

DATED

20<sup>th</sup> August

2019

**HARBOURSIDE INVESTMENTS LIMITED**

and

**SAFEWAY STORES LIMITED**

and

**THE LONDON BOROUGH OF HILLINGDON**

**PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED  
POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT  
41 - 67 HIGH STREET YIEWSLEY MIDDLESEX UB7 7QQ  
PLANNING APPLICATION NUMBER: 2370/APP/2018/2793**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/KM/014309



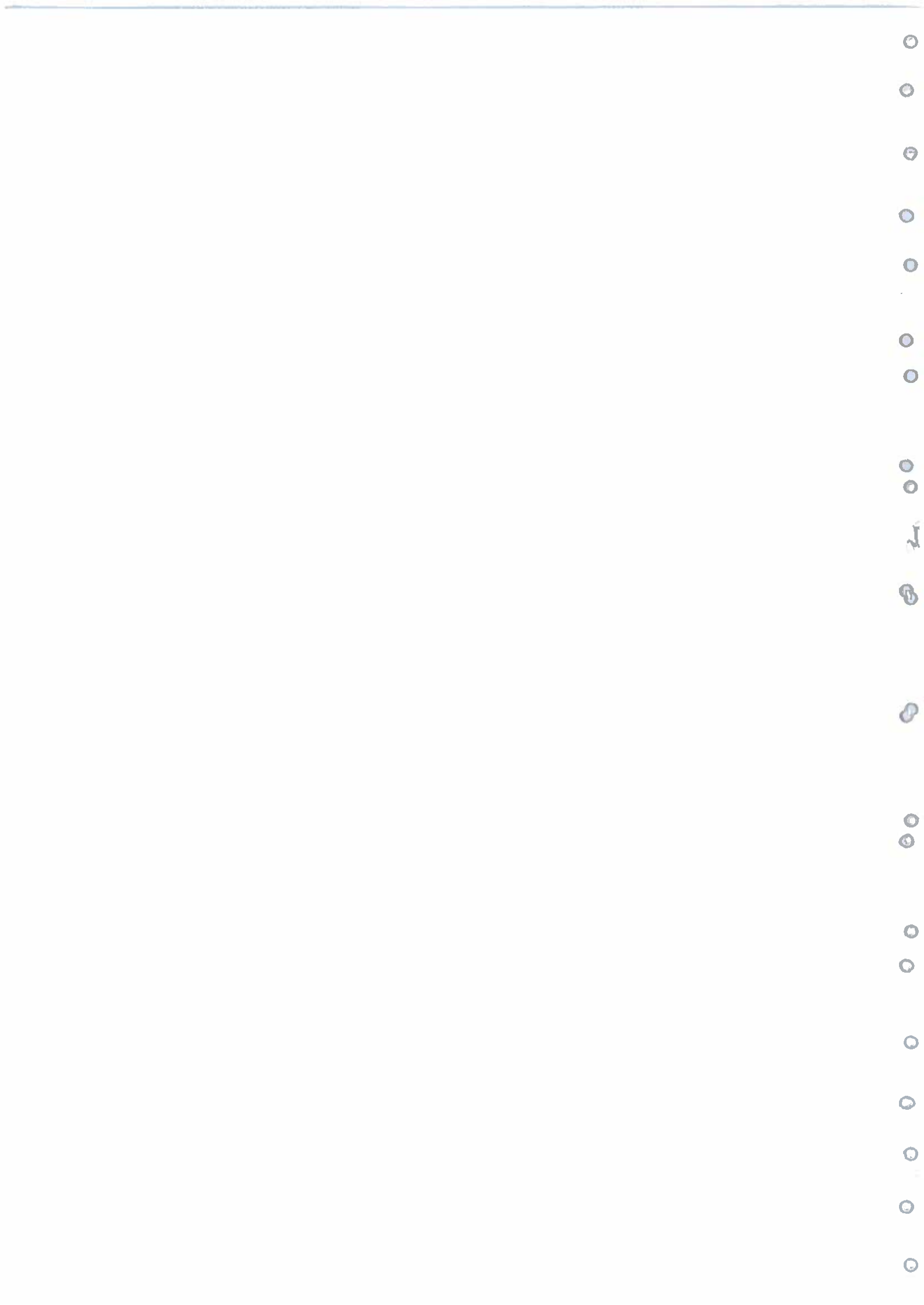
**THIS PLANNING OBLIGATION BY DEED** is dated 28<sup>th</sup> August 2019

And is made **BETWEEN**:

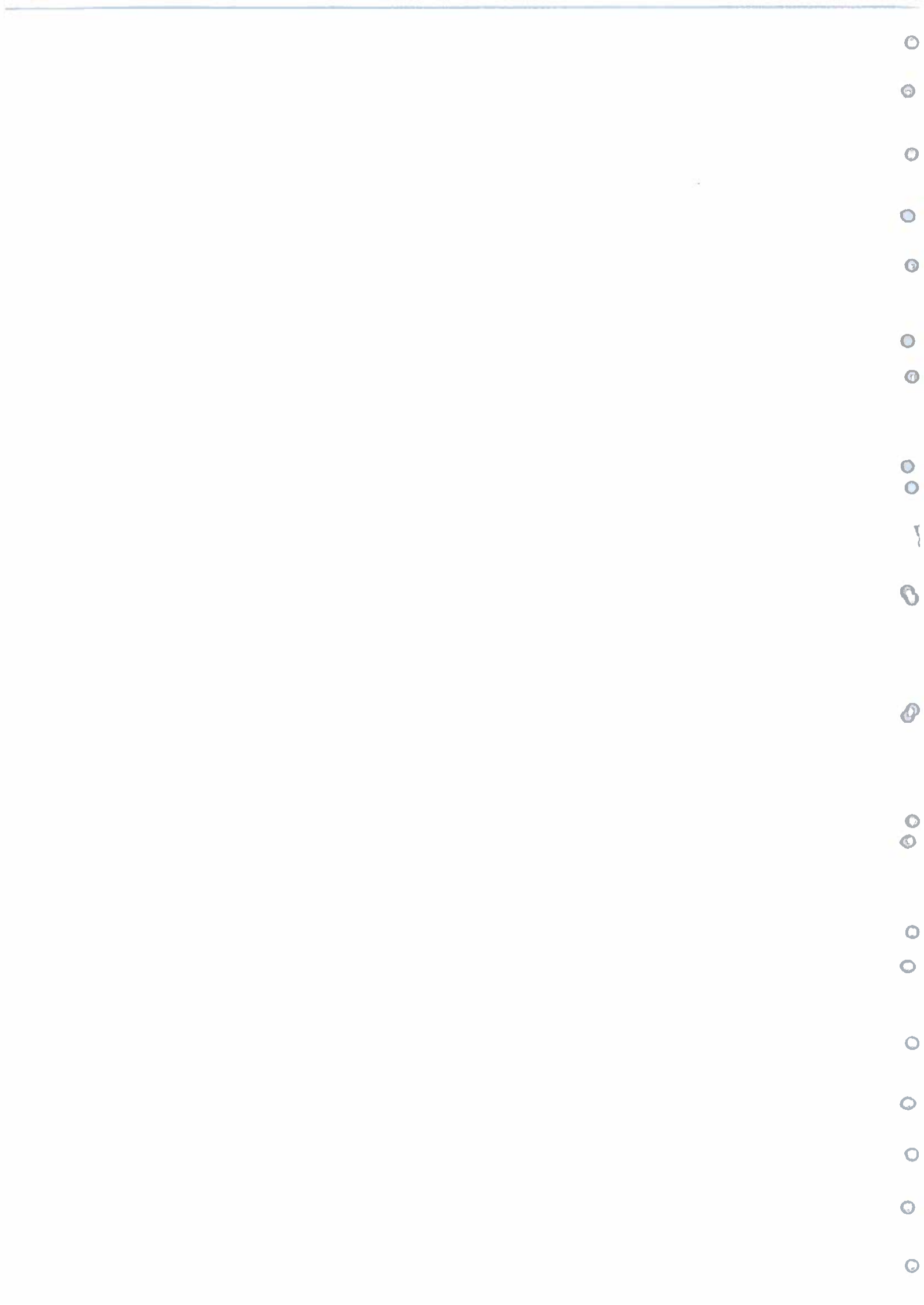
1. **HARBOURSIDE INVESTMENTS LIMITED** (Company Number: 04611210) a company incorporated in England and Wales whose registered office is situated at The White House, 2 Meadow, Godalming, GU7 3HN ("the Owner");
2. **SAFeway STORES LIMITED** (Company Number: 00746956) a company incorporated in England and Wales whose registered office is situated at Hilmore House, Gain Lane, Bradford, West Yorkshire, BD3 7DL ("Safeway"); and
3. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")

## **BACKGROUND**

- A The Council is the local planning authority for the purposes of the 1990 Act in respect of the Site and by whom the obligations in this Deed are enforceable.
- B The Owner has the freehold interest in the Site registered under Title No. AGL62634 at the Land Registry pursuant to a transfer dated 1 February 2019 which is at the date of this Deed pending registration at the Land Registry.
- C The Owner intends to develop the Site pursuant to the Planning Permission.
- D On 1 February 2019 Safeway took a 125 year leasehold interest in the Site which is at the date of this Deed pending registration at the Land Registry to be registered under Title No. AGL467648.
- E On 30 July 2018 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- F The Council resolved at its Major Planning Applications Committee meeting on 30 January 2019 to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Deed.
- G The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of



the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.



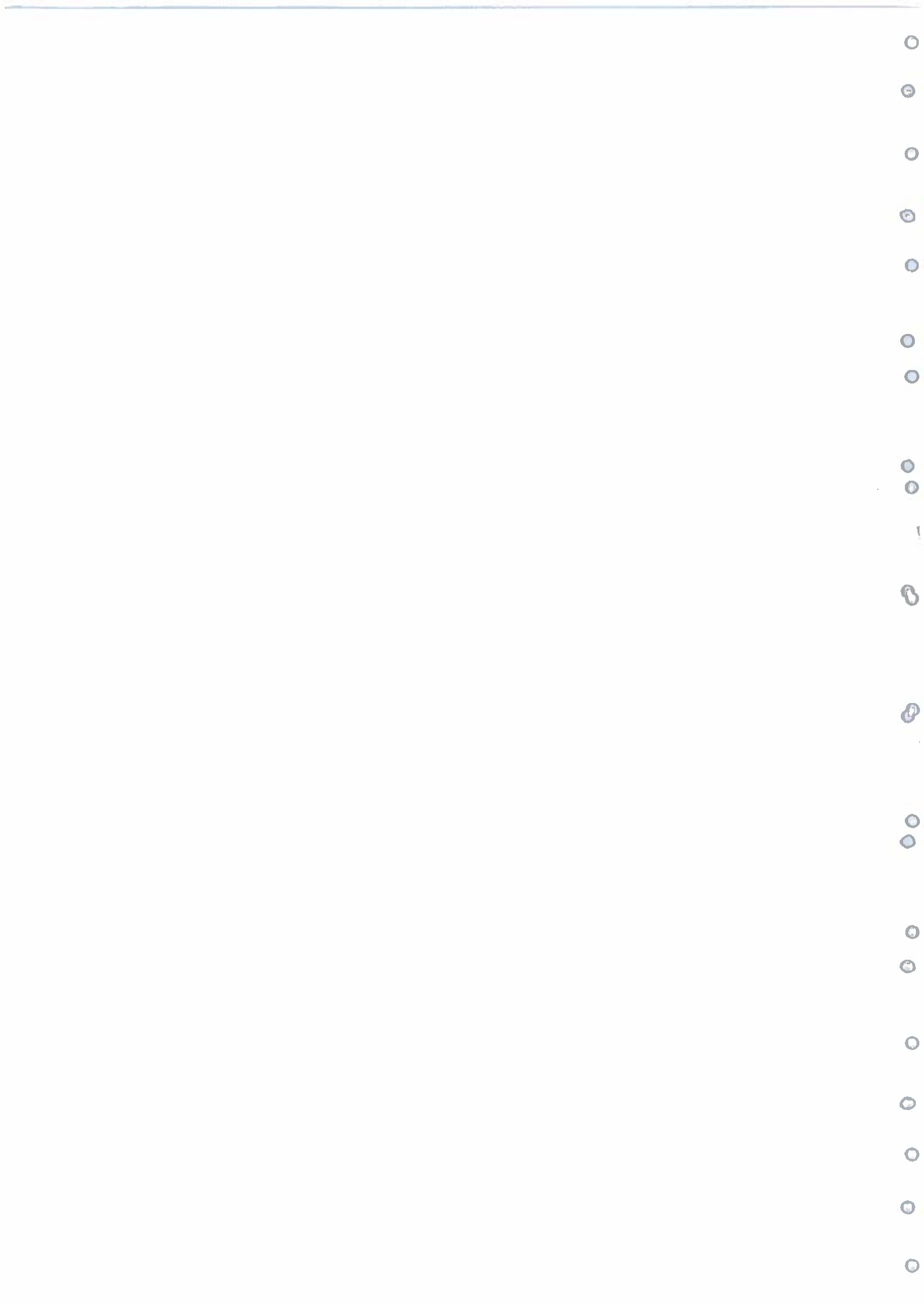
**THIS DEED WITNESSES AS FOLLOWS:-**

**OPERATIVE PROVISIONS**

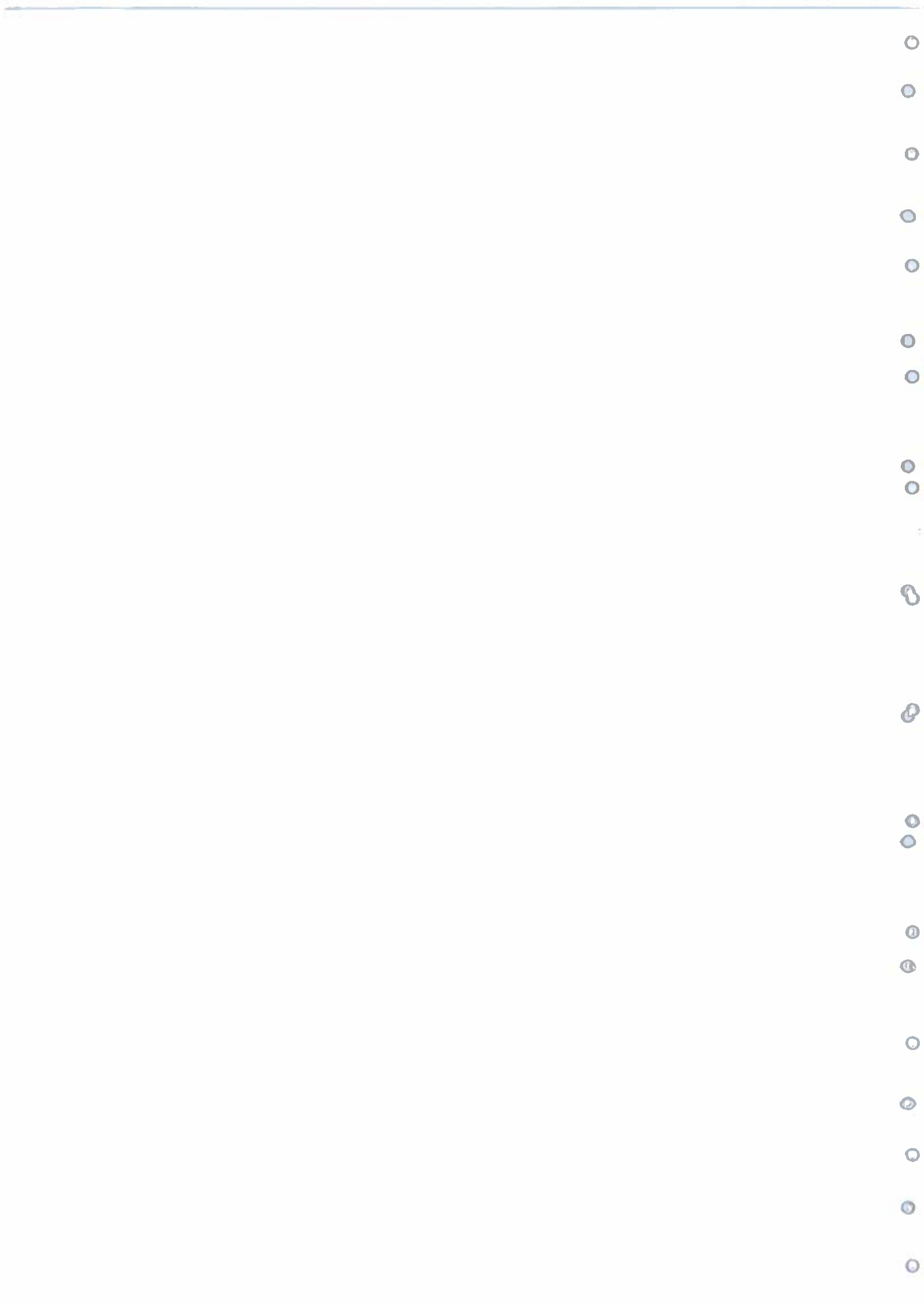
**1. INTERPRETATION**

1.1 For the purposes of the recitals and this Deed, the following words and expressions shall have the following meaning:

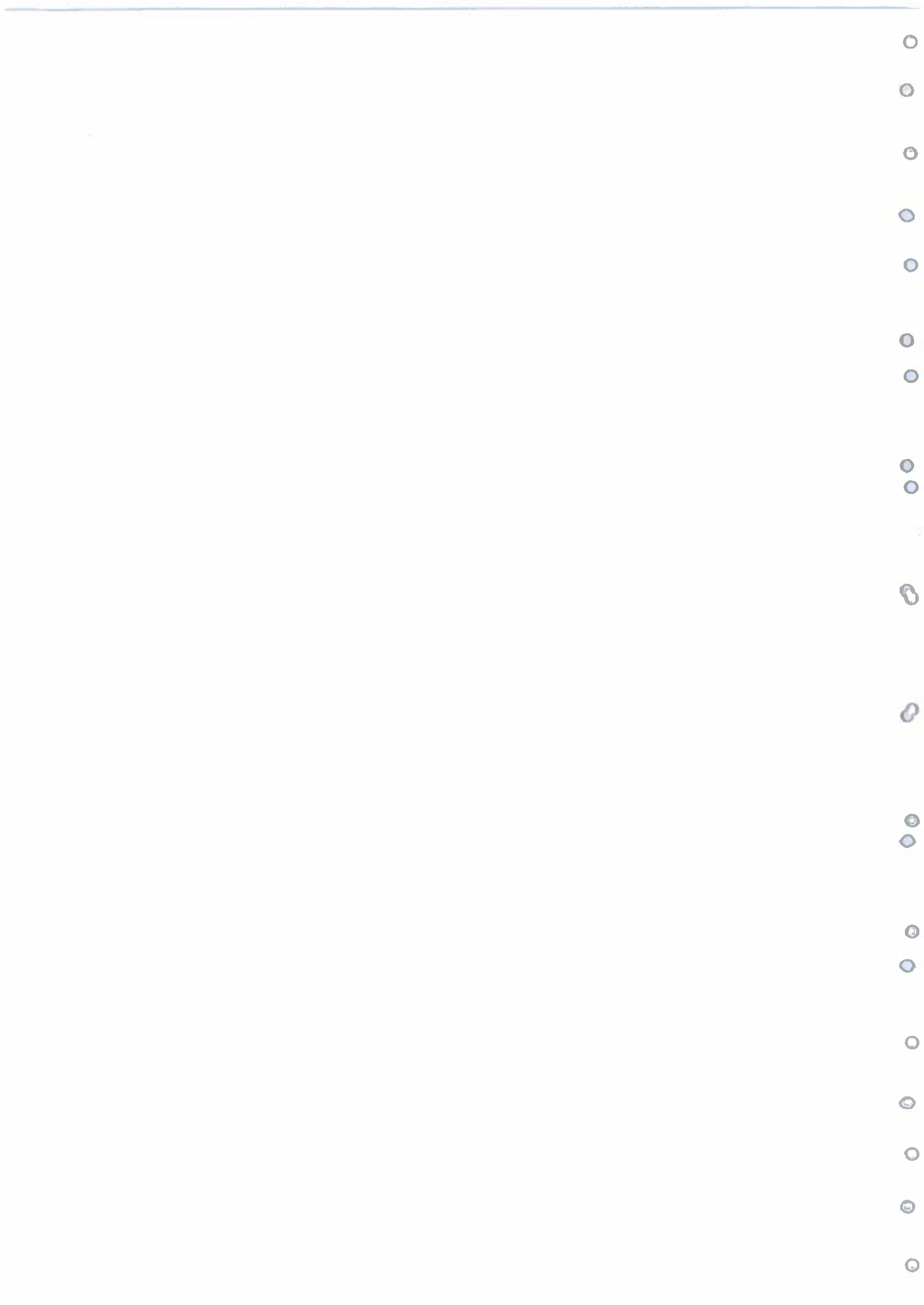
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| <b>"1980 Act"</b>                             | means the Highways Act 1980;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"1990 Act"</b>                             | means the Town and Country Planning Act 1990;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>"Additional Affordable Housing Scheme"</b> | <p>means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 2 of Schedule 3 of this Deed detailing the Additional Affordable Housing Units to be provided and which:</p> <p>(a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s) (applying Formula 2);</p> <p>(b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;</p> <p>(c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;</p> <p>(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if</p> |



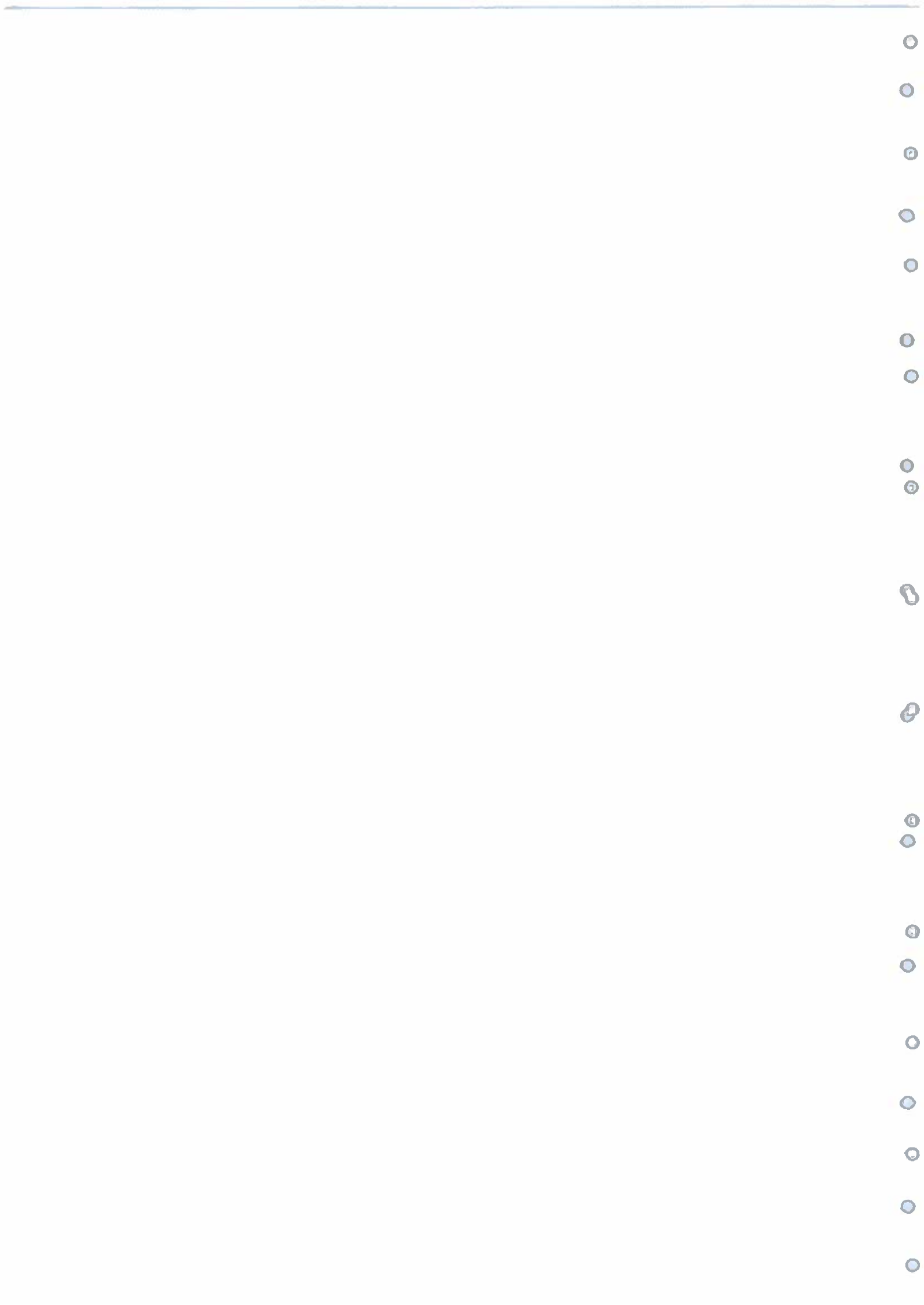
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|                                              | <p>paragraph 4.6 of Part 2 of Schedule 3 applies;</p> <p>(e) confirms how the Additional Affordable Housing Units will be delivered and secured in perpetuity and only occupied in accordance with the approved scheme; and</p> <p>(f) confirms how the Additional Affordable Housing Units will be managed to ensure they are retained and used in perpetuity as Affordable Housing;</p>                                          |
| <b>"Additional Affordable Housing Units"</b> | means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 4 of Part 2 of Schedule 3 of this Deed;                                                                                                                                                                                                                              |
| <b>"Affordable Housing"</b>                  | <p>means housing including London Affordable Rented Housing, London Living Rent Housing, and London Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing should:</p> <p>(a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and</p> |



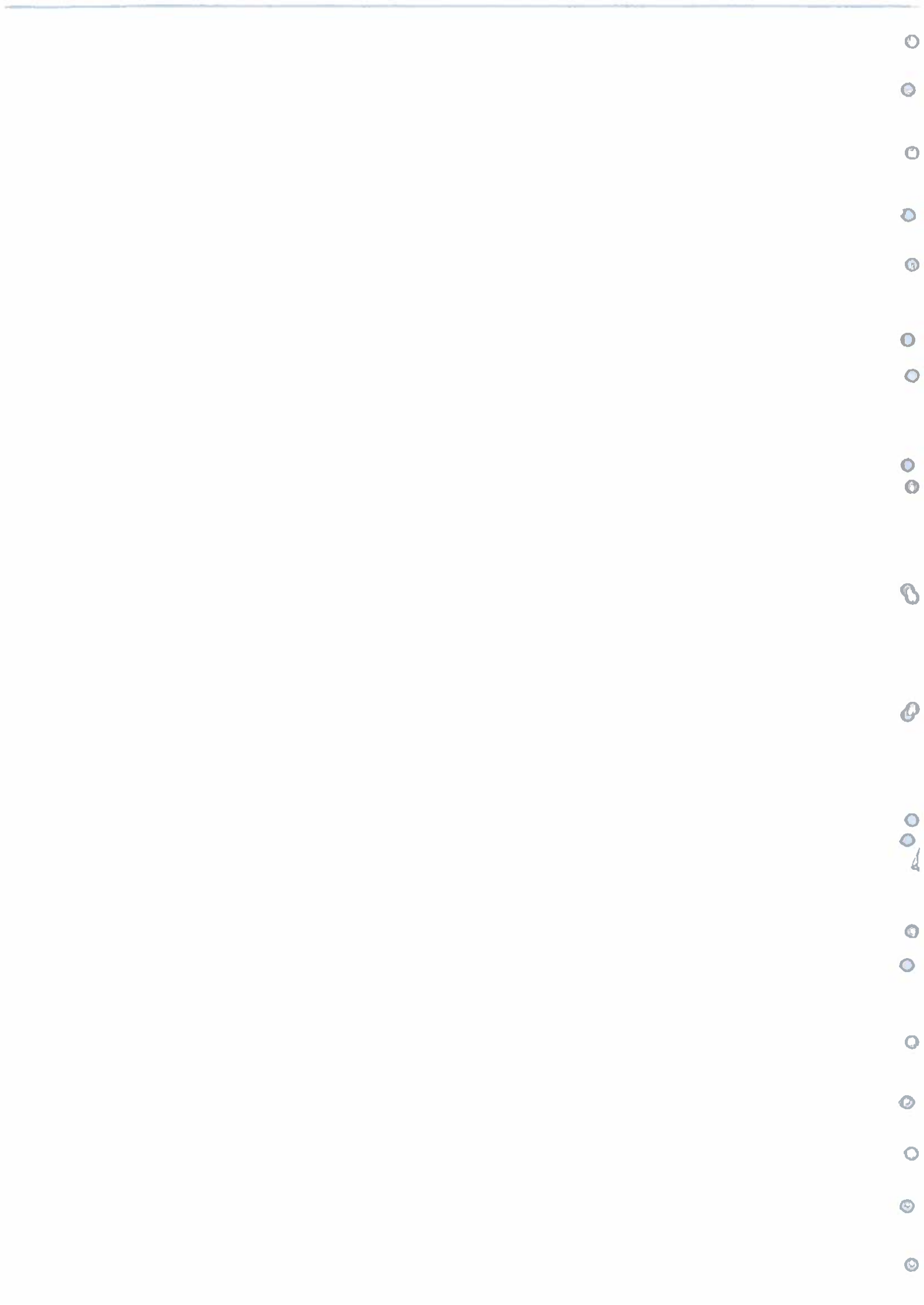
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|                                                 | <p>(b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963) to be provided in accordance with Schedule 2 and Schedule 3 of this Deed;</p>                                                                                                                                              |
| <p><b>“Affordable Housing Tenure Split”</b></p> | <p>means:</p> <p>(a) means the 12 Affordable Housing Units comprising 45 Habitable Rooms to be made available for London Affordable Rented Housing in accordance with <b>Schedule 2</b>;</p> <p>(b) means the 18 Affordable Housing Units comprising 58 Habitable Rooms to be made available for London Living Rent Housing in accordance with <b>Schedule 2</b>; and</p> <p>(c) means the 12 Affordable Housing Units comprising 42 Habitable Rooms to be made available for Shared Ownership Housing in accordance with <b>Schedule 2</b>;</p> |



