

DATED

14th April

2022

South Gloucestershire Council (1)
and
Stanley Maxwell Alden Ball & Zena Terry Boulton (2)
and
Cotswold Homes (3)

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990
Section 278 of the Highways Act 1980
Section 1 of the Localism Act 2011
Sections 111 and 120 of the Local Government Act 1972 and other
statutory provisions relating to land at Land West of Trinity Lane

John McCormack
Head of Legal, Governance and Democratic Services
South Gloucestershire Council
PO Box 1953
Bristol
BS37 0DB

Reference L3/SAGR/PT.7156

THIS AGREEMENT is made the 19th day of April, 2022 BETWEEN South Gloucestershire Council whose registered office is at Dept for Chief Executive & Corporate Resources, PO Box 1953, Bristol, BS37 0DB (the Council) of the first part, Stanley Maxwell Aiden Ball of Lyme View, Old Teignmouth Road, Dawlish EX7 0NJ & Zena Terry Boulton Mapleridge House, Mapleridge Lane, Horton, Bristol, BS37 6FD (the Owners) of the second part, Cotswold Homes Limited (Co Reg No 4377358) whose registered office is at West House, Armstrong Way, Yate, Bristol BS37 5NG (the Developer) of the third part

INTERPRETATION

In this Agreement unless the context indicates otherwise

1. Any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title and in the case of any local authority shall also include any successor in function
2. Any covenants obligations or other commitments given by more than one party shall be joint and several
3. Where the Owner/Developer is not a body corporate then neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers
4. The headings throughout this agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement

DEFINITIONS

The words and expressions below shall mean as follows:-

1. The "Act" shall mean the Town and Country Planning Act 1990 and that and any other reference to the Act shall include any amending or replacing legislation for the time being in force
2. The "Chief Financial Officer" shall mean the Council's Chief Financial Officer for the time being or his duly appointed agent
3. "Commencement of Development" the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) and "Commence Development" shall be construed accordingly
4. "Development" shall mean the development of the Land in accordance with the Planning Permission
5. The "Director" shall mean the Council's Director of Environment and Community Services for the time being or his duly appointed agent
6. The "Director of Children Adults and Health" shall mean the Council's Director of Children Adults and Health for the time being or his duly appointed agent

7. "Expert" shall mean the independent expert appointment for the purposes of clause 19
8. The "Land" shall mean the land situate at Land West of Trinity Lane in South Gloucestershire shown edged red on Plan Number 1 in respect of which the Owners has made the Planning Application
9. "Occupation" shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
10. "Plan Number 1" shall mean the plan annexed to this Agreement and numbered 740 - 100 (LOCATION PLAN)
11. The "Planning Application" shall mean the application made by the Owners to the Council (reference number P20/12395/F) for planning permission to develop the Land by Erection of 90 dwellings, creation of new vehicular access onto Trinity Lane and associated hard/soft landscape works and drainage. and shall include any application relating to the Land which the Council and the Owners agree in writing is substantially similar to the Planning Application and made under section 73 of the Act SUBJECT TO clause 13 of this Agreement
12. The "Planning Permission" shall mean any permission given in respect of the Planning Application

WHEREAS:-

- (1) The Owners are registered at the Land Registry as proprietor with freehold title in respect of the Land free from incumbrances
- (2) The Council is the local planning authority for the area in which the Land is situated and wishes to ensure that if Planning Permission is granted and the development is commenced
 - (i) the local highway network is constructed and improved to accommodate the additional traffic likely to be generated by the Development and/or ensure that highway safety is maintained on the local highway network
 - (ii) adequate arrangements are made for the provision of landscaping and subsequent maintenance of the Open Spaces and adequate arrangements are made for the dedication of the Open Spaces to ensure that sufficient land to serve the Development is available for open space and recreational purposes
 - (iii) that 35% of the dwellings comprising the Development are made available for social low-cost accommodation in order to meet the objectives set out in paragraph 2 of Schedule 4 to this Agreement
 - (iv) that a financial contribution is made towards highway improvements to be carried out by the Council and which are necessitated by the Development

(v) that a financial contribution is made to provide the additional educational facilities necessitated by the Development

(vi) that a financial contribution is made to enable improvements to be carried out to offsite public open space

(vii) that a financial contribution is made to the local library

NOW THIS DEED WITNESSES as follows:

1 STATUTORY POWERS

THIS Agreement will be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act Section 278 of the Highways Act 1980 Section 1 of the Localism Act 2011 Sections 111 and 120 of the Local Government Act 1972 and all other statutory and other enabling powers and shall be enforceable accordingly but without prejudice to all and any other means of enforcing them at law or in equity or by statute

2 ENFORCEMENT

THE covenants and obligations created by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable as such by the Council

3 THIRD PARTIES

In accordance with Sections 1(2) and 2(3)(a) of the Contracts (Rights of Third Parties) Act 1999 no term of this Agreement shall be enforceable by a third party and any term may be rescinded or varied without the consent of any third party

4 SUBSTANTIVE COVENANTS

THE Owners and the Developer for and on behalf of itself and its heirs assigns and successors in title with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenant with the Council that they will comply with the covenants contained in this Agreement and the Schedules{s} annexed to this Agreement

5 RIGHT OF ENTRY

IF pursuant to a breach the Council requires to carry out all or any part of the works required under the terms of this Agreement the Owners/Developer irrevocably authorises the Council and anyone appointed on its behalf (on giving reasonable notice except in the case of an emergency) to enter any part of the Land reasonably required for that purpose

6 CHANGE OF OWNERSHIP

6.1 UNTIL such time as the provisions of this Agreement have been fully complied with the Owner will in relation to any freehold or leasehold transfer of all or any part of their respective interests in the Land deliver to the Council (by Royal Mail Recorded Signed For service) notice in writing of the transfer including the following information namely

6.1.1 the name and address of the transferee and

6.1.2 a description of the land subject of the transfer including a plan and

6.1.3 the nature of the interest transferred

6.2 Where notice pursuant to clause 6.1 has been given and subsequently it is identified that the details provided require change (whether due to an error or to a change in the terms of the transfer or otherwise) the Owner/Developer shall serve a further notice in accordance with clause 6.1 save that in the case of a non-material change the Council may in writing and in its absolute discretion waive the need for such further notice

7 WARRANTY

THE Owners/Developer warrants that it is entitled to carry out all the works provided for in this Agreement in under or upon the Land and to carry out the Development

8 NOTICES

ANY notices to be served on or document to be submitted on or to any party to this Agreement shall be delivered or posted to that party at the address specified as theirs at the head of this Agreement and in the case of the Council addressed to the Council's Head of Legal, Governance and Democratic Services and quoting the planning reference number

9 CONFIRMATION OF INTERESTS

THE Owners and Developer confirm that apart from the parties to this Agreement there are no other persons with any interest (legal or equitable) in the Land or any part thereof

10 LOCAL AUTHORITY'S STATUTORY POSITION

NOTHING herein contained or implied shall limit prejudice or affect the rights duties and obligations of the Council under all statutes byelaws statutory instruments orders and regulations in the exercise of its function as a local authority

11 OPERATIVE DATE

THIS Agreement shall come into effect on the grant of Planning Permission and the Commencement of Development save for Clause 14 which shall become operative on the date of this Agreement

12 NOTICE OF COMMENCEMENT OF DEVELOPMENT

THE Owners/Developer shall give to the Council seven days prior written notice of its intention to Commence Development and shall confirm in writing within seven days following the Commencement of Development that the Development has commenced PROVIDED that failure to provide either of the said notifications shall not render this Agreement inoperative

13 SECTION 73 PERMISSIONS

IF the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their

determination of such appeal indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

14 COSTS

THE Developer shall pay to the Council on the date hereof its reasonable legal costs incurred in connection with this Agreement

15 INDEMNITY

The Owners/Developer will without prejudice to the Council's statutory and common law powers and rights hold the Council harmless and keep the Council indemnified from and against:

- 15.1 any claim for compensation charge expense or other demand (including any sums which the Council may be required to pay to any statutory undertaker under the provisions of the New Roads and Street Works Act 1991) arising at any time prior to the issue of Certificate No 2 in connection with or incidental to the carrying out or use of the Highway Works or the Development'
- 15.2 any charge expense claim for compensation or other demand arising under or in connection with Part I or Section 20 of the Land Compensation Act 1973 resulting from the carrying out or use of the Highway Works or the Development and any charge or expense incurred by the Council arising out of any such claim
- 15.3 any claim in connection with or incidental to the carrying out of any works required by this Agreement or in respect of any other requirement of or covenant with the Council contained in this Agreement

16 INTEREST

If any sum payable under this Agreement is not paid within fourteen days of the date when it is due then save in the case of a manifest error by the Director or the Director of Children Adults and Health or the Director of Community Care and Housing in calculating the due sum the Owners shall in addition to any payment in respect of the sum due pay interest on the sum from the due date until actual payment at the rate of 3% above the base rate from time to time of National Westminster Bank Plc

17 OBLIGATIONS OF THE COUNCIL

The Council agrees to:

- 17.1 issue the Planning Permission in the form of the specimen annexed hereto within ten working days of the date of this Agreement
- 17.2 repay any contribution due under this Agreement if it is not committed for the purposes set out in this Agreement within 10 years of the date of the payment of the said contribution

18 INDEXATION

Any sum payable to the Council shall be index linked in accordance with the Schedules to this Agreement

19 DISPUTE RESOLUTION

19.1 In the event of any dispute or difference relating to any matter contained in this Agreement any party to the dispute (including successors in title to the parties to this Agreement) may, by serving notice of the same on the other party or parties, require it to be referred for determination by an Expert (who will act as an expert not an arbitrator) appointed under clause 19.2 below, acting in accordance with clauses 19.3 to 19.9

19.2 If the parties do not make the appointment of the Expert by agreement within 14 days of service requiring reference of the dispute, the Expert shall be nominated upon the application of either party by the President (or other officer to whom the making of such appointment is for the time being delegated) of the Law Society and the Expert shall be an independent person who has been professionally qualified in respect of the subject matter of the dispute or difference for not less than 10 years

19.3 Unless the Expert shall direct to the contrary, not more than 28 days after his appointment the parties shall exchange and copy to the Expert written summaries of their cases together with a bundle of key documents relied upon

19.4 The Expert shall be at liberty to visit the Land relevant to the dispute unaccompanied and to call for such written evidence from the parties as he may require

19.5 The Expert shall not, unless he directs to the contrary, hear oral representations from any party to the dispute

19.6 The Expert shall fully consider all submissions and evidence when making his decision

19.7 The Expert shall give his decision in writing and shall give reasons

19.8 The Expert shall use reasonable endeavours to give his decision and the reason for it as speedily as possible and in any event within 42 days of his appointment

19.9 The Expert's decision (save in the case of manifest or legal error) including his decision as to costs shall be final and binding. The Expert's fees shall be payable by the parties in such proportions as he shall determine and in default of such determination equally between them

20 OCCUPATION OF DWELLINGS

The Owners shall give written notice to the Council's Chief Financial Officer of the occupation of 1st, 50th and 90th in the Development within seven days of each such occupation

21 MISCELLANEOUS

- 21.1 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 21.2 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner and the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 21.3 No persons shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 21.4 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

IN WITNESS whereof this Agreement is executed as a deed by the parties and delivered the day and year first before written

SCHEDULE ONE : HIGHWAY IMPROVEMENTS

Part 1: Definitions relating to Highway Works

- 1.1 "Certificate No 1" and "Certificate No 2" shall mean the certificates of completion referred to respectively in Paragraphs 12 and 14 of Part 4 of this Schedule
- 1.2 The "Highways Maintenance Period" shall mean a period of twelve months from the date of the issue of Certificate No 1 but if at the end of that period the Director forms the view that he cannot issue Certificate No 2 the Highways Maintenance Period shall include such further period as shall elapse until the issue of Certificate No 2
- 1.3 The " Highway Works" shall mean the works described in Part 2 of this Schedule and shall be treated as if they were street works for the purposes of the New Roads and Street Works Act 1991 and "associated works" shall mean all related works properly required by the Council to assimilate the Highway Works into the existing highway network
- 1.4 The "HMSO Specification" shall mean the "Specification for Highway Works" in force at the time of the execution of the Highway Works published by The Stationery Office and shall where appropriate include any standard specifications or requirements identified by referred to in or incorporated into those specifications
- 1.5 The "Programme" shall mean the programme agreed by the Owner/Developer with the Council for carrying out the Highway Works
- 1.6 The "Safety Audit" shall mean an audit of the safety aspects of the design of the Highway Works which shall be carried out in accordance with the approved procedures of the Institute of Highways and Transportation and the "Auditor" shall mean the auditor approved under Part 4 paragraph 1.2 of this Schedule
- 1.7 The "Travel Plan" shall mean the travel plan submitted to the Council and approved in accordance with the conditions attached to the Planning Permission

Part 2: Highway Works

- 2.1 Provision of a new footway along the western side of Trinity Lane as well as along St John's Way together with all associated works as shown in principle on plan reference 1008-004B, 1008-005D & 1008-006D
- 2.2 Provision of a signalised pedestrian and cycle crossing point on St Johns Way on the western side of Trinity Lane junction together with all associated works with all details to be submitted and approved in writing by the Council plus a committed sum for future maintenance.

