

August 2023

London Luton Airport Expansion

Planning Inspectorate Scheme Ref: TR020001

Volume 8 Additional Submissions (Examination)
**8.23 Green Horizons Park Additional
Information - Appendix C S106 Agreement**

Infrastructure Planning (Examination Procedure) Rules 2010

Application Document Ref: TR020001/APP/8.23

The Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

**London Luton Airport Expansion Development Consent
Order 202x**

**8.23 GREEN HORIZONS PARK ADDITIONAL INFORMATION
APPENDIX C S106 AGREEMENT**

Deadline:	Deadline 1
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Author:	Luton Rising

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Issue 1	August 2023	Additional Submission - Deadline 1

DATED 25th Jun 2021

(1) LUTON BOROUGH COUNCIL

AND

(2) LONDON LUTON AIRPORT LIMITED

AND

(3) LONDON LUTON AIRPORT OPERATIONS LTD

AND

(4) NATWEST MARKETS PLC

DEED

pursuant to section 106 of the Town and Country
Planning Act 1990 in support of planning application
reference 17/02300/EIA
relating to New Century Park
Luton, Bedfordshire

THIS DEED is made on

day of 25th June

2021

BETWEEN:-

- (1) **LUTON BOROUGH COUNCIL** of The Town Hall, George Street, Luton, Bedfordshire, LU2 2BQ ("**Council**");
- (2) **LONDON LUTON AIRPORT LIMITED** with company number 02020381 whose registered office is at Hart House Business Centre, Kimpton Road, Luton, Bedfordshire LU2 0LA ("**the Owner**"); and
- (3) **LONDON LUTON AIRPORT OPERATIONS LTD** with company number 03491213 whose registered office is at Percival House, 134 Percival Way, London Luton Airport, Luton, LU2 9NU ("**the Airport**")
- (4) **NATWEST MARKETS PLC** (Scottish Company Registration Number 090312) of 36 St Andrew Square, Edinburgh, EH2 2YB ("**the Mortgagee**")

WHEREAS:-

- (A) The Council is the local planning authority for the area in which the Land is situated and is the appropriate statutory body to enforce the planning obligations herein for the purposes of section 106 of the 1990 Act for the area in which the Land is situated.
- (B) The Owner is the freehold owner of part of the Land registered at HM Land Registry under the title numbers listed at Part 1 of Schedule 7
- (C) The Owner is the leasehold owner of part of the Land registered at HM Land Registry under the title numbers listed at Part 2 of Schedule 7
- (D) The Airport is the leasehold owner of part of the Land registered at HM Land Registry under the title numbers listed at Part 3 of Schedule 7
- (E) The Airport is the freehold owner of the part of the Land registered at HM Land Registry under the title number listed at Part 4 of Schedule 7
- (F) The Council is the freehold owner of part of the Land registered at HM Land Registry under the title numbers listed at Part 5 of Schedule 7 and shown coloured purple on the plan attached hereto entitled; "**Council Land**" ("**the Council Land**")
- (G) The Mortgagee is the owner of a registered charge dated 16 August 2017 listed at entry no. 4 of the Airport's freehold title BD146644 and a registered charge dated 16 August 2017 listed at entry no. 4 of the Airport's leasehold title BD216008.
- (H) The Council at its meeting on the 27 March 2019 resolved to grant planning permission pursuant to the Planning Application subject to conditions and the Parties agree that this Deed is required to meet the necessary planning obligations should the Planning Permission be granted.
- (I) The Council considers the planning obligations contained herein to be compliant with Regulation 122 of the Community Infrastructure Regulations 2010

IT IS AGREED as follows:-

1. **INTERPRETATION**

1.1 In this Deed:-

"1990 Act"	means the Town and Country Planning Act 1990
"Biodiversity Contribution"	means the sum of £30,000 (thirty thousand pounds)
"Biodiversity Contribution Purpose"	means for the purpose of the creation and management of new habitats within Existing Wigmore Valley Park and the Wigmore Valley Park Replacement Additional Land
"Commencement Date"	means the date of Commencement of the Development
"Commencement of Phase 1"	means the date on which the Commencement of the Development takes place in relation to Phase 1 and "Commence Phase 1" shall be construed accordingly
"Commencement of Phase 2"	means the date on which the Commencement of the Development takes place in relation to Phase 2 and "Commence Phase 2" shall be construed accordingly
"Commencement of Phase 3"	means the date on which the Commencement of the Development takes place in relation to Phase 3 and "Commence Phase 3" shall be construed accordingly
"Commencement of Phase 4"	means the date on which the Commencement of the Development takes place in relation to Phase 4 and "Commence Phase 4" shall be construed accordingly
"Commencement of the Development"	<p>the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose):</p> <p>(i) 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements; and</p> <p>(ii) save for the provisions contained in Schedule 3 and paragraph 1.2 of Schedule 4 any works in respect of the New Wigmore Valley Park</p> <p>and "Commence Development" shall be construed accordingly</p>
"Contributions"	means the Public Art Contribution, the County Wildlife Site Contribution, the Biodiversity Contribution, the Replacement Trees Contribution, the Raynham Way Neighbourhood Park Play Contribution, the Roads and Highway Improvement Contribution, the Sports Pitch and Changing Room Re-Provision Contribution.

