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Dated *28th January* 2016

ASHFIELD DISTRICT COUNCIL

NOTTINGHAMSHIRE COUNTY COUNCIL

ROLLS-ROYCE PLC

PERSIMMON HOMES LIMITED

MALCOLM HENRY HODGKINSON & SYLVIA ANN HODGKINSON

HARRON HOMES LIMITED

MUSE DEVELOPMENTS LIMITED

SANTANDER UK PLC

DEED OF VARIATION
pursuant to section 106A of the
Town and Country Planning Act
1990 relating to land Watnall Road,
Hucknall, Nottingham, NG15 6EU

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This Deed of Variation is made on

28th January

2016

Between

- (1) **Ashfield District Council** of Urban Road, Kirkby-in-Ashfield, Nottingham, NG17 8DA (**District Council**);
- (2) **Nottinghamshire County Council** of West Bridgford, Nottingham, NG2 7QP (**County Council**);
- (3) **Rolls-Royce plc** (Company No. 01003142) whose registered office is at 62 Buckingham Gate, London SW1E 6AT (the **First Owner**);
- (4) **Persimmon Homes Limited** (Company No. 04108747) whose registered office is at Persimmon House, Fulford, York, YO19 4FE (the **Second Owner**);
- (5) **Malcolm Henry Hodgkinson and Sylvia Ann Hodgkinson** both of Greasley Castle Farm, Church Road, Greasley, Nottingham, NG16 2AB (the **Third Owner**);
- (6) **Harron Homes Limited** (Company No. 03012678) whose registered office is at Colton House, Temple Point, Bullerthorpe Lane, Leeds LS15 9JL (the **Fourth Owner**);
- (7) **Muse Developments Limited** (Company No. 02717800) whose registered office is at Kent House 14-17 Market Place, London W1W 8AJ in its capacity as chargee of the Second Owner and the Fourth Owner (the **First Chargee**); and
- (8) **Santander UK PLC** (Company No. 02294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN in its capacity as lender to the Fourth Owner (the **Second Chargee**);

Whereas

- (A) The District Council is the local planning authority for the purposes of Section 106 of the Act for the area in which the Site is situated.
- (B) The County Council is the local education authority and the local highway authority for the area within which the Site is located and remains entitled to enforce certain obligations in the Original Agreement.
- (C) The First Owner is the freehold owner of the First Owner's Land.
- (D) Since the Original Agreement was entered into the First Owner has transferred the freehold of part of its land as set out below.
- (E) The Second Owner acquired the freehold to the Second Owner's Land from the First Owner by virtue of a Transfer Deed dated 3 July 2015 made between (1) Rolls-Royce PLC (2) Muse Developments Limited and (3) Persimmon Homes Limited (the **Persimmon Homes Transfer**).
- (F) The Third Owner acquired the freehold to the Third Owner's Land from the First Owner by virtue of a Transfer Deed dated 19 November 2015 made between (1) Rolls-Royce PLC and (2) Malcolm Henry Hodgkinson & Sylvia Ann Hodgkinson (the **Hodgkinson Transfer**).

- (G) The Fourth Owner acquired the freehold to the Fourth Owner's Land from the First Owner by virtue of a Transfer Deed dated 27 November 2015 made between (1) Rolls-Royce PLC (2) Muse Developments Limited and (3) Harron Homes Limited (the **Harron Homes Transfer**).
- (H) The First Chargee has:
- 1) a legal charge over part of the Second Owner's Land by virtue of a Legal Charge dated 3 July 2015 made between (1) Persimmon Homes Limited and (2) Muse Developments Limited; and
 - 2) a first ranking legal charge over part of the Fourth Owner's Land by virtue of a Legal Charge dated 27 November 2015 made between (1) Harron Homes Limited and (2) Muse Developments Limited.
- (I) The Second Chargee has a second ranking legal charge over the Fourth Owner's Land by virtue of a Legal Charge dated 27 November 2015 made between (1) Harron Homes Limited and (2) Santander UK PLC.
- (J) The First Owner's Land, Second Owner's Land, Third Owner's Land and Fourth Owner's Land and the Excluded Land together comprise that part of the Site which was formerly all of the land registered at the Land Registry under title numbers NT110714 and NT83689 being the Obligation Land.
- (K) The freehold of the Excluded Land has been the subject of transfers to utility companies/statutory undertakers and the District Council and the County Council have agreed that the Excluded Land shall no longer form part of the Obligation Land (despite being part of the Site) and is hereafter free from the obligations in and provisions of the Original Agreement as varied by this Deed.
- (L) An application was made pursuant to the Further Application to vary condition 2 of the Original Permission.
- (M) The District Council the County Council the First Owner the Second Owner the Third Owner the Fourth Owner the First Chargee and the Second Chargee have agreed to enter this Deed to ensure the covenants and obligations contained within the Original Agreement bind the Obligation Land and apply to any Development carried out pursuant to the Further Permission

It is agreed

1 Definitions and interpretation

- 1.1 In this Deed the following words and expressions shall where the context so admits have the following meanings:

Chargees means together the First Chargee and the Second Chargee

Excluded Land means:

- (a) the land shown edged red on WSP Drawing 1092-S38-GA-101 Rev C attached at Appendix 3 pending registration at the Land Registry (with provisional title number NT515230); and

- (b) the land shown shaded pink on Western Power Distribution Drawing MCO3972_C attached at Appendix 3 pending registration at the Land Registry (with provisional title number NT516159); and
- (c) the land shown shaded pink on Western Power Distribution Drawing MCO3972_D(1) attached at Appendix 3 pending registration at the Land Registry (also with provisional title number NT516159)

First Owner's Land means the land registered at Land Registry under title number NT83689 and the land registered at the Land Registry under title number NT110714 less:

- (a) the Excluded Land; and
- (b) the Second Owner's Land, Third Owner's Land and Fourth Owner's Land

(the plans for titles NT110714 and NT83689 are attached at Appendix 4)

Fourth Owner's Land means the land subject to the Harron Homes Transfer shown edged red on WSP Drawing 1092-SK-036 Rev A attached at Appendix 4 pending registration at the Land Registry (with provisional title number NT517255)

Original Agreement means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated 14 November 2014 between (1) Rolls-Royce Plc (2) Ashfield District Council (3) Nottinghamshire County Council a copy of which is annexed to this Deed at the Appendix 2

Original Permission means the planning permissions subject to conditions granted by the District Council on 14 November 2014 under Planning Permission Reference No V/2013/0123

Owners means together the First Owner the Second Owner the Third Owner and the Fourth Owner

Further Application means the application for planning permission submitted by the First Owner and the First Chargee to the District Council and validated by the District Council on 20 October 2015 assigned the reference V/2015/0633

Further Permission means the planning permission granted subject to the Further Application pursuant to section 73 of the Act a draft of which is annexed to this Deed at Appendix 1

Second Owner's Land means the land subject to the Persimmon Homes Transfer shown edged red on WSP Drawing 1092-SK-025 Rev B attached at Appendix 4 pending registration at the Land Registry (with provisional title number NT513737)

Third Owner's Land means the land subject to the Hodgkinson Transfer shown edged red on re-form drawing RF13-110SK24 attached at Appendix 4 pending registration at the Land Registry (with provisional title number NT517337)

- 1.2 In this Deed in addition to the definitions set out at clause 1.1 above and save as varied by clause 4.1 below unless the context otherwise requires all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.

2 Covenants to Council

- 2.1 This Deed is made in pursuance of Section 106 and Section 106A of the Town and Country Planning Act 1990 (the "Act") and shall be enforceable by the District Council as planning authority and the County Council as highways authority and education authority and shall be binding on the Owners and the Chargees and their successors in title and assigns as the case may be.
- 2.2 It is hereby agreed by the District Council the County Council the Owners and the Chargees that the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed shall apply to the Further Permission and be binding on the Obligation Land and the Owners and the Chargees covenant with the District Council and the County Council to observe and perform the covenants, restrictions and obligations contained in the Original Agreement upon Commencement of Development pursuant to the Further Permission.
- 2.3 The Owners and the District Council agree that the Original Agreement is varied in the manner specified in Clause 4.
- 2.4 The Original Agreement shall from the date of this Deed take effect and be read and construed as varied by Clause 4 to this Deed.
- 2.5 The District Council the County Council the Owners and the Chargees confirm that the covenants, rights, obligations and conditions contained in the Original Agreement (save as varied by this Deed) shall continue in full force and effect.

3 Conditionality

- 3.1 This Deed shall take effect upon completion of this Deed but is conditional on the grant and issue of the Further Permission.

4 Variation

- 4.1 The District Council the County Council the Owners and the Chargees each agree that in the Original Agreement:

- (a) clause 1 (Definitions and Interpretation) of the Original Agreement shall be inserted the following definitions:

"Further Application means planning application V/2015/0633"

"Further Permission means the planning permission granted further to the Further Application"

- (b) clause 1 (Definitions and Interpretation) of the Original Agreement the definition of "Obligation Land" shall be deleted and replaced as follows:

"Obligation Land" means the First Owner's Land the Second Owner's Land the Third Owner's Land and the Fourth Owner's Land

- (c) at clause 1 in the definitions of

"Commencement Date"

"Dwellings"

"Phasing Plan"

"Reserved Matters Application"

there shall after each respective reference to "Planning Permission" be inserted the words "or Further Permission"

- (b) at clauses 3.7 (a), 3.9, 3.10 and 6.6 there shall after each respective reference to "Planning Permission" be inserted the words "or Further Permission".
- (c) At Schedule 2 in the definitions of "Developable Land" and "Planning Agreement" there shall in each case be inserted the after the words "Planning Permission" the words "or the Further Permission"

- 4.2 Save for the amendments as set out at clause 4.1, all other terms covenants and obligations in the Original Agreement shall continue to bind the Obligation Land.

5 Chargee Consents

- 5.1 The First Chargee acknowledges and declares that this Deed has been entered into by the Second Owner and separately by the Fourth Owner with its consent and with the intention that the respective interests of the Second Owner and the Fourth Owner in the Site shall be bound by the obligations in the Original Agreement as varied by this Deed **SAVE THAT** the First Chargee or any other chargee or mortgagee for the time being shall incur no liability under this Deed unless it takes possession of the Site or any part thereof in relation to which it takes the benefit of a charge in which case it shall be bound by the obligations in the Original Agreement as varied by this Deed until it shall have disposed of its interest in the Site or part thereof.
- 5.2 The Second Chargee acknowledges and declares that this Deed has been entered into by the Fourth Owner with its consent and with the intention that the interest of the Fourth Owner in the Site shall be bound by the obligations in the Original Agreement as varied by this Deed **SAVE THAT** the Second Chargee or any other chargee or mortgagee for the time being shall incur no liability under this Deed unless it takes possession of the land or part thereof over which it has a charge in which case it shall be bound by the obligations in the Original Agreement as varied by this Deed until it has disposed of its interest in the Site or part thereof.

6 Third Parties

The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Deed.

7 Land Charge

- 7.1 This Deed is a Local Land Charge and shall be registerable as such by the District Council in its Register of Local Land Charges in accordance with the provisions of the Local Land Charges Act 1975.
- 7.2 The District Council shall register this Deed in its Register of Local Land Charges.
- 7.3 Following compliance by the Owners with their covenants in the Original Agreement and this Deed and upon a written request from any of the Owners the District Council shall remove any references to this Deed or its content from the Register of Local Land Charges.

8 Legal Costs

The First Owner covenants and agrees to pay on the date hereof the reasonable legal costs of the District Council (up to £3,000) and of the County Council (up to £2,500 for internal legal and up to £1,500 plus VAT and disbursements (up to a maximum of £100 plus VAT) for external legal) in the preparation and completion of this Deed.

9 Governing Law and Jurisdiction

This Deed shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

10 Counterparts

This Deed has been executed in counterparts each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Deed.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

The Common Seal of)
Ashfield District Council)
Was affixed to this Deed in the presence of)

.....
Chairman
.....
Authorised Officer



The Common Seal of)
Nottinghamshire County Council)
was affixed in the presence of)
)

.....
Authorised Officer
.....

) Authorised Officer

Executed as a deed by)
Rolls-Royce plc)
 acting by its duly authorised attorney:-)
)
) Attorney

In the presence of:

.....

Witness signature

Witness Name:

.....

Witness Address:

.....

.....

.....

Signed as a deed by
 and
 as attorney for and on behalf of (attorney's signature)
Persimmon Homes Limited
 in the presence of (attorney's signature)

.....
 Signature of witness

Name

Address

.....

Signed as a deed by)
Malcolm Henry Hodgkinson)
in the presence of)

.....
Signature of witness

Name

Address

.....

Signed as a deed by)
Sylvia Ann Hodgkinson)
in the presence of)

.....
Signature of witness

Name

Address

.....

Executed as a deed by)
Harron Homes Limited) Director
acting by two directors or by a director and its)
secretary)
Director/Secretary

Executed as a deed by)
Muse Developments Limited) Director
acting by two directors or by a director and its)
secretary)
) Director/Secretary

Executed as a deed by)
The Bank Santander UK Plc)
)
By:)

Communications to be delivered to:

Address:
Attention: 44 Merrion Street, Leeds, LS2 8JQ

Appendix 1

Draft Section 73 Permission

ASHFIELD DISTRICT COUNCIL

Urban Road,
Kirkby-in-Ashfield,
Nottingham,
NG17 8DA

Tel: 01623 450000
Fax:: 01623 457033
www.ashfield-dc.gov.uk/planning



Ashfield

TOWN AND COUNTRY PLANNING ACT 1990

Town and Country Planning (General Permitted Development) (England) Order 2015
Town and Country Planning (Development Management Procedure) (England) Order 2015
Town and Country Planning (Control of Advertisements) (England) Regulations 2007
Town and Country Planning (Tree Preservation) England Regulations 2012
Planning (Listed Buildings and Conservation Areas Act 1990
Planning (Hazardous Substances) Act 1990
Planning and Compensation Act 1991

Draft Approval Notice

Environmental Impact Assessment

Approval has been granted by Ashfield District Council for the development referred to below providing it is carried out in accordance with the application and plans submitted. The approval is subject to the conditions set out on the attached sheet.

Application Details

Planning Reference Number: **V/2015/0633**

Location of Development: **Rolls Royce Watnall Road
Hucknall
Notts
NG15 6EU**

Description of Development: **Application to Vary Condition 2 Of Planning
Permission V/2013/0123 - Amendment to the Design
of The Access Road to the Approved Business Park
From the A611 Hucknall Bypass in Order to Allow
the Retention of Hucknall Footpath 16 on its
Existing Alignment**

Applicant Name: **Muse Developments Limited/Rolls Royce Plc
Mr Andy Smith**

R.MITCHELL, Chief Executive

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Date:

Draft

CONDITIONS:

1. The formal approval of the local planning authority shall be obtained prior to the commencement of any development with regard to the following Reserved Matters:
 - a. layout
 - b. scale
 - c. appearance
 - d. access
 - e. landscaping
2. Notwithstanding condition 1, the access road off the A611 By-pass, for which full permission has been sought, shall only be carried out in accordance with the details and specifications of the following drawings:-
Drawing H/P.H.MS.60000.01/403, Rev B, Proposed Layout, dated Oct 2015,
Arboricultural Method Statement, dated 22 May 2013, and
Drawing H/P.H.MS.60000.01/404, Rev A, Tree Removal Plan, dated Oct 2015.
3. Applications for approval of reserved matters shall be made to the local planning authority and may be submitted for different parts of the site on a phased basis. The development hereby permitted shall be begun before the expiration of two years from the date of approval of the last reserved matter to be agreed. Notwithstanding this, all reserved matters shall be submitted by 31 December 2024.
4. The development hereby approved shall only be carried out in accordance with the details and specifications of the following drawings:-
Application boundary plan, MUS-DR 140129, dated January 2014
Parameter Plan, MUS-DR130221, dated January 2014.
5. Development shall be carried out in accordance with the approved Phasing and Completion Programme Version 1, November 2014, Ref A1-05, or a revised phasing and completion programme that may later be agreed in writing by the Local Planning Authority.
6. No employment development shall take place until such time as details of the closure of the existing access arrangements has been submitted together with revised access arrangements to the existing employment areas, details of pedestrian and cycle access from Watnall Road, and emergency access proposals which shall be implemented in accordance with an approved phasing and completion programme to the satisfaction of the Local Planning Authority.
7. The development shall not exceed
 - 1,218 sq m A1 shops,
 - 600 sq m A3 food and drink,
 - 5,000 sq m B1 office,
 - 47,500 sq m B2,
 - 47,500 sq m B8 storage or distribution, and