Part 3: Covenants relating to the Travel Plan

- 3.1 Implementation of the Travel Plan. If the Owner/Developer delivers the Travel Plan themselves then a monitoring fee of £2,000 per year for 5 years will be required before 1st occupation of any Dwelling on the Site.

Part 4: Covenants relating to the Highway Works

The Owner/Developer shall:-

- 4.1 Give to the Council at least one month's written notice of the Developer's intention to commence the Highway Works and thereafter diligently to proceed with the Highway Works at no cost to the Council in accordance with the provisions of this Schedule and without prejudice to the foregoing to keep to a minimum the period of occupation of the public highway so as to ensure the safety of traffic and pedestrians and the minimum disruption to users of and traffic flow on the public highway
- 4.2 Not to occupy any of the Dwellings on the Development until he has carried out and substantially completed the Highway Works (to the stage when Certificate No 1 may be issued) at the Owner's/Developer's expense and to the satisfaction of the Council and that in doing so the Owner/Developer will observe the terms and requirements set out in Part 4 of this Schedule
- 4.3 Before the Commencement of Development enter into a Bond in the form annexed hereto with a reputable surety approved beforehand by the Council for £350,000 (Three Hundred and Fifty Pounds) to the effect that if the Owner/Developer defaults in any way in carrying out its obligations under this Schedule then the Council may demand the sum of money necessary to remedy the default from the surety and the surety shall pay such sum to the Council within five working days
- 4.4 Before commencing any part of the Highway Works or the Development pay to the Council £21,000 (Twenty One Thousand Pounds) towards the expenses to be incurred by the Council in supervising the execution of the Highway Works
- 4.5 If it commences any part of the Highway Works or the Development without producing a Bond in accordance with Paragraph 3.3 of this Part or complying with such alternative arrangements as the Council shall previously have agreed in writing forthwith pay to the Council in cash the amount of the Bond specified in Paragraph 3.3 of this Part the amount of the supervision fee specified in Paragraph 3.4 (if not already paid) and an additional sum of 10 per centum (10%) of both those sums to cover the Council's costs of administration in respect of such payment PROVIDED THAT on the issue of Certificate No 2 the Council shall refund the amount of the Bond to the Owner/Developer less any costs that the Council may have incurred in carrying out the obligations of the Owner/Developer under this Agreement
- 4.6 Before commencing any part of the Highway Works and without prejudice to the Owner's/Developer's responsibilities as set out in this Agreement submit to the Director for his approval (which will not be unreasonably withheld or delayed) the plan the

drawings the Programme and details of the contractor the Owner/Developer proposes to use for the Highway Works

- 4.7 Comply with the provisions of Part III of the New Roads and Street Works Act 1991 and associated codes of practice and co-operate with the Director in the carrying out of his duty to co-ordinate street works
- 4.8 Pay the Council its proper costs in connection with the issue of a substantial street works notice under Section 58 of Part III of the New Roads and Street Works Act 1991 to be notified to the Owner/Developer by the Director
- 4.9 Effect and maintain such insurance as the Council may require with reputable insurers approved beforehand by the Council in respect of any claims arising from the carrying out of the Highway Works and before commencing the Highway Works furnish the Council with certification of the insurance cover in such manner as the Council shall require and if called upon at any time by the Council supply the Council with a copy of the insurance policy and proof that it is in force and such other information relating to the policy as the Council shall reasonably require
- 4.10 Where the Developer uses a contractor to carry out the Highway Works the Developer shall remain liable to the Council for the due performance and observance of this Agreement and the Developer shall ensure that the contractor has insurance cover against losses and claims for injuries or damage to persons or property arising out of or in consequence of the Highway Works shall be not less than Five Million Pounds (£5,000,000) in respect of any one incident or such other sum as may be specified to the Council in writing
- 4.11 Without prejudice to the Council's right to take action under Section 59 of the Highways Act 1980 (or otherwise) either reimburse to the Council the cost of repairing any damage caused to any highway maintainable at the public expense by any traffic arising from the carrying out of the Highway Works or of the Development or alternatively (at the option of the Council) effect such remedial works as may be required by the Director
- 4.12 Before commencing any part of the Highway Works or the Development obtain at the Owner's/Developer's expense any temporary or permanent orders closing or altering any roads bridleways or footpaths which cross the Land or which will be affected by the Development or which may otherwise be required to enable it to be implemented
- 4.13 Pay to the Council its reasonable costs in connection with any traffic regulation orders or consultation procedures required for the Development or the Highway Works and carry out forthwith any consequent physical works including associated works
- 4.14 On substantial completion of the Highway Works (prior to the issue of Certificate No 1) pay to the Council £17,000 (Seventeen Thousand Pounds) as a commuted sum in respect of the traffic signals and signalized pedestrian crossings and comprised in the

Highway Works and thereafter the responsibility of the Owner/Developer for such traffic signals and signalized pedestrian crossings shall cease and for the avoidance of doubt the terms "traffic signals" and "signalized pedestrian crossings" shall refer only to the specialist electrical equipment and street furniture associated with the signals and pelican crossings and not to paving kerbing ducting or works of a civil engineering nature (which shall remain the responsibility of the Owner/Developer as part of the Highway Works) until the issue of Certificate No 2

- 4.15 If the Highway Works or any part of them fall within the scope of the Construction (Design and Management) Regulations 2015 (SI 2015/51) comply at all times with those Regulations and with any request by the Director for him to inspect the Health and Safety file and prior to the issue of Certificate No 2 supply the Director with a copy of the sections of the Health and Safety file which relate to the Highway Works

Part 5: Terms and conditions for the execution of the Highway Works

5.1 SPECIFICATION

5.1.1 The Highway Works shall be designed and executed in accordance with the current HMSO Specification together with any modifications thereto which in the opinion of the Director are appropriate and applicable to the Highway Works on the day upon which execution of the Highway Works begins

5.1.2 Before commencing any part of the Highway Works the Owner/Developer shall submit the completed design to a reputable auditor approved beforehand by the Council for a Safety Audit. The Safety Audit and any report on the recommendations shall be submitted to the Council for final approval. The Owner/Developer shall amend the design in accordance with any direction given by the Council pursuant to such audit.

5.2 ACCESS

The Owner/Developer shall during the progress of the Highway Works give the Director and anyone duly authorised by him free access to every part of the Highway Works on the Land thereof and permit him or them to inspect the same as the Highway Works proceed and all materials used or intended to be used in the Highway Works and shall give effect to any requirements made or direction given by the Director to conform to the approved plans of the Highway Works and their specification

5.3 TESTING OF MATERIALS

5.3.1 The Director shall have full power without any obligation to do so to test all materials plant and workmanship at the Owner's/Developer's expense to ensure that they comply with the terms of the HMSO Specification or the publications referred to therein

5.3.2 The Owner/Developer shall forthwith replace or repair any materials plant or works which have been found unsatisfactory

5.3.3 The Director shall for the purposes of this Agreement be allowed access to the places where materials or plant for the Highway Works may be stored or are in the course of preparation manufacture or use

5.4 OPENING OF HIGHWAY WORKS

5.4.1 The Director may issue instructions to the Owner/Developer to open up or expose any work which has been covered up without previously being inspected by the Director

5.4.2 Should the Owner/Developer fail to comply with any instructions for the taking up or exposing of any work the Council may take up or expose the work in question

5.4.3 The Owner/Developer shall reimburse to the Council the full cost of any work done by the Council under this paragraph unless the Owner/Developer has first requested the Council to carry out an inspection which the Council has not carried out within five working days of receiving such request and on the Council subsequently taking up or exposing the work in question no defects have been discovered

5.5 EXISTING STREET FURNITURE

The Owner/Developer shall remove all existing street furniture affected by the Highway Works and any materials of a conservation nature and either relocate it/them or deliver it/them for storage as directed by the Director

5.6 DIVERSION OF STATUTORY UNDERTAKERS' APPARATUS

Should any of the statutory undertakers require all or any part of their underground or overhead plant or apparatus to be removed or diverted as a consequence of the Development or the Highway Works such removal or diversion shall be carried out in accordance with the provisions of the New Roads and Street Works Act 1991 and the costs of any such removal or diversion (as certified by the statutory undertaker affected) shall be borne by the Owner/Developer

5.7 PREVENTION OF MUD BEING CARRIED ON TO THE PUBLIC HIGHWAY

The Owner/Developer shall make provision to the Director's satisfaction at the site of the Highway Works to prevent mud and other materials from being carried on to adjacent highways by vehicles and plant leaving the Land or the site of the Highway Works (including the provision and use of on-site wheel washing facilities if required by the Director) and shall sweep the highway in the vicinity of the Land and the Highway Works at the end of each working day

5.8 TRAFFIC CONTROL

During the period when the Highway Works are being executed the Owner/Developer shall institute at its own expense measures required or approved by the Director to maintain the best possible traffic flows on the highways in the vicinity of the Land

5.9 ROAD SAFETY

5.9.1 Before commencing any work on the Land the Owner/Developer will agree with the Director the number and location of access points to the Development from existing

highways in order to reduce so far as possible road safety hazards and will use only the accesses approved by the Director

5.9.2 During the period when the Highway Works and the Development are being carried out the Owner/Developer will comply with the provisions of Chapter Eight of the Road Signs Traffic Manual (published by the Department of Transport) for lighting and signing the Highway Works and the Development

5.9.3 During the period when the Highway Works and the Development are being carried out and also during the Highways Maintenance Period the Owner/Developer will comply with any directions that the Director gives it with regard to measures to control traffic parking storage of materials and any matter relating to the preservation of public safety

5.9.4 If the Owner/Developer fails to comply with a direction given by the Director under paragraph 5.9.3 above or in the case of an emergency the Director may forthwith arrange for the taking of any necessary steps and recover the cost of doing so from the Owner/Developer and/or the surety

5.10 SUBSTANTIAL COMPLETION OF THE HIGHWAY WORKS

5.10.1 When the Highway Works have been substantially completed the Owner/Developer shall give notice to the Auditor requesting the Auditor to carry out a final audit of all safety aspects of the Highway Works and shall carry out any amendments to the Highway Works pursuant to such audit and shall procure a certificate from the Auditor certifying that he is satisfied that all the requirements of the Safety Audit have been satisfactorily complied with

