

This Agreement is made as a Deed on *the twenty fourth day of February* 2011

BETWEEN:

- (1) **Mendip District Council** of Council Offices, Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT (the "**Council**"); and
- (2) **Somerset County Council** of County Hall Taunton TA1 4DY (the "**County Council**")
- (3) **Lochailort Investments Limited** (Co. Regn. No. 05605197) whose registered office is at 10 Culross Street Mayfair London W1K 2DX (the "**Owner**").

BACKGROUND:

- (A) The Council is the Local Planning Authority under the provisions of the Act for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is a local planning authority the local highway authority and the local education authority for the area in which the Land is situate and by whom the obligations in Part 2 of the Third Schedule are enforceable
- (C) The Owner is the owner in fee simple in possession of the Land free from incumbrances.
- (D) The Owner has submitted to the Council the Application seeking planning permission for the Proposed Development on the Land.
- (E) The Council has resolved to grant the Planning Permission pursuant to the Application subject to completion of this Deed under the statutory powers referred to in Clause 2 of this Deed.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"**Act**" means the Town and Country Planning Act 1990 (as amended).

"**Affordable Housing**" means affordable housing which meets the requirements of the Mendip Local Plan, Planning Policy Statement 3 (2006) and the Council's adopted Supplementary Guidance on Affordable Housing, and which comprises Rental Units let in accordance with the Homefinder Somerset Common Lettings Policy (or any guidance notes or circulars or policies which may supersede them) and Shared Ownership Units.

"**Affordable Housing Land**" means the land edged orange on Plan 2.

"**Affordable Housing Units**" mean the eight units of Affordable Housing to be located on the Affordable Housing Land 5 of which will be 3 bedroom houses and 3 of which will be 2 bedroom houses and which are shown coloured brown on Plan 2

"**Application**" means the planning application reference number 2010/0493 submitted to the Council for planning permission to develop the Land for (as subsequently varied) the construction of 51 new dwellings (including affordable and sheltered housing provision) a shop 3 commercial units (A1/B1/A2) with associated access parking and landscaping.

"**Commencement of the Development**" means the carrying out of a material operation within the meaning of Section 56(4) of the Act in respect of Development other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services and erection of site huts, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and landscaping and "**Commence Development**" and "**Commencement**" shall be construed accordingly.

"Commercial Units" means the 2 units shown coloured purple on Plan 2 to be used and marketed in accordance with the Sixth Schedule

"the Common Areas Management Plan" means a fully detailed management plan for the maintenance in perpetuity of all carriageways footways landscaping non-adopted open space and any non-adopted common infrastructure situate on the Property and the Tree Belt the Footpaths and the Drainage Basin to the satisfaction of the Council which Plan shall include full details of the maintenance programme the constitution of the Management Company and the form of transfer imposing the Rentcharge on the Units which Plan may be varied from time to time with the prior consent in writing of the Council (such consent not to be unreasonably withheld or delayed).

"Community Facilities Contribution" means the sum of thirty thousand pounds (£30,000) to be paid by the Owner to the Council in accordance with part 1 of the Third Schedule and to be applied by the Council towards the Church of St Philip and St James in Norton St Philip for community benefit

"Development" means the development of the Property pursuant to the Planning Permission.

"Drainage Basin" means all those surface water drainage facilities authorised by planning permission reference 2010/04934

"Dwelling" means a dwelling to be constructed on the Property in accordance with the Planning Permission.

"Education Contribution" means the sum of seventy three thousand five hundred and forty two pounds (£73,542) to be paid by the Owner to the County Council in accordance with Part 2 of the Third Schedule and to be applied by the County Council towards the provision of education facilities at Norton St Philip School

"Education Index" means the General Building Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation

"First Occupation" means the date on which a completed Dwelling is first occupied or used for the purposes of the Development (which for the avoidance of doubt shall exclude use for construction marketing and security and use for the purposes of an occupier/tenant fitting out of such Dwelling).

"Footpaths" means the lengths of path to be laid out by the Owner between points A-B and C-D on Plan 3 in accordance with the specification set out in Part 1 of the Seventh Schedule unless otherwise agreed with the Council and which shall be maintained in accordance with the Common Areas Management Plan by the Management Company

"Index" means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation

"Local Connection" means a connection to the parish of Norton St Philip as set out in Fourth Schedule part 4

"Management Company" shall mean the company to be established in accordance with and to fulfil the functions described in Fifth Schedule

"Market Building" means the ground floor of the unit shown coloured purple on Plan 2

"Marketing" means using all reasonable endeavours to complete the freehold sale of or to enter into a lease or tenancy or an agreement for sale lease or tenancy in respect of the Commercial Units or the Market Building or the Shop and shall include placing the Commercial Unit or Market Building or Shop with a reputable agent operating in the area experienced in the sale or letting of similar properties and "Market" shall be construed accordingly.

"Monitoring Fee" means the sum of five hundred pounds (£500) to be paid by the Owner to the Council in accordance with clause 24.2 and to be applied by the Council towards the costs incurred in monitoring compliance with the terms of this Agreement

"Off-site Play Space Contribution" means the sum of twenty four thousand pounds (£24,000) to be paid by the Owner to the Council in accordance with the Third Schedule part 1 and to be applied by the Council towards the provision or improvement of an off-site children's play area in Norton St Philip.

"Open Market Dwelling" means a Dwelling other than an Affordable Housing Unit.

"Open Market Value" means the open market value of all or any of the Affordable Housing Units having regard to all relevant circumstances on the assumptions that:

- (a) the Affordable Housing Units are provided for private open market sale on a private residential estate with vacant possession; and
- (b) that no restrictions relating to Affordable Housing apply thereto.

"Plan 1" means the location plan numbered 1 and annexed hereto.

"Plan 2" means the plan numbered 2 annexed hereto

"Plan 3" means the plan numbered 3 annexed hereto

"Planning Permission" means the permission reference ~~2009/1632~~ ^{2010/0493} to be granted by the Council pursuant to the Application.

"Property" means the freehold land as shown for identification purposes edged in red on Plan 1 and more particularly described in the First Schedule.

"Pumping Station" means the pumping station to be constructed as part of the Development to serve the Development and which shall be maintained by the Management Company under the Common Areas Management Plan but the cost of which will not form part of the calculation of Rentcharge payable by any of the Affordable Housing Units

"Qualifying Resident" means a person who is in housing need (such need being defined in accordance with the application criteria for the Homefinder Somerset Register and the criteria applied by the RSL).

"Rental Units" means the 6 no. Affordable Housing Units being plots numbered 1-6 inclusive on Plan 2 which shall be let by an RSL

"Reasonable Offer" means an offer which reflects the open market freehold value or the open market rental value for the Shop or the Market Building or a Commercial Unit (as the case may be) made by a purchaser or tenant that is able to proceed to enter into an agreement for sale or for lease and which provides a reasonable profit on the development of (as may be) the Shop the Market Building or the Commercial Units

"Relevant Unit" means any of the Units or the Shop or the Market Building or either of the Commercial Units