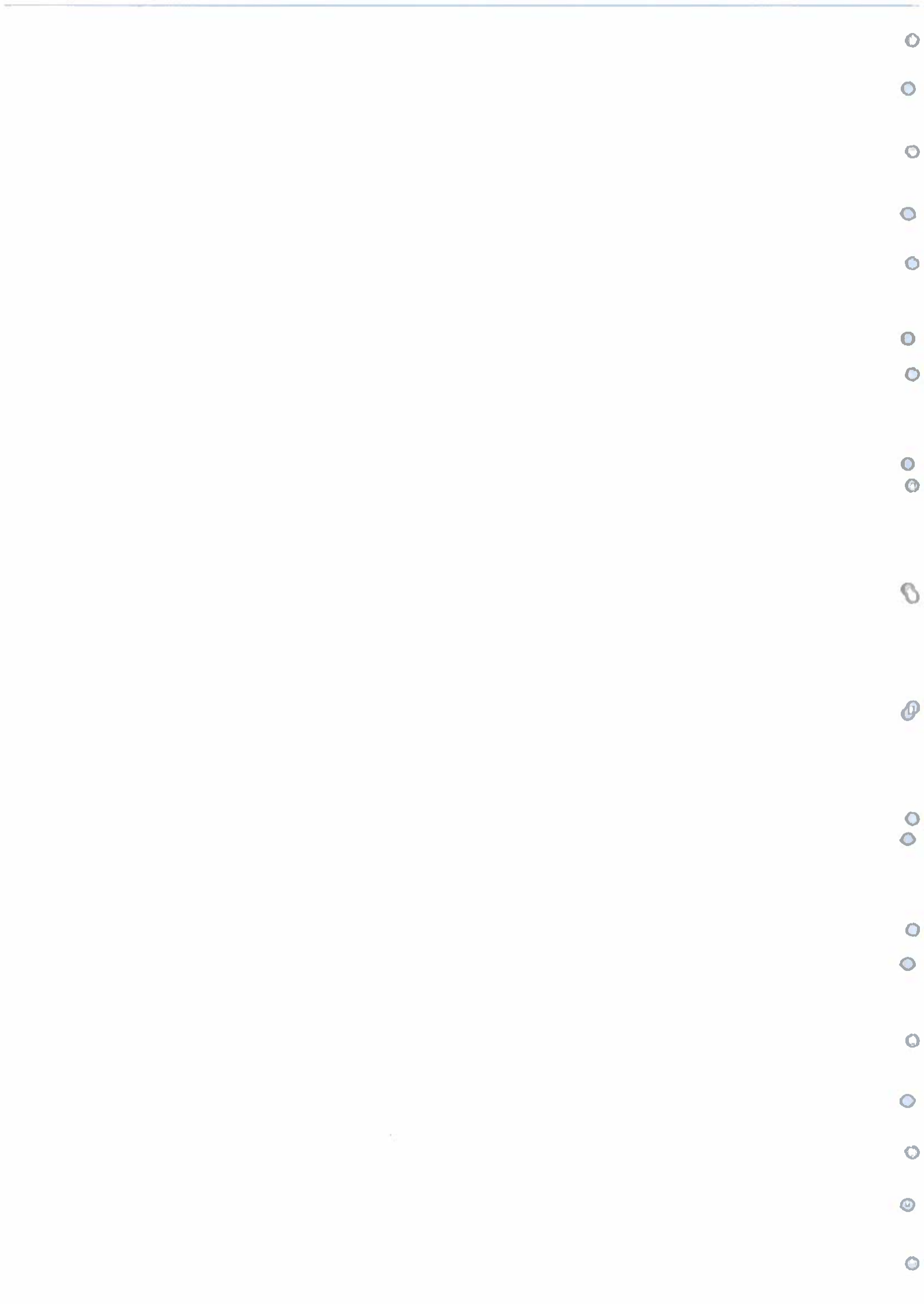
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| <b>"Affordable Housing Units"</b>                            | means 42 Dwellings, which shall be Affordable Housing to be constructed within the Development pursuant to <b>Schedule 2</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Air Quality &amp; Green Infrastructure Contribution"</b> | <p>means the Index Linked sum of twenty four, thousand four hundred and thirty five pounds (£24,435) to be used towards initiatives to improve air quality in the Authority's Area including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) the promotion of use of low emission technologies to reduce emissions;</li> <li>(b) trees and other green infrastructure; and</li> <li>(c) implementation of measures in the Council's Air Quality Action Plan 2004 (as amended).</li> </ul> <p>The contribution is to be made in accordance with <b>Schedule 5</b>;</p> |
| <b>"Authority's Area"</b>                                    | means the administrative area of the Council;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Average Intermediate Housing Value"</b>                  | means the average value of London Living Rent Housing and London Shared Ownership Housing floorspace per square metre at the relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;                                                                                                                                                                                                                                                                                                                 |



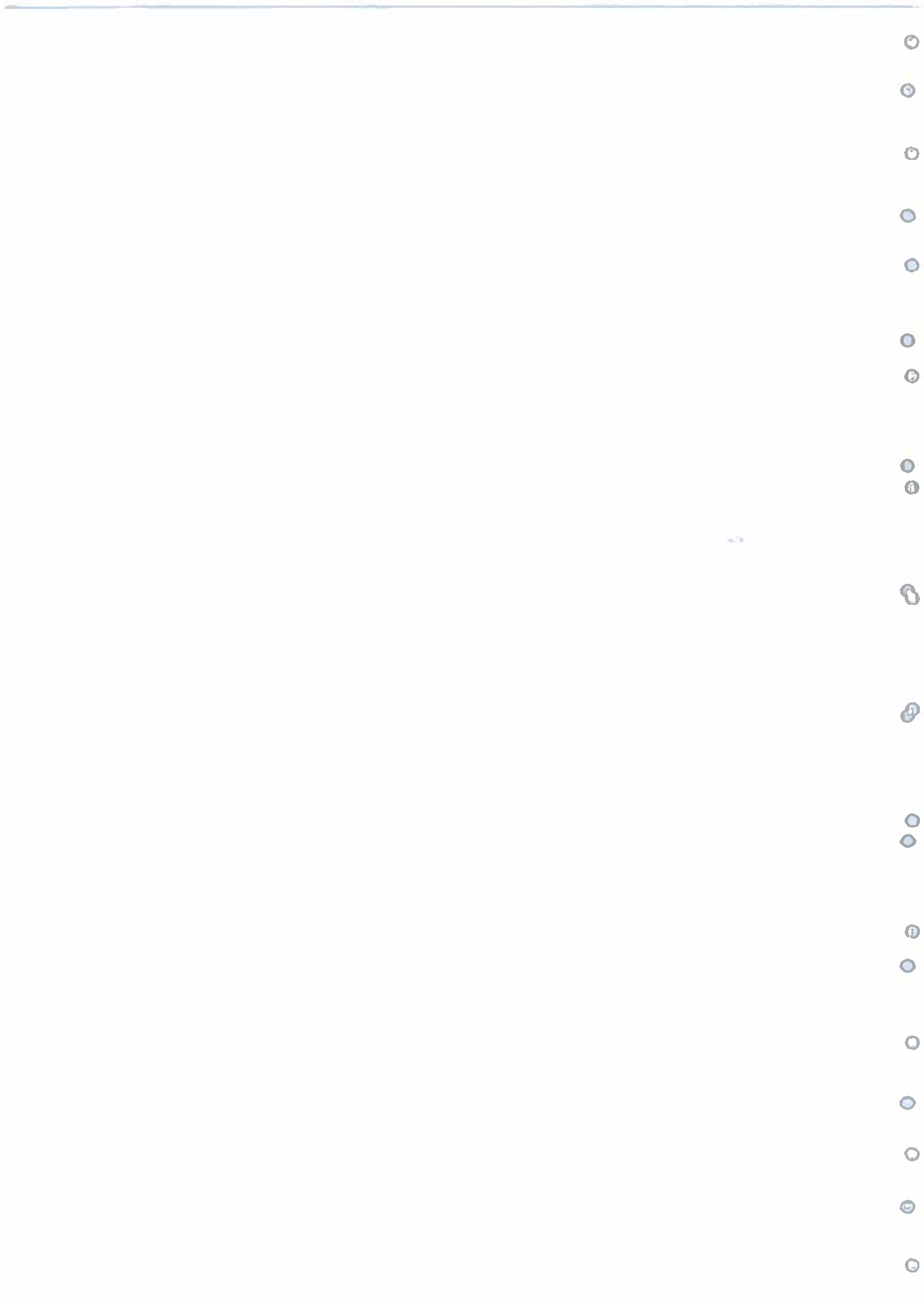
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| <b>"Average London Affordable Rented Housing Value"</b> | means the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"Average Open Market Housing Value"</b>              | means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>"Build Costs"</b>                                    | <p>means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) details of payments made or agreed to be paid in the relevant building contract;</li> <li>(b) receipted invoices;</li> <li>(c) costs certified by the Owner's quantity surveyor, costs consultant or agent;</li> </ul> <p>but for the avoidance of doubt build costs to exclude:</p> <ul style="list-style-type: none"> <li>(a) professional, finance, legal and marketing costs; and</li> <li>(b) all internal costs of the Owner including but not limited to project</li> </ul> |



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|                                             | management costs, overheads and administration expenses;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"BCIS TPI"</b>                           | means the Building Cost Information Service All-in Tender Price Index;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>"Canal and River Trust Contribution"</b> | <p>means the Index Linked sum of seventy thousand pounds (£70,000) which shall be received by the Council, and paid to the Canal and River Trust solely for the purpose of canal improvement works including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) the enhancement of the Grand Union Canal to include improvements to the Grand Union Canal towpath to Transport for London Quietway specification between the A408 High Street overbridge and a point 220 metres to the north west where St Stephen's Road bends away from the canal in a north east direction; and</li> <li>(b) the creation of a new formal pedestrian and cyclists access to the Grand Union Canal at the point to the east where St Stephen's Road starts to run parallel with the Canal as well as works to improve the existing formal pedestrian access where St Stephen's Road bends away from the canal in a north east direction,</li> </ul> <p>in accordance with <b>Schedule 9</b>;</p> |
| <b>"Canal and River Trust"</b>              | means the Canal and River Trust or any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



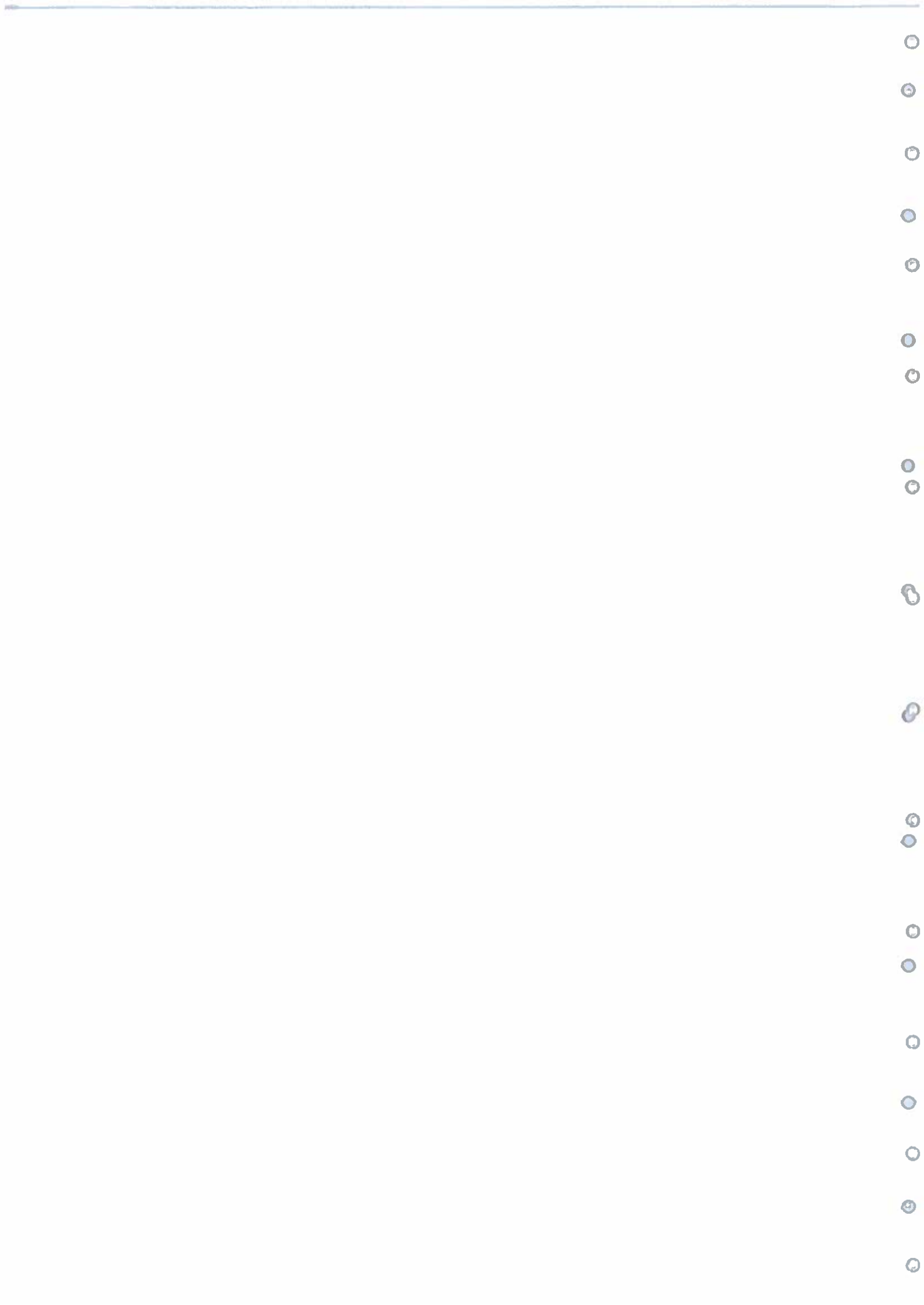
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|                                      | successor to the Canal and River Trust relevant to the functions of management and maintenance of the High Street Yiewsley Middlesex and its towpath(s);                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Canal and Towpath Land"</b>      | means the land belonging to the Canal and River Trust and subject of the Canal Improvement Works in the vicinity of the Site as shown on the <b>Plan</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Carbon Offset Contribution"</b>  | means the Index Linked sum of £186,318 (One hundred eighty six thousand, three hundred and eighteen pounds) referred to in <b>Schedule 6</b> as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development;                                                                                                                                                                                                                                                                                                 |
| <b>"Commencement of Development"</b> | <p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Deed) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>(a) site clearance;</li> <li>(b) demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>(c) archaeological investigations and works;</li> <li>(d) ground investigations;</li> <li>(e) site survey works;</li> </ul> |



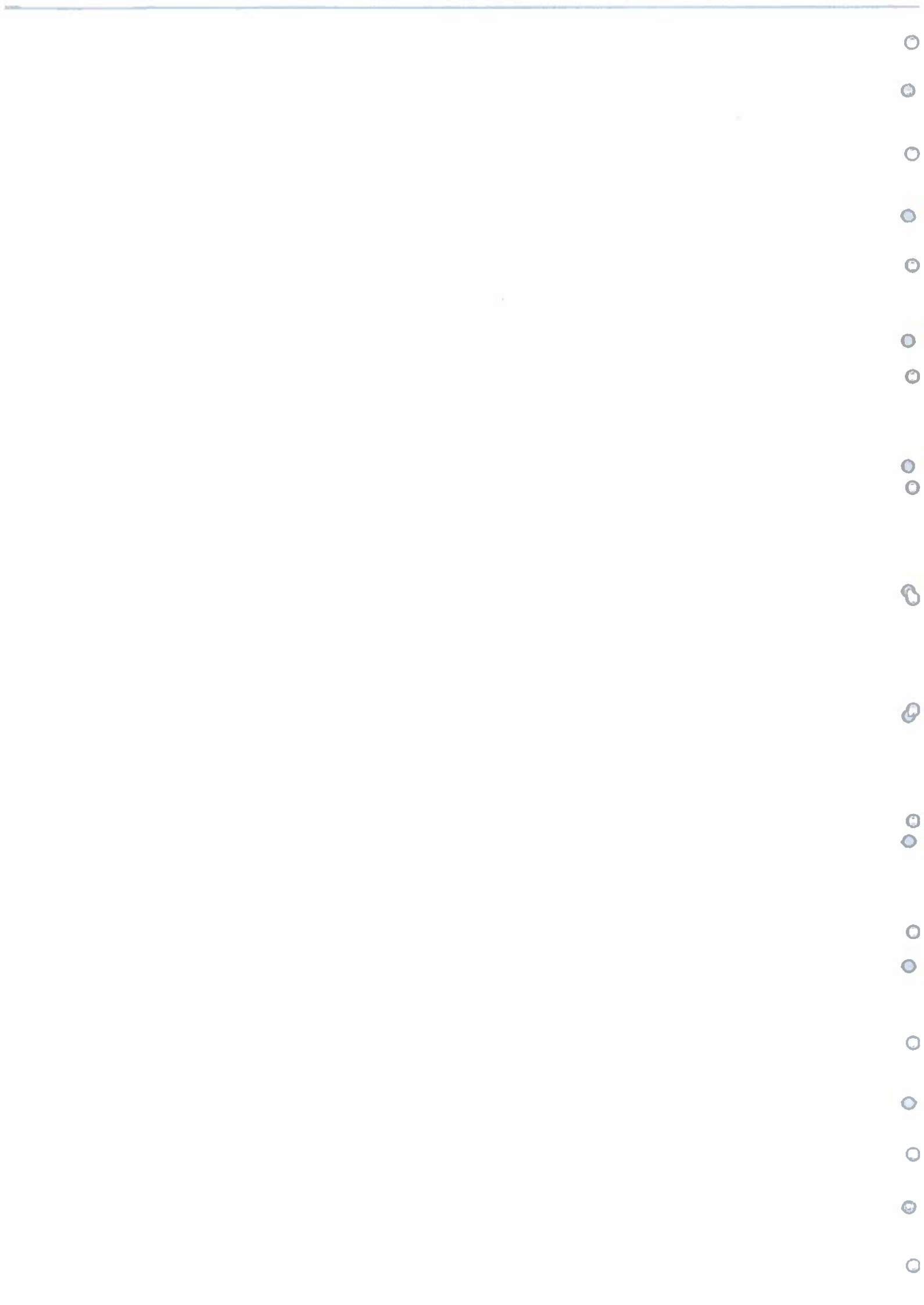
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|                                             | <p>(f) temporary access construction works;</p> <p>(g) preparatory or remediation works;</p> <p>(h) works for the laying termination or diversion of services;</p> <p>(i) the erection of any temporary means of enclosure or site notices;</p> <p>(j) decontamination works;</p> <p>(k) erection of any fences and hoardings around the Site; and</p> <p>(l) environmental site investigations</p> <p>and Commence and Commencement shall be construed accordingly;</p> |
| <b>"Component"</b>                          | <p>means a part of the Development including but not limited to:</p> <p>(a) Open Market Housing Units;</p> <p>(b) Affordable Housing Units;</p> <p>(c) Additional Affordable Housing Units (if any);</p> <p>(d) commercial units;</p> <p>(e) any other floorspace;</p> <p>(f) property; and</p> <p>(g) land;</p>                                                                                                                                                         |
| <b>"Construction Training Contribution"</b> | <p>means the sum calculated in accordance with the Council's Planning Obligations</p>                                                                                                                                                                                                                                                                                                                                                                                    |



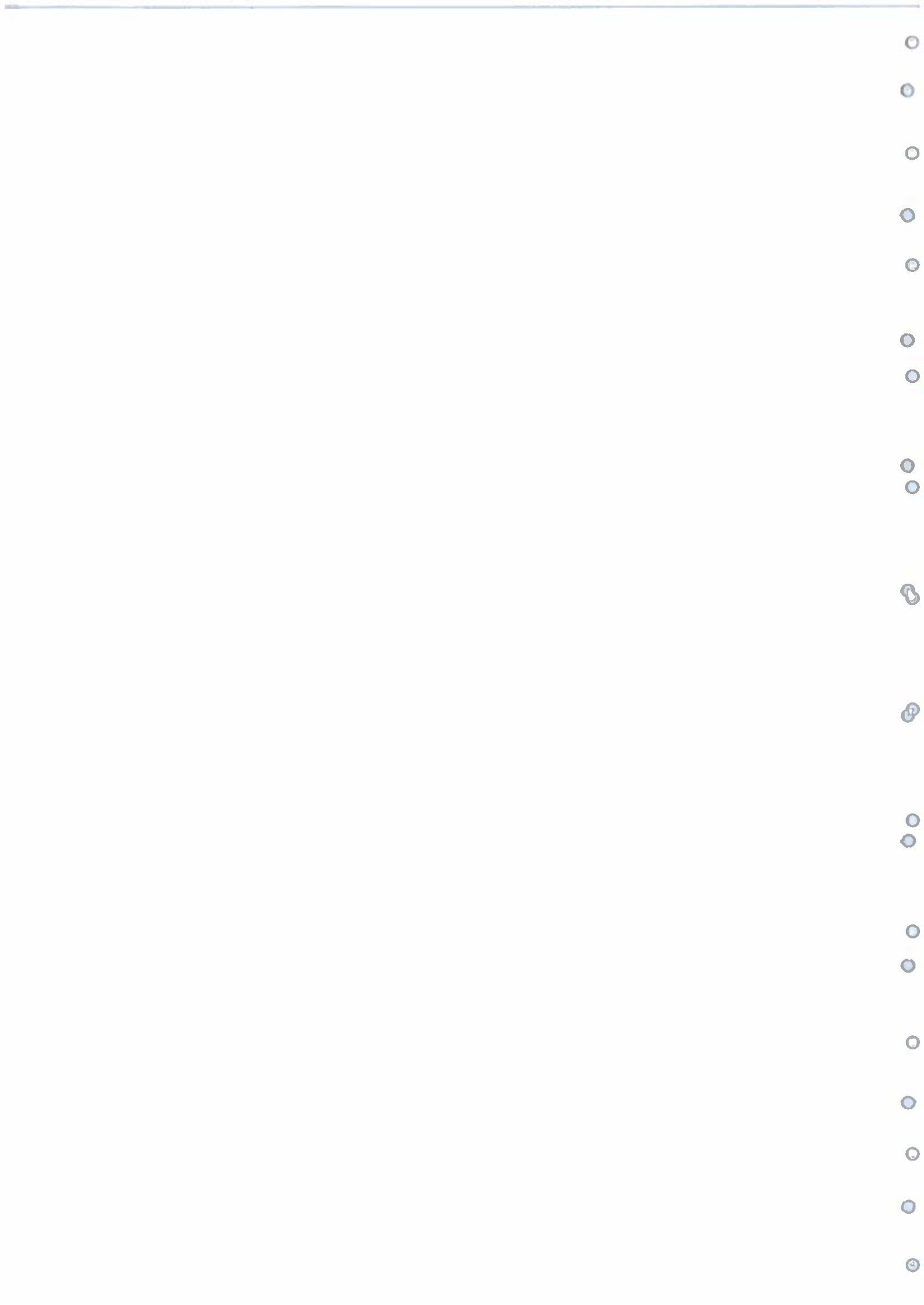
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|                                       | Supplementary Planning Document as at the date of this Deed and to be provided in accordance with <b>Schedule 7</b> and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;                                                                                    |
| <b>"Construction Training Scheme"</b> | means the construction training scheme to be implemented by the Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during the construction of the Development. This scheme referred to in <b>Schedule 7</b> being delivered in accordance with the construction training formula as contained within the Council's Planning Obligations Supplementary Planning Document (in terms of waged construction training places); |
| <b>"Co-ordinator Costs"</b>           | means the Index Linked sum of £9,556.66 (nine thousand five hundred and fifty six pounds and fifty six pence) to be used by the Council towards costs of co-ordinating the Construction Training Scheme in accordance with <b>Schedule 7</b> ;                                                                                                                                                                                                                             |
| <b>"Contributions"</b>                | means the Air Quality & Green Infrastructure Contribution, the Canal and River Trust Contribution, the Carbon Offset Contribution the Construction Training Contribution (if applicable);                                                                                                                                                                                                                                                                                  |