5.10.2 If the Highway Works or any part of them to be carried out by the Owner/Developer under this Agreement are not carried out or not completed to the satisfaction of the Director in accordance with the terms of this Agreement and the Programme the Council after giving fourteen days' notice of its intention to the Owner/Developer (except in cases of emergency) may execute or complete the Highway Works by its own employees or by contractors or in such manner as it thinks fit and recover the proper cost as certified by the Director from the Owner/Developer or the surety and no completion certificate shall be issued in respect of the Highway Works until all such works have been executed and the cost of any such works carried out by or on behalf of the Council has been paid by or on behalf of the Owner/Developer

5.11 CERTIFICATE OF SUBSTANTIAL COMPLETION

5.11.1 When the Highway Works have been substantially completed to the satisfaction of the Director and are available for use by the public he shall issue Certificate No 1 to that effect on behalf of the Council

5.11.2 Upon issue of Certificate No 1 the Director will authorise the reduction of the Bond by up to ninety per centum of the Bond figure

5.11.3 If the Highway Works are constructed in phases the Director may authorise the phasing of the issuing of Certificate No 1 (and subsequently Certificate No 2) with appropriate reductions in the Bond which the Director may agree

5.12 HIGHWAYS MAINTENANCE PERIOD

5.12.1 During the Highways Maintenance Period the Owner/Developer shall remain responsible at his own expense for remedying to the Director's satisfaction any defect or damage arising from faulty workmanship design or materials and the Owner/Developer shall on being given notice in writing specifying such defect or damage at its own expense and within one month from the date of the notice (unless a longer period is agreed with the Director) make good the same to the Director's satisfaction

5.12.2 During the Highways Maintenance Period the Owner/Developer shall maintain the Highway Works (including scavenging sweeping cleaning and grass-cutting) to the Director's satisfaction

5.12.3 During the Highways Maintenance Period the Owner/Developer shall provide to the Director's satisfaction any pedestrian hardstandings and connections required to facilitate the use of public transport in the immediate vicinity of the Highway Works and/or the Development

5.13 CERTIFICATE OF ADOPTION

5.13.1 After the expiration of the Highways Maintenance Period and after the Owner/Developer has made good any defects or damage as therein provided to the Director's satisfaction the Director shall issue Certificate No 2 and from the issue of that certificate the Highway Works shall become highways maintainable at the public expense and the Owner/Developer shall cease to be required to have a Bond PROVIDED THAT

5.13.2 The Council's obligation to adopt and issue Certificate No 2 shall in the case of road gullies and their connections extend only as far as their points of entry to the surface water sewers where these are not being adopted by the Council as highway drains and, PROVIDED ALSO THAT

5.13.3 No certificate shall be issued under this Agreement until the Highway Works have been joined to an existing publicly maintained highway in accordance with the approved plan

5.13.4 On the issue of Certificate No 2 the remainder of the Bond shall be released

5.14 MINOR ALTERATIONS

5.14.1 If at any time during the progress of the Highway Works the Director considers it necessary and reasonable he may require the Owner/Developer to incorporate minor alterations or additions to the design or construction of the Highway Works

5.14.2 The Owner/Developer may request the Director to agree minor alterations or additions to the Highway Works and PROVIDED that the Director is satisfied (a) that the benefit to the public will not substantially be decreased by the alteration and (b) (where appropriate)

that the Owner's/Developer's request is reasonable the Director will comply with such a request

5.14.3 The terms and provisions of this Agreement shall apply to the altered Highway Works as they apply to the Highway Works as originally planned

5.15 AS-BUILT DRAWINGS

Upon completion of the Highway Works (including remedial works) the Owner/Developer will provide the Council with a negative of the as-built drawings of the Highway Works

5.16 COMPLETION OF THE HIGHWAY WORKS

On completion of the Highway Works the Owner/Developer shall clear away and remove from the site of the Highway Works all constructional plant surplus material rubbish and temporary works of every kind and leave the site of the Highway Works in a workmanlike condition

SCHEDULE TWO: OPEN SPACES

Part 1: Definitions relating to the Open Spaces

- 1.1 "Allotments" shall mean the allotment plots to be used for the purpose of producing fruit vegetables or flowers for personal use to be provided by the Owner comprising of 442 sq metres shown on Plan 2 to be provided for the Occupants of the Dwellings and such allotments shall be fenced laid out levelled and topsoiled and provided with a water supply and each plot to be provided with access to a secure storage area (which may be provided within a communal storage facility) and they shall comply with relevant legislation pertaining to the provision and use of allotments and shall be set up in accordance with the guidelines of the National Society of Allotment and Leisure Gardeners (unless otherwise agreed with the Council in writing)
- 1.2 "Certificate A" shall mean the certificate of completion referred to in Paragraph 2.9 of Part 2 of this Schedule
- 1.3 "Index" shall mean the indices based on the Updating Percentages published by the Building Cost Information Service for the Schedule of Rates for Grounds Maintenance 1987
- 1.4 "Informal Recreational Open Space" shall mean informal recreational open space and access thereto within the Property (as such category of open space is identified in Policy CS24 and Appendix 5 of the Core Strategy) comprising of 7,589 square metres shown on Plan 2
- 1.5 The "Inspection Fees" shall mean the sum of Fifty Two Pounds (£52.00) per 100sq.m. of Open Spaces plus a core service fee of £500 index-linked and payable to the Council as a contribution towards the costs of carrying out the inspections provided for in this schedule
- 1.6 "Landscaping Scheme" shall mean the scheme referred to in Paragraph 2.3 of Part 2 of this Schedule for the provision of the hard and soft landscape features of the Open Spaces, which shall include a timetable for the commencement and completion of the Landscaping Works
- 1.7 "Landscaping Works" shall mean the works specified in the Landscaping Scheme
- 1.8 "Management Entity" shall mean a company (including a residents management company) trust or other body established by the Owner and approved in writing by the Council whose stated objectives are restricted to managing and maintaining the Open Spaces in perpetuity; or an established company trust or other body approved in writing by the Council whose objectives are restricted to managing and maintaining areas of land which may include areas of land used for Open Spaces

- 1.9 "Management and Maintenance Scheme" shall mean a framework for the Management Entity setting out its purpose, powers, responsibilities and internal procedures and the detailed specification for the upkeep and future maintenance and management of the Open Spaces following the satisfactory laying out of the Open Spaces in accordance with the Landscaping Scheme and Surface Water Infrastructure Scheme and shall include the details set out in Appendix 1
- 1.10 "Natural and Semi-natural Open Space" means natural and semi-natural green space (and where intended to be accessible, access thereto) within the Property comprising 1,814sq.m. of green space shown on Plan 2 the primary purpose of which is wildlife and biodiversity conservation and value (as such category of open space is identified in Policy CS24 and Appendix 5 of the Core Strategy)
- 1.11 "Open Spaces" or "POS" means the following types and areas of public open space to be provided within the Development in the locations shown on the approved drawings:
- the Provision for Children and Young People;
 - the Natural and Semi-Natural Open Space;
 - the Informal Recreational Open Space;
 - the Allotments; and
 - the Surface Water Infrastructure
- 1.12 "Plan 2" shall mean the plan attached to this agreement and numbered 740-108 Rev B
- 1.13 "Provision for Children and Young People" shall mean 502 square metres of equipped play space for children and young people shown on Plan 2 to comply with EN1176 and EN1177 and completed to RoSPA and Fields in Trust guidelines and including seating bins and play area signage
- 1.14 "Site Compound" means any area used for siting offices toilets fuel tanks cabins storage containers the storage of materials and the construction of temporary roads and hardstandings
- 1.15 "Surface Water Infrastructure" means those parts of the Open Spaces that include watercourses and/or which the Owner/Developer has or proposes to carry out the laying out construction and implementation of surface water drainage land drainage surface water attenuation/retention/balancing or flood storage drainage works apparatus pipes and culverts and control facilities and devices and which are not to be adopted by a statutory undertaker
- 1.16 "Surface Water Infrastructure Scheme" shall mean a scheme for the provision and implementation of Surface Water Infrastructure and shall include a programme for implementation including any interim arrangements for managing surface water during the course of the construction of the Development

1.17 "Surface Water Infrastructure Works" shall mean the works to create the Surface Water Infrastructure

Part 2: Covenants relating to the Open Spaces

2.1 The Owner/Developer shall pay the Inspection Fee to the Council prior to carrying out any works comprised in the Landscaping Works or the Surface Water Infrastructure Works whichever is the sooner

2.2 The Inspection Fees due and payable (having been calculated at January 2022 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this Deed in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of this Deed had been retained

Scheme Approved

2.3 The Owner/Developer shall not commence the Development without having first obtained the written approval of the Director to the Landscaping Scheme and the Surface Water Infrastructure Scheme

2.4 Within 6 months of Commencement of Development the Owner/Developer shall provide a Management and Maintenance Scheme for the Open Spaces and no sale of any Dwelling shall be completed nor shall any Dwelling be Occupied unless or until the Management and Maintenance Scheme for the Open Spaces has been submitted to and approved by the Director

2.5 Prior to the Occupation of the first Dwelling the Owner/Developer shall secure the management and maintenance of the Open Spaces in perpetuity in accordance with the approved Management and Maintenance Scheme

Landscaping Works and Surface Water Infrastructure Works

2.6 The Owner/Developer shall commence and complete the Landscaping Works in accordance with the timetable set out in the approved Landscaping Scheme

Site Compound

2.7 The Owner shall not at any time use any part of the Open Spaces as a Site Compound without the prior approval in writing of the Director

Issue of Certificate of Completion of the Landscaping Works

2.8 Upon completion of all the Surface Water Infrastructure Works and/or the Landscaping Works the Owner/Developer shall give to the Director written notification to that effect including independent documentary evidence that the Surface Water Infrastructure Works have been constructed in accordance with the design approved pursuant to the relevant condition in the Planning Permission and including an as-built survey and

including a post- installation report from The Royal Society for the Prevention of Accidents in respect of the Provision for Children and Young People and request the Director to inspect the Surface Water Infrastructure Works and/or the Landscaping Works and where Provision for Children and Young People is completed prior to the completion of other Landscaping Works the Owner/Developer shall give the Director written notification to that effect and invite the Director to inspect the Provision for Children and Young People prior to the completion of the other Landscaping Works

- 2.9 Upon the Director confirming on inspection that they have been satisfactorily completed he shall sign-on Certificate A to that effect and if the Director reasonably advises that he does not approve the completion of the Landscaping Works and any Surface Water Infrastructure Works as being in accordance with the Landscaping Scheme and/or the Surface Water Infrastructure Scheme the Owner/Developer shall undertake the necessary works to complete the Landscaping Works and/or the Surface Water Infrastructure Works in accordance with the Landscaping Scheme and/or the Surface Water Infrastructure Scheme and shall make subsequent requests for written approval of the completion of the Landscaping Works and/or the Surface Water Infrastructure Works as soon as possible after completion thereof until such approval is provided by the issue of Certificate A
- 2.10 Following approval by the Director of satisfactory completion of the Landscaping Works and the Surface Water Infrastructure Works the Owner/Developer shall ensure that the Open Spaces are made, and thereafter remain, freely available in perpetuity for use by the general public (save in relation to the Allotments which shall be let in accordance with the approved Management and Maintenance Scheme) and that the Open Spaces are directly accessible allowing entry and egress of plant and materials from any publicly owned land or from the public highway to maintain the same
- 2.11 Following the approval by the Director of the completion of the Surface Water Infrastructure Works and/or the Landscaping Works the Owner/Developer shall manage and maintain the Open Spaces in accordance with the Management and Maintenance Scheme to the satisfaction of the Council

Replacement of trees and shrubs

- 2.12 In addition to the obligations under paragraph 1.3 above if the planting of any tree or shrub forming part of the Landscaping Scheme should for any reason die or be removed or felled the Owner/Developer shall to the Director's satisfaction replace that tree or shrub with another of the same or similar, or other species approved by the Director during the next planting season