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- 900 dwellings,
unless otherwise agreed in writing by the Local Planning Authority in consultation with the Highways Agency.
8. Except for Infrastructure Phase 1 works approved by reserved matters Planning Permission V/2014/0585, no phase of development shall commence until details of the proposed arrangements and plan for future management and maintenance of the proposed streets including associated drainage contained within that phase of development have been submitted to and approved by the Local Planning Authority. The streets and drainage shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under section 38 of the Highways Act 1980 or a private management and Maintenance Company has been established.
9. No dwellings or employment units within each phase of the development shall be occupied until the roads affording access to those dwellings or employment units have been completed in accordance with the phasing and completion programme.
10. Except for Infrastructure Phase 1 works approved by reserved matters Planning Permission V/2014/0585, prior to commencement of each phase of the development hereby permitted detailed plans and particulars relating to the following items appropriate for that phase shall be submitted to and approved in writing by the Local Planning Authority and each phase shall be implemented in accordance with the phasing and completion programme:
- A detailed layout plan of the phase in context with the whole site (for the avoidance of doubt the submitted Masterplan and Design & Access Statement shall be considered to be for indicative purposes only);
 - The means of access;
 - Pedestrian and cycle routes (including the north/south route connecting Watnall Road to Blenheim Lane, and east/west route between the residential and employment area and connecting the A611 Hucknall Bypass and Watnall Road) within the application site and connections to existing facilities which shall be available for public use on completion of the said phase;
 - The layout and marking of car parking, servicing and manoeuvring areas;
 - The means of enclosure to be erected on site;
 - The finished ground levels for the site and floor levels of the buildings relative to existing levels and adjoining land;
 - Plant and equipment and other structure;
 - Safe routes to schools and school safety zone;
 - Details of the means of foul and surface water drainage together with a programme of implementation;
 - Cycle and bin storage facilities;
 - The detailed design of all roads and junctions, which shall include details of visibility splays, pedestrian refuges, dropped kerbs, tactile paving, traffic calming, street lighting, bridges, culverts, public utilities and street lighting;
 - The bus route, bus stops including, bus stop poles, timetable cases, dropped kerb wheelchair and pushchair access, lit bus shelters with real time displays, layover points, bus gates and enforcement cameras;
 - Drainage and rainwater run-off systems including SUDS which shall accompany any road layout submission and detailed maintenance/management arrangements;
 - A pedestrian, cycle, and vehicle signing and lining scheme including bus

- and lorry routes;
 - Flood lighting/exterior lighting including lux plots;
 - The means of access and highway route for demolition and construction traffic;
 - Parking provision for site operatives and visitors;
 - The loading and unloading and storage of plant and materials used in constructing the development;
 - Wheel washing facilities and street cleansing (including full details of its specification and siting) that may be varied with the approval of the Local Planning Authority and as may be necessary by the works or ground conditions in any phase;
 - The siting of the contractors compounds.
11. Other than for residential phase 1 approved by reserved matters planning permission s V/2014/0652 and V/2015/0008, prior to the commencement of any phase of the residential development, a noise assessment and noise mitigation strategy shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall assess noise from existing Rolls-Royce operations and potential noise from operations at the proposed business park. Noise from these commercial uses shall not exceed a noise rating level of background +5dB, as measured or predicted using British Standard 4142:1997, at any residential dwelling constructed as part of the proposed development to which the reserved matters application in question relates. The strategy schemes shall be implemented as approved.
 12. The development approved by planning permission V/2013/0123 shall take place in accordance with the approved Flood Risk Scheme dated December 2014, ref A2-12 and Broxtowe Borough Council Planning Permission 15/00216/FUL.
 13. The development shall take place in accordance with the Drawing 1092/S278/GA/104 Rev D, Flood Extents for Planning Approval, December 2014, included within Development at South West Hucknall, Addendum to Flood Risk Assessment, October 2015.
 14. The development shall take place in accordance with the Drawings 1092/S278/GA/104 Rev D, Flood Extents for Planning Approval, December 2014, and H/P.H.MS.600000.01/402 Rev G, Long Section over Farleys Brook Bridge Option, August 2015, included within Development at South West Hucknall, Addendum to Flood Risk Assessment, October 2015.]
 15. No phase of the development hereby approved shall take place until such time as a scheme for finished floor levels of the buildings to be set 300mm above surrounding ground level or 600mm above any local source of flood risk, whichever is greater, has been submitted to and approved in writing by the Local Planning Authority.
 16. The Development shall be in accordance with the approved Surface Water Drainage Scheme ref A1-16, November 2014.
 17. Except for Infrastructure Phase 1 works approved by reserved matters Planning Permission V/2014/0585 and the access road to the business park from the A611, no work shall commence on any phase of the development until a re-survey of reptiles has been undertaken and appropriate mitigation measures agreed in writing by the Local Planning Authority. The mitigation measures shall be implemented as agreed. The development shall proceed in accordance with Farleys Brook Water Vole Survey Report, September 2015.

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18. The development shall be in accordance with Habitat Strategy Rev3, ref A1-18.r3 dated March 2015, or a revised Habitat Strategy that may later be agreed in writing by the Local Planning Authority.
19. The development shall take place in accordance with Landscape Management Plan, ref A1-19 V1r3, March 2015, or a revised Landscape Management Plan that may later be agreed in writing by the Local Planning Authority.
20. Except for Infrastructure Phase 1 works approved by reserved matters Planning Permission V/2014/0585, prior to each phase of development approved by this permission, no development (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site shall be submitted to and approved, in writing, by the Local Planning Authority:

A preliminary risk assessment which has identified:

- All previous uses;
- Potential contaminants associated with those uses;
- A conceptual model of the site indicating sources, pathways and receptors
- Potentially unacceptable risks arising from contamination of the site

A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying and requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved.

21. The development shall be in accordance with approved Sewerage Scheme, ref A1-21.r2, dated Feb 2015. No occupation of dwellings approved by this permission shall occur until the scheme for improvement or extension of the existing sewage system has been completed.
22. During the first spring (March – May inclusive), following the felling of any trees within each phase of the development of the application site, details of a watching brief to assess the extent of natural regeneration shall be submitted to and agreed in writing by the Local Planning Authority. Full details of replacement trees to offset tree loss shall be agreed in writing and planted in the first planting season following the felling of any existing trees. Any trees which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.
23. The felling of trees shall only carried out fully in accordance with the submitted Tree Removal Plan and Arboricultural Statement Rev A dated 22/05/13 and Drawing H/P.H.MS.60000.01/404, Rev A, Tree Removal Plan, dated Oct 2015.

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24. The development shall be carried out in accordance with approved Foul Drainage Scheme, ref A1-21.r2, dated Feb 2015. The scheme shall be implemented in accordance with the approved details before the development is first brought into use.
25. The development shall be carried out in accordance with the approved Dingy Skipper and Birds Foot Trefoil Mitigation Strategy, rev 2, Feb 2015, ref A1-25.r2.
26. Except for Infrastructure Phase 1 works approved by reserved matters Planning Permission V/2014/0585, no development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping for each phase of the development. All planting, seeding or turfing indicated on the approved landscaping scheme shall be carried out in the first planting and seeding seasons following the occupation of the building or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

REASONS:

1. To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended.
2. To define the terms of the permission and for the avoidance of doubt.
3. To comply with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended.
4. To define the terms of the permission and for the avoidance of doubt
5. To define the terms of the permission and for the avoidance of doubt
6. In the interests of Highway safety.
7. To define the terms of the permission and for the avoidance of doubt and in the interests of Highway safety
8. To define the terms of the permission and for the avoidance of doubt
9. To define the terms of the permission and for the avoidance of doubt
10. To define the terms of the permission and for the avoidance of doubt and in the interests of Highway safety
11. In the interests of protection of residential amenity
12. To define the terms of the permission and for the avoidance of doubt
13. To define the terms of the permission and for the avoidance of doubt
14. To define the terms of the permission and for the avoidance of doubt
15. To ensure satisfactory drainage of the development site
16. To ensure satisfactory drainage of the development site
17. To protect the Ecology of the area
18. To protect the Ecology of the area
19. To ensure the satisfactory appearance of the completed development
20. To ensure the site, when developed, is free from contamination and in the interests of safety
21. To ensure satisfactory drainage of the site
22. To safeguard the visual amenity of the area and to protect the trees on site
23. To safeguard the visual amenity of the area and to protect the trees on site
24. To ensure satisfactory drainage of the site
25. To define the terms of the permission and for the avoidance of doubt
26. To ensure the satisfactory appearance of the completed development

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INFORMATIVE

1. The applicant/developer is strongly advised to ensure compliance with all planning conditions, if any, attached to the decision. Failure to do so could result in LEGAL action being taken by the Ashfield District Council at an appropriate time, to ensure full compliance. If you require any guidance or clarification with regard to the terms of any planning conditions then do not hesitate to contact the Development & Building Control Section of the Authority on Mansfield (01623 450000).
2. The applicant's attention is drawn to the planning conditions attached to this permission that require you to resolve certain matters BEFORE work commences. If work commences without first complying with the terms of the conditions then any work undertaken will be UNAUTHORISED and may be the subject of future Enforcement Action.
3. In order to avoid impacts to nesting birds we also request that all tree/shrub/hedgerow/scrub and rough grassland removal work be undertaken outside of the bird-breeding season (March-September inclusive). If works are to be carried out during this time then a suitably qualified ecologist should be on site to survey for nesting birds prior to any vegetation clearance. As you will be aware all nesting birds', birds' nests, young and eggs (except pest species) are protected by the Wildlife and Countryside Act 1981 (and as amended). Nesting is taken to be from the point at which birds start to build a nest, to the point at which the last chick of the last brood of the season has fully fledged and left the nesting area. For further information please contact Rachel Hoskin at Natural England Telephone 0300 0602343 or rachel.hoskin@naturalengland.org.uk

For further detail on the decision please see the application report by contacting the Development Section on 01623 457388.

REASONS FOR APPROVAL

The decision to grant permission has been taken having regard to the policies and proposals in the Ashfield Local Plan Review (2002) and all relevant material considerations, including Supplementary Planning Guidance and The Environmental Impact Assessment Regulations.

PROACTIVE WORKING

The processing of this application has been undertaken in accordance with the requirements of the National Planning Policy Framework (Core Planning Principles).

.....
Robert Mitchell
Chief Executive

Appendix 2
Original Agreement

Dated 14th November 2014

ROLLS-ROYCE PLC
ASHFIELD DISTRICT COUNCIL
NOTTINGHAMSHIRE COUNTY COUNCIL

AGREEMENT

**Under section 106 of the Town and
Country Planning Act 1990 relating
to land at Watnall Road, Hucknall,
Nottingham NG15 6EU**

ADDLESHAW GODDARD

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This Agreement is made on

2014

Between

- (1) **Rolls-Royce plc** (No. 01003142) whose registered office is at 65 Buckingham Gate, London SW1E 6AT (**Owner**);
- (2) **Ashfield District Council** of Urban road, Kirkby-in-Ashfield, Nottingham NG17 8DA (**District Council**); and
- (3) **Nottinghamshire County Council** of West Bridgford, Nottingham, NG2 7QP (**County Council**)

Whereas

- (A) The District Council is the local planning authority for the purposes of the Act for the area within which the Site is located and entitled to enforce the obligations in this Deed against the Owner and its respective successors in title.
- (B) The Owner is the freehold owner of that part of the Site which is registered at the Land Registry under title numbers NT110714 and NT83689 being the Obligation Land.
- (C) Nottingham City Council is the freehold owner of that part of the Site which is registered at the Land Registry under title number NT458090 being part of the Additional Land.
- (D) The County Council is the freehold owner of that part of the Site which is registered at the Land Registry under title numbers NT445246 NT315110 and P183123 being part of the Additional Land.
- (E) The County Council is the local education authority and the local highway authority for the area within which the Site is located and entitled to enforce certain obligations in this Deed relating to education and highways against the Owner and its respective successors in title.
- (F) The Planning Application has been made by the Owner to the District Council pursuant to the Act for planning permission to carry out the Development and the Owner the District Council and the County Council have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed and that the same are:
 - 1) Necessary to make the Development acceptable;
 - 2) Directly related to the Development; and
 - 3) Fairly related in scale and kind to the Development.

It is agreed

1 Definitions

In this Deed, unless the context otherwise requires, the following definitions apply:

Act means the Town and County Planning Act 1990 (as amended)

Additional Land means the land within the Site registered under title number NT458090, NT445246, NT315110 and P183123 which is not bound by the obligations in this Deed

Affordable Housing Provider (AHP) means a registered social landlord (under the Housing Act 1996) or a registered provider of social housing (as defined in section 80 of the Housing and Regeneration Act 2008) and approved by the District Council

Affordable Housing Scheme means a scheme for the provision of Affordable Housing Units within the Development on a Phased basis which:

- (a) provides 10% of any Dwellings forming part of the Development as Affordable Housing Units in accordance with a phased programme for delivery
- (b) provides a tenure mix across the Site in accordance with the Affordable Housing Tenure Mix
- (c) identifies the location size and house types of the Affordable Housing Units
- (d) utilises a design approach the objectives of which is that the Affordable Housing Units should be materially indistinguishable (in terms of outward design and appearance) from the Market Units of similar size and shall meet the Affordable Housing Standard

Affordable Housing Standard means the Design and Quality Standards and Housing Quality Indicators (version published June 2010) of the HGA

Affordable Housing Tenure Mix means a minimum of 50% of the Affordable Housing Units shall be provided as Social Rented Dwellings and a maximum 50% of the Affordable Housing shall be provided as Intermediate Dwellings (which for the avoidance of doubt may include Low Cost Market Dwellings) or such other affordable housing model to achieve affordability proportionately at the time of delivery

Affordable Housing Units means Social Rented Dwellings or Intermediate Dwellings or such other affordable housing model to achieve affordability proportionately at the time of delivery and all ancillary and incidental works structures planting and any related roads car parking spaces paths forecourts footpaths frontage and verges signing and lighting

Bus Service Contribution means the sum of nine hundred thousand pounds (£900,000) to be spent on the Bus Service subject to the proviso in schedule 1 paragraph 8.2

Bus Service means a scheme to be procured by the County Council financed by the Bus Service Contribution to provide for the rerouting or extension of bus services or the provision of new bus services serving the Development and key destinations including Hucknall

Calcareous Grassland means the area(s) of calcareous grassland at the Site as shown hatched red blue and purple on Figure 1 appended to the Calcareous Grassland Management Plan

Calcareous Grassland Management Plan means the document titled "Management prescriptions for calcareous grassland at Hucknall Airfield" dated 3 June 2014 appended to the Deed at schedule 5

Commencement Date means subject to clause 4.2 the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the Act and **Commencement of Development and Commence the Development and Commence** shall be construed accordingly

Completed means built to a point where the accommodation is fit and ready for Occupation and in the case of any infrastructure works or highway works that it is completed in accordance with the relevant specification and **Completion** shall be construed accordingly

Core Facilities means the facilities required for the Primary School in addition to the classrooms including but not exclusively kitchens halls central administration areas and other specialist accommodation

Development means the development of the Site for a new business park on 27.8ha of land; residential development on 31.2ha of land to include affordable housing, two accesses onto Watnall Road; public open space provision; one-form entry primary school; provision for community facilities; local retail; pub/restaurant, care home; pedestrian and cycle link; and nature conservation enhancement of 58ha of Green Belt Land and full detailed planning permission for a new access to the proposed business park from the A511 Hucknall Bypass on 4.4ha of land

Dwellings means all residential units to be constructed on the Site pursuant to the Planning Permission to include the Market Dwellings and the Affordable Housing Units and **Dwelling** shall mean any one of them

Employment Floorspace Unit means a building (and all connected landscaping car parking and related plot infrastructure) constructed for use as employment and business floorspace within use classes B1, B2 and B8

Employment and Skills Plan means in relation to each Phase a plan setting out:

- (a) details of measures to be taken by the Owner to maximise the number of Local people employed during the construction of the respective Phase of the Development
- (b) details of the number and frequency of work placements and other training initiatives to be taken by the Owner during the construction of the respective Phase of the Development for the benefit of local people

Footpaths and Cycle Links means the footpaths for pedestrians and the green route connections for cyclists to be provided on a Phased basis as part of the Development that do not comprise part of the existing or proposed public highway routes

HCA means the Homes and Communities Agency and any successor body exercising similar functions

Healthcare Contribution means the sum of Eight Hundred and Thirty Three Pounds (£833.00) per Dwelling comprised in the relevant Phase for the funding of improved healthcare services of benefit to the Development

including means "including without limitation"

Index means in the case of the Healthcare Contribution and the Bus Contribution the RPI and the Primary School Contribution and, Secondary School Contribution the PUBSEC

Interest means interest at 4% above base lending rate of Barclays Bank plc from time to time

Intermediate Dwellings means Dwellings to be let by an AHP on Shared Ownership Terms or Low Cost Market Dwellings or such other alternative tenure as is agreed with the District Council at the time of provision as being affordable in perpetuity

Low Cost Market Dwellings means low cost (discounted) open market housing that is provided at a discount from the full market value of a percentage of more than 20% subject to a restriction that it may only be sold by the purchaser at the same discount from full market value as applied at first sale

Managed Areas means the Calcareous Grassland, the Recreation Area, the Type 3 Play Area, the Type 3 Young People's Area, the Footpaths and Cycle Links and SUDS

Management Entity means the entity or entities to be nominated or established by the Owner details of which are to be approved by the District Council as part of the approval of the Management Arrangements for the Managed Areas

