



MetroWest+

Portishead Branch Line (MetroWest Phase 1)

TR040011

Applicant: North Somerset District Council

9.33 ExA.WQ2R.D5.V1 – Appendix TT.2.3 to Applicant's responses to the Examining Authority's Written Questions ExQ2

Author: Womble Bond Dickinson (UK) LLP

Version: 1

Date: February 2021

Internal Memorandum

Completion – Form A1



To: Kevin Carlton
Landscape Officer
Development & Environment
Zone B, Ground Floor,
Castlewood.

From: Linda Rands
LEGAL SECTION
Zone C, First Floor, Castlewood.

Copies to: Senior Valuer
Zone A, Ground Floor,
Castlewood.

Tel ext: 8739

Aaron Jones
Property & Asset Information
Zone A, Ground Floor,
Castlewood.

My ref: LMR/LS041643

Your ref:

Date: 21st November 2013

Transfer of Public Open Space.

Land on the south side of Chapel Pill Lane, Ham Green, Pill. (Hays Mays Lane).

The above transaction has been completed and I give below the particulars required by you :-

1. **Authority:** Under Section 106 Agreement dated 30th September 1998 made between North Somerset District Council (1) Secretary of State for Health (2) Redrow Homes (SW) Limited (3) relating to former Ham Green Hospital, Ham Green, Easton-in-Gordano, North Somerset.
2. **Details of Section 52/106 Agreement under which land transferred :-**
- as above -
3. **Cost Centre Code:** DSC017
4. **Date of Deed:** 20th November 2013
5. **Transferor:** Redrow Homes Limited
6. **Consideration:** £1
7. **Copy Transfer herewith for Kevin Carlton/Valuation & Aaron Jones. Following registration formalities at Land Registry the title registration document will be forwarded to Aaron Jones.**

L.M. Rands (Miss)
Solicitor
For Head of Legal and Democratic Services

enc.

Land Registry

Transfer of part of registered title(s)

Under S106 Agreement 30/9/98
NSDCL Sec. of State for Health
Redrow.

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: ST156547
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land to the south side of Chapel Pill Lane, Ham Green, Pill.</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: coloured green and edged red.</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 20th November 2013
5	<p>Transferor:</p> <p>Redrow Homes Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 1990710</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>North Somerset District Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or

7 Transferee's intended address(es) for service for entry in the register:

Town Hall, Weston-super-Mare, Somerset. BS23 1UJ

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): £1.00 (One Pound)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 In this deed the following words shall have the following meanings :-

"the Property" means the Property transferred by this deed and includes each and every part and the whole or any part of

omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

the same.

"the Retained Land" means the land shown on the land registry filed plan annexed to this transfer in title number ST156547 at 9th August 2013 at 11:55:36 but excluding the Property.

"the Services" means the disposal of sewage or surface water or the supply of water gas electricity telephone television sound computer information or any other services.

"the Service Media" means all conducting media and apparatus for the Services including (without limitation) all sewers drains pumps channels water courses balancing lagoon/ponds soakaways pipes gutters mains cables wires leats culverts ditches ducts manholes as the case may require now present or installed during the Perpetuity Period for the passage of the Services.

"the Perpetuity Period" means the period of 80 years from the date of this transfer.

Rights granted for the benefit of the property.

12.2 The Property is transferred with the benefit of the following rights in favour of the Transferee and its successors in title to the Property.

12.2.1 The right at no consideration to use all roads and footpaths on the Retained Land necessary to gain access to and egress from the Property with rights to go onto the Retained Land for the purposes of inspecting maintaining renewing and repairing such roads and footpaths.

12.2.2 Subject to capacity to use as of right and at no consideration all appropriate Service Media and Services in over under or through the Retained Land of the Transferor with rights to go onto such land for the purposes of laying maintaining renewing repairing and replacing and cleaning such Service Media and making connections with them the person entering causing as little damage and inconvenience as reasonably possible and making good at its expense any damage caused to the Retained Land by such entry to the others reasonable satisfaction provided that this right will not extend to land which has been developed by the construction of buildings including shared access areas not intended to be made available for general use.

12.2.3 Of support and protection from the Retained Land.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

12.3 The following rights are reserved out of the Property for the benefit of the Retained Land and each and every part thereof.

12.3.1 The right to use all roads and footpaths on the Property necessary to gain access to and egress from the Retained Land with rights at reasonable times and on reasonable notice (except in the case of emergency) to go onto the Property for the purposes of inspecting maintaining renewing and repairing such roads and footpaths.

12.3.2 Subject to capacity to use as of right and at no consideration all appropriate Service Media and Services in over under or through the Property with rights to go onto such land for the purposes of laying maintaining renewing repairing and replacing and cleaning such Service Media and making connections with them provided that the Transferor shall (except in the case of emergency) give to the Transferee 14 (fourteen) days notice in writing of intention to carry out such works and in carrying out such works will comply with all reasonable requirements of the Transferee and shall erect fencing for the protection of the public around any parts of the Property where such works are to be carried out the person entering causing as little damage and inconvenience as reasonably possible and provided further that the Transferor shall reinstate the Property at its own expense immediately following such works to the satisfaction of the Transferee.

12.3.3 Of rights of support and protection.

Include words of covenant.

Restrictive covenants by the transferee

12.4 The Transferee for itself and its successors in title covenants with the Transferor for the benefit of the Retained Land not to use the Property otherwise than as public open space and recreational uses.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Restrictive covenants by the transferor

Other

12.5 It is hereby agreed and declared as follows :-

12.5.1 Section 62 of the Law of Property Act 1925 and the rule in "Wheeldon v Burrows" do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land by this Transfer except for those expressly granted or reserved by this Transfer.

12.5.2 The Transferee shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Retained Land or any part thereof for building or other purposes.

12.5.3 For the purposes of Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee.

12.5.4 The parties to this Transfer do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.5.5 The parties hereby agree and declare that where any boundary of the Property abuts a residential or commercial property and that boundary is not identified with an inward "T" mark on the plan the Transferee shall not be liable to maintain repair or renew any wall fence hedge or other boundary structure that divides the Property with any residential and/or commercial property nor shall be liable to make any financial contribution towards the cost of works of repair maintenance or renewal.

12.5.6 The parties shall (if so requested) consent to the roads and footpaths and/or Service Media and/or Services over or through which the rights granted or reserved in this Transfer are exercised becoming adopted and/or maintainable at the public expense and shall enter into all deeds agreements easements covenants and arrangements properly required by any relevant authority for the dedication and adoption thereof.

12.5.7 The rights granted or reserved by this Transfer shall cease to the extent that the roads and footpaths and/or Service Media and/or Services over or through which the rights are exercised become adopted and/or maintainable at the public expense.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – Joint property ownership and Practice Guide 24 – Private trusts of land for further guidance.

13 Execution

Signed as a Deed)
REDROW HOMES LIMITED)
acting by two attorneys in the)
presence of :-)

Attorney

BARRY STILES

Attorney

GAVIN HILL

Witness signature:

Diane Lee

Witness name and address:

DIANE LEE

Redrow Homes South West
Great Park Road
Bradley Stoke
Bristol

Executed as a Deed by affixing the)
Common Seal of NORTH SOMERSET)
DISTRICT COUNCIL in the presence)
of :-)

[Signature]

Head of Legal and Democratic Services

15386

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.


DATED

02 JULY

2012

**POWER OF ATTORNEY
TO EXECUTE DOCUMENTS
ON BEHALF OF
REDROW HOMES LIMITED
(SW Division)**

Certified as a true copy of the original
this 10th day of JUNE 2013


Solicitor for
Redrow Homes Limited
Redrow House
St David's Park
Flintshire CH5 3RX

THIS POWER OF ATTORNEY is made on the 2 July 2012
BY: REDROW HOMES LIMITED (Company Registered Number 01990710) whose
registered office is situate at Redrow House St. David's Park Flintshire CH5 3RX ("the
Company")

WITNESSES AS FOLLOWS:-

1. The Company hereby **Appoints** the persons whose names and addresses are set out in the Schedule hereto (the "**Attorneys**") jointly and severally to be the true and lawful attorneys of the Company and in the name of the Company to act on its behalf to sign or seal, execute and deliver any deed or document necessary or desirable in connection with:
 - 1.1 Any contract option conveyance transfer or lease of any freehold, commonhold or leasehold property which the Company intends to acquire or dispose of in accordance with its authorised authorities;
 - 1.2 Any planning agreement or unilateral undertaking required under Section 106 of the Town & Country Planning Act 1990 (as amended) in connection with the acquisition of property referred to in 1.1 above;
 - 1.3 Any contract conveyance transfer or lease of any freehold, commonhold or leasehold dwellings constructed or in the course of construction by or on behalf of the Company on its developments ("**the Properties**");
 - 1.4 Any agreement required to be completed under the Highways Act 1980, the Water Industry Act 1991, wayleave agreements and deeds of grant with telecommunications companies, statutory utility companies and other third parties in connection with the development of the Properties; and
 - 1.5 Any appointment of managing agents, contractors and consultants required to be so appointed (together with any warranties related thereto) in connection with the development of the Properties; and
 - 1.6 Any contract conveyance transfer or lease:
 - (a) in connection with an acquisition of any freehold, commonhold or leasehold dwelling ("a part exchange dwelling") by the Company as part of any transaction involving the sale or lease of

any dwelling constructed or to be constructed by or on behalf of the Company in respect of the Properties; and/or

(b) in the re-sale or other disposal of any part exchange dwelling.

- 1.7 Any deed of covenant, assignment, novation or letter of consent in respect of the properties or a part exchange dwelling.
 - 1.8 To rectify, vary, alter, amend, modify, revise, replace or substitute any deed or document referred to in Clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 above to which the Company is a party.
 - 1.9 Generally for all or any of the purposes mentioned above only to act as Attorneys of the Company provided that this Power of Attorney does not authorise the sale of land except under Clauses 1.1 and 1.3 above and shall be limited to and in conjunction as therein provided.
2. Any one of the Attorneys who is termed Managing Director, Regional Director or Finance Director in the Schedule together with any other Attorney may do or execute all or any of the documents acts or things referred to in clause 1 above, without prejudice to the Attorney's joint and several appointment.
 3. The Company agrees to ratify all acts done, deeds executed and contracts signed by the Attorneys on its behalf under the authority or purported authority of this power.
 4. The Company irrevocably and unconditionally undertakes to indemnify each Attorney and each of his or her agents and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the lawful exercise, or the purported exercise in good faith, or any powers conferred by this Power of Attorney.

EXECUTED as a DEED and DELIVERED

By **THE COMPANY** acting by

Director

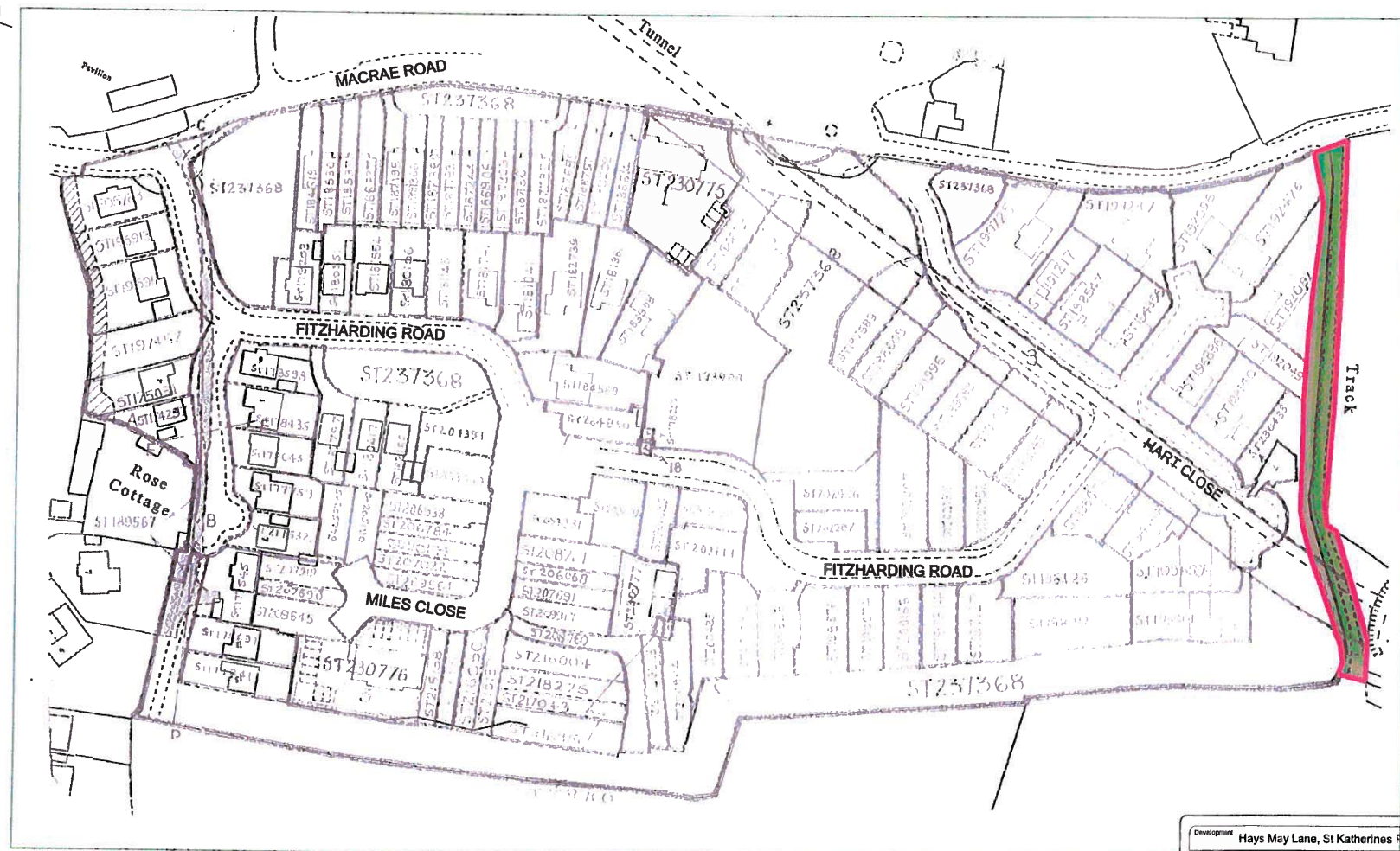
..... *H. Dane*

Director/Secretary

..... *[Signature]*

SCHEDULE

NAME	TITLE	ADDRESS
Graham Anthony Cope	Group Company Secretary/Legal Director	Redrow House, St David's Park, Flintshire CH5 3RX
Neil Robinson	Legal Director	Redrow House, St David's Park, Flintshire CH5 3RX
Gavin Hill	Technical Director	Redrow House, West Point, Great Park Road, Bradley Stoke, Bristol BS32 4QG
Keith Miller	Commercial Director	Redrow House, West Point, Great Park Road, Bradley Stoke, Bristol BS32 4QG
Robert Sowden	Construction Director	Redrow House, West Point, Great Park Road, Bradley Stoke, Bristol BS32 4QG
Barry Stiles	Regional Director	Redrow House, West Point, Great Park Road, Bradley Stoke, Bristol BS32 4QG
Lee Hawker	Land Director	Redrow House, West Point, Great Park Road, Bradley Stoke, Bristol BS32 4QG
Osian Lloyd	Company Solicitor	Redrow House, Copse Walk, Cardiff Gate Business Park, Cardiff Gate, Cardiff CF23 8RH
Graham Micklewright	Finance Director	Redrow House, Kinsall Green, Wilnecote, Tamworth, Staffordshire B77 5PX
Stuart Milligan	Group Planning Director	Redrow House, St David's Park, Flintshire CH5 3RX



