

THIS DEED is dated

2023

- (1) HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford Hertfordshire SG13 8DE (“the County Council”)
- (2) ST ALBANS CITY AND DISTRICT COUNCIL of Civic Centre St Peters Street, St Albans, Hertfordshire, AL1 3JE (“the Council”)
- (3) HEADLANDS WAY LIMITED incorporated and registered in England and Wales with company number 13611525 whose registered office is at 1 Royal Terrace, Southend On Sea, Essex SS1 1EA (“the Owner”)

Commented [EB1]: This is the registered office address shown on the Companies House website

Commented [EB2]: Headlands cannot be a party to this Deed in two separate capacities

WHEREAS

- (A) The County Council and the Council are local planning authorities for the purposes of the 1990 Act for the area in which the Site is situate and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited
- (B) The County Council is the Highway Authority the Education Authority the Library Authority the waste disposal authority and the Social Services Authority for Hertfordshire
- (C) The Owner is the freehold owner of the whole of the Site which is registered at the Land Registry under title number HD606737
- (D) The Owner has submitted the Planning Application to the Council
- (E) The Planning Application was refused by the Council on 25th October 2022 and the Owner has lodged an appeal against such refusal on 1st December 2022 under appeal reference APP/B1930/W/22/3312277 (“Appeal”)
- (F) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead

Commented [EB3]: Title plan clearly showing the extent of the land edged red is required

NOW THIS DEED WITNESSETH as follows:

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Deed:

Definitions:

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

Additional First Homes Contribution: means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 10.8 or 10.9 or 13.1(a)(iii) of Schedule Two, the lower of the following two amounts:

- (a) 33.33% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Chargee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Chargee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home

Affordable Housing: means the provision of 100% housing units as defined by the National Planning Policy Framework which are to be provided for Key Workers whose needs are not met by the private market within the same area and include Discounted Markets Sales Housing, and in the terms of First Homes and Self-Build and Custom House Building Plots will be at the Discount Market Price and "Affordable Housing Units" shall be construed accordingly

Affordable Housing Scheme: means a scheme to be submitted in writing as part of the Reserved Matters application by the Owner to the Council for approval in respect of a Phase containing details of:

- (i) the number of Affordable Housing Units in that Phase;
 - (ii) a breakdown of the type, size and tenure mix of the Affordable Housing Units in that Phase;
 - (iii) the location of each Affordable Housing Unit in that Phase;
- and include First Homes and Self-Build and Custom House Building plots

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

Appeal: an appeal to the Secretary of State and which is determined by the Secretary of State or his appointed Planning Inspector in relation to the

Commented [SF4]: Not accepted. We are not clear what this further proposed amendment means or why it is required, the agreement should stick to the definition of affordable housing as set out in the NPPF, that does not depend on evidence of need being provided by the owner.

Commented [NK5]: I have deleted this from the definition as self-build is not an affordable housing product according to the NPPF

Commented [SF6R5]: We assume this is now agreed to be retained in the definition.

Commented [NK7]: Can you provide the mix of affordable housing (% of each type) proposed at the site. It would be useful to all parties for this to be detailed in this Affordable Housing Scheme definition.

% Shared Ownership
% Discounted Market Sale
25% First Homes
5% Self-Build

Commented [SF8R7]: 100% are discounted by at least 33% and we have committed to First Homes and CSB, but the proportion of shared ownership will only be determined at reserved matters stage when the precise mix will be identified according to demand.

District Council's refusal of the Planning Application given appeal reference number APP/B1930/W/22/3312277

Appeal A: an appeal to the Secretary of State and which is determined by the Secretary of State or his appointed Planning Inspector in relation to the District Council's refusal of the Planning Application given appeal reference number APP/B1930/W/22/3313110

Appeal A Bus Service Contribution: means the contribution toward bus services in the sum of £875,000.000 as set in the s106 agreement in relation to planning appeal APP/B1930/W/22/3313110 for development at land south of Chiswell Green Lane, Chiswell Green, St Albans

Appeal A Site: means the freehold property situate at Land South of Chiswell Green Lane, Chiswell Green, St Albans Hertfordshire registered at the Land Registry with Title Absolute under the Title Numbers HD421373, HD169192, HD343570 HD581748, HD127008, HD289804, HD326047 and HD581747 which is subject of Appeal A

Armed Services Member: means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service

BCIS Index: means the Building Cost Information Service All-in Tender Price Index published from time to time or any replacement index as identified by the County Council

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

Biodiversity Offsetting Contribution: means the sum (exclusive of VAT if applicable) to be calculated in accordance with the formula set out at paragraph 2.1 of Schedule 4 of this Deed and agreed by the Council as part

of the Biodiversity Offsetting Scheme approved pursuant to this Deed to offset the loss of habitats on the Site and to provide a net gain of 10% and to be used by the Council or Nominees towards the creation of new habitats in accordance with the Biodiversity Offsetting Scheme

Biodiversity Offsetting Scheme: means a scheme to be approved by the Council which shall include the following details:

- (a) the final calculation of the Biodiversity Offsetting Contribution;
- (b) whether the Biodiversity Offsetting Contribution is proposed to be paid to the Council or its Nominees and details of the Nominees in the event that it is proposed to be paid to the Nominees which FOR THE AVOIDANCE OF DOUBT will be at the discretion of the Council;
- (c) The identity of an appropriate receptor site(s) at which the Biodiversity Offsetting Contribution is to be expended; and
- (d) details of the provision of contractual terms to secure the offsetting measures in the event that the Biodiversity Offsetting Contribution is to be paid to a Nominee(s)

Biodiversity Onsite Compensation: means biodiversity measures to be implemented within the Site as part of the Development in accordance with the Biodiversity Onsite Compensation Scheme approved by the Council in accordance with this Deed

Biodiversity Onsite Compensation Certificate: means a certificate or certificates in writing relating to the Biodiversity Onsite Compensation provided by a suitably qualified and experienced ecologist (the identity of whom has been approved by the Council in writing) that confirms that the Biodiversity Onsite Compensation has been laid out in accordance with the approved Biodiversity Onsite Compensation Scheme

Biodiversity Onsite Compensation Scheme: means a scheme to be approved by the Council detailing Biodiversity Onsite Compensation and which shall include (but shall not be limited to) the following:

- (a) The Biodiversity Post-Development Site Value;
- (b) The programme for the delivery of the Biodiversity Onsite Compensation; and
- (c) Details of all measures to maintain the Biodiversity Onsite Compensation

Biodiversity Post-Development Site Value: means the number of Biodiversity Units that shall be achieved through the Biodiversity Onsite Compensation to be delivered as part of the Biodiversity Onsite Compensation Scheme approved in accordance with this Deed (calculated in accordance with the Biodiversity Metric) such score to be approved by the Council as part of the Biodiversity Onsite Compensation Scheme

Biodiversity Pre-Development Site Value: means the biodiversity value of the Site prior to the Development and to be calculated as part of the Biodiversity Offsetting Scheme

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

Commented [EB9]: Definition already included above

Bus Service Contribution means the sum of nine hundred and seventy five thousand pounds (£975,000.00) (index linked as hereafter provided) towards enhancement of the existing bus routes operation along the Watford Road Chiswell Green St Albans

Commented [EB10]: To be confirmed

Chargee: means any mortgagee or chargee of the Owner or AHP or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

Commencement Date: means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the expressions “Commence”, “Commences”, “Commencement” and “Commenced” shall be construed accordingly

Compliance Certificate: means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 4.2 of Schedule Two applies the Eligibility Criteria (Local)

Development: means the development of the Site in accordance with outline application (access sought) for demolition of existing buildings, and the building of up to 330 discounted affordable homes for Key Workers, including military personnel, the creation of open space and the construction of new accesses as set out in the Planning Application

Development Mix: means the illustrative mix set out in table 1 at Schedule 7

Director : means the County Council's Executive Director of Environment and Transport and/or its Executive Director for Sustainable Growth (or equivalent post) (as the case may be) for the time being and his/her officers and agents

Discount Market Price: means a sum which is the Market Value discounted by at least 33.33%

Discounted Market Sales Housing: means affordable housing that is sold at a discount of at least 33% below local market value

Disposal: means the transfer of the freehold interest in an Affordable Housing Unit provided that in relation to First Homes the following shall be excluded:

- (a) a letting or sub-letting in accordance with paragraph 11 of Schedule Two
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner
- (c) an Exempt Disposal

and "Dispose", "Disposed" and "Disposing" shall be construed accordingly

Dwelling: means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission

Education Contributions: means the Primary Education Contribution, the Secondary Education Contribution and the Special Educational Needs and Disabilities Contribution

Education Land means the land to the south of Chiswell Green shown on plan [INSERT PLAN]

Commented [EB11]: Seeking instructions

EEAST: means the East of England Ambulance Service Trust of Whiting Way Melbourn Cambridgeshire SG8 6EN

EEAST Contribution: means the sum of eighty thousand, one hundred and ninety pounds (£80,190) (index linked as hereinafter provided) as a contribution towards additional health services arising from the Development

Eligibility Criteria (Local): means criteria which are met in respect of a disposal of a First Home if:

Commented [NK12]: This is the model wording provided by the government in terms of First Homes Units

Commented [SF13R12]: The agreement cannot introduce future uncertainty over possible future changed standards set locally and should be based on the criteria as they are defined now. To introduce uncertainty would render any First Home purchases uncertain and unviable.

- (b) any or all of criteria (i) (ii) and (ii) below are met:

(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or

(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker it being acknowledged that at the date of this Deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home.