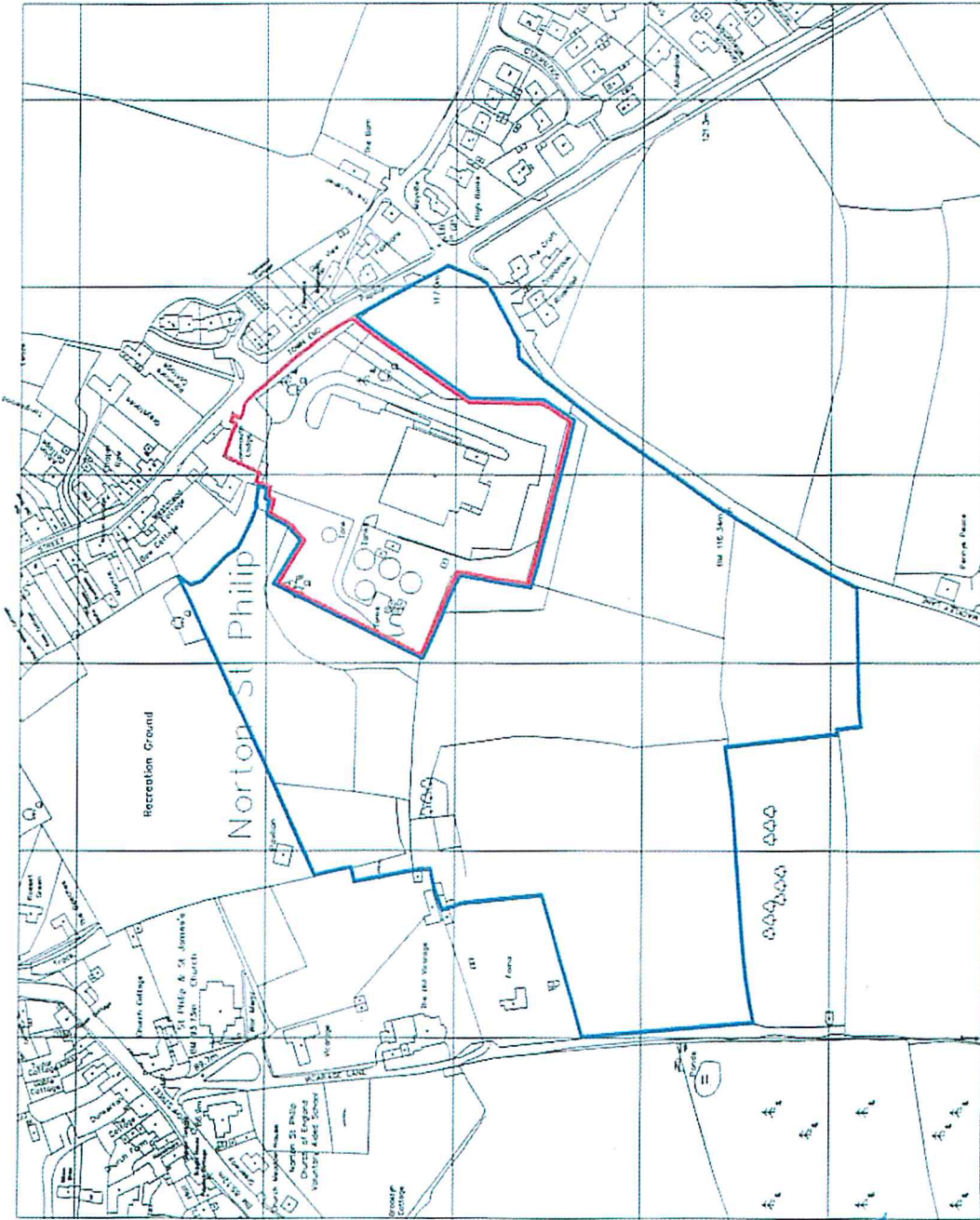
"Rentcharge" means the perpetual yearly variable estate rentcharge imposed on each Unit to cover the total annual costs of complying with the obligations under the Common Areas Management Plan and calculated and payable pro rata by floor area for each individual Unit such rentcharge to include the administrative and management costs of the Management Company once established in consideration of the Management Company covenanting to perform its obligations under the Management Scheme Provided Always that no Affordable Housing Unit shall be liable for payment of any proportion of the cost of the running maintenance repair or renewal of the Pumping Station

Do Not Scale

Notes

PLAN 1

Authorised Officer



REVISIONS

REV DATE BY DESCRIPTION

THE JTS PARTNERSHIP

Chartered Valuation Surveyors & Town Planning Consultants
Number One, The Three Level Building,
The Old Rectory, 100, High Street, Bath,
Somerset BA2 7LY
Email: info@jts.co.uk
Website: www.jts.co.uk

Site: Poultry Processing Facility
High Street/Town End
Norton St Philip
Bath
Somerset
BA2 7LY

Client: Localisat Investments Ltd

Drawing Title: Site Location Plan

Drawn by: MJD

Checked by: RLD

Signed by:

Date: April 2009

Scale: 1:2500

Drawing Number: JTS/6510/01B

	Affordable housing, car parking and garden cottage offered to tenants
	Private housing
	Shop
	Market building, office or ground floor with private residential unit 11 above; Commercial Units 1 & 2

Plan 2

Project	Notion 54 Bridge
Client	LOCHALORT INVESTMENTS LIMITED
Title	Site Plan - Stage Agreement PLANNING

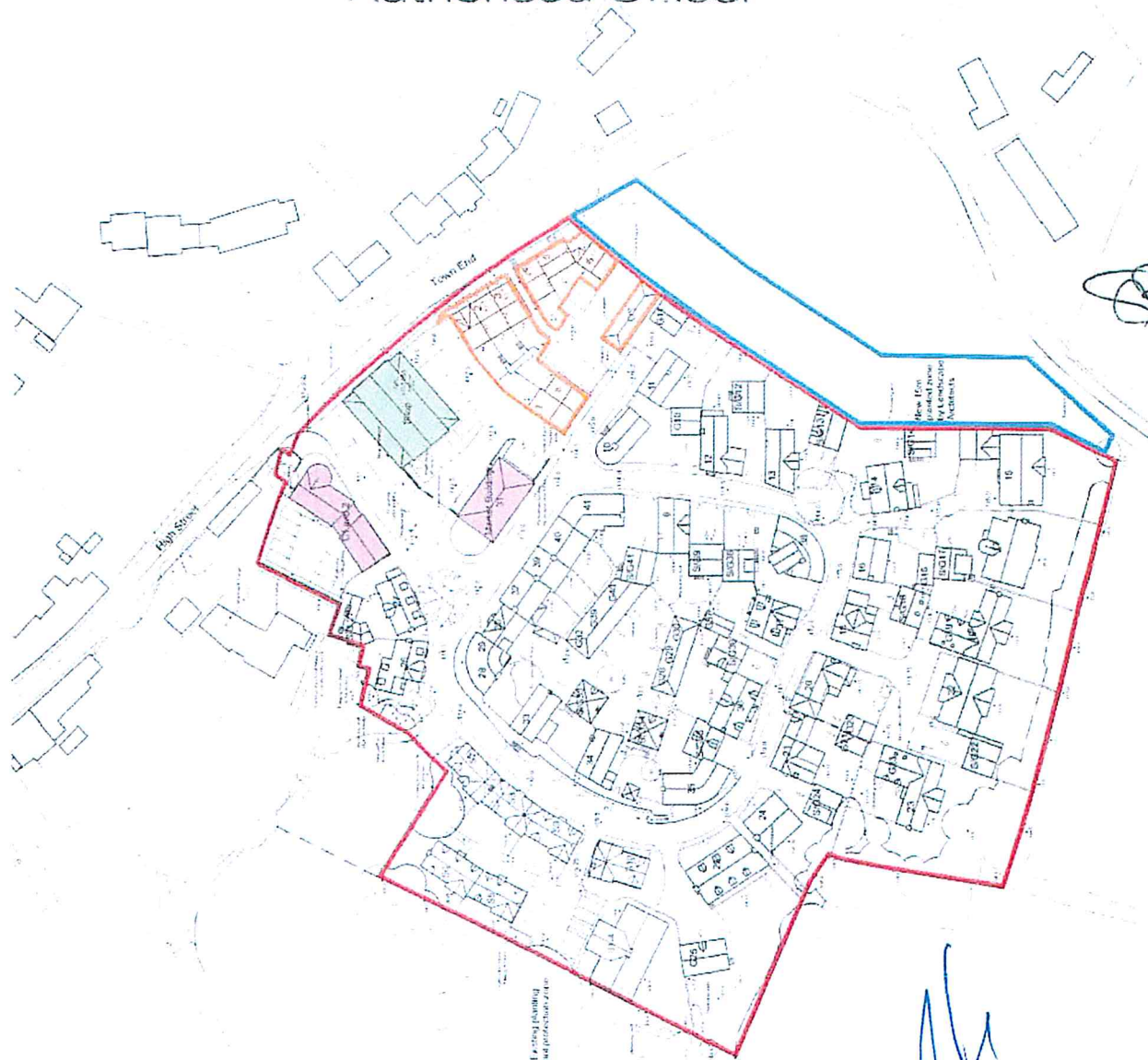
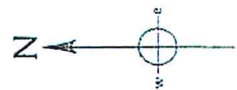
Date	April 2010
Scale	N (S.A.)
Drawing No.	PLAN 2
Records	1010010101

ROBERT ADAM
"ARCHITECTS"

9 UPPER HILL STREET
WINCHESTER HANTS SO23 6UT
TELEPHONE 01962 843618
FAX 01962 843303
E MAIL admin@colchesterandwich.co.uk

$$\begin{aligned} \mathcal{L}(\mathbf{y}|\mathbf{y}^*) &= \mathbb{E}_{\mathbf{y}^*} \left[\log p(\mathbf{y}|\mathbf{y}^*) \right] = \mathbb{E}_{\mathbf{y}^*} \left[\sum_{i=1}^n \log p(y_i|\mathbf{y}^*) \right] \\ &= \sum_{i=1}^n \mathbb{E}_{\mathbf{y}^*} \left[\log p(y_i|\mathbf{y}^*) \right] = \sum_{i=1}^n \mathcal{L}(y_i|\mathbf{y}^*) \end{aligned}$$


Authorised Officer





PLAN 3

9684

JA
Authorised Officer

- Section 106 Agreement Footpath and
Facilities Plan - Plan 3
- Existing Public Footpath
 - Proposed new footpath to connect
with existing public rights of way
 - Proposed Bridleway
 - Proposed Youth Play Facility
 - Proposed Allotments

DR



"RSL" shall mean a Registered Social Landlord registered accordingly under Sections 1 and 56 of the Housing Act 1996 ("the 1996 Act") or any successors in function.