Development: Hays May Lane, St Katherines Park, Ham Green		
Date of Issue: 30.01.13	Revision:	Scale: 1/1250 @ A3

ESTATE LAYOUT KEY	
— Transfer Boundary	

REDROW
HOMES
Redrow Homes South West

Director

Director / Secretary

4522
DATED 30th SEPTEMBER 1998

PLD
NAFC
25.2.98
0.7.2.98

NORTH SOMERSET DISTRICT COUNCIL

-and-

THE SECRETARY OF STATE FOR HEALTH

-and-

REDROW HOMES (SW) LIMITED

under Sections 106 and 299A of the
Town and Country Planning Act 1990

relating to the former
Ham Green Hospital, Ham Green, Easton-in-Gordano
North Somerset

M L Nicholson, Esq
Solicitor to the Council
North Somerset District Council
Town Hall
Weston-super-Mare BS23 1AE

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INDEX

FOR SECTION 106 AGREEMENT - HAM GREEN

THE PARTIES - Clause 2
DEFINITIONS - Clause 3
INTERPRETATION - Clause 4
RECITALS - Clause 5
COMMENCEMENT - Clause 6
STAT. PROVISIONS & COVENANTS - Clause 7
HIGHWAY PROVISIONS - Clause 8
DEDICATION - Clause 9
HAYS MAYS LANE - Clause 10
AFFORDABLE HOUSING - Clause 11
PUBLIC OPEN SPACE - Clause 12
THE WOODLAND - Clause 13
NATURE CONSERVATION - Clause 14
LIGHT RAPID TRANSIT SYSTEM - Clause 15
EMPLOYMENT LAND - Clause 16
PUBLIC ART - Clause 17
ARCHAEOLOGICAL MATTERS - Clause 18
THE ADAM & EVE WATER GATE - Clause 19
DRAINAGE TO ROCK COTTAGES - Clause 20
PROVISION OF CAR PARKING AT PUBLIC HOUSE SITE - Clause 21
DEMOLITION - Clause 22
THE FIRST SCHEDULE - The Works
THE SECOND SCHEDULE - Specifications
THE THIRD SCHEDULE - ILG.Vs
THE FOURTH SCHEDULE - P.O.S
THE FIFTH SCHEDULE - Commuted sums/late payment
THE SIXTH SCHEDULE - Terms and Conditions of Transfer
THE SEVENTH SCHEDULE -
Part I - Deed of Covenant (Registered Social Landlord)
Part II - Deed of Covenant (Transferee of Affordable Housing)
THE EIGHTH SCHEDULE - Deed of Covenant (The Woodland Trust)

DATE

1. THIS AGREEMENT is made the 30th day of September One thousand nine hundred and ninety-eight

PARTIES

- 2.1 NORTH SOMERSET DISTRICT COUNCIL of the Town Hall Weston-super-Mare BS23 1AE ("the Council")
- 2.2 THE SECRETARY OF STATE FOR HEALTH of Richmond House 79 Whitehall London SW1A 2NS ('the Secretary of State')
- 2.3 REDROW HOMES (SW) LIMITED (Company number 220870) whose registered office is Redrow House St David's Park Flintshire CH5 3PW ('the Developer')

DEFINITIONS

3. In this agreement in addition to the parties hereinbefore referred to the following words and expressions have the following meanings unless inconsistent with the context:
- 3.1 The "Act" shall mean the Town & Country Planning Act 1990
- 3.2 "The Adam and Eve Watergate" means the listed structure marked X on Plan Numbered 2
- 3.3 "Affordable Housing" means housing which is accessible to people whose income does not enable them to afford to buy or rent locally on the open market as defined in the Woodspring Local Plan
- 3.4 The "Application Land" shall mean the land at the former Ham Green Hospital Ham Green Easton-in-Gordano North Somerset edged red on Plan Numbered 1 in respect of which Hoddell Associates as agent for the Developer and the Secretary of State has made the Planning Application

- 3.5 "Archaeological Project Brief " means the brief so marked and attached at Appendix 1
- 3.6 "Car Parking Area 1" means 20 car parking spaces to be laid out and constructed on land which will form part of the Main Public Open Space and identified on Plan Numbered 3
- 3.7 "Car Parking Area 2" means 10 car parking spaces to be laid out and constructed in the position as identified on Plan Numbered 3 in accordance with the Part II Works of the First Schedule to this agreement and dedicated to the Council pursuant to clause 9
- 3.8 "Cascade Criteria" shall mean in order of priority :-
- 3.8.1 existing residents of North Somerset
 - 3.8.2 people with strong connections with the district of North Somerset needing separate accommodation
 - 3.8.3 people with a job offer in North Somerset who cannot take up the offer of employment due to the lack of Affordable Housing in the administrative area of North Somerset
 - 3.8.4 in the event that any one or more individual residential dwelling unit or units of Affordable Housing remain vacant for a period exceeding six months following the completion of each one of the six dwellinghouses to be constructed on the Rental Plots the Council agrees that such unit or units can be made available for occupation by persons who fulfill the criteria set out in sub-clauses 3.8.1 3.8.2 and 3.8.3 within adjoining local planning authority areas
- 3.9 "Certificate No.1" and "Certificate No.2" shall mean the certificates of completion referred to respectively in paragraphs 12 and 14 of the Second Schedule

NSSMR 40025

PROPOSAL SITE: Development at Ham Green Hospital

PROJECT BRIEF FOR AUGMENTED ARCHAEOLOGICAL WATCHING BRIEF

CONTACT: Vince Russett, North Somerset Planning and Environment Directorate
Tel: 01275 888523 Fax: 01275 888502 E-mail: environment.group@n-somerset.gov.uk

1 INTRODUCTION

- 1.1 Under Central Government Advice issued in Planning Policy Guidance Note 16 and Avon County Structure Plan (Third Alteration) Policy BE4A, the possible presence of archaeological structures and deposits on an application site has become a material consideration in the determination of such applications.
- 1.2 PPG16, as reflected in Policy BE4A, Woodspring Local Plan Policies ARCH 1 - 3, and details as laid out in the County Structure Plan Third Alteration (Explanatory Memorandum pp84 - 86) indicate that the conservation of the archaeological resource should be the primary goal of archaeological resource management (including the planning system).
- 1.3 These documents also lay out an appropriate staged archaeological response to the assessment of the archaeological potential of proposal sites. These include the provision (if appropriate) of an archaeological watching brief during the earthmoving and construction phase of the project.
- 1.4 The site at Ham Green lies in the middle of the area known to have comprised the site of the medieval pottery industry during the 12th to 14th centuries AD. The pottery industry at Ham Green is of national, if not international importance. Producing the first glazed wares made in the West Country, its existence is critical for dating medieval deposits in places as far apart as Bristol, south and central Wales, and the east coast of Ireland, especially Dublin.
- 1.5 Approximately 200m to the north-east of the application area, one area of wasters and burnt earth indicating a kiln site was recorded in 1965 (NSSMR3198); a kiln immediately to the east of the hospital site (NSSMR742) was excavated in 1959 and 1978; a large number of pottery wasters indicating a further possible kiln site have been recorded at Overhill Farm, Pill (NSSMR4930).
- 1.6 It is highly likely that examples of kilns from this industry survive in the core development area of the site: kilnfields by their very nature are usually dispersed, and in an industry lasting for at least 200 years as this one did, a considerable number of kilns might be expected to have survived. The site will thus a watching brief programme during the implementation of the permitted works.

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- 1.7 An initial geophysical survey of the Ham Green development site was carried out in advance of the planning application, and while successful in identifying sites in the periphery of the old Hospital site, the services in the core of the site itself prevented this technique from successfully identifying such areas of archaeological importance there.
- 1.8 A photographic recording programme of the standing buildings on the site, and the excavation and recording of a post-medieval building and dump of imported sixteenth century pottery identified in the geophysical survey have been carried out successfully.
- 1.9 The final project design for the works should be made available to, and agreed with, the Archaeological Officer (AO) before any works commence. It is strongly recommended that the guidance on archaeological design in *Management of Archaeological Projects* (English Heritage 1991) should be followed. Contractors should also follow the Institute of Field Archaeologists Code of Conduct.
- 1.10 In this particular project, by the nature of the archaeological potential of the site, and the current use and nature of the former development there, it has not proved possible to satisfactorily deal with all the issues arising from the potential existence of an archaeological site or sites of national importance within the development area (e.g. kilns and their associated structures and deposits). To address this, an agreement has been reached that a contingency fund shall be made available, and a formal agreement reached between the developer, the contractor and the LPA for a temporary cessation of works in the event of archaeological excavation and recording programmes proving necessary when such sites are identified in the course of the watching brief. The details of this contingency and cessation agreement are contained in paragraph 1.11 of this document. Such excavation and recording work will be carried out according to a project brief agreed with the LPA.
- 1.11 The contingency fund shall be the sum of £35,000, such monies to be drawn upon in the event of sites being revealed in the watching brief requiring full excavation and recording. The period for cessation of works shall be no more than six weeks (unless a longer period is otherwise agreed between the contractor and the developer). The area in which this cessation occurs shall be agreed between the contractor, the developer and the LPA based upon the nature of the works required. In any event, the AO should be informed immediately the contingency procedure is invoked.
- 1.12 Contractors are advised to satisfy the requirements of Health and Safety legislation in the course of their project design. This brief, however, is solely concerned with planning and archaeological issues, and does not address Health and Safety issues, nor will the authority accept liability for such.

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2. NATURE OF WORKS (WATCHING BRIEF)

- 2.1 The watching brief should characterise and identify archaeological structures or deposits not previously identified in the area. While it is recognised that the special conditions of a watching brief may impose limitations on the scope and quality of archaeological recording, the contractor will be expected to carry out such works to the highest professional standard possible in recording both these sites and those previously known. Archaeologists should be on site at all times during the earthmoving phase of the project when works are being carried out. To enable this to be carried out, the applicant and the contractor will need to demonstrate that a work programme has been drawn up and agreed between themselves and the LPA.
- 2.2 The archaeological evidence revealed should be recorded by written, drawn, photographic and all other appropriate means. Where feasible, the archaeological structures and deposits revealed should be recorded at least by plans at 1:20 scale or greater, and by sections at 1:10 scale or greater. Sites and structures revealed should be recorded by scaled photograph, and located relative to the National Grid and Ordnance Datum.
- 2.3 Artefacts recovered during excavation should be appropriately labelled, cleaned, marked and packaged in preparation for long term storage. In particular, detailed project design should address the need to obtain information and guidance from the appropriate Area Museums Council designated museum for the area containing the site, regarding any conditions for deposition of finds, in this case, Weston-super-Mare Museum. The landowner should be appraised of the ownership of finds made, and encouraged to deposit them in the appropriate museum or other storage facility. Arrangements should be made for conservation of any artefacts recovered where appropriate.
- 2.4 Works undertaken under the invoked contingency procedure will be subject to a separate project brief (see paragraph 1.10 above)

3. RESULT OF WORKS

- 3.1 On the completion of fieldwork, the contractor should provide the commissioner of the project and the CAO with a brief written resume of the results of the archaeological works.
- 3.2 The site records should be compiled to produce an archive, whose minimum accepted standard should be that defined by English Heritage (EH 1991). Arrangements should be made for the eventual deposition of the archive with the finds from the evaluation in the appropriate Area Museums Council designated museum for the area, in this case, Weston-super-Mare Museum.

CK
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3.3 A report on the watching brief should be prepared containing the following elements:

- a summary of the aims and methodology of the works
- a summary of the archaeological conclusions which can be drawn from the recorded and analysed data, with the necessary supporting evidence in the form of plans, sections, photographs, descriptive text, specialists reports and/or other appropriate material. This should include the conclusions reached on the nature, date and degree of survival of the archaeological and/or palaeoenvironmental structures and deposits recorded on the application site
- a statement of the final place of deposition of finds and archive, especially if not as detailed in 3.2 above

3.4 Commissioners of archaeological work should be aware that these works are carried out for the purpose of *informing* the planning process. Recommendations during the planning process on the archaeological importance of, and the necessity for future archaeological programmes (or absence of such) for sites, will normally only be made by the Archaeological Officer. These recommendations will be informed by the results of such programmes of archaeological survey and investigation, together with all other appropriate considerations. Commissioners are strongly advised to discuss the implications of the archaeological results with the AO as early as possible.

3.5 Copies of the report should be deposited with the local authority case officer (1 copy), the Archaeological Officer (1 copies) and with the North Somerset Museum Service at Weston-super-Mare Museum (1 copy).

Vince Russett
Archaeological Officer
23 March 1998

NSSMR601-4-3 Project brief for augmented archaeological watching brief

THIS BRIEF IS APPROPRIATE TO, AND ONLY APPROPRIATE TO, THE SITE, PLANNING APPLICATION OR PROJECT NAMED AT THE HEAD OF THE DOCUMENT FOR WHICH IT HAS BEEN SPECIFICALLY WRITTEN. THIS BRIEF IS CURRENT FOR THREE CALENDAR MONTHS FROM THE APPENDED DATE UNLESS OTHERWISE STATED.