Eligibility Criteria (National): means criteria which are met in respect of a purchase of a First Home if:

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

Eligible Household(s): means a person or persons who are Key Workers with a local connection and for serving members or recent veterans of the Armed Forces (the latter qualifying on the principle set out in The Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012)

Environment Bank: means the independent business established in 2006 specialising in biodiversity accounting, use of metrics, offset brokerage and establishing habitat banks who work with public and private sector clients to delivery net gain solutions for biodiversity in the planning system

Exempt Disposal: means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce,

annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order

- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 13.1(a) (iii) of Schedule Two shall apply to such sale)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 11 of Schedule Two

First Homes: means a Dwelling which may be disposed of as a freehold or as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

First Homes Owner: means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Owner; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for Occupation as a First Home; or
- (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 11 of Schedule Two

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Commented [NK14]: No longer required, see Schedule

First Time Buyer: means a first-time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

Head of Housing: means the Council's Head of Housing for the time being and his agents

Homes England: means the successor body to the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and being the regulator of social housing providers in England and includes any successor body exercising similar functions

Household: means any person or persons who are living together as a single household

Income Cap (National): means in the case of any other First Home outside

any London Borough Council, eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home

Interest: means interest at four percent above the base lending rate of HSBC Bank Plc from time to time

Key worker: means Members of the Armed Forces and Key Workers as defined in paragraph 5.12 of the Council's Affordable Housing Supplementary Planning Guidance (March 2004) i.e. people employed or taking up employment (have a confirmed and accepted job offer) in the following employment categories: Teachers for Hertfordshire County Council, Police officers for Hertfordshire Constabulary, Fire officers for Hertfordshire Fire and Rescue Service, Health care workers in National Health Service Trusts working in Hertfordshire, Social care workers for Hertfordshire County Council (residential care workers and social workers dealing with families/children or vulnerable adults), Local Authority Staff, or such other groups that may be nominated from time to time by the Head of Housing, St Albans District Council definition (supplemented by Members of the Armed Forces following the Armed Forces Covenant in 2011)

Leisure and Cultural Centres Contribution: means the sum of two hundred and fourteen thousand, two hundred and twenty-two pounds (£214,222) (index linked as hereinafter provided) as a contribution towards Greenwood Park Community Centre and Pavilion improvements

Library Contribution: means the sum of ninety-five thousand, five hundred and fifty-two pounds (£95,552) (calculated in accordance with the Development Mix) however, should the size type tenure and/or total number of Dwellings differ from the Development Mix the amount of the contribution due will be calculated in accordance with table 4 at Schedule 7 of this Deed (in either case index linked as hereinafter provided) as a contribution towards increasing capacity of community spaces in St Albans Central Library and/or its future re-provision

Commented [EB15]: I am instructed that the figure is £95,552, but I shall seek confirmation

Local Connection: shall have the meaning given to it by the Council's Affordable Housing Supplementary Planning Guidance (March 2004) (supplemented by Members of the Armed Forces following the Armed Forces Covenant in 2011)

Local Connection Priority Criteria: means a system of priority and order of preference for persons who meet the eligibility criteria being:

- (a) Key Workers living or working in St Albans or members of the armed forces;
- (b) Key Workers living or working in Dacorum or Watford;
- (c) Key Workers living or working in Three Rivers or Hertsmere;
- (d) Key Workers living or working in Hertfordshire
- (e) In the event that no eligible Key Workers apply to purchase a home ownership affordable house it will be made available on a Shared Ownership basis via the AHP.

Marketing Period: means for Discounted Market Sales Housing a 20 week period in respect of all Disposals and which shall be deemed to commence once the requirements set out in paragraphs 12(ii) to 12.3(v) of Schedule 2 have been complied with

Market Value: means whichever is the lower of:

- a) the price at which the Discounted Market Sales Housing Unit could reasonably be expected to be sold unconditionally for cash consideration by private treaty on the open market without discount calculated in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS)
- b) the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 33.33% discount in the valuation; or
- c) the median open market value in the St Albans District of a comparable dwelling with the same number of bedrooms established by calculating the mean of the median open market values advertised at the time of valuation on three independent property-based websites such as Rightmove, Zoopla, On The Market, Plumplot and Home.co.uk and for the avoidance of doubt shall not take into account the 33% discount in the valuation.

Monitoring Fees means the sum of [three thousand four hundred pounds (£3400)] payable to the County Council for monitoring the performance of obligations within this Deed which sum is based on the number of triggers each distinct trigger point attracting a charge of Three Hundred and Forty pounds (£340).

Commented [NK16]: I have reinstated this definition as it is the definition provided by the model first homes s106 provided by central government

Commented [SF17R16]: This is a more restricted and hence higher value than the version provided by the appellant and if the Council are truly concerned about affordability, then the option proposed by the appellant sets a value on the district average, which is substantially lower, making the homes more affordable. We suggest either whichever is the lower.

Commented [GB18]: Added to provide a general Open Market Value definition – other than for First Homes

Commented [NK19]: We still have concerns about the method of calculating open market value

Commented [EB20]: This figure is likely to change once the highway triggers have been accounted for

National Space Standards: means the Technical Housing Standards Nationally Described Space Standards published by the Department for Communities and Local Government and current at the date of this Deed (or such document as shall succeed or replace it)

Natural England: means the executive non-departmental public body sponsored by DEFRA (including any successor organisation)

NHS: means NHS Herts Valley Clinical Commission Group of the Forum Marlowes Hemel Hempstead HP1 1DN

NHS Contribution: means the sum of four hundred and twenty-six thousand, three hundred and twenty-nine pounds and sixty-four pence (£426,329.64) (index linked as hereinafter provided) as a contribution towards extending the Midway Surgery, Chiswell Green to accommodate patient population increase

Nominee: means the Environment Bank or other body approved by the Council who is capable of delivering the Biodiversity Offsetting Scheme

Occupy: means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expressions “**Occupation**” and “**Occupied**” shall be construed accordingly

Open Space: means informal public open space and amenity areas to be provided within the Site pursuant to any Reserved Matters including any grass and/or play area(s) and/or landscaped and/or hardstanding and/or parking areas and/or estate roads excluding such areas that are or are to be publicly maintainable highway or within the curtilage of Dwellings

Open Space Certificate: means a certificate or certificates in writing relating to the Open Space Land issued by a Chartered Landscape Architect and in relation to the equipped play area(s) issued by an inspector registered on the Register of Play Inspectors International that confirms that the Open Space Land have been laid out in accordance with the approved Open Space Scheme

Open Space Land: means the land identified as Open Space in the Open Space Scheme which shall be no less than 5.9Ha

Open Space Management Company: means a private limited company established or appointed for inter alia the purpose of managing the Open Space Land in accordance with the approved Open Space Management Scheme

Open Space Management Scheme: means a written scheme prepared by the Owner to be submitted to the Council for approval for the ongoing long-term management and maintenance of the Open Space (as may be amended

from time to time with the written approval of Council) including for the avoidance of doubt details of the Management Company and its obligations and funding

Open Space Programme: means a programme for the provision of Open Space at the Development

Open Space Scheme: means a written scheme prepared by the Owner to be submitted to the Council for approval for the provision of Open Space to include details of the Open Space Works

Open Space Works: means the specification and works required for the provision of the Open Space in accordance with the Open Space Scheme

Plan: means the plan annexed to this Deed

Planning Appeal: an appeal to the Secretary of State and which is determined by the Secretary of State or his appointed Planning Inspector in relation to the District Council's refusal of the Planning Application given appeal reference number APP/B1930/W/22/3312277

Planning Application: means the application for outline planning permission received 16 November 2021 bearing the Council's reference number 5/2021/3194

Planning Inspector: means an inspector appointed by the Secretary of State to determine the Appeal

Planning Permission: means the permission to be granted by way of approval of the Appeal or from any reserved matters submissions or resulting from any other planning application covering all or part of the Site for any of the uses comprised in the Planning Application whether granted by variation alteration substitution addition or replacement PROVIDED THAT if any form of development within the Site which individually or in combination with any other permission for development would lead to levels of development exceeding those set out in the Planning Application that development shall be subject to additional planning obligations

Play Area Contribution: means the sum of seventy-eight thousand, six hundred and ninety-nine pounds (£78,699) (index linked as hereinafter provided) as a contribution towards improvements to Cherry Hill Play Area

Practical Completion: means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect that the Development has been constructed and is available for Occupation

Price Cap: means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

Primary Education Contribution: means the sum of two million, four hundred and fifty-one thousand, one hundred and fifty-four pounds (£2,451,154) (calculated in accordance with the Development Mix) however, should the size type tenure and/or total number of Dwellings differ from the Development Mix the amount of the contribution due will be calculated in accordance with table 2 at Schedule 7 of this Deed (in either case index linked as hereinafter provided) for the delivery of a new primary school and nursery provision located on the land south of the Chiswell Green Lane development under the Council's planning application reference number 5/2022/0927 or expansion of Killigrew Primary School and/or new provision serving the Development

Primary Education (Land Purchase) Contribution: means the sum of thirty-eight thousand three hundred and ninety-six pounds (£38396) as a contribution towards the cost of providing land for primary education purposes serving the Development] [NB this contribution will only apply if the Inspector determines such contribution to be payable at the Appeal]

Public Right of Way: means the retained, altered and new public rights of way within the site; to include a new footpath parallel to Chiswell Green Lane to be dedicated as a public right of way

PUBSEC Index: means the Tender Price Index of Public Sector Non-Housing Smoothed All-In Index and specifically the series called "Extension of Public Sector Tender Price Index of Public Sector Building Non-Housing" published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or equivalent replacement index

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

- (i) Key Workers with a local connection and for serving members or recent veterans of the Armed Forces (the latter qualifying on the principle set out in The Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012 in accordance with the Affordable Housing Scheme
- (ii) in the case of a **Discounted** Market Sales and/or Shared Ownership Unit, a person who meets the eligibility criteria for shared ownership housing set by the Government from time to time and who is approved by the relevant Help to Buy

Commented [SF21]: We don't believe that approval by the Help to Buy Agency is needed for Discounted Market Sales as this is only relevant to shared ownership. All properties would be discounted under the other provisions and available to eligible key workers.

Agency appointed by Homes England for the area in which the Shared Ownership Unit is located and

- (iii) in the case of First Homes, a person who meets the criteria specified in paragraph 10.1 of Schedule Two

Qualifying Self Build and Custom Housebuilding Developer: means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals who satisfy all of the following criteria:

- a. Aged 18 or older
- b. A British citizen, a national of an EEA State other than the United Kingdom or a national of Switzerland; and
- c. Seeking (either alone or with others) to acquire a serviced plot of land in the Council's area to commission or build a house to occupy as that individual's sole or main residence
- d. Key Workers with a local connection and for serving members or recent veterans of the Armed Forces (the latter qualifying on the principle set out in The Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012 in accordance with the Affordable Housing Scheme

Reserved Matter(s): means an application for reserved matter submitted pursuant to the Planning Permission (as may be amended)

Resident Travel Pack: means a welcome pack for occupants of the Dwellings containing all of the details of sustainable travel options in the local area

RPI Index: means the Retail Price Index (RPI) being a price index calculated and published by the UK's Office for National Statistics which measures the change in the prices charged for goods and services bought for consumption in the UK

SDLT: means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

Secondary Education Contribution: means the sum of two million, two hundred and thirty-seven thousand eight hundred and four pounds (£2,237,804) (calculated in accordance with the Development Mix) however, should the size type tenure and/or total number of Dwellings differ from the Development Mix the amount of the contribution due will be calculated in accordance with table 3 at Schedule 7 of this Deed (in either case index linked as hereinafter provided) as a contribution towards expansion of Marlborough Science Academy and/or Samuel Ryder Academy and/or provision serving the Development at an appropriate location

Commented [NK22]: What affordability criteria would a prospective self-builder need to meet to be eligible for affordable self-build plot in the proposed Development?