Management Arrangements means in relation to each Phase

- (a) the proposed Management Entity or Management Entities to be responsible for owning, managing and maintaining all or any of the Managed Areas within that Phase
- (b) arrangements for the ongoing management, public access and maintenance from the date of the construction, laying out or translocation (as the case may be) of the Managed Areas within that Phase which have not been otherwise adopted by the District Council to include details of the management and maintenance regime for each of the Managed Areas within that Phase
- (c) permanent funding of the relevant Management Arrangements and security for such funding which funding may include one or more of the following
 - (i) commuted sums for investment for the benefit of the Management Entity or Management Entities approved as part of the relevant Management Arrangements
 - (ii) the creation of an estate rent charge or other service charge arrangements
 - (iii) endowing the Management Entity or Management Entities so approved with income generating assets
- (d) any contracting of management or other activities to bodies having relevant and proven expertise in the relevant area

Market Dwellings means those Dwellings constructed as part of the Development with the exception of the Affordable Housing Units

Material Start means the date upon which a material operation as specified in Section 56(4) of the Act is carried out on a Phase

Obligation Land means the Site as shown on Plan 2 save for those title numbers which comprise the Additional Land (being the land registered at the Land Registry under title numbers NT110714 and NT83689)

Occupation means the beneficial occupation for the purpose for which the Dwelling or Employment Floorspace Unit as the case may be was granted planning permission but shall exclude occupation for the purposes of fit out or marketing and Occupy and Occupied shall be construed accordingly

Phase means a phase of the Development as shown on the Phasing Plan agreed for the Site

Phasing Plan means the plan detailing the Phases of the Development submitted in accordance with the requirements of the phasing condition of the Planning Permission

Plan 1 means the plan showing the Site edged in red

Plan 2 means the plan showing the Obligation Land

Plan 3 means the plan showing the indicative location of the Primary School Land

Plan 4 means the plan showing the Highway Works

Planning Application means the planning application for the Development submitted to the District Council given reference number V/2013/0123

Planning Act means the Town and Country Planning Act 1990 or any amendment or variation hereto

Planning Permission means the planning permission issued pursuant to the determination of the Planning Application

Practically Completed means fully constructed and in a state suitable and available for its intended end use

Primary School Contribution means the sum of £3,500,000.00 (Three million five hundred thousand pounds)

Primary School means a single form entry primary school of no more than 1315m² GIFA comprising 210 places built in accordance with the Education Funding Agency's Primary School Design Criteria including the building(s), playing fields, playground, car parking and any other space to be provided as may be required for a fully functioning primary school

Primary School Land means a site of 1.1 ha in extent for the Primary School in the general location shown on Plan 3

Primary School Transfer Terms means the terms for the transfer of the Primary School Land as set out at schedule 6

Prudential Borrowings means the borrowings of the County Council pursuant to schedule 1 paragraph 2.1(e)

PUBSEC means the Tender Price Index as published and reviewed quarterly by the Department of Business Enterprise and Regulatory Reform

Ready State means land which is:

- (a) a cleared site
- (b) level with its adjoining boundaries
- (c) a Serviced Site

Recreation Area means an area of not less than 10% of the gross housing area to be set aside for formal recreation and associated informal natural green space and landscaping and to include the Type 3 Play Area and the Type 3 Young People's Area

Recreation Area and Footpaths Scheme means the scheme detailing the Recreation Area, the Type 3 Play Area, the Type 3 Young People's Area and the Footpath and Cycle Links

Reserved Matters Application means an application for all or any of the matters reserved pursuant to the outline element of the Planning Permission

RPI means the All Items Retail Price Index published by the Office of National Statistics contained in the monthly digest of statistics (or any official publication in substitution thereof) or such other index as may be published from time to time in submission thereof

SAB means the SUDS approval body being an organisation within the County Council or such other body as may be specified in legislation

Secondary School Contribution means the sum of £2,314,000.00 (Two Million Three Hundred and Fourteen Thousand pounds)

Serviced Site means a level site remediated to an appropriate standard and without the presence of contaminated ordnance or protected species with all necessary and safe access and rights of access (including free and uninterrupted construction access) and to enable the secure passage of people on opening and provision of gas, electricity, water, foul and storm drainage (including attenuation to Environmental Agency Standards), telecommunications and broadband internet and any other services or infrastructure appropriate (to adoptable standard where applicable) to the extent necessary to that the land and services are adequate for use as a Primary School (having a sprinkler installation) where the utility is to be adopted with an executed agreement (if required) with the relevant body confirming that the infrastructure will be adopted without further payment to the relevant body

Shared Ownership Terms means a shared ownership lease which is provided by an AHP in which the occupier initially owns a percentage of the unit ranging from 25% - 75% and the remainder is owned by the AHP in respect of which the occupier pays rent with the option to increase the percentage of ownership through the process of staircasing up to outright ownership

Site means the land subject to the Planning Application shown for identification edged red on Plan 1

Social Rented Dwellings means dwellings let on a social rented tenancy by an AHP for which rents are set at the Target Rent and allocated on the basis of need in line with the approved allocation process of the AHP at the time

SUDS means in relation to each Phase the sustainable urban drainage system implemented to drain that Phase

Target Rent shall mean a rent as determined through the assessment of affordable rent as set out in the Guide to Social Rent Reforms published by DCLG in March 2001 or any superseding publications and policies as adopted by the HCA for use by AHP

Travel Plan means the travel plan for each Employment Floorspace Unit

Type 3 Play Area means a play area including over 12 pieces of play equipment, a seat and litter bins with fencing around the play equipment for under 5s

Type 3 Young Peoples Area means an area to include a skate park or multi use games area together with activity equipment and kickabout area

Working Day means all days other than a Saturday or Sunday or a public holiday in England and Wales)

Workplace Travel Plan Coordinator means a person responsible for the duties of a Workplace Travel Plan Co-ordinator set out in schedule 1 paragraph 10.1(a)(iv)

2 Interpretation

- 2.1 The clause headings in this Deed are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and schedules are to the clauses and schedules of this Deed, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to any party in this Deed include the successors in title of that party and references to the District Council and the County Council include in each case any successor local planning authority exercising their respective planning education and highway powers.
- 2.8 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.
- 2.9 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 2.10 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed shall be unaffected.

3 Effect of this Agreement

- 3.1 This Deed is made pursuant to section 106 of the Act.
- 3.2 To the extent that they fall within the terms of section 106 of the Act the obligations contained in this Deed are planning obligations that bind the Obligation Land and are enforceable by the District Council and the provisions of paragraphs 2, 2.1(e), 8, 9 and 10 of schedule 1 are also enforceable by the County Council.
- 3.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in

section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 Section 1 of the Localism Act 2011 and all other enabling powers.

- 3.4 Nothing in this Deed grants planning permission or any other approval consent or permission required from the District Council in the exercise of any other statutory function.
- 3.5 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the District Council of any of their statutory powers, functions or discretions in relation to the Site or otherwise.
- 3.6 This Deed will be registered as a local land charge by the District Council.
- 3.7 The Owner covenants with the District Council and the County Council that this Deed and each and every term obligation and covenant contained herein shall be binding on and enforceable against the Owner and their successors in title to the Obligation Land and any other person or persons claiming an interest through or under the Owner **SAVE THAT IT IS HEREBY DECLARED** that none of the terms obligations and covenants in this Deed shall to any degree be binding upon or enforceable against:
- (a) any owner or occupiers or mortgagee of a Market Dwelling erected on the Site pursuant to the Planning Permission and save in respect of the provisions in paragraph 1 of schedule 1 (but subject to the exemptions in paragraph 1.1(j) of schedule 1) the owner or occupiers or mortgagee of an Affordable Housing Unit erected on the Site pursuant to the Planning Permission; or
 - (b) services utility companies or providers that shall acquire an interest in the Site for the purpose of providing services to or for the Development;
 - (c) save for paragraph 1 of schedule 1 none of the terms obligations and covenants in this Deed shall to any degree be binding upon or enforceable against any Affordable Housing Provider who acquires either a long lease or the freehold of any of the Affordable Housing Units and/or the mortgagee or chargee of any Affordable Housing Provider
- 3.8 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Obligation Land save for any prior existing breach.
- 3.9 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Deed, whether or not pursuant to an appeal.
- 3.10 If the District Council agrees pursuant to an application under Section 73 of the Town and Country Planning Act 1990 to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Town and Country Planning Act 1990 the covenants or provisions of this Deed may be deemed to bind the varied permission and to apply in equal terms to the new planning permission subject to contrary agreement between the parties hereto and any additional obligations that shall be entered into via a deed of variation relating to any such new application.

4 Commencement

- 4.1 The obligations contained in the schedules to this Deed will come into effect on the Commencement Date save for the provisions of clauses 5.2, 6.7 and 6.8 which shall come into effect on the grant of Planning Permission.
- 4.2 The Commencement Date will not be triggered by any of the following operations:
- (a) site investigations or surveys;
 - (b) site decontamination;
 - (c) the demolition of any existing buildings or structures;
 - (d) archaeological works;
 - (e) the clearance of the Site;
 - (f) erection of any temporary hoardings or temporary site buildings required in connection with the construction of the Development;
 - (g) and any other preparatory works as may be agreed in writing with the District Council.

5 Obligations

- 5.1 The Owner agrees with the District Council and the County Council to comply with the obligations set out in schedule 1 and 2 of this Deed.
- 5.2 The Owner shall give the District Council 7 days written notice in advance of the Commencement of Development and shall provide a copy of such notice to the County Council **PROVIDED THAT** default in giving notice shall not prevent the Commencement of Development occurring for the purposes of ascertaining compliance with the obligations herein.
- 5.3 The Owner hereby agrees to notify the District Council and the County Council of the reaching of any of the occupation or completion thresholds relating to Dwellings and of the first Employment Floorspace Unit contained in this Deed such notification to be given within 5 working days of reaching such threshold.
- 5.4 The District Council agrees with the Owner to comply with the obligations set out in schedule 3 of this Deed.
- 5.5 The County Council agrees with the Owner to comply with the obligations set out in schedule 4 of this Deed.
- 5.6 The parties agree to act reasonably properly and diligently in exercising their discretion and discharging their functions under this Deed and when any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Deed (including where something is stated as may be agreed between the parties) the parties will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

6 General Covenants and Agreements

- 6.1 Forthwith upon compliance by the Owner with its covenants and obligations in this Deed or in any event that the covenants shall cease to have effect the Owner may request the District Council at the cost of the Owner to take all necessary action to procure that all reference to this Deed and to the covenants within it are removed from both the relevant Register of Local Charges and/or as a land charge pursuant to the Land Charges Act 1972 and the District Council shall forthwith cancel all such entries.
- 6.2 All evidence of satisfaction and/or evidence of satisfaction notices and/or certificates under this Deed shall be duly served in accordance with Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Act 1962) except that Section 196 shall be deemed to be amended as follows:
- (a) the final words of Section 196(4) "and that service . . . be delivered" should be deleted and there shall be substituted for the same "... and that service should be deemed to be made on the second working day after the registered letter has been posted".
 - (b) any agreement approval notice and/or certificate shall be sufficiently served as if sent by telephone facsimile transmission or any means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 17.00 on a Working Day but otherwise on the next Working Day.
 - (c) in the event that the date of service pursuant to this clause shall be a Public Holiday then the date of service shall be deemed to be the first Working Day following that Public Holiday.
- 6.3 It is **HEREBY AGREED** that a person or body that is not (or is not a successor in title) to a party to this Deed shall not in his or its own right enforce the terms covenants or obligations of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.4 Insofar as any provision or provisions 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.
- 6.5 Where in this Deed is it stated that the Owner shall do any thing carry out works or make a payment prior to upon or within a specified period of a specific construction event or Occupation event or other event then the Owner shall not cause or permit that construction Occupation or other event or specified period to pass until such time as the relevant event occurs works are undertaken or payment is made.
- 6.6 This Deed shall cease to have effect (insofar as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement Date.
- 6.7 The Owner shall pay to the District Council on completion of this Deed the costs of the District Council incurred in the negotiation, preparation, execution and registration of this Deed.
- 6.8 The Owner shall pay to the County Council on completion of this Deed the costs of the County Council incurred in the negotiation, preparation and execution of this Deed.

6.9 All approvals certificates consents agreements satisfactions confirmations or calculations (or anything of a similar nature) that may be requested by the Developer and/or given by the District Council or its officers in accordance with this Deed shall be in addition to any other approvals consents agreements or confirmations that may be required by the 1990 Act or by any other statute or regulations.

6.10 No waiver (whether expressed or implied) by the District Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

7 Interest

If any sum or amount has not been paid to the District Council or the County Council by the date on which it is due the Owner shall pay the District Council and/or the County Council (as appropriate) interest on that amount from the period for the period from the due date on which the sum or amount is due up to and including the date of payment.

8 Indexation

The Healthcare Contribution the Bus Contribution the Primary School Contribution and the Secondary School Contribution due under this Deed shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable

9 VAT

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

10 Dispute Provisions

10.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

10.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more

than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

- 10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

11 Change in Ownership

The Owner shall give the Council and the County Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the full name and registered office (if a company or usual address if not) of the transferee together with the area of the Site or Employment Floorspace Unit by reference to a plan.

12 Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

13 Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed

Schedule 1

Owner's Obligations

1 Affordable Housing

1.1 The Owner covenants in favour of the District Council:

- (a) not to carry out a Material Start on any Phase until the Affordable Housing Scheme for that Phase has been submitted to and approved in by the District Council;
- (b) to provide the Affordable Housing Units for each Phase in accordance with the approved Affordable Housing Scheme for that Phase unless otherwise agreed in writing with the District Council;
- (c) not to permit the Occupation of more than 75% of the Market Dwellings within each Phase (or such different percentage as may be agreed with the District Council) unless all of the Affordable Housing Units have been constructed and made available for Occupation and transferred to an AHP and written notification of such transfer has been received by the District Council;
- (d) to provide to the District Council within ten days of completion written evidence of completion of any transfer to an AHP of any of the Affordable Housing Units;
- (e) to ensure that all first lets of the Social Rented Dwellings shall be advertised through the Ashfield and Mansfield Homefinder choice-based lettings scheme in accordance with the common lettings policy or any such other system or policy in place from time to time and that the Social Rented Dwellings shall not be Occupied otherwise than in accordance therewith;
- (f) following completion of a transfer of Social Rented Dwellings to an AHP the obligations in this paragraph shall (subject to paragraph 1.1(h)) be binding on the AHP to whom the Social Rented Dwellings are transferred and all successors in title to secure the following restrictions:
 - (i) not to use the Social Rented Dwellings other than as Social Rented Dwellings which shall not be let other than at Target Rents to those applicants waiting for socially rented housing via the Ashfield and Mansfield Homefinder choice-based lettings scheme in accordance with the common lettings policy or such other system or policy in place from time to time or at the District Council's nomination a person on a neighbouring authority's housing waiting list;
 - (ii) not to use the Social Rented Dwellings for the purposes of a hostel or similar accommodation by a group of persons and shall only to allow the Social Rented Dwellings be occupied by tenants as a "single use family unit"
- (g) following completion of a transfer of Intermediate Dwellings to an AHP the obligations in this clause shall (subject to paragraph 1.1(h)) be binding on the AHP to whom the Intermediate Dwellings are transferred and all future successors in title to secure the following restrictions:
 - (i) not to use the Intermediate Dwellings other than as Intermediate Dwellings which shall not be occupied by anyone other than

- (A) applicants waiting for social rented housing or a person currently occupying social rented housing; and
- (B) first time buyers or other households who cannot afford to buy their own home on open market terms for a freehold purchase; and/or
- (ii) not to use the Intermediate Dwellings for the purposes of a hostel or similar accommodation by a group of persons and only to allow the Intermediate Dwellings to be used by occupants as a "single use family unit";
- (h) the parties herby agree that the provisions of paragraph 1.1(f) and 1.1(g) shall not apply to:
 - (i) a mortgagee or chargee of the AHP of the Affordable Housing Unit or any part thereof or a receiver or administrative receiver of the AHP to the intent that such mortgagee or chargee in possession receiver or administrator shall be entitled to own or dispose of the Affordable Housing Unit or part thereof free of the obligations contained in paragraph 1.1(f) and 1.1(g); or
 - (ii) the owner of an Intermediate Dwelling who shall have staircased his interest in that Intermediate Dwelling such that he owns one hundred percent (100%) of the equity in that unit; or
 - (iii) the owner of an Affordable Housing Unit who shall have exercised his right to acquire that Affordable Housing Unit under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable and all successors in title;
- (i) the Owner shall include in its legal arrangements with the AHP that it shall
 - (i) take all reasonable and prudent steps to avert the repossession of the Affordable Housing Units by any such chargee or mortgagee of an AHP or the exercise by any chargee or mortgagee of a power of sale and for these purposes in the event of default under the security or likely default to co-operate reasonably and fully (but subject always to the extent it reasonably can considering any obligations and duties on its part in relation to any such matters) with the District Council and the HCA to arrange a transfer of the Affordable Housing Units with sitting tenants to another AHP or at the District Council's option to the District Council and in particular to inform the District Council immediately in the event of the AHP receiving notification from such chargee or mortgagee of any breach or alleged breach by the AHP of any of its obligations under its security; and
 - (ii) notify the District Council immediately in the event of service of any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV relating to the Affordable Housing Units

and the Owner shall enforce such provisions in its legal arrangements with the AHP if called upon to do so by the District Council

- (j) without prejudice to the powers and requirements of the HCA under the Housing Act 1996 and/or the mortgagee or chargee under the mortgage or charge or in respect of any monies owing to it, in the event of a default under any security granted to the AHP referred to in paragraph 1.1(h)(i) the disposal of any Affordable Housing Units by

such chargee or mortgagee (or receiver) in the exercise of its power of sale shall not be prevented provided that the chargee or mortgagee shall have first followed the procedure set out in paragraph 1.1(j)(i).