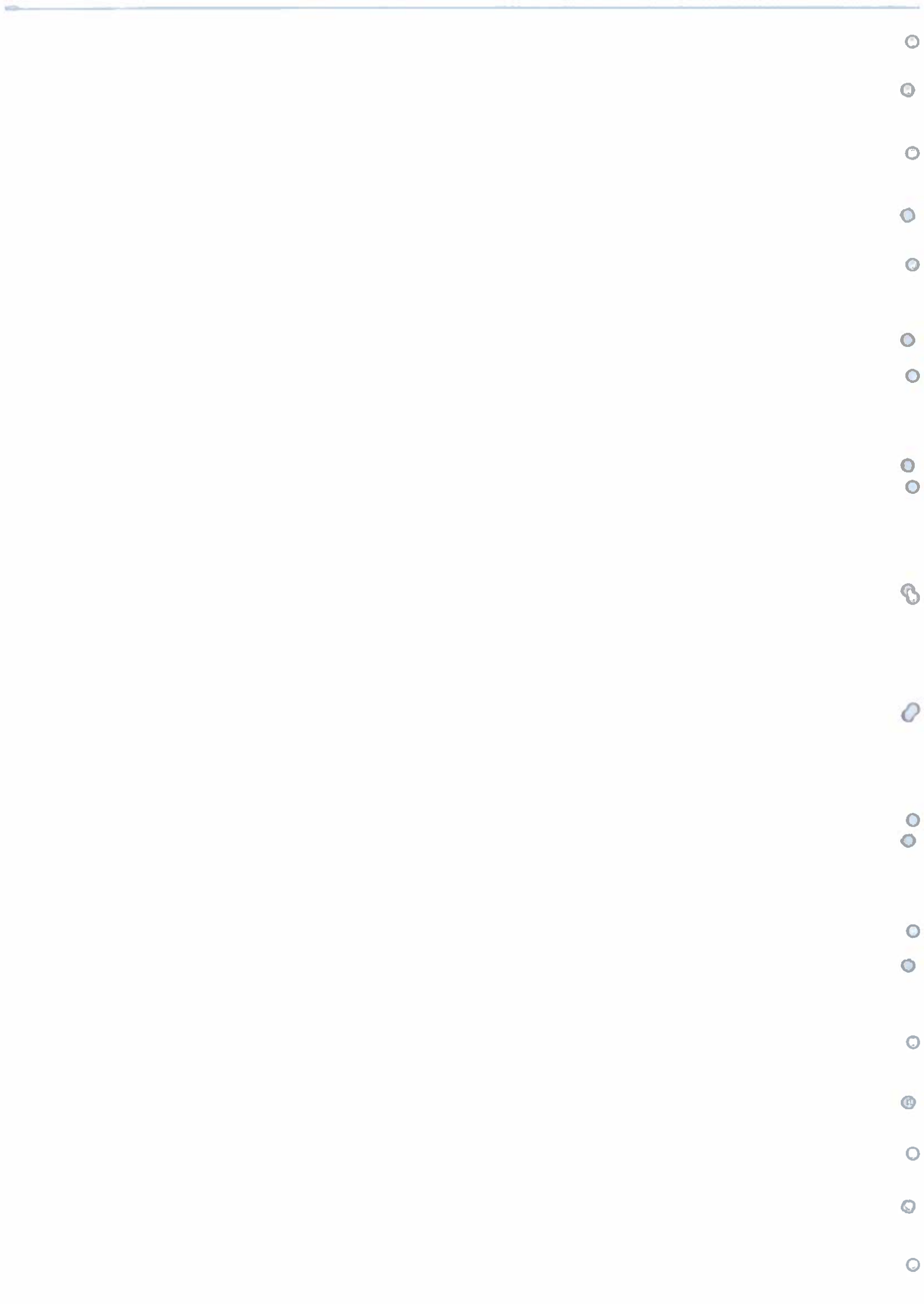
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| <b>"Cycle Parking Demand Review"</b>                              | means periodically counting the of number of bicycles parked to establish whether there are sufficient cycle parking spaces available to cater for demand in accordance with <b>Schedule 11</b> ;                                                                                                                                                                                                                                                   |
| <b>"Deputy Chief Executive and Director of Resident Services"</b> | means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role;                                                                                                                                                                                                                                                                                                     |
| <b>"Development Viability Information"</b>                        | <p>Means the information required by Formula 1a and Formula 2 being:</p> <ul style="list-style-type: none"> <li>(a) Estimated GDV;</li> <li>(b) Estimated Build Costs;</li> <li>(c) Average Open Market Housing Value;</li> <li>(d) Average London Affordable Rented Housing Value; and</li> <li>(e) Average Intermediate Housing Value;</li> </ul> <p>and including in each case supporting evidence to the Council's reasonable satisfaction;</p> |
| <b>"Development"</b>                                              | means the development of the Site pursuant to the Planning Permission as summarised in <b>Schedule 1</b> hereto;                                                                                                                                                                                                                                                                                                                                    |
| <b>"Disposal"</b>                                                 | <p>means:</p> <ul style="list-style-type: none"> <li>(a) the Sale of a Component(s) of the Development;</li> </ul>                                                                                                                                                                                                                                                                                                                                  |



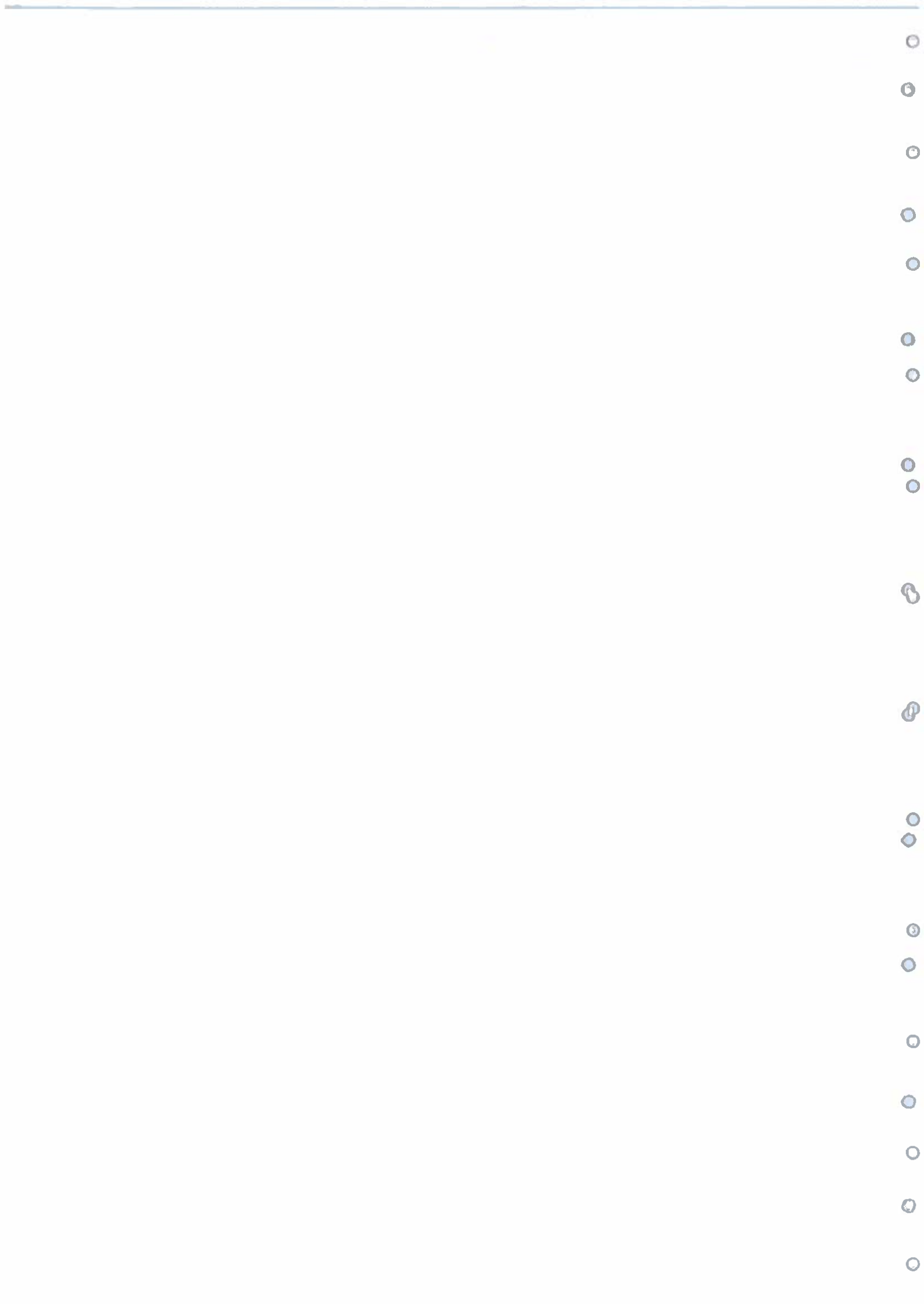
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|                             | <p>(b) the grant of a lease of a term of less than 125 years of a Component of the Development; or</p> <p>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development</p> <p>and <b>"Dispose"</b>, <b>"Disposals"</b> and <b>"Disposed"</b> shall be construed accordingly;</p> |
| <b>"Dwelling"</b>           | means any residential unit constructed on the Site pursuant to the Planning Permission which for the avoidance of doubt shall include Affordable Housing Units and <b>"Dwellings"</b> shall be construed accordingly;                                                                                                                        |
| <b>"Eligible Purchaser"</b> | means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000.                                          |
| <b>"Eligible Renter"</b>    | means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the                                              |



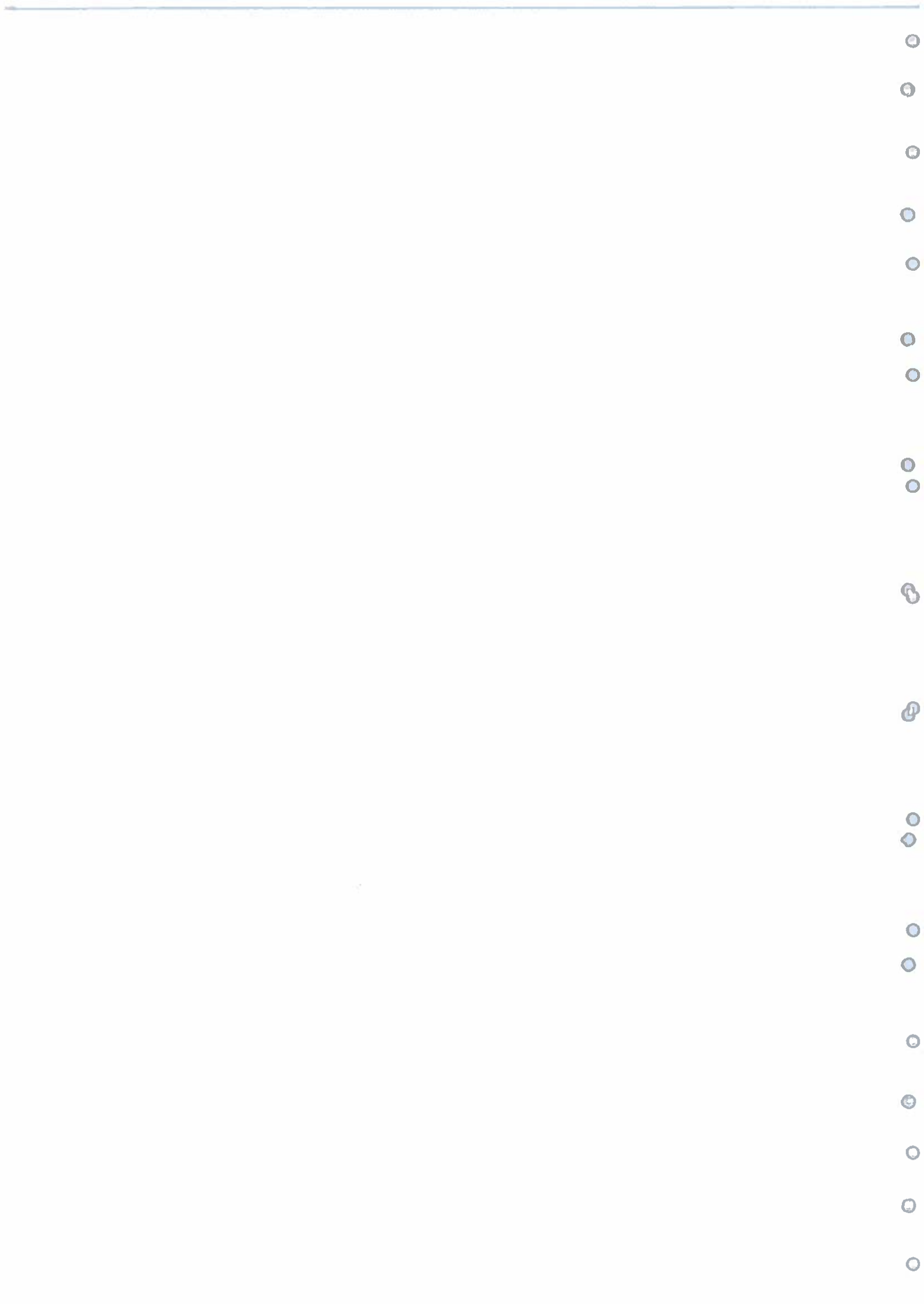
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|                                | latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"Estimated Build Costs"</b> | <p>means the sum of:</p> <p>(a) the estimated Build Costs remaining to be incurred at the Review; and</p> <p>(b) the actual Build Costs incurred at the Review Date;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"Estimated GDV"</b>         | <p>means the price at which a sale of the Open Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 3 of <b>schedule 3</b> based on detailed comparable market evidence to be assessed by the Council and assuming:</p> <p>(a) a willing seller and a willing buyer;</p> <p>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</p> |



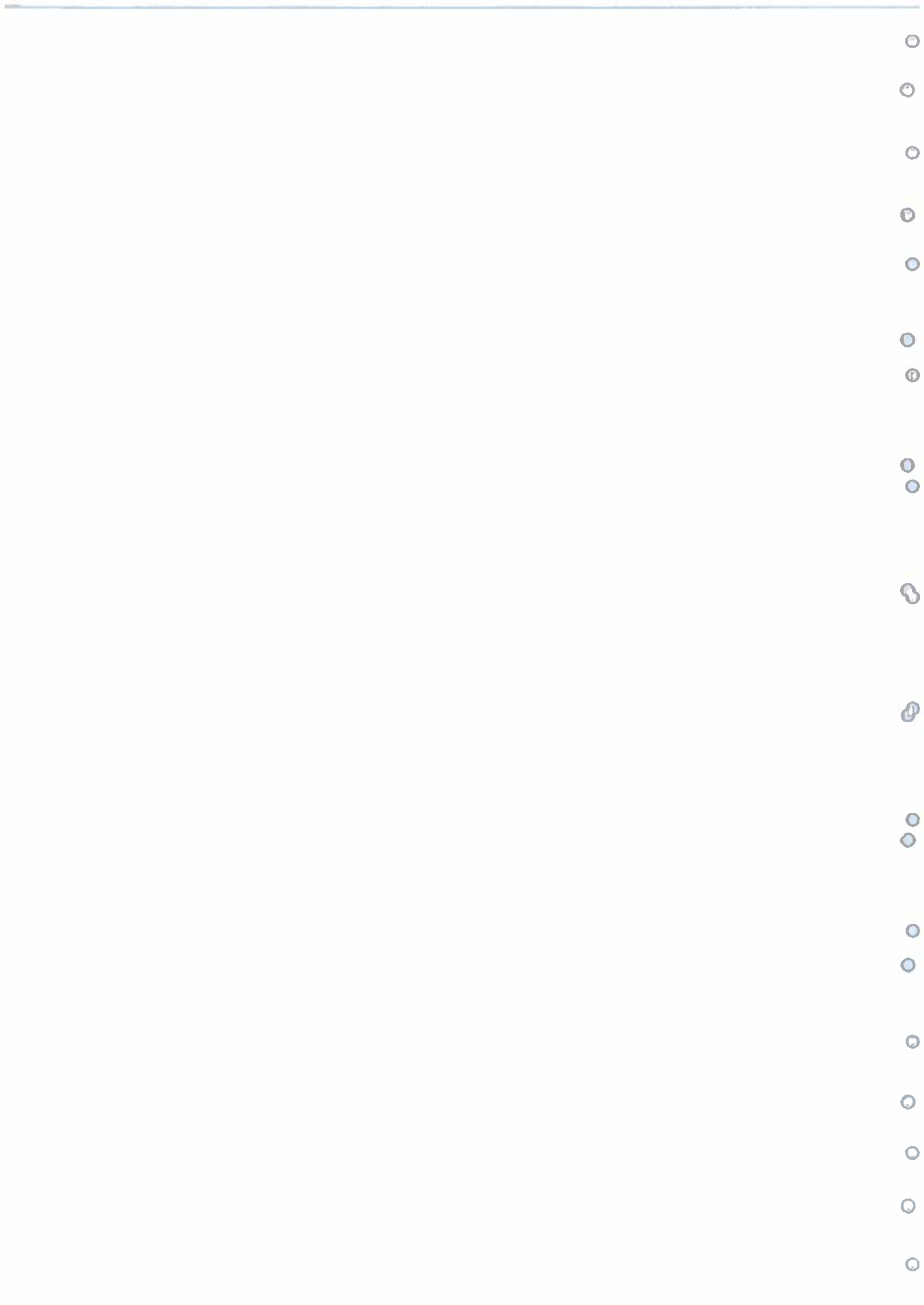
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|                                               | <p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;</p>                 |
| <b>"External Consultant"</b>                  | means the external consultant(s) appointed by the Council to assess the Development Viability Information;                                                                                                                                    |
| <b>"Foodstore"</b>                            | means the foodstore to be provided as part of the Development;                                                                                                                                                                                |
| <b>"Form PO1"</b>                             | means the form in the substantial format attached at <b>Appendix 1</b> ;                                                                                                                                                                      |
| <b>"Formula 1a"</b>                           | means the formula identified as "Formula 1a" within the annex to <b>Schedule 3</b> ;                                                                                                                                                          |
| <b>"Formula 2"</b>                            | means the formula identified as "Formula 2" within the annex to <b>Schedule 3</b> ;                                                                                                                                                           |
| <b>"Greater London Authority's Programme"</b> | means the Homes for Londoners: Affordable Homes Programme 2016 - 2021 or such other replacement programme, guidance, direction or legislation;                                                                                                |
| <b>"Habitable Room"</b>                       | means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a |



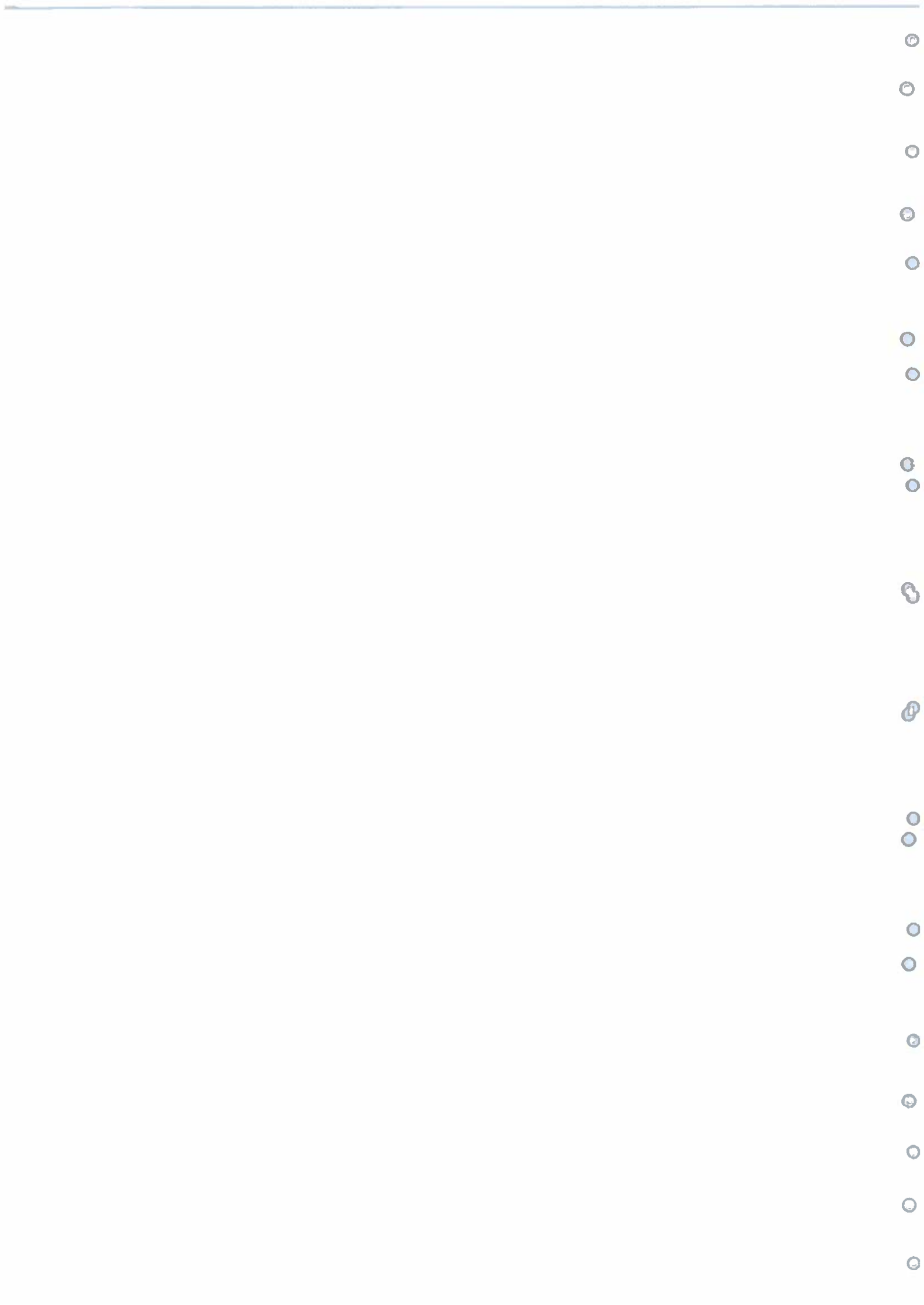
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|                        | <p>floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Highway Works"</b> | <p>means highway works as generally shown on Drawing No. REDW-3290 -460 attached at Appendix 4 including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Widening of the existing footway at the proposed site access together with tactile paved crossing;</li> <li>(b) Replacement upgraded LED lighting along St Stephen's Road from its junction with High Street west to the former pedestrian entrance to St Matthew's School;</li> <li>(c) Widening of the footway on the High Street where the footway abuts the new Foodstore;</li> <li>(d) Raised speed table constructed across St Stephens Road providing an at level crossing for pedestrians and cyclists to a new formal entrance onto the Grand Union Canal and its towpath;</li> <li>(e) Dropped kerbs to allow refuse to be wheeled onto the road; and</li> <li>(f) Contribution to a Traffic Regulations Order</li> </ul> <p>to be provided pursuant to <b>Schedule 4</b>;</p> |



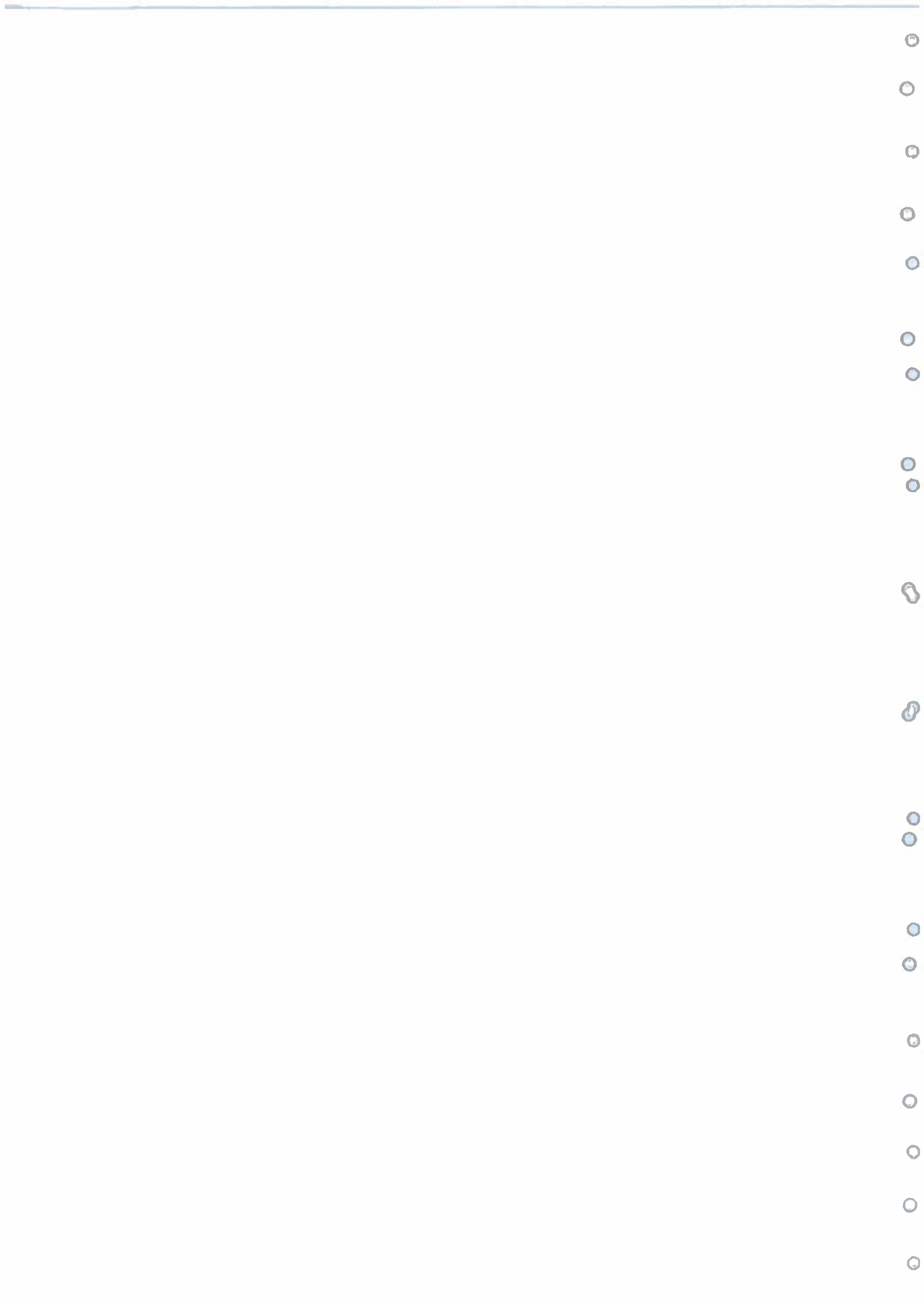
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| <b>"Highways Agreement"</b> | means one or more highways agreements to be entered into by the Owner and the Council under section 38 and/or section 278 of the 1980 Act in relation to the Highways Works;                                                                                                                                                                                              |
| <b>"HPI"</b>                | means the Land Registry House Price Index for new build properties in the Authority's Area;                                                                                                                                                                                                                                                                               |
| <b>"Household"</b>          | means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;    |
| <b>"Household Income"</b>   | <p>means:</p> <p>(a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and</p> <p>(b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;</p> |



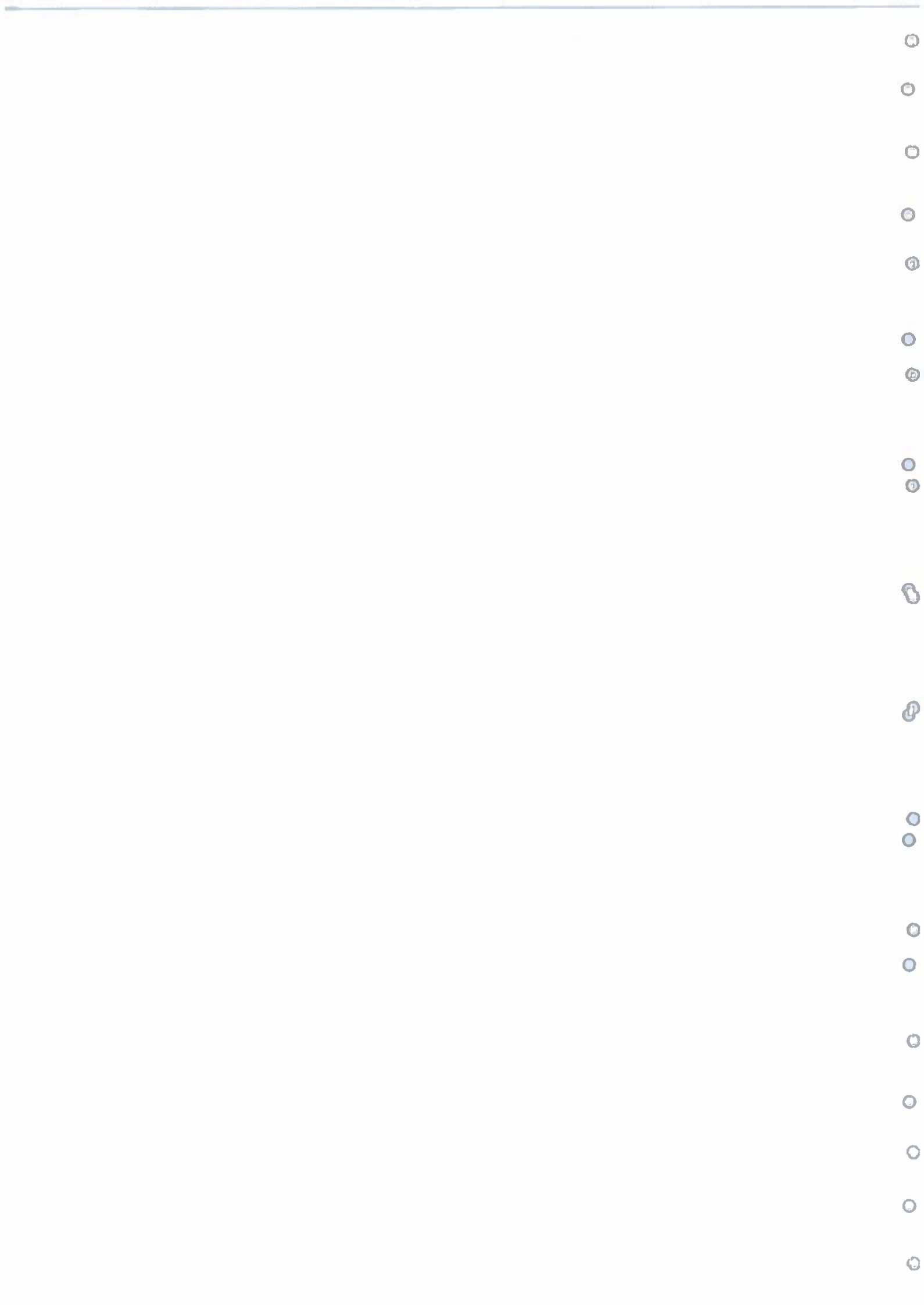
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| <b>"Index Linked"</b>                           | means the application of the formula provided at Clause 17 of this Deed;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"London Affordable Rented Housing Units"</b> | means the 12 Affordable Housing Units comprising 45 Habitable Rooms to be made available for London Affordable Rented Housing in accordance with <b>Schedule 2</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>"London Affordable Rented Housing"</b>       | <p>means rented housing provided by a Registered Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <ul style="list-style-type: none"> <li>(a) including Service Charges, not more than 80 per cent of the market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); and</li> <li>(b) excluding Service Charges, no higher than the relevant benchmark rents published by the Greater London Authority annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed in writing between the GLA and the</li> </ul> |