"Services" means pedestrian and vehicular access, foul and surface water sewerage, mains, water, gas, electricity and telecommunication service systems.

"Shared Ownership Units" means the 2 Affordable Housing Units being plots numbered 7 and 8 on Plan 2 which shall be transferred by the Owner to an RSL and thereafter the maximum share to be sold on the initial tranche shall not exceed 50% share of the equity which shall be leased to a person in Housing Need and the remaining equity shall be rented from the RSL at an affordable rental level (in accordance with the Homes and Community Agency's target rent levels published from time to time) and where the purchaser is permitted (if they so wish) to staircase (incrementally) over a time (with a corresponding reduction in rent in proportion to the staircasing)

"Shop" means the retail unit to be constructed as shown coloured green on Plan 1 and to be marketed in accordance with the Sixth Schedule

"Tree Belt" means the area shown edged in blue on Plan 2 which is to be subject to a landscaping scheme to be submitted to the Council and implemented in accordance with condition 27 of the Planning Permission and which shall be maintained in accordance with the Management Scheme by the Management Company

"Unit" means an individual Open Market Dwelling or Affordable Housing Unit and "Units" shall be construed accordingly

"Unlet" means that no transfer lease or tenancy nor any agreement for sale lease or tenancy has been entered into in respect of (as the case may be) the Shop or Market Building or relevant Commercial Unit

Construction of this Deed

- 1.1.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 1.1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.1.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.1.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.1.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.1.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 1.1.7 Any covenant by the Owner to do an act or thing may be deemed to include an obligation to procure that the act or thing is done.

2 STATUTORY POWERS

The conditions covenants obligations restrictions and terms in this Agreement in favour of the Council and the County Council are made as planning obligations with the Council and the County Council in pursuance of Section 106 of the Act Sections 8 and 9 of the Housing Act 1985, Section 2 of the Local Government Act 2000, Sections 111 and 120 of the Local Government Act 1972 (and all other enabling powers) and are intended to bind the Property and every part of it and to be enforceable without limit of time by the Council and the County Council against the Owner and successive owners of the Property and any person deriving title from the Owner.

3 GRANT OF PLANNING PERMISSION

The Council is willing to grant planning permission for the Development subject to the completion of this Agreement and hereby agrees to issue the Planning Permission as soon as practicable after completion.

4 SUBSTANTIVE COVENANTS

- 4.1 The Owner hereby covenants with the Council to comply with the obligations and provisions specified in the Third Fourth and Fifth Schedules hereto.
- 4.2 The Owner hereby covenants with the County Council to comply with the obligations and provisions specified in Part 2 of the Third Schedule
- 4.3 The Council and the County Council hereby covenant with the Owner to comply with their respective obligations and provisions specified in the Eighth Schedule hereto.
- 4.4 The provisions of this Agreement shall take immediate effect on the date hereof save for the obligations contained in Clauses 4.1 4.2 and 4.3 of this Agreement which are conditional upon and shall not become operative until (a) the grant of Planning Permission and (b) Commencement of the Development.

5 THIRD PARTY RIGHTS

It is not intended that any third party shall have the right to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit and nor shall any third party have the right of veto over any future variations of this Agreement but for the avoidance of doubt the exclusion of the application of that Act shall not prevent any future successor in title to any of the parties to this Agreement (or in the case of the Council and the County Council any successor in statutory function) from being able to benefit from or to enforce any of the obligations in this Agreement.

6 EXECUTED AS A DEED

The parties hereto intend this Agreement to take effect as a Deed.

7 JOINT AND SEVERAL COVENANTS

For the avoidance of doubt in the event that ownership of the Property shall after the date hereof be divided then (in the absence of written agreement from the Council and (until payment of the Education Contribution) from the County Council and subject in any event to Clause 10.2) the covenants contained herein shall be joint and several as between the owners except that the covenants in the Fourth Schedule shall only apply to the owners and/or the occupiers of the Affordable Housing Units or the Affordable Housing Land.

8 CONFIRMATION OF INTERESTS

- 8.1 The Owner hereby confirms that apart from the parties hereto there are no other persons with a legal or equitable interest in the Property or any part thereof.
- 8.2 The Owner hereby agrees to hold the Council and the County Council harmless and shall keep it fully indemnified from and/or against any claim for compensation and any other claim

made against the Council and the County Council in connection with the carrying out by the Owner of the Development and any other works associated herewith or otherwise in complying with the obligations contained in this Agreement provided that this indemnity shall be limited to claims made in respect of the works undertaken by the Owner in connection with the carrying out of the Development

9 LOCAL AUTHORITY'S STATUTORY POSITION

Nothing in this Agreement shall limit or prejudice the duties obligations and rights of the Council and the County Council under all statutes orders or regulations in the exercise of its functions as a statutory authority.

10 BREACH OF OBLIGATIONS

10.1 The Owner shall not be liable to the Council for a breach of any obligation contained herein after it has parted with its interest in the Property or part thereof in respect of which such breach occurs nor shall the Owner be liable to the County Council for a breach of any obligation contained herein after it has parted with the whole of its interest in the Property but nothing in this clause shall release the Owner in respect of its liability for any breach or subsisting breach that occurs prior to them parting with such interest.

10.2 The Council and the County Council agree that they will not seek to enforce this Agreement (save (in respect of the Affordable Housing Units) for those obligations binding the relevant Affordable Housing Units contained in the Fourth Schedule) against the owners or occupiers of any Relevant Units once that Relevant Unit has been purchased from the Owner or its successors in title but in such case the Owner or its successor in title (as the case may be) shall not be released from its obligations under this Agreement as provided in Clause 10.1 until such obligations have been fully performed.

11 LEGAL FEES

The Owner shall on or before the date hereof pay to the Council and the County Council their reasonable legal fees in connection with this Agreement and any transactions arising therefrom.

12 AUTHORITY FOR WORKS

The Owner irrevocably authorises the Council and anyone appointed by it for the purpose (and upon giving reasonable notice save in the case of emergencies) to enter upon any part of the Property to carry out any works upon or remove any works from the Property in the event of any failure or breach of any of the covenants or obligations in this Agreement by the Owner and furthermore the Owner shall reimburse the Council all costs reasonably incurred in connection therewith

13 LAND OUTSIDE CONTROL

Nothing in this Agreement shall require the performance by the Owner of any obligation upon land outside its ownership unless such land is made available to it at no cost.

14 PLANNING PERMISSION REVOKED ETC

In the event Planning Permission for Development is quashed or revoked or otherwise withdrawn or ceases to have effect by operation of law prior to Commencement of the Development then this Agreement shall cease to have effect.

15 NO VARIATION

No variation to this Agreement shall be effective unless such variation is in accordance with the provisions of Section 106A and 106B of the Act.

16 WAIVER

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

17 CHANGE IN OWNERSHIP

The Owner agrees with the Council and the County Council to give the Council and (until payment of the Education Contribution) the County Council immediate written notice of any change in ownership of its freehold interest or any part of its freehold interest in the Property occurring before First Occupation of the final Dwelling such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the part of the Property disposed by reference to a plan but provided that details of transfers of Relevant Units shall only be provided on request from the Council and/or the County Council to the Owner in writing.

18 SERVICE OF NOTICES

Any notice or written communication to be served pursuant to this Agreement shall be deemed to have been validly served if delivered by hand or by recorded delivery post (such notice to be addressed to the Owner or to the Group Manager (Governance and Resources) of Mendip District Council or to the Corporate Director of Resources of Somerset County Council (as appropriate) and bearing the reference "S.106 Agreement Townsend Norton St Philip BE/2010/0493") at the relevant address as stated at the beginning of this Agreement or such other address as may from time to time be notified by one party to the other as its address for service for the purposes of this Agreement and any notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or the County Council by a duly authorised signatory.

19 MISCELLANEOUS

19.1 Following the performance and satisfaction of any obligations contained in this Agreement the Council shall immediately procure that a note of their discharge is made on the Register of Local Land Charges in respect of this Agreement.

19.2 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

20 JURISDICTION

This Agreement is governed by and interpreted in accordance with the laws of England and Wales.

21 EFFECT OF INVALIDITY ILLEGALITY OR UNENFORCEABILITY

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

22 LAND CHARGES

This Agreement shall be registered in the Registrar of Local Land Charges pursuant to the provisions of the Local Land Charges Act 1975 and to Section 106 (11) of the Act.

23 VAT

All payments in accordance with the terms of this Agreement shall be exclusive of any VAT payable in respect thereof.

24 INTEREST ON LATE PAYMENTS

If the Owner fails to pay any sum due under the terms of this Agreement when such payment falls to be paid then the Council and/or the County Council (as the case may be) shall have the right to charge interest at the rate of 4% per annum above the base rate of the Bank of England until the payment with interest is received in full and such sum may be recoverable from Owner as a debt

25 DISPUTES

25.1 Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Agreement including any dispute as to value and any question of reasonableness may be referred at the instance of any of the parties (or their respective successors in title) for determination by a single expert whose decision save for manifest error shall be final and binding on the parties PROVIDED THAT nothing in this Clause shall prevent or delay the right of any party to seek the resolution of any matter relating to this Agreement by the courts or in accordance with Section 106(6) of the Act.

