect against the land comprised in the Affordable Housing Site and/or the transferee.

2 The transfer shall be with full title guarantee and with vacant possession.

3 The consideration payable shall be a premium of a nominal monetary consideration of a minimum of £10 plus VAT if chargeable thereon.

4 The transfer shall as appropriate in the circumstances include the grant of non-exclusive rights for the benefit of the Affordable Housing Site (and each and every part of it) and any person expressly or impliedly authorised by the transferee to make use of such rights:

4.1 of way, both pedestrian and vehicular, at all times and for all purposes connected with the lawful use of the Affordable Housing Site over such parts of the Leys Site (or the Hampton Land as appropriate) as are laid out as roads, footpaths, cycleways and other designated access ways which are intended for use with the Affordable Housing Site;

4.2 of services through service media, intended to serve the Affordable Housing Site subject to relocation (“lift and shift”) provisions;

4.3 of support for the benefit of the Affordable Housing Site and the buildings and structures to be constructed thereon;

4.4 of entry onto adjoining property comprised in the Leys Site (or the Hampton Land as appropriate) to maintain and repair and replace service media, such right to be limited to be exercisable only over any land which is not included or intended to be included in the curtilage of any dwelling or other building;
4.5 of use of common parts of private shared areas and designated open spaces.

5 The reservation of rights as appropriate in the circumstances for the benefit of the remainder of the Leys Site (or the Hampton Land as appropriate) taking effect over the Affordable Housing Site in like terms, mutatis mutandis, those set out in paragraph 4.

6 Covenants restrictive as to use, consistent with the sale of the Affordable Housing Site for its lawful use to include provisions

6.1 the Affordable Housing to be constructed on the Affordable Housing Site shall at all times be occupied and managed in accordance with the objectives of a Provider of Social Housing;

6.2 the Provider of Affordable Housing shall only occupy the Affordable Dwellings in accordance with a Nominations Agreement to be entered into with the Council regulating the occupancy of the Affordable Housing prior to first Occupation of any of the Affordable Housing that Provider of Social Housing intends to have Occupied;

6.3 Affordable Housing Site shall be used solely for the provision of Affordable Housing in accordance with the terms of this Agreement but not further or otherwise and in particular the Council shall not be prevented from disposing of the Affordable Housing Site by way of a sale or sub-sale to a Provider of Social Housing of its own choosing.

7 A covenant by way of indemnity given by the transferee in favour of the transferor in relation to any encumbrances on the title to the Affordable Housing Site which are then still subsisting and enforceable and capable of taking effect against the Affordable Housing Site and/or the transferee.

8 Covenants on the part of the transferor to complete the construction and secure adoption of all roads, footpaths, cycleways and other designated accesses and all service media and open spaces within the Leys Site (or the Hampton Land as appropriate) which are intended to be adopted as public facilities to be maintainable at the public expense.
Such other provisions as are reasonably and properly required for the good and proper management and maintenance of the Leys Site (or the Hampton Land as appropriate) once development thereof has been completed and the preservation of the appearance of the same.

An acknowledgement that the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to the transfer and nothing therein shall confer or purport to confer on any third party any benefit or any right to enforce any term of the transfer where, but for such provisions, such benefit or right would come into existence solely by virtue of that Act.

An agreement and declaration to the effect that the transferee shall not be entitled to any right of light or air in relation to the Affordable Housing Site which might restrict or interfere with the development or user of the Leys Site (or the Hampton Land as appropriate) in any manner which the transferor thinks fit.

An agreement and declaration acknowledging that no easement or quasi easement will arise for the benefit of the Affordable Housing Site other than rights specifically granted and excluding the creation of any form of implied easement.

Provisions for a call option enabling the transferor to call upon the transferee to transfer back to the transferor (or whomsoever the Owner shall nominate) for a peppercorn and free from all restrictions so that the Owner shall be at liberty to develop the same subject to securing all necessary consents the Affordable Housing Site if works for the construction of Affordable Dwellings not have commenced and no construction contract has been signed for such construction within 18 months of the date of the transfer of the land comprised in the Affordable Housing Site Transfer or should the Affordable Housing Site not be used for the construction and use for Affordable Dwellings at any time after 2 years from transfer by the Owner or in the event that the Affordable Housing Site is appropriated by the Council for a different use.
Primary School B (site includes 0.2 ha for community social centre)

Hamptons East
Primary School B (Hampton Waters)

Scale: 1:7,500
Drawn: DKS
Designed: SJP
Approved: FP

Drawing Number: PST012/004
Revision: Date: 23.10.2017

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