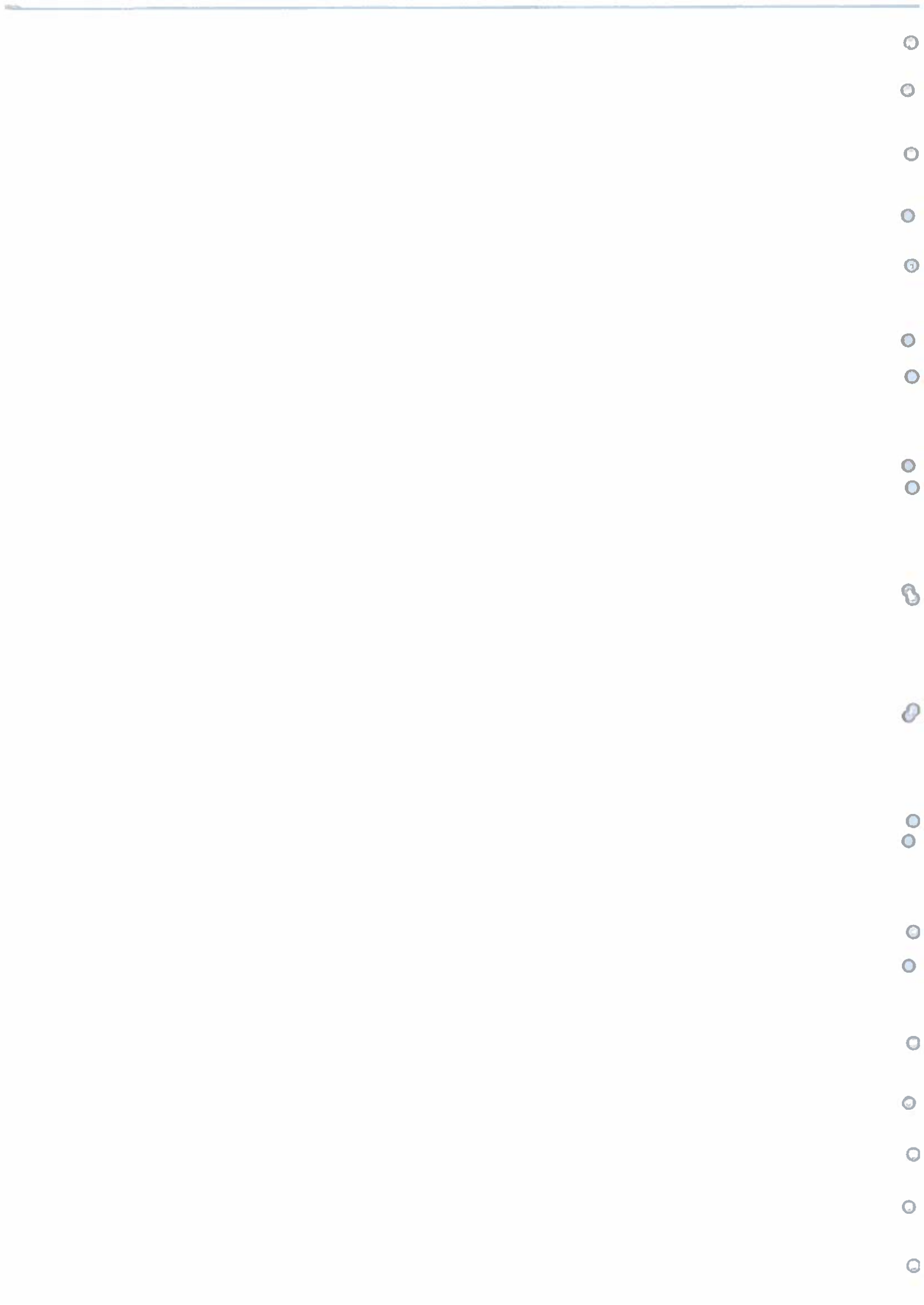
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|                                           | Registered Provider of the relevant London Affordable Rented Housing Units;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"London Living Rent Housing Units"</b> | means the 18 Affordable Housing Units comprising 58 Habitable Rooms to be made available for London Living Rent Housing in accordance with <b>Schedule 2</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"London Living Rent Housing"</b>       | means London Living Rent as an intermediate affordable housing product with low rents that vary ward to ward across London. Eligibility is restricted to households that are currently renting, who are not currently able to purchase a home in the Authority's Area and whose annual Household Income does not exceed the maximum incomes for London Living Rent as set out in the London Plan Annual Monitoring Report from time to time PROVIDED THAT for the purpose of this Deed the maximum Household Income threshold shall never fall below £60,000 per annum (being the threshold set out in the current Annual Monitoring Report at the date of this Deed) irrespective of whether the threshold set out in a subsequent Annual Monitoring Report is reduced below that level. For the avoidance of doubt the eligibility criteria shall reflect the Greater London Authority's programme unless directed otherwise by the Council in writing; |



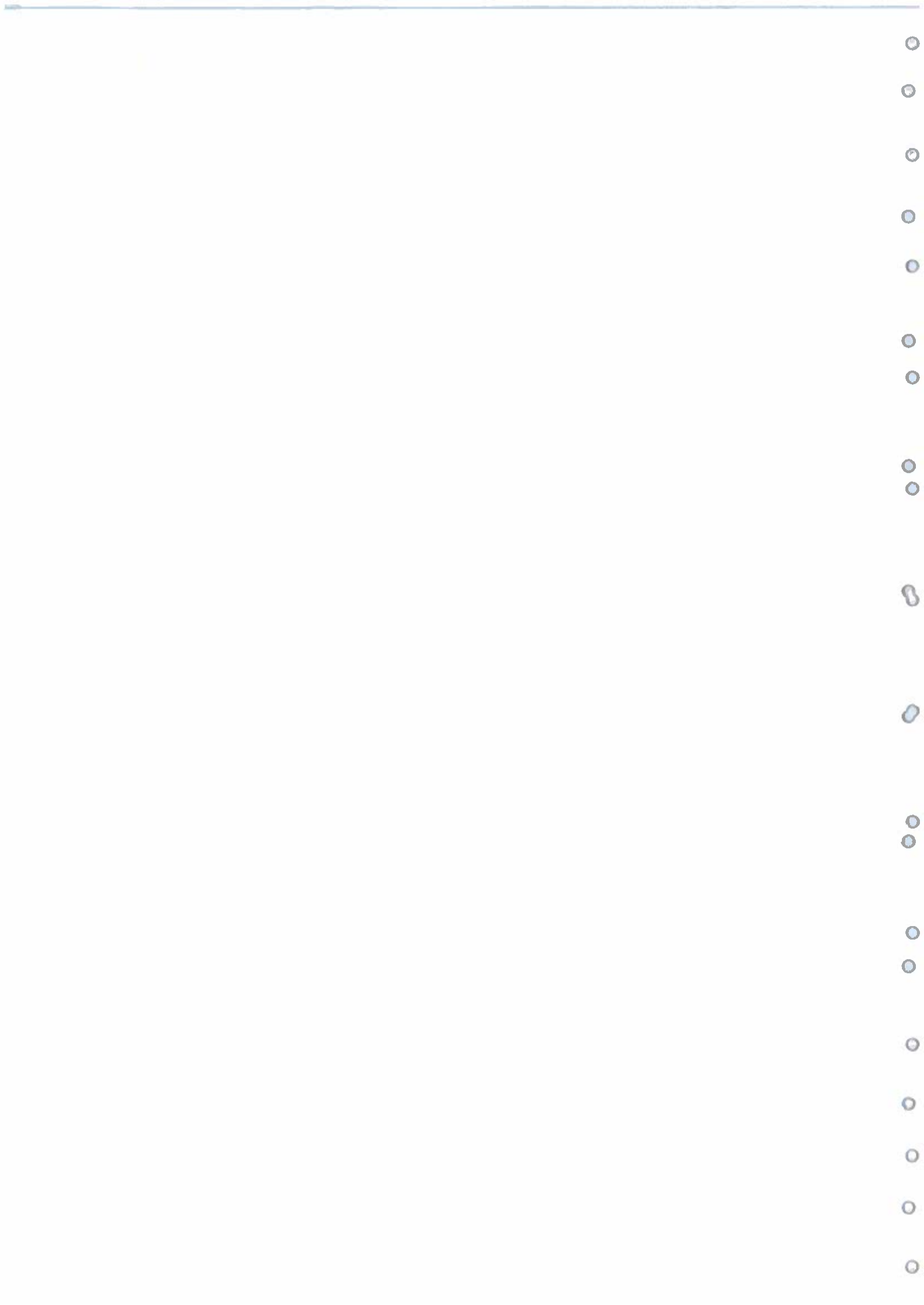
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| <b>"London Plan"</b>                          | means the London Plan published in March 2016 as revised from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"London Plan Annual Monitoring Report"</b> | means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"London Shared Ownership Housing"</b>      | means housing where a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and <b>"London Shared Ownership Lease"</b> and <b>"London Shared Ownership Lessee"</b> shall be construed accordingly. Shared ownership is aimed at helping people in housing need who are unable to afford to purchase a property in the open market. Shared ownership is therefore subject to applicant eligibility and affordability requirements Shared ownership is available to households up to the maximum incomes as set out in the London Plan Annual Monitoring Report from time to time PROVIDED THAT for the purpose of this Deed the maximum Household Income threshold shall never fall below £90,000 |



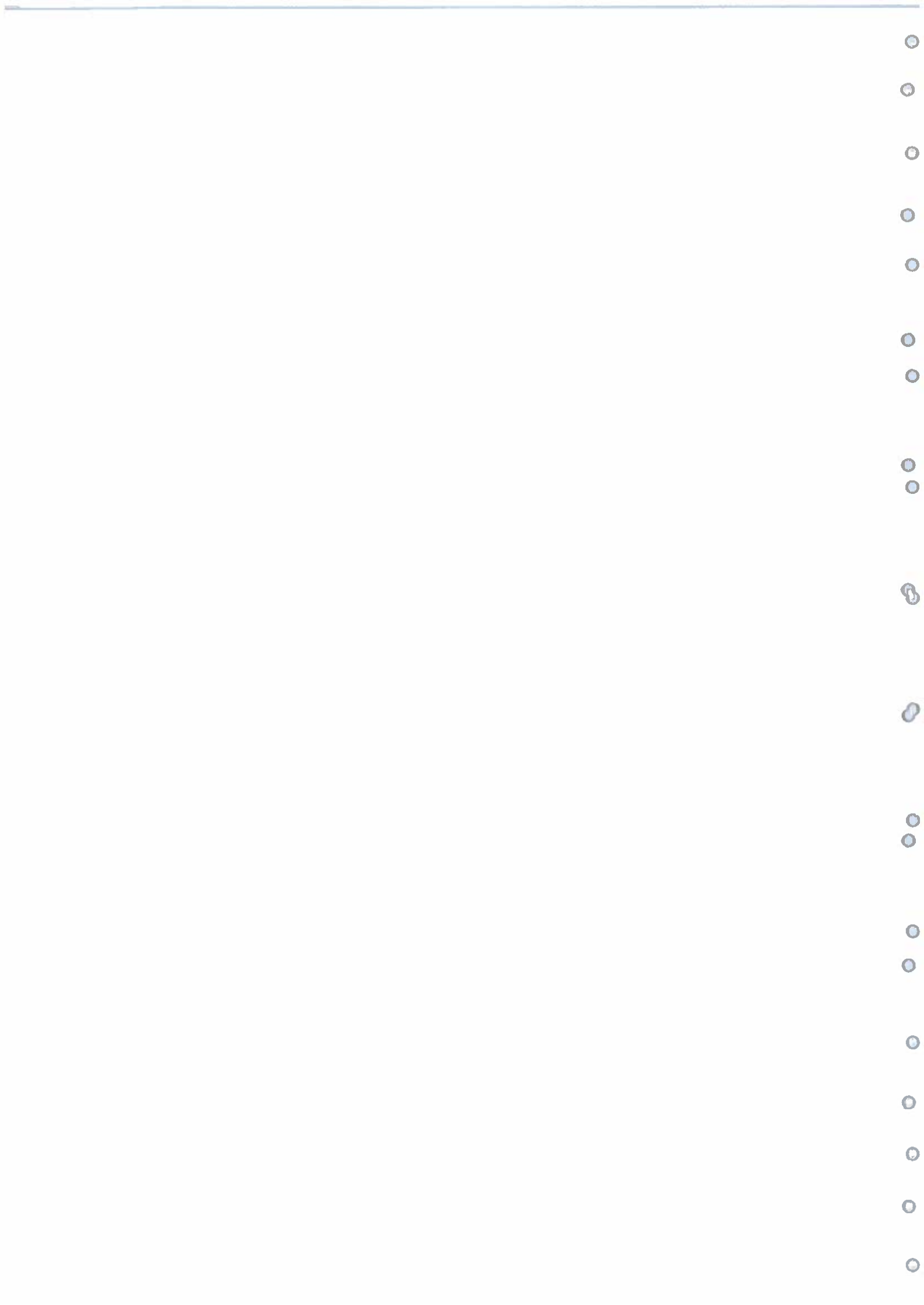
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|                                       | per annum (being the threshold set out in the current Annual Monitoring Report at the date of this Deed) irrespective of whether the threshold set out in a subsequent Annual Monitoring Report is reduced below that level;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>"London Shared Ownership Unit"</b> | means an Affordable Housing Unit to be disposed of on a London Shared Ownership Lease;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Market Value"</b>                 | <p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:</p> <ul style="list-style-type: none"> <li>(a) a willing seller and a willing buyer;</li> <li>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</li> <li>(c) that no account is taken of any</li> </ul> |



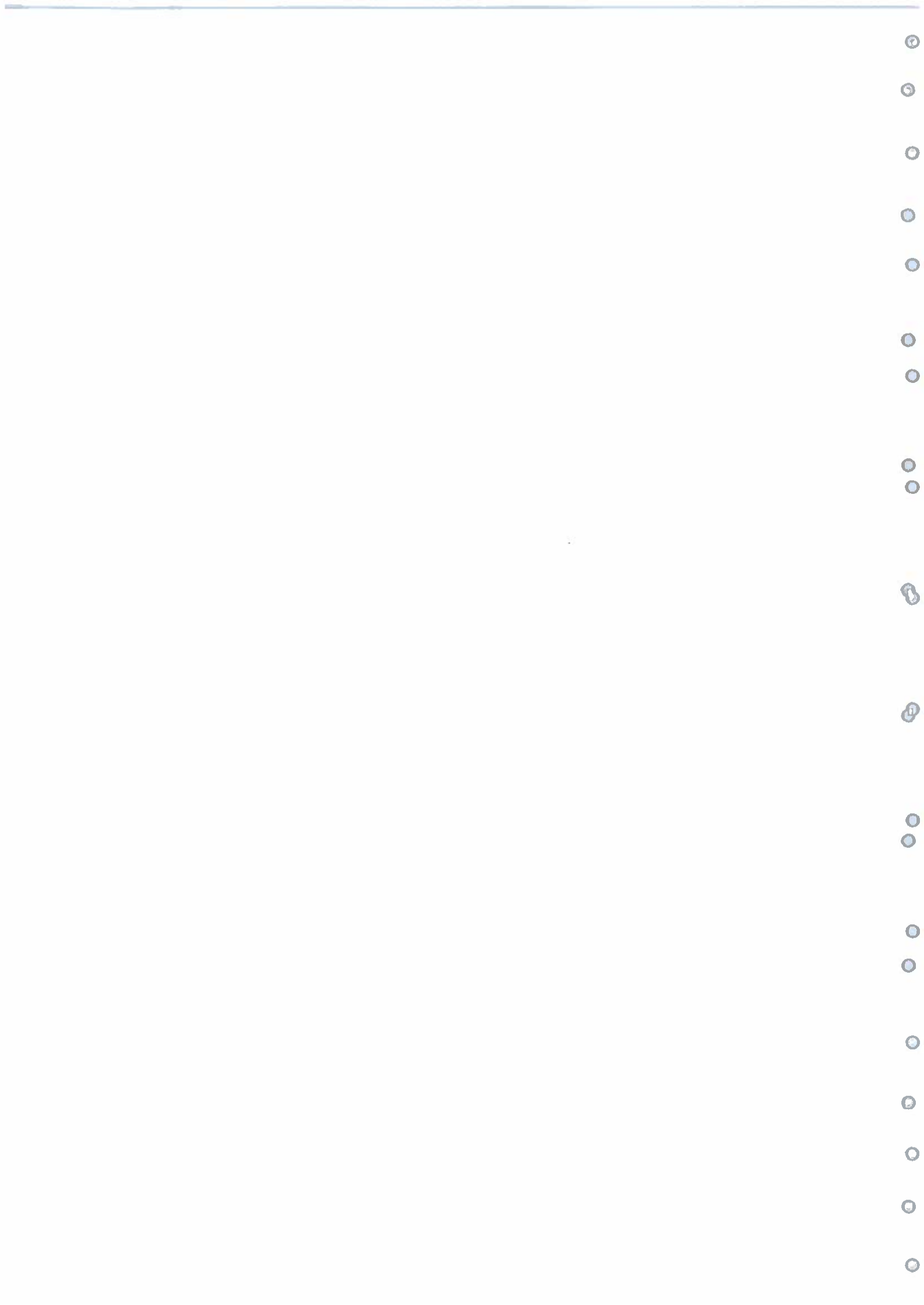
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|                                   | <p>additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;</p>                                                                                                                        |
| <b>"Mayor's Funding Guidance"</b> | means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance;                                                                                                                                        |
| <b>"Occupied"</b>                 | means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation, Occupier and Occupy shall be construed accordingly; |
| <b>"Open Market Housing Unit"</b> | means any Dwelling forming part of the Development which is not an Affordable Housing Unit;                                                                                                                                                                                                                      |
| <b>"Parking Permit"</b>           | means any residential parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) pursuant to <b>Schedule 8</b> ;                                          |
| <b>"Parties"</b>                  | means the Owner, the Council and                                                                                                                                                                                                                                                                                 |



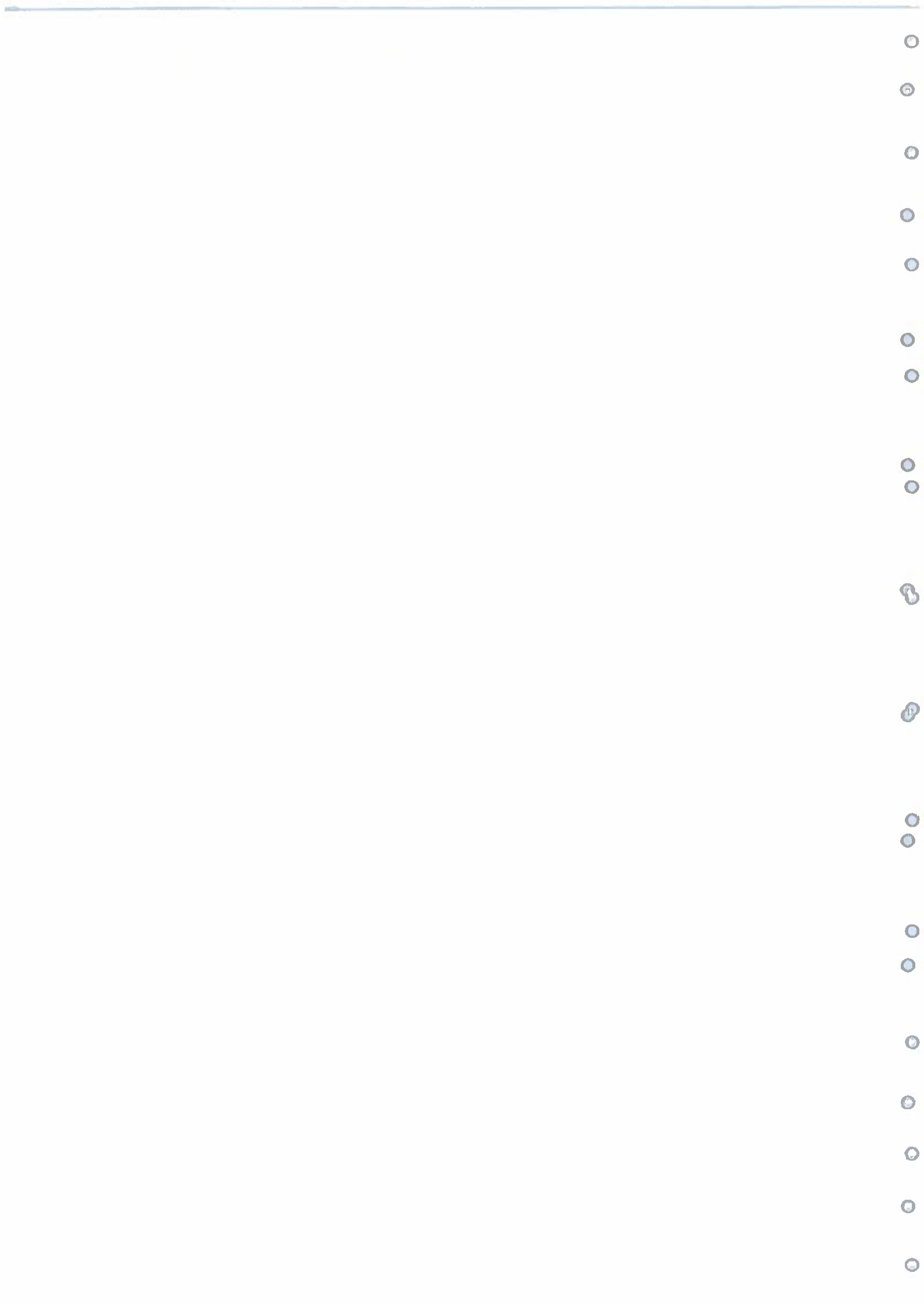
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|                                                | Safeway;                                                                                                                                                                                                                                                                                                                                    |
| <b>"Plan"</b>                                  | means the plan attached to this Deed at <b>Appendix 2</b> hereto;                                                                                                                                                                                                                                                                           |
| <b>"Planning Application"</b>                  | means the application for planning permission for the demolition of the existing buildings and redevelopment of the site to provide a part 4 to part 8 storey building comprising a replacement Class A1 1,643sq. m (GIA) foodstore, 144 residential units, basement car parking and associated works. Reference number 2370/APP/2018/2793; |
| <b>"Planning Permission"</b>                   | means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> hereto;                                                                                                                                               |
| <b>"Planning Reference"</b>                    | means planning reference 2370/APP/2018/2793;                                                                                                                                                                                                                                                                                                |
| <b>"Project Management and Monitoring Fee"</b> | means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;                                                                                                                              |
| <b>"Registered Provider"</b>                   | means:<br><br>(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act                                                                                                                                                                                                                         |



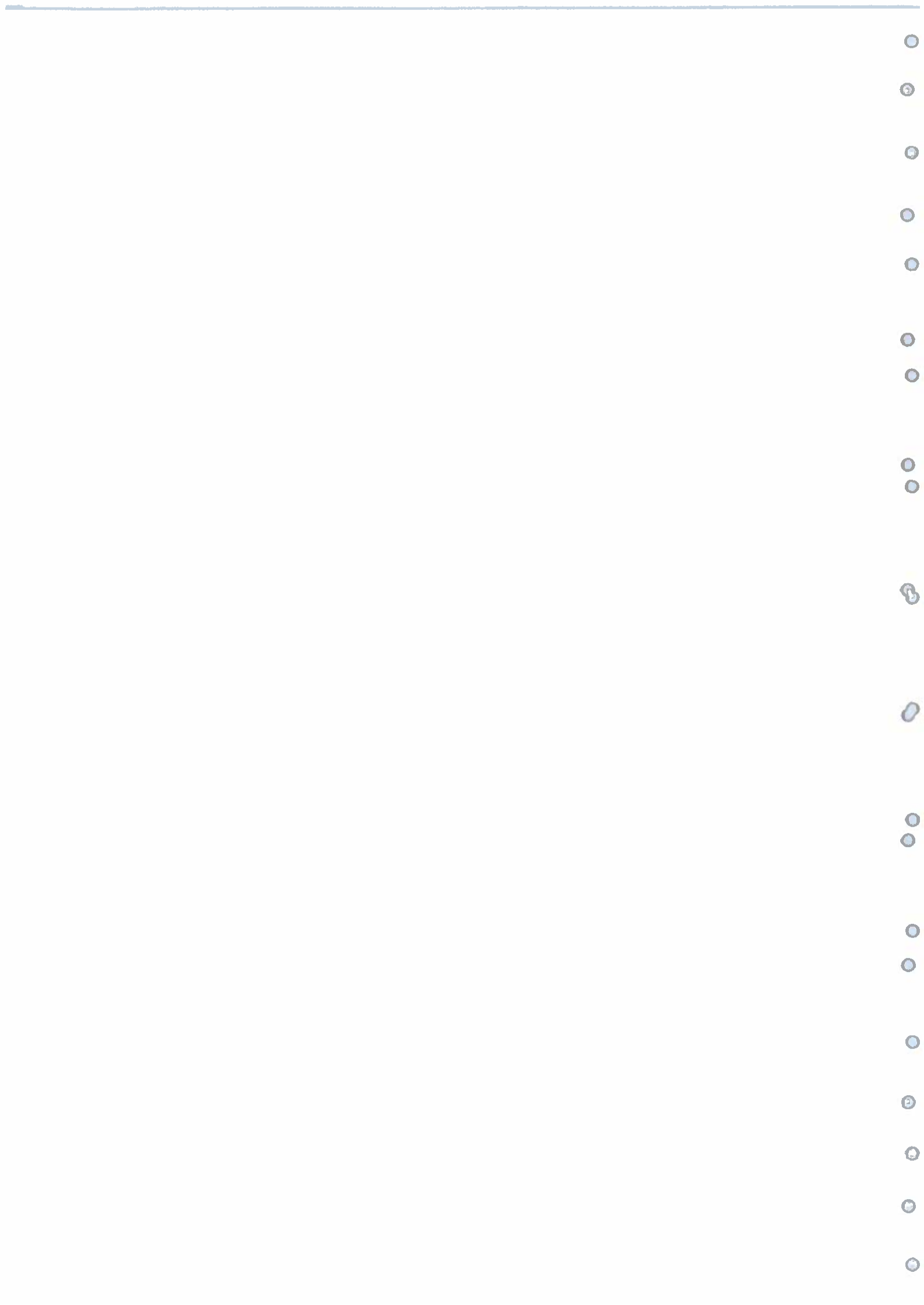
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|                           | <p>2008 (or such other relevant previous or amended or replacement statutory provision);</p> <p>(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</p> <p>(c) any other body specialising in the provision of Affordable Housing,</p> <p>in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);</p>                                                                                                                                                                                                                                                                                  |
| <b>“Protected Tenant”</b> | <p>means a tenant (or a successor in title to such tenant) who:</p> <p>a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit</p> |