(i) that the procedure referred to in paragraph 1.1(j) shall be as follows:

- (A) the chargee or mortgagee (or receiver) shall give not less than one (1) month prior notice to the District Council of its intention to exercise its power of sale to enable the District Council to secure the transfer of the Affordable Housing to another AHP or to the District Council;
- (B) the District Council shall then have two (2) months from the notice given to respond and procure completion of the transfer of the Affordable Housing Units in such a way as to safeguard the affordable housing character of the Affordable Housing Units;
- (C) if within three (3) months from the notice in paragraph 1.1(j)(i)(A) a transfer acceptable to the mortgagee, chargee or receiver (acting reasonably) has not been completed then the chargee or mortgagee (or receiver) shall be entitled to exercise its power of sale free of restrictions;
- (D) if within three (3) months of the date of the notice in paragraph 1.1(j)(i)(A) the District Council procures terms for a transfer to safeguard the affordable housing character of the Affordable Housing Units on terms acceptable to the mortgagee, chargee or receiver (as appropriate) then the chargee or mortgagee shall co-operate with such arrangements and use all reasonable endeavours to secure such transfer provided always that the mortgagee, chargee and receiver shall not be required to act contrary to any duties on its part or monies owing and further if any such disposal is not completed within 3 months of the notice referred to in paragraph 1.1(j)(i)(A), the mortgagee, chargee or receiver shall be entitled to dispose free of any restrictions;
- (E) the District Council shall in formulating or promoting any arrangements give full consideration to protecting the interest of the chargee or mortgagee in respect of monies outstanding under the charge or mortgagee and other duty of the chargee or mortgagee to secure a proper price in exercising its power of sale;
- (F) if the chargee or mortgagee (or receiver) does not wish to exercise its power of sale at any time after the giving of notice that it wishes to do so or the District Council does not wish to continue with the exercise of its powers after the giving of its response indicating arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units that party shall give to the other not less than seven (7) days written notice of its intention to discontinue and in the event of notice from the District Council, the mortgagee, chargee or receiver shall be entitled to dispose free of any restrictions.

2 Primary Education

2.1 The Owner covenants in favour of the District Council and the County Council as follows:

- (a) not to Occupy or allow Occupation of more than 50 Dwellings until such time as it shall have Completed and made available a construction access suitable for use by construction vehicles to the Primary School Land;
- (b) not to Occupy or allow the Occupation of more than 100 Dwellings unless and until the Owner shall transfer the Primary School Land to the County Council, to be in a Ready State free from contamination or encumbrance in accordance with the Primary School Transfer Terms;
- (c) not to Occupy or allow the Occupation of more than 100 Dwellings unless and until the Owner shall have Completed and made available the final access to the Primary School Land;
- (d) not to Occupy or allow Occupation of more than 320 Dwellings unless and until the Primary School Contribution has been paid to the District Council; and
- (e) in the event that the County Council shall commence the detailed design of the Primary School prior to the payment of the Primary School Contribution then the Owner shall pay to the County Council 50% of the cost of the detailed design work for the Primary School from the Occupation of the 50th Dwelling within the Development **SAVE THAT** any costs shall be deducted from the Primary School Contribution to be paid under paragraph 2.1 (d)

Secondary Education

2.2 The Owner covenants with the County Council and the District Council to pay to the District Council the Secondary School Contribution in instalments and shall not Occupy more than the number of Dwellings specified below until the instalment of the Secondary School Contribution has been paid:

Number of Dwellings	Quantum of Instalment
72	£231,390
162	£231,390
252	£231,390
342	£231,390
432	£231,390
522	£231,390
612	£231,390
702	£231,390
792	£231,390
882	£231,390

3 Healthcare

- 3.1 The Owner covenants in favour of the District Council not to Occupy more than 80% of the Dwellings within each Phase until the Healthcare Contribution for that Phase has been paid to the District Council.

4 Employment and Skills Plan

- 4.1 The Owner covenants in favour of the District Council:

- (a) that the Owner shall not Commence each Phase until it has submitted and received the approval in writing of the District Council of the Employment and Skills Plan for that Phase;
- (b) during the construction of each Phase the Owner shall implement and comply with the requirements of the approved Employment and Skills Plan for that Phase.

5 Recreation Area

- 5.1 The Owner covenants in favour of the District Council:

- (a) not to submit a Reserved Matters Application unless and until the Owner has submitted to the District Council and obtained approval of the Recreation Area and Footpaths Scheme;
- (b) not to Occupy or allow the Occupation of more than 30% (thirty percent) of the Market Dwellings unless it shall have offered for a period of 25 Working Days to transfer the freehold of the Recreation Area to the District Council at nil consideration and free of legal charges and to pay all reasonably incurred fees and charges including land registry fees and VAT arising in connection with such transfer;
- (c) if the District Council elects within 25 Working Days of the receipt of a notice in respect of the Recreation Area in paragraph 6.1(b) it shall give notice to the Owner of such election within 25 Working Days of receiving the notice from the Owner;
- (d) upon the District Council's notice of election being served the Owner shall:
 - (i) provide to the District Council full details of its title to the Recreation Area together with any environmental reports relating thereto;
 - (ii) proceed to take all such reasonable steps as are necessary to transfer the Recreation Area to the District Council and the Owner and the District Council shall co-operate in the transfer process including as to the agreement of the figure for the commuted sum to cover the reasonable cost for the ongoing management and maintenance of the Recreation Area in accordance with requirements set out in the Recreation Area and Footpaths Scheme; and
 - (iii) pay to the District Council the agreed commuted sum to cover the reasonable cost for the ongoing management and maintenance of the Recreation Area in accordance with the requirements set out in the Recreation Area and Footpaths Scheme upon effecting the transfer of the Recreation Area;

- (e) in the event that the District Council elects not to accept the transfer of the Recreation Area:
 - (i) not to Occupy or allow the Occupation of more than 150 Dwellings unless and until it has submitted the Management Arrangements to the District Council and obtained the District Council's approval to the Management Arrangements;
 - (ii) to procure that the management and maintenance of the Recreation Area is carried out in accordance with the approved Management Arrangements;
- (f) not to Occupy more than 270 Market Dwellings within the Development until the Recreation Area has been laid out in accordance with the Recreation Area and Footpaths Scheme and made available for public use and transferred to either the Management Entity or the District Council.

6 Footpath and Cycle Links

6.1 The Owner covenants in favour of the District Council.

- (a) not to Occupy or allow the Occupation of more than 50% of the Market Dwellings within a Phase unless and until the Footpath and Cycle Links within that Phase have been Completed in accordance with the Recreation and Footpaths Scheme;
- (b) to either:
 - (i) prior to the Occupation of more than 50% of the Market Dwellings within a Phase to procure that the Footpath and Cycle Links within that Phase are transferred to the Management Entity; or
 - (ii) prior to the Occupation of more than 50% of the Market Dwellings within a Phase to enter into a section 38 and/or 278 highways agreement which shall provide for the dedication as public highway of the Footpath and Cycle Links within that Phase by the Owner and their adoption and maintenance by the the County Council at the public expense.

7 Calcareous Grassland Management

7.1 The Owner covenants in favour of the District Council

- (a) prior to the Commencement of Phase which requires the translocation of the Calcareous Grassland to agree with the District Council a location at either end of the existing runway for the translocation of the Calcareous Grassland within the bund surrounding the former engine test bed as shown on the plan appended to the Calcareous Grassland Management Plan;
- (b) to deliver the translocation of the Calcareous Grassland in accordance with the Calcareous Grassland Management Plan;
- (c) not to Occupy or allow Occupation of more than 85% of the Dwellings in the Phase which requires the translocation of the Calcareous Grassland unless and until the Calcareous Grassland has been transferred to a Management Entity;

- (d) to procure that the management and maintenance of the Calcareous Grassland is delivered in accordance with the principles of management as set out in the Calcareous Grassland Management Plan.

8 Bus Service Contribution

8.1 The Owner covenants in favour of the County Council and the District Council:

- (a) to pay the Bus Service Contribution to the District Council in accordance with the following timescales:
- (i) £180,000 no later than two years of the Commencement Date;
 - (ii) £90,000 on the third anniversary of the Commencement Date and on each subsequent anniversary up to and including the tenth anniversary of the Commencement Date (comprising a total of eight instalments).

8.2 The Owner and the County Council agree that upon service of a notice by the County Council to confirm that all or any of the Bus Service Contribution is no longer required to deliver the Bus Service then all or any of the unpaid instalments of the Bus Service Contribution may thereafter be expended upon the delivery of the B600/Narrow Lane Junction Improvement or measures as set out in schedule 1 paragraph 10 1(a).

9 Highway Works

9.1 The Owner covenants in favour of the County Council and the District Council:

- (a) to procure the Highway Works specified in the left hand column of the table in this paragraph 9.1(a) in accordance with the timings indicated in the right hand column and not to Occupy any more Dwellings and/or Employment Floorspace as the case may be than provided for in the right hand column until the Highway Works referred to in the left hand column have been carried out and Completed unless otherwise agreed in writing with the County Council:

Highway Works	Number of Dwellings or amount of number of Employment Floorspace Units which may be Occupied prior to Highway Works being Completed
Watnall Road North East Site Access	Occupation of any Dwelling
Works to provide access from the Rolls Royce site up to the A611 Hucknall bypass (to include two internal roundabouts and an Internal site access to existing Rolls Royce operations and measures to discourage vehicle speed)	The earlier of: (i) Occupation of first Employment Floorspace Unit; or (ii) Occupation of 200 Dwellings
Watnall Road South West Site Access	Occupation of 210 Dwellings

Highway Works	Number of Dwellings or amount of number of Employment Floorspace Units which may be Occupied prior to Highway Works being Completed
Signalisation of the junction of Nabbs Lane with Watnall Road	Occupation of 400 Dwellings
Signalisation of the junction of Watnall Road with Kimberley Road	Occupation of 600 Dwellings
B600/Narrow Lane Junction Improvement	To be delivered subject to any unspent Bus Service Contribution and/or Overage and/or in accordance with the provisions of paragraph 10.1(c)
Internal road linking the South West Site Access roundabout on Watnall Road with the North East Site Access roundabout on Watnall Road	Occupation of 700 Dwellings

- (b) to enter into a Section 278 and/or Section 38 Highways Act 1980 Agreement with the County Council in relation to each of the Highway Works specified in paragraph 9.1(a),
- (c) in the event that any part of the Highway Works specified in paragraph 9.1(a) have previously been implemented as a requirement of other development to pay a contribution to the County Council equal to the estimated cost (to be agreed) of the Highway Works provided in connection with such other development which contribution shall be expended by the County Council on the delivery of alternative traffic mitigation measures to deal with the cumulative impacts of local development or towards the B600/Narrow Lane Junction improvement

10 Travel Plan

10.1 The Owner covenants with the County Council and the District Council:

- (a) no later than 3 months following the Occupation and subsequent Occupation of any Employment Floorspace Unit employing more than 20 employees or no later than 3 months following the appointment of the 21st employee within the Development it shall use all reasonable endeavours to ensure that the owner and/or the occupier of that Employment Floorspace Unit shall submit a Travel Plan for that Employment Floorspace Unit to the District Council for its approval in writing and thereafter that they shall:
- (i) Occupy the Employment Floorspace Unit in accordance with the requirements set out in the Travel Plan;
 - (ii) submit monitoring reports to the District Council in accordance with the requirements in the approved Travel Plan for that Employment Floorspace Unit; and

- (iii) where any monitoring report submitted under the Travel Plan for that Employment Floorspace Unit confirms that targets within the Travel Plan for that Employment Floorspace Unit are not being met as at the date of that monitoring report to use reasonable endeavours to propose and implement measures within the parameters of the Travel Plan for that Employment Floorspace Unit to procure that the targets are achieved over the next monitoring period;
- (iv) appointment of a Workplace Travel Plan Coordinator to implement and manage the Travel Plan for that Employment Floorspace Unit and who shall liaise with other Workplace Travel Plan Coordinators within the Development to secure the attainment of the overall outcomes targets and indicators for the Development and for the avoidance of doubt the appointed Workplace Travel Plan Coordinator for each Employment Floorspace Unit may be member of staff working at the Employment Floorspace Unit and who coordinates the implementation and management of the Travel Plan as part of their day to day duties.

11 SUDS

11.1 The Owner covenants with the District Council:

- (a) not to Commence any individual Phase unless and until the Owner has submitted to the District Council or the SAB as the case may be and obtained approval to the SUDS for that Phase;
- (b) not to Occupy or allow the Occupation of any Dwellings in any individual Phase unless it shall have offered for a period of 25 Working Days to transfer the SUDS for that Phase to the District Council or the SAB at nil consideration and free of legal charges and to pay all reasonably incurred fees and charges including land registry fees and VAT arising in connection with such transfer;
- (c) if the District Council or the SAB elects within 25 Working Days of the receipt of a notice in respect of the SUDS in paragraph 11.1(b) it shall give notice to the Owner of such election within 25 Working Days of receiving the notice from the Owner;
- (d) upon the District Council's or the SAB's notice of election being served pursuant to paragraph 11.1(c) the Owner shall:
 - (i) provide to the District Council or the SAB full details of its title to the SUDS together with any environmental reports relating thereto;
 - (ii) proceed to take all such reasonable steps as are necessary to transfer the SUDS to the District Council or the SAB and the Owner and the District Council shall co-operate in the transfer process including as to the agreement of the figure for the commuted sum to cover the reasonable cost for the ongoing management and maintenance of the SUDS;
 - (iii) pay to the District Council or the SAB the agreed commuted sum to cover the reasonable cost for the ongoing management and maintenance of the SUDS upon effecting the transfer of the SUDS,

- (e) in the event that the District Council or the SAB elects not to accept the transfer of the SUDS not to Occupy or allow the Occupation of any Dwellings in any individual Phase unless and until it has submitted the Management Arrangements to the District Council and obtained the District Council's approval to the Management Arrangements in relation to the SUDS for that Phase;
- (f) to procure that the management and maintenance of the SUDS is carried out in accordance with the approved Management Arrangements in relation to the SUDS for that Phase.