"Contribution Purpose"

means:-

- (a) in respect of the Public Art Contribution expenditure on the Public Art Contribution Purpose; and
- (b) in respect of the County Wildlife Site Contribution expenditure on the County Wildlife Site Contribution Purpose; and
- (c) in respect of the Biodiversity Contribution expenditure on the Biodiversity Contribution Purpose; and
- (d) in respect of the Replacement Trees Contribution expenditure on the Replacement Trees Contribution Purpose; and
- (e) in respect of the Raynham Way Neighbourhood Park Play Contribution expenditure on the Raynham Way Neighbourhood Park Play Contribution Purpose; and
- (f) in respect of the Roads and Highway Improvement Contribution expenditure on the Roads and Highway Improvement Contribution Purpose; and
- (g) in respect of the Sports Pitch and Changing Room Re-Provision Contribution expenditure on the Sports Pitch and Changing Room Re-Provision Contribution Purpose.

"Council's Area"

means the administrative area of the Borough of Luton

"County Wildlife Site Contribution"

means the sum of £250,000 (two hundred and fifty thousand pounds)

"County Wildlife Site Contribution Purpose"

means for the purpose of the management of 7.5 hectares of Dallow Downs County Wildlife Site

"Development"

means the development of the Land for (1) a new business park comprising office space (Class B1), warehouse and industrial space (class B2 and B8), mixed employment space (class B1/B2/B8), a hotel (Class C1), café space (class A3); energy centre (sui generis), internal access roads; car parking, landscaping and associated works including earthworks, utility diversions, sustainable drainage systems, tree removal and tree protection; and relocation of the airport car hire centre: (2) the construction of a 2km Century Park Access Road incorporating a new junction on the A1081 alterations to the existing airport way roundabout, alterations to Frank Lester Way, a newly created access from Eaton Green Road, a new roundabout providing access into the business park, demolition of buildings, provision of replacement car parking (temporary and permanent), associated earthworks, landscaping surface water drainage and utilities diversions; the creation of new public open space including footpaths, landscaping and ecological mitigation; extension and alterations to Wigmore pavilion building to provide café (class A3) and additional community space; construction of a new skate park and children's play area; and construction of a replacement airport technical services

building and associated parking at Luton Airport in accordance with the Planning Application

"Eaton Green Link Road"

means the link road to be provided between Eaton Green Road and the New Century Park Access Road as part of the Development as shown shaded purple on Drawing no. KQ30131H238 Rev 3

"Employment, Skills, Procurement and Training Strategy"

means a strategy as more particularly set out in Schedule 3 to be submitted, approved and implemented in accordance with Schedule 3 for the advertisement, recruitment and training of Local People into construction and operational jobs relating to the Development and the procurement of goods and services and promotion of commercial opportunities to local businesses within the Council's Area

"Existing Wigmore Valley Park"

means the park whose address is Eaton Green Road, Luton LU2 9JB and whose current location is shown coloured blue on the attached plan ref:LLADCO-3B-CAP-LS-00-DR-LD-0021 Rev P01.1

"Implements the Planning Permission"

means the carrying out of any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development pursuant to the Planning Permission. other than (for the purposes of this Deed 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Implementation of the Planning Permission" shall be construed accordingly

"Interest"

means interest at 5% per annum above the base lending rate of Lloyds Bank Plc from time to time

"Index Linked"

means increased in accordance with the following formula:
Amount payable = any one of the Contributions x (A/B)
where:-

A = the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due

B = the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Deed

"Land"

means the land at Century Park, Luton shown edged red on the plan attached hereto with reference CS_073849

"Local People"

means people living or working in the Council's Area

"Meet the Buyer Event"

means events organised in partnership with the Council's Business Growth and Skills Team highlighting opportunities available to local businesses arising from the Development and providing local businesses with an opportunity to find out how to tender for contracts and meet the buyers responsible for the Development

"Monitoring Officer"	means the following email address: developmentcontrol@luton.gov.uk
"New Century Park Access Road"	means the access road to be provided as part of the Development as shown shaded grey on Drawing no. KQ30131H238 Rev 3
"New Wigmore Valley Park"	means the land as shown edged red on the attached plan ref: WVP-CAP-DR-L-001
"Office Quarter"	means that area of the Development marked as the Office Quarter on the plan attached hereto with reference CS_089916 Drawing No.050_04 and entitled Masterplan Office Quarter
"Passport to Employment Programme"	means an exclusive and bespoke programme designed to assess the needs of the local workforce and provide support to overcoming barriers in order to access the labour market
"Parties"	means the Owner and the Council and the Airport and their successors in title or function (as appropriate) and "Party" will be interpreted accordingly
"Phase 1"	means Phase 1 of the Development as shown on the Phasing Plan
"Phase 2"	means Phase 2 of the Development as shown on the Phasing Plan
"Phase 3"	means Phase 3 of the Development as shown on the Phasing Plan
"Phase 4"	means Phase 4 of the Development as shown on the Phasing Plan
"Phasing Plan"	means the plan attached to this Deed showing all four phases of the Development with reference CS_089916 Drawing No.050__40
"Planning Application"	means an application for part outline and part full planning permission registered by the Council under reference number 17/02300/EIA and which seeks planning permission for the Development
"Planning Permission"	means the planning permission to be granted subject to conditions pursuant to the Planning Application
"Public Art Contribution"	means the sum of £250,000 (two hundred and fifty thousand pounds)
"Public Art Contribution Purpose"	means for the purpose of the provision of a piece or pieces of public art in the external landscaped public realm area of the Office Quarter
"Raynham Way Neighbourhood Park Play Contribution"	means the sum of £35,000 (thirty five thousand pounds)