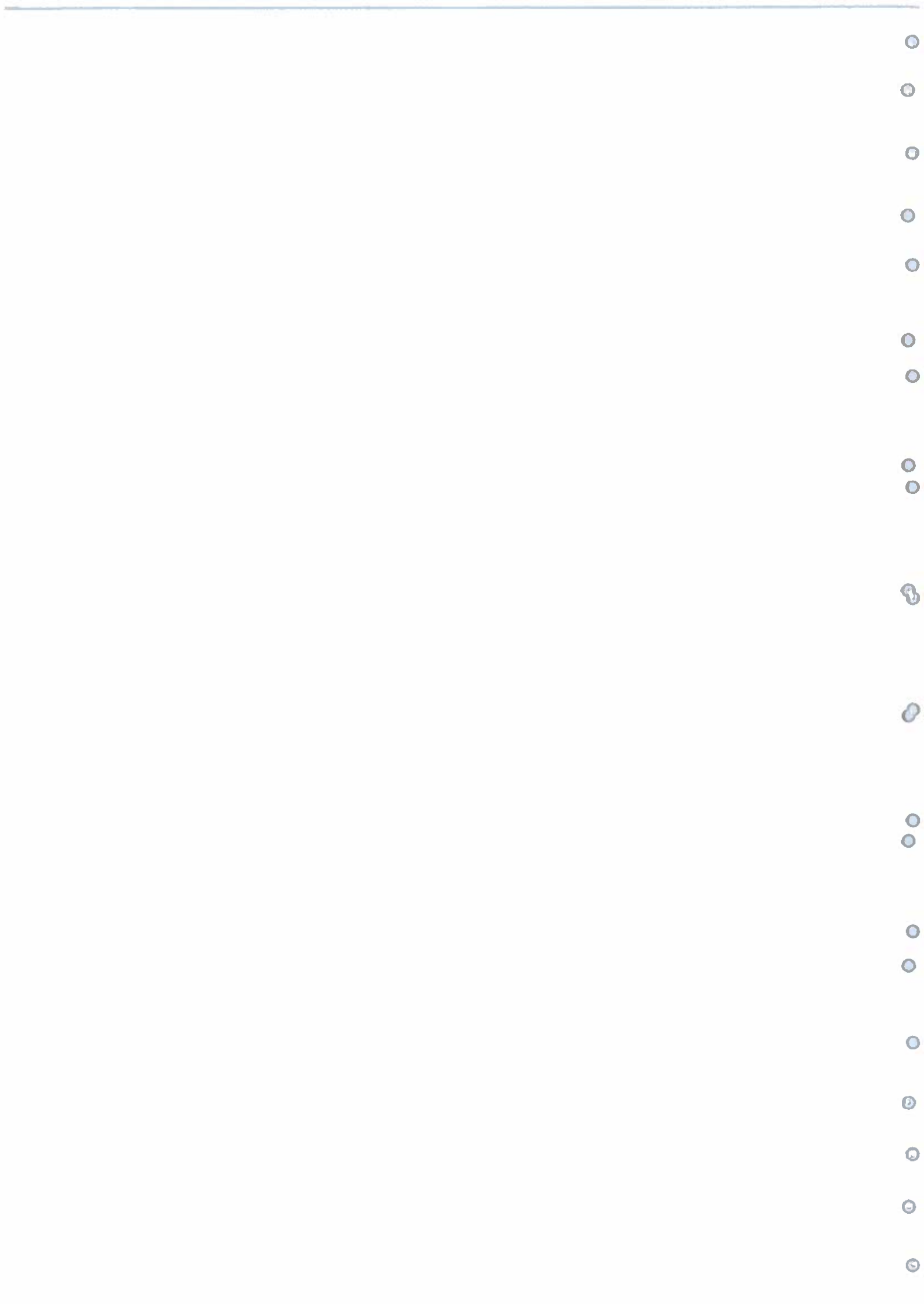
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|                                  | and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;                                                                                                                                                                                                                                                                                                                         |
| <b>"Public Subsidy"</b>          | means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;                                                                                                                                                                                                                                                                                                                          |
| <b>"Rent Guidance"</b>           | means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation; |
| <b>"Residential Travel Plan"</b> | means a travel plan based on the Residential Travel Plan prepared by Redwood Partnership dated July 2018 and submitted with the Application (appended at Appendix 6), in accordance with <b>Schedule 12</b> ;                                                                                                                                                                                                                                                                       |



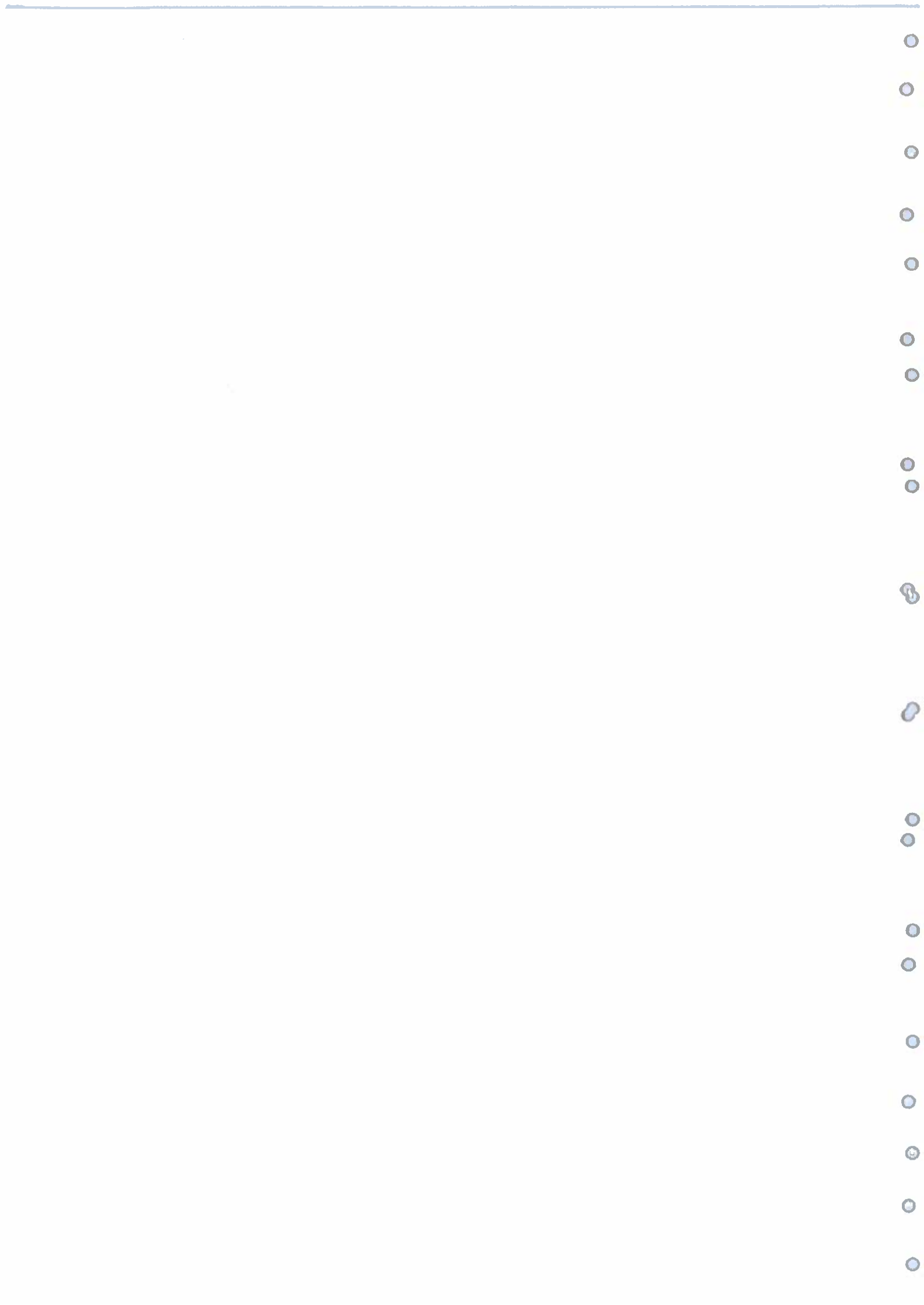
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| <b>"Retail Travel Plan"</b>                 | means a travel plan based on the Morrisons Travel Plan prepared by Redwood Partnership dated July 2018 and submitted with the Application (appended at Appendix 5) in accordance with <b>Schedule 13;</b>                                                                                                                                                             |
| <b>"Review Date"</b>                        | means the date of the submission of the Development Viability Information pursuant to paragraph 3 of Part 2 of <b>Schedule 3;</b>                                                                                                                                                                                                                                     |
| <b>"Sale"</b>                               | means: <ul style="list-style-type: none"> <li>(a) the sale of the freehold of a Component; or</li> <li>(b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent; and</li> <li>(c) "Sold" shall be construed accordingly;</li> </ul>                                                                                       |
| <b>"Santander Bike Scheme Contribution"</b> | means the Index Linked sum of ten thousand pounds (£10,000) referred to in <b>Schedule 10;</b>                                                                                                                                                                                                                                                                        |
| <b>"Service Charges"</b>                    | means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management |



|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|                                                 | in relation to that London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Unit;                                                                                                                                                                                                                                                                                                    |
| <b>"Significant Under-Performance"</b>          | means delivery of less than 50 per cent of the total outputs specified in the Construction Training Scheme;                                                                                                                                                                                                                                                                                                                    |
| <b>"Site"</b>                                   | means the property known as 41 - 67 High Street Yiewsley Middlesex UB7 7QQ and shown for identification purposes only edged red on the Plan;                                                                                                                                                                                                                                                                                   |
| <b>"Social Rented Housing"</b>                  | means rented housing owned and managed by local authorities or Registered Providers and let at Target Rents;                                                                                                                                                                                                                                                                                                                   |
| <b>"Specified Date"</b>                         | means the date upon which an obligation arising under this Deed is due to be performed;                                                                                                                                                                                                                                                                                                                                        |
| <b>"Staircasing"</b>                            | means the acquisition of a purchaser of a London Shared Ownership Unit of additional equity in a unit of London Shared Ownership Housing up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly. The leaseholder can staircase to 100% in minimum tranches of 10%, unless the maximum staircase has been restricted by the Local Planning Authority as a condition of the planning permission. |
| <b>"Substantial Implementation Target Date"</b> | means the date 36 months from but excluding the date of grant of the Planning                                                                                                                                                                                                                                                                                                                                                  |



|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|                                     | Permission;                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Substantial Implementation"</b> | <p>means the implementation of the Planning Permission and the occurrence of all of the following in respect of the Development:</p> <ul style="list-style-type: none"> <li>(a) completion of demolition of all existing buildings on the Site;</li> <li>(b) commencement of piling required to carry out the Development;</li> <li>(c) ground preparation works; and</li> <li>(d) the construction of the basement slab and retaining walls;</li> </ul> |
| <b>"Surplus Profit"</b>             | means the sum which is calculated in accordance with formula 1a, to be divided equally between the Council and the Owner.;                                                                                                                                                                                                                                                                                                                               |
| <b>"Target Rents"</b>               | means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Guidance from time to time;                                                                                                                                                                       |
| <b>"Training Costs"</b>             | <p>means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the</i></p>                                                                                                                                                                        |



|                      |                                                                                                                                     |
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|                      | <i>Development. Based on the average cost of training for one person on an NVQ construction course at college";</i>                 |
| <b>"VAT"</b>         | means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; |
| <b>"Working Day"</b> | means any day except Saturday, Sunday and any bank or public holiday in England.                                                    |

## 1.2 In this Deed

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;

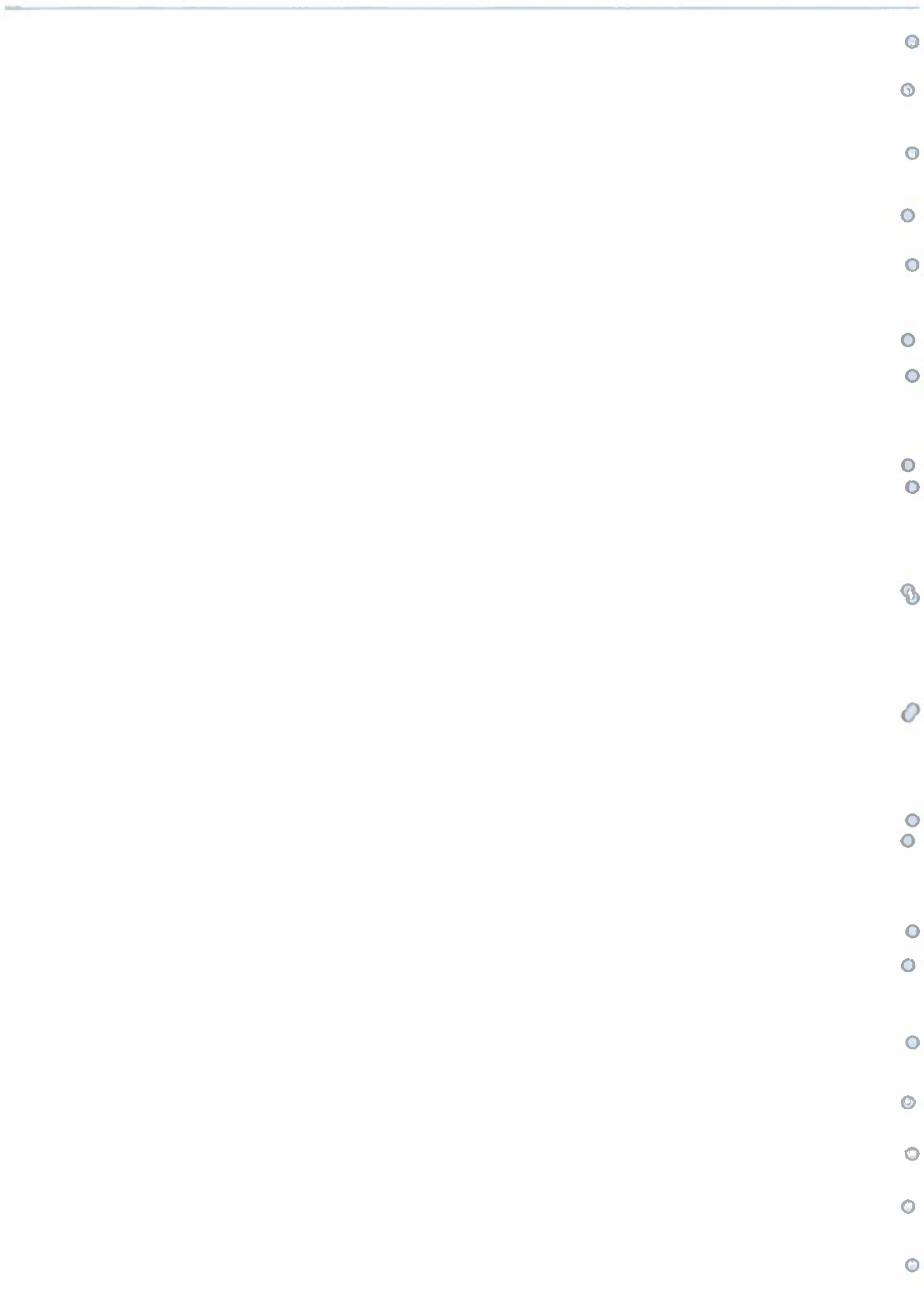
1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;

1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;

1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.54 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval,



consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.4 references to the Site include any part of it;

1.2.5 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;

1.2.6 "including" means "including, without limitation";

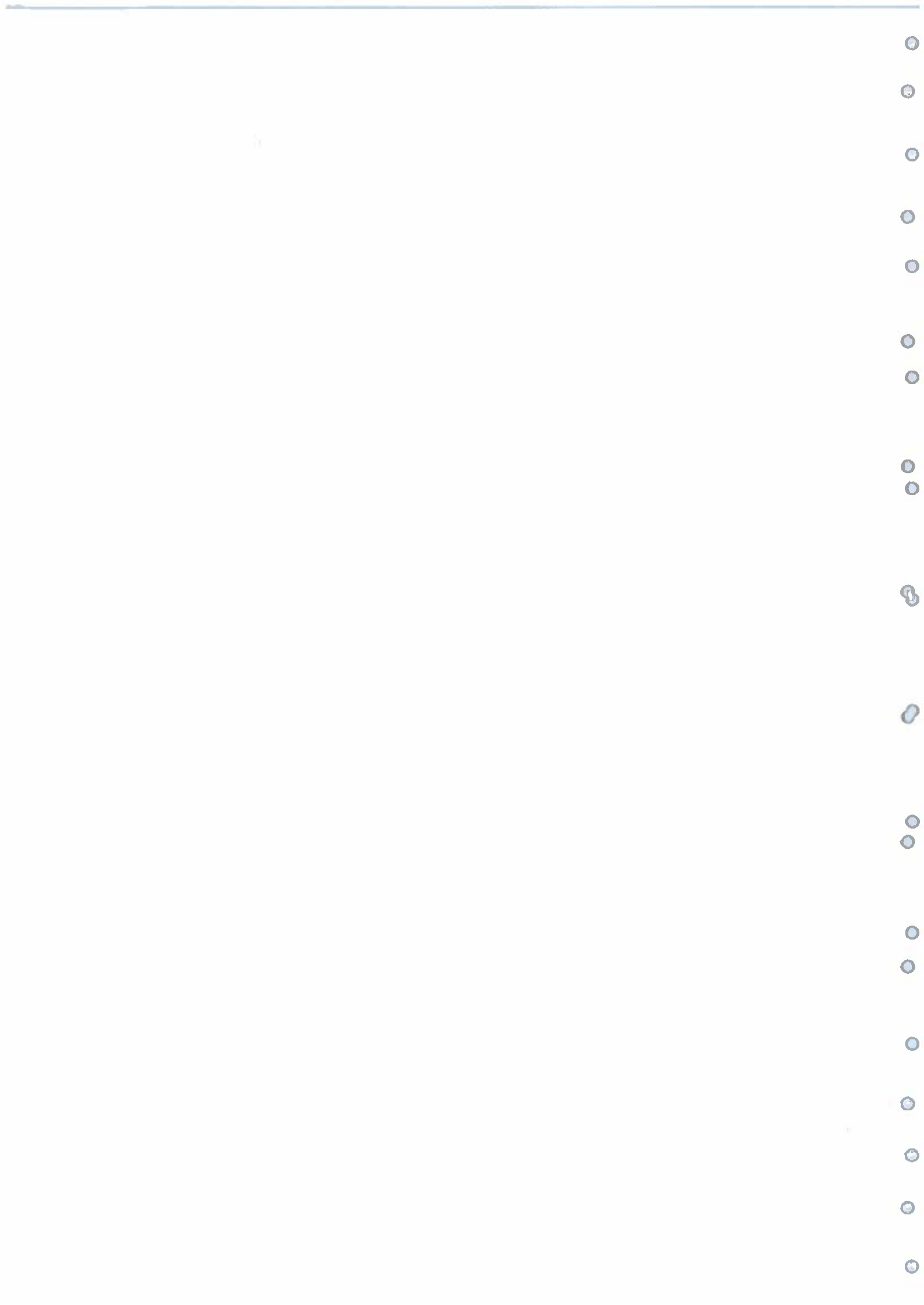
1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;

1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and

1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

## **2. LEGAL BASIS**



2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors and any existing mortgagees in title to the Land.

### **3. CONDITIONALITY**

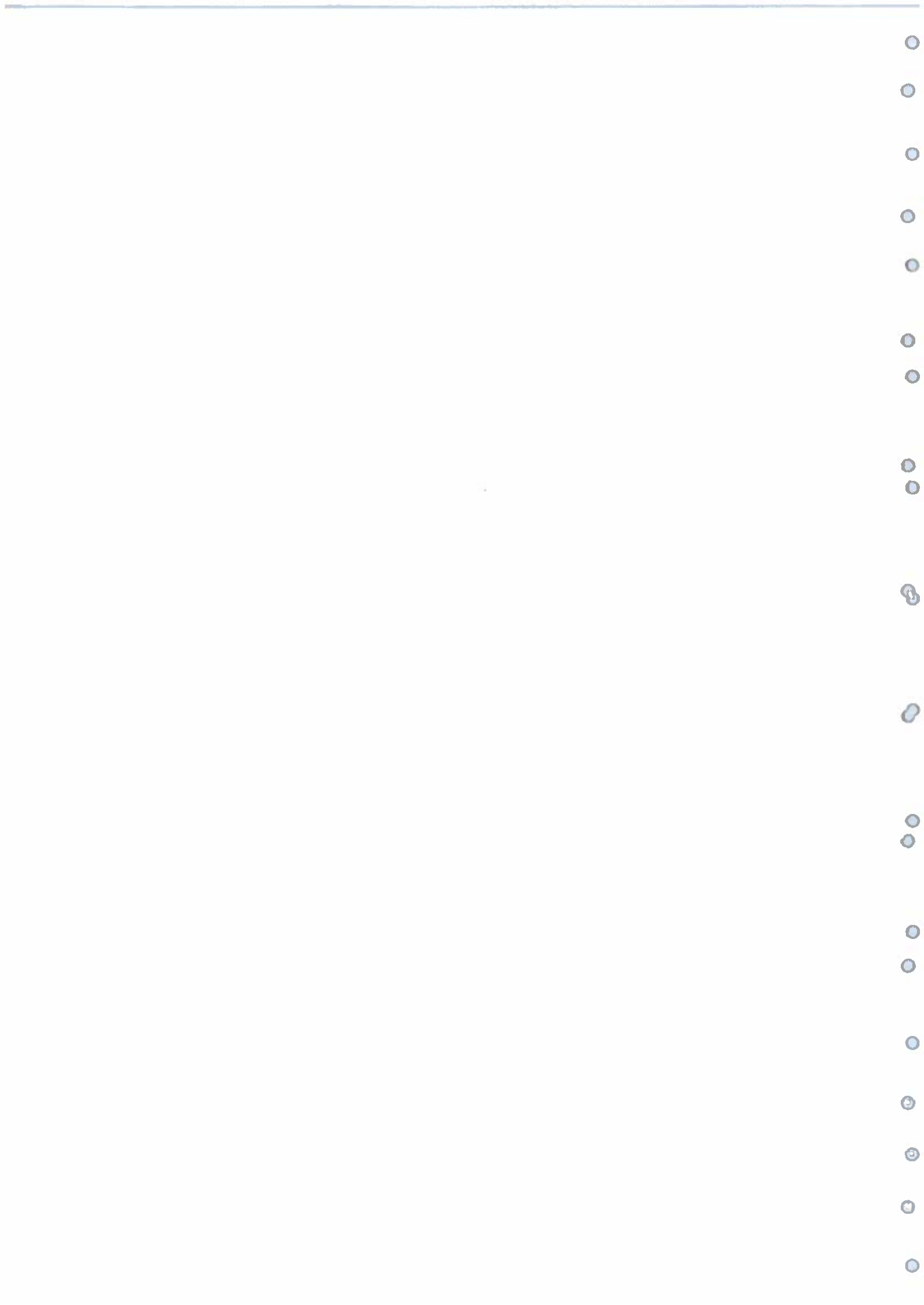
3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 12, 13, 14 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

### **4. MISCELLANEOUS**

4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.

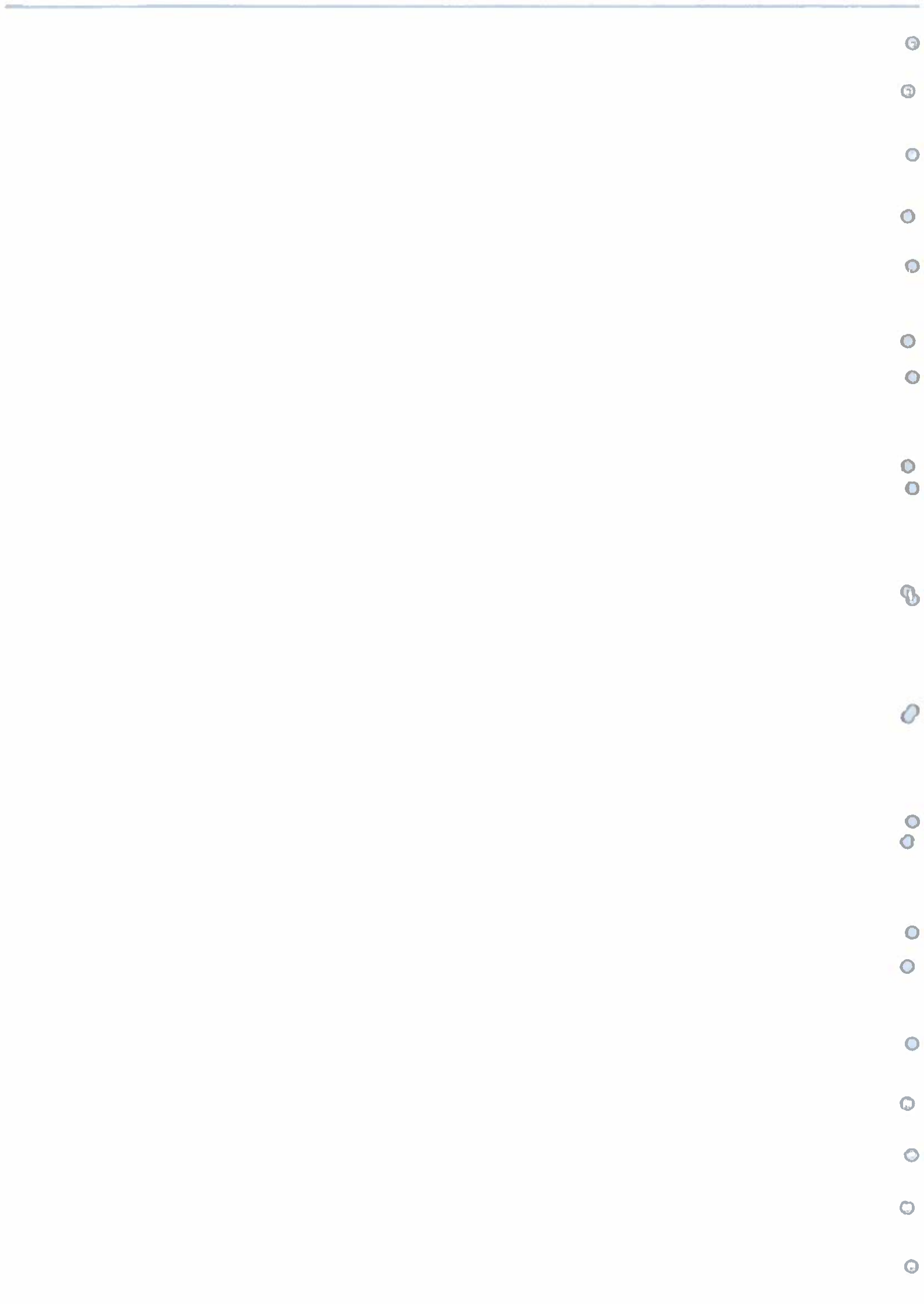
4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, whether or not pursuant to an appeal.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants



undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with all or part of its interest in the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner, Safeway and the Council or their respective successors in title or function.
- 4.11 Each of the Parties to this Deed shall act in good faith and shall co-operate with each of the other Parties to facilitate the discharge and performance of all obligations on them contained in this Deed.