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- 3.10 "Cyclepath(s)" means a connecting network of ways with a right of way on pedal cycles (excluding pedal cycles which are motor vehicles within the meaning of the Road Traffic Act 1972) and with a right of way on foot as shown between points G-H and K-L as shown on Plan Numbered 5 and a route between points G-M and N-O the letters being identified on Plan Numbered 5
- 3.11 "Dedication Land" shall mean the land at the former Ham Green Hospital Ham Green Easton-in-Gordano North Somerset shown in principle hatched black on Plan Numbered 3 or such other area as may be agreed by the Council and the Developer
- 3.12 "Development" shall mean the development authorised by the Planning Permission
- 3.13 "Director of Housing" shall mean the Director of Housing and Social Services of the Council or her duly authorised deputy or any successor in function
- 3.14 The "Director of Planning" shall mean the Director of Planning and Environment for the time being of the Council or his duly appointed deputy or any successor in function
- 3.15 "Employment Generating Uses" means any use for which planning permission is granted under the Act (other than a use falling within Class C3 of the Town & Country Planning (Use Classes) Order 1987) which generates significant employment in relation to such use
- 3.16 "Employment Land" means the area of land edged brown on Plan Numbered 2 forming part of the Land
- 3.17 "Footpath(s)" means a connecting network of ways with a right of way on foot only as shown on Plan Numbered 5

- 3.18 "the Green" means the area of land situate within the Land in the position shown for identification purposes only edged green and marked "the green" on Plan Numbered 2
- 3.19 "Highway Open Space" means the areas marked 'G' 'H' 'J' 'K' 'L' 'M' and 'O' and edged red on Plan Numbered 2
- 3.20 The "Junior Playing Pitch" and "the Senior Playing Pitch" means the two playing pitches to be laid out within the curtilage of and forming part of the Main Public Open Space in the positions as drawn on Plan Numbered 2
- 3.21 "Heads of Terms of the Mitigation Management and Monitoring Plans" means the draft plan annexed to this agreement at Appendix 2
- 3.22 "L.R.T" means a light rapid transit system proposed to run from Portishead to Bristol utilising in part the disused railway line running underneath the Land
- 3.23 The "Land" shall mean the Application Land (other than the area hatched red on Plan Numbered 1) and the Dedication Land
- 3.24 "the Lodge" means the existing building shown for identification purposes marked 'Z' on Plan Numbered 2
- 3.25 The "Maintenance Period" shall mean a period of twelve months from the date of the issue of Certificate No.1 but if at the end of that period the Director of Planning forms the view that he cannot issue Certificate No.2 the Maintenance Period shall include such further period as shall elapse until the issue of Certificate No.2
- 3.26 "Main Public Open Space " means the areas of Public Open Space so marked to be situate within the Land in the positions shown for identification purposes only edged green on Plan Numbered 2 and including for the avoidance of doubt the Junior Playing Pitch and the Senior Play Pitch

SCHEDULE 1
MITIGATION PLAN FOR HAM GREEN HOSPITAL SITE

(a) Intended Approach to Mitigation:

- (i) Avoidance of Impacts (eg. from land take, demolition, site construction, site operation, decommissioning)
 - Environmental site management during demolition and construction
 - Physical measures to avoid impacts during demolition and construction
 - Incorporation and protection of existing features within the development layout
 - Management of nature conservation features
 - Continued provision of opportunities for public access
- (ii) Management or Reduction of Impacts (Control of Impacts):
 - Controlling sources of impact during all phases of development
 - Habitat repair and species restoration
 - Transplantation (salvaging and moving habitats and species)
- (iii) Compensation for features to be lost or damaged
 - Habitat improvement for existing features of low quality on site
 - Habitat creation to replace features lost
 - Habitat and species restoration
 - Provision of artificial wildlife features (eg. Bat roost and Barn owl boxes)
- (iv) Provision of environmental enhancement
 - Habitat improvement for existing features of low quality on site
 - Habitat creation to create new additional features
 - Habitat and species restoration
- (v) Combination of the above
- (vi) Situations where no mitigation is or can be offered

(b) Indication of the Expected Success of Mitigation

- (i) Technical Feasibility of Proposed Measures
 - well proven (well researched, tried and tested)
 - problematic (no certainty of success)
 - difficult (few examples and/or rarely successful)
 - not possible (no success recorded to date)
 - unknown and/or untried
- (ii) Qualitative Assessment of Measures Against Original Features Lost or Damaged
 - better (higher quality)
 - favourable (equal or comparable quality)
 - unfavourable (lower quality)
 - poor (not comparable)

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Schedule 1/Cont'd

- (iii) Quantitative Assessment of Measures Against Original Features Lost or Damaged
 - greater in size/number
 - equal in size/number
 - viable but less/smaller than original feature
 - unviable (too small to support proposed feature)
 - (iv) Timescale Before Mitigation Achieves Expected Success
 - less than 1 year (less than one growing/breeding season)
 - less than 5 years (less than aftercare period)
 - between 5 and 25 years (within one generation)
 - more than 25 years (eg. greater than one generation)
- (c) An Indication of Whether the Expected Success of the Mitigation Proposed is
- (i) Very High
 - (ii) High
 - (iii) Moderate
 - (iv) Low
 - (v) Very Low
 - (vi) None/Nil
- (d) Commitment to Mitigation: The means by which the planning authority can be assured that mitigation works will be implemented; including details of the following:
- (i) Method Statements for each Mitigation Measures
 - (ii) Extent and Location of the Intended Mitigation Measures
 - (iii) Timing/Sequence/Phasing of Implementing Mitigation Measures
 - (iv) Responsible Persons

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SCHEDULE 2
NATURE CONSERVATION MANAGEMENT PLAN

- (a) **Description and Evaluation of Features:** In order to plan for long term management of the site, details need to be submitted describing the nature conservation interest, importance and location of all:
- (i) features that are existing and already *in-situ*
 - (ii) features that will be enhanced and/or restored
 - (iii) features that will be created and/or moved
 - (iv) features that will be moved
 - (v) features that will be discouraged
 - (vi) existing and new artificial wildlife structures
 - (vii) features that will be provided for public access and recreation
- (b) **Trends and Constraints:** Description of ecological trends and constraints operating on site;
- (c) **Aims and Objectives:** Formulation of a clear statement as to why management is necessary and what features it relates to;
- (d) **Appropriate Management Options:** Options for management need to be reviewed to select appropriate options best fitted to achieving stated aims and objectives; these may include:
- (i) **Habitat Management** - including: options for non-intervention, limited intervention and active intervention;
 - (ii) **Species Management** - including: options for non-intervention, and encouragement, reduction or control of particular species;
 - (iii) **General Access & Recreation** including: options for open access, or partial, restricted, or no access;
- (e) **Prescriptions for Action:** Details of the conservation management methods to be employed on site.
- (f) **Preparation of Work Schedule:** Details of forward planning on the site, including:
- (i) A project register programming broad actions expected over a 5 year period;
 - (ii) An annual work plan which identifies specific action to be implemented in the coming year;
 - (iii) The means by which the programme will be rolled forward annually and how each new annual plan will be prepared.

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Schedule 2/Cont

(g) **Annual Work Plan (1 yr):**

- (i) **Specific Actions:** The techniques and practices to be used for each element of habitat and species management, including where appropriate:
- Manual operations
 - Machine operations
 - Use of grazing animals
 - Provision of any necessary physical structures necessary to implement management (eg. stock fencing)
 - Other
- (ii) **Materials:** (eg. herbicides)
- (iii) **Tools and machinery:** The types of equipment and tools necessary for management;
- (iv) **Timing of Works:** The timetable for implementation of all management operations;
- (v) **Extent and location of works:** The location shown clearly on an appropriate scale plan of each feature covered by a management operation (eg. ponds, hedgerows, areas of grassland);
- (vi) **Disposal of Wastes:** The means by which waste material and/or by-products arising from the conservation management of existing habitats will be disposed of (for example disposal of grass cuttings, and of brush and timber from any woodlands/scrub management).
- (h) **Responsible Persons:** The personnel responsible for management operations, with details of site supervision, and the proposals for the remit and formulation of a management steering group.
- (i) **Monitoring:** The means by which conservation management operations will be monitored and consequently reported - thereby measuring success and, if necessary, informing and triggering any changes and/or improvements in management operation;

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SCHEDULE 3
MONITORING PLAN FOR HAM GREEN HOSPITAL SITE

- (a) **Purpose of Monitoring:** A clear statement of the proposed purpose for monitoring (eg. effectiveness monitoring).
- (b) **Project Aims and Objectives:** A clear statement of aims and objectives for monitoring, indicating how they relate to and integrate with the conservation management activities planned for the project.
- (c) **Thresholds:** Details and justification for selection of (...Biological thresholds....) or (...Management thresholds...).
- (d) **Targets and Performance Standards:** A clear statement of conservation targets along with a justification for any associated performance standards/success criteria.
- (e) **Indicators:** Demonstration that indicators to be selected are appropriate for the stated purpose, aims and objectives for monitoring. Such indicators should then also satisfy the following criteria:
- be capable of detecting achievement or progress towards a stated conservation target;
 - be capable of detecting a problem or adverse trend before permanent harm occurs;
 - be capable of being studied with existing techniques;
 - be cost-effective;
- (f) **Methods for Sampling and Analysis:** Details of the methods to be employed for each element that is to be monitored. These details should include:
- (i) The type of environmental data to be studied with a clear statement of the indicators, thresholds and techniques to be employed for one or more of the following:
- Botanical data
 - fauna data
 - soil data
 - management data
- (ii) The proposed methods of desk top analysis and interpretation of field data.
- (g) **Location of Works:** The location of all elements of the field sampling shown on an appropriate scale plan.
- (h) **Timing of Works:** The lifespan and timetable for each element of the monitoring programme.
- (i) **Responsible Persons:** The personnel responsible for each element of monitoring with details, where necessary, of qualifications and experience.

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Schedule 3/Cont

- (j) **Review of Results:** The means of regularly reporting results an the audience that will review and make decisions in light of those (eg. site manager or a purposely convened management steering group);
- (k) **Adaptive Management:** ~~Preparation of contingencies for adaptive management action~~ that will be 'triggered':
 - (i) when a management threshold is reached;
 - (ii) when a conservation target is achieved.

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- 3.27 The "Marketing Strategy" means a written report detailing a strategy for the disposal of the Employment Land for Employment Generating Uses the report to include agency arrangements an advertising campaign brochure together with commercial terms
- 3.28 "Mitigation Plan" "Nature Conservation Management Plan" and "Monitoring Plan" means plans to be prepared pursuant to clause 14 of this agreement each of the plans to include details of the following
- 3.28.1 Bat mitigation and conservation measures
 - 3.28.2 Barn owl mitigation and conservation measures
 - 3.28.3 Tree and hedgerow planting and management
 - 3.28.4 Measures for grassland translocation enhancement and management
 - 3.28.5 Measures for pond creation and/or enhancement
 - 3.28.6 Badger conservation measures
 - 3.28.7 Protection of all nature conservation features throughout the Development including during demolition
- 3.29 "Nominated Purchasers" means such persons as may be nominated by the Council in writing being persons listed on the Council's housing waiting list or otherwise in demonstrable need for Affordable Housing
- 3.30 "Old Nurses School" means the former Nurses School which is to be converted into nine flats for use as Affordable Housing and the location of which is shown for identification purposes marked 'Y' on Plan Numbered 2
- 3.31 "Open Market Value" means an opinion of the best price at which the sale of an interest in property would have been completed unconditionally for cash consideration on the date of valuation assuming :-
- 3.31.1 a willing seller

- 3.31.2 that prior to the date of valuation there had been a reasonable period
(having regard to the nature of the property and the state of the
market) for the proper marketing of the interest for the agreement of
the price and terms and for the completion of the sale
- 3.31.3 that the state of the market level of values and other circumstances
were on any earlier assumed date of exchange of contracts the same
as on the date of valuation
- 3.31.4 that no account is taken of any additional bid by a prospective
purchaser with a special interest and
- 3.31.5 that both parties to the transaction had acted knowledgeably prudently
and without compulsion
- 3.32 "Parks Manager" shall mean the Parks and Amenities Manager of the Council
or his duly authorised deputy or any successor in function
- 3.33 "Phase 1" and "Phase 2" means the two areas respectively edged blue and
edged orange on Plan Numbered 2
- 3.34 The "Planning Application" shall mean the application made by Hoddell
Associates as agent for the Developer and the Secretary of State (reference
number 97/0828) to the Council for planning permission for the
comprehensive redevelopment of the Land comprising demolition residential
employment and commercial development the construction of roads and
sewers cyclepaths and footways associated landscape works laying out and
provision of two football pitches and the provision of associated car parking
facilities
- 3.35 The "Planning Permission" shall mean the consent given in respect of the
Planning Application in the form of the specimen attached and shall include
all approvals granted thereunder



CERTIFICATE SENT TO:

Hoddell Associates
Tickton Lodge
8, Bellevue Road
Clevedon
Somerset
BS21 7NT

Car: D

No: 97/0828

GR: 35315 17555

TOWN AND COUNTRY PLANNING ACT 1990

THE DISTRICT COUNCIL OF NORTH SOMERSET, being the PLANNING AUTHORITY for the said District, hereby GRANT CONDITIONAL PERMISSION, pursuant to the provisions of the Town and Country Planning Act 1990, for the application by Redrow Homes (SW) Ltd, Redrow House, West Point, Great Park Road, Almondsbury, Bristol, BS12 4QG

dated the 1st April 1997 in accordance with the following particulars:

Parish:	Easton-in-Gordano
O.S. Plot No(s):	
Position and nature of proposal:	<p>Comprehensive redevelopment of former hospital site comprising of:</p> <ol style="list-style-type: none"> 1. Demolition of all existing form hospital buildings (with the exception of Ham Green House, the Mortuary, the Lodge House, the former Nurses School, Orchard View, Somerset Lodge and Rehabilitation Unit); 2. the erection of 123 dwellings with garages; 3. the erection of 18 purpose built self-contained flats; 4. the conversion of the former Nurses School to form 9 self-contained flats; 5. the erection of a 56 bed nursing home and caretaker's lodge; 6. the erection of a public house and restaurant; 7. the erection of 5 office buildings (totalling 5,945 sq m floorspace); 8. the construction of roads and sewers, cyclepaths and footways; 9. the carrying out of associated landscape works; 10. the laying out and provision of two football pitches; 11. the provision of associated car parking facilities; <p>at Ham Green Hospital, Pill.</p> <p>The applicant is advised that this application has been approved on the basis of the plans as listed on the attached sheet:</p>

Permission is granted subject to the following conditions:

- 01 The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

/Conditions 02 - 31 see attached sheets ...