25.2 The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

25.2.1 the expert shall have at least 10 years post qualification experience in the subject matter of the dispute;

25.2.2 the expert shall be agreed between the parties or in default of agreement appointed by the President of the Royal Institution of Chartered Surveyors at the request of any party to the dispute;

25.2.3 the persons calling for the determination shall make written submission to the expert and the other parties within 10 working days of his appointment;

25.2.4 the expert shall make directions as to a timetable for presentation of evidence and the other parties shall have 21 working days from receipt of such directions or such extended period as the expert shall allow to respond;

25.2.5 the expert shall disregard any representations made out of time and shall as part of his terms of reference be required to use reasonable endeavours to make his decision within 21 working days of receipt of the representations under sub-paragraph 25.2.4 above or if none within 21 working days of the expiry of the period referred to in sub-paragraph 25.2.4 above;

25.2.6 the expert's decision shall be in writing and give reasons for his decision;

25.2.7 the expert's fees shall be payable as directed by the expert or otherwise in equal shares by the parties to the dispute.

26 COMPLIANCE MONITORING

26.1 The Owner shall if and when required by the Council and/or the County Council as often as is reasonable from time to time provide the Council and/or the County Council (as the case may be) (without charge and within 10 working days of the request) with such information including copies of any documents as the Council and/or the County Council may reasonably request for the purpose of ascertaining whether there has been any breach of the requirements of this Agreement.

26.2 The Owner shall upon the date hereof pay to the Council the Monitoring Fee

27 DELIVERY

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

FIRST SCHEDULE

Description of the Property

Land at Town End Norton St Philip, shown edged Red on the Plan and registered at the Land Registry under title numbers ST176932 and WS44597.

SECOND SCHEDULE

Particulars of the Application (as amended)

Planning Application reference number 2010/0493 for the construction of 51 new dwellings (including affordable and sheltered housing provision) a shop 3 commercial units (B1/A2/A1) with associated access parking and landscaping.


CB JA

THIRD SCHEDULE
Financial Contributions

Part 1

The Owner covenants with the Council as follows:

1. OFF-SITE PLAY SPACE CONTRIBUTION

Prior to First Occupation to pay the Council the Off Site Play Space Contribution increased (but not decreased) by the Index

2. COMMUNITY FACILITIES CONTRIBUTION

Prior to First Occupation to pay to the Council the Community Facilities Contribution increased (but not decreased) by the Index

Part 2

The Owner covenants with the Council and the County Council as follows:

1. EDUCATION CONTRIBUTION

1.1 Prior to First Occupation of any of the Dwellings to pay to the County Council the whole of the Education Contribution increased (but not decreased) by the same proportion as any change in the Education Index between the date on which this Agreement is entered into and the date on which the Education Contribution is paid to the County Council

1.2 Not to permit cause suffer or allow the First Occupation of any of the Dwellings unless and until the whole of the Education Contribution increased (but not decreased) by the Education Index as provided in Paragraph 1.1 above has been paid by the Owner to the County Council

FOURTH SCHEDULE
Provision of Affordable Housing

Part 1

The Owner covenants with the Council as follows:

- 1 To construct the Affordable Housing Units
- 2 Not to use the Affordable Housing Land for any other purpose other than the agreed Affordable Housing provision and any necessary ancillary purposes.
- 3 To provide the Services to each of the Affordable Housing Units.
- 4 Not to permit or suffer First Occupation of more than nineteen (19) Open Market Dwellings unless and until the Affordable Housing Land has been transferred to a RSL and the Affordable Housing Units have been completed (to be notified in writing to the Council)
- 5 To transfer the Affordable Housing Units to the RSL at a transfer price to be agreed between the Owner and the RSL
- 6 To procure that the Affordable Housing Units will be completed and available for occupation prior to First Occupation of the 20th Open Market Dwelling and for the avoidance of doubt completion of the Affordable Housing Units shall not be achieved unless and until all the Services are connected and operating and the Affordable Housing Units are accessible by both vehicles and pedestrians and are ready for occupation.
- 7 To comply with the provisions of Part 3 of this Schedule in respect of any transfer of land made pursuant to this Agreement.
- 8 The restrictions on the Affordable Housing Units imposed in this Agreement shall not apply to any mortgagee or chargee of a RSL in possession exercising its power of sale or a receiver appointed by such mortgagee or chargee in possession over all or any of the Affordable Housing Units to the intent that any such mortgagee chargee or receiver may dispose of its freehold or head long leasehold interest in the Affordable Housing Units subject to any subsisting leases or underleases but otherwise not in compliance with this Part 1.

PROVIDED THAT

- 9
 - 9.1 the mortgagee chargee or receiver notifies in writing the Group Manager (Governance and Resources) of the Council that it is seeking a purchaser of its freehold interest or head long leasehold interest in the Affordable Housing Units; and
 - 9.2 the mortgagee chargee or receiver thereafter uses reasonable endeavours to sell and transfer its freehold interest in the Affordable Housing Units to a RSL subject to the terms of this Agreement (including the terms of this Paragraph 10) at a price equal to its Open Market Value; and
 - 9.3 at least three (3) months have elapsed since the Group Manager (Governance and Resources) of the Council received the written notice referred to in Paragraph 9.1 above was received by the Council and a contract for the sale or transfer of the legal interest in the Affordable Housing Units has not been exchanged with a RSL despite the mortgagee's or receiver's reasonable endeavours.

Part 2

Design and Construction of the Affordable Housing

The Owner covenants with the Council as follows:

- 1 That the Affordable Housing Units shall comply with the Code for Sustainable Homes Level 3 as a minimum
- 2 At its own expense to apply for and secure all necessary consents and approvals (including building regulations and planning permissions) in respect of the detailed designs.
- 3 Subject to having obtained all requisite consents and approvals under Paragraphs 1 and 2 above to build and complete the construction of the Affordable Housing Units and all associated works (including all Services) in accordance with the approved plans and to the reasonable satisfaction of the Council.

Part 3

Terms and Conditions for the transfer of the Affordable Housing Land

1 PRICE

The price to be payable on completion shall be the price agreed between the Owner and the RSL for the Affordable Housing Units

2 TITLE

The Owner shall transfer the Affordable Housing Land subject to the matters contained on the register of title number ST176932 at the date of this Agreement but free from any financial or other charge.

3 COVENANT OF TITLE

The Owner shall convey with full title guarantee.

4 MATTERS SUBJECT TO WHICH AFFORDABLE HOUSING LAND IS SOLD

The Affordable Housing Land shall be sold subject to:

- 4.1 all matters registered as local land charges;
- 4.2 all notices orders proposals or requirements affecting or relating to the Affordable Housing Land given or made by any government statutory undertaking or other public or local authority of which notice is given;
- 4.3 all rights easements quasi - easements and privileges in the nature of light and air;
- 4.4 drainage way and passage and other like rights to be used or enjoyed over the Affordable Housing Land.

5 RIGHTS TO BE GRANTED

The transfer of the Affordable Housing Units shall contain provisions granting all necessary rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Land by the RSL (and its successors to each and every part thereof) over relevant parts of the Property (including over all relevant roads and paths on or to be constructed on the Property) together with rights to make full use of any and all relevant services (subject to capacity) now and or to be laid in the Property PROVIDED THAT:

- 5.1 in exercising such rights the RSL shall take all reasonable steps to avoid causing any damage and shall make good in a prompt and efficient manner any that may be caused to the reasonable satisfaction of the Owner;
- 5.2 the rights granted in this paragraph shall cease and determine upon the adoption of the services or roads; and
- 5.3 the Owner (and its successors in title) may alter the position of the roads and services within the Property provided that the exercise of the rights shall not be materially prejudiced by such alterations.

6 BOUNDARIES

The precise boundaries of the Affordable Housing Units to be conveyed shall be as shown on Plan 2 unless otherwise agreed with the Council (such consent not to be unreasonably withheld).

7 COVENANTS BY THE RSL

The RSL shall in the transfer of the Affordable Housing Land covenant with the Developer as follows:

- 7.1 To occupy and manage the Affordable Housing in accordance with the objects of the RSL.
- 7.2 That the Rental Units shall only be occupied by tenants at an affordable rental level (in accordance with the Tenant Services Authority's target rent levels published from time to time) as socially rented properties.
- 7.3 Upon taking ownership and possession of the Rental Units and at all times subsequently to allocate each Affordable Housing Unit to a Qualifying Resident and the RSL shall advertise the vacant Affordable Housing Unit(s) through the Somerset Homefinder Choice Based Lettings Scheme (or equivalent replacement scheme) and thereafter allocate any such Rental Units to Qualifying Residents who express an interest in occupying any of the Rental Units through bidding on the Council's 'Choice Based Letting' scheme SUBJECT TO the RSL having first agreed in writing with the Council the appropriate labelling for any advertised Affordable Housing Unit.
- 7.4 Upon taking ownership and possession of the Rental Units and at all times subsequently, to allocate 4 of the Rental Units to a Qualifying Resident who also satisfies the Local Connection criteria set out in part 4 of this Fourth Schedule.