4.12 The obligations in this Deed are not binding on or enforceable against any:-

- (a) statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of supplying Utilities or public transport services;
- (b) individual owner, mortgagee, occupier, lessee or licensee of a Dwelling;
- (c) occupier, lessee, or licensees of the Foodstore save for Schedules 9, 10 and 13;
- (d) mortgagee unless such mortgagee becomes a successor in title to the Owner or a mortgagee in possession of the Site or any part thereof before the planning obligations contained in this Deed have been performed in full or the Deed has expired.

## **5. THE OWNER'S PLANNING OBLIGATIONS**

5.1 The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the schedules hereto.

## **6. SAFEWAY'S CONSENT**

6.1 Safeway acknowledges and declares that:-

6.2 this Deed has been entered into by the Owner with its consent; and

6.3 the Site shall be bound by the obligations contained in this Deed.

## **7. COSTS**

7.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, preparation, completion and registration of this Deed.

7.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 7.1 above.



## **8. REGISTRATION OF AGREEMENT**

- 8.1 This Deed shall be registered as a Local Land Charge by the Council.

## **9. RIGHT OF ACCESS**

- 9.1 Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Deed has been performed or observed.

## **10. OWNERSHIP**

- 10.1 The Owner warrants that it is the beneficial owner of the freehold interest that comprises the Site.

## **11. CHANGE IN OWNERSHIP**

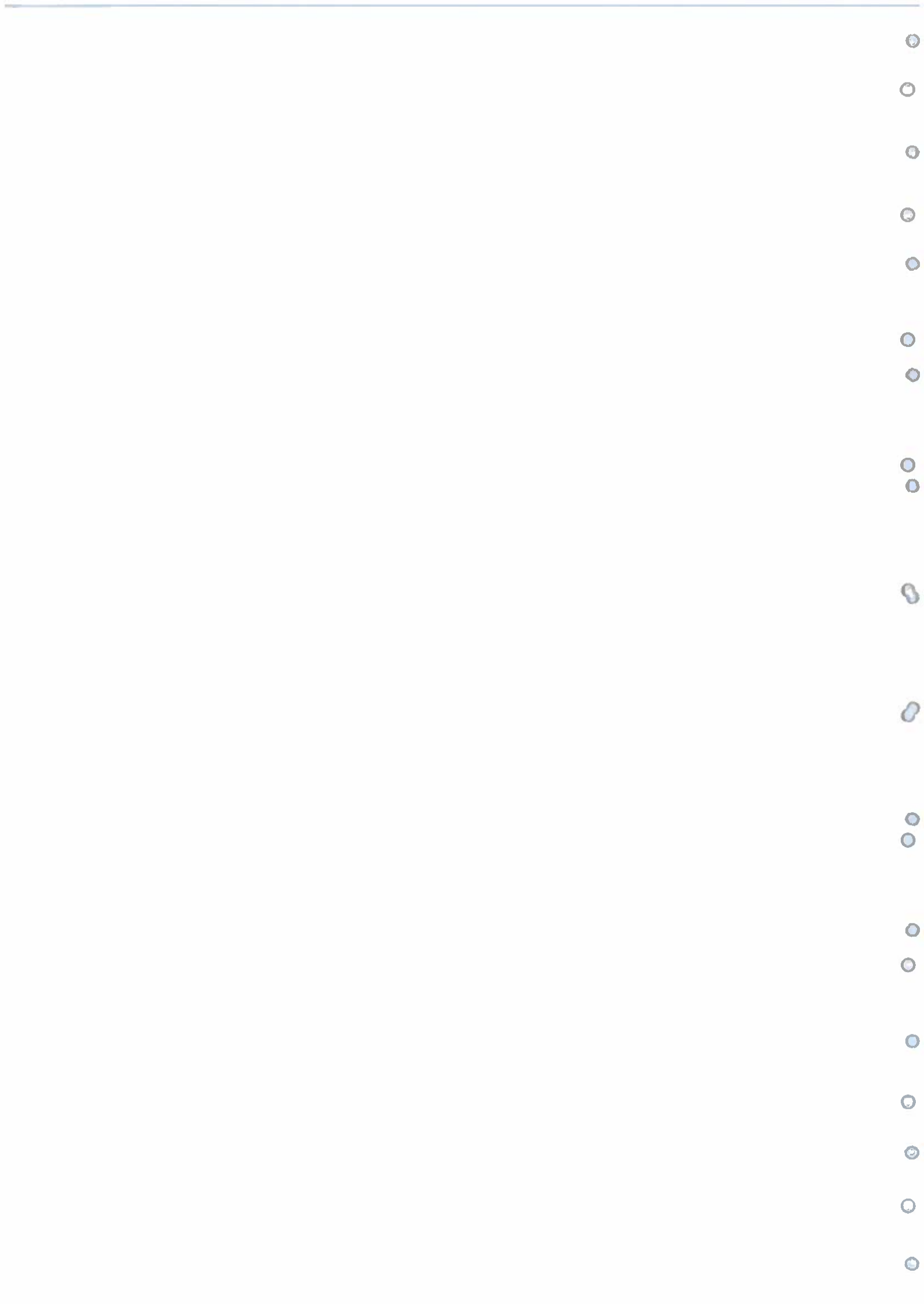
- 11.1 The Owner agrees with the Council to as soon as reasonably practicable give the Council written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this clause 11.1 shall not apply to any disposals of individual Dwellings.

## **12. ARBITRATION**

- 12.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

12.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;

12.2.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;



12.2.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

12.2.4 the seat of the arbitration shall be London.

### **13. THIRD PARTIES**

13.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

### **14. CONTRIBUTIONS**

14.1 Payment of the Contributions required by this Deed shall be made on the following basis:

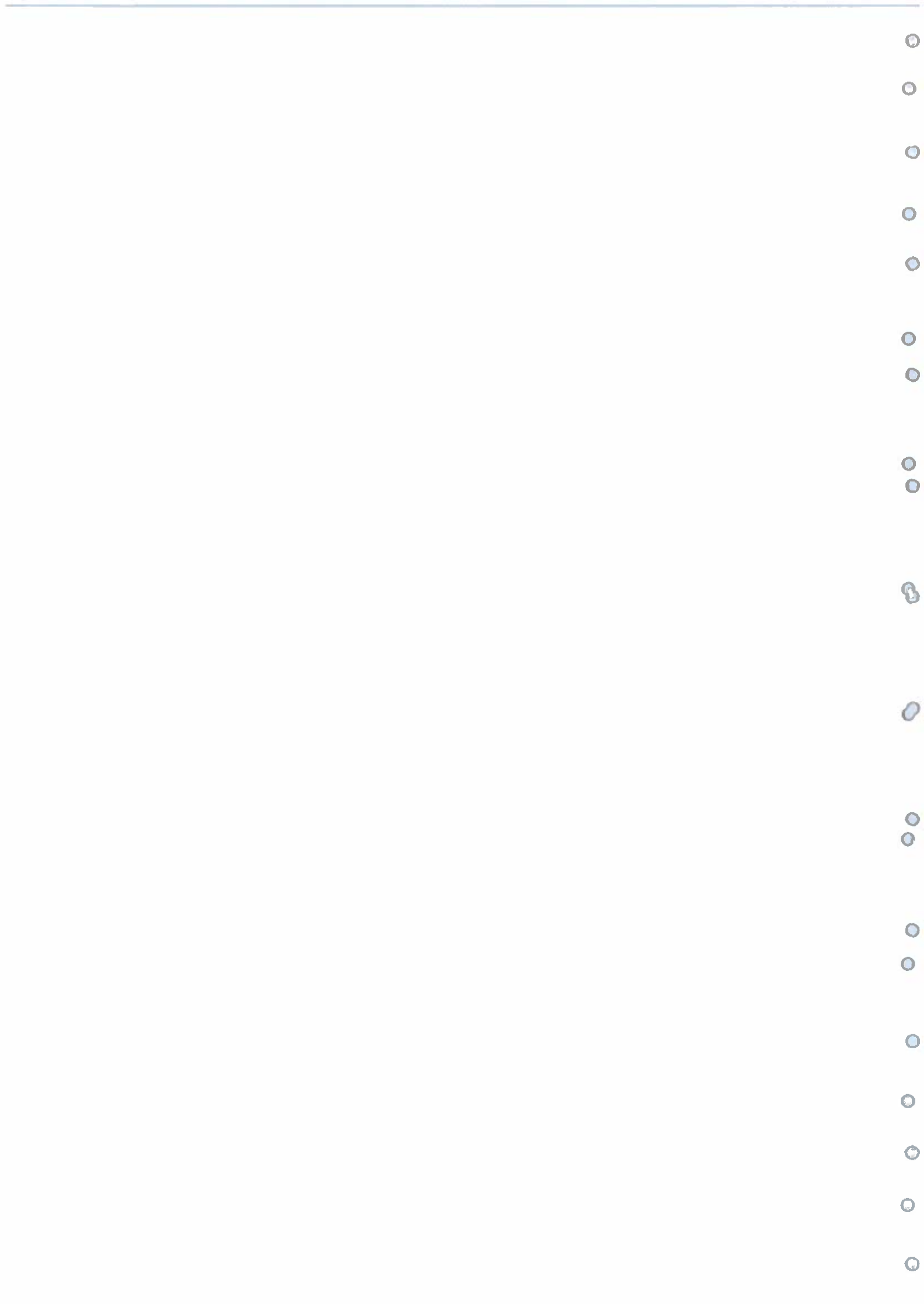
(a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 15 below;

(b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.

14.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

### **15. NOTICES**



- 15.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 15.2 Any notice to be served under or in connection with this Deed shall be sent to the:
- 15.3 the Deputy Chief Executive and Director of Resident Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference;
- 15.4 the Owner c/o Andrew Rennie at 10 Albemarle Street, London, W1S 4HH;
- 15.5 Safeway c/o Ben Kallend at Hilmore House, Gain Lane, Bradford, West Yorkshire, BD3 7DL

## **16. FORM PO1**

- 16.1 Prior to Commencement of Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 15 above.

## **17. INDEXATION**

- 17.1 The Owner agrees with the Council that any sums payable by the Owner under this Deed shall be increased by the application of the formula  $A = B \times C/D$  where:
- (a) A is the sum actually payable on the Specified Date;
  - (b) B is the original sum mentioned in this Deed;
  - (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date;
  - (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed and
  - (e) C/D is equal to or greater than 1.
- 17.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing



under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council.

## **18. INTEREST**

- 18.1 All costs, payments and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

## **19. VAT**

- 19.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 19.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

## **20. JURISDICTION**

- 20.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



## **SCHEDULE 1**

### **DEVELOPMENT**

The Demolition of the existing buildings and redevelopment of the site to provide a part 4 to part 8 storey building comprising a replacement Class A1 1,643sq. m (GIA) foodstore, 144 residential units, basement car parking and associated works. Reference number 2370/APP/2018/2793



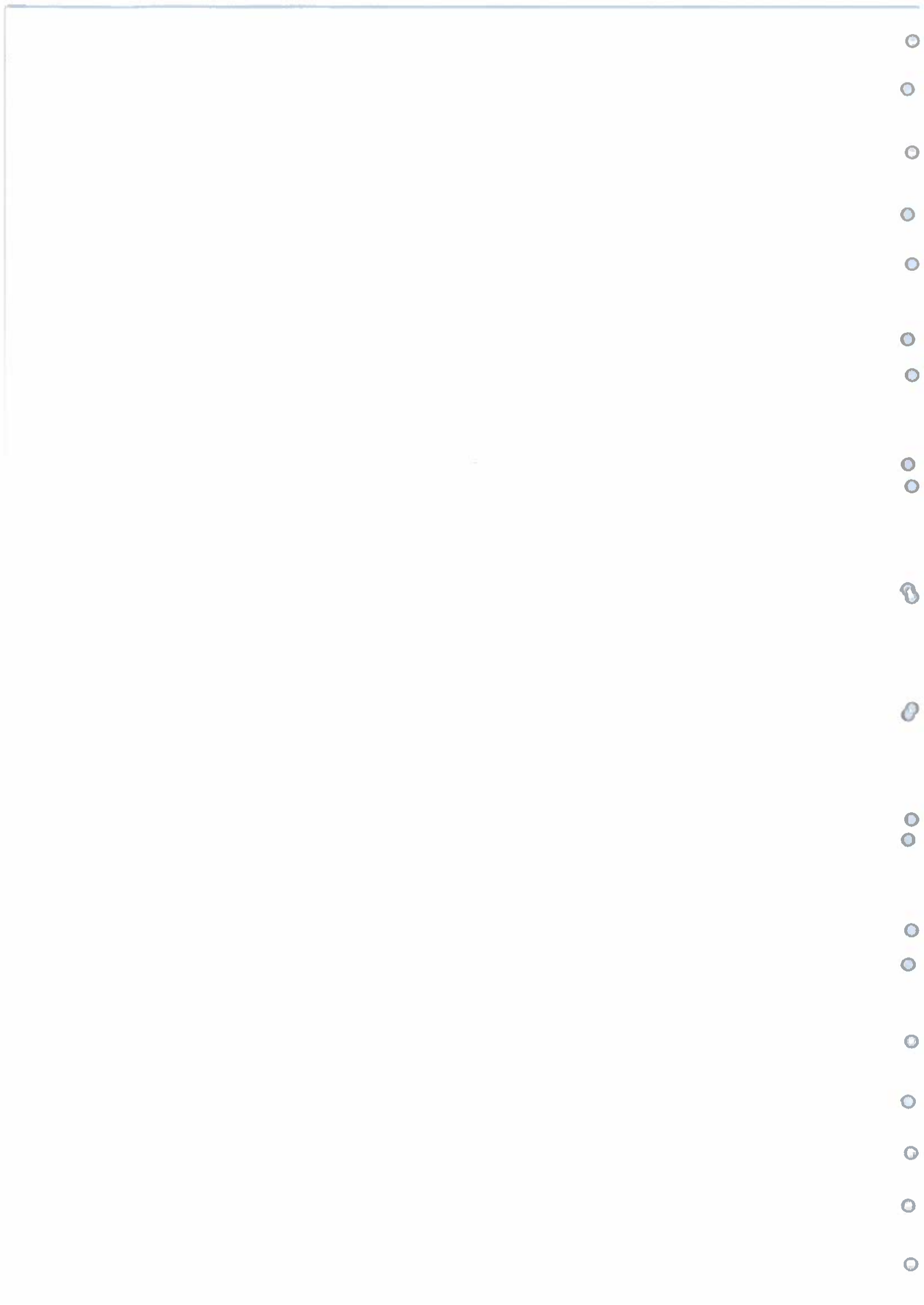
## SCHEDULE 2

### AFFORDABLE HOUSING

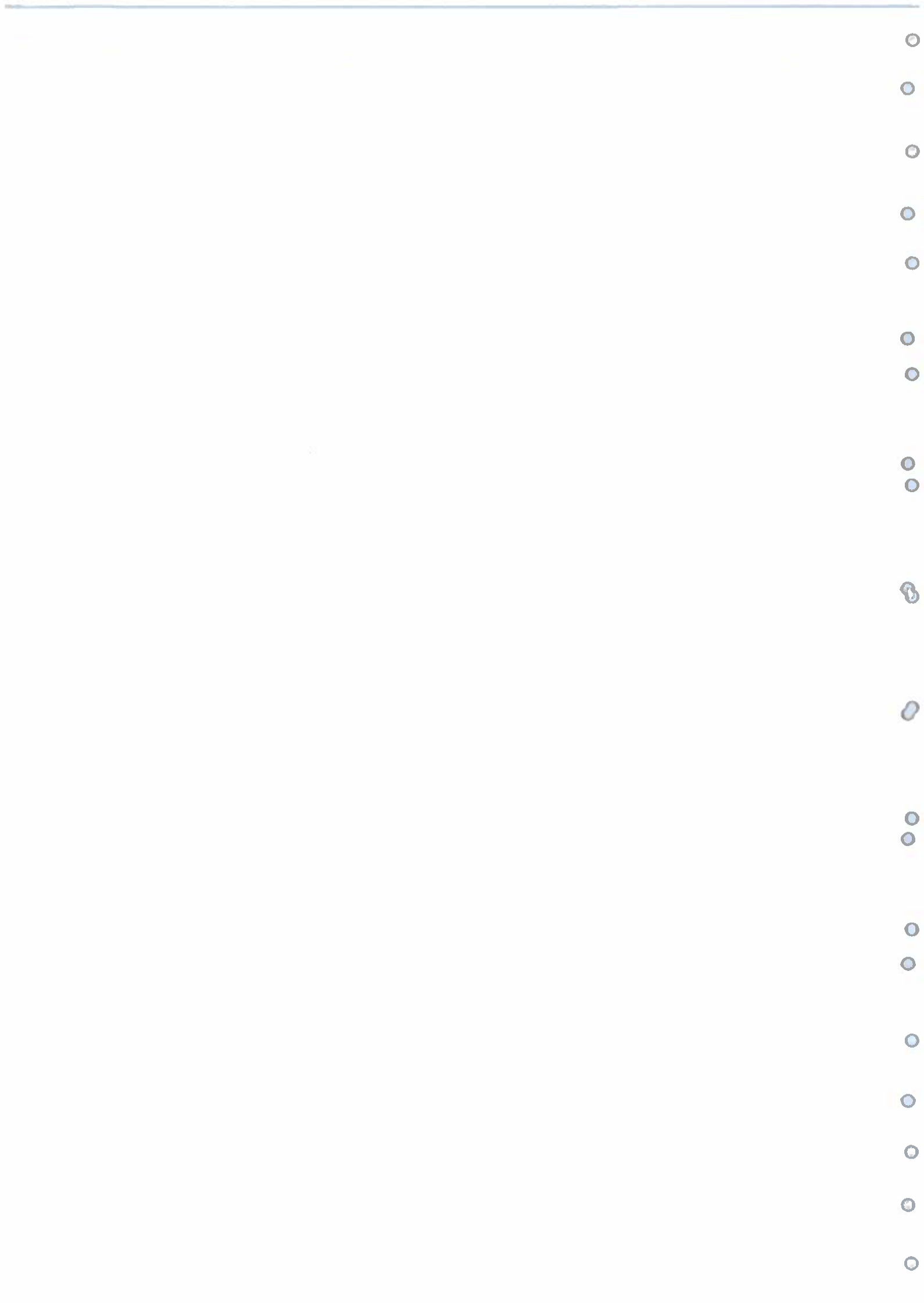
The Owner hereby covenants and agrees with the Council as follows:

1. To provide 12 London Affordable Rent Units (LAR), 18 London Living Rent Housing Units (LLR) and 12 London Shared Ownership Units (SO) as detailed in the table below.

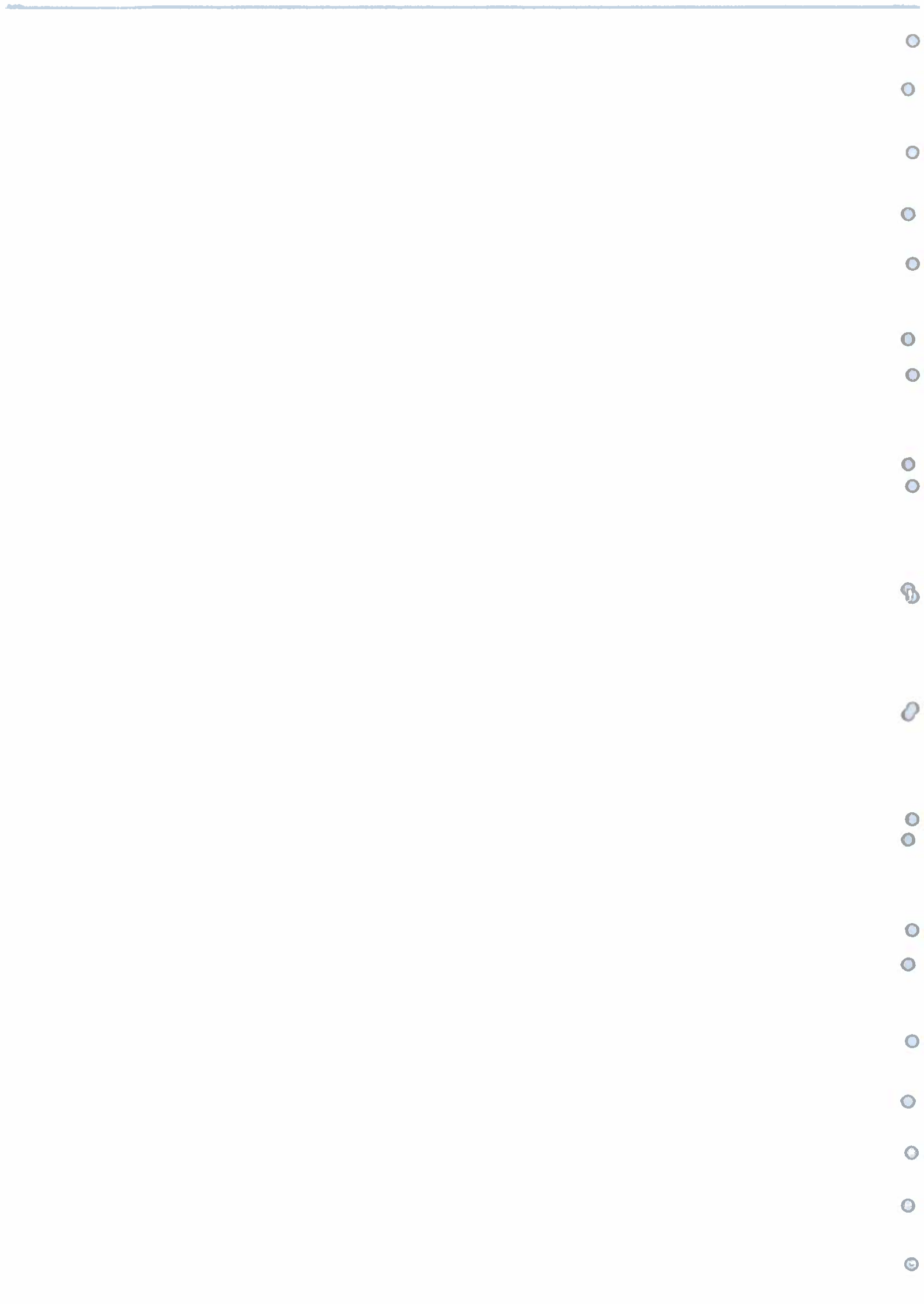
|                | <u>LAR</u>     | <u>Hab Rooms</u> | <u>LLR</u>     | <u>Hab Rooms</u> | <u>SO</u> | <u>Hab Rooms</u> | <u>Total Units</u> |
|----------------|----------------|------------------|----------------|------------------|-----------|------------------|--------------------|
| <u>1B2P</u>    | <u>1</u>       | <u>2</u>         | <u>4</u>       | <u>8</u>         | <u>1</u>  | <u>2</u>         | <u>6</u>           |
| <u>2B3P</u>    | <u>5</u>       | <u>15</u>        | <u>4</u>       | <u>12</u>        | <u>4</u>  | <u>12</u>        | <u>13</u>          |
| <u>2B4P</u>    | <u>2</u>       | <u>6</u>         | <u>6</u>       | <u>18</u>        | <u>3</u>  | <u>9</u>         | <u>11</u>          |
| <u>3B5P</u>    | <u>1</u>       | <u>5</u>         | <u>3</u>       | <u>15</u>        | <u>2</u>  | <u>10</u>        | <u>6</u>           |
| <u>3B6P</u>    | <u>0</u>       | <u>0</u>         | <u>0</u>       | <u>0</u>         | <u>1</u>  | <u>4</u>         | <u>1</u>           |
| <u>4B6P</u>    | <u>3</u>       | <u>17</u>        | <u>1</u>       | <u>5</u>         | <u>1</u>  | <u>5</u>         | <u>5</u>           |
|                | <u>12</u>      | <u>45</u>        | <u>18</u>      | <u>58</u>        | <u>12</u> | <u>42</u>        | <u>42</u>          |
|                |                |                  |                |                  |           |                  |                    |
|                |                |                  |                |                  |           |                  |                    |
| <u>Total %</u> | <u>By Unit</u> |                  | <u>Total %</u> | <u>Hab Room</u>  |           | <u>% By</u>      | <u>Bed size</u>    |
| <u>LAR</u>     | <u>28.6%</u>   |                  | <u>LAR</u>     | <u>31%</u>       |           | <u>1B2P</u>      | <u>14%</u>         |
| <u>LLR</u>     | <u>42.9%</u>   |                  | <u>LLR</u>     | <u>40%</u>       |           | <u>2B3P</u>      | <u>31%</u>         |
| <u>SO</u>      | <u>28.6%</u>   |                  | <u>SO</u>      | <u>29%</u>       |           | <u>2B4P</u>      | <u>26%</u>         |
|                |                |                  |                |                  |           | <u>3B5P</u>      | <u>14%</u>         |
|                |                |                  |                |                  |           | <u>3B6P</u>      | <u>2%</u>          |
|                |                |                  |                |                  |           | <u>4B6P</u>      | <u>12%</u>         |



2. Prior to Commencement of the Development to submit to the Council a scheme detailing how the Affordable Housing will be delivered and secured in perpetuity (subject to clause 4.6 of this Deed) and thereafter to ensure that the Development is only occupied in accordance with the approved scheme which shall include:
  - 1.1 The layout, design and specification of the Affordable Housing Units;
  - 1.2 The tenure of the Affordable Housing Units; and
  - 1.3 How the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing.
3. Not to Occupy or allow Occupation of more than 65% of the Open Market Housing Units until such time as:
  - 3.1 The Affordable Housing Units have been completed in accordance with the Planning Permission and unless the Council agrees otherwise to the Housing Corporation Scheme Development Standards (April 2007 edition or any updated or amended edition from time to time);
  - 3.2 The Affordable Housing Units have been made ready for Occupation; and
  - 3.3 The Affordable Housing Units have been transferred or demised to a Registered Provider or other social landlord as the Director of Residents Services shall have approved in writing beforehand for this transaction either on a freehold basis or on a long lease of at least ninety nine (99) years any disposition to be with the benefit of:
    - (a) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and
    - (b) full and free rights of the passage of water, 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 Affordable Housing Units all such services to be connected to the mains.