(see over)

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The conditions overleaf has/have been imposed for the following reasons:

- 01 In accordance with the provisions of Section 91 of the Town and Country Planning Act 1990.
- 02 In the interests of ensuring that the development harmonises with existing development.
- 03 To ensure that materials to be used are acceptable.
- 04 To ensure adequate access is available for each occupier.
- 05 To ensure that each dwelling is provided with parking and garage space to the satisfaction of the Local Planning Authority.
- 06 To ensure that each property is provided with car parking to the satisfaction of the Local Planning Authority and it is used for no other purpose.
- 07 To ensure that the design of the cyclepath is acceptable.
- 08 To ensure that proposed cycle parking is provided.
- 09 To ensure that a satisfactory landscaping scheme is prepared.
- 10 To ensure that a satisfactory landscaping scheme is implemented.
- 11 To protect trees and hedges during development works.
- 12 To ensure maximum protection of trees during site works.
- 13 To ensure as far as possible that the landscaping scheme is fully effective.
- 14 To ensure that any screen fence or wall is erected in the interests of visual amenity and the privacy of the occupiers of that property.

Reasons 15 to 31 and notes see attached sheet

Dated:

Address:

P.O. Box 143, Town Hall
Weston-super-Mare
BS23 1EY

Director of Planning & Environment

NOTES

This permission does not purport to convey any approval or consent which may be required by any by-law, order or regulation or any enactment other than the Town and Country Planning Act 1990.

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 78(1) of the Town and Country Planning Act 1990, within six months of the date of this notice. Appeals must be made on a form which is obtainable from the Planning Inspectorate, Tollgate House, Houlton Street, Bristol, BS2 9DH. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the London borough or county district in which the land is situated as the case may be, a purchase notice requiring the council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

3. In certain circumstances a claim may be made against the local planning authority for compensation where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

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Permission is granted subject to the following conditions (continued):

- 02 The development hereby permitted shall not be carried out otherwise than in complete accordance with the approved plans and specifications (unless amended plans and specifications are first submitted to and approved by the Local Planning Authority).
- 03 No work shall be commenced until samples of materials have been submitted to and approved by the Local Planning Authority.
- 04 No dwelling or building shall be occupied until the roads shown on the approved plans, including footpaths and turning spaces where applicable, have been constructed in such a manner that each dwelling or building is served by a properly consolidated and surfaced footpath and carriageway between the dwelling or building and existing highway.
- 05 No house shall be occupied until space for one garage and one parked car has been provided for it together with vehicular access thereto in accordance with the approved plans. The access and spaces for garage and parking shall be used for no other purpose, and shall be maintained for this purpose unless otherwise agreed in writing by the Local Planning Authority.
- 06 No flat, or other building shall be occupied until the car parking area has been provided for it together with vehicular access to it in accordance with the approved plans. The car parking area shall not be used for any other purpose, and shall be maintained for this purpose unless otherwise agreed in writing by the Local Planning Authority.
- 07 Details of the proposed cyclepath to Watchhouse Road, including its width and surfacing have been submitted to and approved by the Local Planning Authority.
- 08 The proposed cycle parking at the public house shall be provided in accordance with the approved plans prior to the use of that building commencing.
- 09 No development shall take place on the offices, nursing home or public house/restaurant until details of a landscaping scheme have been submitted to and approved by the Local Planning Authority in writing.
- 10 All works comprised in the approved details of landscaping shall be carried out during the months of October to March inclusive following occupation of the dwellings or completion of the building to which it relates, whichever is the sooner.
- 11 Trees or hedges chosen for retention in the landscaping scheme shall not for the duration of the development works or subsequently be damaged or destroyed, uprooted, felled, lopped or topped without prior written consent of the Local Planning Authority.
- 12 For the duration of the development works existing trees and hedges to be retained shall be protected by a suitable barrier erected and maintained at a distance from the trunk or hedge specified by the Local Planning Authority. The Authority shall be informed at least seven days before works start on site so that barrier positions can be established. Within this protected area there shall be no excavation, tipping or stacking, nor compaction of the ground by any other means.
- 13 Trees, hedges and plants shown in the landscaping scheme to be retained or planted which, during the development works or a period of ten years following full implementation of the landscaping scheme, are removed without prior written consent from the Local Planning Authority or die, become seriously diseased or are damaged, shall be replaced in the first available planting season with others of such species and size as the Authority may specify.
- 14 Any boundary fence or screen wall shall be provided on the plot to which it relates prior to the occupation of that building.
- 15 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, or any Order revoking and re-enacting that Order, no extensions or external alterations to the dwellings shall be carried out without the permission of the Local Planning Authority.
- 16 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, or any Order revoking and re-enacting that Order, no gates, fences, walls or other means of enclosure shall be erected or constructed in front of the forwardmost part of the front of the dwelling, other than those expressly authorised by this permission without the permission of the Local Planning Authority.

/Conditions 17 to 31 see attached sheet...

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The conditions overleaf has/have been imposed for the following reasons: (Cont'd)

- 15 The Local Planning Authority wish to retain control over extensions in order to maintain the integrity and appearance of this development and because the site lies within the Green Belt where the floor size is restricted and based upon the floor area of buildings previously on the site.
- 16 To ensure that any form of enclosure to the front gardens of dwellings is carried out in a co-ordinated manner.
- 17 To protect the future occupiers of nearby residential properties from noise and disturbance.
- 18 To protect the future occupiers of nearby residential properties, highway users and wildlife from light disturbance and danger.
- 19 To protect the occupiers of nearby residential properties, highway users and wildlife from light disturbance and danger.
- 20 To protect the future occupiers of the properties on Plots 1-7 from cricket balls.
- 21 To protect the railway tunnel which runs under the site.
- 22 To ensure that the development is served by a satisfactory system of surface water drainage.
- 23 For avoidance of doubts over the scope of this permission which does not give approval for the surface water outfall which could adversely affect nature conservation interests.
- 24 To ensure that the surface water drainage from these car parking areas is not contaminated.
- 25 To ensure that an acceptable replacement bat roost is provided before the existing one is demolished.
- 26 To ensure that a scheme is submitted and approved and to protect the amenities of nearby residents.
- 27 To ensure that a scheme is submitted and approved and to protect the amenities of nearby residents.
- 28 The Local Planning Authority wishes to program its staff resources to enable monitoring and recording of the development.
- 29 So that records may be made before the archaeological remains are affected by the development.
- 30 To ensure that the historic garden walls are retained and not removed without the prior approval of the Local Planning Authority.
- 31 To ensure that the bus shelter is provided.

NOTES

You are advised that:-

1. There may be asbestos on the site and this must be removed in accordance with Health and Safety guidelines and other environmental considerations.
2. There may be a risk of ground contamination from the use of the incinerator and oil.
3. A formal diversion of public footpath LA2/57 will be required.
4. Land drainage consent is required from the Environment Agency for proposed works or structures in, under or within 8 metres of the River Avon.

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No: 97/0828

Permission is granted subject to the following conditions (continued):

- 17 Noise from any fixed plant and machinery from any of the commercial buildings shall be inaudible at the boundary of the nearest residential properties.
- 18 No amplified sound systems or public address systems shall be used outside the public house/restaurant at any time.
- 19 A lighting contour plan for any security and/or floodlighting for any of the commercial buildings and flats shall be submitted to and approved by the Local Planning Authority prior to the lighting being provided and once provided it shall be maintained in accordance with the approved details.
- 20 The proposed cricket net at the rear of plots 1-7 shall be provided in the rear gardens of those properties in accordance with the approved details prior to the occupation or use of any of those properties and once erected it shall thereafter be retained and maintained at all times.
- 21 No building or structure shall be erected over or within 10 metres of the centre line of the railway tunnel that passes under the site without the prior written approval of the Local Planning Authority.
- 22 No development shall take place until details of land drainage have been submitted to the Local Planning Authority.
- 23 No development shall take place until details of the construction of the surface water, drain and outfall have been submitted to and approved by the Local Planning Authority.
- 24 No development shall be undertaken on the proposed offices and public house until drainage details of the car parking areas which incorporate a positive surface water drainage system including an interceptor have been submitted to and approved by the Local Planning Authority.
- 25 'A' ward shall not be demolished until such times as an alternative bat roost has been provided in accordance with a scheme which has first been submitted to and approved by the Local Planning Authority and once provided the alternative roost shall be retained.
- 26 No controlled burning of demolition waste shall be undertaken on site unless it is in strict accordance with a scheme which has first been submitted to and approved by the Local Planning Authority.
- 27 No demolition or crushing shall take place except in accordance with an approved scheme details of which shall include the crushing machine and details of the controlled burning and crushing operations shall only take place between 0800 hours and 1700 hours Monday to Friday and at no other time.
- 28 No excavation work shall be undertaken until the Local Planning Authority has been given at least 21 days written notice of the intention to start work.
- 29 The developer shall afford access at all times to any archaeologist nominated by the Local Planning Authority, and shall allow him to observe the excavations and record items of interest and finds.
- 30 The existing walls shown to be retained on the approved plans within the commercial area shall be retained at all times and shall not be removed without the prior written approval of the Local Planning Authority.
- 31 The proposed bus shelter (on site), shall be completed in accordance with the approved plans prior to the occupation of the 25th dwelling.

Dated:

Address:

P.O. Box 143, Town Hall
Weston-super-Mare
BS23 1EY

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HAM GREEN DEVELOPMENT

Planning Permission 97/0828

List of Plans Highways and Commercial

<u>Drawing No</u>	<u>Author</u>	<u>Title</u>	<u>Received</u>
<u>Highways</u>			
14346/0A/425 Version C	Parkman	Ham Green Access Road, mini roundabout	08.12.97
14346/0A/424 A	Parkman	Site location plan	03.11.97
14346/0S/33 Version A	Parkman	Off Site traffic calming details site 1	03.11.97
14346/0S/34 Version A	Parkman	Off site traffic calming details site 2	03.11.97
14346/0S/35 Version A	Parkman	Off site traffic calming details site 3	03.11.97
14346/0A/426, Version D	Parkman	Parking spaces and traffic calming buildout	16.03.98
14346/0S/48 Version A	Parkman	Ham Green House, proposed access	08.12.97
<u>Commercial Development</u>			
392-001 Rev L		Proposed site plan, commercial area	30.01.98
392-006 Rev B	Penrose	Proposed pub and restaurant	29.12.97
392-007 Rev E	Penrose	Proposed nursing home and lodge	23.02.98
392-024	Penrose	Proposed nursing home and lodge	02.02.98
392-009 Rev A	Penrose	Office unit A	29.12.97
392-010 Rev A	Penrose	Office units B and C	29.12.97
392-011 Rev B	Penrose	Office unit D	29.12.97
392-012 Rev A	Penrose	Office unit E	29.12.97
392-024	Penrose	Typical elevations treatment for office units	29.12.97
392-31	Penrose	Proposed enclosure of sub-station commercial area	30.01.98

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HAM GREEN DEVELOPMENT

Planning Permission 97/0828

List of Plans Landscaping Details

<u>Drawing no</u>	<u>Author</u>	<u>Title</u>	<u>Received</u>
392000 Rev D	P	Site location plan	23.02.98
392.22 Rev B	P	Bus shelter	30.10.98
392.026	P	Courtyards - proposed hard landscaping materials	29.12.97
392.32	P	Cross section Chapel Hill Lane	23.02.98
R.356:31A	CW	Sketch layout of play area	16.01.98
R.356:34	CW	Details of timber posts and rails	16.01.98
R.356:51	CW	Commercial area sheet 1 of 6	29.12.97
R.356:52	CW	Commercial area sheet 2 of 6	29.12.97
R.356:53B	CW	Commercial area sheet 3 of 6	23.02.98
R.356:54A	CW	Commercial area sheet 4 of 6	23.02.98
R.356:55	CW	Commercial area sheet 5 of 6	29.12.97
R.356:56B	CW	Commercial area sheet 6 of 6	30.01.98
<u>Structure Planting</u>			
R.356:10C	CW	Structure planting plan, sheet 1 of 5	16.03.98
R.356:11C	CW	Structure planting plan, sheet 2 of 5	16.03.98
R.356:12B	CW	Structure planting plan, sheet 3 of 5	23.02.98
R.356:13/B	CW	Structure planting plan, sheet 4 of 5	23.02.98
R.356:14	CW	Structure planting plan, sheet 5 of 5	23.02.98
<u>Housing Area</u>			
R.356:41A	CW	Housing area sheet 1 of 7	16.01.98
R.356:42A	CW	Housing area sheet 2 of 7	16.01.98
R.356:43A	CW	Housing area sheet 3 of 7	16.01.98
R.356:44A	CW	Housing area sheet 4 of 7	16.01.98
R.356:45A	CW	Housing area sheet 5 of 7	16.01.98
R.356:46B	CW	Housing area sheet 6 of 7	30.01.98
R.356:47A	CW	Housing area sheet 7 of 7	16.01.98
R.356:15D	CW	The Green, structure planting plan	16.03.98
R.356:04/1A	CW	Tree survey (centre)	
R.356:04/2D	CW	Tree survey (south east)	
R.356:04/3	CW	Tree survey (north west)	
	CW	Landscape specification document	29.12.97

CW = Chapman Warren

P = Penrose

S Exley 24/03/98

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HAM GREEN DEVELOPMENT

Planning Permission 97/0828

List of Plans - Residential Area

<u>Drawing no</u>	<u>Author</u>	<u>Title</u>	<u>Received</u>
392-003 Rev M	P	Proposed layout, housing area	23.02.98
392-005 Rev K	P	Proposed layout	23.02.98
392-025 Rev D	P	Proposed site plan, central area	30.01.98
		Finished floor level schedule	26.11.97
392-008 Rev B	P	New build flats	29.12.97
392-014 Rev A	P	Proposed flats conversion plans and elevations	22.04.97
392-017 Rev B	P	Court house type plots 21, 22, 50, and 71	30.01.98
392-018 Rev B	P	Court house type plots 54, 55, 62, 76 and 77	30.01.98
392-019 Rev D	P	Street elevations and flat plans 32-37	23.02.98
391-021		Corner house type	29.12.97
392-23	P	Sections through s.e. corner of housing area	29.12.97
392-27	P	Plan and elevation of sub station	29.12.97
392-28 Rev A	P	Boundary wall details (typical)	30.01.98
392-030	P	Courtyard house type elevations	30.01.98
		Materials schedule	12.03.98