"Raynham Way Neighbourhood Park Play Contribution Purpose"	means for the purpose of the provision of new play equipment/facilities in Raynham Way Neighbourhood Park, located at Eaton Green Road, Luton LU2 9JE
"Roplacement Trees Contribution"	means the sum of £35,000 (thirty five thousand pounds)
"Replacement Trees Contribution Purpose"	means planting of trees across the Council's Area
"Roads and Highway Improvement Contribution"	means the total sum of £3,455,917 (three million four hundred and fifty five thousand nine hundred and seventeen pounds) which is to be allocated in accordance with the sums specified in the Roads and Highway Improvement Contribution Purpose
"Roads and Highway Improvement Contribution Purpose"	<p>means for the purpose of securing highway improvements at the following road junctions in the vicinity of the Development namely:</p> <ul style="list-style-type: none"> • Castle Street Roundabout; • Junction of Castle Street/Hibbert Street/Windsor Street; • Junction of New Bedford Road/Cromwell Road; • Junction of Windmill Road/Osborne Road; • Junction of Old Bedford Road/Stockingstone Road/Hitchin Road; <p>such highway improvement works to be completed before the New Century Park Access Road is brought into use.</p>
"Sorvico Level Agreement"	means the Service Level Agreement which commenced on 1st April 2016 between the Parks Service of the Council and the Owner in relation to the management and grounds maintenance services at the Existing Wigmore Valley Park
"Sport England"	means the executive non-departmental public body under the Department for Digital, Culture, Media and Sport or such other public body with the same functions that may replace it
"Sports Pitch and Changing Room Re-Provision Contribution"	means the sum of £1,196,737 (one million one hundred and ninety six thousand and seven hundred and thirty seven pounds)
"Sports Pitch and Changing Room Re-Provision Contribution Purpose"	<p>means to provide for:</p> <p>(i) a step 5 football facility (an artificial grass football pitch suitable for non-league senior football up to step 5 of the football pyramid and associated facilities including parking provision and changing rooms) at either one or more of the following Stopsley/Lothair recreation ground, Luton and/or Ely Way/Lewsey Park recreation ground, Luton and/or</p> <p>(ii) the replacement of, or improvements to existing adult football facilities (playing pitches and supporting facilities such as changing rooms and car parking) at either one or more of the following locations: Stopsley/Lothair recreation ground, Luton and/or Lewsey Park recreation ground, Luton.</p>

Sports Pitch and Changing Room Re-Provision Phasing Plan	means the plan attached to this Deed and entitled phasing plan for proposed section 106 agreement of the Town and Country Planning Act 1990
"Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Land for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Land
"Wigmore Valley Park Replacement Additional Land"	means the land as shown coloured red on the attached plan ref: LLADCO-3B-CAP-LS-00-DR-LD-0021 Rev P01.1
"Working Day"	means a day other than a Saturday or Sunday or public or bank holiday in England

1.2 Interpretation Principles

- 1.2.1 The expression "**Council**" will include their successors in function and title respectively save where specifically provided to the contrary by this Deed.
- 1.2.2 Words importing one gender will include all other genders and words importing the singular will include the plural and vice versa and any words denoting actual persons will include companies, corporations and other artificial persons.
- 1.2.3 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.2.4 Any reference to a specific statute or statutes will include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 1.2.5 References in this Deed to any Clause, sub-clause, paragraph, Appendix or Schedule without further designation will be construed as a reference to the Clause, sub-clause, paragraph, Appendix or Schedule to this Deed so numbered.
- 1.2.6 The Clause paragraph and schedule headings and list of contents are for reference only and will not be taken into account in this Deed's construction or interpretation;
- 1.2.7 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.
- 1.2.8 The word "including" will be construed without prejudice to the generality of the words preceding it.
- 1.2.9 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 1.2.10 Save in respect of the Planning Permission, in the event of any conflict between the terms conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms conditions and provisions of this Deed will prevail.

2. STATUTORY POWER AND ENFORCING AUTHORITY

2.1 Statutory Powers

This Deed constitutes a planning obligation for the purposes of section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 to the extent that it contains provisions relating to covenants of the Council and Section 1 of the Localism Act 2011 in relation to any covenants in this Deed which fall outside the scope of section 106 of the 1990 Act and any other enabling powers.

2.2 Enforceability of Planning Obligations

The covenants, restrictions and requirements contained in this Deed create planning obligations pursuant to section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner and the Airport subject to clauses 2.3 and 2.4 below

2.3 Parties Bound by the Deed

Subject as stated in Clause 2.4 the obligations and covenants in this Deed will be binding upon and enforceable against the Owner and the Airport and their successors in title to the Land and those deriving title from such persons as if that person has also been an original covenanting Party in respect of that interest or estate for the time being held by it and in relation to the Council shall include its successors in function provided that no person will be liable for any breach of the covenants or undertakings contained in this Deed which occurs after the relevant person has parted with his entire interest in the Land or the part in respect of which such breach occurs but without prejudice to the rights of the Council in relation to any antecedent breach of those covenants or undertakings arising before it parted with all or the relevant part of his interest in the Land.

