

## SCHEDULE 4

## Landowners' Covenants with the Council Regarding Phase TWO

## 1. AFFORDABLE HOUSING

- 1.1 Prior to Commencement of Development on Phase Two the Phase Two Affordable Housing Scheme (which has been subject to the relevant viability review in accordance with Schedule 8) shall be submitted to the Council in writing for approval.
- 1.2 That no more than 75% of the Market Dwellings in Phase Two shall be Occupied until all the Affordable Dwellings in Phase Two have been constructed in accordance with the Planning Permission and the approved Phase Two Affordable Housing Scheme and made ready for residential Occupation and written notification has been received by the Council.
- 1.3 The Landowners shall construct the Affordable Housing and offer to transfer the Affordable Housing prior to Occupation of no more than 75% of the Market Dwellings in Phase Two to the Affordable Housing Provider nominated by the Landowners and agreed by the Council at no cost to the Council (such approval not to be unreasonably withheld).
- 1.4 That the transfer to the Affordable Housing Provider shall be in accordance with paragraph 1.5 below and should the Affordable Housing Provider be a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with the Homes and Communities Agency on terms that accord with relevant funding requirements of the Homes and Communities Agency current at the date of construction of the Affordable Housing.
- 1.5 The Transfer shall contain inter alia the following:
  - 1.5.1 a grant in favour of the Affordable Housing Provider of all rights of access passage of Services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings;
  - 1.5.2 reservation of all rights of access and passage of Services and rights of entry reasonably necessary for the beneficial enjoyment of the Affordable Housing;
  - 1.5.3 a covenant by the Affordable Housing Provider not to use the transferred Affordable Housing other than for the purposes of providing Affordable Housing in perpetuity and to allocate the Affordable Housing in accordance with the provisions of the Nomination Agreement a draft of which is attached to this Deed.

- 1.6 The Affordable Dwellings shall be either Affordable Rent Dwellings (including Social Rent Dwellings) or Intermediate Dwellings or a combination thereof in accordance with the Phase Two Affordable Housing Scheme and no variation shall be permitted without the prior consent of the Council's Principal Housing Officer (Strategy & Development).
- 1.7 All Affordable Housing must be constructed to comply with the Homes and Community Agency's Design and Quality Standards Second Edition 2008 in terms of design, space and layout or any successor or replacement thereto or such other standard as may be agreed in writing by the Council and all Extra Care Dwellings must meet the design principles of the Housing Our Ageing Population Report (2012) (HAPPI 2) or any successor or replacement thereto or such other standards as may be agreed between the Council and the Landowners/Affordable Housing Provider.
- 1.8 From the date of Practical Completion of the Affordable Dwellings in Phase Two they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
- 1.8.1 any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
  - 1.8.2 any Chargee provided that the Chargee shall have first complied with the Chargee's duty at 1.9 below and
  - 1.8.3 any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor
- 1.9 The Chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than two months' and one week's prior notice to the Council of its intention to dispose and:
- 1.9.1 in the event that the Council responds within two months from receipt of the notice indicating that arrangements for the transfer of the Affordable Dwellings (on the basis the chargee can recover or have the Affordable Housing Provider take responsibility for any outstanding debt) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangement and use its best endeavours to secure such transfer
  - 1.9.2 if the Council does not serve its response to the notice served under sub-paragraph 1.9.1 of this schedule within the two months then the

Chargee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this schedule

- 1.9.3 If the Council or any other person cannot within two months of the date of service of its response under sub-paragraph 1.9.1 of this schedule secure such transfer then provided that the Chargee shall have complied with its obligations under sub-paragraph 1.9.1 of this schedule the Chargee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this schedule PROVIDED ALWAYS that the chargee shall not be required to act contrary to the charge or in a way which means that the debt protected by the mortgage or charge shall not be repaid in full.

## **2. COMMUNITY FACILITY**

- 2.1 The Landowners covenant to submit a Community Facility Scheme and in the event that the Community Facility is to be provided as part of the Development the Community Facility Specification to the Council for agreement prior to Commencement of Development in Phase Two.
- 2.2 If the agreed Community Facility Scheme provides for the delivery of Community Facility as part of the Development then the Landowners covenant to deliver the Community Facility prior to Occupation of the 250<sup>th</sup> Dwelling in Phase Two in accordance with the agreed Community Facility Specification.
- 2.3 If the approved Community Facility Scheme provides for the payment of the Community Facility Contribution 50% of the Community Facility Contribution (together with any Indexation) shall be paid prior to Occupation of the last Dwelling in Phase Two.