House Types

F5H200 Rev B	R	The Beaufort floor plans	02.04.97
F5H200 Rev B	R	The Beaufort elevations	02.04.97
F4H191 Rev B	R	The Walsingham floor plans	02.04.97
F4H191 Rev B	R	The Walsingham elevations	02.04.97
F4H169 Rev C	R	The Mountbatten floor plans	02.04.97
F4H169 Rev C	R	The Mountbatten elevations	02.04.97
F4H150 Rev B	R	The Salisbury floor plans	02.04.97
F4H150 Rev B	R	The Salisbury elevations	02.04.97
F4H144 Rev C	R	The Gladstone	23.02.98
F4H139 Rev B	R	The Palmerston floor plans	02.04.97
F4H139 Rev C	R	The Palmerston elevations	02.04.97
F4H131 Rev C	R	The Shakespeare	23.02.98
F4H129 Rev B	R	The Curzon sheet 1	02.04.97
F4H129 Rev B	R	The Curzon sheet 2	02.04.97
F4H130 Rev B	R	The Livingstone	02.04.97
F4H115 Rev D	R	The Sheridan	02.04.97
F3H099 Rev B	R	The Shelley	02.04.97
F3H095 Rev A	R	The Blenheim III	02.04.97
F3H091 Rev C	R	The Keats	02.04.97
F/LG Rev B	R	Single garages	02.04.97
F/DG Rev B	R	Double garages	02.04.97

P = Penrose

R = Redrow

S Exley 24/03/98

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- 3.36 "Plan Numbered 1" "Plan Numbered 2" "Plan Numbered 3" "Plan Numbered 4" and "Plan Numbered 5" shall mean the plans annexed to this agreement and numbered accordingly
- 3.37 "Play Area" means an area of land comprising part of the Residential Public Open Space and forming part of area D on Plan 2
- 3.38 The "Programme" shall mean the programme prepared by the Developer and approved by the Council for carrying out the Works such approval not to be unreasonably withheld or delayed
- 3.39 "Public Art" means one or more individual pieces of art to be located within one or more areas of the Public Open Space or other parts of the Land to be transferred to the Council (but excluding those areas to be adopted or dedicated as highway car parking Cyclepaths and Footpaths) and provided in accordance with clause 17 of this agreement
- 3.40 "Public Open Space" means the areas of land comprising the following:-
- 3.40.1 Residential Public Open Space
 - 3.40.2 Main Public Open Space (including for the avoidance of doubt Car Parking Area 1 the Junior Playing Pitch and the Senior Playing Pitch)
 - 3.40.3 the Green
- 3.41 "Public Open Space Maintenance Period" means a minimum period of twelve months from the date each area of Public Open Space has been properly laid out and landscaped to the satisfaction of the Parks Manager acting reasonably or such longer period as referred to in Paragraph 1.4 of Part I of the Fourth Schedule to this agreement
- 3.42 "Registered Social Landlord" means a social housing provider as defined in Section 1 of the Housing Act 1996

- 3.43 'Rental Plots' means the plots (whether in one or more parcels) to be allocated for Affordable Housing for rent pursuant to clause 11 of this agreement
- 3.44 "Residential Land" means all of the Application Land other than the Employment Land and the land hatched red and the areas of land coloured blue as shown on Plan Numbered 1
- 3.45 "Residential Public Open Space" means the areas of land situated within the Land in the positions shown for identification purposes only edged green on Plan Numbered 2 including for the avoidance of doubt the Play Area each area of Residential Open Space being further identified by the letters A - F
- 3.46 "Rock Cottages Drainage Scheme" means proposals for the connection of Rock Cottages and any other residential properties currently connected to the drainage system as used as at the date hereof to the main drainage system to be provided in connection with the Development
- 3.47 "Secretary of State" ^{includes} ~~means~~ the successors in title to the Secretary of State in relation to the Employment Land
- 3.48 "Service Media" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and any other apparatus for the Services
- 3.49 "Services" means the supply of water electricity gas telecommunication facilities and the disposal of foul and surface water
- 3.50 "the Woodland" shall mean those areas hatched yellow cross-hatched yellow and stippled yellow on Plan Numbered 2
- 3.51 "Woodspring Local Plan" means the Woodspring Local Plan (Deposit Version) 1994 or such other local plan superseding it

3.52 The "Works" shall mean the works described in the First Schedule of this Agreement and "associated works" shall mean all related works properly required by the Council to assimilate the Works into the existing highway

INTERPRETATION

4. For the purposes of this agreement

4.1 The validity construction and performance of this agreement shall be governed by English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this agreement

4.2 Reference to any statute or statutory provisions includes a reference to:-

4.2.1. that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and

4.2.2 all statutory instruments or orders made pursuant to it whether before or after the date of this agreement

4.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies companies unincorporated associations and partnerships

4.4 Unless the context otherwise requires reference to any clause sub-clause or schedule is to a clause sub-clause or schedule (as the case may be) of or to this agreement

4.5 The headings in the document are intended for convenience only and shall not affect the construction or interpretation of this agreement

4.6 Any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title and in the case of any local authority shall also include any successor in function Any covenants obligations or other commitments given by more than one party shall be joint

and several and where any party consists of two or more persons obligations expressed to be made by or with that party are deemed to be made by or with such persons jointly and severally

- 4.7 It is the intention of the parties hereto that this agreement may be enforced by the Council against any person persons company or body whatsoever deriving title to the Land or any part of it as if the Council were possessed of adjacent land and as if this agreement had been expressed to be made for the benefit of such land
- 4.8 The remedies provided in this agreement are cumulative and not exclusive of any remedies provided by law

RECITALS

- 5.1 The Developer is registered with freehold title absolute under title number ST156547 of land and buildings on the north and south side of Chapel Pill Lane Ham Green Pill All which said area of land comprises (together with other land) the Application Land excepting the Employment Land (and the Blue Land) free from encumbrances
- 5.2 The Secretary of State is the freehold owner of the Employment Land which is subject to a contract dated the 14th March 1997 and made between the Secretary of State (1) the Developer (2) and is the freehold owner of the Blue Land
- 5.3 The Council has resolved to grant simultaneously with the exchange of this agreement Planning Permission in the form annexed hereto subject to certain terms and conditions and as the local planning authority and local highway authority for the area in which the Land is situated wishes to ensure that if the Development is commenced the local highway network is constructed and improved to accommodate the additional traffic likely to be generated by the

Development and/or ensure that highway safety is maintained on the local highway network and to regulate the Development and secure the matters hereinafter referred to

COMMENCEMENT

6. This agreement shall have effect upon the date upon which the Council grants the Planning Permission PROVIDED THAT unless and until the Developer and the Secretary of State implements the Planning Permission by the carrying out of a material operation (as defined in Section 56 (4) of the Act) or implements the Works (whichever shall be the earlier) nothing in this agreement shall oblige the Developer and the Secretary of State to comply with the covenants on their part contained in clauses 8-22 of this agreement

STATUTORY PROVISIONS AND COVENANTS

- 7.1 This agreement will be registered as a Local Land Charge and is entered into pursuant to Section 106 of the Act and in respect of the covenants given by the Secretary of State Section 299A of the Act Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and all other statutory and other enabling powers and shall be enforceable accordingly but without prejudice to all and any other means of enforcing them at law or in equity or by statute
- 7.2 The covenants and obligations created by this agreement are planning obligations for the purposes of Section 106 and Section 299A of the Act and are enforceable by the Council
- 7.3 Nothing in this agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or any other powers vested in the Council under any statute (already or in the future to be passed) or any government department public or competent authority or Court of competent jurisdiction

- 7.4 No failure or delay by the Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right power or remedy by the Council
- 7.5 If the Council requires to carry out all or any part of the Works in pursuance of its rights in the event of any default the Developer irrevocably authorises the Council and anyone appointed on its behalf (on giving reasonable notice except in cases of emergency) to enter any part of the Land reasonably required for that purpose
- 7.6 The Developer warrants that it has power to carry out the Works and ~~the Developer~~ ^{PC} ~~and the Secretary of State warrants that they have power~~ ^{GH} to undertake the ~~Development on their respective landholdings~~ ^{GH} within the Land ^{GH}
- 7.7 Any notices to be served or document to be submitted on or to any party to this agreement shall be in writing and shall be delivered or posted to that party at the address specified as theirs at the head of this agreement and in the case of the Council addressed to the appropriate officer referred to within this agreement
- 7.8 Until the obligations enforceable by the Council have been complied with the Developer and the Secretary of State (or the party carrying out the relevant part of the Development) will furnish the Council with full details (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition of all or any part of the Land including the name and address of the person to whom the disposition was made and the nature and extent of the interest disposed of to them within fourteen days of such disposal SAVE THAT in the event of a disposition of any individual dwelling comprising part of the Development this obligation will apply only if the information is specifically requested by the Council
- 7.9 No covenants and planning obligations contained in this agreement shall be binding upon the Secretary of State after it shall have parted with all its interest in the Employment Land and the Blue Land respectively

7.10 The Employment Land is Crown Land within the meaning of the Act

7.11 In accordance with and as limited by the terms of the said Agreement dated 14th

March 1997 made between the Secretary of State (1) and the Developer (2) the

Developer hereby agrees to indemnify the Secretary of State ^(including for the avoidance of doubt his successors in title) whilst it remains owner

~~of the freehold of the Employment Land~~ against all costs and losses of whatever

nature incurred by the Secretary of State as a result of the obligations contained on

the Secretary of State's part pursuant to this agreement

7.12 The Developer shall pay to the Council its proper and reasonable legal costs incurred in connection with this agreement

HIGHWAY PROVISIONS

8. The Developer with the intention that the following provisions shall bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will :-

8.1 Before commencement of the Development on Phase 1 or on Phase 2 or on any part or parts thereof or the commencement of Development on the Employment Land or on any part or parts thereof carry out and substantially complete the Part I Works and prior to the occupation of any dwelling building or structure on the Residential Land carry out and substantially complete the Part II Works and before commencement of Development on Phase 2 or on any part thereof carry out and substantially complete the Part III Works and within three months of the commencement of Development on Phase 2 or on any land to the north of Chapel Pill Lane or any part thereof carry out and substantially complete the Part IV Works (in all cases to the stage when Certificate No. 1 may be issued) and prior to the commencement of Development on the Employment Land or within three months of commencement of Development on Phase 2 or on any part thereof (whichever is the earlier) construct a road between points Hi and E up to base

course level and in all cases at the Developer's expense and to the satisfaction of the Council and that in doing so the Developer will observe the terms and requirements set out in the Second Schedule

8.2 Prior to the occupation of any building on the Employment Land carry out and substantially complete the Part I Works the Part II Works and paragraph 4 of the Part III Works and the Part V Works to the stage when Certificate No. 1 may be issued and at the Developer's expense and to the satisfaction of the Council and that in doing so the Developer will observe the terms and requirements set out in the Second Schedule

8.3 Before commencing any part of the Works or the Development enter into a Bond with a reputable Surety approved beforehand by the Council for four hundred and sixty thousand pounds (£460,000) to the effect that if the Developer defaults in any way in carrying out its obligations under this agreement then the Council may call upon the Surety to meet the cost of the Council remedying the said default

8.4 Before commencing any part of the Works or the Development pay to the Council twenty-three thousand pounds (£23,000) towards the expenses to be incurred by the Council in supervising the execution of the Works

8.5 If the Developer commences any part of the Works or the Development without producing a Bond in accordance with Clause 8.3 or complying with such alternative arrangements as the Council shall previously have agreed in writing it shall forthwith pay to the Council in cash the amount of the Bond specified in Clause 8.3 the amount of the supervision fee specified in Clause 8.4 (if not already paid) and an additional sum of £10 per centum of both those sums to cover the Council's costs of administration in respect of such payment PROVIDED THAT on the issue of Certificate No.2 the Council shall refund the amount of the Bond to the Developer

less any costs that the Council may have incurred in carrying out the obligations of the Developer under this agreement

- 8.6 Before commencing any part of the Works and without prejudice to the Developer's responsibilities as set out in this agreement submit to the Director of Planning for his approval (which will not be unreasonably withheld or delayed) the plan drawings Programme and details of contractor the Developer proposes to use for the Works

- 8.7 Comply with the provisions of Part III of the New Road and Street Works Act 1991 and associated codes of practice and co-operate with the Director of Planning in the carrying out of his duty to coordinate street works

- 8.8 Without prejudice to the Council's statutory and common law powers and rights hold the Council harmless and keep the Council indemnified from and against:

8.8.1 any claim for compensation charge expense or other demand (including any sums which the Council may be required to pay to any statutory undertaker under the provisions of the New Roads and Street Works Act 1991) arising at any time prior to the issue of Certificate No.2 in connection with or incidental to the carrying out or use of the Works or the Development

8.8.2 any claim for compensation under Part I or Section 20 of the Land Compensation Act 1973 arising in connection with or incidental to the carrying out or use of the Works or the Development and any charge or expense incurred by the Council arising out of any such claim

- 8.9 Effect and maintain public liability insurance cover in the sum of at least five million pounds (£5,000,000) or such larger sum as required by the Council with reputable insurers approved beforehand by the Council and before commencing the Works furnish the Council with certification of the insurance cover in such manner as the Council shall require and if called upon at any time by the Council supply the

Council with a copy of the insurance policy proof that it is in force and such other information relating to the policy as the Council shall reasonably require

- 8.10 Without prejudice to the Council's right to take action under Section 59 of the Highways Act 1980 or otherwise either reimburse to the Council the cost of repairing any damage caused to any highway maintainable at the public expense by any traffic arising from the carrying out of the Works or of the Development or alternatively (at the option of the Council) effect such remedial works as may be required by the Director of Planning
- 8.11 Pay to the Council forthwith upon demand its proper and reasonable costs in connection with all traffic regulation orders or consultation procedures required for the Development or the Works (which shall include but not necessarily be limited to the sum of £1,900 for the restriction to buses only at point H on Plan Numbered 3) and carry out forthwith any consequent physical works including associated works EXCLUDING physical works in relation to the bus turning area
- 8.12.1 Not to commence the Development or the Works until a scheme as provided for in the Third Schedule has been submitted to the Director of Planning for his approval in order to ensure so far as is reasonably practicable that all Heavy Goods Vehicles ("HGVs") entering and leaving the Land shall do so only via Ham Green from its junction with the A369 Pill Road to the entrance to the Land
- 8.12.2 The Secretary of State with the intention that the remaining provisions of this sub-clause 8.12.2 bind the Employment Land and every part of it into whosesoever hands it may come covenants with the Council to comply and observe the provisions of the Third Schedule
- 8.13 If the Works or any part of them fall within the scope of the Construction (Design and Management) Regulations 1994 (SI 1994 No: 3140) comply at all times with those Regulations and with any request by the Director of Planning for him to

inspect the Health and Safety Plan and prior to the issue of Certificate No.2 supply the Director of Planning with a copy of the sections of the Health and Safety Plan which relate to the Works