Schedule 2

Overage

1 Overage - definitions

- 1.1 In this schedule, unless the context otherwise requires, the following definitions apply in addition to the definitions set out in clause 1 of this Deed:

Business Park means that part of the Site identified as such on Plan 3 (or within such other part(s) of the Site as agreed between the parties from time to time)

Calculation Date means the earlier of:

- (a) the date which is 1 year and 20 Working Days after the Date of Practical Completion of any part of the Development carried out on any Developable Land (not for the avoidance of doubt being a part comprised in a Land Sale);
- (b) 20 Working Days after completion of the sale of the part of the Developable Land (not for the avoidance of doubt being a part comprised in a Land Sale) upon which such part of the Development has been or is to be carried out except that if any such sale is completed before the Date of Practical Completion of such Development such sale shall for the purposes of determining the Calculation Date be deemed to occur either:
 - (i) on the date on which the Owner receives the last of the payments in respect of such sale from the person to whom such sale is effected (excluding any outstanding sums which are equal to any retentions made under any building contract relating to such Development or for any infrastructure serving such Development); or
 - (ii) on the date 1 year and 20 Working Days after the Date of Practical Completion of the Development concerned,

whichever is the earlier

Council Payments means any payments due to Nottinghamshire County Council or Nottingham City Council pursuant to the Highways Construction Agreement

Date of Practical Completion means in relation to any part of the Development the date upon which a certificate or statement of practical completion or a taking over certificate or statement or a certificate or statement having similar effect thereto is issued in relation to such part of the Development

Development Costs means (subject always to paragraph 6.4) the costs incurred or to be incurred by or on behalf of the Owner in carrying out the Development and disposing of the Site including:

- (a) the Infrastructure Costs;
- (b) the costs as itemised (with the current estimates for costs to be incurred) in schedule 9. The District Council and the County Council agree and acknowledge that the amounts shown in schedule 9 are current estimates only relating to the whole Development and the amounts of expenditure will be likely to be different for any actual Development;

- (c) in respect of any Developable Land to which the formula in paragraph 4.1 (a) applies the Land Return; and
- (d) any other costs properly and reasonably incurred by or on behalf of the Owner in connection with or to facilitate the Development

Developable Land means all parts of the Site which are to be the subject of development pursuant to the Planning Permission but excluding the Additional Land, the Managed Areas and any part of the Site which is to be used for the following or similar purposes:

- (a) areas of public open space or public or community use
- (b) surface water, balancing areas, pumping stations, flood plain, gas governors electricity sub-stations or other installations for services
- (c) tree belts structural landscaping or noise bunds
- (d) estate roads roundabouts or junction works or distributor roads together with associated cycle tracks footpaths and verges or other common areas
- (e) any other use (the principal purposes of which is not development intended to be let and/or sold to a third party (other than a management company)) as agreed between the parties from time to time

Developer's Priority Return means 15% except in relation to residential development where it shall mean 20%

Development Receipts means all receipts and income received by the Owner in connection with Development including proceeds of a sale (other than a Land Sale) of any Developable Land and all sums received in consideration of the release or modification of any covenants easements or other rights relating to the Site but excluding any Value Added Tax thereon

Highways Agreements means an agreement or agreements with the relevant highway authorities which provide for the Highways Works (other than that part thereof to be carried out and completed pursuant to the Highways Construction Agreement) to be carried out and completed and for the new highways created by such part of the Highways Works to be adopted as highways maintainable at public expense

Highways Construction Agreement means an Agreement to be made between the Owner (1) the County Council (2) and Nottingham City Council (3) providing for (inter alia) Nottinghamshire County Council to carry out and complete and to adopt or procure the adoption of those elements of the Highways Works between points A-B-C on Plan 4 (being drawing "1092/8278/GA/100C")

Highways Works means (in this schedule 2) the following as shown on Plan 4 (being drawing "1092/8278/GA/100C") comprising:

- (a) the construction of a new roundabout on the A611 Hucknall Bypass in the position shown on Plan 4 (being done under the Highways Construction Agreement),
- (b) the new access road from the Hucknall bypass in the position shown on Plan 4 (being done under the Highways Construction Agreement),

- (c) the new bus route linking the new access road (referred to in (b) above) to the new access road (referred to in (d) below) along such route as is approved pursuant to Reserved Matters Applications or any other planning permission or approval of reserved matters;
- (d) the new access road from Watnall Road in approximately the position shown within the land coloured yellow on Plan 3; and
- (e) any additional off site highway works that are reasonably required for the carrying out, operation or use of the Development

Infrastructure Ledger has the meaning specified in paragraph 2.1

Infrastructure Amount has the meaning specified in paragraph 4.2

Infrastructure Costs means (subject always to paragraph 5.4)

- (a) the costs incurred or to be incurred by or on behalf of the Owner in connection with the provision of infrastructure for or to facilitate the Development as itemised (with the current estimates for costs to be incurred) in schedule 8. The District Council and the County Council agree and acknowledge that the estimated amounts shown in schedule 8 are current estimates only and that the amounts of expenditure will be likely to be different for any actual Development; and
- (b) any other costs properly and reasonably incurred by or on behalf of the Owner in connection with the provision of infrastructure for or to facilitate the Development

Interest Rate means 3% above the base rate of the Royal Bank of Scotland plc from time to time or if such base rate shall cease to exist or cease to be published 3% above the base rate from time to time of such other bank that the Owner may acting reasonably specify

Land Return means the land value of that part of the Developable Land to which the relevant Calculation Date relates calculated on the basis of £200,000 per acre (pro rata)

Land Sale means a sale of land (whether freehold or for a leasehold term for which a premium is paid) comprising or including Developable Land by the Owner whether or not at the direction of another to a third party in respect of which as at the date of completion of such sale:

- (a) neither the Owner nor that other has started or procured the start of any of the Development thereon (excluding any works the cost of which may be debited to the Infrastructure Ledger)
- (b) neither the Owner nor that other has entered into any contractual commitment to such third party to carry out or procure the carrying out of any of the Development thereon (excluding any works the cost of which may be debited to the Infrastructure Ledger)

Land Sale Net Receipt shall have the meaning specified by the formula in paragraph 3.1

Market Value means in relation to any part of the Site the "Open Market Value" thereof as defined in Practice Statement Number 4(PS4) of the RICS Appraisal and Valuation Manual published in September 1995 as varied from time to time

Planning Agreement means a planning obligation (unilateral or by agreement) required by the relevant authority as a precondition to the grant of Planning Permission and any other agreements that are necessary or desirable to be entered into to implement the Planning Permission and build the Development

Utilities Agreements means the agreements with utility suppliers required in order to carry out or service the Development

2 Infrastructure Ledger

2.1 Following the Commencement Date, the Owner shall maintain (or procure the maintenance of) a notional account (**Infrastructure Ledger**) to which shall be debited:

- (a) all Infrastructure Costs incurred or to be incurred in connection with the Development (and if the amount of any Infrastructure Costs is unknown the Owner's reasonable estimate thereof shall be used and upon the amount becoming known that known amount shall be substituted in the Infrastructure Ledger for the previously unknown (and therefore estimated) amount thereof);
- (b) a development management fee being 5% of all Infrastructure Costs;
- (c) a sum equal to 12.5% of those of the Infrastructure Costs which relate to the Business Park;
- (d) a sum equal to 20% of those of the Infrastructure Costs which relate to any part of the Site (other than the Business Park) which is Developable Land;
- (e) interest calculated at the 1% below the Interest Rate on the amount from time to time (if any) by which the aggregate of the Infrastructure Costs actually paid by or on behalf of the Owner exceeds the aggregate of the amounts credited to such account pursuant to paragraphs 3.1 and 4.2;

and there shall be credited to the Infrastructure Ledger:

- (f) the sums to credited thereto pursuant to paragraphs 3.1 and 4.2 on the date upon which such paragraphs state that they shall be credited; and
- (g) interest calculated at the 3% below the Interest Rate on the amount from time to time (if any) by which the aggregate of the amounts credited to the Infrastructure Ledger pursuant to paragraphs 3.1 and 4.2 exceeds the aggregate of the Infrastructure Costs actually paid by or on behalf of the Owner

2.2 In maintaining the Infrastructure Ledger the Owner shall:

- (a) ensure that no debits from (including Infrastructure Costs) or credits to the Infrastructure Ledger are included more than once;
- (b) identify those Infrastructure Costs which relate:
 - (i) solely (or almost solely) to the Business Park;
 - (ii) solely (or almost solely) to any part of the Site (other than the Business Park) which is Developable Land;

- (iii) jointly to the areas covered by (i) and (ii) above (the **Shared Infrastructure Costs**);
- (c) provisionally allocate the Shared Infrastructure Costs 30% to (i) and 70% to (ii) or apply such other reasonable allocation between (i) and (ii) as agreed between the parties from time to time.

3 Land Sale Overage

3.1 On actual receipt by the Owner from a third party of any consideration for a Land Sale the Owner shall:

- (a) (subject to paragraph 3.2) credit the Infrastructure Ledger with:
 - (i) until the sale(s) of land within the Site for the construction thereon of 450 homes: 85% of the Land Sales Net Receipt, and
 - (ii) thereafter, 55% of the Land Sales Net Receipt

on the basis that the **Land Sale Net Receipt** is calculated in accordance with the following formula:

$$R = G - (N + C + F)$$

where

- R is the Land Sale Net Receipt,
- G is the consideration actually received by the Owner in respect of the relevant Land Sale;
- N is the aggregate of the Council Payments payable in relation to the part of the Site which is the subject of the Land Sale (but N is only taken into account where the Land Sale includes some or all of the Business Park);
- C is the aggregate of the reasonable and proper costs incurred by or on behalf of the Owner in effecting the relevant Land Sale; and
- F is the sum equal to 5% of the aggregate of the sums mentioned in the definitions of N (if applicable) and C above;

and

- (b) credit the Infrastructure Ledger with the aggregate of N (if applicable) and F (insofar as F relates to N) used in the above formula to calculate the relevant Land Sales Net Receipt;
- (c) in calculating the Land Sale Net Receipt where a Land Sale includes land which allows for the construction of enough homes to go past the 450 homes threshold referred to in paragraph 3.1(a) then the consideration in respect of the relevant Land Sale (being G in the above formula) shall be appropriately apportioned between the amounts to be dealt with under paragraphs 3.1(a)(i) and (ii);
- (d) prepare and within 14 days of actual receipt by the Owner of any consideration for a Land Sale provide in writing to the District Council:

- (i) full details of the calculation set out in paragraph 3.1(a) above including
 - (A) in respect of G a copy of the land transfer (or lease) with a plan of the land concerned and evidence of the consideration received;
 - (B) in respect of N an itemised statement of Council Payments and evidence of payment to the Council concerned; and
 - (C) in respect of C an itemised statement of the reasonable and proper costs incurred by or on behalf of the Owner in effecting the relevant Land Sale

and

- (ii) a statement of:
 - (A) the amount (if any) to be credited to the Infrastructure Ledger pursuant to this paragraph 3.1;
 - (B) the amount required to eliminate the debit balance of the Infrastructure Ledger; and
 - (C) any excess to be paid to the District Council and County Council pursuant to the operation of paragraph 3.2.

3.2 If any amount to be credited to the Infrastructure Ledger pursuant to paragraph 3.1 shall exceed the amount required to eliminate any debit balance of the Infrastructure Ledger:

(a) that excess shall not be so credited; and

- (i) 25% of such excess shall be paid to the District Council; and
- (ii) 25% of such excess shall be paid to the County Council

within 28 days of the receipt by the Owner of the consideration for the Land Sale (or if later within 14 days of the expert's decision under paragraph 6.6); and

(b) the Owner shall comply with paragraph 7.1.

3.3 If any part of the consideration received by the Owner (being G in the above formula) in respect of any Land Sale is paid later than the date of completion of such sale the calculations (and if appropriate crediting of the Infrastructure Ledger and payment to the District Council and County Council) set out in paragraphs 3.1 and 3.2 shall be repeated in relation to such part of the consideration actually received by the Owner

4 Development Land Overage

4.1 The Owner agrees that:

(a) on each Calculation Date the Net Amount shall be calculated in accordance with the following formula:

$$N = (R+M) - (D + E + F + G)$$

where

N is such Net Amount;

R is the aggregate of the Development Receipts either:

(a) received by the Owner or

(b) which the Owner, acting reasonably, is certain it will receive,

in both cases as a consequence of the Owner carrying out the part of the Development on the Developable Land to which the relevant Calculation Date relates;

D is the Developer's Priority Return on the Development Costs mentioned in "E" below;

E is the aggregate of the Development Costs incurred by or on behalf of the Owner as a consequence of the Owner carrying out the part of the Development on the Developable Land (whether or not such costs relate to works actually carried out on that Developable Land) to which the relevant Calculation Date relates which shall:

(a) include any Council Payments payable by or on behalf of the Owner; and

(b) exclude any Development Costs debited to the Infrastructure Ledger;

F is the sum equal to 5% of all of the Development Costs identified in E with the exception of the Land Return for the Developable Land to which the relevant Calculation Date relates;

G is the Infrastructure Amount;

M is the Market Value of any interest retained by the Owner in the Developable Land to which the relevant Calculation Date relates as at the relevant Calculation Date; and

(b) it will credit the Infrastructure Ledger with the aggregate of E(a) (if applicable) and F (insofar as F relates to E(a)) used in the above formula to calculate the Net Amount

4.2 The **Infrastructure Amount** in respect of that part of the Site which is Developable Land to which the relevant Calculation Date relates shall be calculated prior to the Calculation Date in accordance with the following formula:

$$I = \frac{T \times A}{D}$$

where

I is such Infrastructure Amount;

T is the debit balance (expressed as a positive number) (if any) of the Infrastructure Ledger as at the date of calculation of the said Infrastructure Amount;

A is the area measured in acres of the Developable Land to which the relevant Calculation Date relates; and

D is the aggregate area measured in acres of all of the Developable Land in respect of which a calculation has not been previously made under paragraph 3.1 or this 4.2

provided always that if the Infrastructure Amount calculated as aforesaid (using the Owner's reasonable estimate of the aggregate of the Development Receipts and the Development Costs as at the date of the calculation (such estimate to be made in accordance with paragraph 5)) shall result in a negative Net Amount pursuant to paragraph 4.1 the amount of such Infrastructure Amount shall be reduced (but not to less than zero) to such amount as results in a Net Amount of zero pursuant to paragraph 4.1 and on completion of the calculation thereof the [Infrastructure] Amount (subject to any reduction as aforesaid) shall be credited to the Infrastructure Ledger.

4.3 Within 14 days of each Calculation Date the Owner shall provide in writing to the District Council:

(a) full details of the calculation set out in paragraph 4.1 above including:

(i) in respect of R evidence of the Development Receipts received and where reasonably practicable confirmation of payment by the party paying the receipt;

(ii) in respect of E an itemised statement of Council Payments and evidence of payment to the Council concerned;

(iii) in respect of E also an itemised statement of the Development Costs incurred which have been taken into account;

(iv) in respect of H the calculation of the Land Return;

(v) in respect of M a market valuation of any retained interest provided by an independent appropriately qualified valuer

and

(b) full details of the calculation set out in paragraph 4.2 above and the identification of any Net Amount which will be distributed to the Councils pursuant to paragraph 4.4 below

4.4 If any Net Amount calculated in accordance with paragraph 4.1 shall be a positive amount:

(a) 25% of such Net Amount shall be paid to the District Council; and

(b) 25% of such Net Amount shall be paid to the County Council

within 28 days of the Calculation Date (or if later within 14 days of the expert's decision under paragraph 6.6) and the Owner shall comply with paragraph 7.1

6 Provisional calculations

Wherever the Owner is required to make a calculation under this schedule 2 but any sum (being in the nature of a receipt or a cost) is reasonably anticipated but not known the Owner shall estimate the sum as at the date of the calculation and in so doing shall at all times act

reasonably including taking all reasonably appropriate external or independent advice as to the reasonably likely amounts (and such advice shall be made available pursuant to paragraph 6.2(c)).

6 General

6.1 The Owner shall pay the reasonable costs of the District Council incurred in participating in the operation of this schedule 2 including the reasonable costs of any external specialist advice provided that:

- (a) this obligation does not extend to costs in connection with any dispute or difference dealt with under paragraph 6.6(a) (without prejudice to the costs provisions in clause 10.2); and
- (b) all costs covered by the obligation in this paragraph 6.1 shall be treated as Development Costs (with the exception of costs incurred in connection with any dispute or difference dealt with under paragraph 6.6).

6.2 The parties agree that:

- (a) the District Council and/or their appointed professional representatives shall upon giving reasonable prior written notice be entitled to have reasonable access to and inspect (at reasonable intervals) accounts, accounting records, bills of quantities, invoices and any other documentation relating to any part of the Development Costs or other reasonable information relevant to the application of the formulae contained in paragraphs 3.1, 4.1 and 4.2 in all cases as the District Council may reasonably require;
- (b) the Owner shall procure that the accounts and accounting records referred to in paragraph 6.2(a) are kept and maintained up to date and in accordance with standard accounting principles;
- (c) for the avoidance of doubt it is agreed and acknowledged that such accounts and accounting records need not contain any entries or details of matters which in accordance with this schedule 2 have been estimated by the Owner but the Owner shall, on being given reasonable written notice by the District Council, make available to the District Council details of how such estimates were arrived at.

6.3 For the purpose of assessing and monitoring the Development Costs the Owner shall provide a statement of the Development Costs to the District Council as follows:

- (a) within six weeks of the Commencement Date; and
- (b) within 14 days of being requested so to do until the prospect of any payments to the District Council or County Council pursuant to paragraphs 3.2 and 4.4 has ceased (provided that no such request is made earlier than six months after the date of the previous request)

such statement to set out:

- (c) the actual Development Costs incurred up to the date of the statement;
- (d) the anticipated total Development Costs; and

- (e) such further particulars and information as the District Council may from time to time reasonably require.
- 6.4 The Owner shall ensure that:
- (a) there is no double counting so that any Development Cost (or part thereof) used for one calculation under paragraphs 3.1 or 4.1 shall not be used in another calculation under paragraphs 3.1 or 4.1, and
 - (b) where the Growth Fund (or any other organisation) provides grant funding (which does not include payments by way of loan) in connection with the Development that:
 - (i) the grant funding received is included as a Development Receipt; and
 - (ii) any amount of grant funding clawed back or otherwise required to be repaid (or a proper contingency therefor) is included as a Development Cost
- 6.5 Worked examples of the operation of paragraphs 3.1 and 3.2 and paragraphs 4.1, 4.2 and 4.4 are included in schedule 7 for illustrative purposes only. All parties acknowledge that no reliance can be placed on the amounts or types of sums referred to (being in the nature of receipts or costs) and the inclusion of worked examples for different scenarios does not mean that the Site will be developed or disposed of in such ways or at all.
- 6.6 The parties agree that:
- (a) clause 10 shall apply to any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this schedule 2, and
 - (b) the Owner is entitled to require written confirmation from the District Council and County Council that payment has been properly made to them under paragraphs 3.2 and/or 4.4 and:
 - (i) neither the District Council nor the County Council is obliged to provide such confirmation; but
 - (ii) if confirmation is not received by the Owner within 14 days of request from both the District Council and the County Council, then
 - (iii) the Owner may treat the absence of such confirmation as a dispute and refer the matter to resolution under clause 10.
- 7 Restriction on Occupation**
- 7.1 The Owner shall not Occupy or permit the Occupation of any more Dwellings or Employment Floorspace Units once a date for payment of the proportions of any excess referred to in paragraph 3.2 and/or the proportions of any or Net Amount referred to in paragraph 4.4 has been reached unless and until:
- (a) the proportions of excess or Net Amount (as applicable) which has fallen due have been paid in full; or
 - (b) a dispute or difference about the amount of such proportions of such excess or Net Amount (as applicable) has been referred to independent expert determination under clause 10

8 Release

- 8.1 Without prejudice to the generality of clause 6.1, once either any sum by way Land Sale Overage or Development Land Overage is paid to the District Council and the County Council under paragraph 3.2 or paragraph 4.4 then the provisions of this schedule 2 shall cease to apply to that part of the Site which was the subject of the Land Sale (in the case of paragraph 3.2) or that part of the Site to which the Calculation Date related (in the case of paragraph 4.4).