PROVIDED ALWAYS that the foregoing shall cease to apply to any of the Affordable Housing Units where the RSL shall be required to dispose of any part pursuant to a right to buy claim under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or shall be required to sell to a tenant with the benefit of voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 (or any similar provision in any subsequent legislation)

Part 4

Local Connection Criteria

1. The RSL shall upon the transfer to it of the Rental Units and at all times subsequently allocate 4 of the said Units in accordance with the following criteria:-
 - (i) to a person or persons who have immediately prior to such allocation been ordinarily resident within the Parish of Norton St Philip in the County of Somerset or
 - (ii) to a person or persons who have a strong local connection with the said Parish of Norton St Philip AND in seeking to allocate any such Rental Unit under this subparagraph (ii) the RSL shall (but without limiting its wider discretion in this regard) consider:-

- (a) family associations of such person or persons in the said Parish of Norton St Philip
 - (b) any periods of ordinary residence (being a continuous period of not less than six consecutive months) of such person or persons in the said Parish of Norton St Philip not immediately before the date upon which any such Rental Unit becomes vacant and/or
 - (c) whether such person or persons has or have permanent employment in the said Parish of Norton St Philip
- 2 If the RSL is unable to allocate any of such Rental Units in the manner referred to in paragraph 1 above then the RSL shall allocate any such Rental Unit by applying the procedures contained in paragraph 1 hereof but in lieu of the reference therein to the Parish of Norton St Philip there shall be substituted reference to any one of the following list of associated parishes:-
- Hemington
 - Lullington
 - Tellisford
- 3 If the RSL is unable to allocate any of the said Units in the manner referred to in paragraph 2 above then the RSL shall allocate any such Units by applying the procedures contained in paragraph 1 hereof but in lieu of the reference therein to associated parishes there shall be substituted reference to the administrative District of Mendip

FIFTH SCHEDULE

Management Company

- 1 Not to complete the disposal of or allow First Occupation or use of any Unit until a company (hereinafter called "the Management Company") has first been established in accordance with and to fulfil the functions described in the succeeding paragraphs of this Schedule
- 2 The principal objects of the Management Company shall include the provision of maintenance in perpetuity of the landscaping the Tree Belt the Footpaths the Pumping Station and the Drainage Basin and any carriageways and footways or non-adopted open space and any non-adopted common infrastructure situated on the Property in accordance with the Common Areas Management Plan.
- 3 Prior to First Occupation of any of the Units the Owners and/or the Management Company shall submit to and obtain the approval of the Council in writing (such approval not to be unreasonably withheld or delayed) to the Common Areas Management Plan
- 4 Following approval of the Common Areas Management Plan by the Council at all times after the First Occupation of any of the Units the Owners shall procure that the Management Company shall implement and thereafter at all times maintain at its own expense the Common Areas Management Plan to the reasonable satisfaction of the Council.
- 5 Not to complete the disposal of or allow the First Occupation (other than by way of lease or tenancy for less than seven years) of any Unit until there has been created the Rentcharge in favour of the Owner in respect of that Unit
- 6 The Management Company shall be limited by guarantee and shall be open to membership only by the Owner and the transferees or lessees of Units
- 7 The first Directors of the Management Company shall be representatives of the Owner (here meaning Lochailort Investments Limited or its successor as developer of the Property who will be required to hold office until the completion of the disposal of all of the Units
- 8 Until completion of the disposal of all of the Units the Owner (here meaning Lochailort Investments Ltd or such successor as developer of the Property shall at its own expense maintain the landscaping Tree Belt Footpaths Pumping Station and Drainage Basin carriageways footways (until maintainable at public expense) and any other non adopted open space or non adopted common infrastructure on the Property in accordance with the Common Areas Management Plan and to the reasonable satisfaction of the Council PROVIDED ALWAYS that the costs of so doing shall be borne by the Owner who shall be at liberty to recover a proportion of those costs through the Units liable to pay the Rentcharge
- 9 Upon completion of the disposal of the Units the Members of the Management Company shall nominate 2 or more persons to become Directors of the Management Company
- 10 The Owner shall grant to the Management Company sufficient rights over its land to enable it to fully comply with its obligations under this Schedule
- 11 As and when each of the Units is sold or leased for a term exceeding 7 years the Owner will require that each of the purchasers or lessees becomes a member of the Management Company.
- 12 The Owner shall include in the transfer or lease of each Unit a covenant on the part of the purchaser or lessee
- 12.1 to become a Member of the Management Company and to be bound by the Memorandum and Articles of Association of the Management Company and abide by any regulations made by it.

- 12.2 to procure that upon any future conveyance transfer or assignment of any Unit the relevant purchaser or assignee shall become a member of the Management Company
- 13 The Owner shall ensure that on the date of incorporation of the Management Company (or as soon as reasonably practicable thereafter) the Management Company shall enter into direct covenants with the Council to observe and perform the requirements of this Fifth Schedule
- 14 The Management Company shall report to the Council at the end of each financial year with a copy of its accounts and a report of its actions taken to comply with the Common Areas Management Plan for the current year and proposed activity for the following year and shall take into account any recommendations made by the Council in respect thereof

SIXTH SCHEDULE

Commercial Units and Shop

- 1 The Commercial Units the Market Building and the Shop shall be provided in accordance with the Planning Permission and shall be practically completed (but excluding internal fitting out) before the First Occupation of 25 Dwellings.
- 2 The Shop shall be used for purposes within Use Class A1 of the Town & Country Planning (Use Classes) Order 1987 as amended subject to the provisions of paragraph 8 below.
- 3 The Commercial Units shall be used for purposes within Use Class A2 and or B1 of the Town & Country Planning (Use Classes) Order 1987 as amended subject to the provisions of paragraph 8 below.
- 4 The Market Building shall be used for purposes within Use Classes A1 and/or A2 and /or B1 of the Town and Country Use Classes) Order 1987 as amended subject to the provisions of paragraph 8 below
- 5 The Owner shall commence Marketing the Shop the Market Building and the Commercial Units on the Commencement of the Development and continuously Market the same for a period of 18 months from Commencement of the Development or until the completion of the 40th Open Market Dwelling whichever is the later or (if earlier) until such time as a Reasonable Offer is accepted
- 6 The Owner shall use reasonable endeavours to negotiate the terms of any Reasonable Offer and thereafter to complete the relevant transaction.
- 7 If after a further period of three months following the acceptance of the Reasonable Offer the Commercial Unit or Market Building or Shop remains Unlet the Owner shall recommence the Marketing for a further period of six months but in any event not more than six months from the date specified in Paragraph 5 ("the Further Marketing") SAVE THAT in the event the Council are satisfied as to the progress being made towards completing the letting of the Commercial Unit or Market Building or Shop they may confirm in writing that the Further Marketing is not required PROVIDED ALWAYS that the Council is at liberty to withdraw such expression of satisfaction at any time at which point the Owner shall commence the Further Marketing
- 8 If any of the Commercial Units or Market Building or Shop is Unlet at the end of the period referred to in either paragraph 5 or paragraph 7 then the Owner may apply to the Council to be released from the obligations in this Sixth Schedule and upon the Council being satisfied that the provisions of this Schedule have been satisfied it shall confirm in writing that the Owner is released from the obligations in this Schedule to the intent that subject to obtaining planning permission and all other necessary consents the Commercial Units and/or the Market Building and/or the Shop may be used for alternative uses
- 9 The Owner shall produce to the Council (within 28 days of written demand) full details of the Marketing that has been undertaken and all offers that have been made for the Commercial Units or the Market Building or the Shop.