Existing hedges and trees

2.13 Unless otherwise agreed with the Director in writing, the Owner/Developer shall not remove any existing hedges or fell any existing trees prior to the approval of or other than in accordance with the Landscaping Scheme

Maintenance

2.14 For the avoidance of doubt the Owner/Developer shall remain responsible for and hereby covenants to ensure the proper maintenance of the Open Spaces (or any part thereof) until such time as the legal transfer to the Management Entity has been completed

Creation of Rights

2.15 The Owner/Developer shall not create or grant any rights easements quasi-easements or privileges over the Open Spaces which might in any way affect the use of or the access to the Open Spaces as envisaged under this Agreement without the Council's prior written approval

Part 3: Transfer of on site open space to Management Entity

3.1 The Owner/Developer may at their absolute discretion elect to retain ownership of and responsibility for the Open Spaces or to transfer the Open Spaces to a Management Entity PROVIDED THAT the Owner shall inform the Council of such election in writing upon submission of the Management and Maintenance Scheme to the Council pursuant to paragraph 1.3.2 of Part 2 of this Schedule

3.2 If the Owner/Developer elects to transfer the Open Spaces to a Management Entity such transfer shall take place as soon as reasonably practicable following approval by the Director of the completion of the Open Spaces and thereafter the Management Entity shall manage and maintain the Open Spaces in perpetuity and subject to the terms of the Planning Permission in accordance with the relevant Management and Maintenance Scheme

3.3 The Owner/Developer shall not cause or permit the disposal or transfer of the Open Spaces (or any part thereof) other than to a Management Entity previously approved by the Council (such approval not to be unreasonably withheld or delayed)

3.4 Subject to paragraph 1.2 above the Owner/Developer shall not cause or permit the transfer of the Open Spaces unless the Council has agreed in writing the terms and conditions of any such transfer (such agreement not to be unreasonably withheld or delayed)

SCHEDULE THREE: EDUCATION CONTRIBUTION

Part 1: Definitions relating to the financial contribution towards education improvements/enhancements

In this Schedule the words below shall mean as follows:-

- 1.1 The "Education Contribution" shall mean the sum of Five Hundred and Eighty Seven Thousand Six Hundred and Thirty Four Pounds (£587,634.00) (or such other sum calculated on the basis of the prevailing Department for Education costs calculators at the time of such payment together with an additional sum calculated as set out below) as a contribution towards the cost of £90,013 towards nursery provision and £492,621 towards primary school provision
- 1.2 The "Index" shall mean the Royal Institute of Chartered Surveyors General Building Cost Index

Part 2: Covenants relating to the Education Contribution

- 2.1 The Owner/Developer shall pay to the Council the Education Contribution in accordance with the following:
 - 2.1.1 50% prior to the first Occupation of any Dwelling on the Development; and
 - 2.1.2 50% prior to the Occupation of the 45th Dwelling on the Development
- 2.2 The Education Contribution due and payable (having been calculated at January 2022 or as the case may be) the date of subsequent prevailing Department for Education cost calculators) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this deed in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the deed had been retained

SCHEDULE FOUR: CONTRIBUTION TO OFF SITE PUBLIC OPEN SPACE

Part 1: Definitions relating to the financial contribution towards off site public open space improvements/enhancements

The words below shall mean as follows :-

- 1.1 The "Off Site Open Spaces Contribution" shall mean the sum of Two Hundred and Forty One Thousand Eight Hundred and Sixty Pounds and Twenty One Pence (£241,860.21) (together with an additional sum*calculated as set out below) as a contribution towards the cost of towards the provision and/or enhancement and maintenance of outdoor sports facilities
- 1.2 The "Index" shall mean the indices based on the Updating Percentages published by the Building Cost Information Service for the Schedule of Rates for Grounds Maintenance 1987

Part 2: Covenants relating to the financial contribution towards off site public open space improvements

- 2.1 The Owner/Developer will pay to the Council the Off Site Open Space Contribution first Occupation of any Dwelling on the development
- 2.2 The Off Site Open Spaces Contribution due and payable (having been calculated at (January 2022 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this deed in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the deed had been retained

SCHEDULE FIVE: CONTRIBUTION TO THE LOCAL LIBRARY

Part 1: Definitions relating to the financial contribution to the local library

1. The words below shall mean as follows:-
 - 1.1 The "Local Library Contribution" shall mean the sum referred to in Paragraph 2.1 of Part 2 of this Schedule
 - 1.2 The "Index" shall mean the indices based on the Retail Prices Index

Part 2: Covenants relating to the financial contribution towards the local library

- 2.1 The Owner/Developer will pay to the Council first Occupation of any Dwelling on the development the sum of One Thousand Six Hundred and Ninety Four Pounds (£1,694.00) (together with an additional sum calculated as set out below) as a contribution towards the cost of improvement of the local library including additional stock.
- 2.2 The Local Library Contribution due and payable (having been calculated at (January 2022 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this deed in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the deed had been retained

SCHEDULE SIX: AFFORDABLE HOUSING

Part 1: Definitions relating to Affordable Housing

1. The words and expressions below shall mean as follows:
 - 1.1 "2008 Act" means the Housing and Regeneration Act 2008
 - 1.2 "Actual Market Value" shall mean the market value of an Affordable Dwelling assessed in a Staircasing Event.
 - 1.3 "Additional Affordable Housing" means any new replacement or additional Affordable Housing provided within the Council area in a scheme that shall first have been agreed by the Director of Environment and Community Services (such agreement not to be unreasonably withheld or delayed) to meet identified housing need at the time of the provision which for the avoidance of doubt excludes any Affordable Housing provided without the need for Public Subsidy pursuant to Part 2 of this Schedule of this Agreement or brought forward as part of the Council's prevailing adopted development plan Affordable Housing requirement in pursuance of Section 106 of the Act or subsequent legislation
 - 1.4 "Affordable Dwelling" shall mean a dwelling identified and agreed as forming part of the Affordable Housing to be made available in perpetuity together with rights and easements over the Land to provide access to the dwelling and such entrance way corridors parking areas and other ancillary areas as are necessary for the enjoyment of such a dwelling including car parking in accordance with this Schedule
 - 1.5 "Affordable Housing" shall mean affordable housing as described and defined in Annex 2 of NPPF or any Planning Policy Statement Guidance Notes or Circulars which may supersede it
 - 1.6 "Affordable Housing Contract" shall mean a binding contract with an Approved RP or RP for the sale (which shall be by way of freehold or leasehold) and construction of the Affordable Dwellings on the Affordable Housing Land and such contract shall include terms that require:-
 - 1.6.1 the Approved RP or RP to offer to the Council the opportunity to refer potential Occupants for the Social Rented Units and to the Help to Buy Agent in respect of the Shared Ownership Units
 - 1.6.2 full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Land subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption

- 1.6.3 full and free rights for the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Land subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption and
- 1.6.4 such other commercial terms and conditions as may be reasonably required by the Owner/Developer and Approved RP or RP
- 1.7 "Affordable Housing Land" shall mean those parts of the Land shown edged red on Plan 3 which shall be set aside for the Affordable Dwellings
- 1.8 "Approved RP" shall mean any RP which at the date of this Agreement is on the Council's approved list or such other RP as is nominated by the Owners/Developer and approved by the Council
- 1.9 "Cluster" shall mean a group of Affordable Dwellings which does not have contiguous boundaries with another group of Affordable Dwellings
- 1.10 "Development Standard" shall mean a standard to meet or exceed
- 1.10.1 Part M of the Building Regulations accessibility standard M4(2)
- 1.10.2 Part 2 of Secured by Design Standards Silver Award; and
- 1.10.3 RP Design Brief attached to this Agreement as Appendix 3
- 1.11 "Director of Environment and Community Services" shall mean the Council's Director of Environment and Community Services or his duly appointed agent
- 1.12 "Help to Buy Agent" shall mean a body appointed or approved by Homes England to act as agents for the allocation of Shared Ownership Units
- 1.13 "Homes England" shall mean the Government's agency for the administration of affordable housing subsidy or any successor agency/organisation taking over such functions
- 1.14 "Index" shall mean the indices based on the Consumer Price Index compiled and published by the Office of National Statistics or any other such index that substitutes the Consumer Price Index
- 1.15 "Index Linked" shall mean the sum to be adjusted by any increases in the Index between January 2022 and the month in which the actual payment is made to the Council PROVIDED THAT if there is any change after the date of this Agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the date of the execution of the Agreement had been retained

- 1.16 "Market Dwelling" shall mean any dwelling constructed pursuant to the Planning Permission other than an Affordable Dwelling
- 1.17 "Market Value" shall mean the value as assessed by a Valuer of a Permitted Dwelling as confirmed to the Council by the Owner/Developer (such value being calculated in accordance with the RICS Appraisal and Valuation Standards (5th Edition)) and being the estimated amount for which in the absence of this Agreement residential units of equivalent location specification size state of repair and condition and which are not restricted to use as Affordable Housing should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion and on the following assumptions:-
- 1.17.1 no discount is to be allowed for bulk sales or on the basis that more than one property is being sold to the same purchaser
 - 1.17.2 it is sold with vacant possession and with good and marketable title
 - 1.17.3 the title is free from encumbrances
 - 1.17.4 the valuation is for the unrestricted freehold or leasehold (as appropriate) with vacant possession which for the avoidance of doubt ignores any use as Affordable Housing
 - 1.17.5 that the property is newly built decorated fully equipped for sale and serviced and fit for immediate Occupation
 - 1.17.6 that the valuation is for sale of an individual unit and not part of a larger sale
 - 1.17.7 all roads footpaths landscaping and open space have been laid out and completed and all other individual units have been built sold and occupied
 - 1.17.8 the Application Land is free from contamination
- 1.18 "NPPF" shall mean National Planning Policy Framework July 2021 or any planning policy statement guidance notes or circulars which may supersede it and which is current at the date of this agreement
- 1.19 "Occupation" shall mean the residential occupation of a Permitted Dwelling save for the purpose of fitting out or marketing and the expressions "Occupy" "Occupied" and "Occupant" shall be construed accordingly
- 1.20 "On Costs" shall mean any reasonable costs incurred by an Approved RP or RP in relation to any transaction regarding Staircasing Receipts which are not to be reimbursed by any other person
- 1.21 "Permitted Dwelling" shall mean any unit of self-contained residential accommodation constructed pursuant to the Planning Permission
- 1.22 "Plan 3" shall mean the plan attached to this agreement and numbered 740-102 Rev M

- 1.23 "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
- 1.24 "Public Subsidy" shall mean any capital funding (excluding the RP contribution) provided by Homes England, the Approved RP or RP, the Council or any other public body
- 1.25 "RP" shall mean a registered provider being a social landlord registered with Homes England as defined in the 2008 Act
- 1.26 "Rental Agreement" shall mean a tenancy under which the rental payments are in accordance with the Target Rent for Social Rented Units and the relevant Social Rented Unit is let on an assured tenancy
- 1.27 "Right to Acquire" shall mean a scheme giving eligible tenants of RPs a statutory right to buy the home they currently rent at a discount and only applies to an Affordable Dwelling built with Public Subsidy after 1st April 1997
- 1.28 "Service Charge" shall mean the amount payable by the Occupant of any Affordable Dwelling for all services repairs maintenance and improvements of a communal nature and insurance of the building and curtilage including estate management costs to the extent that all costs in the Service Charge have been reasonably incurred
- 1.29 "Service Level Agreement" shall mean the service level agreement then in force made between the Approved RP or RP and either the Help to Buy Agent for Shared Ownership Units or the Council for Social Rented Units which complies with the Council's HomeChoice Lettings Policy and Procedure
- 1.30 "Shared Ownership Unit(s)" shall mean an Affordable Dwelling which is Intermediate Housing which is disposed of by way of a Shared Ownership Lease to persons who cannot afford to meet their housing needs in the open market
- 1.31 "Shared Ownership Lease" shall mean a lease in accordance with the guidance on model leases issued by Homes England in the Capital Funding Guide or any superseding guidance under which a Shared Ownership Unit may be disposed of by way of shared ownership lease granted at a premium to be paid by the shared ownership lessee upon completion or raised by way of mortgage or charge and an annual rental element which is a percentage of the Actual Market Value of the unsold equity as at the date of the grant of the lease and under which the provisions of the lease enable the shared ownership lessee to acquire the balance of the equity interest in the relevant Shared Ownership Unit via a Staircasing Event