Schedule 3

District Council Obligations

1 District Council Covenants

1.1 The District Council covenants in favour of the Owner:

- (a) to use all sums received under the terms of this Deed for the purposes for which they have been paid and at the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when it is satisfied that such obligations have been performed save that in the event that any sum or part of a sum paid by the Owner shall have remained unexpended after the period of 10 years from the date of payment then such sum or part of such sum shall be repaid to the Owner by the District Council with interest;
- (b) the District Council may pass any payment or part of any such payment it received under this Deed to a third party in order to secure the purposes referred to in paragraph 1 1(a) on condition that any payment made by the District Council to any such third party shall be on terms that the monies shall be used for the specific purpose for which the money is paid and that if all or any of the payment remains unexpended after the period of 10 years from the date of payment it shall be repaid to the District Council with interest whereupon such sum shall be forwarded to the Owner;
- (c) that in the event that the District Council shall elect to accept the transfer of the freehold title of the Recreation Area.
 - (i) the District Council shall immediately be deemed to have adopted the same and taken on all burdens and obligations relating to it including as to maintenance and all other liabilities of the Recreation Area;
 - (ii) to use all reasonable endeavours to complete the transfer of the Recreation Area as soon as is reasonably practicable provided that any transfer to the District Council of the freehold title of the Recreation Area shall be subject to a restrictive covenant preventing the use of such area for any purpose other than as an area of public open space.
- (d) that in the event that the District Council shall elect to accept the transfer of the freehold title of the SUDS in a Phase
 - (i) the District Council shall immediately be deemed to have adopted the same and taken on all burdens and obligations relating to it including as to maintenance and all other liabilities of the SUDS for that Phase;
 - (ii) to use all reasonable endeavours to complete the transfer of the SUDS for that Phase as soon as is reasonably practicable.

Schedule 4

County Council obligations

1 County Council Covenants

The County Council covenants in favour of the Owner:

- (a) To accept the transfer of the Primary School Site in accordance with the timing of the Owner's obligation at Schedule 1 paragraph 2.1(b) and the Primary School Transfer Terms
- (b) that in the event that the County Council in its capacity as the SAB shall elect to or is required to accept the transfer of the freehold title of the SUDS in a Phase:
 - (i) to use all reasonable endeavours to complete the transfer of the SUDS for that Phase as soon as is reasonably practicable; and
 - (ii) from the date of such transfer the County Council shall immediately be deemed to have adopted the same and taken on all burdens and obligations relating to it as to maintenance and all other liabilities of the SUDS for that Phase.

Calcareous Grassland Management Plan

Management prescriptions for the calcareous grassland at Hucknall Airfield

Grassland management

1. No arable farming or any form of agriculture that will result in destruction of the grassland will be permitted.
2. The grassland (Areas 1 to 5 on accompanying Figure 1) will be subjected to a low intensity conservation management regime. This will consist of either:
 - a. Mowing for hay production; or
 - b. Light grazing by cattle, sheep or horses; or
 - c. A combination of the two i.e. mowing in late August, followed by aftermath grazing during September in order to enable hoof pressure to break up the sward.
3. The exact method and combination of mowing, livestock and grazing season will be determined by the availability of grazing animals from local farmers and therefore stocking densities, periods and seasons are not stipulated in this document. Rather the desired outcome (in terms of sward height) is stated in point 4, below. However, to assist in determining initial stocking densities where livestock are available, Appendix 1 reproduces broad guidelines for stocking densities for sheep and cattle for conservation management of calcareous grasslands from the Lowland Grassland Management Handbook produced by English Nature (now Natural England). It is important to note that these are intended as broad guidelines rather than definitive prescriptions.
4. Where grazing is undertaken this will be sufficiently light that a variable sward structure will be preserved and widespread summer flowering will be possible. In order to ensure light grazing, stocking densities/periods will not be permitted that result in an average grassland height of 5cm or less at any time, or an average grassland height below 10cm during March to August. Localised poaching of the soil (compaction and creation of large areas of localised bare ground) will also be avoided, for example by moving the drinking troughs so that they are not always in a single location.
5. If a mowing regime is to be utilised, it will take place once per year during late August to late September, thus allowing the majority of grassland plants to bloom and set seed. Mowing at this time will also avoid damage to skylark nests.
6. If a mowing regime is to be utilised and/or grazing is not possible, light chain harrowing of the flat grassland will take place immediately after the annual cut in order to break up the vegetation, provide opportunities for annual plants to germinate and broadly mimic the action of livestock hooves.
7. If required, there will also be removal of the current young scrub which is developing through the sward in parts of Areas 2, 3 and 4 (see Figure 1). This will take up to 3 years. It is most likely to involve use a tractor-towed topper, with cut material chipped and left on site in a compost area, followed by direct treatment of stems to stop re-growth.

8. Monitoring will be introduced to ensure that on-going management is appropriate. This will consist of an annual inspection by an ecologist to examine a) average sward height, b) areas of bare ground, c) proportion of 'weed' species (i.e. thistles, docks and ragwort), d) scrub cover. The results of this monitoring visit will be used to amend the management regime as necessary to ensure that an appropriate conservation management regime continues to be implemented.

Translocation of former noise bund

9. The grassland shown in Area 6 on the accompanying figure (Figure 1) has developed on the former noise bund. As the most structurally significant part of the site for invertebrates the habitat on the noise bund will be retained on site but moved to an alternative location to create a smaller bund of similar structure, slope and aspect on the runway outside the development footprint, but within the planning application boundary (Area 7 on the accompanying Figure 1, dated 03/06/2014).
10. It is not technically feasible to translocate the bund as turfs due to the unconsolidated nature of the substrate and the steep slopes involved. Instead, the top layer of substrate (to a minimum depth of 20cm) will be stripped from the bund and moved to the western end of the runway, within the planning application boundary, where it will be re-laid and then allowed to recolonise from the seedbank in the substrate.
11. In order to ensure the preservation of the dingy skipper butterfly population known to be present on this bund, as many individual birds-foot trefoil (*Lotus corniculatus*) plants as practicable will be specifically dug up and translocated into the retained grassland adjacent to the relocated bund (or directly into the relocated bund itself) during the period October to January, when the larvae are dormant on the plants.
12. The relocated bund will not require any specific management other than an annual check to remove young scrub plants (i.e. those over 50cm tall) in order to ensure that scrub cover of the bund does not exceed 10% of its area.

Annex 1 – Excerpt from the Lowland Grassland Management Handbook providing broad guideline stocking densities for calcareous grassland

Note that stocking densities are provided in terms of number of animals per hectare. As the number of weeks of grazing increases, the recommended stocking density declines.

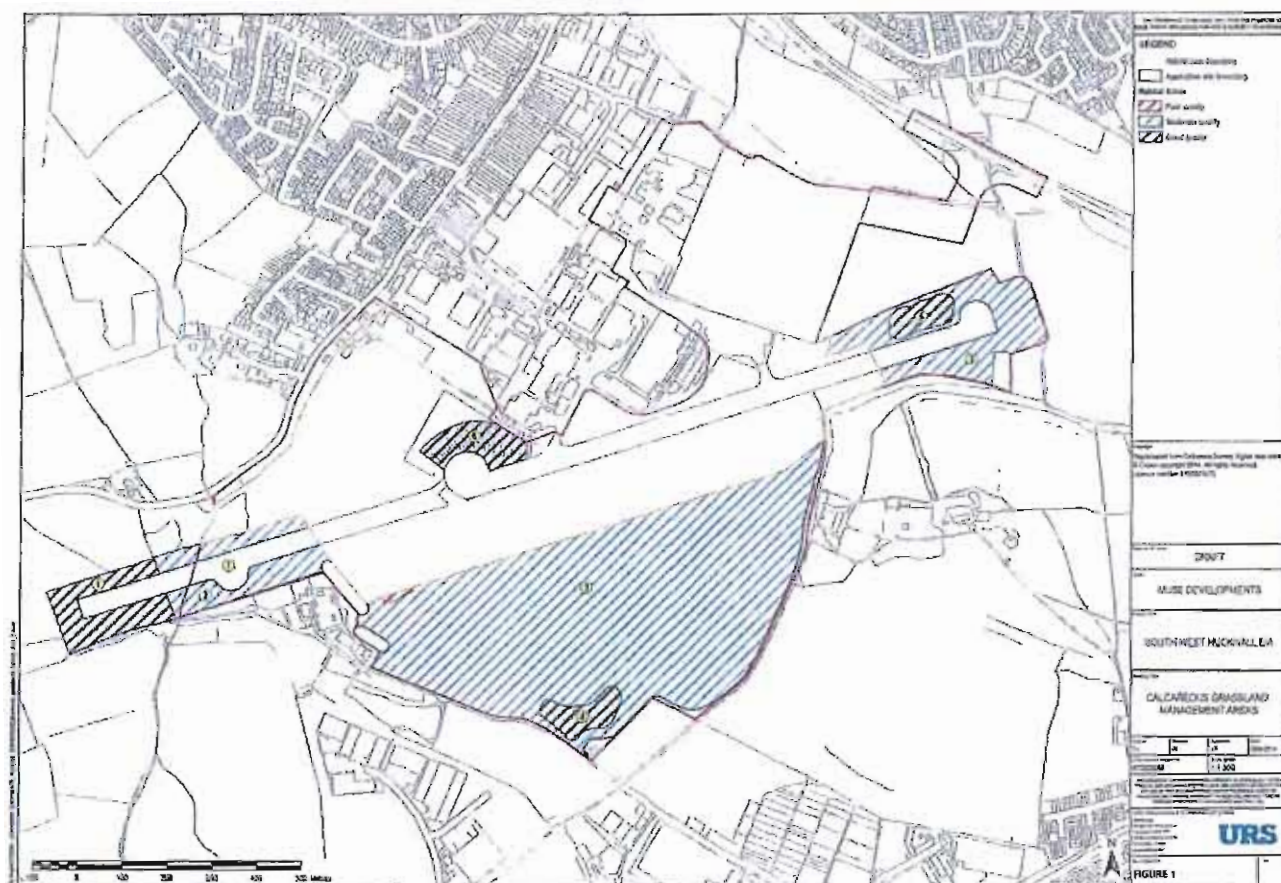
No of grazing weeks per year	Calcareous grassland	
	S	C
2	60	15
4	30	8
6	20	5
8	15	4
10	12	3
12	10	2.5
14	8.5	2
16	7.5	2
20	6	1.5
24	5	1
36	3.5	1
52	2.5	0.5
Annual Stocking Rate LU/ha/yr	0.25	

S=sheep

(c60kg LW)

C=cattle

(c250kg LW)



Schedule 6

Primary School Transfer Terms

- 1 Full title guarantee
- 2 Consideration of one pound (£1.00)
- 3 Serviced Site
- 4 Each party to bear own costs of the transfer
- 5 Restrictive covenant for the benefit of the retained land that the Primary School Land to be used solely for the purpose of a primary school and ancillary purposes
- 6 Obligation on transferee to transfer back the Primary School Land to the party by whom it was transferred in the event that no Primary School is built on the Primary School Land within 10 years of the transfer of the Primary School Land such transfer to be at nominal consideration and on such terms as the parties shall agree acting reasonably

Schedule 7

Overage – Worked Examples

Note – all sums / number of houses are deliberately false because these examples show the application of the formula; not any realistic volumes, costs, receipts or overage payments. Examples are provided to show overage being paid without any implication that any overage will in fact be generated

For both Land Sale overage and Development Land overage there is a scenario with and scenario without overage being payable.

1 Land Sale Overage - worked example of the operation of paragraphs 3.1 and 3.2 of schedule 2

1.1 Land Sale for construction of 300 houses for £100,000 (G). Infrastructure Ledger stands at £300,000. There are no Council Payments (N) payable because none of the land includes the Business Park. The sale costs are £2,000 (C) and the 5% development management fee on such costs is £100 (F).

(a) First, calculate the Land Sale Net Receipt (R) using formula $R = G - (N + C + F)$

$$£100,000 - (£0 + £2,000 + £100) = £97,900$$

(b) Second, apply 85% of the Land Sales Net Receipt (being £83,215) towards paying down the Infrastructure Costs by crediting the Infrastructure Ledger

$$£300,000 - (£97,900 \times 85\%) = £216,785$$

£216,785 is the new Infrastructure Ledger balance.

(c) Third, if the amount to be credited to the Infrastructure Ledger exceeds the current balance of the Infrastructure Ledger then distribute by way of overage. In this scenario no overage is payable (the Infrastructure Ledger remains with a reduced balance of £216,785)

1.2 Land Sale for construction of 750 houses and one unit in the Business Park for £375,000 (G). Since the first calculation above another £2,165 of Infrastructure Costs are incurred so that the Infrastructure Ledger stands at £218,950. Council Payments (N) of £1,000 are payable because some of the land includes the Business Park. The sale costs are £3,000 (C) and the 5% development management fee on the Council Payments and such costs is £200 (F).

(a) First, calculate the Land Sale Net Receipt (R) using formula $R = G - (N + C + F)$

$$£375,000 - (£1,000 + £3,000 + £200) = £370,800$$

(b) Second, credit the Infrastructure Ledger with £1,050 (being Council Payments of £1,000 and the 5% development management fee on the Council Payments of £50) £220,000 is the new Infrastructure Ledger balance

(c) Third, pro-rate the Land Sales Net Receipt because it straddles the 450 house threshold (150 houses : 600 houses or 20% : 80%). This is because the first sale above had 300 homes so the first 150 homes here takes it to the 450 threshold.

(i) The first 20% of Land Sales Net Receipt (£370,800) is £74,160

Apply 85% of this portion of the Land Sales Net Receipt (being £63,036) towards paying down the Infrastructure Costs by crediting the Infrastructure Ledger

$$£220,000 - (£74,160 \times 85\%) = £156,964$$

£156,964 is the new Infrastructure Ledger balance

- (ii) The remaining 80% of Land Sales Net Receipt (£370,800) is £296,640

Apply 55% of this portion of the Land Sales Net Receipt (being £163,152) towards paying down the Infrastructure Costs by crediting the Infrastructure Ledger

$$£156,964 - (£296,640 \times 55\%) = -£6,188$$

-£6,188 (a negative figure) is the new Infrastructure Ledger balance

- (d) Fourth, as the amount to be credited to the Infrastructure Ledger exceeds the balance of the Infrastructure Ledger by £6,188 then distribute by way of overage as follows:

25% to the District Council - £1,547

25% to the County Council - £1,547

2 Development Land Overage - worked example of the operation of paragraphs 4.1, 4.2 and 4.4 of schedule 2

- 2.1 A developed unit on the Business Park is sold 2 months after practical completion for £1,000,000 (R). No rent has been payable and no other receipts have been generated (R). The land being sold amounts to 1 acre (10%) and the total Developable Land not previously sold off (including this unit) stands at 10 acres. The Development Costs for this unit are £500,000 (including a Land Return of £200,000) (E) plus Council Payments of £10,000 are payable (E). The Developer's Priority Return is 15% of £310,000 (ie the total Development Costs excluding the Land Return) ie £46,500 (D) and the 5% development management fee is £15,500 (F). Both the 15% and the 5% are based on £310,000. The Infrastructure Ledger stands at £3,010,500 and the Infrastructure Amount is £300,000 (G) – how this Infrastructure Amount is calculated is explained at (a) below.

- (a) First, calculate the Infrastructure Amount using formula $I = \frac{T \times A}{D}$

D

$$\frac{£3,000,000 \times 1 \text{ acre}}{10 \text{ acres}} = £300,000$$

10 acres

* The Infrastructure Ledger stands at £3,010,500 but we need to deduct £10,500 being the Council Payments plus the 5% management fee thereon – see (c) below.