- 8.14 To the satisfaction of the Director of Planning at all times during the carrying out of the Development or the Works make provision to prevent mud and other materials from the Land being carried onto or deposited onto any public highway adjacent to or in the vicinity of the Land (to include but not be limited to the use of on-site wheel washing facilities if so required by the Director of Planning) by any vehicles and plant leaving the Land and to sweep those public highways at the end of each and every working day
- 8.15 Ensure that vehicular and pedestrian access is maintained at all times for the existing users of Chapel Pill Lane Hospital Road including those properties known as numbers 1 to 6 the Green and properties adjacent to the Land (together with public access) to and egress from Chapel Pill Lane and Hospital Road to and from the public highway
- 8.16 At all times to maintain a route for pedestrians and cyclists between points C and I on Plan Numbered 3
- 8.17 Not later than 6 months following the receipt of written notification from the Director of Planning confirming the route of the Cyclepath connecting footpath LA8/58 between points G and M and Watchhouse Road between points N and O on Plan Numbered 3 to construct that said Cyclepath and to improve that part of the access between points M and G on Plan Numbered 3 as necessary to properly accommodate cyclists PROVIDED THAT in any event the construction of that said Cyclepath shall not be required to take place prior to the commencement of the construction laying out and landscaping of the Main Public Open Space and to

transfer the said Cyclepath to the Council simultaneously with the transfer of the Main Public Open Space to it

- 8.18 Within the next planting Season (1 November to the 31 March) after the issue of Certificate Number 1 for the relevant part of the Works abutting the relevant areas of Highway Open Space (marked G, K, L and O on Plan Numbered 2) to layout and landscape those areas of Highway Open Space in accordance with detailed schemes previously approved by the Director of Planning who will have the right to carry out inspections and undertake the supervision of the laying out and landscaping of each of the said areas of Highway Open Space

- 8.19 At ^{its} ~~their~~ own cost and expense to maintain in a good and workmanlike manner to the satisfaction of the Director of Planning acting reasonably each relevant area of Highway Open Space laid out and landscaped pursuant to Clause 8.18 until such time as either the Director of Planning has issued a notice of satisfaction pursuant to clause 8.20 or the relevant part of the Works abutting the relevant areas of Highway Open Space have been adopted (whichever is the later) PROVIDED THAT any planting which dies or becomes diseased or for any reason fails to become established during such period shall be reinstated or replaced as necessary in the immediately following planting season (1 November to the 31 March) pursuant to the approved detailed scheme AND PROVIDED FURTHER THAT if 10% or more of the planting is reinstated or replaced then the said maintenance period referred to above shall be extended to the end of the next growing season being the 31 day of October immediately following the previous planting season

- 8.20 At the expiration of the said maintenance period referred to in clause 8.19 to give notice to the Director of Planning and subject to the Director of Planning being satisfied acting reasonably that each of the relevant areas of Highway Open Space

pursuant to clause 8.18 have been laid out and maintained pursuant to clause 8.19
he shall issue a notice of satisfaction for that relevant area

8.21 After either the issue of the notice of satisfaction pursuant to clause 8.20 or the parts of the Works abutting the relevant areas of Highway Open Space have been adopted (whichever is the later) each relevant area of Highway Open Space shall become public highway maintainable at public expense

8.22 Prior to the commencement of the Works or the Development pay to the Council the following sums

8.22.1 a contribution of £2,000.00 towards the cost of providing signs and markings at the bus turning area at point H on Plan Numbered 3

8.22.2 a contribution of £5,103 towards the cost of maintaining the Highway Open Space

8.22.3 a contribution of £1,800 towards the improvement of the off site bus shelter the location of which is shown on Plan Numbered 3

THESE sums to be indexed linked pursuant to Part I of the Fifth Schedule

8.23 Construct the network of Cyclepaths and Footpaths throughout the Residential Land in accordance with the Planning Permission and design specifications and phasing arrangements as approved by the Director of Planning and to offer such relevant Cyclepaths and Footpaths to the Council for adoption

DEDICATION

9. The Developer hereby further covenants with the Council that it will:-

9.1 with effect from the commencement of the Development or the Works whichever is the earlier dedicate the Dedication Land to the public for use as a highway for all traffic

9.2 if the title to the Dedication Land is registered at HM Land Registry forthwith at its own expense procure that a notice of this agreement including a reference to this

dedication is recorded on that title and a copy of the Land Registry entries are produced to the Council demonstrating that this has been done

- 9.3 if title to the Dedication Land is not registered at HM Land Registry forthwith procure at its own expense that this agreement is registered in HM Land Charges Registry and that proof of this is produced to the Council
- 9.4 prior to the issue of Certificate No.1 prepare and submit for the agreement of the Council a plan in a format acceptable to the Director of Planning showing the highway boundaries

HAYS MAYS LANE

10. The Developer with the intention that the following provisions shall bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will:-

- 10.1 Transfer to the Council the unmade up track known as Hays Mays Lane between points I and J on Plan Numbered 3 (and the Council will accept such transfer) as soon as possible after the issue of Certificate No. 2 relating to the part of the Works to Chapel Piff Lane
- 10.2 The transfer for Hays Mays Lane shall be prepared by the Developer's solicitors at their own cost and expense for approval by the Council such approval not to be unreasonably withheld or delayed
- 10.3 The Council's reasonable legal costs in the sum of £250.00 shall be payable by the Developer's solicitors

AFFORDABLE HOUSING

11. The Developer with the intention that the following provisions bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will

- 11.1 Affordable Housing for Rent

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- 11.1.1 identify Rental Plots within the Residential Land of sufficient area for the construction of six dwellinghouses for the use as Affordable Housing and submit to the Council detailed plans delineating the exact location of the Rental Plots for approval by the Director of Housing and the Director of Planning such approval not to be unreasonably withheld or delayed
- 11.1.2 submit to the Director of Planning detailed designs of the dwellinghouses of Affordable Housing for rent proposed to be constructed on the Rental Plots for approval such approval not to be unreasonably withheld or delayed and not to construct or allow or permit to be constructed any dwellinghouse of Affordable Housing for rent until such time as the detailed designs have been approved by him
- 11.1.3 prior to the 21st occupation of any dwelling within the Residential Land offer unconditionally to transfer to a Registered Social Landlord the Rental Plots for the construction by it of six dwellinghouses for use as Affordable Housing for rent at a consideration that will not prevent hinder or restrict the construction of or the rental of those dwelling units as Affordable Housing
- 11.1.4 procure that the Registered Social Landlord enters into a deed with the Council simultaneously with the completion of the transfer of the Rental Plots to it in the form set out in Part I of the Seventh Schedule to this agreement
- 11.1.5 not construct on the south side of the main access road and Chapel Pill Lane more than 60 residential dwelling units to be sold at Open Market Value until such time as the first three units of Affordable Housing have been constructed on the Rental Plots and substantially completed and thereafter not to construct more than 57 further residential dwelling units on the south side of the main access road and Chapel Pill Lane to be sold at Open Market

Value until such time as the remaining three units of Affordable Housing have been constructed on the Rental Plots and substantially completed

11.1.6 if a Registered Social Landlord refuses to take a transfer of the Rental Plots pursuant to clause 11.1.3 give written notice of this fact to the Director of Housing and to the Director of Planning and simultaneously submit to them full evidence of the steps and negotiations undertaken to transfer the Rental Plots to a Registered Social Landlord and upon the Director of Housing and the Director of Planning being satisfied acting reasonably that the Developer has used all reasonable endeavours to transfer the Rental Plots to a Registered Social Landlord they shall give notice in writing to the Developer that the Rental Plots may be used to construct Affordable Housing for sale and it is hereby agreed that

11.1.6.1 the Developer shall submit to the Director of Planning detailed designs of the dwellinghouses of Affordable Housing for sale proposed to be constructed on the Rental Plots for approval such approval not to be unreasonably withheld or delayed and not to construct or allow or permit to be constructed any dwellinghouse of Affordable Housing for Sale until such time as the detailed designs have been approved by him

11.1.6.2 the Affordable Housing for sale shall be constructed in accordance with all necessary consents and permissions in a good and workmanlike manner and in accordance with good modern practice

11.1.6.3 not more than 60 residential dwelling units to be sold at Open Market Value will be constructed on the south side of the

main access road and Chapel Pill Lane until such time as the first three units of Affordable Housing for sale have been constructed on the Rental Plots and substantially completed and thereafter not to construct more than 57 further residential dwelling units to be sold at Open Market Value on the south side of the main access road and Chapel Pill Lane until such time as the remaining three units of Affordable Housing for sale have been constructed on the Rental Plots and substantially completed

11.1.6.4 the covenants set out in sub-clauses 11.2.4 11.2.5 11.2.6 11.2.7 and 11.2.8 shall apply as if they were set out in full hereunder

11.2 Affordable Housing for sale

11.2.1 prior to the occupation of the 141st residential dwelling unit within the Residential Land to complete the conversion at no cost whatsoever to the Council in a good and workmanlike manner with sound materials and in accordance with all necessary consents and permissions the Old Nurses School into nine flats

11.2.2 not less than 10 working days prior to the commencement of the conversion of the Old Nurses School to notify the Director of Planning that the conversion works are to commence and the start date of those works

11.2.3 allow the Council its agents employees contractors and any person authorised by it at all reasonable times and upon reasonable notice to view the state and progress of the conversion of Old Nurses School into Affordable Housing

- 11.2.4 prior to the disposal of each and every one of the said flats to the first purchaser of the same
- 11.2.4.1 advise the Director of Housing in writing of the Developer's opinion of the Open Market Value of the property to be disposed of
- 11.2.4.2 the Council will within 14 days from the receipt of the opinion as to valuation notify the Developer in writing as to whether the Director of Housing agrees with that opinion
- 11.2.4.3 if the Open Market Value shall not be agreed between the Developer and the Director of Housing within 14 days then the Open Market Value shall be determined by an independent qualified surveyor of not less than 10 years standing and experienced in the valuation of residential properties in the area of the Residential Land who shall act as an expert and not as an arbitrator and who shall be appointed in default of agreement upon the application of either the Developer or the Council after the expiration of the said period of 14 days by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy and the costs (including those relating to his appointment) of such surveyor shall be in the experts award and settled accordingly

- 11.2.5 Not dispose of any one of the said flats at a consideration exceeding 80% of the Open Market Value as agreed or as determined by the independent qualified surveyor
- 11.2.6 Only sell the Affordable Housing to Nominated Purchasers in the order of priority pursuant to the Cascade Criteria PROVIDED THAT in each case the persons concerned have insufficient income and capital to purchase a property locally at Open Market Value at the time of their need or in the foreseeable future
- 11.2.7 Procure that each transferee of each one of the nine flats enters into a deed with the Council simultaneously with the completion of the transfer to that transferee of one of the flats in the form set out in Part II of the Seventh Schedule to this agreement
- 11.2.8 Upon the disposal of any one of the said flats submit to the Director of Housing within one month from the completion date of that disposal full details of the consideration at which such transaction was completed

PUBLIC OPEN SPACE

12. The Developer with the intention that the following provisions bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will comply with the provisions of Parts I II III and IV of the Fourth Schedule Parts I and II of the Fifth Schedule and the Sixth Schedule to this agreement

THE WOODLAND

13. The Developer with the intention that the following provisions bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will

- 13.1 Carry out the new planting to those parts of the Woodland cross hatched yellow and stippled yellow on Plan Numbered 2 in accordance with the woodland landscape scheme approved by the Council and shown on Drawing Numbers R356:11d and R356:10d respectively within twenty-four months of the commencement of Development on the Residential Land
- 13.2 In order that the Council is satisfied that the Woodland is being planted in accordance with the approved woodland landscaping scheme pursuant to sub-clause 13.1 allow the Park's Manager to enter onto the Residential Land to carry out inspections of the Woodland and if necessary undertake the supervision of the laying out and planting of the Woodland
- 13.3 At its own cost and expense maintain in a good and workmanlike manner to the satisfaction of the Park's Manager the planting in the Woodland for a period of 12 months PROVIDED THAT any planting which dies or becomes diseased or for any reason fails to become established during the said 12 month period shall be re-instated or replaced as necessary in the immediately following planting season (1 November to the 31 March) with planting of the same size and species and pursuant to the approved woodland landscaping scheme AND PROVIDED FURTHER THAT if 10% or more of the planting is re-instated or replaced then the said 12 month period shall be extended to the end of the next growing season being the 31 day of October in every year immediately following the previous planting season
- 13.4 At the end of the said 12 month period or such longer period as referred to in Clause 13.3, give notice to the Parks Manager and subject to the Park's Manager being satisfied acting reasonably that the planting has been satisfactorily carried out in accordance with the approved woodland landscaping scheme and maintained to his reasonable satisfaction throughout such period he will issue a notice of satisfaction

13.5 As soon as possible after the issue of the notice of satisfaction referred to in clause 13.4 the Developer shall offer to transfer the Woodland to the Woodland Trust (or such other organisation as shall be agreed between the Developer and the Council) upon the terms and conditions set out in clause 13.6 together with a commuted sum of seventy-two thousand eight hundred and eighteen pounds (£72,818.00) index linked pursuant to Part I of the Fifth Schedule to this agreement

13.6 Prepare the instrument at the Developer's own cost and expense to transfer the Woodland to the Woodland Trust (or such other organisation as shall be agreed between the Developer and the Council) which shall incorporate the following terms and conditions

13.6.1 Price

The purchase price for the Woodland shall be One Pound (£1.00) payable upon completion

13.6.2 Title

The Developer shall deduce a good and marketable title to the Woodland free from encumbrances including but not limited to any financial charge or any onerous local land or central land charges

13.6.3 Covenant for Title

The Woodland shall be conveyed with full title guarantee

13.6.4 Vacant Possession

Vacant possession will be given upon completion

13.6.5 Engrossments

The Developer's solicitors shall prepare a draft transfer for the Woodland for approval by the Woodland Trust's legal representative and prepare an engrossment of the approved draft