SEVENTH SCHEDULE

Footpaths

Part 1 Specification:

The paths will be constructed to the following specification unless otherwise agreed in writing with the Council:-

1. 2.5 metres wide to allow two pushchairs to pass while remaining on the footpath
2. a sealed surface to a standard where the route could be adopted as, and maintained as an urban footway by County Area Highways office (albeit in this case future maintenance of the paths will be the responsibility the Owner/Management Company
3. Construction will comprise 150mm deep sub base <75mm or similar, topped with 75mm deep compacted type 1. blinded with fines (10mm to dust) (geotextile membrane if required) (This may need to be adjusted to suit specific ground conditions).
4. Generally a crossfall between 1:30 0 1:50 will be required (dependent on location)

Part 2 Covenants

The Owner covenants with the Council as follows;

1. Prior to the First Occupation of any Unit to lay out and complete the construction of the Footpaths in accordance with the Specification above (unless otherwise agreed in writing by the Council) and to the Council's reasonable satisfaction
2. From the date of completion of the construction of the Footpaths in accordance with 1 above to make the Footpaths available for use by the public at all times on foot only and to use reasonable endeavours to prevent any obstructions.
3. To maintain the Footpaths to the Council's satisfaction until maintenance responsibility passes to the Management Company
4. To procure that the future maintenance of the Footpaths is undertaken by the Management Company as a part of the Common Areas Management Plan

EIGHTH SCHEDULE

Councils' Covenants

1 USE OF CONTRIBUTIONS

- 1.1 The Council and the County Council hereby covenant with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner the Council and the County Council (where appropriate) shall agree in writing PROVIDED THAT nothing in this Agreement shall prevent the Council or the County Council from passing such sum(s) to a third party to spend on its behalf provided that such contribution or sum may only be applied by the third party for the purpose for which it was paid to the Council or the County Council and the Council or the County Council shall procure that the third party complies with the relevant terms of this Agreement in relation to such sum or contribution
- 1.2 In the event of any of the sums required under this Agreement not being expended or contractually committed to be expended within a period of ten years starting on the date of receipt by the Council or the County Council (as the case may be) of the relevant sum or the Commencement of the Development whichever is the later then the Council or the County Council (as the case may be) shall within 28 days of receiving a written request to do so repay the unexpended part of the sum or the part of the sum which has not been contractually committed to the person from whom it was received along with any interest which has accrued thereon following the expiry of the said ten year period

2 DISCHARGE OF OBLIGATIONS

At the written request of the Owner the Council or the County Council (as the case may be) shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first before written

THE COMMON SEAL of
Mendip District Council
was hereunto affixed in the presence
of:-



9685

THE COMMON SEAL of
Somerset County Council
was hereunto affixed in the presence
of:-



Number in Register 21777

Authorised Officer

Signed as a Deed by
Lochailort Investments Limited
acting by

Director

Director

PRELIMINARY INFORMATION SHEET

1 Development in Outline

Fortescue Fields is a new purpose-built development situated in the highly sought after location of Norton St Philip near Bath. The site benefits from planning consent to construct 51 residential dwellings, a shop, three commercial units and associated accesses, parking and landscaping.

Bloor Homes Limited (the "Seller") is carrying out all of the development works on the site and owns 32 of the residential units together with appropriate accesses and landscaped areas (the "Development") and all of these units are available for private sale.

Of the 32 units, 29 comprise houses and are to be sold freehold. There is a flat over an accessway ("FOG") (plot 30), and 2 duplex maisonettes with separate and private gardens (plots 28 and 29). Plots 28-30 will be sold subject to 999 year leases. All of the Seller's residential units are discussed in this information sheet and are to be known collectively as the ("Plots").

Each of the Plots is registered with the benefit of an LABC New Home Warranty.

The Seller has incorporated Fortescue Fields Management Company Limited (company number 08105848), limited by guarantee, which will assume responsibility for the management and maintenance of communal areas, facilities and features within the Development for the benefit of all dwellings on the Development, to the extent that they are not adopted by statutory undertakers or authorities or utility providers or fall within Plot boundaries. A copy of the certificate of incorporation and the company's articles of association are included on the Portal.

All of the Plots are obligated to pay service charge in relation to the management of the wider estate. Those plots accessible over a private driveway to be maintained by the management company will also pay a driveway charge. In addition, Plots 28-31 are obligated to pay additional service charge in relation to the management of these leasehold units. Please see the section 15 below in this information sheet which details the service charge.

Those residential, commercial and retail units situated on the Fortescue Fields estate, but do not form part of the Development (i.e. the land owned by the Seller), is currently owned by Lochailort Investments Limited ("Lochailort") (the "Lochailort Land")

2 Reservation

A fee will have been paid to the Seller by the Buyer to reserve the plot for a specified period. On exchange of contracts, this fee will be credited as part of the Buyer's deposit. In the event of cancellation before the exchange deadline, this reservation fee is refundable less the cost of any searches that have been put in hand in respect of the plot by the Seller's solicitors.

3 Deposit on Exchange

A deposit of 10% of the sale price is due on exchange of contracts unless otherwise previously agreed with the Seller or the Seller's Solicitors in writing. The reservation fee will be used in part payment.

4 Postal Address

The postal address for the plot is 2 Fortescue Street, Norton, St Phillip BA2 7PE. We refer you to the schedule of postal addresses on the Portal.

5 Contract and Plot Documentation

The enclosed Contract is an engrossment for signature by the Buyer(s) and has a specimen Lease attached. The Contract depends on the interpretation on the annexed Lease and together form the complete Contract. The documents are in a standard form for all of the Plots (other than deviations in relation to some of the Plots being sold leasehold rather than freehold).

6 Insurance

In relation to the freehold Plots (i.e. Plots 9-27 and 32-41), the Buyer will be responsible for building insurance in relation to its own Plot.

In relation to Plots 28-30, the Seller will ensure these leasehold units, and a copy of the appropriate building insurance policy is provided on the Portal. The cost of this is covered by the additional element of service charge payable by the owners of these Plots.

7 Title

7.1 This following section may provide a useful summary of the Seller's title to the Development. However, please only use it for guidance as you must rely upon your own title investigations when reporting to the Buyer(s).

7.2 The whole of the Development (i.e. the land owned by the Seller) is registered under freehold title number WS60032.

(a) Property Register

Entry 1 - the extent of the land forming the Development is shown edged red on the title plan.

Entry 2 - part of the Development benefits from a deed of grant dated 23 April 1970 which established that land forming the Development could run effluent through drains situated on neighbouring land together with associated rights of access for maintenance purposes. In the course of construction the Seller has not been able to identify the location of such pipe works (if they are still in place) and the rights granted pursuant to this deed have not been relied upon in the course of the construction of the whole estate.

Entry 3 - the part of the land forming the Development benefits from rights granted by a deed dated 31 December 1973 which enabled land forming the Development to drain effluent through a sewer through neighbouring land. The Seller has not relied upon this right and it does not affect drainage for the Development. Please note that we do not have any further copies of the plans annexed to the deed.

Entry 4 - the Seller bought the land forming the Development by way of a transfer from Lochailort dated 30 September 2011 and a copy of this transfer is available via the Portal. Please note the following key provisions:

- The Seller and Lochailort entered into a purchase and building contract dated 12 July 2011 which relates to ongoing obligations on the part of the Seller in relation to construction works on the Lochailort Land together with associated matters. A copy of this document has not been provided on the portal.
- 14.1 - the Seller has the benefit of rights over the Lochailort Land for the purpose of complying with its obligations under that building contract.

- 14.2 - the management company has rights over the Lochailort Land to comply with its obligations in accordance with the Section 106 Agreement for the whole development site (discussed below).
- Please note that the right granted at 14.3 is now superfluous as accessways are to be subject to a Section 38 Agreement and therefore Plots 11 and 14 do no longer require right of way over Access Land (as defined).
- 16.2 and 16.3 - the Seller provided Lochailort with a covenant that it would not dispose of any part of the land forming the Development without entering into a deed of covenant establishing that it will comply with its development obligations under the 12 July 2011 contract. Please note, however, that the sales of the Plots constitute Excluded Dispositions (as defined) and therefore this does not affect the Plots.

Entry 5 - Standard and technical.

(b) Proprietorship Register

Entry 1 - The Seller is the freehold registered proprietor registered with freehold title absolute.

Entry 2 - Standard and technical.

Entry 3 - There is a restriction on the title which establishes that no land can be disposed of unless a certificate is provided which establishes that clause 16.4 of 30 September 2011 transfer has been complied with. As solicitors acting on behalf of the Seller, Wragge & Co LLP will be entitled to provide the appropriate certificate which establishes that this restriction does not apply to the disposition of any of the Plots as they constitute Excluded Dispositions.

Entry 4 - Lochailort benefits from a charge dated 30 September 2011 which is to protect overage sums which may be payable pursuant to the contract between Lochailort and Bloor dated 12 July 2011. This is also protected by way of a restriction on the title. The land affected by the restriction and the charge is only the land shown shaded blue on the title plan, which affects Plots 10-25 only. The appropriate DS3 in respect of the Plot will be provided to the Buyer as soon as it has been provided by Lochailort.

(c) Charges Register

Entries 1 and 2 - A registered charge in favour of Lochailort. Please see entry 4 of the Proprietorship Register above.

Entries 3 and 4 - a unilateral notice which relates to the intended sale of 8 affordable housing on the estate. The Plots are not affected by the unilateral notice.

7.3 Title Policy

Please note that part of the visibility splay for the access to the Development does not fall within the Seller's title, and therefore the Seller has obtained a defective title indemnity insurance policy in relation to this title defect, a copy of which is on the portal.