- 1.32 "Social Rented Unit(s)" shall mean an Affordable Dwelling which is to be reserved and set aside for initial and future letting on an assured tenancy at Target Rent to people in housing need who cannot afford to meet that need in the open market
- 1.33 "Staircasing Event" shall mean any occasion on which a shared ownership lessee acquires additional equity in an Affordable Dwelling pursuant to a Shared Ownership Lease or a tenant of a Social Rented Unit acquires equity in that Affordable Dwelling and includes the Right to Acquire
- 1.34 "Staircasing Receipts" shall mean payments made to the Approved RP or RP (less reasonable On Costs) by a shared ownership lessee tenant or any other person for the acquisition of equity in an Affordable Dwelling pursuant to a Staircasing Event
- 1.35 "Subsidy" shall mean any Public Subsidy provided for the Affordable Dwelling (unless agreed in writing by the Council to exclude it) plus the notional subsidy provided by the Owner/Developer which is the amount expressed in pounds of the difference between
- 1.35.1 the price paid by an Approved RP or RP to the Owner/Developer for the Affordable Dwelling pursuant to an Affordable Housing Contract and for the avoidance of doubt the price is as agreed between the Owner/Developer and the Approved RP or RP at the date of exchange of contracts for the sale and
- 1.35.2 the Market Value of the Affordable Dwelling at the date of exchange of contracts for the sale of the Affordable Dwelling
- 1.36 "Target Rent" shall mean a rent that is set in accordance with the Direction on the Rent Standard 2014 made pursuant to Section 197 of the Housing and Regeneration Act 2008 (or such other direction that may replace the Direction on the Rent Standard 2014 from time to time)
- 1.37 "Valuer" shall mean a Member or Fellow of the Royal Institution of Chartered Surveyors being a chartered valuation surveyor appointed by the Approved RP or RP and acting in an independent capacity
- 1.38 "Wheelchair Units" shall mean an Affordable Dwelling which is self-contained accommodation designed for independent living by disabled people or wheelchair users to meet Part M of the Building Regulations Wheelchair adaptable standard M4(3)(2)(a) or any other document that may supersede it or as agreed in writing by the Director of Environment and Community Services

Part 2: Affordable Housing Obligations

Covenants relating to Affordable Housing

- 2 Unless otherwise agreed in writing by the Council the Owner/Developer for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come (and where the Owner/Developer is an Approved RP or RP not in relation to paragraphs 2.9 and 2.11 to Part 2 of this Schedule) covenants with the Council that:

Quantum

- 2.1 32 no. of the Permitted Dwellings shall be identified reserved and set aside as Affordable Housing

Distribution

- 2.2 The location of the Affordable Dwellings shall be in accordance with Plan 3 unless otherwise agreed in writing by the Council

Clustering

- 2.3 To ensure the creation of mixed and integrated communities the Affordable Dwellings shall not be visually distinguishable from the Market Dwellings and with no more than 6 dwellings in each Cluster and no more than 6 flats with shared access within each Cluster
- 2.4 All flats sharing a communal entrance shall be of a single tenure

Tenure and Type

- 2.5 The mix of Affordable Dwellings shall be based on the following mix or such other mix of tenure and type and plot numbers as agreed in writing by the Director of Environment and Community Services

Tenure (1)

- 2.5.1 24 no. of the Affordable Dwellings shall be Social Rented Units (rounded up or down to the nearest whole dwelling) and

2.5.2 8 no.of the Affordable Dwellings shall be Shared Ownership Units (rounded up or down to the nearest whole dwelling)

Type (1)

2.5.3 Social Rented Units consisting of

3 No 1 bed 2 person flat at minimum size 50 square metres identified as plots 11, 13 and 28

4 No 2 bed 4 person flat at minimum size 70 square metres identified as plots , 12, 29, 32, and 33

6 No 2 bed 4 person house at minimum size 79 square metres identified as plots 36, 41, 44, 54, 59, and 70

6 No 3 bed 5 person house at minimum size 93 square metres identified as plots 8, 9, 42, 43, 60 and 69

2 No 4 bed 6 person house at minimum size 106 square metres identified as plots 53 and 55

2.5.4 Shared Ownership Units consisting of

1 No 1 bed 2 person flat at minimum size 50 square metres identified as plot 26

1 No 2 bed 4 person flat at minimum size 70 square metres identified as plot 27

3 No 2 bed 4 person house at minimum size 79 square metres identified as plots 37, 40, and 45

3 No 3 bed 5 person house at minimum size 93 square metres identified as plots 7, 61 and 68

2.5.5 Wheelchair Units

3 of the Affordable Dwellings should be provided as Wheelchair units for Social Rent consisting of

3 No. 2 bed 4 person Wheelchair Unit flats identified as plots 10,30 and 31

Delivery Mechanism

- 2.6 The Affordable Dwellings shall be delivered in accordance with the requirements of the Council's Affordable Housing and Extra Care Housing Supplementary Planning Document
- 2.7 The Affordable Dwellings shall be transferred to an Approved RP or RP
- 2.8 The Affordable Dwellings shall be provided without recourse to Public Subsidy unless otherwise agreed in writing with the Council
- 2.9 The Owner/Developer shall enter into Affordable Housing Contract(s) with an Approved RP or RP in relation to the Affordable Dwellings on the Affordable Housing Land prior to the commencement of construction of any Permitted Dwelling
- 2.10 No more than 25% of the Market Dwellings shall be first Occupied until 25% of the Affordable Dwellings
 - 2.10.1 shall have achieved Practical Completion and
 - 2.10.2 shall have been transferred to an Approved RP or RP
- 2.11 No more than 75% of the Market Dwellings shall be first Occupied until all of the Affordable Dwellings
 - 2.11.1 shall have achieved Practical Completion and
 - 2.11.2 shall have been transferred to an Approved RP or RP

Monitoring

- 2.12 The Owner/Developer shall inform the Chief Financial Officer in writing:
 - 2.12.1 upon commencement of construction above damp proof course level of any Permitted Dwellings
 - 2.12.2 upon completion of the legal transfer of 25% of the total number of Market Dwellings
 - 2.12.3 upon completion of the legal transfer of 75% of the total number of Market Dwellings

- 3 The Owner/Developer for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come (unless otherwise agreed in writing by the Council) covenants with the Council that it will procure the following under the Affordable Housing Contract(s):

Affordability Levels

- 3.1 the rent payable by the Occupant of any Social Rented Unit shall be the Target Rent
- 3.2 the initial premium and the rent payable by the Occupant of any Shared Ownership Unit shall meet local affordability levels and
- 3.2.1 the initial premium shall be no more than 40% of the Market Value as at the date of the lease and
- 3.2.2 the annual rental element shall be no more than 1.5% of the unsold equity at the date of the lease

Shared Ownership Units

- 3.3 Shared Ownership Units shall not be disposed of on their initial sale other than by way of Shared Ownership Lease unless otherwise agreed in writing by the Council

Social Rented Units

- 3.4 the Social Rented Units shall not be disposed of other than by way of Rental Agreement unless otherwise agreed in writing by the Council. Each Affordable Housing Unit shall be excluded (so far as legally possible) from:
- 3.4.1 the Right to Acquire as referred to in the 1996 Act
- 3.4.2 any right to buy introduced in favour of the Occupants of the Affordable Housing Units and/or
- 3.4.3 any other mechanism that could result in any of the Social Rented Units becoming available for sale in the private housing market **Occupation**
- 3.5 The Affordable Dwelling shall be Occupied only by persons in need of Affordable Housing to buy or to rent (at the point of sale or letting) in accordance with the

Council's HomeChoice Lettings Policy and Procedure and Policy CS18 Affordable Housing Core Strategy Development Plan Document (adopted December 2013)

- 3.6 In respect all first lettings and 75% of subsequent lettings of Social Rented Units the Council shall refer potential Occupants to the Approved RP or RP pursuant to a Service Level Agreement
- 3.7 In respect of all disposals of Shared Ownership Unit the opportunity shall be granted to the Help to Buy Agent to refer potential Occupants to the Approved RP or RP pursuant to a Service Level Agreement

Development and Management Standard

- 3.8 All Affordable Dwellings shall be constructed to the Development Standard unless otherwise agreed by the Council and for the avoidance of doubt it shall be agreed by the Council that upper floor flats will be excluded from the requirement to meet Part M of the Building Regulations accessibility standard M4(2) and M4 (3) (2) (a)
- 3.9 Any RP which enters into an Affordable Housing Contract with the Owner/ Developer will be required to demonstrate that its housing management standards are no less than the Council requires of its Approved RPs

Additional Charges

- 3.10 Service Charges payable by the Occupants of any Affordable Dwelling shall be limited to no more than £650 per annum and Index Linked thereafter
- 3.11 Ground rents for the Affordable Housing shall be at a peppercorn rent

Transfer

- 3.12 Under the terms of the legal transfer of the Affordable Housing Land to an Approved RP or RP on the 1st July, 1st October, 1st January and the 1st April in each calendar year the Approved RP or RP shall make a written return (if requested) to the Chief Financial Officer for the preceding six months detailing:

- 3.12.1 the number of Affordable Dwellings practically completed with a breakdown specifying the number of Affordable Dwellings built and Occupied with details of their tenure unit type size location rent and Service Charge
- 3.12.2 details of Actual Market Value and equity sold to the Occupants under a Shared Ownership Lease
- 3.12.3 the amount of Staircasing Receipts following a Staircasing Event
- 3.13 Under the terms of the legal transfer of the Affordable Housing Land to an Approved RP or RP and in the event that the Affordable Housing Land or part thereof is transferred to an Approved RP or RP that in such transfer the transferee shall covenant with the Owner/Developer or its successors in title not to construct or permit to be constructed on the Affordable Housing Land any dwellings other than Affordable Dwellings but shall not be required to accept any other restriction or condition regarding the future use of the Affordable Housing Land SAVE FOR the restrictions or conditions contained in this Schedule PROVIDED ALWAYS THAT the provisions at paragraph 4 of Part 2 of this Schedule shall apply to any mortgagee or chargee of the Approved RP or RP (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"))

Mortgagee Exclusion Clause

- 4 The Affordable Housing provisions in this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Dwelling(s) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 4.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwelling(s) (herein referred to as the "Written Notice") and shall have used reasonable endeavours over a period of 3

months from the date of the Written Notice to complete a disposal of the Affordable Dwelling(s) to another RP or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 4.2 if such disposal has not completed within the 3 month period from the date of the Written Notice, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwelling(s) free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely
- 4.3 and the mortgagee, chargee or Receiver shall notify the Council of any disposal pursuant to paragraphs 4.1 and 4.2 above by way of written notice within 14 days of the disposal.
- 5 Any Affordable Dwelling in respect of which a tenant exercises any statutory Right to Acquire or right to buy or any Shared Ownership Unit in respect of which the lessee shall have staircased to 100% equity share and (in either case) the tenant or lessee (as the case may be) acquires a freehold or long leasehold interest in the same so that such tenant or lessee shall be entitled to dispose of such Affordable Dwelling thereafter free from the covenants and obligations set out in this Agreement and that any person deriving title through or under such tenant or lessee or any other successor in title shall not be bound by it.