2.4 Parties Not Bound by the Deed

2.4.1 The provisions of this Deed will not be enforceable by or against any Undertaker insofar as and to the extent that the relevant Undertaker is occupying the relevant part of the Land in its capacity as an Undertaker;

2.4.2 A person who acquires an interest in the Land only as a mortgagee shall not be liable in respect of any breach of the terms of this Deed unless and until it takes possession of the Land; and

2.4.3 The provisions of this Deed will not be enforceable by or against the Airport unless the Airport Implements the Planning Permission or procures the Implementation of the Planning Permission

3. CONDITIONALITY

3.1 This Deed is conditional upon:-

3.1.1 the grant of the Planning Permission and;

3.1.2 the Commencement of the Development.

4. COMMENCEMENT

Save for Clause 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 15, 16,17, 18, 19, 20, 21, 22, 23 and 24 (which shall take effect immediately upon completion of this Deed) the provisions of this Deed shall take effect on the Commencement of the Development.

5. PLANNING OBLIGATIONS RELATING TO THE LAND

5.1 The Owner and the Airport covenant with the Council to observe and comply with all of their obligations set out in Schedule 1 to Schedule 5 (inclusive) of this Deed.

6. COUNCIL'S COVENANTS

The Council covenants to comply with all its obligations set out in this Deed.

7. AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared that:-

7.1 No Restriction on Further Development

Nothing in this Deed will be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or deemed to be granted under permitted development rights before or after the date of this Deed.

7.2 No Fettering of the Council's Discretion

Nothing contained or implied in this Deed will fetter or prejudice or otherwise affect the rights powers duties and obligations of the Council in its exercise of its functions either as local planning authority or in any other capacity and that all rights powers duties and obligations under any public and private statutes bylaws and regulations may be as fully and effectively exercised as if the Council was not a party to this Deed.

8. DEEMED SERVICE OF NOTICES

Any notice or written communication to be served by one Party upon any other Party pursuant to the terms of this Deed will be deemed to have been validly served if delivered in accordance with Clause 20.

9. DISPUTE RESOLUTION

9.1 Attempts to Resolve Disputes Amicably

In the event of any dispute or difference arising between the Parties touching or concerning any matter or thing arising out of this Deed the Parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each Party.

9.2 Right to Refer a Dispute to the Expert

If the Parties are unable to resolve the dispute amicably pursuant to Clause 9.1 such dispute or difference will be referred to an independent and fit person of at least 10 (ten) years professional experience of the matter in issue holding appropriate professional qualifications to be agreed between the Parties or to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person will act as an expert and his decision will be final and binding on the Parties to the dispute or difference (save in the case of manifest error) and his costs will be payable by the Parties to the dispute in such proportion as he will determine and failing such determination will be borne by the Parties to the dispute or difference in equal shares.

9.3 Appointment of the Expert

In the absence of agreement between the Parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to Clause 9.2 or as to the appropriate professional body within 14 (fourteen days) after either Party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 9.2 hereof then the question of the appropriate qualifications or professional body will be referred to a solicitor to be appointed by the president for the time being of the Law Society of England and Wales on the application of any Party to the dispute or difference and such solicitor will act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body will be final and binding on the Parties to the dispute or difference and his costs will be payable by the Parties to the dispute in such proportion as he will determine and failing such determination will be borne by the Parties to the dispute or difference in equal shares.

9.4 Terms of Reference of the Expert

The terms of reference of any expert appointed to determine a dispute or difference pursuant to this Clause 9 will include the following:-

- 9.4.1 he will call for and consider any written representations made by or on behalf of the Parties which are received by him within 21 (twenty one) days of his calling for such representations and at the expiry of this period will give the Parties a further period of 14 (fourteen) days to make counter-representations;
- 9.4.2 he will provide the Parties with a written decision (including his reasons) within 28 (twenty eight) days of the last date for receipt of counter-representations under Clause 9.4.1;
- 9.4.3 he will be entitled to call for such independent expert advice as he thinks fit; and
- 9.4.4 his costs and the costs of any independent expert advice called for by the expert will be included in his award.

9.5 For the Avoidance of Doubt

For the avoidance of doubt the provisions of this Clause 9 shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages or any other means of enforcing this Deed and consequential and interim orders and relief.

10. WAIVER

- 10.1 No waiver (whether express or implied) by the Council of any breach by the Owner, or the Airport or the Council in performing or observing any of the obligations contained in this Deed will constitute a continuing waiver and no such waiver will prevent the Council, or the Airport or the Owner from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof
- 10.2 If any provision in this Deed 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.

11. INDEXATION OF CONTRIBUTION

- 11.1 All Contributions payable to the Council shall be Index Linked.
- 11.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner and the Airport in writing.

12. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

13. LOCAL LAND CHARGE

13.1 This Deed is a Local Land Charge and shall be registered by the Council in the Register of Local Land Charges.

14. INTEREST ON LATE PAYMENT

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

15. COUNCIL'S COSTS

The Owner shall pay to the Council on the date of this Deed the Council's reasonable legal costs of £3000 (three thousand pounds) incurred in the negotiation, preparation and execution of this Deed.