## **3. CRICKET FACILITY**

- 3.1 The Landowners covenant to submit a Cricket Facility Scheme and the Cricket Facility Specification to the Council for agreement prior to Commencement of Development in Phase Two.
- 3.2 The Landowners will employ a specialist consultant approved by the England and Wales Cricket Board and Institute of Groundsmanship (or such other body as appropriate and agreed between the Landowners and the Council) to oversee the pitch design and construction.
- 3.3 The Landowners covenant to deliver the Cricket Facility on the Land in accordance with the approved Cricket Facility Specification prior to Occupation of the 150<sup>th</sup> Dwelling in Phase Two in accordance with the agreed Cricket Facility Specification.

- 3.4 On completion of the Cricket Facility to the reasonable satisfaction of the Council the Landowners shall procure the future maintenance of the Cricket Facility in accordance with the approved Cricket Facility Scheme.

**4. OUTDOOR SPORTS CONTRIBUTION AND OUTDOOR SPORTS MAINTENANCE CONTRIBUTION**

- 4.1 The Landowners covenant to pay £24,252 of the Outdoor Sports Contribution (together with any Indexation) and £748 of the Outdoor Sports Maintenance Contribution to the Council (together with any indexation) prior to the Occupation of the 40<sup>th</sup> Dwelling in Phase Two
- 4.2 The Landowners covenant to pay £24,252 of the Outdoor Sports Contribution (together with any Indexation) and £748 of the Outdoor Sports Maintenance Contribution to the Council (together with any indexation) prior to the Occupation of the 120<sup>th</sup> Dwelling in Phase Two
- 4.3 The Landowners covenant to pay £14,552 of the Outdoor Sports Contribution (together with any Indexation) and £448 of the Outdoor Sports Maintenance Contribution to the Council (together with any indexation) prior to the Occupation of the 160<sup>th</sup> Dwelling in Phase Two

**5. OPEN SPACE**

- 5.1 Prior to Commencement of Development in Phase Two the Landowners shall submit to the Council the Open Space Scheme and the Management and Maintenance Programme for Phase Two for approval
- 5.2 Not to Commence Development on Phase Two unless and until the Open Space Scheme and the Management and Maintenance Programme for Phase Two have been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed) in accordance with the approved Site Wide Landscaping Scheme.
- 5.3 Unless otherwise agreed in writing between the Landowners and the Council, not to Occupy or permit the Occupation of more than 50% of the Dwellings in Phase Two until 50% of the Open Space in Phase Two has been laid out and completed entirely in accordance with the approved Open Space Scheme for Phase Two
- 5.4 Unless otherwise agreed in writing between the Landowners and the Council, not to Occupy or permit the Occupation of more than 75% of the Dwellings in Phase Two until 100% of the Open Space in Phase Two has been laid out and completed entirely in accordance with the approved Open Space Scheme for Phase Two

- 5.5 To comply with the Compliance and Inspection Scheme in respect of the Open Space in Phase Two
- 5.6 On the date of Open Space Final Completion for Phase Two the Open Space in Phase Two shall be adopted by the Council
- 5.7 Within 20 Working Days of Open Space Final Completion for Phase Two the Landowners shall deliver the Open Space Transfer for the Open Space within Phase Two to the Council released for completion (unless the parties agree an alternative timescale)
- 5.8 That upon any transfer of the Open Space in Phase Two to the Council the Landowners shall pay to the Council the Phase Two Open Space Maintenance Contribution (together with any Indexation) in respect of future maintenance.

**The Landowners covenant with the County Council in relation to Phase Two**

**6. PUBLIC TRANSPORT CONTRIBUTION**

- 6.1 The Landowners covenant to pay the Public Transport Contribution to the County Council (together with any Indexation) prior to the Occupation of the 150<sup>th</sup> Dwelling in Phase Two.

**7. PRIMARY EDUCATION CONTRIBUTION**

- 7.1 The Landowners covenant to pay £450,000 of the Primary Education Contribution to the County Council (together with any Indexation) prior to the Occupation of the 40<sup>th</sup> Dwelling in Phase Two
- 7.2 The Landowners covenant to pay £300,000 of the Primary Education Contribution to the County Council (together with any Indexation) prior to the Occupation of the 80<sup>th</sup> Dwelling in Phase Two
- 7.3 The Landowners covenant to pay £450,000 of the Primary Education Contribution to the County Council (together with any Indexation) prior to the Occupation of the 120<sup>th</sup> Dwelling in Phase Two
- 7.4 The Landowners covenant to pay £400,000 of the Primary Education Contribution to the County Council (together with any Indexation) prior to the Occupation of the 160<sup>th</sup> Dwelling in Phase Two
- 7.5 The Landowners covenant to pay £500,000 of the Primary Education Contribution to the County Council (together with any Indexation) prior to the Occupation of the 200<sup>th</sup> Dwelling in Phase Two

8. The Landowners covenant with the Councils in relation to this Phase Two that they will not Occupy nor permit Occupation of more than the specified number of Dwellings unless and until any payment instalment or other obligation related to that specific number of Dwellings has been paid to the respective Councils or complied with as the case may be