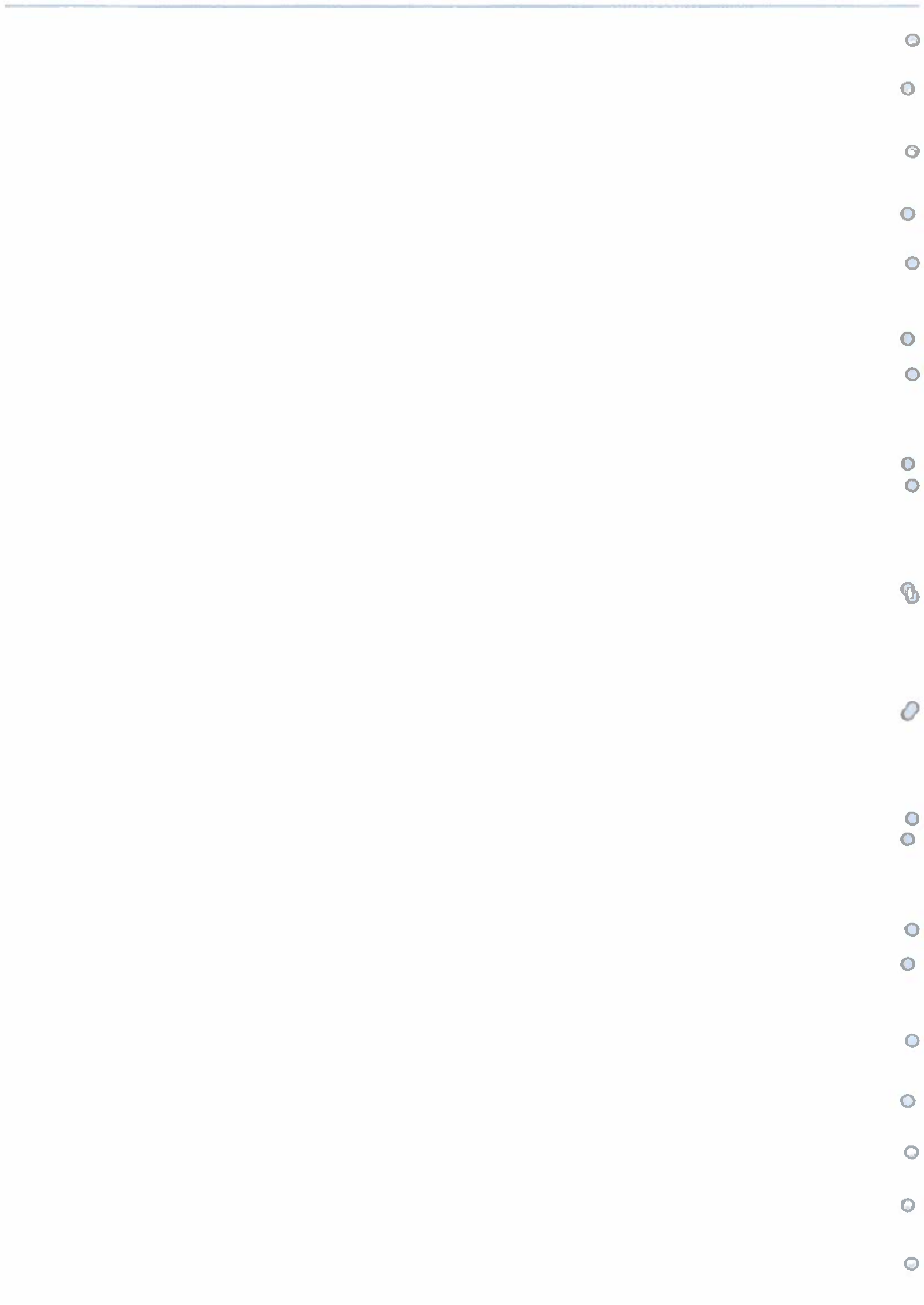


4. To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing save that this obligation shall not be binding on:
  - 4.1 A Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;
  - 4.2 A mortgagee or chargee (or any receiver or administrative receiver appointed by such mortgagee or chargee) of the whole or any part of the Affordable Housing Units or any successors in title to such mortgagee or chargee or receiver or administrative receiver ("the Mortgagee") PROVIDED THAT the Mortgagee acting pursuant to any event of default shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours to the satisfaction of the Director of Residents Services over a period of twelve (12) weeks from the date of the written notice to dispose of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding to the Mortgagee under the terms of the mortgage or charge including all accrued principal monies, interest and costs and expenses incurred by the Mortgagee in respect of the mortgage or charge. If such disposal has not taken place within the twelve (12) week period and the Council have certified in writing that it is satisfied that the Mortgagee has complied with the obligation in this paragraph 4.2, the Mortgagee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Schedule 1 which shall determine absolutely; and
  - 4.3 Any mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of any tenant or any successors in title to any such mortgagee or chargee or receiver.
5. The Affordable Housing Units shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units and to



securing that the Affordable Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Registered Provider of that unit or other such legal agreements as are reasonably required by the Council.

6. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units.
7. The Council will make a recycling of any subsidy for alternative affordable provision in the event of the affordable unit being lost (such as when shared ownership homes are fully Staircased by an occupier purchasing 100 per cent of the property).
8. The Owner or the Registered Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Schedule.



### **SCHEDULE 3**

#### **AFFORDABLE HOUSING AND VIABILITY REVIEW**

##### **Part 1 – Affordable Housing**

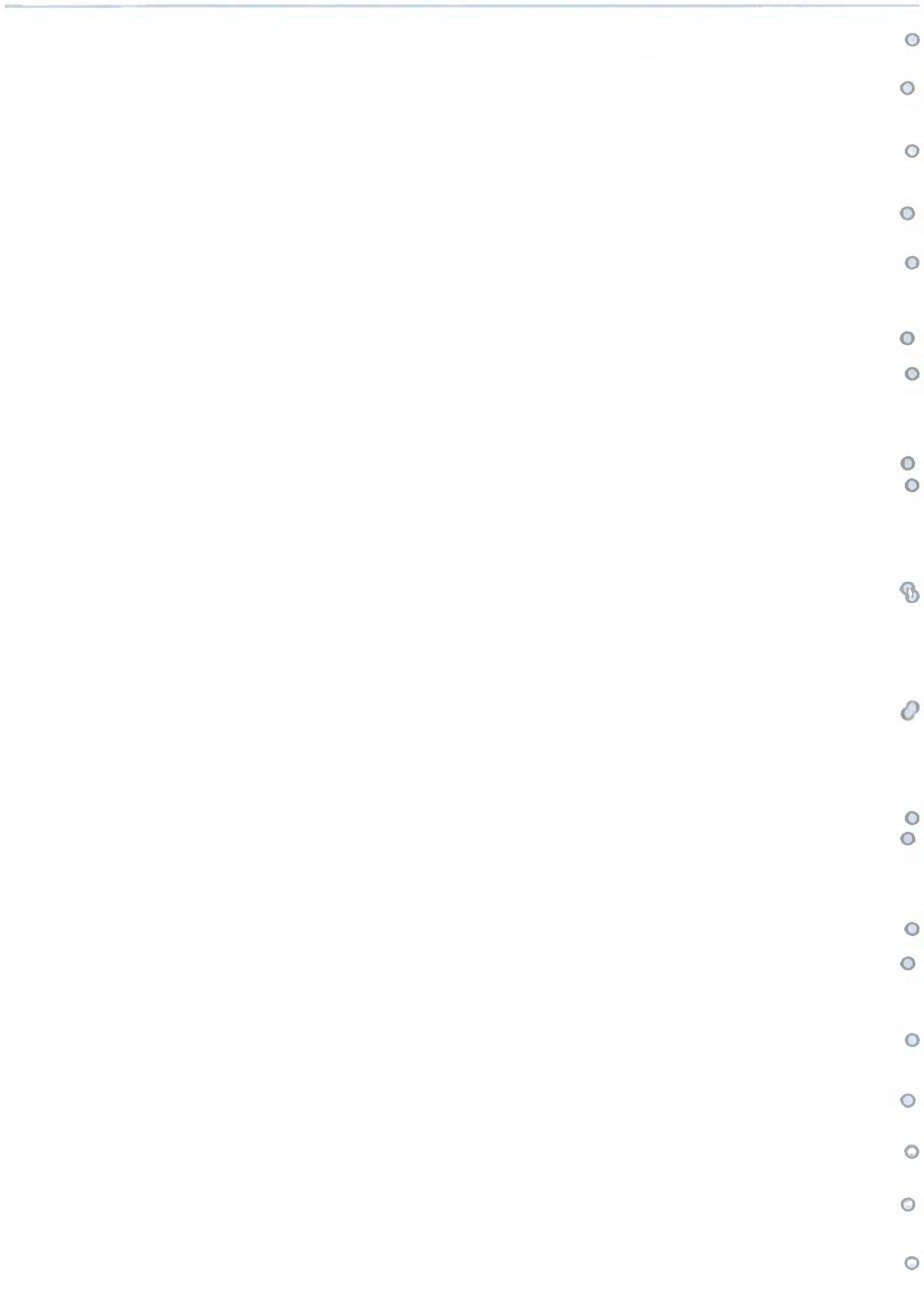
##### **1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION**

- 1.1 The Owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split and the remaining paragraphs of this Schedule 3 part 1.
- 1.2 The Affordable Housing Units and Additional Affordable Housing Units shall together not exceed 50 per cent (by Habitable Room) of all of the Dwellings across the Development PROVIDED THAT the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Tenure Split.

##### **Part 2 – Submission of Viability Review Information and Use of Surplus Profit**

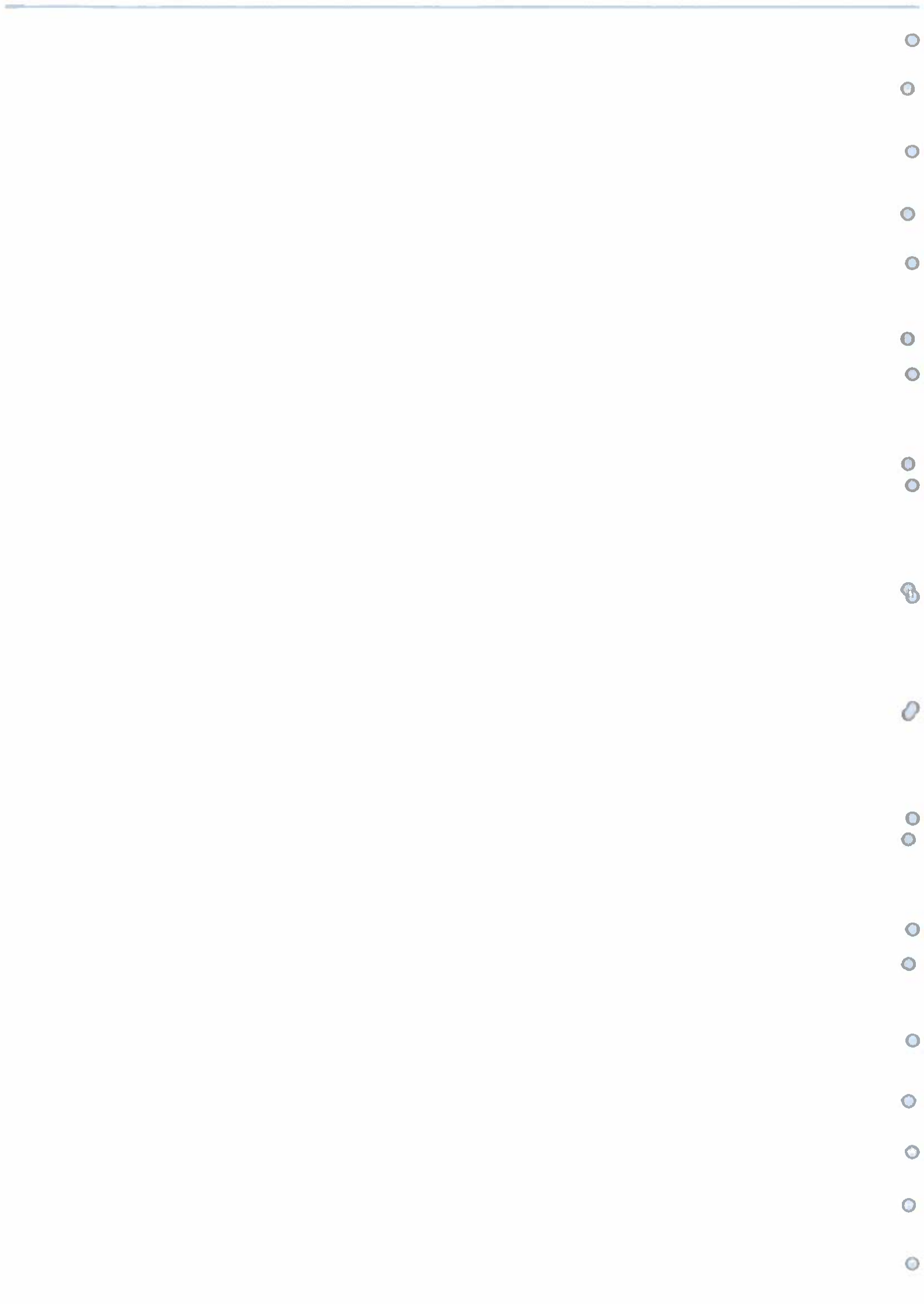
##### **2. EARLY VIABILITY REVIEW TRIGGER**

- 2.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 2.2 No later than 5 Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 2.3 Following the Owner's notification pursuant to paragraph 2.1 of this Part 2 of Schedule 3, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:



- 2.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  - 2.3.2 comply with relevant health and safety legislation; and
  - 2.3.3 at all times be accompanied by the Owner or their agent.
- 2.4 No later than 20 Working Days after the Council receives:
  - 2.4.1 notice pursuant to paragraph 2.1 of this Part 2 of Schedule 3; or
  - 2.4.2 if the Council makes a request under paragraph 2.2 of this Part 2 of Schedule 3, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 20 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 2.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 2 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 2.4 of this Part 2 of Schedule 3 that Substantial Implementation has been achieved.
- 2.6 Any dispute between the parties regarding whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date may be referred to dispute resolution in accordance with clause 12.
- 2.7 The Owner shall not Occupy the Development or any part thereof until:
  - 2.7.1 the Council has notified the Owner pursuant to paragraph 2.4 of this Part 2 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
  - 2.7.2 the Council has confirmed in writing pursuant to paragraph 4.4 of this Part 2 of Schedule 3 that no Additional Affordable Housing Units are required; or
  - 2.7.3 If the Council notifies the Owner pursuant to paragraph 4.4 of this Part 2 of Schedule 3 that Additional Affordable Housing Units are required, an



Additional Affordable Housing Scheme has been approved pursuant to paragraph 4.4 or 4.5 of this Schedule 3.

**3. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 2 of this Part 2 of Schedule 3 or pursuant to dispute resolution in accordance with clause 12):

3.1.1 the Owner shall submit to the Council the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 2 of this Part 2 of Schedule 3 that Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:

3.1.1.1 the Development Viability Information for Formula 1a and Formula 2;

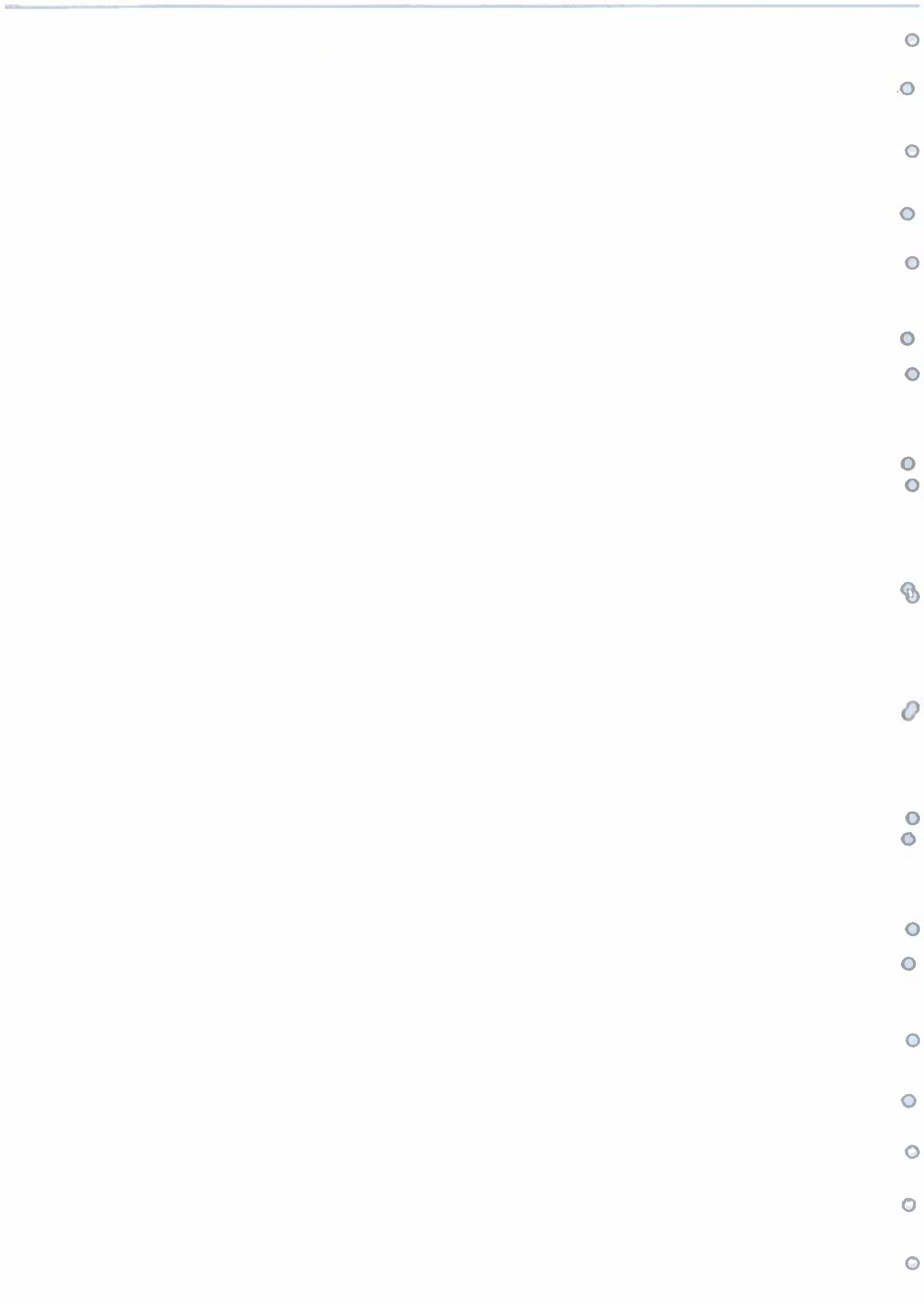
3.1.1.2 a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and

3.1.1.3 where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

3.1.2 paragraphs 4 and 5 of this Part 2 of Schedule 3 shall apply.

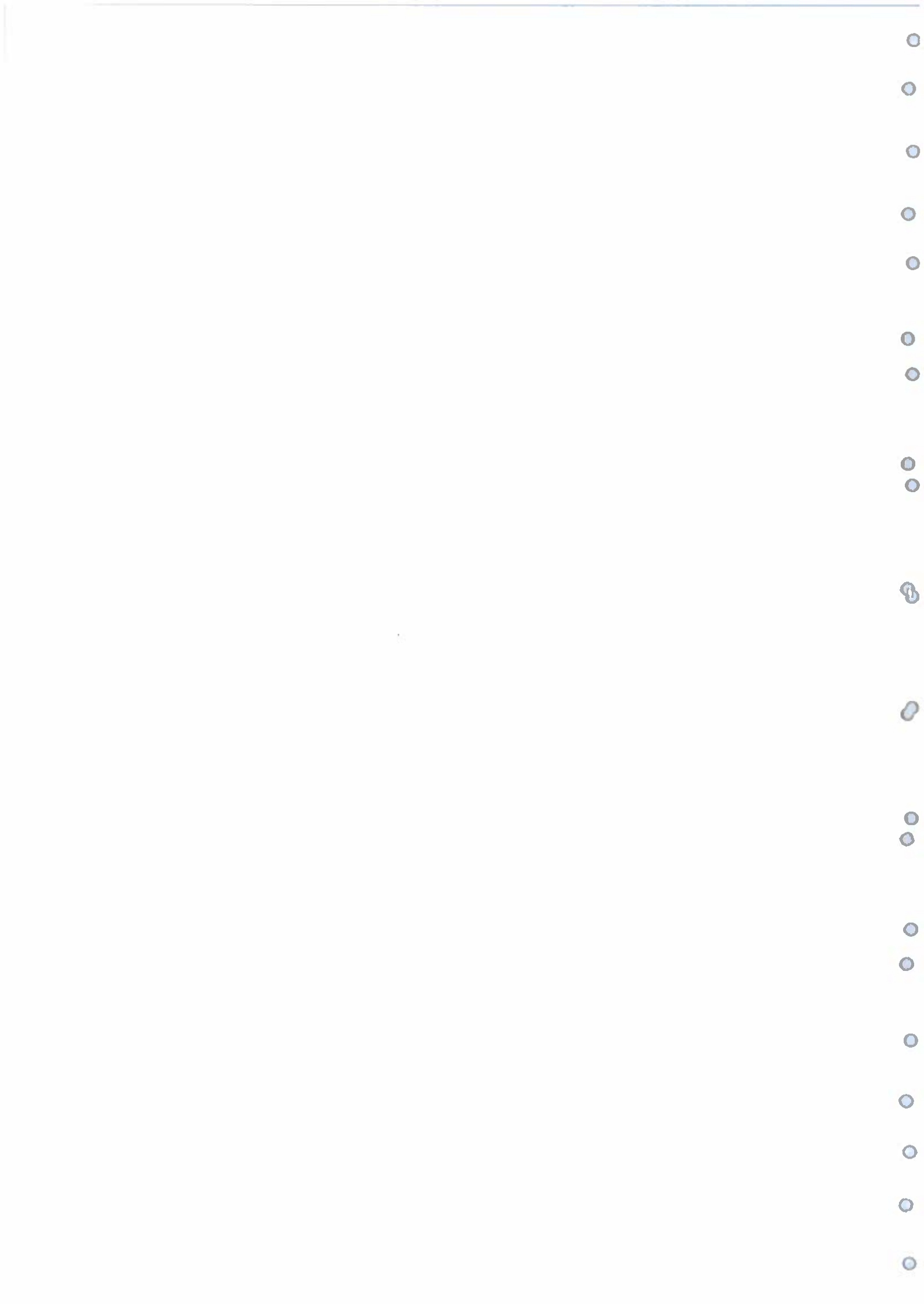
**4. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

4.1 The Council shall assess the information submitted pursuant to paragraph 3 of this Part 2 of Schedule 3 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and



for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

- 4.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 3 of this Part 2 of Schedule 3 provided that any External Consultant so appointed will report to the Council within 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 3 of this Part 2 of Schedule 3.
- 4.3 In the event that the Council and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.
- 4.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3 of this Part 2, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved (if applicable).
- 4.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 4.4 of this Part 2 of Schedule 3.
- 4.6 If the Council's assessment pursuant to paragraph 4.4 of this Part 2 of Schedule 3 concludes, that



4.6.1 a Surplus Profit arises following the application of Formula 1a but the Surplus Profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

4.6.2 a Surplus Profit arises following the application of Formula 1a but such the Surplus Profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any Surplus Profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

4.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 3 of this Part 2 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

4.8 Following the Council notifying the Owner of its decision pursuant to paragraph 4.4 above, any party may refer the matter to dispute resolution pursuant to clause 12 to determine whether any Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 (and, if so, how many).

## **5. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING**

5.1 Where it is determined pursuant to paragraph 4 of this Part 2 that one or more Additional Affordable Housing Units are required, the Owner shall not Occupy or permit the Occupation of more than sixty five per cent (65%) of the Open Market Housing Units unless and until it has:

5.1.1 practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and

5.1.2 paid any remaining Surplus Profit pursuant to paragraph 4.6 of this Part 2 of Schedule 3 to the Council towards the delivery of offsite Affordable Housing within the Authority's Area.



5.2 The Parties agree that the terms of paragraphs 3 to 8 (inclusive) of Schedule 2 apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

**6. PUBLIC SUBSIDY**

6.1 Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2.

**7. MONITORING**

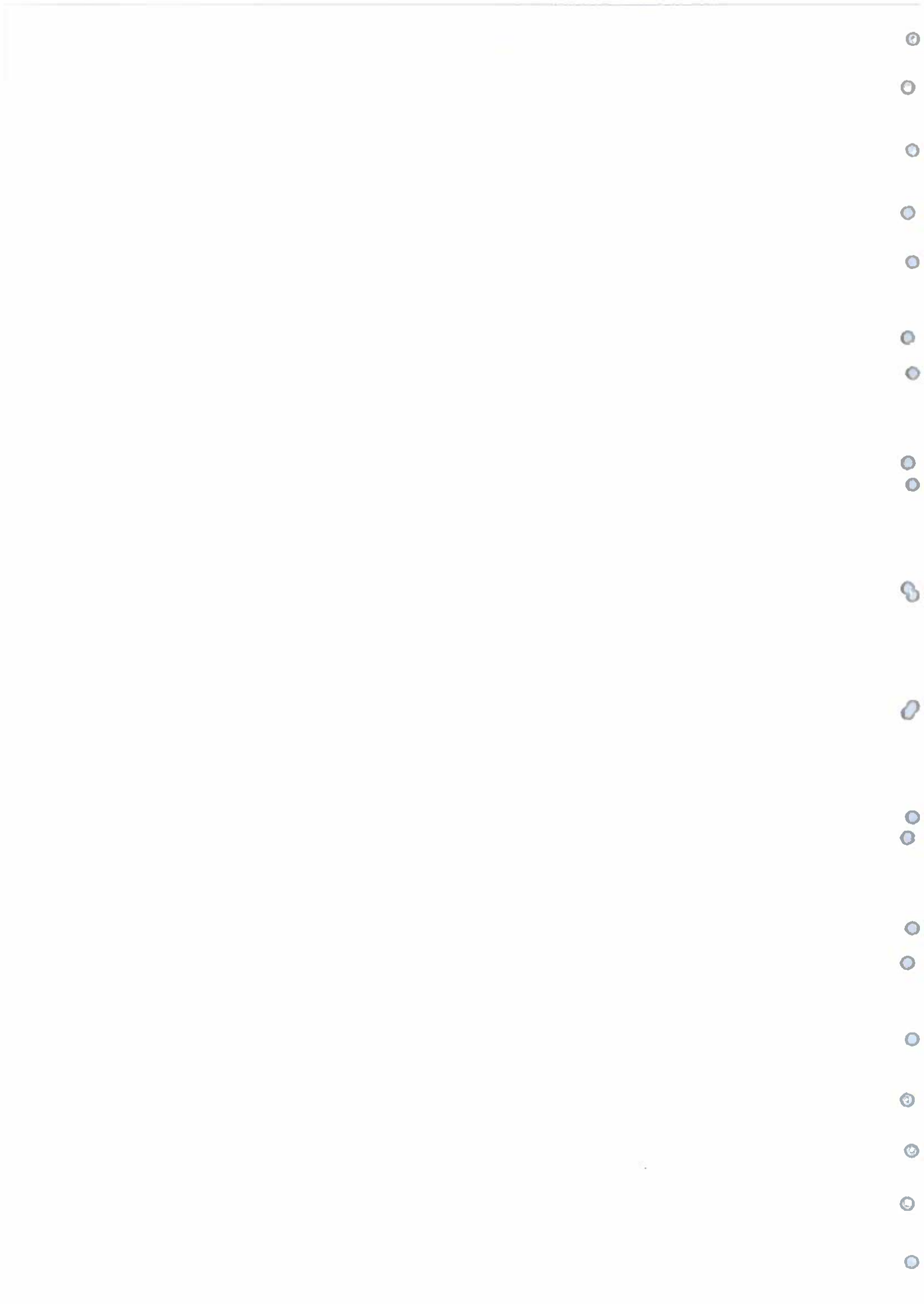
7.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

7.2 The Parties acknowledge and agree that the Council shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraph 4.4 or 4.5 of this schedule 3 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 4.4 of this schedule 3

(a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

(b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

(c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 4.6 of this schedule 3.



## ANNEX TO SCHEDULE 2

### FORMULA 1a (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (D - E)) - P$$

#### Where:

**A** = Estimated GDV (£)

**B** =  $A \div (C + 1)$

**C** = Percentage change in the Land Registry House Price Index for new build properties for the Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

**D** = Estimated Build Costs (£)

**E** =  $D \div (F + 1)$

**F** = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

**P** =  $(A - B) * Y$

**Y** = 20%, being developer profit as a percentage of GDV for the private residential component as determined as part of the review (%)

#### Notes:

(A – B) represents the change in GDV of the private residential component of the development from the date of planning permission to the date of review.

(D – E) represents the change in build costs of the Development from the date of the planning permission to the date of the review.