Part 3: Application of Staircasing Receipts

- 6 On the occurrence of any Staircasing Event relating to an Affordable Dwelling and subject always to the application of paragraphs 6.1 and 6.2 and 6.3 below the Approved RP or RP (as successor in title to the Owner/ Developer) shall (having first deducted an amount equal to X% of the initial outstanding net loan debt attributable to that Affordable Dwelling at the point of first disposal as assessed by the Approved RP or RP) (where X equals the additional proportion of the equity in the Affordable Dwelling sold as a percentage of the unsold equity immediately prior to the Staircasing Event) reserve and set aside the remaining balance of any Staircasing Receipts received in relation to that Affordable Dwelling for the provision of Additional Affordable Housing in South Gloucestershire until an aggregate amount equal to the Subsidy relating to that Affordable Dwelling (as recalculated and carried forward from time to time under paragraph 6.2.1 below) shall have been reserved and set aside for such purposes

6.1 The provisions of paragraph 6 above shall not apply where there is a statutory or regulatory requirement to account for Staircasing Receipts to any other body;

6.2 On the occasion of the first and any subsequent Staircasing Event the Subsidy shall be recalculated (but only for the purposes of identifying the amount of any Staircasing Receipt to be reserved and set aside for the provision of Additional Affordable Housing) as follows:-

6.2.1 On the date of the first Staircasing Event the Subsidy shall be increased or decreased by the percentage increase or decrease (if any) in the Market Value of the relevant Affordable Dwelling from the date as originally notified to the Council by comparing the Market Value so notified by the Approved RP or RP at the point of calculating the Subsidy with its Actual Market Value as notified to the Council by the Approved RP or RP at the date of the Staircasing Event

AND for the avoidance of doubt the Subsidy as increased or decreased under this paragraph shall be the result of the following calculation in respect of any relevant Affordable Dwelling

$$\frac{AMV \times S}{MV}$$

Where:

AMV equals the Actual Market Value of the Affordable Dwelling at the date of the first Staircasing Event.

MV equals the Market Value of the Affordable Dwelling as originally notified to the Council at the point of calculating the Subsidy

S equals the Subsidy attributed to that Affordable Dwelling as originally notified to the Council at the point of calculating the Subsidy

6.2.2 The increased or decreased Subsidy shall then be reduced by the amount of any Staircasing Receipts and the balance carried forward

6.2.3 On the date of any subsequent Staircasing Event relating to an Affordable Dwelling the Subsidy balance carried forward under 6.2.2 above shall be increased or decreased by the percentage increase or decrease in the

Actual Market Value from the date of the previous Staircasing Event in 6.2 and its Actual Market Value as notified to the Council by the Approved RP or RP at the date of the subsequent Staircasing Event and the provisions of paragraphs 6 to 6.2.3 shall be applied (*mutatis mutandis*) to such balances and any remaining Subsidy balance carried forward

6.3 this obligation shall be deemed satisfied and there shall be no requirement to reserve and set aside any further Staircasing Receipts (or part thereof) under paragraph 6.1 and 6.2 when

6.3.1 an amount equal to the Subsidy as re calculated and carried forward from time to time in accordance with paragraph 6.2 above shall have been set aside for the provision of Additional Affordable Housing as set out on 6 above; or

6.3.2 the final Staircasing Event (leaving the lessee of the Shared Ownership Unit owning a 100% freehold or leasehold share) has occurred and the Subsidy is recalculated in accordance with the provisions above in 6 and 6.2 if the final Subsidy balance as recalculated in accordance with paragraphs 6.2.1 to 6.2.3 is greater than the balance of the Staircasing Receipt to be used reserved and set aside for Additional Affordable Housing identified in paragraph 6 there will be no requirement to carry forward the Subsidy balances following this final Staircasing Event.

APPENDIX 1

MANAGEMENT & MAINTENANCE SCHEME

A detailed specification for future operation, maintenance and management of the POS, Ancillary Open Space and SWI following the satisfactory completion of such POS, Ancillary Open Space and SWI as evidenced by the issue of Certificate A and a framework for the Management Entity which shall include as a minimum all of the following:

1. A plan and schedule identifying the relevant areas of POS, Ancillary Open Space and SWI to be covered by the scheme.
2. Full details of the permanent operation, management and maintenance specifications for the POS, Ancillary Open Space and SWI, including frequency of inspections and maintenance and standard of maintenance and repair to be achieved and maintained.
3. Interim arrangements for managing and maintaining the SWI during the course of the construction of the Development where appropriate.
4. Measures to replace any trees, shrubs, grass or other plants (in perpetuity) which may die or become diseased.
5. Details of the management of the POS to ensure it shall (save where temporary closure is reasonably necessary for the purpose of essential maintenance and/or repair works or in the case of emergency and save in relation to the Allotments which shall be let in accordance with the approved Management and Maintenance Scheme) remain available for use by the general public in perpetuity including the drainage facilities and the ecological, landscape, social and amenity uses (including how the Management Entity will engage with the Residents and deal with land issues such as community events conflicts over the use of POS).
6. Strategy for maintaining appropriate insurances in respect of the POS, Ancillary Open Space and SWI, both prior to and following the transfer of those areas to the Management Entity.
7. Details of the Management Entity (including emergency and routine contact details and arrangements for both office hours and out of office hours, constitution, composition, objectives, responsible person and management arrangements).
8. Details of funding arrangements to ensure that the operation, maintenance and management of the POS, Ancillary Open Space and SWI is funded in perpetuity and that funding shall be sufficient to properly manage and maintain the POS, Ancillary Open Space and SWI and for the avoidance of doubt this shall include:
 - 8.1 the Service Charge Terms;
 - 8.2 a mechanism to ring fence funds received from owners of the Dwellings for use in relation to the operation, management and maintenance of the POS, Ancillary Open Space and SWI;
 - 8.3 details of funding arrangements to cover the periodic costs of replacement and/or refurbishment of features and/or facilities;
 - 8.4 measures to engage Residents in relation to the following:

- 8.4.1 the operation, management and maintenance of the POS, Ancillary Open Space and SWI;
 - 8.4.2 the setting of annual service charge budgets; and
 - 8.4.3 the capital expenditure programme for planned future maintenance to cover high cost items such as major repairs or renewals
- 8.5 measures to enforce non-payment of service charge against residents of the Development.
9. Include a commitment to provide annual reports to the Council (as lead local flood authority) of the inspections and maintenance activities that have been undertaken in the previous year in respect of the Surface Water Infrastructure.
10. Details of the procedure to be implemented to safeguard the POS, Ancillary Open Space and SWI should the Management Entity become insolvent or fail in its duties.
11. Details of a management plan for the running of the Allotments service, including managing waiting lists, lettings and creating and managing allotment regulations and guidance.

Appendix 2

THIS BOND dated _____ is made **BETWEEN**
_____ of _____ (“the
Developer”)
and _____ of _____ (“the
Surety”)

WHEREAS:

- 1 By an Agreement (“the Agreement”) dated _____ made
between SOUTH GLOUCESTERSHIRE DISTRICT COUNCIL (“the Council”) (1) and
the Developer (2) and _____ relating to the
development of land at _____ in the District of South
Gloucestershire the Developer is under an obligation to carry out certain highway
works on the terms and conditions specified in the Agreement
- 2 Clause 1.2 of the Agreement contains a covenant for the Developer to enter into a
bond with a surety (approved by the Council) to secure its obligations under the
terms of the Agreement

NOW THIS DEED WITNESSES:

- 1 The Developer and the Surety are bound jointly and severally to the Council for the
sum of _____ (£ _____ .00) (“the Bond Figure”)
- 2 The Surety shall in the event of any breach or non-observance of any of the terms
conditions or covenants contained in the Agreement pay to the Council within five
working days after service on the Surety (at the address given above) of a demand in
writing by the Council such sum of money as the Council’s Director of Environment
and Community Services for the time being shall certify to be necessary to make
good the relevant default and in the event that the actual cost exceeds this the Surety
shall be liable for the excess PROVIDED THAT the amount demanded by the
Council whether as a single sum or as an aggregate sum shall not exceed the Bond
Figure
- 3 It is hereby agreed and declared that the Surety shall not be released or discharged
from this Bond by any arrangement which may either with or without the assent or
notwithstanding the dissent of the Surety be made between the Developer and the
Council either for the variation of the highway works or otherwise or by any dealing or
transaction which may take place between the Developer and the Council
- 4 The Surety shall be released and discharged from all of its obligations and liabilities
under this Bond upon the date of issue of certificate No. 2.

IN WITNESS of which this Bond has been duly executed as a deed on the date and year first before written

EXECUTION CLAUSES

Appendix 3
RP Design Brief

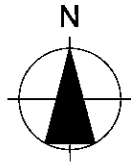
In addition to the Development Standard, specified in the S106 agreement the Council has the following design requirements:

- All rear gardens to be turfed and generally to have 1.8m high close boarded fencing to boundaries and privacy panels;
- All properties to have vinyl/tiles on floor in all ground floor rooms;
- Ceiling height tiling to 3 sides of bathroom to be provided;
- Provide wall mounted shower (either electric or valve and kit);
- Provide gas and electric points to cooker space (where gas is available);
- Painted softwood curtain battens to each window (where construction is traditional as opposed to timber frame)