13.6.6 Costs

The Woodland Trust's reasonable legal costs will be paid by the Developer

13.6.7 Rights to be granted

The transfer shall contain the grant for the benefit of the Woodland in favour of the Woodland Trust

13.6.7.1 to use all roads and footpaths necessary to gain access to and egress from the Woodland with rights to go on to the retained land of the transferor for the purposes of inspecting maintaining renewing and repairing such roads and footpaths

13.6.8 Rights Retained

13.6.8.1. Rights of access for repair and maintenance of the Adam and Eve Watergate PROVIDED ALWAYS that all works of repair and maintenance of the Adam And Eve Watergate are carried out with all reasonable speed and the person exercising this right shall cause as little damage as reasonably possible and make good at such person's own expense to the reasonable satisfaction of the transferee any damage to the Woodland which may result therefrom

13.6.8.2. Rights of support and protection from the Woodland

13.6.8.3. Rights to use all existing Services and for new Services required for the Development of the retained land in accordance with statutory approvals for the same PROVIDED ALWAYS THAT all works carried out in laying maintaining repairing and replacing existing and new Services shall be carried out with all reasonable speed and the person exercising the right causing as little damage as reasonably possible and make good at such person's own expense to the reasonable satisfaction of the

transferee any damage to the Woodland which may result therefrom

13.6.9 Restrictive Covenants

13.6.9.1. A restrictive covenant that those parts of the Woodland cross hatched yellow and stippled yellow on Plan Numbered 2 shall not be used for any purpose other than woodland nature conservation and informal recreation

13.6.9.2 A restrictive Covenant to use all reasonable endeavours not to allow members of the general public or any unauthorised persons to enter that part of the Woodland hatched yellow on Plan numbered 2

13.6.10 Positive Covenant

13.6.10.1 A positive Covenant to allow members of the general public access at all times at no cost whatsoever to those parts of the Woodland cross hatched yellow and stippled yellow on Plan Numbered 2

13.6.10.2 A positive Covenant to maintain at all times the Woodland pursuant to the approved Nature Conservation Plan and the approved Monitoring Plan more particularly referred to in clauses 14.2 and 14.3 of this agreement

13.6.10.3 A positive Covenant to erect signs along the boundary of that part of the Woodland hatched yellow on Plan Numbered 2 informing members of the general public that there is no public access to that part of the said Woodland

13.7 In the event of the Woodland Trust (or such other organisation agreed between the Developer and the Council) accepting a transfer of the Woodland procure that the

Woodland Trust (or such other body) enters into a deed with the Council simultaneously with the completion of the transfer of the Woodland to it in the form set out in the Eighth Schedule to this agreement

13.8 In the event that the Woodland Trust (or such other body) declines to accept a transfer of the Woodland within six months from the date of the notice of satisfaction issued by the Parks Manager pursuant to clause 13.4 the Council shall take a transfer of the Woodland together with the commuted sum referred to in clause 13.5 (index linked pursuant to Part I of the Fifth Schedule) and such transfer shall incorporate the provisions as set out in clause 13.6 hereof

13.9 The Council shall notify the Developer without delay once it has itself been made aware of any alleged defects on the part of the Woodland Trust in fulfilling obligations relating to the Woodland set out in this agreement

NATURE CONSERVATION

14. The Developer and the Secretary of State with the intention that the following provisions shall bind the Land and every part of it into whosoever hands it may come covenant with the Council that they will :-

14.1 Mitigation Plan

14.1.1 prior to the commencement of Development on the Land and the demolition of any structure (not exclusively man-made structures) on in or under the Main Public Open Space and the Woodland or within 10 metres of any area of ecological importance within the Land as identified and notified to the Developer and the Secretary of State (or the one of them who is the relevant land owner) by the Director of Planning prepare a Mitigation Plan in accordance with the principles and concepts set out in Schedule 1 of the Heads of Terms of the Mitigation

Management and Monitoring Plans and submit it to the Director of Planning for approval

14.1.2 not carry out any Development or demolition within each of the areas referred to in sub-clause 14.1.1 until such time as the Mitigation Plan has been approved by the Director of Planning who shall use all reasonable endeavours to approve it not later than 4 weeks after the delivery of the Mitigation Plan to him

14.1.3 forthwith upon the Mitigation Plan being approved by the Director of Planning implement and at all times follow the said approved plan

14.2 Nature Conservation Management Plan

14.2.1 not later than 6 months after the commencement of Development on the Land prepare a Nature Conservation Management Plan for each of those areas referred to in sub-clause 14.1.1 in accordance with the principles and concepts set out in Schedule 2 of the Heads of Terms of the Mitigation Management and Monitoring Plans and submit it to the Director of Planning for approval who shall use all reasonable endeavours to approve it not later than 4 weeks after the delivery of the Nature Conservation Management Plan to him

14.2.2 forthwith upon the Nature Conservation Management Plan being approved by the Director of Planning implement and at all times follow the said approved plan

14.3 Monitoring Plan

14.3.1 not later than 12 months after the commencement of Development on the Land prepare a Monitoring Plan for each of those areas referred to in sub-clause 14.1.1 in accordance with the principles and concepts set out in Schedule 3 of the draft Heads of Terms of the Mitigation Management

and Monitoring Plans and submit it to the Director of Planning for approval who shall use all reasonable endeavours to approve it not later than 4 weeks after the delivery of the Monitoring Plan to him

14.3.2 forthwith upon the Monitoring Plan being approved by the Director of Planning to implement and at all times follow the said approved plan

14.4 If the Director of Planning is unable to approve any one or more of the plans referred to in clauses 14.1 14.2 and 14.3 within the stipulated time periods the parties to this agreement shall liaise co-operate and shall fully and fairly take into account all written representations received by each of them so that the Director of Planning may approve any one of the said plan(s) as soon as practicable after the expiration of the said time periods

LIGHT RAPID TRANSIT SYSTEM

15. The Developer with the intention that the following provisions shall bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will

15.1 Prior to the commencement of Development pay to the Council the sum of SEVENTY THREE THOUSAND FOUR HUNDRED POUNDS (£73,400.00) representing a contribution towards the requisitioning of feasibility and transportation studies and ancillary costs in connection thereto as to providing the LRT system and the Council shall on request but not more than once in every calendar year provide accounts identifying all such expenditure on such studies PROVIDED THAT where by the date 10 years from the date of payment of such sum all or any part thereof has not been spent in carrying out these studies or allocated for payment or the studies not requisitioned then the sum of £73,400.00 (or any residue as appropriate) shall be repaid by the Council to the Developer with interest at Midland Bank Plc base rate from time to time in force calculated from the date of payment to the date of

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repayment of the relevant part (or whole) of the said sum not spent or allocated for payment

- 15.2 Prior to the commencement of Development pay to the Council the sum of FIFTY THOUSAND POUNDS (£50,000) as a contribution towards the physical works in relation to the provision of the station halt and the LRT system at Ham Green PROVIDED THAT unless the Council can reasonably demonstrate that all necessary consent and finances required for the actual provision of the LRT System and the station halt have been obtained by the date ten years from the date payment of this sum is made to the Council the sum shall be repaid to the Developer with interest at Midland Bank plc base rate from time to time in force calculated from the date of payment to the date of repayment of the sum

EMPLOYMENT LAND

16. The Developer and the Secretary of State with the intention that the following provisions bind the Land and every part of it into whosoever hands it may come covenant with the Council that they will
- 16.1 Prior to the commencement of Development on the Employment Land prepare at their own cost and expense the Marketing Strategy for Employment Generating Uses on the Employment Land and submit it to the Director of Planning for approval
- 16.2 Fairly and reasonably take all representations made by the Director of Planning concerning the Marketing Strategy into account and procure that appropriate steps are taken to incorporate such representations into the Marketing Strategy
- 16.3 Not commence the Development on the Land other than the Works until such time as the Marketing Strategy has been approved by the Director of Planning
- 16.4 Forthwith upon the commencement of Development on the Land commence and at all times thereafter diligently continue to market the Employment Land in accordance with the agreed Marketing Strategy

- 16.5 Not less than once in every three months throughout the continuation of the Development on the Land submit to the Director of Planning a detailed written report on the progress of the marketing of the Employment Land
- 16.6 Keep the Director of Planning at all times fully and expeditiously informed in writing of any proposed variation to the agreed Marketing Strategy and not to vary it until such time as the Director of Planning has been informed and approved the proposed variations
- 16.7 Prior to the commencement of Development of the Employment Land lay and install within the Residential Land all Service Media for the passage of Services to and from the Employment Land and to connect such Service Media where appropriate to publically adopted Service Media
- 16.8 Not develop the Employment Land and the separate sites identified with brown hatching on Plan Numbered 2 being the "Public House Site" and the "Nursing Home Site" other than for Employment Generating Uses

PUBLIC ART

17. The Developer with the intention that the following provisions shall bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will in association with the Council's relevant Officer :-
- 17.1 Upon the commencement of Development within the Residential Land advertise nationally and regionally in such periodicals as "Artists Newsletter" and "South West Arts Newsletter" for artists craftspeople and photographers giving details of the Development the historic usage of the Land together with appropriate proposals for Public Art to be located within the areas of Public Open Space or other parts of the land to be transferred to the Council (but excluding those areas to be adopted or dedicated as highway car parking Cyclepaths and Footpaths) and inviting artists to

send their curriculum vitae details of relevant experience and up to a maximum of six slides of their work if they are interested in designing the Public Art

- 17.2 Consult with the Director of Planning and the Arts Development Officer of the Council (hereinafter referred to as 'the Arts Development Officer') as to longlisting (up to a maximum of 20 potential artists) who may be invited to tender for the design of the Public Art
- 17.3 Pay a Commission budget of £25,000.00 of which sum the winning artist's fee shall not exceed £10,000.00
- 17.4 Select in conjunction with the Director of Planning the Arts Development Officer a representative of the Easton-in-Gordano Parish Council or an individual otherwise representing the local community a Councillor of the Council and a technical adviser and aesthetic adviser and a maximum of three representatives from the Developer ("the Selection Panel") to select six artists from the longlisting who will be invited to tender to design the Public Art and the Selection Panel shall operate with an uneven number
- 17.5 Submit to those six artists a commission design brief to have been previously approved by the Selection Panel inviting them to develop detailed design proposals and provide a maquette for the Public Art within the Public Open Space (or other parts of the land to be transferred to the Council but excluding those areas referred to in clause 17.1) and arrange an initial briefing meeting with those artists and the Selection Panel to facilitate and agree ideas and concepts for the Public Art
- 17.6 Interview together with the remaining members on the Selection Panel the six artists and to select in conjunction with those remaining members a winning design for the Public Art
- 17.7 Prepare in co-operation with the Arts Development Officer (and to invite the winning artist to contribute to its preparation) a public art commission agreement

detailing (inter alia) the amounts and when the said commission budget will become payable to the winning artist and any contractor the programme for construction of the Public Art the materials to be used copyright and reproduction maintenance and insurance responsibilities and site installation and to submit a draft public art commission agreement to the Arts Development Officer and to the winning artist for approval AND forthwith upon the public art commission agreement being approved by the Arts Development Officer and the winning artist to enter into such agreement with the winning artist

- 17.8 Ensure that the Public Art is erected in accordance with the original design by the winning artist in a good and workmanlike manner and in accordance with the approved public art commission agreement
- 17.9 Allow the Arts Development Officer to carry out inspections of the creation manufacturing and installation of the Public Art
- 17.10 Ensure that the Public Art is provided in its completed form within three years from the selection of the winning design
- 17.11 After the structural completion and installation of the Public Art (and subject to the Council being satisfied acting reasonably that it has been properly constructed and completed pursuant to clauses 17.8 17.9 and 17.10) the Council covenants with the Developer to accept a transfer of the Public Art constructed on the Public Open Space (or on other parts of the land to be transferred to the Council but excluding those areas referred to in clause 17.1) simultaneously with the transfer to it of those relevant areas (if not previously transferred) and to maintain it in accordance with a maintenance programme set out in the approved public art commission agreement

ARCHAEOLOGICAL MATTERS

18. The Developer and the Secretary of State with the intention that the following provisions shall bind the Land and every part of it into whosoever hands it may come covenant with the Council that they will
- 18.1 at all times carry out the Development in accordance with the Archaeological Project Brief
- 18.2 provide a sum not exceeding thirty five thousand pounds (£35,000) ("the Archaeological Contingency Sum") in cumulative total in respect of the Development within 14 days of receipt of written notice from the Council's Archaeology Officer stating that such sum is required for the further archaeological investigations of any particular part(s) of the Land which may yield further evidence relating to the kilns referred to within the Archaeological Project Brief
- 18.3 prior to the commencement of Development the Developer further covenants with the Council to enter into a Bond/Insurance Guarantee with a reputable surety in a form acceptable to the Council (acting reasonably) providing security for the Council for all of the Archaeological Contingency Sum which is to be index linked in accordance with the provisions of Part I of the Fifth Schedule to the effect that if there is any default in any way of the Developer and the Secretary of State making any payment referred to in Clause 18.2 then the Council may call upon the Surety to pay to the Council the amount of the Archaeological Contingency Sum not yet called upon until the completion of the Development (other than on the Employment Land) Subsequent to completion of the Development (other than on the Employment Land) it shall be the responsibility of the owner of the Employment Land or the Developer (if it shall not be the owner) to ensure that a bond/insurance guarantee is maintained in respect of any unused portion of the Archaeological Contingency Sum until the completion of development on the Employment Land PROVIDED THAT the

Secretary of State in person shall not be required to provide such bond/guarantee whilst it remains owner of the Employment Land

THE ADAM AND EVE WATER GATE

19. The Developer with the intention that the following provisions shall bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will :-

19.1 Carry out within 12 months from the commencement of Development in a good and workmanlike manner using good quality and sound materials and in accordance with best practice the maintenance works to the Adam and Eve Water Gate agreed between the Developer and the Council as set out in 'the Specification for Works relating to the Watergate Ham Green Hospital' and dated January 1998 together with letter dated 7 February 1998 from Ward & Co. re specification for Works and a letter dated the 20 April 1998 from Ward & Co. re Conservation of the Watergate

19.2 Following completion of the works referred to in Clause 19.1 provide for the regular maintenance of the Adam and Eve Water Gate in accordance with the maintenance requirements agreed between the Developer and the Council as set out in the documentation referred to in clause 19.1