- (b) Second, calculate the Net Amount using formula $N = (R+M) - (D + E + F + G)$

$$(£1,000,000 + £0^{**}) - (£46,500 + £510,000 + £15,500 + £300,000) = £128,000$$

** - no market valuation (M) is required

- (c) Third, credit the Infrastructure Ledger with £10,500 (being Council Payments of £10,000 and the 5% development management fee on the Council Payments of £500). £3,000,000 is the new Infrastructure Ledger balance
- (d) Fourth, credit the Infrastructure Ledger with £300,000 (being the Infrastructure Amount). £2,700,000 is the new Infrastructure Ledger balance
- (e) Fifth, as the Net Amount is positive (£128,000) then distribute by way of overage as follows:

25% to the District Council - £32,000

25% to the County Council - £32,000

2.2 A developed unit on the Business Park is unsold 1 year and 20 working days after practical completion. The independent market valuation is £1,000,000 (M). No rent has been payable and no other receipts have been generated (R). The land being sold amounts to 1 acre (20%) and the total Developable Land not previously sold off (including this unit) stands at 5 acres. The Development Costs for this unit are £500,000 (including a Land Return of £200,000) (E) plus Council Payments of £10,000 are payable (E). The Developer's Priority Return of 15% of £310,000 (ie the total Development Costs excluding the Land Return) is £46,500 (D) and the 5% development management fee is £15,500 (F). Both the 15% and the 5% are based on £310,000. Since the first calculation above another £3,310,500 of Infrastructure Costs are incurred so that the Infrastructure Ledger stands at £6,010,500 and the Infrastructure Amount is £1,200,000 (G) – how this Infrastructure Amount is calculated is explained at (a) below

- (a) First, calculate the Infrastructure Amount using formula $I = \frac{T \times A}{D}$

D

$$\frac{£6,000,000 * 1 \text{ acre}}{5 \text{ acres}} = £1,200,000$$

5 acres

* The Infrastructure Ledger stands at £601,050 but we need to deduct £10,500 being the Council Payments plus the 5% management fee thereon – see (c) below.

- (b) Second, calculate the Net Amount using formula $N = (R+M) - (D + E + F + G)$

$$(£0 + 1,000,000) - (£46,500 + £510,000 + £15,500 + £1,200,000) = -£772,000$$

- (c) Third, because the Net Amount is negative, reduce the Infrastructure Amount to such amount as results in a Net Amount of zero – in this case by £772,000 so that the Infrastructure Amount is £428,000 (ie £1,200,000 - £772,000). Re-calculate the Net Amount using formula $N = (R+M) - (D + E + F + G)$

$$(£0 + 1,000,000) - (£46,500 + £510,000 + £15,500 + £428,000) = £0$$

(Note: 1. Only take step (c) if the calculation at step (b) results in a negative sum. 2. If the calculation at step (b) results in a negative sum then the recalculation of the Net Amount at step (c) will always result in £0)

- (d) Fourth, credit the Infrastructure Ledger with £10,500 (being Council Payments of £1,000 and the 5% development management fee on the Council Payments of £500). £6,000,000 is the new Infrastructure Ledger balance
- (e) Fifth, credit the Infrastructure Ledger with £428,000 (being the adjusted / reduced Infrastructure Amount). £6,572,000 is the new Infrastructure Ledger balance
- (f) Sixth, if the Net Amount is positive then distribute by way of overage. In this scenario no overage is payable

Schedule 8
Infrastructure Costs

Category / type of cost	£ Costs incurred*	£ Estimate of costs**
Part A - Business Park		
Earthworks		518,000
Primary Roads		2,678,000
Surface / Foul Water Drainage		1,855,000
On Site Landscaping		324,000
Services / Utilities		2,284,000
Ecological Measures		150,000
Inspection Fees / Costs		496,000
Contingency		283,000
Professional Fees		706,000
Developer DM Fee		1,183,000
Provisional Sub-Total Business Park Infrastructure		10,477,000
Part B - Non-Business Park (Residential)		
s106 Costs:		
(i) Primary Education		3,500,000
(ii) Secondary Education		2,314,000
(iii) Healthcare		750,000
(iv) Public Transport		900,000
(v) Highways: Nabbs		995,000
(vi) Highways: Narrow Lane		541,000
(vii) Commuted Sums: Landscaping		500,000
(viii) Residential Play Areas		174,000
(ix) Open Space / Trees / Cycleways		162,000
(x) Ecological Measures		200,000

Category / type of cost	£ Costs Incurred*	£ Estimate of costs**
Earthworks		33,000
Primary Roads		3,509,000
Surface / Foul Water Drainage		2,039,000
On Site Landscaping		97,000
Services / Utilities		1,998,000
Inspection Fees / Costs		337,000
Contingency		241,000
Professional Fees		724,000
Developer DM Fee		468,000
Provisional Sub-Total Non-Business Park (Residential) Infrastructure		19,482,000
Part C – Shared Business Park and Non-Business Park		
Outline Planning Costs		600,000
Reserved Matters Applications		200,000
Archaeology		100,000
Development Agreement Legals		150,000
s106 Legals		50,000
Site Investigations		250,000
Developer DM Fee		654,000
Provisional Sub-Total Shared Business Park and Non-Business Park		2,004,000
Provisional Sub-Total Infrastructure Costs		31,963,000

* - costs incurred are included where costs have been paid in full and not costs which have been incurred but not yet paid in full (which nevertheless may be Infrastructure Costs)

** - the absence of an estimate against any type of cost does not mean the estimate is £0 and shall not prevent costs properly incurred against those cost types from being Infrastructure Costs

Schedule 9

Development Costs

Development Cost	Value
SDLT	£252,000
Site Legal Fees	£23,000
Build Costs	£32,000,000
Contingency	£1,500,000
Project Management Fee	£2,500,000
Professional Fees	£4,400,000
Letting Agent Fees	£700,000
Letting Legal Fees	£230,000
Investment Agent Fees	£560,000
Investment Legal Fees	£280,000
Direct Sale Agent Fees	£340,000
Direct Sale Legal Fees	£170,000
Marketing	
Grant Repayment	
Interest	
Tenant Inducements / Rent Free Period	
Void Costs (Service Charge / Rates)	
Overage	
Finance Costs (Interest)	
Overage Monitoring Fees	
General Legal Fees	
Individual Phase Planning Fees / Building Regs	

The common seal of
Ashfield District Council
was affixed to this deed in the presence of

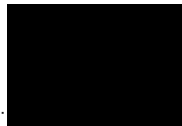


(Member of the Council - specify) CHAIRMAN



ED OFFICER

The common seal of
Nottinghamshire County Council
was affixed to this deed in the presence of

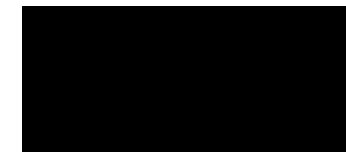


(Member of the Council - specify)

AUTHORISED SIGNATORY

(Clerk or alternative - specify)

Executed as a deed by ROBERT O'CALL
Rolls-Royce plc AS DIRECTOR
acting by two directors or by a director and its
secretary



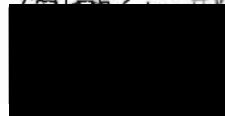
Director

Director/Secretary

WITNESSES

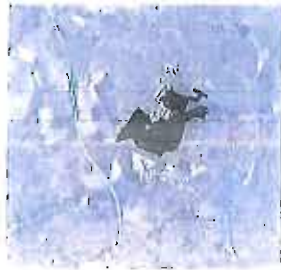
G.H.ICE

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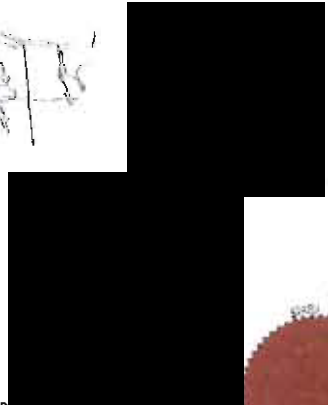


Plan 1

- Planning application boundary
- Other land under the control of the applicant



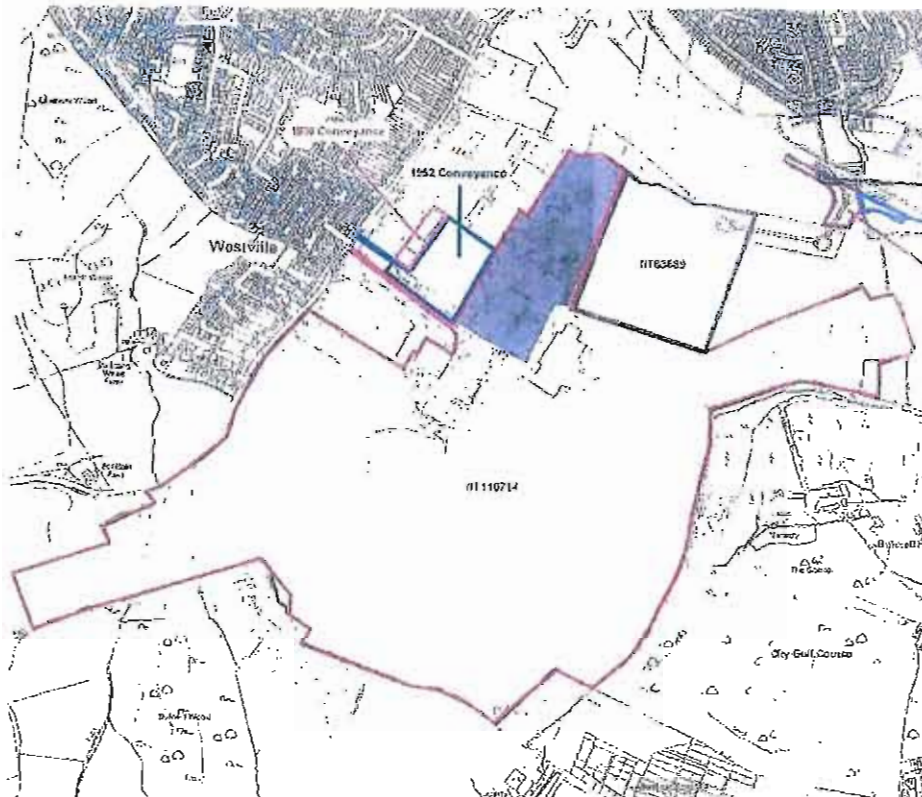
ASHFIELD DISTRICT COUNCIL
Development Control
06 FEB 2016
REF:



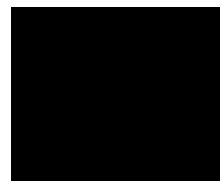
Planning Application boundary
FOR PLANNING
South West Huddersfield
MUS-WPH-001
HTA for Muse Developments

MUS-05140122
January 2014
11000000913

Plan 2



1163689
117445266
117453080



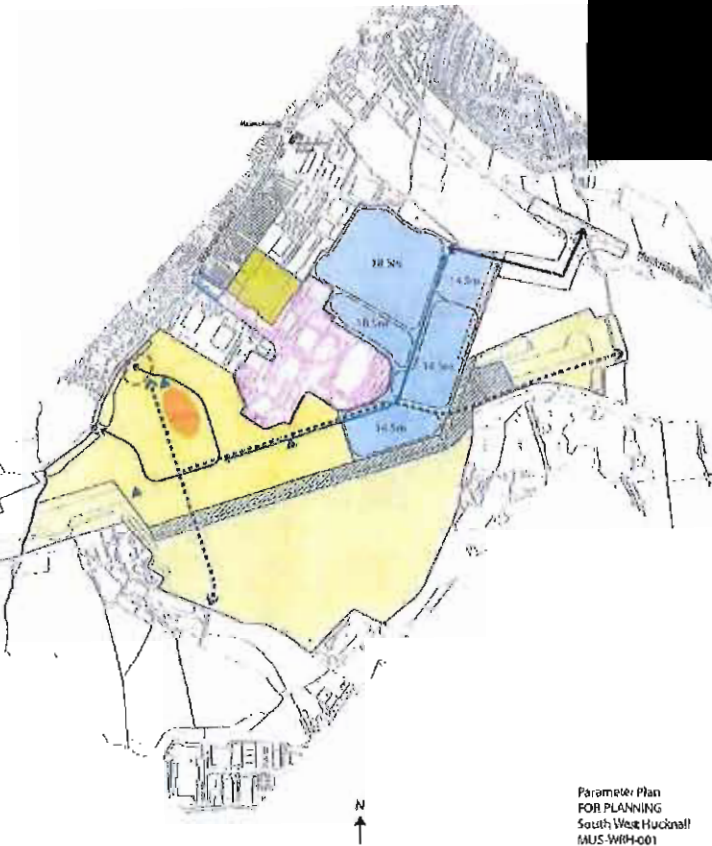
Draft 02
Rolls-Royce,
Business Park,
Hucknall
Access - Heads of Terms

Fixed Parameters

- Planning application boundary
- Other land under the control of the applicant
- Existing Rolls-Royce sports field
- Existing Rolls-Royce retained facilities
- Proposed Business Park comprising up to 100,000m² of employment space
- Proposed Residential Development, comprising up to 900 units
- Area of proposed native conservation enhancements
- Access road into Business Park and existing Rolls-Royce retained facilities from Ashford Bypass
- Proposed access points onto B8009 Watnall Road
- Max building ridge height above floor level
* maximum building height within the residential area is 3 storeys

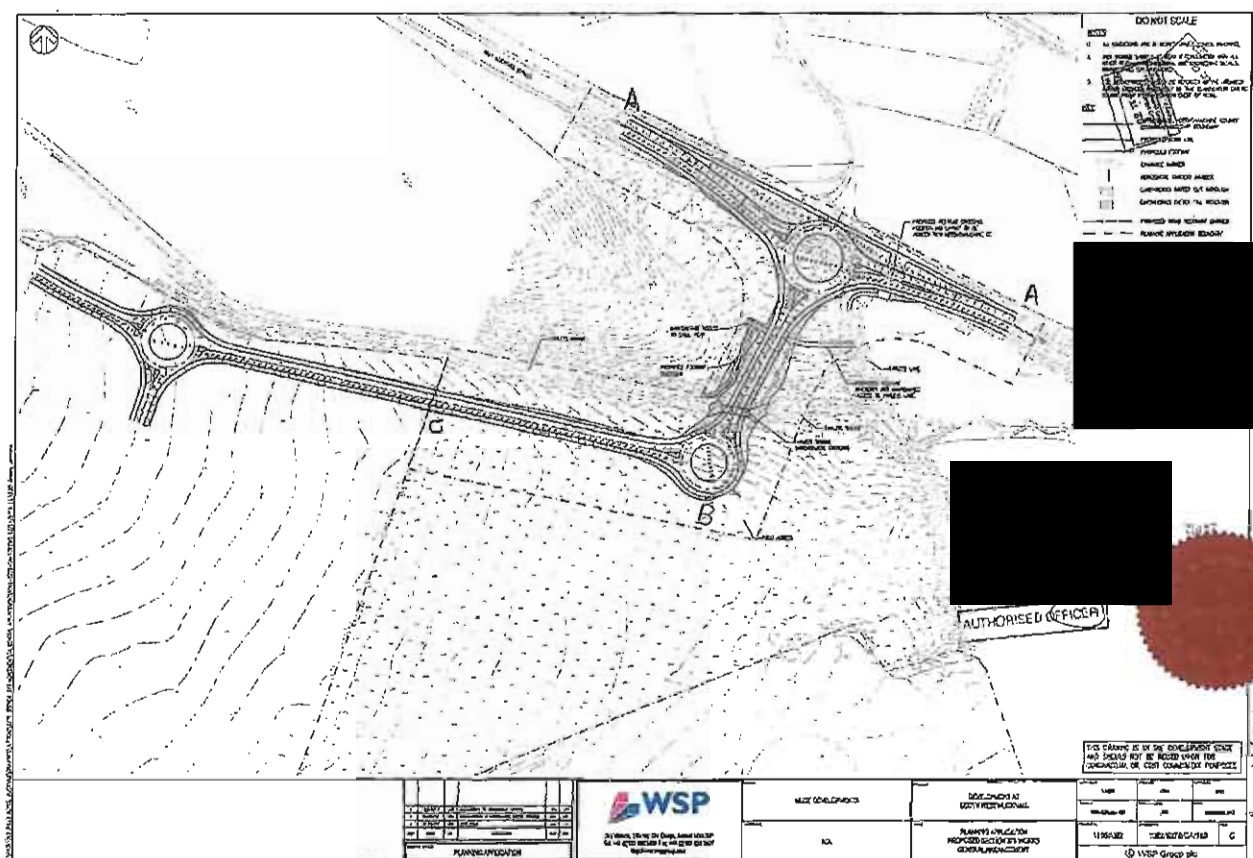
Additional Parameters

- Area required for drainage attenuation (swales and ponds)
- Area of existing woodland belt - retention of trees where practicable
- Strategic planting - soft edge between development and green belt - approximately 20m wide
- Strategic planting within the business park - soft edge between development and existing woodland - approximately 20m wide
- Indicative location of one-form entry primary school (approx. 1.1 ha)
- Indicative location of community facilities including local retail, pub/restaurant and care home
- Indicative location for play facilities
- Loop road system serving the residential area
- Link road for public transport to/from the Business Park
- Strategic cycle and pedestrian links



Parameter Plan
FOR PLANNING
South West Huddersfield
MUS-WPH-001
HTA for Mase Developments