Commented [SF23R22]: They should also be key workers, so we have inserted d) to that effect

Secretary of State: means the Minister for Levelling Up, Housing and Communities or any other minister authorised for the time being entitled to exercise the powers given under section 77, 78 and 79 of the 1990 Act

Section 278 Agreement: means a valid agreement executed as a deed and to be entered into with the County Council pursuant, inter alia, to Section 278 of the Highways Act 1980

Self-Build and Custom Housebuilding: means a Dwelling which meets the definition in the 2015 Act and constructed on a Self-Build and Custom Housebuilding Plot

Self-Build and Custom Housebuilding Plots: means those parts of the Site to be provided pursuant to the provisions of Schedule 5 of this Deed to enable construction of 5% (or such other percentage or number as is agreed in writing between the Owner and the Council) of the Dwellings as Self-Build and Custom Housebuilding and "Self-Build and Custom Housebuilding Plot" shall be construed accordingly

Self-Build and Custom Housebuilding Register: means the Council's custom build registers maintained pursuant to section 1 of the 2015 Act

Self-Build and Custom Housebuilding Scheme: means a scheme to be prepared by the Owner for the provision of Self-Build and Custom Housebuilding on the Self-Build and Custom Plots to include:

- (i) The indicative location of the individual Self-Build and Custom Housebuilding Plots which shall (unless otherwise agreed with the Council) secure that at least 5% of the Dwellings falling within the administrative area of the Council shall be Self-Build and Custom Housebuilding Plots;
- (ii) Details of the servicing arrangements for the Self-Build and Custom Housebuilding and how they shall be provided in a Serviced Condition;
- (iii) Details of how the Self-Build and Custom Housebuilding Plots shall be marketed and made available to those on the Self-Build and Custom Housebuilding Register and which FOR THE AVOIDANCE OF DOUBT shall include the length of that marketing period and provisions which allow the Self-Build and Custom Housebuilding Plots to be sold as open Market Dwellings in the event that the Self-Build and Custom Housebuilding Plots are not disposed of those on the Self-Build and Custom Housebuilding Register following 24 months of marketing (or such other marketing period as may be agreed between the Owner and the Council)

Commented [SF24]: The commitment noted above in definitions is 5% which is policy compliant.

Serviced Condition: means in relation to the land to be used for Affordable House or Self-Build and Custom Housebuilding (as the case may be) the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the Site in accordance with a scheme that the Owner shall submit to the Council for approval

Shared Ownership Lease: means a lease in the form of the Homes England's model shared ownership lease and on terms that permit part purchase of the open market value of the equity in a unit together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by the Homes England from time to time (or such other rent or form of lease approved in writing by the Council)

Shared Ownership Unit: means a unit of Affordable Housing to be made available by an AHP under a Shared Ownership Lease

Site: means the freehold property situate at Chiswell Green Lane St Albans Hertfordshire registered at the Land Registry with Title Absolute under the Title Number HD606737 all of which land is shown for identification purposes only edged red on the Plan

Special Educational Needs and Disabilities Contribution: means the sum of three hundred and forty-seven thousand, and fifty-nine pounds (£347,059) (calculated in accordance with the Development Mix) however, should the size type tenure and/or total number of Dwellings differ from the Development Mix the amount of the contribution due will be calculated in accordance with table 5 at Schedule 7 of this Deed (in either case index linked as hereinafter provided) as a contribution towards the delivery of new severe learning difficulty special school places (WEST) and/or provision serving the Development

Commented [EB25]: Seeking instructions

SPONS Index: means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by Her Majesty's Stationary Office as collated into a single index known as the SPONS Construction Civil Engineering Cost Index

Surplus: means a sum amounting to **33%** of the proceeds of sale of Discounted Market Sales Housing Units as calculated in accordance with paragraph 13(a)(iv) of Schedule 2 of this Deed

Commented [SF26]: This is a new insertion and is not justified and prejudices key worker home owners. There is no basis for a larger % surplus given that the initial discount is 33% of the market value across the board.

Sustainable Bikes: means the provision of an E-bike to each new Dwelling (330 x £800 per cycle) (index linked as hereinafter provided)

Commented [EB27]: Seeking instructions

Sustainable Travel Voucher: means a voucher incentive tangible or web hosted for the value of fifty-seven pounds (£57 per per Dwelling forming part of the Development (index linked as hereinafter provided) to be given to the residents of each Dwelling to incentivise the uptake of public transport cycling or walking as appropriate to the Development

Traffic Calming Monitoring Strategy: means a monitoring strategy / methodology statement to be agreed with the County Council to review the increase in traffic using the local residential roads of Stanley Avenue, Watford Road, Cuckmans Drive and Stanmount Road as a result of the implementation of the Watford Road Signalisation Works

Traffic Calming on Stanley Avenue means:

- (a) a vehicular footway crossover at Watford Road serving the shops junction with Stanmount Road
- (b) raised junction plateaux at
 - i) Stanley Avenue junction with Cuckman's Drive; and
 - ii) Stanley Avenue junction with Stanmount Road.

or other such traffic calming works deemed necessary by the County Council in accordance with the results of the Traffic Calming Monitoring Strategy

Travel Plan: means the travel plan to be submitted by the Owner pursuant to paragraph 4.1 of Schedule 1

Commented [EB28]: Seeking instructions and potential contribution for monitoring, evaluation and support re the Travel Plan

Travel Plan Annual Review: means an annual data collection study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein) such annual study to be carried out from the date of first Occupation of the 30th Dwelling and then annually in the corresponding calendar month for a period of 5 years

Commented [EB29]: Seeking instructions

Travel Plan Co-ordinator: means a person appointed by the Owner and approved by the County Council who shall be responsible for managing on behalf of the Owner the implementation monitoring progression reporting and review of the Travel Plan and the day to day management of the steps identified in the Travel Plan in order to achieve its objectives and targets

Commented [EB30]: Seeking instructions

Travel Plan Evaluation and Support Contribution: means the sum of six thousand pounds (£6,000) (Index Linked as hereinafter provided) as a contribution towards the cost of the County Council (1) administering and monitoring the objectives of the Travel Plan and of engaging in any Travel Plan Annual Review pursuant to this Deed and (2) administering and monitoring the objectives of, or engaging in any review of, a travel plan in relation to the development pursuant to the requirements of the Planning Permission

Travel Plan Guidance: means the County Council's document entitled "Travel Plan Guidance" which can be found at <https://www.hertfordshire.gov.uk/media-library/documents/highways/development-management/travel-plan-guidance.pdf> or such version current as at the date of submission of the Travel Plan

Commented [EB31]: Seeking instructions

Travel Plan Remedial Measures Notice: means a notice in writing served on the Owner via the Travel Plan Co-ordinator by the County Council where the Owner has failed to meet one or more of the targets identified in the Travel Plan specifying the remedial measures and/or actions required to be taken by the Owner to remedy the failed implementation towards the agreed targets with a reasonable time provision.

Commented [EB32]: Seeking instructions

Valuer: means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

Waste Contribution: means the sum of nineteen thousand four hundred and twenty-four pounds (£19,424) (index linked as hereinafter provided) as a contribution towards increasing the capacity of Waterdale Transfer Station or provision serving the Development

Watford Road Signalisation means the signalisation of the Watford Road / Chiswell Green Lane / Tippendell Lane Junction shown in principle on drawing 8230258 1007 13 annexed to this Deed or any other such drawings that maybe agreed in writing from time to time with the County Council

Commented [EB33]: Not dealt with by planning obligation

Works: shall mean the works to the highway set out in Schedule 8 to this Deed

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

Youth Contribution: means the sum of fifty-six thousand six hundred and ninety-nine pounds (£56,699) (calculated in accordance with the Development Mix) however, should the size type tenure and/or total number of Dwellings differ from the Development Mix the amount of the contribution due will be calculated in accordance with table 4 at Schedule 7 of this Deed (in either case index linked as hereinafter provided) as a contribution towards the re-provision of the St Albans Young People's Centre in a new facility

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 Words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa.
- 1.4 The reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.

- 1.5 Any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears.
- 1.6 Reference to the Site includes any part of it.
- 1.7 Where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective functions.
- 1.9 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

2. EFFECT OF THIS DEED

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and the County Council.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof.

3. CONDITIONALITY

This Deed is conditional upon:-

- (i) the grant of the Planning Permission (pursuant to the Appeal);
and
- (ii) the Commencement of Development

save for the provisions of Clauses 4.1(h) (Costs), 9.11 (Change of Ownership) and 11 (Appeal: Materiality) which shall come into effect immediately upon completion of this Deed

4. OWNERS COVENANTS

4.1 The Owner covenants with the Council and the County Council:-

- (a) to observe and perform the covenants restrictions stipulations and obligations contained in Schedule 1 hereto
- (b) to observe and perform the covenants restrictions stipulations and obligations contained in Schedule 2 hereto
- (c) to give the County Council and the Council no less than five (5) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 3 hereto
- (d) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the Development such notice to be in writing using the proforma set out in Schedule 3 hereto
- (e) not to Occupy the Development unless and until notice has been given to the County Council and the Council pursuant to Clause 4.1(d) above
- (f) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the 49th Dwelling such notice to be given prior to Occupation of the 50th Dwelling in writing using the proforma set out in Schedule 3 hereto
- (g) not to Occupy more than 49 Dwellings unless and until notice has been given to the County Council and the Council pursuant to Clause **4.1(f) above**
- (h) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the 74th Dwelling such notice to be given prior to Occupation of the 75th Dwelling in writing using the proforma set out in Schedule 3 hereto

- (i) not to Occupy more than 74 Dwellings unless and until notice has been given to the County Council and the Council pursuant to Clause 4.1(h) above
- (j) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the 82nd Dwelling such notice to be given prior to Occupation of the 83rd Dwelling in writing using the proforma set out in Schedule 3 hereto
- (k) not to Occupy more than 82 Dwellings unless and until notice has been given to the County Council and the Council pursuant to Clause 4.1(j) above
- (l) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the 149th Dwelling such notice to be given prior to Occupation of the 150th Dwelling in writing using the proforma set out in Schedule 3 hereto
- (m) not to Occupy more than 149 Dwellings unless and until notice has been given to the County Council and the Council pursuant to Clause 4.1(l) above
- (n) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the 214th Dwelling such notice to be given prior to Occupation of the 215th Dwelling in writing using the proforma set out in Schedule 3 hereto
- (o) not to Occupy more than 214 Dwellings unless and until notice has been given to the County Council and the Council pursuant to Clause 4.1(n) above
- (p) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the 224th Dwelling such notice to be given prior to Occupation of the 225th Dwelling in writing using the proforma set out in Schedule 3 hereto
- (q) not to Occupy more than 224 Dwellings unless and until notice has been given to the County Council and the Council pursuant to Clause 4.1(p) above
- (r) to give the County Council and the Council no less than five (5) Working Days' notice of first Occupation of the 299th Dwelling such notice to be given prior to Occupation of the 300th Dwelling in writing using the proforma set out in Schedule 3 hereto
- (s) not to Occupy more than 299 Dwellings unless and until notice has been given to the County Council and the Council pursuant to Clause 4.1(r) above
- (t) to give the County Council and the Council no less than five (5) Working Days' notice of Practical Completion of the Development

such notice to be in writing using the proforma set out in Schedule 3 hereto

- (u) upon completion of this Deed pay to the Council and the County Council their costs in connection with the preparation negotiation and completion of this Deed.