Appendix 4

Plans





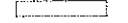
PLANNING

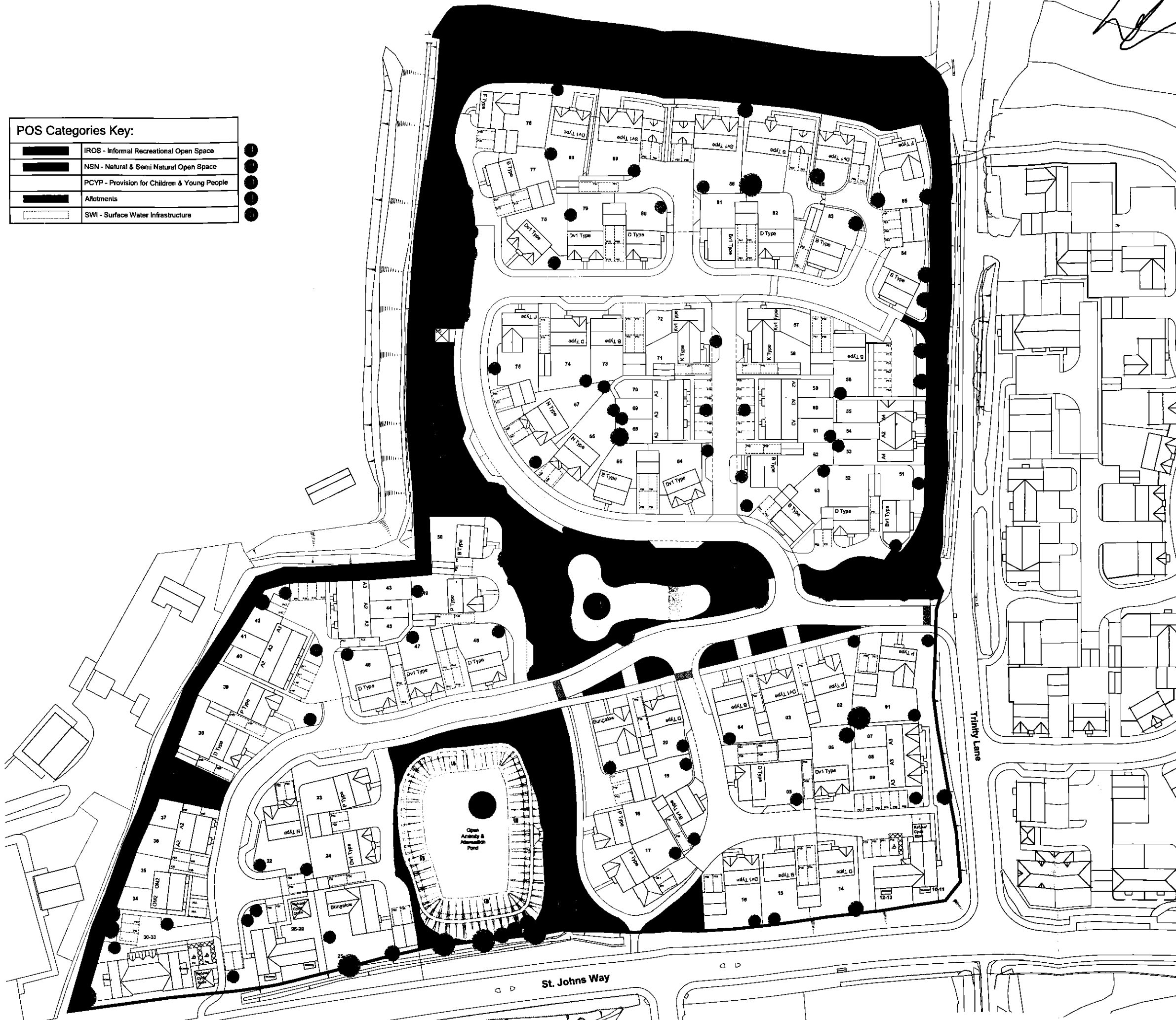


Revision			
Client:	COTSWOLD HOMES	Scales:	1:1250 @A3
Site Address:	LAND OFF TRINITY LANE, CHIPPING SODBURY SOUTH GLOUCESTERSHIRE	Project Number:	740
Drawing Title:	LOCATION PLAN	Drawing Number:	100
Date:	JUNE 2020	Drawn by:	OT
		Revision:	

	 <p>Chartered Institute of Architectural Technologists</p>	 <p>Trower Davies Architectural Consultants</p>	<p>8 Manor Park Mackenzie Way Cheltenham Gloucestershire GL51 9TX Tel: 01242 224247</p>
---	---	---	---

POS Categories Key:

	IROS - Informal Recreational Open Space
	NSN - Natural & Semi Natural Open Space
	PCYP - Provision for Children & Young People
	Allotments
	SWI - Surface Water Infrastructure



- Statutory approval to be received prior to commencement of works.
 - Existing ground information to be provided prior to any works.
 - Check / Issue purchase of existing services / drainage prior to new works.
 - Ensure no Easements / Rights of way exist on site prior to construction.
 - Do NOT start from the drawing. Check dimensions on site against site survey prior to any new works. Report and mark any discrepancies prior to any new building works.
 - Relevant Party Writ notice to be served and agreed before new works.
 - CDH Co-ordinator to be appointed with Health & Safety file in place prior to any new works.

1:500

0 10m 20m 30m 40m 50m

Revision:	Date:	Description:	By:
A	12.18.21	POS incorporated in front of 2, 3, 4, 20, 21	BT
B	25.11.21	SWI basin revised to separate category	BT

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POS AREAS


- 7589m²
- 1814m²
- 502m²
- 442m²
- 1926m²

TOTAL = 12,273m²

Note:
 Landscaping shown is indicative only, please refer to Tree Report and Landscaping Strategy Plans for existing and proposed planting.
 Refer to Drainage Strategy for storm & foul water proposals.

 **Trower Davies**
 Architectural Consultants

8 Manor Park
 Mackenzie Way
 Cheltenham
 Gloucestershire
 GL51 9TX
 Tel: 01242 224247

 **CIAT**
 Chartered Institute of
 Architectural Technologists

Client:
Cotswold Homes Ltd

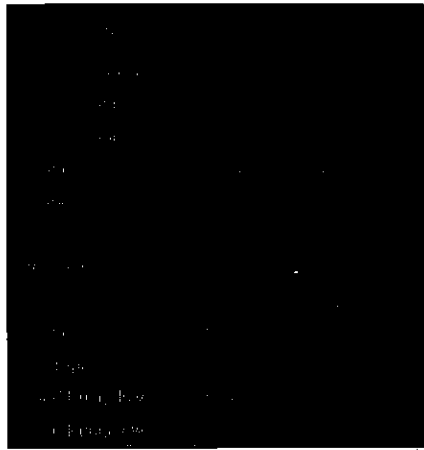
Site Address:
**Land off Trinity Lane, Chipping
 Sodbury, South Gloucestershire**

Drawing Title:
POS Categories Plan

Scale:	Date drawn:	Drawn by:
1:500	Sept '21	MJR

Project Number:	Drawing Number:	Revision:
740	108	B

Status:
P L A N N I N G



58no.

32no.

- ① 3m² maintenance zones min 4m wide to allow access to hedgerow for Management Co.
- ②
- ③

Allocation Area
Approx 387m²
Allocation Car
Park 95m²

Open
Amenity &
Alteration
Pond

St. Johns Way

Trinity Lane

Statutory approval to be received prior to commencement of works.
 Planning approval to be obtained prior to any works.
 Check precise positions of existing services / drainage prior to new works.
 Do not excavate / dig / remove any existing services / drainage prior to construction.
 Do not start any new works until the survey prior to any works. Report any discrepancies prior to any new building works.
 Statutory Party Wall notices to be served and agreed before new works.
 CDM Co-responsible to be appointed with Health & Safety file in place prior to any new works.

GJB
COTSWOLD
HOMES

1:500
0 10m 20m 30m 40m 50m

Revision:	Date:	Description:	By:
A	Feb'21	Orientation of Plots 13-15 altered to suit application committee request.	OT
B	24.05.21	Layout developed	MJR
C	11.06.21	Sheet layout adjusted	MJR
D	15.07.21	POG areas added	MJR
E	29.07.21	Trinity Lane footpath removed	MJR
F	25.08.21	Updates following planning submission & comments	BT
G	12.10.21	POG incorporated in front of 2, 3, 4, 20, 21	BT
H	04.11.21	Affordable schedule revised. Shared ownership units reallocated.	BT
J	25.11.21	Path widened into play area. Hedge omitted to side of plots 1 & 7-9 & 10-13.	BT
K	10.01.21	Adopted highway footpath revised around LAP & to the front of plots 51-55	BT
L	16.02.22	Blue Affordable Housing hatching indicated to plots 28-29	BT
M	21.02.22	Blue Affordable Housing hatching indicated to parking bays 53-54-55 & driveway	BT

Ownership Key:

	Private ownership
	Affordable ownership
	Proposed Adopted Highways
	Adopted Highway Verge
	Management Company

Tenure Mix:

	Affordable Housing
	Open Market Housing
	Shared Ownership unit

Note:
Landscaping shown is indicative only, please refer to Tree Report and Landscaping Strategy Plans for existing and proposed planting.

Refer to Drainage Strategy for storm & foul water proposals.

Trower Davies
Architectural Consultants

8 Manor Park
Mackenzie Way
Cheltenham
Gloucestershire
GL51 9TX
Tel: 01242 224247

CIAT
Chartered Institute of
Architectural Technologists

Client:
Cotswold Homes Ltd

Site Address:
**Land off Trinity Lane, Chipping
Sodbury, South Gloucestershire**

Drawing Title:
Ownership Plan

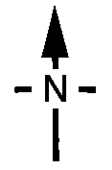
Scale: 1:500 Date drawn: July '20 Drawn by: MJR

Project Number: 740 Drawing Number: 102 Revision: M

Status:
P L A N N I N G

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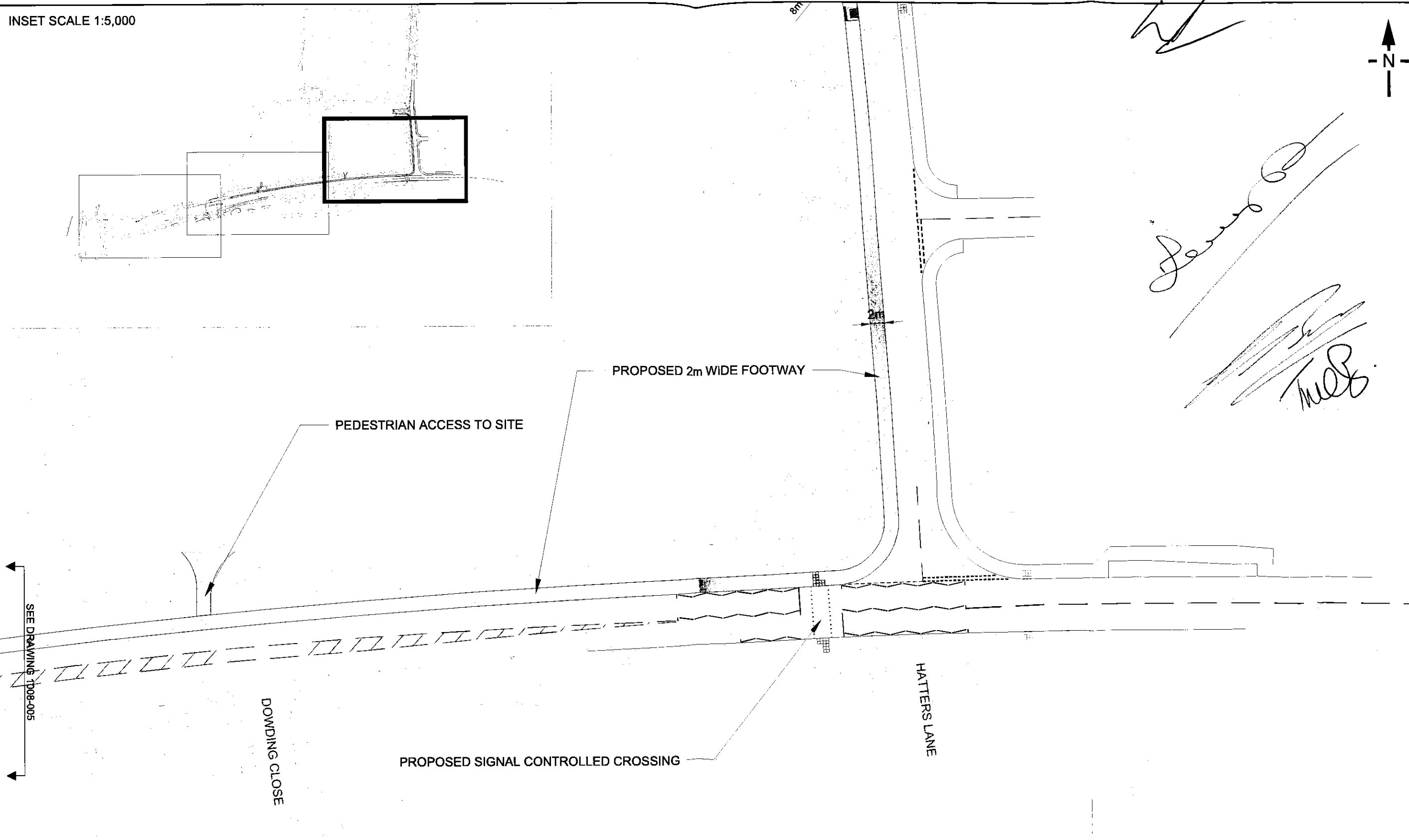
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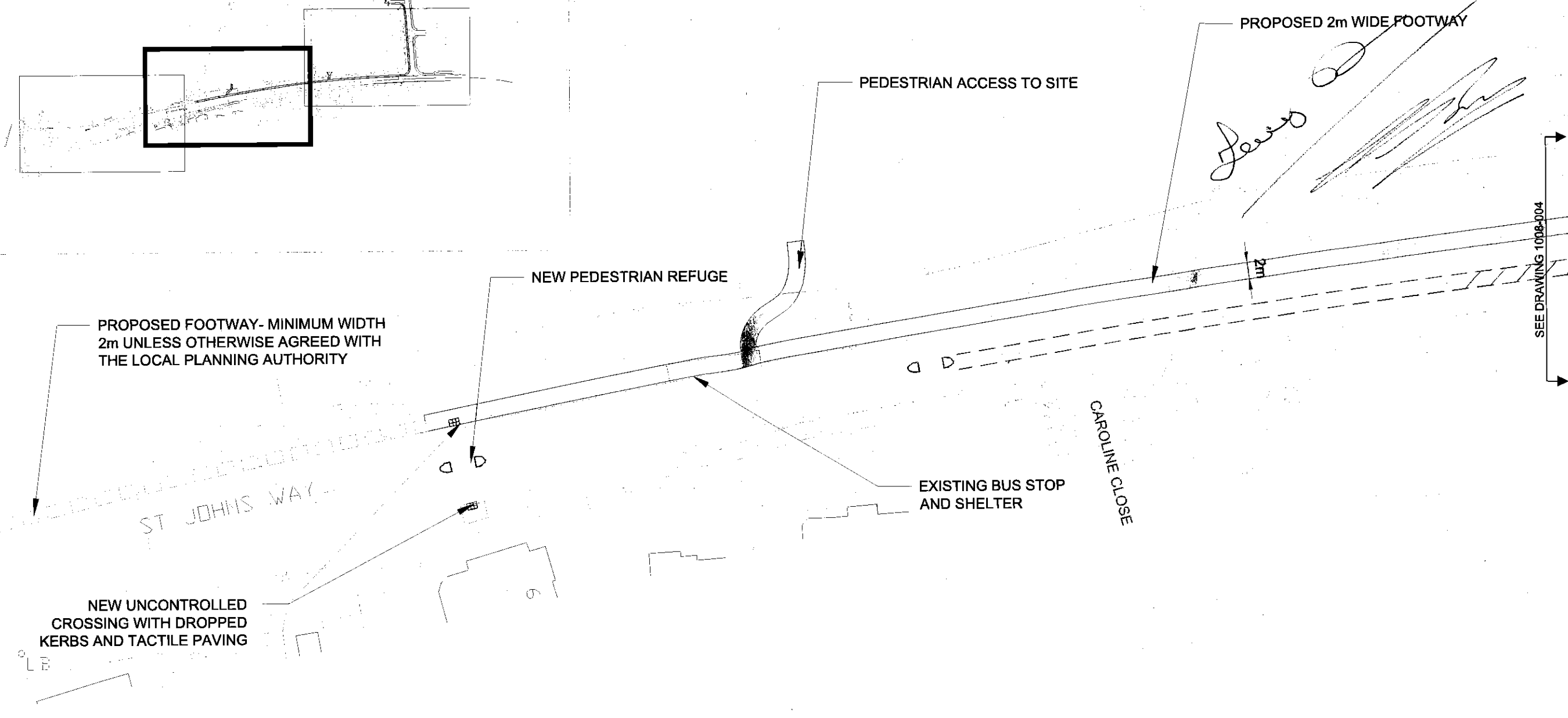
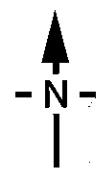
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REV	DESCRIPTION	DR	CH	PA	DATE
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B	MINOR AMENDMENTS	BE	SM	SM	11/21