16. OWNERSHIP

16.1 The Owner warrants that:

16.1.1 together they hold sufficient interests in those parts of the Land held thereby such that the Council can enforce the provisions of this Deed against the Owner and the Airport as appropriate; and

16.1.2 that the Owner and the Airport have not disposed of their legal interest in any parts of the Land before the date of this Deed.

17. JURISDICTION

The construction validity and performance of this Deed will be governed by the Laws of England and Wales and the Parties agree to irrevocably submit to the exclusive jurisdiction of the courts.

18. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same deed.

19. DELIVERY

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

20. NOTICES

20.1 Save as provided in Schedule 5, all notices, requests, demands or other written communication to or upon the respective Parties pursuant to this Deed will be deemed to have been properly given or made if despatched (in addition to any other effective mode of service) by registered post or recorded delivery post and addressed as follows:-

20.1.1 if to the Council marked for the attention of the Development Management Service Manager Development Control, Town Hall, George Street, Luton, Bedfordshire, LU2 2BQ; and

20.1.2 if to the Owner to the address given on page 1 of this Deed or such other address as the Owner may notify to the Council from time to time; and

20.1.3 if to the Airport to the address give on page 1 of this Deed or such other address as the Airport may notify to the Council from time to time.

21. DUTY TO ACT IN GOOD FAITH

The Parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.

22. CHALLENGE AND TERMINATION

If the Planning Permission shall be quashed following a successful legal challenge prior to Commencement of the Development or is otherwise revoked or modified (without the consent of the Owner) or expires prior to the Commencement of the Development then the provisions of this Deed shall cease to have further effect.

23. SECTION 73 PERMISSION

23.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act and provided that the Council does not deem it necessary to grant the said new planning permission subject to a new agreement under Section 106 of the 1990 Act:-

23.1.1 the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Land granted pursuant to Section 73 of the 1990 Act and the Land itself;

23.1.2 the definitions of the terms "Planning Application", "Development" and "Planning Permission" in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

23.1.3 this Deed shall be endorsed with the following words in respect of any future Section 73 permission:

"The obligations in this Deed relate to and bind the Land in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990."

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the 1990 Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 Act or a modification pursuant to section 106A of the 1990 Act.

24. MORTGAGEE CONSENT

24.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Airport with its consent and that that part of the Land over which its interests are held shall be bound by the obligations contained in this Deed and that the security of the mortgage over the said part of the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the said part of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Airport.

SCHEDULE 1

OBLIGATIONS OF THE OWNER AND THE AIRPORT

CONTRIBUTIONS

1. The Owner and the Airport covenant with the Council:-
 - 1.1 Prior to the Commencement Date to pay the Public Art Contribution to the Council and not to Commence the Development until the Public Art Contribution has been paid to the Council and;
 - 1.2 To give reasonable access to the Council at all reasonable times to the Development in order for the Council or its agents to install or arrange for the installation of the Public Art in the Office Quarter
 - 1.3 Prior to the Commencement Date to pay the County Wildlife Site Contribution to the Council and not to Commence the Development until the County Wildlife Site Contribution has been paid to the Council
 - 1.4 Prior to the Commencement Date to pay the Biodiversity Contribution to the Council and not to Commence the Development until the Biodiversity Contribution has been paid to the Council
 - 1.5 Prior to the Commencement Date to pay the Replacement Trees Contribution to the Council and not to Commence the Development until the Replacement Trees Contribution has been paid to the Council
 - 1.6 Not to carry out any part of the Development at the Existing Wigmore Valley Park until the Raynham Way Neighbourhood Park Play Contribution has been paid to the Council and to pay the Raynham Way Neighbourhood Park Play Contribution to the Council before any part of the Development at the Existing Wigmore Valley Park is carried out
 - 1.7 Prior to the Commencement Date to pay the Roads and Highway Improvement Contribution to the Council and not to Commence the Development until the Roads and Highway Improvement Contribution has been paid to the Council
 - 1.8 To pay the Sports Pitch and Changing Room Re-Provision Contribution in the following instalments:
 - 1.8.1 £272,654 (two hundred and seventy two thousand six hundred and fifty four pounds) to be paid to the Council prior to the Commencement of Phase 1 and not to Commence Phase 1 until £272,654 (two hundred and seventy two thousand six hundred and fifty four pounds) has been paid to the Council
 - 1.8.2 £92,408 (ninety two thousand and four hundred and eight pounds) to be paid to the Council prior to the Commencement of Phase 2 and not to Commence Phase 2 until £92,408 (ninety two thousand and four hundred and eight pounds) has been paid to the Council
 - 1.8.3 £646,858 (six hundred and forty six thousand and eight hundred and fifty eight pounds) to be paid to the Council prior to the Commencement of Phase 3 and not to Commence Phase 3 until £646,858 (six hundred and forty six thousand and eight hundred and fifty eight pounds) has been paid to the Council
 - 1.8.4 £184,817 (one hundred and eighty four thousand and eight hundred and seventeen pounds) to be paid to the Council prior to the Commencement of Phase 4 and not to Commence Phase 4 until £184,817 (one hundred and eighty four thousand and eight hundred and seventeen pounds) has been paid to the Council.