5. COUNTY COUNCIL COVENANTS

- 5.1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid.
- 5.2 The County Council further covenants with the Owner that it will on receipt of a written request pay to the Owner a sum, equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt of notification of Practical Completion .

5.3 *The County Council further covenants that in the event that the County Council has received at least 56% of the Appeal A Bus Service Contribution AND if the Owner has paid the full Bus Services Contribution to the County Council, the County Council shall in those circumstances only, refund to the person who paid the said Bus Services Contribution a sum equivalent to 50% of the Bus Service Contribution together with interest accrued thereon following receipt of a written request from the person who paid the said contribution PROVIDED ALWAYS that such request is not made prior to the County Council having received at least 56% of the Appeal A Bus Service Contribution*

6. COUNCIL COVENANTS

- 6.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid.
- 6.2 The Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the

Council of such payment together with Interest on such unexpended sum from the date of receipt to the date of payment.

7. EXPENDITURE IN ADVANCE OF RECEIPT OF CONTRIBUTIONS

If prior to the receipt of any of the Education Contributions the Library Contribution, the Waste Contribution or the Youth Contribution the Council or County Council incurs any expenditure in providing additional education library waste and/or youth facilities as the case may be the need for which arises from or in anticipation of the Development then the Council or County Council as the case may be may immediately following receipt of relevant contribution deduct from that contribution such expenditure incurred.

8. INDEXATION AND INTEREST

- 8.1 The Library Contribution, the Primary Education Contribution, the Secondary Education Contribution the Special Education Needs and Disabilities Contribution and the Youth Contribution shall each be index linked by reference to any increase in the BCIS Index figure applicable to the first quarter of 2022 to the finalised BCIS Index figure applicable to the quarter in which the contribution is paid.
- 8.2 The Waste Contribution shall be index linked by reference to any increase in the BCIS Index figure applicable to the third quarter of 2022 to the finalised BCIS Index figure applicable to the quarter in which the contribution is paid.
- 8.3 The Monitoring Fee shall be index linked by reference to any increase in the RPI Index figure from July 2021 to the finalised RPI Index figure applicable to the month in which the Monitoring Fee is paid.
- 8.4 The costs incurred in relation to Sustainable Bikes and Sustainable Travel Vouchers and the Bus Services Contribution shall each be index linked to movements in the SPONS Index from January 2019 to the date on which the Sustainable Bikes and Sustainable Travel Vouchers are provided and the Bus Services Contribution is paid
- 8.5 Where any sum is required to be index linked by reference to the PUBSEC Index that sum payable shall be increased or decreased in accordance with any change in the Department of Trade and Industry Tender Price Index of Public Sector Non-Housing (PUBSEC) Smoothed All-in Index as published by the Building Cost Information Service from a base figure of 265 (1st Qtr. 2020) by the application of the formula $A = B \times (C \div D)$ where:-

- A is the total amount to be paid;
- B is the principal sum stated in this Deed;
- C is the PUBSEC Smoothed All-in Index for the date upon which the interim payment described below is actually paid and;
- D is the figure of 265

8.6 Where any sum is required to be index linked by reference to the BCIS Index that sum payable shall be increased in accordance with any increase in the BCIS Index by the application of the formula $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the BCIS Index figure for the date upon which the interim payment described in clause 8.9 below is actually paid and;

D is the BCIS Index figure stated in clause 8.1 or clause 8.2 as the case may be

8.7 Where any sum is required to be index linked by reference to the RPI Index that sum payable shall be increased in accordance with any increase in the RPI Index by the application of the formula $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the RPI Index figure for the date upon which the interim payment described in Clause 8.9 below is actually paid and;

D is the RPI Index figure stated in clause 8.3

- 8.8 The Leisure and Cultural Centres Contribution and the Play Area Contribution shall each be index linked by reference to the PUBSEC Index figure of 265 to the figure applicable to the quarter in which the contribution is paid.
- 8.9 Where any sum to be paid to the Council or the County Council under the terms of this Deed is required to be indexed linked then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the Council or County Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.
- 8.10 Any money payable to the County Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

9. MISCELLANEOUS

- 9.1 The Owner hereby warrants that it is the owner of the freehold of the Site and that no other party has an interest in the Site save as disclosed in writing to the Council and the Chief Legal Officer of the County Council prior to completion of this Deed.
- 9.2 Subject to Clause 13, this Deed shall be registered as a local land charge by the Council pursuant to the Planning Inspector allowing the Appeal.
- 9.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.
- 9.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Owner:	In respect of the Council:	In respect of the County Council:
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St Stephens Farm Chiswell Green Lane St Albans Hertfordshire AL2 3NS (attention of the managing director)	Head of Planning and Building Control, St Albans City and District Council, The Council Offices, Civic Centre, St Peter's Street, St Albans, Hertfordshire, AL1 3JE (Ref: 5/2021/3194)	The Chief Legal Officer, Hertfordshire County Council, County Hall, Pegs Lane, Hertford (ref: 19346)
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- 9.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.
- 9.6 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council or the County Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority.
- 9.7 No waiver whether express or implied by the County Council or Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Council from enforcing the relevant obligations or from acting upon any subsequent breach or default.
- 9.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not been initiated in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission.
- 9.9 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the Council or County Council or any officer of the Council or County Council is required for any purpose under or in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation or certification shall not be unreasonably withheld or delayed.

- 9.10 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and/or the County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter the such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed.
- 9.11 The Owner shall give the Council and the County Council prior written notice of any change of interests in the Site occurring before all of the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.
- 9.12 Once the obligations in this Deed have been complied with then such obligations will not be enforceable against owners of individual Dwellings nor against those deriving title from them nor their mortgagees or charges and where there are restrictions on the Occupation of the Dwellings such restrictions on Occupation shall bind the owners occupiers or tenants of the Dwellings who shall not Occupy any Dwelling in breach of such restrictions
- 9.13 Save for restrictions on Occupation the obligations in this Deed (to the extent that they shall have been complied with by the Owner) will not be enforceable against the individual owners lessees or occupiers of any Affordable Housing Units ((excluding a First Homes Owner) and any Chargee and successors in title of the same) or any mortgagee or chargee of any Affordable Housing Dwellings or any purchasers therefrom or any successors in title save that the Affordable Housing obligations in paragraph 3 and 6 of Schedule 2 shall remain binding unless and until they cease to have effect pursuant to paragraph 6 of Schedule 2
- 9.14 Save for restrictions on Occupation a First Homes Owner and any Chargee and successors in title of the same shall only be liable in respect of the obligations and restrictions contained in paragraphs 4 and 5 of Schedule Two (subject at all times to paragraph 6 of Schedule Two) and shall otherwise have no liability pursuant to this Deed and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner
- 9.15 The obligations in this Deed will not be enforceable against any Statutory Undertaker with any existing interest in any part of the Site or acquires an

interest in any part of the Site for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services

- 9.16 Any future mortgagee or chargee agrees that the security of the charge over the Site shall take effect subject to this Deed PROVIDED THAT the mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

10. WORKS

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

Commented [EB34]: Not required in view of Clause 9.16

11. VALUE ADDED TAX

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

12. APPEAL: MATERIALITY

If the Secretary of State or his Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122(2) of the CIL Regulations, and/or that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that he attaches no weight to the relevant obligation(s) for the purposes of his determination then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter cease to have effect and the Owner shall be under no obligation to comply with it (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or his Planning Inspector is silent upon any obligations

then the obligations shall apply and be enforceable by the Council or the County Council in accordance with the terms of this Deed.

13. JURISDICTION

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

IN WITNESS whereof the parties hereto have executed this Deed by the same remains undelivered until the day and year first before written

Schedule 1 The Owner's Covenants stipulations and Obligations

1. EEAST CONTRIBUTION

- 1.1 To pay the EEAST Contribution to the Council prior to the Commencement Date.
- 1.2 Not to Commence the Development until the EEAST Contribution has been paid in accordance with paragraph 1.1 of this Schedule.

2. TRAVEL PLAN

- 2.1 Not to Occupy or permit the Development or any part of the Development to be Occupied for purposes pursuant to the Planning Permission until it has prepared and secured the written approval (which shall not be unreasonably withheld or delayed) of the County Council to a Travel Plan ("TP") in respect of the part or parts to be Occupied and each such TP shall contain as many of the provisions detailed in the Travel Plan Guidance as are appropriate to the Site or the relevant part of the Site and further shall include provisions as to how the progress of the TP shall be monitored.
- 2.2 to submit a draft Resident Travel Pack and the Sustainable Travel Voucher to the County Council for written approval by the County Council no less than three months prior to first Occupation
- 2.3 not to Occupy or permit or allow Occupation of any Dwelling until the draft Resident Travel Pack and Sustainable Travel Voucher have been approved in writing by the County Council
- 2.4 to provide a Resident Travel Pack to each Dwelling forming part of the Development within one (1) month of the first two Occupations of each Dwelling
- 2.5 not to Occupy or permit or allow more than two Occupations of each Dwelling unless and until a Resident Travel Pack has been provided in accordance with paragraph 2.4 of this Schedule

Commented [EB35]: Seeking instructions

- 2.6 to provide a Sustainable Travel Voucher to each Dwelling forming part of the Development within one (1) month of the first Occupation of each Dwelling
- 2.7 not to Occupy or permit or allow more than one Occupation of each Dwelling unless and until a Sustainable Travel Voucher has been provided to each Dwelling in accordance with paragraph 2.6 of this Schedule
- 2.8 to provide a Sustainable Bike to each Dwelling forming part of the Development within one (1) month of the first Occupation of each Dwelling
- 2.9 not to Occupy or permit or allow more than one Occupation of each Dwelling unless and until a Sustainable Bike has been provided to each Dwelling in accordance with paragraph 2.8 of this Schedule
- 2.10 That if it or its successors in title Occupy the Site or any part of the Site pursuant to the Development it or they will implement the TP approved pursuant to paragraph 2.1 of this Schedule 1 relating to the Site or that part of the Site and shall use reasonable endeavours to achieve the targets set therein.
- 2.11 That it will in relation to the Site include in any tenant's lease of any part or parts of the Site a covenant that the tenant will implement the TP as approved pursuant to paragraph 2.1 of this Schedule 1 for such relevant part or parts of the Site.
- 2.12 Within twenty (20) Working Days of the letting of the Site or any part or parts thereof for a term exceeding 12 months it will procure the delivery to the County Council of a notice giving the following details
- 4.8.1 the name and address of the tenant;
 - 4.8.2 a description of the premises demised;
 - 4.8.3 the length of the term; and
 - 4.8.4 a sufficient extract of the lease setting out the terms of the covenant in relation to the TP.