7.4 Plot Plans

The Land Registry has granted estate layout approval in respect of the site dated 31 July 2012 and a copy of that approval is available on the portal. Please note that estate layout approval has not yet been sought in respect of plots 28, 29 and 30. As soon as the

- 14.2 - the management company has rights over the Lochailort Land to comply with its obligations in accordance with the Section 106 Agreement for the whole development site (discussed below).
- Please note that the right granted at 14.3 is now superfluous as accessways are to be subject to a Section 38 Agreement and therefore Plots 11 and 14 do no longer require right of way over Access Land (as defined).
- 16.2 and 16.3 - the Seller provided Lochailort with a covenant that it would not dispose of any part of the land forming the Development without entering into a deed of covenant establishing that it will comply with its development obligations under the 12 July 2011 contract. Please note, however, that the sales of the Plots constitute Excluded Dispositions (as defined) and therefore this does not affect the Plots.

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7.4 Plot Plans

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appropriate plans are received from the Seller, estate layout approval in respect of these plots will be applied for.

8 Roads and Sewers

8.1 Roads

Access to the Development is via High Street, an existing adopted highway. A copy of the highways search result is available on the portal.

It is intended that the majority of estate roads within the Development will be adopted and a copy of the proposed Section 38 Agreement layout plan has been provided on the Portal. A separate Section 278 Agreement in relation to the entrance to the site will also be entered into.

As discussed above at paragraph 7.3, that part of the visibility splay for the entrance to the site falls outside of the Seller's registered title.

The areas shown shaded blue on the estate layout plan (a copy of which is on the Portal) are to remain private and shall form communal land to be maintained by the management company, the costs of which are to be covered by a service charge (discussed below).

8.2 Sewers

There is an existing public sewer situated in Vicarage Lane (to the west of the Development). Lochailort have successfully obtained a requisition from Wessex Water which connects the public sewer to the Development. It is the intention that the foul sewers on the Development will be adopted subject to a Section 104 Agreement which will be entered into between Wessex Water, Lochailort and the Seller.

With regard to surface water sewers, surface water is to drain from the Development into ponds situated on the landscaped areas forming part of the Development. This water will flow through pipework situated beneath the driveway and rear garden of Plot 25 into these ponds situated to the south of that plot. The surface water sewers are to be maintained by the management company.

9 Trees

A Tree Preservation Order dated 22 January 1988 affects various trees around the former factory building situated on the Lochailort Land and the Development. The Seller advises that any tree removal work has been undertaken with the consent of the local planning authority.

10 Planning Documentation

10.1 Planning Permission - A planning permission dated 20 February 2011 (reference number: 2010/0493).

The Mendip District Council authorised the construction of 51 dwellings, a shop, three commercial units and associated access, parking and landscaping.

The Seller has provided details of discharge of planning conditions, to date, which are disclosed on the Portal. Please note that the Seller has permission to disregard planning condition 16 (relating to solar panels) so that there are no solar panel on any of the Plots. All the plots are subject to the Code for Sustainable Homes and therefore a certificate will be required for each Plot and will be issued prior to completion.

10.2 Planning Permission - A planning permission dated 20 February 2011 (reference number: 2010/0494)

This is a supplemental planning permission which relates to surface water drainage and associated landscaping.

The Seller has provided details of the appropriate planning conditions which are obtainable from the Portal.

10.3 Section 106 Agreement dated 24 February 2011

Please note the financial contributions which are set out in the third schedule which are as follows:

- Off site play space contribution of £24,000
- Community facilities contribution of £30,000
- Education contribution of £73,542

There are details in relation to how the management company for the whole estate needs to be incorporated and managed thereafter which are set out in the fifth schedule of the Section 106 Agreement. The Seller can confirm that the management company has been set up in accordance with this schedule in respect of the residential units situated on the Development only.

[Details in relation to the Common Areas Management Plan]

[Confirmation that the Deed of Covenant has been provided by the management company to the Council in respect of the Development as per paragraph 13 of the fifth schedule]

10.4 Unilateral Undertaking dated 22 March 2011

In the schedule to this undertaking you will note that there is an obligation to enter into a Section 278 Agreement in relation to highway works and that a bridleway is to be constructed on the site.

[Details to be provided by the Seller]

10.5 Conservation Area Consent

Available via the Portal is a copy of the Conservation Area Consent in relation to the Development.

11 Building Regulations/LABC New Home Warranty

11.1 Mendip District Council is responsible for ensuring compliance with building regulations. A copy of the final certificate issued by LABC in respect of the plot shall be provided, together with a copy of the initial notice for the Development.

11.2 Each of the Plots has been constructed with the benefit of an LABC New Home Warranty.

12 Completion

12.1 Completion will take place in accordance with the provisions of clause 3 of the Contract which provides for a fixed completion date.

12.2 If completing by post, the whole of the balance monies due on completion must be sent by telegraphic transfer to the following account:

Bank:	Lloyds TSB Bank PLC, Colmore Row, Birmingham
Account Number:	0660947
Sort Code:	30-00-03
Account Name:	Wragge & Co LLP Client Account
Reference:	Plot 28, Fortescue Fields, Norton St Philip/James Findon

- 12.3 Please notify the Seller's solicitors as soon as instructions have been given to transfer the money. Keys will not be released nor will completion be deemed to have been effected until such time as the money is received in the Seller's solicitors' account.

13 Chancel Repair Liability

A copy of a clear Chancel repair search result is contained on the portal.

14 Services and Facilities

- 14.1 Gas, electricity, water and drainage services are connected to all of the Plots.

15 Estate Fees and Management Company

15.1 Management Company

As discussed in the first section of this information sheet, the management company will be responsible for maintaining the communal areas on the Development. The management company has been incorporated in accordance with the obligations set out in Schedule 5 of the Section 106 Agreement affecting the Development.

The management company is limited by guarantee. Following the completion of the last plot sale on the Development, the directorship of the management company shall be transferred to one or more residents on the Development (as shall be every Buyer's obligations as per their lease/transfer).

Once all plot leases for Plots 28, 29 and 30 have been granted, the Seller shall grant a freehold reversion transfer of these units to the owners of those plots to hold jointly.

Once that transfer has taken place, all plot transfers have completed, all planning conditions (which relate to the Development with the exclusion of the Lochailort Land) have been satisfied and all required road and service adoptions have taken place, then the Seller shall dispose of the remainder of the Development (i.e. the areas managed by the management company) to the management company for £1. This has been reflected in the plot sale documentation.

15.2 Estate Charges

The management company will manage communal areas for all of the wider estate, including areas situated on the land retained by Lochailort, but shares in the management company will only be issued to owners of the Plots and the 8 affordable housing units which are numbered Plots 1-8 on the estate plan. Only these Plots will contribute towards service charge, although the affordable housing plots are subject to a service charge cap of £100 per Plot per annum which is increasable only on an RPI basis.

A copy of the current service charge budget for the estate is provided on the Portal.

Please note that all of the Plots and affordable units will be contributing towards a wider estate charge which relates to the maintenance of landscaped areas and the private surface water sewers situated on the Development. It also deals with insurance for these areas, administrative fees and health and safety matters.

Those plots which are accessible (or their garage is accessible) via a private driveway or parking court will also pay a courtyard service charge which relates to the maintenance and the insurance of these areas. This affects plots 15, 16, 17, 19, 22, 23, 24, 25, 28, 29, 30, 32, 33 and 34.

Plots 28, 29 and 30 (i.e. the two maisonettes and the FOG) will also pay an apartment charge which relates to the maintenance, insurance and administration costs of those units.

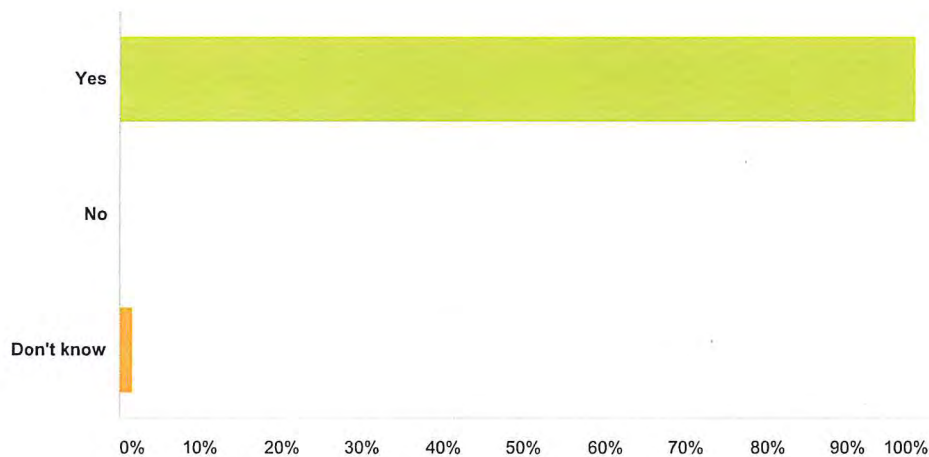
Wragge & Co LLP, 55 Colmore Row, Birmingham B3 2AS

Solicitors for Bloor Homes Limited

Dated: 22 August 2012

Q3 Would you be in favour of Fortescue Fields South and its ponds being designated as Local Green Space?