SCHEDULE 2
OBLIGATIONS OF THE OWNER AND THE AIRPORT
WIGMORE VALLEY PARK

The Owner and the Airport covenant with the Council as follows:

1. Before the carrying out of any part of the Development at the Existing Wigmore Valley Park to:
 - 1.1 (subject to paragraph 2 below) provide and layout the Wigmore Valley Park Replacement Additional Land to the Council's reasonable satisfaction in accordance with a specification ("Wigmore Valley Park Replacement Additional Land Specification") to be submitted to and agreed in writing by the Council beforehand; and
 - 1.2 enter into an updated Service Level Agreement with the Council in relation to the maintenance and management of the Wigmore Valley Park Replacement Additional Land ("Updated Service Level Agreement"); and
 - 1.3 carry out the Updated Service Level Agreement as approved; and
 - 1.4 pay the sum of £6,000 (six thousand pounds) to the Council as an administration and monitoring fee in relation to the monitoring of the provision and maintenance of the Existing Wigmore Valley Park and the Wigmore Valley Park Replacement Additional Land.
2. Within twenty (20) Working Days following receipt of the Wigmore Valley Park Replacement Additional Land Specification the Council will notify the Owner and the Airport in writing that either:
 - 2.1 the Council approves the Wigmore Valley Park Replacement Additional Land Specification; or
 - 2.2 the Council does not approve the Wigmore Valley Park Replacement Additional Land Specification and shall provide the Owner and the Airport with reasons for not approving it in writing together with any other information that the Owner and the Airport may reasonably require in order that it may submit a revised Wigmore Valley Park Replacement Additional Land Specification; and
 - 2.3 subject to paragraph 3 such procedure shall be repeated as often as is necessary until such time as the Council approves the Wigmore Valley Park Replacement Additional Land Specification
3. If the Council fails to notify the Owner and the Airport within twenty (20) Working Days in accordance with paragraph 2 then the Council's approval of the Wigmore Valley Park Replacement Additional Land Specification will be deemed to have been given.
4. Once the Wigmore Valley Park Replacement Additional Land has been provided pursuant to paragraph 1.1 of this Schedule, to allow the public at all times to access the Wigmore Valley Park Replacement Additional Land

SCHEDULE 3

OBLIGATIONS OF THE OWNER AND THE AIRPORT

EMPLOYMENT, SKILLS, PROCUREMENT AND TRAINING STRATEGY

1. The Owner and the Airport hereby covenant with the Council:-
 - 1.1 not to Commence the Development until an Employment, Skills, Procurement and Training Strategy, including a timetable for its implementation has been submitted to and approved by the Council; and
 - 1.2 to implement the Employment, Skills, Procurement and Training Strategy approved by the Council pursuant to paragraph 1.1 of this schedule.
2. Within twenty (20) Working Days following receipt of the Employment, Skills, Procurement and Training Strategy the Council will notify the Owner and the Airport in writing that either:
 - 2.1 the Council approves the Employment, Skills, Procurement and Training Strategy; or
 - 2.2 the Council does not approve the Employment, Skills, Procurement and Training Strategy and shall provide the Owner and the Airport with reasons for not approving it in writing together with any other information that the Owner and the Airport may reasonably require in order that it may submit a revised Employment, Skills, Procurement and Training Strategy; and
 - 2.3 subject to paragraph 3 below such procedure shall be repeated as often as is necessary until such time as the Council approves the Employment, Skills, Procurement and Training Strategy
3. If the Council fails to notify the Owner and the Airport within twenty (20) Working Days in accordance with paragraph 2 then the Council's approval of the Employment, Skills, Procurement and Training Strategy will be deemed to have been given.
4. The Employment, Skills, Procurement and Training Strategy submitted for approval pursuant to paragraph 1.1 of this schedule will be expected to include requirements upon the Owner and the Airport (to the extent that the Owner and the Airport are not prevented from doing so by any rule of law whether domestic or international) to:
 - 4.1 use reasonable endeavours to, and procure that its contractors (in respect of construction vacancies and jobs) and those tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs) who are first occupants of the Development, use reasonable endeavours to work with the Council to ensure that:
 - 4.1.1 all job vacancies arising from the construction and operation of the Development are advertised in Jobcentre Plus centres in the Council's Area and are advertised through the Council's Passport to Employment Programme;
 - 4.2 use reasonable endeavours to:
 - 4.2.1 work with the Council and to attend the Council's job fairs to promote all job vacancies arising from the construction and operation of the Development;
 - 4.2.2 work with the Council to attend events which will promote the job opportunities arising as a result of the Development;
 - 4.2.3 participate with the Council in a Meet the Buyer Event to promote all the commercial opportunities available, primarily to businesses located within the Council's Area, arising from the Development
 - 4.3 use reasonable endeavours:

- 4.3.1 during the construction of the Development to encourage the appointed contractor to employ Local People and deliver a scheme to employ apprentices and trainees from the Council's Area and;
- 4.3.2 to maintain a record of all staff employed at the Development, their qualifications and any training or courses undertaken, such record to be available to the Council upon written request but not more than once in any calendar year;
- 4.3.3 during the operational phase of the Development to use reasonable endeavours to encourage those tenants and sub-tenants who are first occupants of the Development to employ Local People and promote in-work learning opportunities to train staff up to an appropriate NVQ level for their particular role and to maintain a record of the in-work learning opportunities available to staff, such record to be available to the Council upon written request but not more than once in any calendar year;
- 4.3.4 to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development by procuring during the construction of the Development goods and services from contractors, sub-contractors and suppliers within the Council's Area where economically and practically feasible to do so.