Commented [EB36]: Seeking clarification of instructions

2.13 The Owner shall nominate a Travel Plan Co-ordinator for written approval of the County Council and obtain such approval and such nomination shall include contact details for the proposed Travel Plan Co-ordinator and the nature of their relationship with the Owner and shall appoint at its own expense the approved Travel Plan Co-ordinator prior to Occupation of the Development for a period of at least 5 years from full Occupation of the Development.

2.14 The Owner shall not Occupy nor cause nor permit the Occupation of the Development until such time as it has appointed an approved Travel Plan Co-ordinator.

2.15 The Owner shall at all times during Occupation of the Development:

- (a) comply with the terms of the Travel Plan including but not limited to implementing any actions by the specified dates in the Travel Plan;
- (b) promote and publicise the agreed Travel Plan to owners occupiers and visitors to the Development;
- (c) implement the Travel Plan by the dates or within the time limits set out in the Action Plan section of the Travel Plan;
- (d) carry out the Travel Plan Annual Review annually on the corresponding calendar month for a period of Five years post Full Occupation and submit a written report setting out the findings of such review to the County Council within three (3) calendar months from the date of each Travel Plan Annual Review, such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Travel Plan whether or not the objectives of the Travel Plan have been achieved;
- (e) comply with any variations or amendments to the Travel Plan permitted by this Deed which shall in addition include any reasonable amendments or improvements required by the County Council following review of the report submitted in **sub-paragraph (d)** above and notified in writing to the Owner within three (3) calendar months from the date of receipt of such report.

2.16 Travel Plan Remedial Notice

- (a) If a Travel Plan Remedial Measures Notice is served upon the Owner by the County Council the Owner shall carry out the measures and actions specified in the Travel Plan Remedial Measures Notice in accordance with the timescales set out within it;
- (b) If in the reasonable opinion of the County Council the Owner has failed to comply with the Travel Plan Remedial Measures Notice

within the timescales specified therein Owner acknowledges that they will be in breach of this Deed and that the County Council may take such further action in respect of that breach or breaches as it considers appropriate without further recourse to the Owner

3. LEISURE AND CULTURAL CENTRES CONTRIBUTION

- 3.1 To pay the Leisure and Cultural Centres Contribution to the Council prior to the Commencement Date.
- 3.2 Not to Commence the Development until the Leisure and Cultural Centres Contribution has been paid in accordance with paragraph 3.1 of this Schedule.

4. LIBRARY CONTRIBUTION

- 4.1 To pay the Library Contribution to the County Council prior to the Commencement Date.
- 4.2 Not to Commence the Development until the Library Contribution has been paid in accordance with paragraph 4.1 of this Schedule.

5. NHS CONTRIBUTION

- 5.1 To pay the NHS Contribution to the Council prior to the Commencement Date.
- 5.2 Not to Commence the Development until the NHS Contribution has been paid in accordance with paragraph 5.1 of this Schedule.

6. PLAY AREA CONTRIBUTION

- 6.1 To pay the Play Area Contribution to the Council prior to the Commencement Date.
- 6.2 Not to Commence the Development until the Play Area Contribution has been paid in accordance with paragraph 6.1 of this Schedule.

7. PRIMARY EDUCATION CONTRIBUTION

- 7.1 To pay the Primary Education Contribution to the County Council as follows:
- a) Ten percent (10%) of the Primary Education Contribution shall be paid to the County Council prior to the Commencement Date
 - b) Forty-five percent (45%) of the Primary Education Contribution shall be paid to the County Council prior to the Occupation of 83 Dwellings and
 - c) The remaining Forty-five percent (45%) of the Primary Education Contribution shall be paid to the County Council prior to the Occupation of 215 Dwellings
- 7.2 Not to Commence the Development unless and until Ten percent (10%) of the Primary Education Contribution has been paid in accordance with paragraph 8.1(a) of this Schedule.
- 7.3 Not to Occupy more than 82 Dwellings unless and until Fifty-five percent (55%) of the Primary Education Contribution has been paid in accordance with paragraph 8.1(b) of this Schedule.
- 7.4 Not to Occupy more than 214 Dwellings unless and until the whole of the Primary Education Contribution has been paid in accordance with paragraph 8.1(c) of this Schedule.

8. SECONDARY EDUCATION CONTRIBUTION

- 8.1 To pay the Secondary Education Contribution to the County Council as follows:
- a) Ten percent (10%) of the Secondary Education Contribution shall be paid to the County Council prior to the Commencement Date
 - b) Forty-five percent (45%) of the Secondary Education Contribution shall be paid to the County Council prior to the Occupation of 83 Dwellings., and
 - c) The remaining Forty-five percent (45%) of the Secondary Education Contribution shall be paid to the County Council prior to the Occupation of 215 Dwellings

8.2 Not to Commence the Development unless and until Ten percent (10%) of the Secondary Education Contribution has been paid in accordance with paragraph 9.1(a) of this Schedule.

8.3 Not to Occupy more than 82 Dwellings unless and until Fifty-five percent (55%) of the Secondary Education Contribution has been paid to the County Council in accordance with paragraph 9.1(b) of this Schedule

8.4 Not to Occupy more than 214 Dwellings unless and until the whole of the Secondary Education Contribution has been paid to the County Council in accordance with paragraph 9.1(c) of this Schedule

9. SPECIAL EDUCATION NEEDS AND DISABILITIES CONTRIBUTION

9.1 To pay the Special Education Needs and Disabilities Contribution to the County Council prior to the Commencement Date.

9.2 Not to Commence the Development until the Special Education Needs and Disabilities Contribution has been paid in accordance with paragraph 10.1 of this Schedule.

10. YOUTH CONTRIBUTION

10.1 To pay the Youth Contribution to the County Council prior to the Commencement Date.

10.2 Not to Commence the Development until the Youth Contribution has been paid in accordance with paragraph 11.1 of this Schedule.

11. HIGHWAY CONTRIBUTIONS

Bus Services Contribution :

11.1 To pay the Bus Services Contribution as follows

Commented [EB37]: Awaiting instructions

12.1.1 Not to Occupy the Development until £195,000.00 of the Bus Services Contribution has been paid to the County Council (“the First Instalment”)

- 12.1.2 To pay a further £195,000.00 of the Bus Services Contribution to the County Council on the anniversary of payment of the First Instalment or prior to the Occupation of 75 Dwellings (whichever is the earliest)
- 12.1.3 Not to Occupy more than 74 Dwellings unless and until the sum total of £390,000 has been paid to the County Council in accordance with paragraphs 12.1.1 and 12.1.2
- 12.1.4 To pay a further £195,000.00 of the Bus Services Contribution to the County Council on the second anniversary of payment of the First Instalment or prior to the Occupation of prior to the Occupation of 150 Dwellings (whichever is the earliest)
- 12.1.5 Not to Occupy more than 149 Dwellings unless and until the sum total of £585,000 has been paid to the County Council in accordance with paragraphs 12.1.1, 12.1.2 and 12.1.4
- 12.1.6 To pay a further £195,000.00 of the Bus Services Contribution to the County Council on the third anniversary of payment of the First Instalment or prior to the Occupation of 225 Dwellings (whichever is the earliest)
- 12.1.7 Not to Occupy more than 224 Dwellings unless and until the sum total of £780,000 has been paid to the County Council in accordance with paragraphs 12.1.1, 12.1.2, 12.1.4 and 12.1.6
- 12.1.8 To pay a further £195,000.00 of the Bus Services Contribution to the County Council on the fourth anniversary of payment of the First Instalment or prior to the Occupation of 300 Dwellings (whichever is the earliest)
- 12.1.9 Not to Occupy more than 299 Dwellings unless and until the full amount of the Bus Services Contribution has been paid in accordance with paragraphs 12.1.1, 12.1.2, 12.1.4, 12.1.6 and 12.1.8

Travel Plan Contribution

12.2 Not to Occupy the Development until the Travel Plan Evaluation and Support Contribution has been paid to the County Council

Commented [SF38]: This has been deleted from the definitions and replaced by ebikes in HCC previous comments and is replaced with the bus service contributions in the previous clause.

12. MONITORING FEE

12.1 To pay to the County Council the Monitoring Fee prior to the Commencement Date

12.2 Not to Commence the Development unless and until the Monitoring Fee has been paid in accordance with paragraph 13.1 of this Schedule

13. PRIMARY EDUCATION (LAND PURCHASE) CONTRIBUTION

Commented [EB39]: Instructions awaited as regards the trigger for payment

13.1 To pay to the County Council the Primary Education (Land Purchase) Contribution prior to Occupation of the Development in the event that the County Council has notified the Owner that it has purchased the Education Land

Commented [EB40]: Seek Instructions

13.2 Not to Occupy the Development unless and until the Primary Education (Land Purchase) Contribution has been paid in accordance with paragraph 14.1 of this Schedule if the

14. WASTE CONTRIBUTION

14.1 To pay the Waste Contribution to the County Council prior to the Commencement Date.

14.2 Not to Commence the Development until the Waste Contribution has been paid in accordance with paragraph 15.1 of this Schedule.

Schedule 2 Affordable Housing

1. CONSTRUCTION

- 1.1 To construct the Affordable Housing Units to the design and specification and to meet the National Space Standards.
- 1.2 To keep the Council informed of all key stages in the construction of the Affordable Housing and in particular shall forthwith provide the Council with written confirmation of the practical completion of the Affordable Housing.