Answered: 174 Skipped: 2



Answer Choices	Responses	
Yes	98.28%	171
No	0.00%	0
Don't know	1.72%	3
Total		174

**Q4 Please let us know whether you think there is anything that we might need to consider in preparing our submission.
Thank you**

Answered: 41 Skipped: 135

#	Responses	Date
1	We understand the need for more houses but understand more the importance to have these green spaces, they are essential for us, our children and our village.	11/29/2015 8:04 PM
2	Current over-development of the village	11/29/2015 5:56 PM
3	The areas nominated provide open space between the village and farmland. All for locals and visitors to use and benefit from.	11/29/2015 4:54 PM
4	Building on any of the sites will increase the likelihood of flash flooding at the entrance to Ringwell Lane and beyond.	11/29/2015 12:39 PM
5	I cannot think of anything else at this time.	11/29/2015 9:53 AM
6	Local people need these green places for the children and walking dogs	11/29/2015 7:06 AM
7	The B3110 entering the village, the recently sold field bounded by the new boundary wall should remain as pasture land due to the extensive views towards the village and surrounding countryside.	11/28/2015 8:47 PM
8	I think we have already discussed this George so nothing more to add at this stage.	11/28/2015 2:38 PM
9	NSP now over-full; need for green lung around new developments. Planning Inspector decisively refused development of FFE and FFW. FFS also needs protection. Can't fight greedy developers every few years. These areas need strong protection for all time.	11/28/2015 9:00 AM
10	The current new houses are unsightly and ruin the village skyline. I would not want any more being built.	11/28/2015 8:52 AM
11	Great need to preserve these green spaces for appearance and peaceful wildlife sanctuaries	11/27/2015 6:16 PM
12	The need to preserve the essential rural nature of the land adjacent to and visible from the conservation zone especially the view from the Grade 1 listed internationally renowned George Inn	11/26/2015 9:02 AM
13	This application has real merit, especially Fortescue Fields West, which adjoins Church Mead. It must however be considered alongside other local green space applications across Norton St Philip, as part of a 'one village' approach.	11/26/2015 8:54 AM
14	Good luck!	11/25/2015 9:48 PM
15	Make sure you emphasise the rural setting of Norton St Philip and thus the need to retain open spaces from which to see out to the wider countryside. Also the need to create wildlife corridors through the village. The ponds will provide wetland habitat, previously available from streams in the landscape.	11/25/2015 8:11 PM
16	We consider that there is sufficient housing already in Fortescue Fields. Also as only three of the over 55's housing has been sold in the last six months - one must question whether any further housing is required.	11/25/2015 3:35 PM
17	These pieces of land are of special interest to local residents for their wildlife and countryside amenity they afford us.	11/25/2015 11:03 AM
18	Soon this will not be a village but small town with none of the amenities. Roads cannot cope now, parking is now dangerous on Bell Hill. Some of us are hoping to keep the hedgehogs we have visiting us but this will soon be a thing of the past if all green spaces are built up with large houses and no gardens.	11/25/2015 10:11 AM
19	Designation of these areas as Local Green Space will help to protect the wildlife mitigation that was put in place by the developer for the Fortescue Fields site. This will help to secure this mitigation in the long-term; a commitment made by the developer for offsetting the impacts of the Fortescue Fields site. The ponds in particular and the surrounding rough grassland within the adjacent fields already provides important habitat for amphibians, reptiles, bats and barn owl; all seen using these habitats.	11/25/2015 8:08 AM
20	far far too many new houses in this lovely village, it will soon be a small town ???	11/25/2015 6:55 AM

Fortescue Fields- Local Green Space

SurveyMonkey

21	The spaces referred to in the survey are valuable to the community in supporting the integrity of a rural village. Norton St. Philip needs these spaces to be maintained as green fields/spaces in the light of recent housing development and to act as a buffer for Fortescue Fields and the village itself. These fields have historically been pastoral/agricultural fields and should remain so. They also ensure the medieval and historic buildings in the village remain unspoiled by encroaching modern development and the view to and from these ancient buildings remains conserved.	11/25/2015 4:29 AM
22	All agreed details of Local Plan - NSP has already surpassed its quota of new housing.	11/23/2015 10:47 PM
23	I cannot think of anything	11/23/2015 8:33 PM
24	We are a small local community and by my understanding we have already fulfilled our housing commitment	11/23/2015 7:10 PM
25	None of these sites was built on before when the chicken factory existed. They are not brownfield land	11/23/2015 5:22 PM
26	The owners of the land should be consulted, that may be the remit of the Parish Council, however in my own case there was no consultation by the PC.	11/23/2015 3:57 PM
27	Evidence of use by the public. Evidence of special nature of these areas, eg, proximity to church, etc.	11/23/2015 2:34 PM
28	NSP has had enough houses built in the last 3/4 years and we cannot incorporate all the newcomers as it is without more families, people moving into the area. We are a historic village NOT at new town.	11/23/2015 2:23 PM
29	This proposal, although submitted by residents living adjacent to these sites, has the support of the majority of the wider community.	11/23/2015 11:14 AM
30	The tree belt below the retirement homes on the west site were planted by local children years ago and should also be protected.	11/23/2015 10:49 AM
31	East site: small tract of land; tree belt; harmonizes east edge of village; adjacent to community; protection of view for public and residents on Mackley Ln; outside development limit. West site: small tract if land; designated greenfield site; adjacent to Church Mead; important public view of village, church and surrounding area; protection of view for residents of Sheltered Housing on Fortescue Fields, designated as "Church View" by developer; in the centre of and adjacent to community; contributes to an important public view that is regularly used by many residents and visitors walking up/down the footpath along the edge of this land; natural extension of Church Mead used extensively for recreation by residents and visitors; outside development limit. Ponds: small tract of land; water and meadow environment; regularly used by residents walking on designated pathways; recreation area for residents and family; protects an important public view of village church and surrounding countryside; adjacent to and forms the edge of the village on southern side; designated as detention pond area for Fortescue that have to maintained and managed; outside development limit.	11/23/2015 10:06 AM
32	NSP has fulfilled its obligation for new housing. We don't need more million-pound plus houses Lochailort can't sell!	11/23/2015 9:56 AM
33	It is important to retain Laverton Triangle as green space so as to minimise the visual impact of the Fortescue Fields development set in an historic and rural village. Retaining a nature corridor is important, which would be enabled by protection of the 3 sites as green spaces. We have noticed a reduction in the number of species we see since the removal of the bank of trees on Townsend. Retention of the green space adjacent to the Mead and the line of trees is very important so as to retain the stunning views and to minimise the visual impact of the new development. The fields with the ponds provide well used recreational areas and remain wildlife habitats, with at least one of the ponds home to a diversity of pond life.	11/23/2015 9:27 AM
34	The existing development which overlooks the conservation area already breaches conservation area rules. This should not be seen as a precedent for development adjacent to Church Mead.	11/23/2015 9:10 AM
35	Essential breathing space around the Mead, a Barrier to further village expansion towards Falkland	11/23/2015 9:07 AM
36	Existing footpaths/rights of way, plus new bridleway across the land with the drainage ponds, and the flora and fauna that exists in that area. This land is a natural softener between the new Fortescue fields properties and the countryside as well as being used for informal activities such as dog walking, jogging and riding.	11/23/2015 1:08 AM
37	Protection of the West area is important to maintain the amenity of the Mead and protect local wildlife. The South area incorporating the ponds are a key attraction to the village, attracting wildlife, and local residents walking around to enjoy the open green space.	11/22/2015 11:19 PM
38	The overdevelopment has already exceeded the ratio suggested by the government. Enough already, previously it was 'a need' & 'an opportunity' now it's 'greed' and 'bullying'.	11/22/2015 10:25 PM
39	Norton St Philip is a rural village and needs to have green open spaces around to keep this rurality. In previous appraisals of the village much has been made about the need for green open spaces that contribute to the overall appearance and structure of the village.	11/22/2015 9:45 PM
40	Norton St Philip is not a large town and is currently overdeveloped for the size of the village and infrastructure. There is no post office, or currently a shop and no we believe no further growth is needed	11/22/2015 9:42 PM

41	i love walking round the village with my family enjoying our local scenery and wildlife and if it keeps being built on soon we will have no beautiful scenery or wild life left. Also I think the village has drainage problems that impact on other areas of the village and the extra building keep affecting the natural safe drainage and flooding houses. Who needs all these houses, we have plenty already , they will spoil the natural historical look of our historic conservation village and make it a small town. where will all the traffic go from the cars that are generated going through the village from the new houses, we have terrible parking and traffic flow problems as it is. Bell Hill and church st, and the high street is getting very dangerous to drive in and cross over the roads, it is overrun with cars and traffic and cannot cope with more!	11/22/2015 9:31 PM
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