SCHEDULE 4

OBLIGATIONS OF THE OWNER AND THE AIRPORT

RESTRICTIONS ON DEVELOPMENT

1. The Owner and the Airport hereby covenant with the Council
 - 1.1 not to Commence the Development on the Council Land until the Public Art Contribution, County Wildlife Site Contribution, Biodiversity Contribution, Replacement Trees Contribution, Raynham Way Neighbourhood Park Play Contribution and the Roads and Highway Improvement Contribution have been paid to the Council in accordance with the provisions of this Deed.
 - 1.2 Not to Commence the Development on the Council Land until the Employment, Skills Procurement and Training Strategy has been submitted to and approved by the Council or otherwise deemed to be approved in accordance with the terms of Schedule 3.
 - 1.3 Not to Commence the Development on the Council Land in so far as that part of the Council Land falls within Phase 1 until the respective part of the Sports Pitch and Changing Room Re-Provision Contribution relating to Phase 1 has been paid to the Council in accordance with Paragraph 1.8.1 of Schedule 1
 - 1.4 Not to Commence the Development on the Council Land in so far as that part of the Council Land falls within Phase 2 until the respective part of the Sports Pitch and Changing Room Re-Provision Contribution relating to Phase 2 has been paid to the Council in accordance with Paragraph 1.8.2 of Schedule 1
 - 1.5 Not to Commence the Development on the Council Land in so far as that part of the Council Land falls within Phase 3 until the respective part of the Sports Pitch and Changing Room Re-Provision Contribution relating to Phase 3 has been paid to the Council in accordance with Paragraph 1.8.3 of Schedule 1
 - 1.6 Not to Commence the Development on the Council Land in so far as that part of the Council Land falls within Phase 4 until the respective part of the Sports Pitch and Changing Room Re-Provision Contribution relating to Phase 4 has been paid to the Council in accordance with Paragraph 1.8.4 of Schedule 1

SCHEDULE 5

MONITORING

1. To enable the Council to accurately monitor compliance with the obligations in this Deed the Owner and the Airport hereby covenant with the Council as follows:
 - 1.1. to send the Monitoring Officer within 7 Working Days of each date occurring:
 - 1.1.1. notice of the date of works undertaken pursuant to the Planning Permission in accordance with Schedule 2
 - 1.1.2. notice of the date of Commencement of the Development; and
 - 1.1.3. notice of Commencement of Phase 1; and
 - 1.1.4. notice of Commencement of Phase 2; and
 - 1.1.5. notice of Commencement of Phase 3; and
 - 1.1.6. notice of Commencement of Phase 4; and
 - 1.1.7. notice of the start date of works pursuant to the Development to the Existing Wigmore Valley Park; and
 - 1.1.8. notice of the completion of the laying out and provision of the Wigmore Valley Park Replacement Additional Land pursuant to Schedule 2 of this Deed.

SCHEDULE 6

COUNCIL COVENANTS

1. **No Unreasonableness**

Where the approval, satisfaction, agreement, confirmation or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent will if applied for in writing be given in writing and, in any event, will not be unreasonably withheld or delayed.

2. **Use of Contributions**

2.1 Subject to the additional provisions set out in paragraph 2.5 below in relation to the Sports Pitch and Changing Room Re-Provision Contribution the Council will apply each Contribution solely for the relevant Contribution Purpose.

2.2 The Council will not apply the Contribution or permit it to be applied for any purpose other than the relevant Contribution Purpose.

2.3 Following receipt of any of the Contributions the Council will promptly provide written confirmation of receipt and invest the same in an interest bearing account.

2.4 Upon any written request being made by the Owner the Council will provide the Owner with a statement setting out how the Contributions have been expended provided that the Council shall not be required to provide such statement on more than one occasion in a calendar year.

2.5 In respect of the Sports Pitch and Changing Room Re-Provision Contribution the Council will agree with Sport England details of the projects upon which the Sports Pitch and Changing Room Re-Provision Contribution is to be spent in accordance with the Sports Pitch and Changing Room Re-Provision Contribution Purpose and will implement the projects agreed in accordance with the Sports Pitch and Changing Room Re-Provision Phasing Plan

3. **Repayment of Contributions**

If the Council has not committed or expended the whole or any part of any Contribution towards the relevant Contribution Purpose within a period of 10 (ten) years from the date of receipt thereof, then it will forthwith refund any unexpended balance of the Contribution to the person by whom it was paid together with any interest accrued. And for the avoidance of doubt if this should ever result in a negative rate of interest then no interest shall be payable and for the further avoidance of doubt the Contribution or any part of it shall for the purpose of this paragraph be deemed to have been committed if any contract has been entered into or any undertaking given (whether enforceable at law or otherwise) the performance or fulfilment of which will require the expenditure of funds in the future in respect of the purposes for which it or any part thereof is held.