## **FORMULA 2 (Additional affordable housing)**

**X =** Additional London Affordable Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

**Y =** Additional London Living Rent Housing / London Shared Ownership requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

### **Where:**

**A =** Average Open Market Housing Value (£ per m<sup>2</sup>)

**B =** Average London Affordable Rented Housing Value (£ per m<sup>2</sup>)

**C =** Average Intermediate Housing Value (£ per m<sup>2</sup>)

**D =** Average Habitable Room size for the Development being **16.3 square metres m<sup>2</sup>**

**E =** Surplus Profit available for Additional Affordable Housing Units as determined in Formula 1a (£)

**F =** Percentage of Surplus Profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing as advised by the Council (%)

**G =** Percentage of Surplus Profit available for Additional Affordable Housing Units to be used for London Living Rent Housing or London Shared Ownership Housing as advised by the Council (%)

### **Notes:**

(A – B) represents the difference in average value of market housing per m<sup>2</sup> and average value of London Affordable Rented Housing per m<sup>2</sup> (£)

(A – C) represents the difference in average value of market housing and average value of London Living Rent Housing and London Shared Ownership Housing per m<sup>2</sup> (£)

(E \* F) represents the surplus profit to be used for London Affordable Rented Housing (£)

(E \* G) represents the surplus profit to be used for London Living Rent Housing or London Shared Ownership Housing (£)

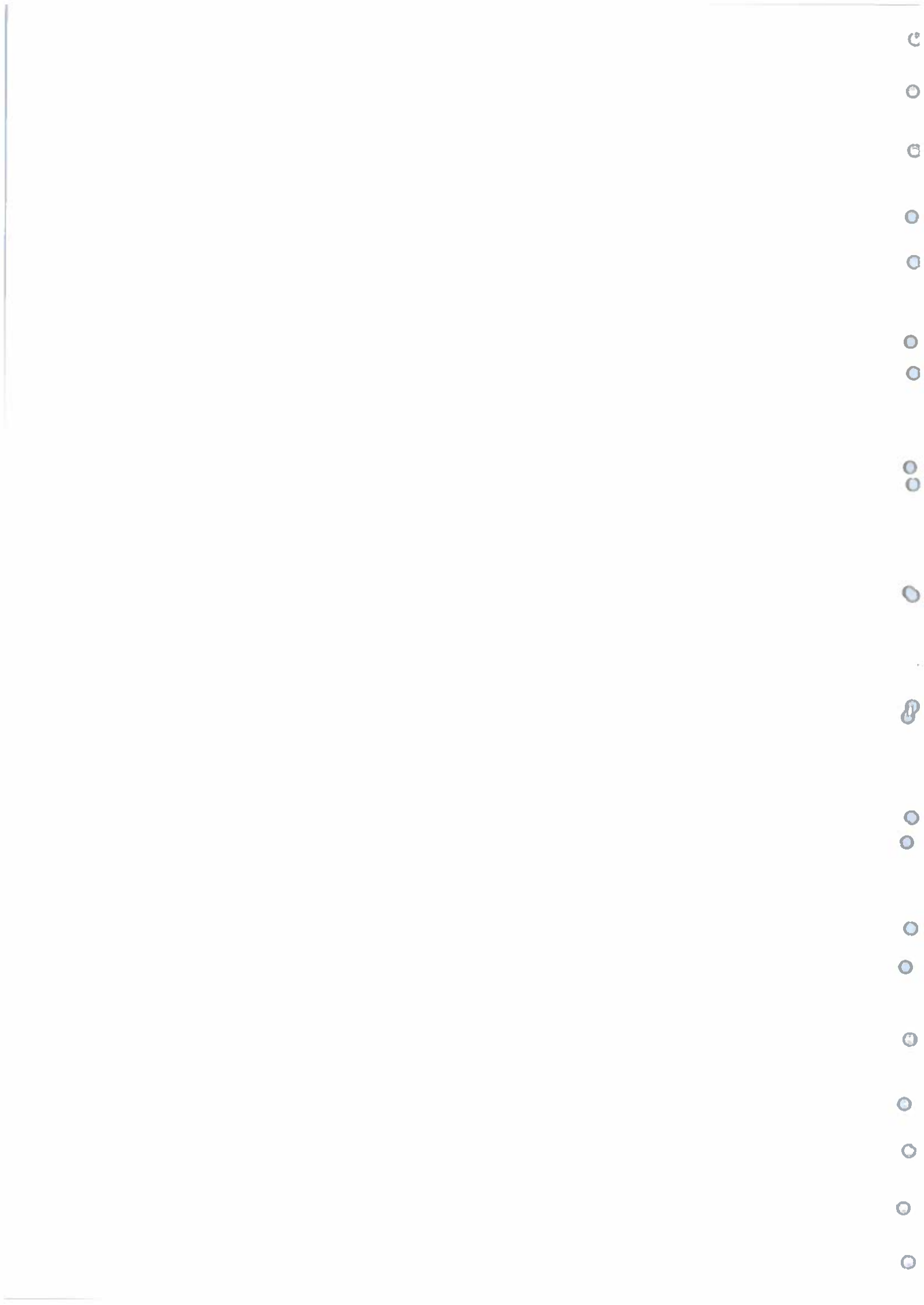


## **SCHEDULE 4**

### **HIGHWAY WORKS**

The Owner hereby covenants and agrees with the Council as follows:

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed in accordance with the Highways Agreement to which they relate.
2. To enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced or to procure that the Owner's successor in title to the Site shall enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highway Works (including the scope and specification of any associated works, studies, audits or modelling referred to in the definition of Highway Works) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highway Works including any traffic orders the Council seeks to make which are necessary to implement the Highway Works, whether or not such orders are successfully made.
5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highway Agreements.

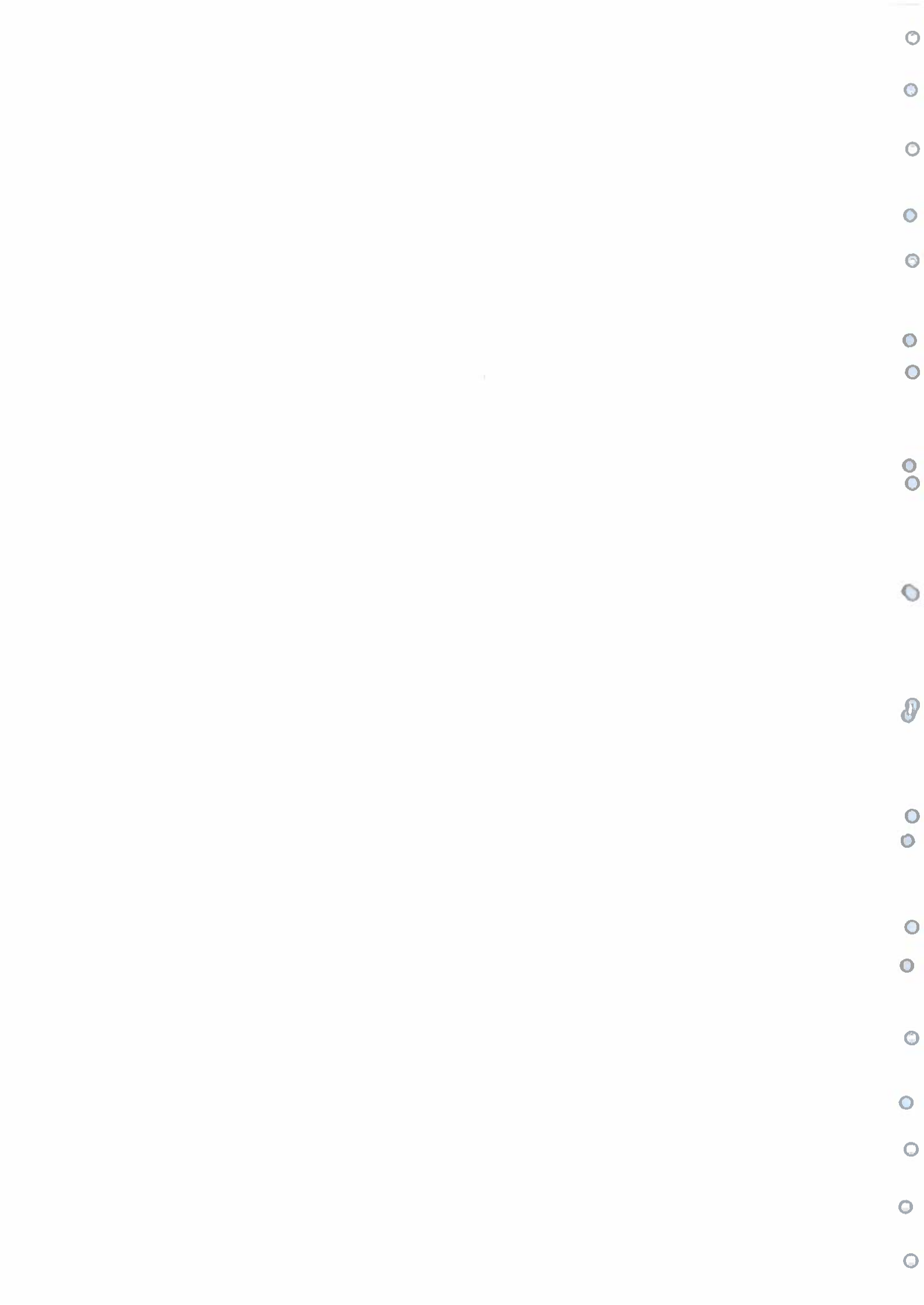


## **SCHEDULE 5**

### **AIR QUALITY & GREEN INFRASTRUCTURE CONTRIBUTION**

The Owner hereby covenants and agrees with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Air Quality & Green Infrastructure Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development of any part of the Development before the Air Quality & Green Infrastructure Contribution is paid to the Council.

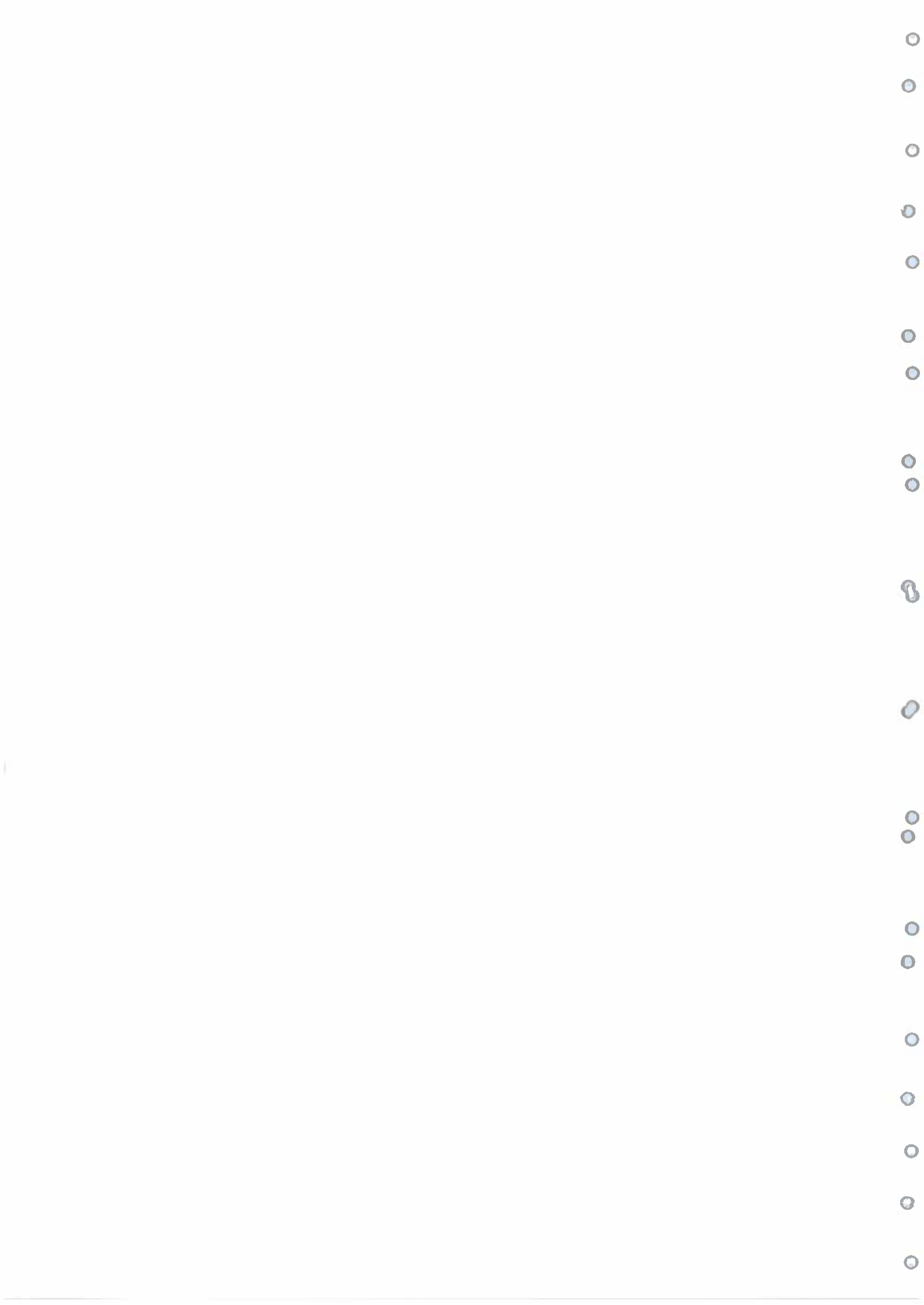


## **SCHEDULE 6**

### **CARBON OFFSET CONTRIBUTION**

The Owner hereby covenants and agrees with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Carbon Offset Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development of any part of the Development before the Carbon Offset Contribution is paid.



## **SCHEDULE 7**

### **CONSTRUCTION TRAINING SCHEDULE**

The Owner hereby covenants with the Council as follows:

#### **Construction Training Scheme: In-kind Provision**

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to Commencement of the Development the Owner shall pay the Co-ordinator Costs to the Council (if required pursuant to the agreed Construction Training Scheme).
5. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 4 of this Schedule have been complied with.
6. In the event of Significant Under-Performance the Council reserves the right to request payment of the Training Costs. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Training Costs will not be payable by the Owner and the request for payment will be withdrawn by the Council.
7. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Training Costs is paid to the Council.

#### **Construction Training Contribution in lieu**



8. The Construction Training Scheme will not be required and the obligations within **paragraphs 1 – 7** (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is shall be payable pursuant to this paragraph 8 this shall be paid to the Council prior to Commencement of the Development
9. Not to Occupy or cause to be Occupied any part of the Development before either:
  - 9.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
  - 9.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
  - 9.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above



## **SCHEDULE 8**

### **PARKING PERMIT RESTRICTIONS**

The Owner covenants and agrees with the Council as follows:-

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. [ ]]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon (“the Council”) not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1”
4. For the avoidance of doubt the provisions of clause 4.6 of this deed do not apply to this Schedule 7.

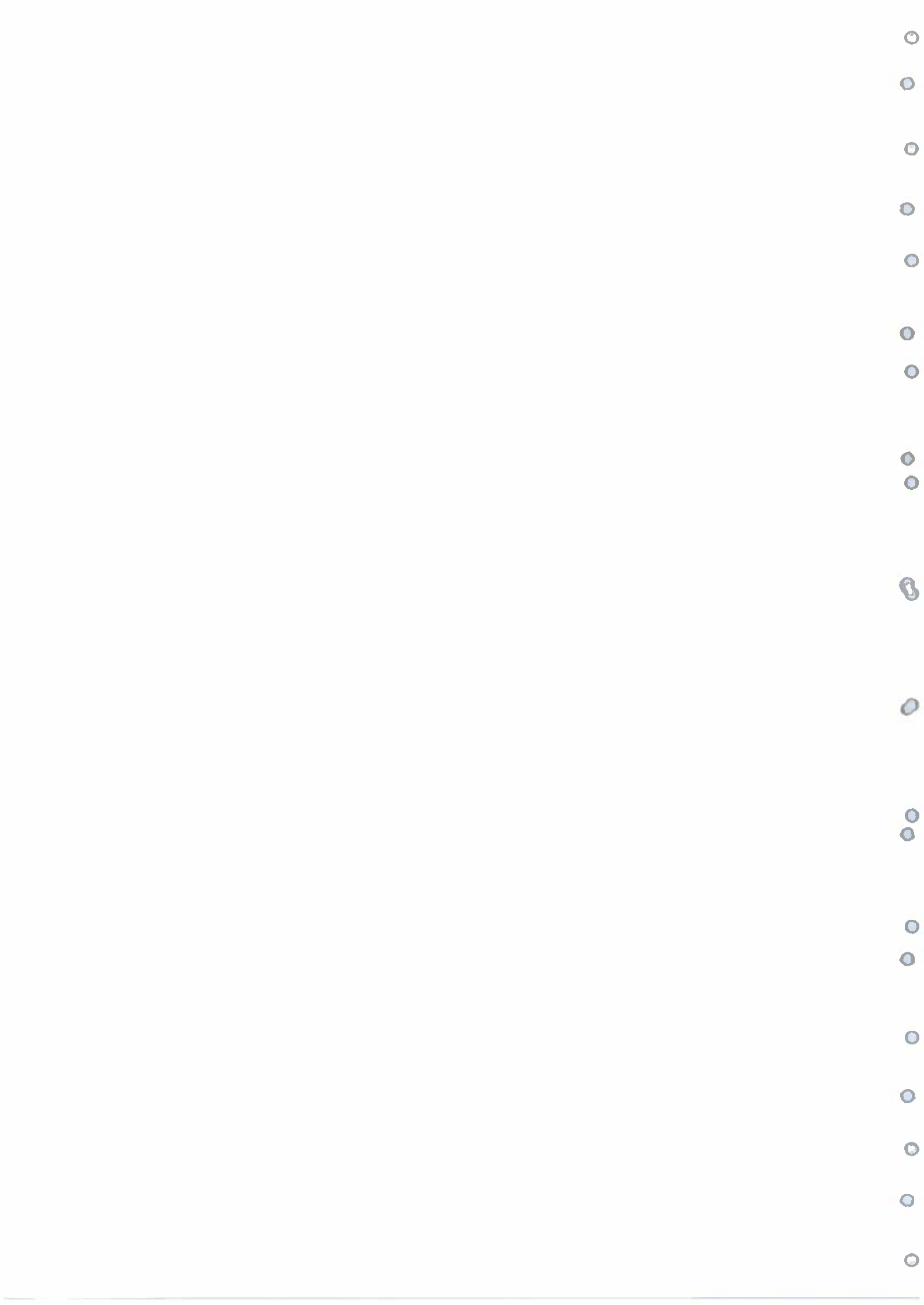


## **SCHEDULE 9**

### **CANAL AND RIVER TRUST CONTRIBUTION**

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Canal and River Trust Contribution; and
2. Not to Occupy the Development before the Canal and River Trust Contribution is paid to the Council.



## **SCHEDULE 10**

### **SANTANDER BIKES CONTRIBUTION**

The Owner hereby covenants with the Council as follows:

1. Prior to the first Occupation of the first Dwelling to pay to the Council the Santander Bike Scheme Contribution; and
2. Not to Occupy the Development before the Santander Bike Scheme Contribution is paid to the Council.



## **SCHEDULE 11**

### **CYCLE PARKING DEMAND REVIEW**

The Owner hereby covenants with the Council as follows:

1. Following the first Occupation of the first Dwelling to undertake a Cycle Parking Demand Review in the first month of March thereafter.
2. Following the first Cycle Parking Demand Review, to complete a further Cycle Parking Demand Review every year in March for a period of four years.
3. The Cycle Parking Demand Review should take place on a Tuesday, Wednesday or Thursday during any week in March that avoids Easter Holidays between the hours of 07:00 and 19:00 to establish whether the number of cycle stands provided is sufficient to cater for demand.
4. Should a Cycle Parking Demand Review demonstrate that 85% of all spaces are occupied, then this will serve as a trigger requiring the developer to increase the total number of cycle stands available up to a maximum of 244. The number of extra stands to be provided will be discussed with and agreed by the Council.



## **SCHEDULE 12**

### **RESIDENTIAL TRAVEL PLAN**

The Owner hereby covenants with the Council as follows:

To produce a Residential Travel Plan containing a series of measures to be delivered that will reduce the number of vehicular trips generated by the residents of the new development. This will include baseline trip data, details of the measures to be implemented, SMART trip generation and mode split targets, how the Travel Plan will be monitored and reviewed and how the Owner will respond in the event of targets not being met.

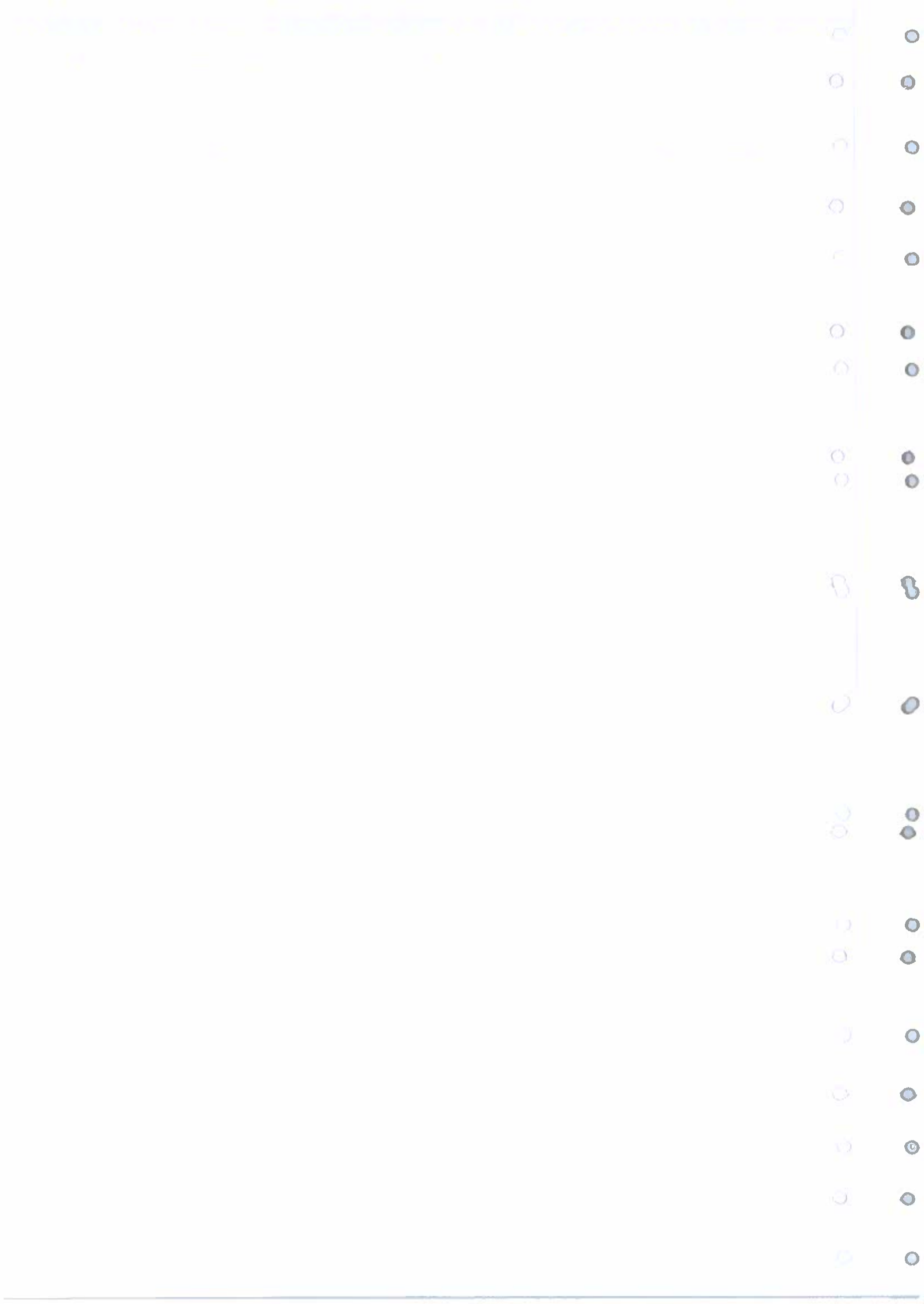


### **SCHEDULE 13**

#### **RETAIL TRAVEL PLAN**

The Owner hereby covenants with the Council as follows:

To produce a Retail Travel Plan containing a series of measures to be delivered that will reduce the number of vehicular trips generated by the new supermarket. This will include baseline trip data, details of the measures to be implemented, SMART trip generation and mode split targets, how the Travel Plan will be monitored and reviewed and how the Owner will respond in the event of targets not being met.



**(i) NOTIFIED TO THE COUNCIL:**

**(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:**

**NB: Please continue of separate sheet(s) if necessary.**

**TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"**

**UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE**

**"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS**

**SPECIFIED IN THE AGREEMENT**

**FOR COUNCIL USE**

☐

**NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS**

**COST CODE:** \_\_\_\_\_

**PLANNING COSTS:** \_\_\_\_\_

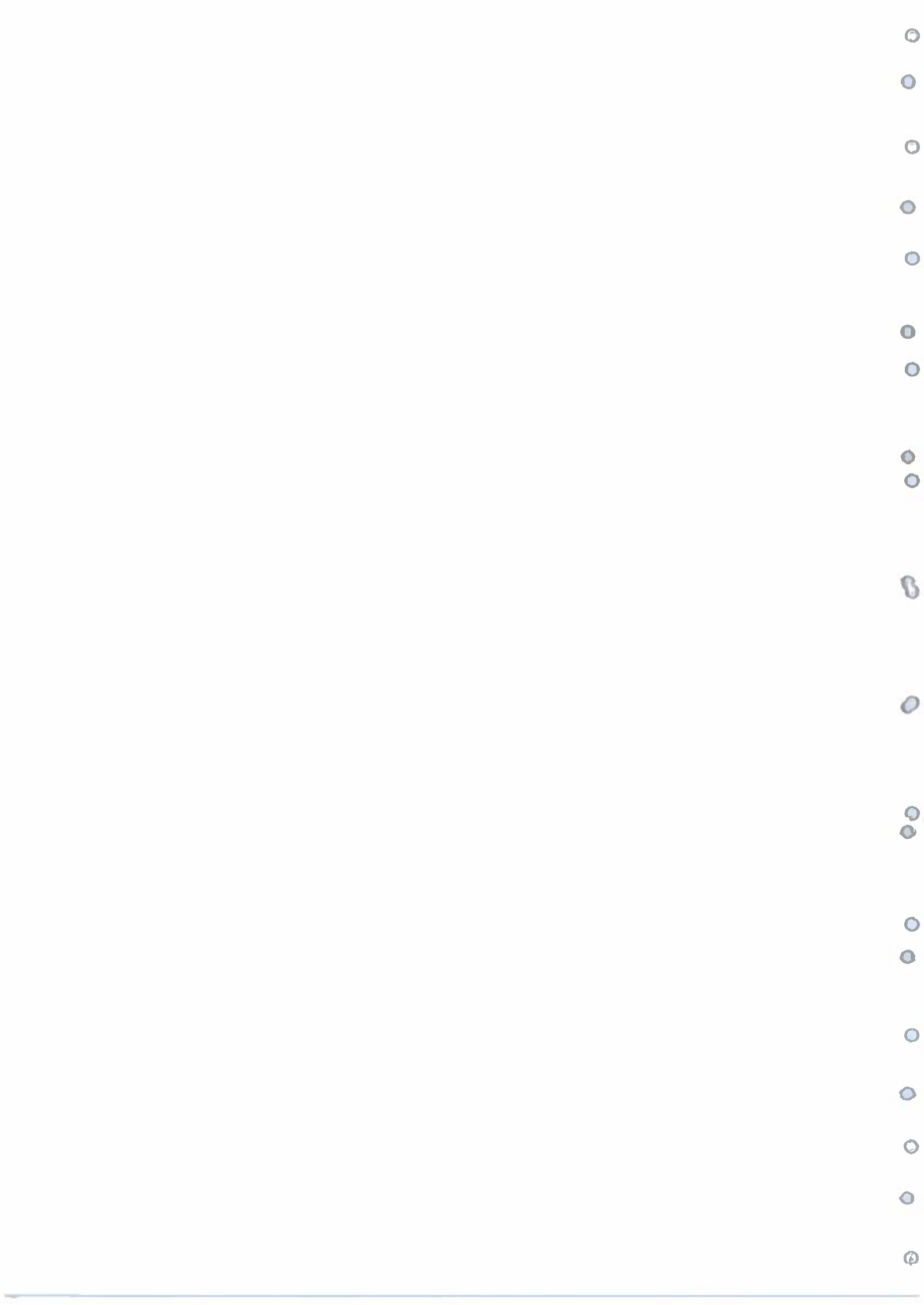
**LEGAL COSTS:** \_\_\_\_\_

**OTHER COSTS (IDENTIFY):** \_\_\_\_\_

**MAINTENANCE COSTS (COMMUTED SUM)**

**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS**

**YES/NO**



## **APPENDIX 2**

### **PLAN**