MUS-DR130221
January 2011
1:10000@A9

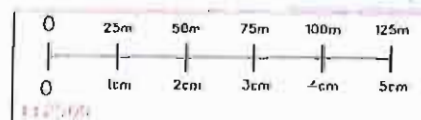
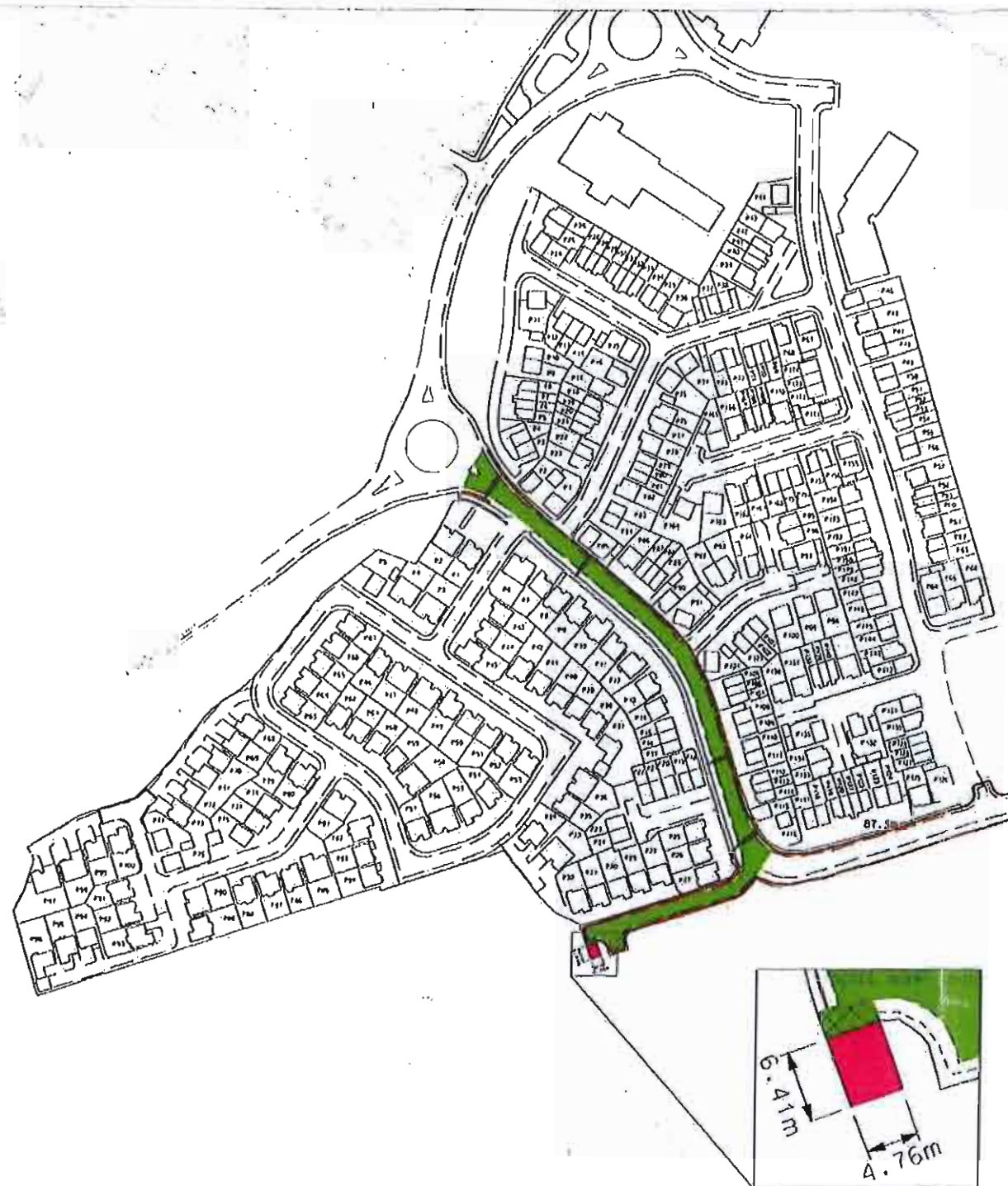


Appendix 3

Excluded Land

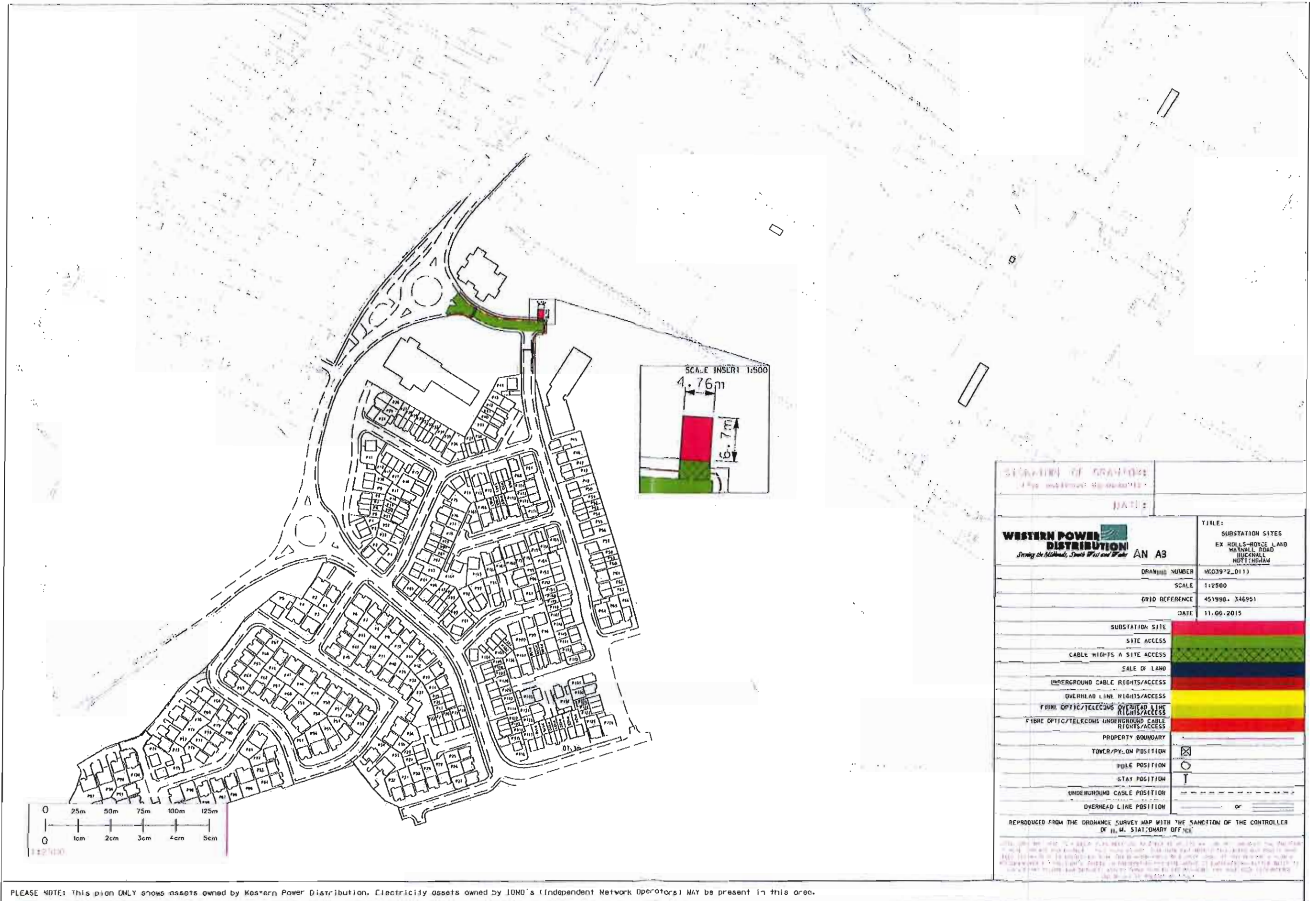
- WSP Drawing 1092-S38-GA-101 Rev C
- Western Power Distribution Drawing MCO3972_C
- Western Power Distribution Drawing MCO3972_D(1)

Plan 2



SIGNATURE OF GRANTEE: (For system operators)			
DATE:			
WESTERN POWER DISTRIBUTION <i>Serving the Midlands, South West and Wales</i>		AN A3	
DRAWING NUMBER		W003972.C	
SCALE		1:12500	
GRID REFERENCE		451998, 346951	
DATE		29.05.2015	
SUBSTATION SITE			
SITE ACCESS			
CABLE RIGHTS & SITE ACCESS			
SALE OF LAND			
UNDERGROUND CABLE RIGHTS/ACCESS			
OVERHEAD LINE RIGHTS/ACCESS			
FIBRE OPTIC/TELECOMS OVERHEAD LINE RIGHTS/ACCESS			
FIBRE OPTIC/TELECOMS UNDERGROUND CABLE RIGHTS/ACCESS			
PROPERTY BOUNDARY			
TOWER/PYLON POSITION		☒	
PIKE POSITION		☐	
STAY POSITION		☐	
UNDERGROUND CABLE POSITION			
OVERHEAD LINE POSITION			
REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF H.M. STATIONARY OFFICE			

PLEASE NOTE: This plan ONLY shows assets owned by Western Power Distribution. Electricity assets owned by IDNO's (Independent Network Operators) MAY be present in this area.



PLEASE NOTE: This plan ONLY shows assets owned by Western Power Distribution. Electricity assets owned by ION's (Independent Network Operators) MAY be present in this area.

Appendix 4

Part 1 - Plans of the Second Owner's Land the Third Owner's Land and the Fourth Owner's Land

- WSP Drawing 1092-SK-025 Rev B (Second Owner's Land)
- re-form drawing RF13-110SK24 (Third Owner's Land)
- WSP Drawing 1092-SK-036 Rev A (Fourth Owner's Land)

Part 2 - Title Plans

- NT83689 (First Owner's Land – part)
- NT110714 (First Owner's Land – part and before transfer of the Excluded Land, Second Owner's Land, Third Owner's Land and Fourth Owner's Land)

DO NOT SCALE

KEY:
PHASE 1 RESIDENTIAL RED-LINE BOUNDARY



TEMPORARY CONSTRUCTION
ACCESS THROUGH
ROLLS-ROYCE GATE FOR
PHASE 1 WORKS

ACCESS TO DEVELOPMENT
SUBJECT TO DETAILED DESIGN

PHASE 1 WORKS HAUL ROAD
BY RESIDENTIAL DEVELOPER

ACCESS TO PHASE 2 TO BE PROVIDED
BY APRIL 2015 (TBC)

PHASE 1 S38
INFRASTRUCTURE SUBJECT
TO DETAILED DESIGN

REV	DATE	BY	DESCRIPTION	CHK	APP
B	31/10/14	JAB	UPDATED FOLLOWING COMMENTS RECEIVED		
A	29/10/14	JAB	FIRST ISSUE		

DRAWING STATUS: FOR INFORMATION ONLY



One Queens Drive, Birmingham, West Midlands, B5 4PJ
Tel: +44 (0)121 352 4700 Fax: +44 (0)121 352 4701
<http://www.wspgroup.com>

MUSE DEVELOPMENTS LTD

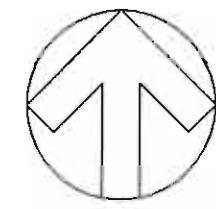
HTA

WATNALL ROAD, HUCKNALL

PHASE 1 RESIDENTIAL
RED LINE PLAN

SCALE @ A3:	1:500	CHECKED:	GH	APPROVED:	GH
DWG FILE:	1092-SK-025	DESIGN DRAWN:	JAB	DATE:	October 2014
PROJECT No:	11051092	DRAWING No:	1092-SK-025	REV:	B

© WSP Group plc



DO NOT SCALE

KEY:
PHASE 2 RESIDENTIAL RED-LINE BOUNDARY



OLYMPUS COURT

DATE OF 1078 MINS
DATE OF 138 MINS

LOCATION OF JUNCTION ONTO
SPINE ROAD TO BE CONFIRMED

M:\1051092\Rolls Royce, Hucknall\DRAWINGS\AUTOCAD\SK Slatches\1092-SK-036.dwg 19/01/2015 12:24:24 Brooks, Jermine

REV	DATE	BY	DESCRIPTION	CHK	APP
A	19/01/15	JAB	FIRST ISSUE		
DRAWING STATUS					
FOR INFORMATION ONLY					



The Victoria, 180-182 The Quays, Salford M50 3SP
Tel: +44 (0)161 886 2400 Fax: +44 (0)161 886 2401
<http://www.wspgroup.com>

CLIENT	MUSE DEVELOPMENTS LTD
ARCHITECT	HTA

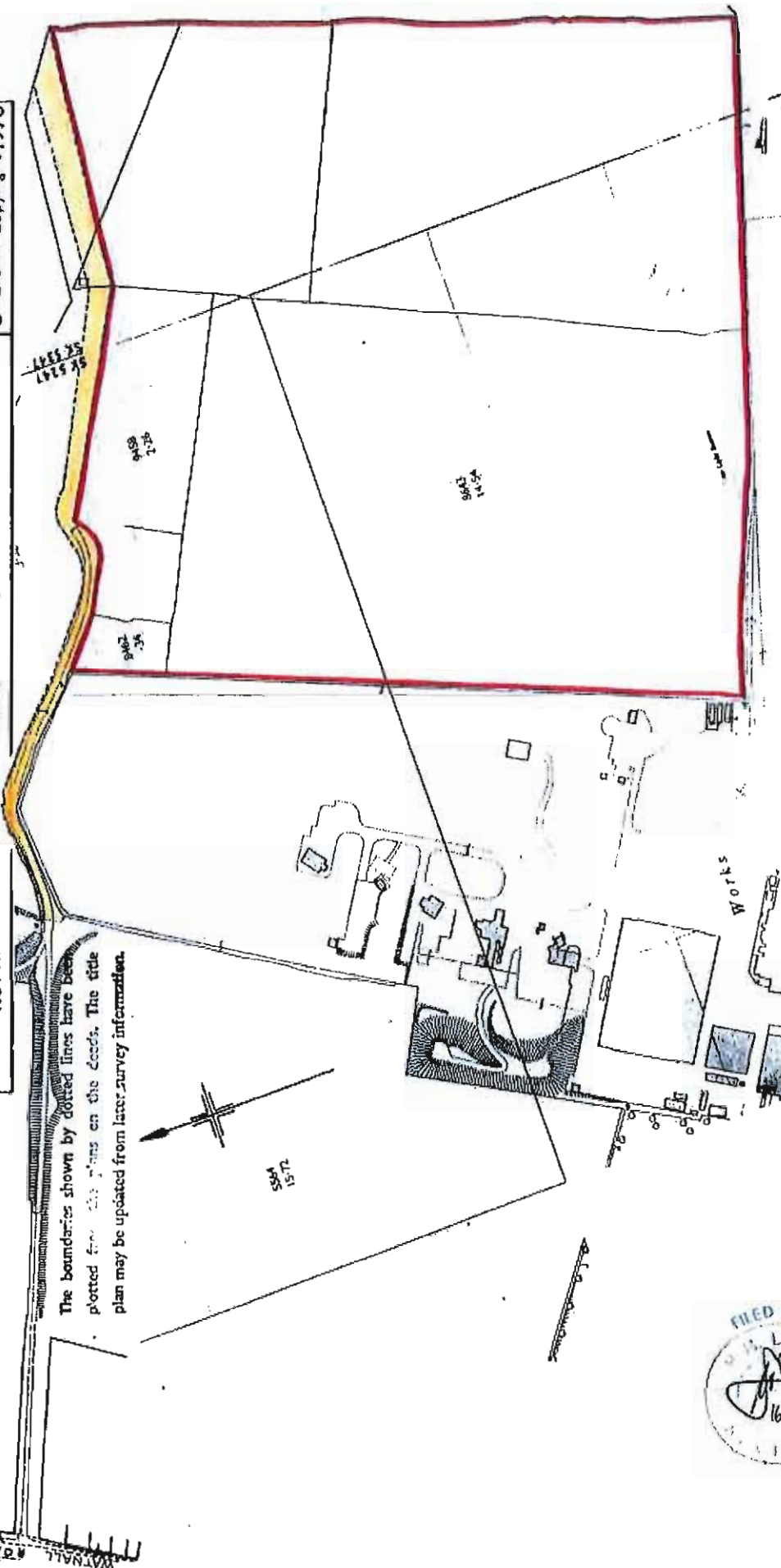
PROJECT	WATNALL ROAD, HUCKNALL
TITLE	PHASE 2 RESIDENTIAL RED LINE PLAN

SCALE @ A3	1:500	CHECKED	GH	APPROVED	GH
DRAWN BY	1092-SK-036.dwg	DESIGN/ISSUED	JAB	DATE	January 15
PROJECT NO	11051092	DRAWING NO	1092-SK-036	REV	A

© WSP Group Ltd

H.M. LAND REGISTRY		TITLE NUMBER	
		NT 83689	
ORDNANCE SURVEY PLAN REFERENCE	SK 5247 SK 5347	SECTION	Scale 1/2500
COUNTY NOTTINGHAMSHIRE		© Crown Copyright 1978	
ASHFIELD DISTRICT			

The boundaries shown by dotted lines have been plotted from old plans on the deeds. The title plan may be updated from later survey information.



H.M. LAND REGISTRY		TITLE NUMBER	
		NT110714	
ORDNANCE SURVEY PLAN REFERENCE	SK 54 NW	SECTION	Scale 1/10 000
COUNTY	NOTTINGHAMSHIRE	ASHFIELD DISTRICT	
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