4. **Confirmation of Satisfaction of Obligations**

Where in the opinion of the Owner or, as the case may be, the Airport any provisions (including, without limitation, payment obligations) of this Deed have been satisfied the Owner and/or, as the case may be, the Airport, will be entitled to apply to the Council for written confirmation to that effect and upon the Council being satisfied that the relevant agreement, obligation and covenant as the case may be has been satisfied the Council will as soon as reasonably practicable issue to the Owner or as the case may be, the Airport, written confirmation to such effect.

5. **Employment, Skills Procurement and Training Strategy**

The Council agrees to assist the Owner and the Airport with access to Council-commissioned and governed employment skills and brokerage services to enable it to implement the Employment, Skills, Procurement and Training Strategy approved pursuant to Schedule 3

6. **Eaton Green Link Road**

The Council will only open the completed Eaton Green Link Road for use by the public once the New Century Park Access Road is built as a fully functioning dual carriageway along its whole length

SCHEDULE 7

LAND TITLE OWNERSHIP

PART 1 – Owner's Freehold Land

- BD134572
- BD147909
- BD180578
- BD200841

PART 2 – Owner's Leasehold Land

- BD100412
- BD135728
- BD205807
- BD216875
- BD322332

PART 3 – Airport's Leasehold Land

- HD216008
- HD206048

PART 4 – Airport's Freehold Land

- HD146644

PART 5 – Council's Freehold Land

- BD19599
- BD204162
- BD204164
- BD204165
- BD204166
- BD205693
- BD210067

IN WITNESS whereof the Parties hereto have executed this planning obligation as a deed on the day and year first before written

The Common Seal of **THE LUTON BOROUGH COUNCIL** was hereunto affixed in the presence of:-)

REF.	DEV Ctrl Comtee 27/3/19
REG. No.	6553
WWT.	SDS

[Redacted])
Duly Authorised Signatory

[Redacted])
Duly Authorised Signatory



EXECUTED AS A DEED)
(but not delivered until the date hereof) by **LONDON LUTON AIRPORT LIMITED**)

acting by a Director:

Signature
Name (block capitals)

In the presence of a witness:

Signature

Name of witness (block capitals)

Address

Occupation

EXECUTED AS A DEED)
(but not delivered until the date hereof)
by **LONDON LUTON AIRPORT OPERATIONS LTD**)

acting by a Director:

Signature
Name (block capitals)

In the presence of a witness:

Signature

Name of witness (block capitals)

Address

Occupation

IN WITNESS whereof the Parties hereto have executed this planning obligation as a deed on the day and year first before written

The Common Seal of **THE LUTON BOROUGH COUNCIL** was hereunto affixed in the presence of:-)

Duly Authorised Signatory

Duly Authorised Signatory

EXECUTED AS A DEED)
(but not delivered until the date hereof) by **LONDON LUTON AIRPORT LIMITED**)

[Redacted Signature]

acting by a Director:

[Redacted Name]

Signature
Name (block capitals)

In the presence of a witness:

[Redacted Signature]

Signature

Name of witness (block capitals)

Address

Occupation

MANIC TURNER
HARTHOUSE BUSINESS CENTRE
LUTON
LOCAL GOVT. OFFICER

EXECUTED AS A DEED)
(but not delivered until the date hereof)
by **LONDON LUTON AIRPORT OPERATIONS LTD**)

acting by a Director:

Signature
Name (block capitals)

In the presence of a witness:

Signature

Name of witness (block capitals)

Address

Occupation

IN WITNESS whereof the Parties hereto have executed this planning obligation as a deed on the day and year first before written

The Common Seal of **THE LUTON BOROUGH**)
COUNCIL was hereunto affixed in the presence of:-)

Duly Authorised Signatory

Duly Authorised Signatory

EXECUTED AS A DEED)
(but not delivered until the date hereof) by **LONDON**)
LUTON AIRPORT LIMITED)

acting by a Director:

Signature
Name (block capitals)

In the presence of a witness:

Signature

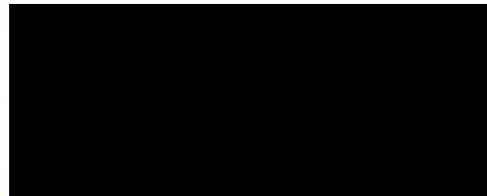
Name of witness (block capitals)

Address

Occupation

EXECUTED AS A DEED)
(but not delivered until the date hereof)
by **LONDON LUTON**)
AIRPORT OPERATIONS LTD)

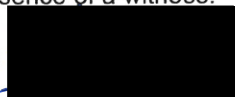
acting by a Director:



Signature
Name (block capitals)

In the presence of a witness:

Signature



Name of witness (block capitals) **LONDON BLITO**

Address **42 Park Av. North**
MS2ED Harpenden

Occupation **self-employed**


AURELIO MARTIN



EXECUTED AS A DEED)
by NAVEED RANA)
as the Attorney of)
NATWEST MARKETS PLC)
(in exercise of a power of attorney
dated 31 December 2020)



Attorney

In the presence of a witness 

Signature..... 

Name (block capitals)..... **SAIEMA SULTAN**

Address..... **8 CANN HALL ROAD**
LONDON E1 3H2