2. PROVISION

- 2.1 To provide 100% Affordable Housing Units in accordance with the Affordable Housing Scheme

3. OCCUPATION

- 3.1 Subject to paragraphs 3.2 and 3.3 below and 1.2 of Schedule 5 all Affordable Housing Units must be transferred to a Key Worker or a First Homes Owner (as the case may be) .
- 3.2 Subject to paragraph 13 below the Owner shall not Occupy or permit each Shared Ownership Unit to be Occupied unless and until in respect of that Shared Ownership Unit an AHP has entered into a Shared Ownership Lease to a Qualifying Person with a Local Connection.
- 3.3 In the event that following a period of marketing of at least 12 months post completion of the relevant units any of the Affordable Housing Units remain unsold, then they may be offered for sale as Affordable Housing Units other than to Key Workers.

Commented [NK41]: This has been re-inserted, the affordable housing units will need to be transferred to keyworkers and/or first homes owners if they are not shared ownership units

3.4

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Commented [SF42]: This is a scheme for key workers and will not be transferred to an AHP other than those units that are for shared ownership, which are covered by 3.2.

Commented [SF43]: As above, unnecessary.

4. DESIGN AND CONSTRUCTION OF THE AFFORDABLE HOUSING

- 6.1 The Owner covenants with the Council that the Affordable Housing Units shall be constructed and Completed in accordance with the requirements in the Building Regulations 2010 (as amended) and any

reasonable requirements by Homes England or the Regulator from time to time

5. TERMS OF AFFORDABLE HOUSING TRANSFER

5.1 The Owner covenants with the Council that where any Affordable Housing Units are Transferred to a AHP, it shall be:

- (a) With vacant possession;
- (b) On such terms as may be agreed between the Owner and the AHP concerned;
- (c) Shall contain provisions that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- (d) On such terms that accord with Homes England funding requirement current at the time of construction of the Affordable Housing Units; and
- (e) In a Serviced Condition

6. OCCUPATION OF THE AFFORDABLE HOUSING UNITS

6.1 Subject to paragraph 13(b) of this Schedule, the Owner shall not permit or otherwise allow any of the Affordable Housing Units to be occupied otherwise than:

- (a) As the sole private residence of the Occupier;
- (b) By Eligible Households at the time of commencement of Occupation of the Affordable Housing Unit; and

6.2 Subject to paragraph 13(b) of this Schedule the Shared Ownership Units shall not be let other than as a Shared Ownership Unit

Commented [NK44]: Already covered by 11.1 beow

6.3 An Owner may let or sub-let their home for any period provided that the Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances specified in paragraphs 6.4.1 to 6.4.6 below:

- 6.4.1 the Owner is required to live in accommodation other than their home for the duration of the letting or sub-letting for the purposes of employment;
 - 6.4.2 the Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - 6.4.3 the Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - 6.4.4 the Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - 6.4.5 the Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - 6.4.6 the Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 6.4 The initial Disposal of each Shared Ownership Unit allocated for Shared Ownership Housing to a person who is proposed to be become an Occupier shall (unless otherwise agreed in writing by the Council) include the following terms:
- (a) The Disposal shall not involve the sale of an equity stake of less than 25% or more than 75%; and
 - (b) The rent payable under the Shared Ownership Lease shall not amount to more than 2.75% of the Market Value of the unsold equity of the relevant Shared Ownership Housing Unit

7. PROCEEDS OF SALE ARISING FROM SALE OF AFFORDABLE HOUSING

- 9.1 The AHP shall use reasonable endeavours to utilise any monies which arise from the sale of any Affordable Housing Unit following the exercise of:
- 9.1.1 A tenant's right to buy; or
 - 9.1.2 A tenant's right to acquire (including any share of their Affordable Housing Unit); or
 - 9.1.3 Upon the sale of a share in each Affordable Housing Unit allocated for Shared Ownership Housing following the exercise of Staircasing rights;

for other Affordable Housing projects within the Council's administrative areas (as the case may be) PROVIDED THAT the AHP's primary

obligation in relation to the use of any such funds shall be to satisfy its obligations to any mortgagee or chargee of the Affordable Housing Unit which shall always take priority

8. FIRST HOMES

10.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

10.1.1 the Eligibility Criteria (National); and

10.1.2 the Eligibility Criteria (Local)

10.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 10.1.2 of this Schedule shall cease to apply.

10.3 Subject to paragraphs 10.6 to 10.10 of this Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Chargee

10.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:

10.4.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 10.2 applies meets the Eligibility Criteria (Local)

10.4.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

10.4.3 the transfer of the First Home includes:

- a) a definition of the "Council" which shall be the Council
- b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause 10.1 to 10.9, 10.12, 11 and 12.1(a)(iii) of the S106 Agreement a copy of which is attached hereto as the Annexure."
- c) A definition of "S106 Agreement" means this Deed
- d) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Homes or any part of it other than in accordance with the First Homes Provisions
- e) a copy of the First Homes Provisions in an Annexure

and the Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 10.3 and 10.4 of this Schedule have been met

- 10.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor

of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition”

and the Council will promptly provide the relevant certificate as part of the Compliance Certificate

10.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

10.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 10.1 and 10.2 of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 10.3 and 10.4 of this Schedule; or

10.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 10.6.1 of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

10.7 Upon receipt of an application served in accordance with paragraph 10.6 of this Schedule the Council shall have the

right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

10.8 If the Council is satisfied that either of the grounds in paragraph 10.6 of this Schedule have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 of this Schedule that the relevant Dwelling may be Disposed of:

10.8.1 to the Council at the Discount Market Price; or

10.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 10.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

10.9 If the Council does not wish to acquire the relevant Dwelling itself and acting reasonably is not satisfied that either of the grounds in paragraph 10.6 of this Schedule above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 of this Schedule serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 10.6 of this Schedule following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall

cease to bind and shall no longer affect that Dwelling apart from paragraph 10.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

10.10 Where a Dwelling is Disposed of other than as a First Home in accordance with paragraphs 10.8 and 10.9 of this Schedule above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

10.11 Upon receipt of the Additional First Homes Contribution the Council shall:

10.11.1 within 20 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 10.5 of this Schedule where such restriction has previously been registered against the relevant title; and

10.11.2 apply all monies received towards the provision of Affordable Housing

10.12 Any person who purchases a First Home free of the restrictions in this Schedule pursuant to the provisions in paragraphs 10.8, 10.9 and 10.10 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

9. FIRST HOMES USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 11.1 to 11.4 below.

- 11.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 11.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances specified in paragraphs 11.2.1 to 11.2.6 below:
- 11.2.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- 11.2.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- 11.2.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- 11.2.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- 11.2.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- 11.2.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 11.3 A letting or sub-letting permitted pursuant to paragraph 11.1 or 11.2 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 11.4 Nothing in this paragraph 11 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation

provided that the First Home remains at all times the First Home Owner's main residence

10. DISCOUNTED MARKET SALES

10.1 Subject to the remaining provisions of this Schedule, Discounted Market Sales Housing will not be used for any purpose other than as Discounted Market Sales Housing for Occupation by a Qualifying Person unless otherwise agreed in writing by the Council

10.2 In relation to a Disposal, subject to the remaining provisions of this Schedule, the Owner shall not Dispose of a Discounted Market Sales Housing unit unless such Disposal of a Discounted Market Sales Housing unit:

- (i) is to a Qualifying Person;
- (ii) is at a value which does not exceed the Discounted Market Sales Value at the time of the sale; and
- (iii) in relation to a Disposal the provisions of paragraphs ~~10.3, 12.3, 12.4, 12.5 and 12.6~~ of this Schedule have been satisfied

10.3 In relation to a Disposal, prior to the Disposal of any Discounted Market Sales Housing unit the Owner will:

- (i) instruct a member of the Royal Institution of Chartered Surveyors to provide a written valuation report estimating the Open Market Value of the relevant Discounted Market Sales Housing unit;
- (ii) serve written notice on the Council (marked for the attention of the Legal Services Department) by recorded delivery (which shall include a copy of the valuation report referred to in paragraph ~~(i), 12.3(i)~~ above) specifying the relevant Discounted Market Sales Housing unit for sale and its Discounted Market Sales Value and in relation to the Disposal, the Owner shall pay to the Council the administration fee upon service of the said notice;
- (iii) serve notice on the Council in writing confirming the relevant Discounted Market Sales Housing unit for sale and the Discounted Market Sales Value;
- (iv) enter into a contract for the marketing of the relevant Discounted Market Sales Housing unit at the Discounted Market Sales Value with an estate agency operating in St

Albans and in respect of a Disposal register the availability of the available Discounted Market Sales Housing units with the Help to Buy online platform (or such replacement or similar marketing platform or forum as required by the Council from time to time); and

- (v) use reasonable endeavours to proactively market each available Discounted Market Sales Housing unit for the Marketing Period or until a Qualifying Person is found whichever is the earlier, PROVIDED THAT this shall not prevent the Owner from also marketing the Discounted Market Sales Housing unit on the open market at a Discounted Market Sales Value but to only accept offers from a Qualifying Person within the Marketing Period

10.4 In relation to a Disposal only in the event that a Discounted Market Sales Housing unit has been marketed in accordance with paragraph ~~10.342-3~~ of this Schedule and an exchange of contracts has not taken place with a Qualifying Person within the Marketing Period then the Owner shall serve notice upon the Council by recorded delivery (marked for the attention of the Legal Services Department) notifying it of this and shall provide evidence that the obligations in paragraph 12.3 have been complied with and the Owner shall then be entitled to sell the Discounted Market Sales Housing unit to a Qualifying Person who has no Local Connection at or below the Discounted Market Sales Value subject to the restrictions pursuant to paragraph 12.6 of this Schedule

10.5 Not to let or sublet any Discounted Market Sales Housing unit other than the grant of a lease for a period of 21 years or more

10.6 In relation to a Disposal, the Owner undertakes to the Council that:

- (i) any transfer of a Discount Market Sales Housing unit shall include a restrictive covenant that the Discounted Market Sales Housing will not be used for any purpose other than as Discounted Market Sales Housing unless otherwise agreed in writing by the Council
- (ii) any transfer of a Discount Market Sales Housing unit shall include a provision which shall require the transferee to enter a restriction in the Proprietorship Register of the title at the Land Registry in relation to the Discount Market Sales Housing unit in the following terms

"No disposition of the registered estate (other than a charge)

by the proprietor of the registered estate is to be registered without a certificate signed by his conveyancer confirming that the provisions of paragraphs [Error! Reference source not found.12.3](#), [10.312.4](#), [Error! Reference source not found.12.6](#) and [Error! Reference source not found.12.7](#) of Schedule 2 of the s106 agreement made between (1) St Albans City and District Council (2) Hertfordshire County Council and (3) Headlands Way Limited dated [] (containing planning obligations relating to St Stephens Green Farm Chiswell Green Lane St Albans Hertfordshire have been complied with or that they do not apply to the disposition”