TRINITY LANE, CHIPPING SODBURY					COTSWOLD HOMES	
ST JOHNS WAY					 KEY TRANSPORT CONSULTANTS LTD 26 BERKELEY SQUARE BRISTOL BS8 4HP Tel : 0117 920 9430 E-mail : info@key-transport.com	
SHEET 1 OF 3						
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						REV.
						B

INSET SCALE 1:5,000



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SEE DRAWING 1008-006

SEE DRAWING 1008-004

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B	MINOR AMENDMENTS	BE	SM	SM	11/21
C	MINOR AMENDMENTS	BE	SM	SM	11/21
D	MINOR AMENDMENTS	BE	SM	SM	11/21
REV		DR	CH	PA	DATE

TRINITY LANE, CHIPPING SODBURY

ST JOHNS WAY
SHEET 2 OF 3

COTSWOLD HOMES



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26 BERKELEY SQUARE
BRISTOL
BS8 1HP
Tel : 0117 920 9430
E mail : info@key-transport.com

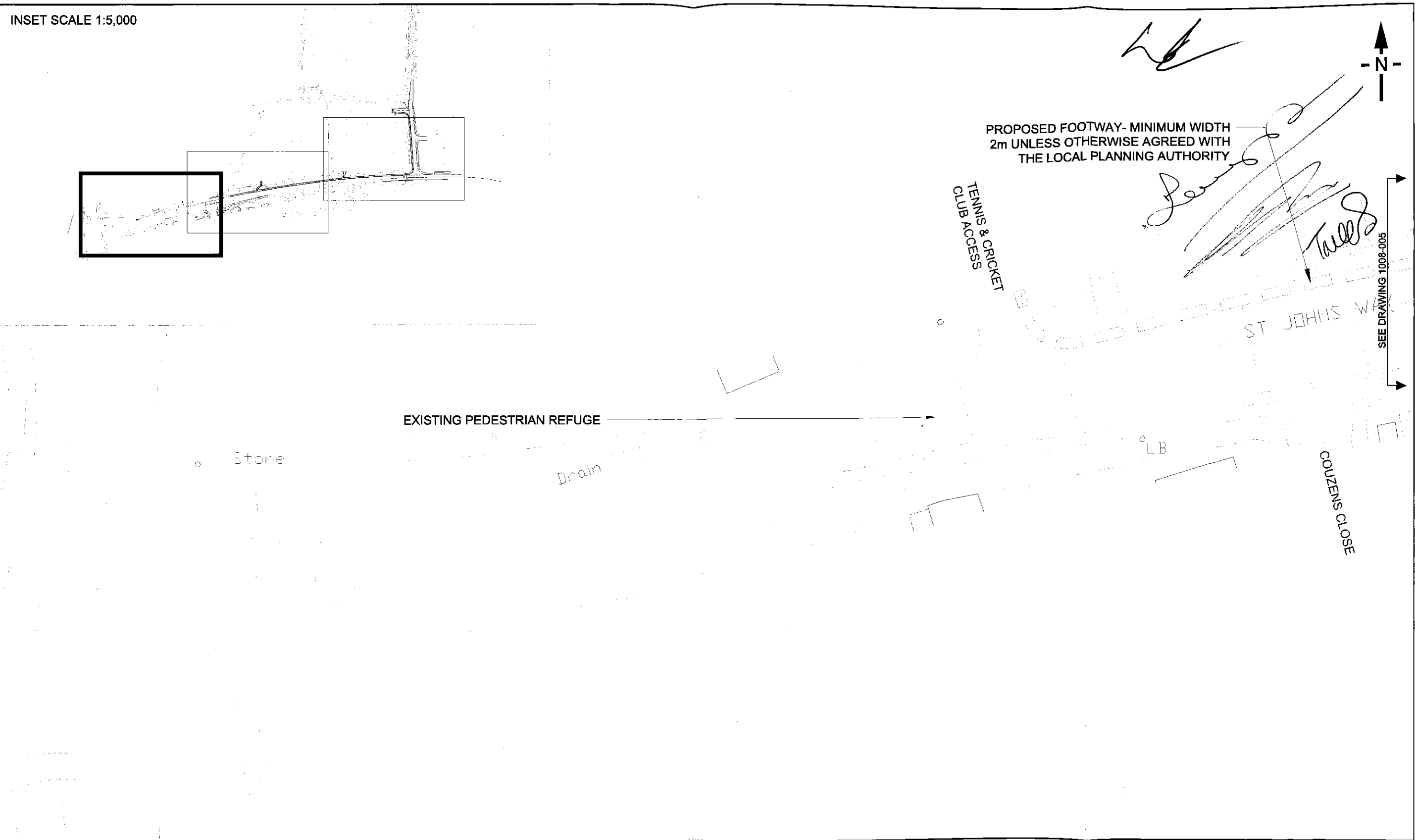
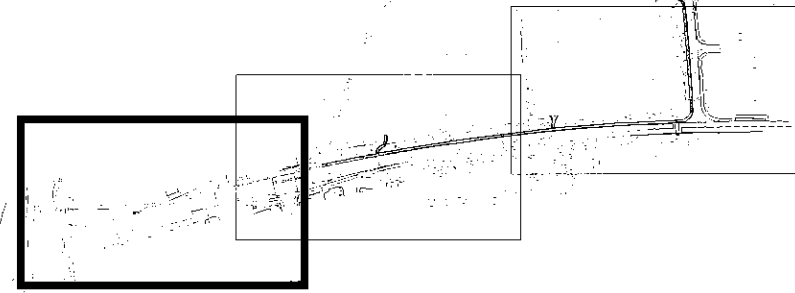
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1008-005	D

Tracy

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PROPOSED FOOTWAY - MINIMUM WIDTH 2m UNLESS OTHERWISE AGREED WITH THE LOCAL PLANNING AUTHORITY

TENNIS & CRICKET CLUB ACCESS

ST JOHNS WAY

COTSWOLD HOMES

EXISTING PEDESTRIAN REFUGE

Stone

Drain

LB

SEE DRAWING 1008-005

TRINITY LANE, CHIPPING SODBURY

COTSWOLD HOMES

ST JOHNS WAY
SHEET 3 OF 3



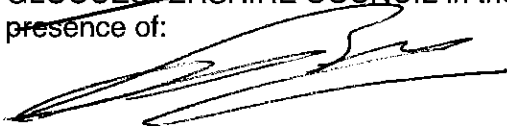
KEY TRANSPORT CONSULTANTS LTD
26 BERKELEY SQUARE
BRISTOL
BS8 1HP
Tel : 0117 920 9430
E-mail : info@key-transport.com

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BE	SM	SM	DEC 20	1:500	PRELIMINARY

DRAWING NUMBER	REV.
1008-006	D

EXECUTED AS A DEED BY AFFIXING THE)
COMMON SEAL of SOUTH)
GLOUCESTERSHIRE COUNCIL in the)
presence of:



SIGNED AS A DEED by STANLEY MAXWELL)
ALDEN BALL in the presence of:)

Signature of witness CE Korzenietz

Name of witness: CAROLYNNE KORZENIETZ

Address of witness: LA FALAISE, 9 OLD TIEBURN HOUTH RD
DASHHILL EX7 0AZ.

Occupation of witness:

HOMEMAKER.

SIGNED AS A DEED by ZENA TERRY
BOULTON in the presence of:



Signature of witness Turner

Name of witness: TRACEY TURNER

Address of witness: 46 PYE CROFT, BRADLEY STONE
BRISTOL, BS32 0EB

Occupation of witness: DEALERSHIP ACCOUNTANT

EXECUTED AS A DEED BY)
COTSWOLD HOMES LIMITED in the presence)
of:)



Signature of witness J.D.

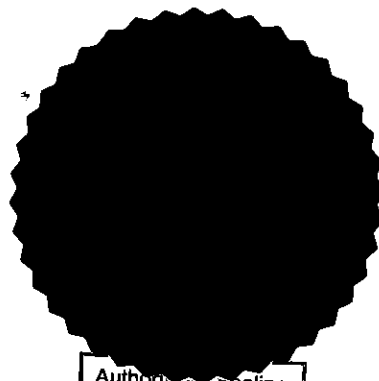
Name of witness: James Durant

Address of witness: 15 Stanshaw Close, Franchay, Bristol

Occupation of witness: Town Planner

EXECUTED AS A DEED BY AFFIXING THE)
COMMON SEAL of SOUTH)
GLOUCESTERSHIRE COUNCIL in the)
presence of:

Tweed
Solicitor



Authority to Sealing
Comm Min/Del Power
Seal Reg No 25170