- (iii) If applicable to the disposition, no certificate shall be provided pursuant to paragraph 12.6(ii) of this Schedule until the Council has provided written confirmation that the provisions of Schedule 2 of this Deed have been complied with (not to be unreasonably withheld)
- (iv) any transfer of a Discount Market Sales Housing unit shall include an obligation on the transferor of a relevant Discounted Market Housing sales unit to pay to the Council the administration fee in accordance with paragraph 12.3(ii) of this Deed

11. MORTGAGEE PROVISION

11.1 The Affordable Housing shall not be used for any purpose other than for Affordable Housing or First Homes (as the case may be) PROVIDED ALWAYS THAT this provision:

- (a) shall not bind any mortgagee of an AHP or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to an AHP and provided further that:
 - (i) three months prior written notice shall be given to the Council (in the case of a mortgagee receiver or manager of an AHP) of any intention to exercise any power of sale in respect of any of the Affordable Housing to provide the Council the opportunity to complete a transfer within such period of Affordable Housing in question to another AHP in order to ensure that they continue to be used for the purpose of Affordable Housing; and

- (ii) if the Council is unable to complete such a transfer of the Affordable Housing within the said period of three months in accordance with paragraph 6.1(a) above, then the mortgagee receiver or manager shall be entitled to dispose of the Affordable Housing on the open market free from the Affordable Housing provisions which shall determine absolutely;
- (iii) a Chargee which shall have the benefit of a legal mortgage or charge secured against any individual First Home who wishes to exercise its power of sale (or any person deriving title from such Chargee) PROVIDED THAT such Chargee shall first give written notice to the Council of its intention to Dispose of the relevant First Home and once notice of intention to Dispose of the relevant First Home has been given by the Chargee to the Council the Chargee shall be free to sell that First Home at its full Market Value PROVIDED THAT following the Disposal of the relevant First Home the Chargee shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution and FOR THE AVOIDANCE OF DOUBT following receipt of notification of the Disposal of the relevant First Home the Council shall forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 10.5 of this Schedule and apply all such monies received towards the provision of Affordable Housing;
- (iv) Paragraphs 12.6 and 12.7 of this Deed shall not be binding on any mortgagee or chargee of an owner of a Discounted Market Sales housing unit or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT any such mortgagee or chargee or Receiver shall be obliged to pay to the Council any Surplus once the mortgagees outstanding debt including interest and fees along with any reasonable charges in connection with the repossession and subsequent sale have been repaid and the balance of any

proceeds of sale in excess of the Surplus will be paid to the relevant owner of the Discounted Market Sales housing unit and

- (b) shall cease to apply to any part of the Affordable Housing:
 - (i) where the AHP is or shall be required to dispose of such part pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 (the 1996 Act) or any similar or substitute right applicable or is or shall be required to sell to a tenant with the benefit of a voluntary purchase grant provided under Sections 40 and 41 of the Housing Act 1996 Act (or any similar provision in any subsequent legislation)
 - (ii) where a Shared Ownership leaseholder has acquired 100% of the shares in the Shared Ownership Unit
 - (iii) where any purchaser exercising their statutory or voluntary right to buy, preserved right to buy or right to acquire and
 - (iv) of any successor in title of any persons detailed in Sub-Paragraphs 6.1(b)(i) to 6.1(b) (iii) above or their mortgagee or chargee

Schedule 3 Open Space and Public Rights of Way

The Owner hereby covenants with Council:

1. Prior to Commencement of Development, the Owner shall submit to the Council for approval (such approval not to be unreasonably withheld or delayed):
 - 1.1 The Open Space Scheme which shall consist of at least 5.9ha of the site;
 - 1.2 The Open Space Programme; and
 - 1.3 The Open Space Management Scheme
2. The Owner shall not Commence Development until it has submitted to and obtained the Council's written approval (such approval not to be unreasonably withheld or delayed) of:
 - 2.1 The Open Space Scheme;
 - 2.2 The Open Space Programme; and
 - 2.3 The Open Space Management Scheme
3. The Owner shall implement and fully comply with the approved Open Space Scheme, and the approved Open Space Programme
4. The Owner shall not Occupy or permit Occupation of the Development or any part thereof until the Open Space has been provided in accordance with the approved Open Space Scheme and the Council have received the appropriate Open Space Certificates
5. The Owner further covenants with the Council to maintain the Open Space Land in accordance with the approved Open Space Management Scheme until the date upon which the transfer described in paragraph 6 has been completed and until the relevant transfer has been completed if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary with a tree or shrub or other plant or turfing of same size and species
6. The Owner further covenants with the Council that not before the expiration of nine (9) months from the date of issue of the Open Space Certificate it shall transfer the Open Space Land to the Open Space Management Company
7. The Owner further convents with the Council to include in the transfers of the Open Space Land as appropriate to the Open Space Management Company;
 - 7.1 a covenant by the Open Space Management Company only to permit Open Space Land to be utilised as landscaped and/or grassed areas

and/or play areas and/or parking areas and/or roads and/or open areas for recreation in accordance with this Deed

- 7.2 a covenant by the Open Space Management Company to maintain the Open Space Land in perpetuity in accordance with the approved Open Space Management Scheme and to allow public access to the Open Space 24 hours a day for 365 days a year save for any Permitted Closure and it being agreed between the Parties that there is no intention to create any public rights of way over the Open Space Land in addition to those parts of the Open Space Land which already benefit from public rights of way at the date of this Deed;
 - 7.3 a covenant by the Open Space Management Company not to transfer the Open Space Land into the individual ownership of the owners of the Dwellings; and
 - 7.4 an obligation on the Open Space Management Company that should the Council so require the Open Space Management Company to enter into a direct covenant with the Council to perform the obligations set out in paragraphs 7.1 to 7.2 of this Schedule
8. The Owner shall furnish to the Council a copy of the completed transfer of the Open Space Land and shall inform the Council in writing of the contract details of the Open Space Management Company
 9. The Owner shall;
 - 9.1 include in each transfer or lease of a Dwelling an obligation to contribute an annual amount to the Open Space Management Company which together with fair contributions from other purchasers or lessees of the Dwellings shall be sufficient to enable the Open Space Management Company to discharge its obligations under this Deed in relation to the Open Space Land; and
 - 9.2 procure that the buyer or lessee of each Dwelling upon any subsequent sale or letting of such Dwelling they will procure that the incoming buyer or lessee shall enter into direct covenants with the Open Space Management Company in the form of paragraph 9.1 and 9.2 of this Schedule

Schedule 4 Biodiversity Offsetting Contribution

The Owner covenants with the Council:

- 1.1 To submit the Biodiversity Offsetting Scheme and the Biodiversity Onsite Compensation Scheme to the Council for approval at the date of submission of the first Reserved Matters Application
- 1.2 Not to Commence Development until the Biodiversity Offsetting Scheme and the Biodiversity Onsite Compensation Scheme have been approved in writing by the Council
- 1.3 To pay the Council's reasonable and proper costs incurred in evaluating and approving the Biodiversity Offsetting Scheme and the Biodiversity Onsite Compensation Scheme within 10 Working Days of receipt by the Owner of a written invoice in respect thereof from the Council
- 1.4 To fully implement the approved Biodiversity Offsetting Scheme prior to Occupation of the Development and thereafter to comply with the approved Biodiversity Offsetting Scheme (or any variations to such agreed in writing between the Owner and the Council from time to time)
- 1.5 Where the Biodiversity Onsite Compensation Scheme will not secure the 10% increase in biodiversity, the Owner shall prior to Occupation to pay the Biodiversity Offsetting Contribution to the Council (or Nominee)
- 1.6 Not to Occupy or permit Occupation or use of the Development unless and until the Biodiversity Offsetting Contribution has been paid in accordance with paragraph 1.5 above
- 1.7 To fully implement the approved Biodiversity Onsite Compensation Scheme in accordance with the programme set out therein PROVIDED THAT the approved Biodiversity Onsite Compensation Scheme shall be fully implemented prior to Occupation of more than 75% of the Dwellings and thereafter to comply with the approved Biodiversity Onsite Compensation Scheme (or any variations to such agreed in writing between the Owner and the Council from time to time)
- 1.8 To submit the Biodiversity Onsite Compensation Certificate to the Council prior to Occupation of more than 75% of the Dwellings
- 1.9 Not to Occupy or permit Occupation or use of more than 75% of the Dwellings unless and until the approved Biodiversity Onsite Compensation Scheme has been implemented in full and the Council have received the Biodiversity Onsite Compensation Certificate

Commented [SF45]: Our understanding is that the 10% BNG should be on site and the offsite contribution is only payable if this cannot be delivered on site.

2. Biodiversity Offsetting Contribution Formula

2.1 The Biodiversity Offsetting Contribution shall be calculated applying the following formula –

$$A = (B - C) \times D$$

A – The amount of the Biodiversity Offsetting Contribution

B - **The Biodiversity Pre-Development Site Value**

C – The Biodiversity Post-Development Site Value

D – £12,000 Index Linked in accordance with any applicable guidance from DEFRA and/or Natural England (or any other successor organisation responsible for monitoring and publishing guidance on biodiversity losses and gains resulting from development or land management change) at the date of the Biodiversity Offsetting Scheme as agreed by the Owner and the Council.

Schedule 5 Self-Build and Custom Housebuilding Plots

The Owner hereby covenants with Council:

- 1.1 Not to Commence the Development or permit Commencement until the Self-Build and Custom Housebuilding Scheme has been submitted to and approved by the Council

- 1.2 Unless otherwise agreed with the Council in writing (as part of the Self-Build and Custom Housebuilding Scheme or otherwise) the Self-Build and Custom Housebuilding Plots shall only be provided and transferred for the provision of Self-Build and Custom Housebuilding to either:
 - (a) Those on the Self-Build and Custom Housebuilding Register;
 - (b) A Qualifying Self-Build and Custom Housebuilder Developer; or
 - (c) Such other person or persons approved in writing by the Council (such approval not to unreasonably delayed or withheld) prior to any disposal of the Self-Build and Custom Housebuilding Plot in question

- 1.3 To give notice to the Council of the date of commencement of the date of marketing of each individual Self-Build and Custom Housebuilding Plot not later than 14 Working Days after that date

- 1.4 If after two (years) from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots contracts for the sale of any of the Self-Build and Custom Housebuilding Plots have not been exchanged then:
 - (a) the restrictions and obligations in this Schedule shall be released in relation to the relevant Self-Build and Custom Housebuilding Plot(s) and shall no longer apply to those Self Build and Custom Housebuilding Plot(s); and
 - (b) a dwelling may be built on the relevant Self- Build and Custom Housebuilding Plot(s), which may be sold to a Key Worker on the open market at a third off the market price free from the provision of this Schedule;"

PROVIDED THAT:

- (c) the Owner has provided reasonable evidence demonstrating that the Self-Build and Custom Housebuilding Plots have been marketed for a minimum period of one year from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding

Commented [NK46]: What is the affordability criteria for the self-build housing / how will the self-build plots be made affordable? This information is required in Schedule 5.

Commented [SF47R46]: See below. They will be subject to the same 33% discount on the sale of the land. To cover the potential that a key worker builds the house and then at some point wishes to move, there is a provision for 10% of the market value to be paid to the Council to recycle into new affordable homes. This is a mechanism that has been accepted elsewhere at appeal.

Commented [SF48]: This should be one year to bring it into line with the marketing period for key workers and to avoid plots lying idle if there is limited CSB demand when they could provide affordable homes.

Scheme and that no or no sufficient demand at a realistic open market value can be demonstrated; and

- (d) the Council has agreed in writing that they are satisfied that the Self-Build and Custom Housebuilding Plots have been marketed for a minimum period of one year in accordance with the approved Self-Build and Custom Housebuilding Scheme from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding Scheme (such approval not be unreasonably withheld or delayed)

1.5 The Owner shall only sell the Self-Build and Custom Housebuilding Plots to a Key Worker, subject to a requirement that they shall not dispose of the Plot following completion of the purchase until such time as a Completion Certificate has been issued or subsequently.

1.6 The Self Build and Custom Housebuilding Plots shall only be constructed as Self-Build and Custom Houses

1.7 The first sale of a Self Build and Custom Housebuilding Plot shall be at no more than 10% of the Market Value of an equivalent Self-Build and Custom Build Plot or £20,000 whichever is the lower.

1.8 Upon completion of the sale of every Self-Build and Custom Housebuilding Plot the Owner shall provide a Certificate to the Council.

1.9 Following the issue of a Completion Certificate, all subsequent sales of any unit on a Self-Build and Custom Housebuilding Plot to a person other than to a First Purchaser, shall not exceed the Discounted Market Value. All subsequent sales shall only be to a Key Worker other than in the circumstances described in part 3.3 of Schedule 2 of this Deed.

1.1

Commented [NK49]: What is to be calculation for subsequent sales?

Commented [SF50R49]: Simplified to reflect SADC comment as below. The cost of £20k or 10% of Market Value covers the cost of providing road and services to each plot but fully discounts land value.

Commented [NK51]: It is our understanding that these plots should go for no more than £20k and 10% of the market value could be more than £20K

Commented [NK52]: These units are supposed to be affordable housing and comply with the restrictions in Schedule 2

Commented [SF53R52]: The CSB Plots are sold going forward at 33% discount as per all other sales.

Schedule 6 – Proforma

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE

HCC DU REFERENCE

SITE ADDRESS

SITE OWNER DETAILS

Name

Contact name

Address

Telephone nos

Main

Mobile

E-mail

EVENTS BEING NOTIFIED

Commencement Date – date:

Occupation of Development (Number if relevant) – date:

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule

Paragraph

Details of obligation and compliance

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X + Y £	Herts County Council

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

- a) The Chief Legal Officer
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref: 19346)

- b) To St Albans City and District Council
Civic Centre
St Peter's Street
St Albans
Hertfordshire
AL1 3JE (Ref: 5/2021/3194)

Schedule 7 –

HCC planning obligations contributions tables

Table 1 - Development Mix

HOUSES			FLATS		
Number of bedrooms	A) Open Market Intermediate	B) Affordable Rent	Number of bedrooms	A) Open Market Intermediate	B) Affordable Rent
1	8	0	1	24	0
2	38	0	2	78	0
3	182	0	3	0	0
4+	0	0	4+	0	0
Total	228	0	Total	102	0

Table 2 – Primary Education Contribution calculator

Primary (& Nursery)							
HOUSES				FLATS			
1	2	3	4+	1	2	3	4+
Open Market, Shared Ownership or Other							
£3,107.53	£6,134.25	£9,867.15	£12,096.61	£1,991.36	£4,481.78	£4,225.37	£4,879.40
Affordable Rent or Social Rent							
£997.91	£13,818.19	£19,271.21	£22,837.50	£1,891.54	£12,103.01	£11,412.49	£12,662.87

Table 3 – Secondary Education Contribution calculator

Secondary (& Post-16)							
HOUSES				FLATS			
1	2	3	4+	1	2	3	4+
Open Market, Shared Ownership or Other							
£2,962.27	£5,673.64	£9,155.42	£11,153.26	£1,809.24	£3,945.67	£3,644.69	£4,403.33
Affordable Rent or Social Rent							
£1,007.59	£13,175.87	£17,909.73	£20,011.78	£1,700.18	£11,035.60	£9,938.35	£11,050.40

Table 4 – Library Contribution and Youth Contribution Calculator

	Open Market, Shared Ownership or Other							
	Houses				Flats			
	1	2	3	4+	1	2	3	4+
Bedrooms								
Library Facilities	205.58	252.39	334.60	414.14	184.48	243.49	322.13	438.79
Youth Services	51.82	80.90	259.30	488.44	23.14	70.05	212.75	317.14
	Affordable Rent or Social Rent							
	Houses				Flats			
	1	2	3	4+	1	2	3	4+
Bedrooms								
Library Facilities	171.53	297.71	391.74	528.57	161.25	288.30	375.28	399.39
Youth Services	27.80	249.21	585.88	1015.16	28.58	167.44	498.54	592.32

Table 5 – Special Educational Needs and Disabilities Calculator

SEND Primary	
Houses	654
Flats	194
SEND Secondary	
Houses	752
Flats	66

Uses an assumed relationship between bedrooms and habitable rooms. Figures are subject to indexation and will be indexed using the BCIS (or SPONS) Index from 1Q2022

SCHEDULE 8 – THE WORKS

1. The Owner covenants that it shall carry out the following works pursuant to the Section 278 Agreement prior to Occupation of the Development:
 - 1.1 Provide a 3.0-metre-wide shared foot / cycleway along the northern side of Chiswell Green Lane extending from the Site's proposed access to the eastern side of the B4630 Watford Road together with raised table and pedestrian / cycle crossing facilities at the give-way priority junction with Stanley Avenue, and double mini-roundabout junctions with Tippendell Lane, as shown on Drawing No.'s 21086/002, 21086/0021/ and 21086/2, attached at Schedule 9 to this Deed.
2. The Owner covenants that it shall carry out the following works pursuant to the section 278 Agreement prior to the Occupation of 50 Dwellings
 - 2.1 Provide a 2.0-metre-wide resin-bound gravel footway along the full-length of St Stephens PRoW 082 (30.0-metres), which connects the northern side of Chiswell Green Lane to The Croft. To remove the hedgerow in order to provide an effective width of 1.5-metres; and to provide an emergency access comprising a tarmac surface and retractable bollards, as shown on Drawing No. 21086/003, attached at Schedule 9 to this Deed.
 - 2.2 To provide a 2.0-metre-wide resin-bound gravel footway along a 100.0-metre section of St Stephens PRoW 080, which connects the Site's north-eastern access to Cherry Hill, as shown on Drawing No. 21086/004, attached at Schedule 9 to this Deed
 - 2.3 To provide appropriate signage and cycle markings along service roads running parallel with the north and south-bound carriageways of the B4630 Watford Road, to connect with both existing and proposed infrastructure. To replace the Pelican crossing with a Toucan crossing facility together with dropped kerbs to the south of the give-way priority with West Avenue, as shown on Drawing No. 21086/006, attached at Schedule 9 to this Deed.

TRAFFIC CALMING MEASURES

2.4 Subject to Appeal B being allowed by the Secretary of State, the Owner covenants with the County Council as follows:

2.4.1 Where the owner and/or developer of Appeal B Site has not already submitted a Traffic Calming Monitoring Strategy pursuant to the s106 agreement in respect of Appeal B then the Owner shall:

2.4.1.1 submit the Traffic Calming Monitoring Strategy to the County Council for its written approval prior to Occupation of the Development

2.4.1.2 to comply with and to undertake the monitoring in accordance with the Traffic Calming Monitoring Strategy as approved in writing by the County Council pursuant to paragraph 13.1.1 above

2.4.2 SAVE where the owners/developers of Appeal Site B have already carried out the actions set out 13.2.1 and 13.2.2 of this paragraph 13.2, where the results of the Traffic Calming Monitoring Strategy demonstrate that Traffic Calming Measures on Stanley Avenue are necessary as a result of the increase in traffic using Stanley Avenue, Watford Road, Cuckmans Drive and Stanmount Road directly associated with the Watford Road Signalisation then not to Occupy more than the number of Dwellings shown in the results of the Traffic Calming Monitoring Strategy as triggering the requirement for the Traffic Calming Measures on Stanley Avenue until:

2.4.2.1 detailed contract drawings and specifications in respect of the Traffic Calming Works on Stanley Avenue comprised in the Joint Sustainable Travel Improvement Works have been submitted to and approved in writing by the County Council; and

2.4.2.2 the Traffic Calming Works on Stanley Avenue comprised in the Joint Sustainable Travel Improvement Works been completed to the satisfaction of the County Council as evidenced by issue of a certificate of completion by the Director in respect of the said Traffic Calming Works on Stanley Avenue in accordance with a Section 278

SCHEDULE 9 - Drawings showing the Works

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

EXECUTED under the Common Seal of
ST ALBANS CITY AND DISTRICT COUNCIL

in the presence of:

Duly Authorised Officer

EXECUTED under the Common Seal of
HERTFORDSHIRE COUNTY COUNCIL

in the presence of:

Chief Legal Officer/ Assistant Chief Legal Officer

EXECUTED as a **DEED** by

HEADLANDS WAY LIMITED
Acting by a Director

in the presence of a witness

Director

Witness

Date _____ 2023

ST ALBANS CITY and DISTRICT
COUNCIL

- and -

HERTFORDSHIRE COUNTY COUNCIL

-

- and -

HEADLANDS WAY LIMITED (as Owner/)

Deed of Agreement pursuant to S.106
Town and Country Planning Act 1990 (as
amended) in relation to the development
of St Stephens Green Farm Chiswell
Green Lane St Albans Hertfordshire

Legal Services
St Albans City and District Council
Civic Centre St Peter's Street St Albans
Hertfordshire AL1 3JE REF:
5 / 2 0 2 1 / 3 1 9 4