DRAINAGE TO ROCK COTTAGES AND OTHER EXISTING RESIDENTIAL PROPERTIES

20. The Developer with the intention that the following provisions shall bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will PROVIDED THAT ^{its} ~~their~~ obligations in relation to Rock Cottage Drainage Scheme will lapse should any of the current residents of the

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affected properties exercise their existing rights to provide at their own cost a fresh septic tank system in replacement to that originally provided by the Secretary of State

- 20.1 Upon the commencement of Development at its own expense investigate and design in an efficient and cost effective manner as possible the Rock Cottages Drainage Scheme and shall use all reasonable endeavours to obtain the approval of the drainage authority and such authority's willingness in principle to adopt the works comprised within the Rock Cottages Drainage Scheme
- 20.2 To commence work on the Rock Cottages Drainage Scheme by the commencement of Phase 2 and complete all connections to the same as soon as reasonably practicable but in any event by the completion of the 117th dwelling on the south side of the main access road and Chapel Pill Lane
- 20.3 Should the Developer (despite using reasonable endeavours) be unable to commence the implementation of the said scheme by the commencement of Phase 2 to pay to Wessex the sum of £120,000 or such lesser sum as shall be agreed in writing with Wessex Water for the purposes of the Rock Cottages Drainage Scheme on terms that any unexpended balance of such sum together with interest at a rate to be agreed between the Developer and Wessex Water shall be repaid to the Developer if the cost of the Rock Cottages Drainage Scheme is less than the sum in hand

PROVISION OF CAR PARKING AT PUBLIC HOUSE SITE

- 21 The Developer with the intention that the following provisions shall bind the Residential Land and every part of it into whosoever hands it may come covenants with the Council that it will :-
 - 21.1 Set aside and maintain 10 car parking spaces within the car parking area to the Public House Site (identified with brown hatching on Plan Numbered 2) the precise location of which spaces shall be agreed with the Director of Planning for the use by

cyclists wishing to park their motor vehicles in order that they may leave their cars and use the connecting network of cyclepaths within the Development and surrounding areas

DEMOLITION

- 22 The Developer and the Secretary of State with the intention that the following provisions shall bind the Land and every part of it into whosoever hands it may come covenants with the Council that they will :-

- 22.1 Prior to the substantial completion of Phase 1 -

22.1.1 demolish in a good and workmanlike manner and in accordance with all necessary consents and statutory requirements the existing water tower and chimney and incinerator situate within the Land

22.1.2 demolish all of the buildings within the Land (for the avoidance of doubt including those buildings situate on the Employment Land) EXCEPTING the Old Nurses School the Lodge and the Adam and Eve Watergate and the old garden walls where shown as not being demolished under the Planning Permission PROVIDED THAT no building shall be demolished

22.1.2.1 during such time as it may be required to be retained for ecological reasons pursuant to the Mitigation Plan Nature Conservation Management Plan and Monitoring Plan

22.1.2.2 during such time when a planning application and/or appeal has been submitted for a building or buildings retention and future use pursuant to the Town & Country Planning (Use Classes) Order 1987 and following such grant the obligation to demolish the affected building lapses

22.1.3 clear all debris and building materials arising from such demolition so as to leave the areas affected by the demolition in a clean tidy and safe

condition and thereafter to maintain at all times in a clean and tidy condition (to include but not exclusively grass cutting weed control litter clearance) to the reasonable satisfaction of the Director of Planning the Employment Land until such time as the commencement of Development thereon

EXECUTED as a Deed by the parties and delivered the day and year first above written

THE FIRST SCHEDULE

The Works

Part I Works

1. Install traffic calming measures on Ham Green Road between points A and B on Plan Numbered 4 together with all associated works
2. Improve the junction of Ham Green Road and Hospital Road by the construction of a mini roundabout at point C on Plan Numbered 3 together with all associated works

Part II Works

3. Carry out improvements to Hospital Road between points C and D on Plan Numbered 3 which shall include but not limited to the provision of Car Parking Area 2 together with all associated works

Part III Works

4. Carry out improvements to Hospital Road between points D and H on Plan numbered 3 together with all associated works
5. Carry out improvements to the existing access road to the Green between points F and G on Plan numbered 3 which shall include but not be limited to the installation of street lighting together with all associated works
6. Construct a Cyclepath between points K and L on Plan numbered 3 from the Development to the boundary of St. Catherine's School together with all associated works

Part IV Works

7. Carry out improvements to Chapel Pill Lane between points H and I on Plan Numbered 3 which shall include but not be limited to the installation of street lighting together with all associated works ensuring at all times that the existing trees are protected throughout the period of these Works
8. Construct a turning area for buses at point H on Plan Numbered 3 together with all associated works

Part V Works

9. Prior to the occupation of any building on the Employment Land to carry out improvements to Hospital Road between points H and E on Plan Numbered 3 together with all associated works

THE SECOND SCHEDULE

Terms and conditions for the execution of the Works

SPECIFICATION

- 1.1 The Works shall be designed and executed in accordance with the current "Specification for Highway Works" published by Her Majesty's Stationery Office together with any modifications thereto which in the opinion of the Director of Planning are appropriate and applicable to the Works on the day upon which execution of the Works begins
- 1.2 Before commencing any part of the Works there shall be submitted the completed design to the Council for an audit of any safety aspects to be carried out in accordance with the Council's approved procedures and amend the design in accordance with any direction given by the Council pursuant to such audit

2. ACCESS

During the progress of the Works the Director of Planning and anyone duly authorised by him shall be given free access to every part of the Works and the site thereof so as to permit him or them to inspect the same as the Works proceed and all materials used or intended to be used in the Works and effect shall be given to any requirements made or direction given by the Director of Planning to conform to the approved plans of the Works and their specification

3 FACILITIES

There shall be provided or made available for the Director of Planning the use of a weatherproof shelter at the site of the Works with (if practicable) the use of a telephone

4 TESTING OF MATERIALS

4.1 The Director of Planning shall have full power without any obligation to do so to test all materials plant and workmanship at the Developer's expense to ensure that they comply with the terms of the Specification or the publications referred to therein

4.2 To forthwith replace or repair any materials plant or works which have been found unsatisfactory

4.3 The Director of Planning shall for the purposes of this agreement be allowed access to the places where materials or plant for the Works may be stored or are in the course of preparation manufacture or use

5 OPENING OF WORKS

5.1 The Director of Planning may issue instructions to the Developer to open up or expose any work which has been covered up without previously being inspected by the Director of Planning

5.2 Should the Developer fail to comply with any instructions for the taking up or exposing of any work the Council may take up or expose the work in question

- 5.3 The Council shall be reimbursed the full cost of any work done by the Council under this clause unless the party carrying out the Works has first requested the Council to carry out an inspection which the Council has not carried out within five working days of receiving such request and on the Council subsequently taking up or exposing the work in question no defects have been discovered

6. EXISTING STREET FURNITURE

All existing street furniture affected by the Works shall be removed and any materials of a conservation nature within the highway and either relocated or delivered for storage as directed by the Director of Planning

7. DIVERSION OF STATUTORY UNDERTAKERS' APPARATUS

Should any of the statutory undertakers require all or any part of their underground or overhead plant or apparatus to be removed or diverted as a consequence of the Development or the Works such removal or diversion shall be carried out in accordance with the provisions of the New Roads and Street Works Act 1991 and the costs of any such removal or diversion (as certified by the statutory undertaker affected) shall be borne by the Developer

8. PREVENTION OF MUD BEING CARRIED ON TO THE PUBLIC HIGHWAY

Provision shall be made to the Director of Planning's satisfaction at the site of the Works to prevent mud and other materials from being carried on to adjacent highways by vehicles and plant leaving the Land or the site of the Works (including the provision and use of on-site wheel washing facilities if required by the Director of Planning) and the highway shall be swept in the vicinity of the Land and the Works at the end of each working day.

9 **TRAFFIC CONTROL**

During the period when the Works are being executed to institute at their own expense measures required or approved by the Director of Planning to maintain the best possible traffic flows on the highways in the vicinity of the Land.

10. **ROAD SAFETY**

10.1 Before commencing any work on the Land there shall be agreed with the Director of Planning the number and location of access points to the Development from existing highways in order to reduce so far as possible road safety hazards and will use only the accesses approved by the Director of Planning

10.2 During the period when the Works and the Development are being carried out the Developer shall comply with the provisions of Chapter Eight of the Road Signs Traffic Manual (published by the Department of Transport) for lighting and signing the Works and the Development

10.3 During the period when the Works and the Development are being carried out and also during the Maintenance Period to comply with any directions that the Director of Planning gives with regard to measures to control traffic parking storage of materials and any matter relating to the preservation of public safety

10.4 If the Developer fails to comply with a direction given by the Director of Planning under paragraph 10.3 above or in the case of an emergency the Director of Planning may forthwith arrange for the taking of any necessary steps and recover the cost of doing so from the Developer or the Surety

11. **SUBSTANTIAL COMPLETION OF THE WORKS**

11.1 When the Works have been substantially completed the Developer shall give notice to the Council requesting the Council to carry out a final audit of all safety aspects of the Works and shall carry out any amendments to the Works pursuant to such audit

- 11.2 If the Works or any part of them to be carried out under this agreement are not carried out or not completed to the satisfaction of the Director of Planning in accordance with the terms of this agreement and the Programme the Council after giving fourteen days notice of its intention to the Developer (except in cases of emergency) may execute or complete the Works by its own employees or by contractors or in such manner as it thinks fit and recover the proper cost as certified by the Director of Planning from the Developer or the Surety and no completion certificate shall be issued in respect of the Works until all such works have been executed and the cost of any such works carried out by or on behalf of the Council has been paid by or on behalf of the Developer or the Surety

12. CERTIFICATE OF SUBSTANTIAL COMPLETION

- 12.1 When the Works have been substantially completed to the satisfaction of the Director of Planning and are available for use by the public he shall issue Certificate No.1 to that effect on behalf of the Council
- 12.2 Upon issue of Certificate No 1 the Director of Planning will consider and may authorise the reduction of the Bond by up to ninety per centum of the agreed Bond figure
- 12.3 If the Works are constructed in phases the Director of Planning may authorise the phasing of the issuing of Certificate No.1 (and subsequently Certificate No.2) with appropriate reductions in the Bond which the Director of Planning may agree

13. MAINTENANCE PERIOD

- 13.1 During the Maintenance Period the Developer shall remain responsible at its own expense for remedying to the Director of Planning's satisfaction any defect or damage arising from faulty workmanship design or materials and shall on being given notice in writing specifying such defect or damage at their own expense and within one

month from the date of the notice (unless a longer period is agreed with the Director of Planning) make good the same to the Director of Planning's satisfaction

13.2 During the Maintenance Period and until a Certificate No.2 is issued in accordance with the next following paragraph the Developer shall maintain the Works (including scavenging sweeping, cleaning and grass-cutting) to the Director of Planning's satisfaction

13.3 During the Maintenance Period to provide to the Director of Planning's satisfaction any pedestrian hardstandings and connections required to facilitate the use of public transport in the immediate vicinity of the Works and/or the Development

14. CERTIFICATE OF ADOPTION

14.1 After the expiration of the Maintenance Period and after the Developer has made good any defects or damage as therein provided to the Director of Planning's satisfaction the Director of Planning shall issue Certificate No 2 and from the issue of that certificate the Works shall become highways maintainable at the public expense and the Developer shall cease to be required to have a Bond PROVIDED THAT

14.1.1 the Council's obligation to adopt and issue the Certificate No 2 shall in the case of road gullies and their connections extend only as far as their points of entry to the surface water sewers where these are not being adopted by the Council as highway drains and

14.1.2 no certificate shall be issued under this agreement until the Works have been joined to an existing publicly maintained highway in accordance with the approved plan

15. MINOR ALTERATIONS

15.1 If at any time during the progress of the Works the Director of Planning considers it necessary and reasonable he may require the Developer to incorporate minor alterations or additions to the design or construction of the Works

the event of being notified of any breach by that visitor issue a written warning that in the case of a further breach the visitor will not be permitted access to the Land and in the event of a second breach shall refuse access to the Land to that person

THE FOURTH SCHEDULE

PUBLIC OPEN SPACE

PART I

1. GENERAL PROVISIONS

- 1.1 In order that the Park's Manager shall be satisfied that each area of Public Open Space and associated landscaping works are being undertaken in accordance with the approved detailed schemes he will have the right to carry out inspections and undertake the construction and/or supervision of the laying out and landscaping of each area of Public Open Space
- 1.2 Upon the commencement of Development on the Residential Land the Developer shall pay to the Council a supervision fee totalling £2,700.00 for the inspection and supervision by the Parks Manager for the construction laying out and landscaping of the Public Open Space the Woodland and the Highway Open Space
- 1.3 If the supervision fee payable pursuant to paragraph 1.2 is not paid within seven days of payment becoming due to the Council interest on the outstanding balance of the supervision fee payable at the rate of four per centum per annum above the base rate of Midland Bank Plc from time to time in force from the date when payment became due to the date payment is received by the Council and such sum shall be recoverable by action as a liquidated sum
- 1.4 At the Developer's own cost and expense to maintain in a good and workmanlike manner to the satisfaction of the Parks Manager acting reasonably the landscaping works for the Public Open Space Maintenance Period until the landscaping works have been adopted by the Council PROVIDED THAT any tree or shrub or other

planting which dies or becomes diseased or for any reason fails to become established during the Public Open Space Maintenance Period shall be reinstated or replaced as necessary in the immediately following planting season (1 November to the 31 March) and in the case of any tree shrub or other planted material the replacement shall be of the same size and species or such other size and species as may be previously agreed with the Parks Manager AND PROVIDED FURTHER THAT if 10% or more of the planting is reinstated or replaced pursuant to this paragraph 1.4 then the Public Open Space Maintenance Period shall be extended to the end of the next growing season being the 31 day of October immediately following the previous planting season

- 1.5 In the course of laying out and landscaping the Public Open Space to observe all statutory requirements (including planning permissions) and the requirements of all competent authorities
- 1.6 The Transfer of each area of Public Open Space will be on the terms and conditions set out in the Sixth Schedule
- 1.7 The commuted sums shall be indexed and interest payable in accordance with Part II of the Fifth Schedule

PART II

2. RESIDENTIAL PUBLIC OPEN SPACE

- 2.1 In conjunction with the Development on Phase 1 and Development on Phase 2 respectively commence at the Developer's own cost and expense to construct lay out and landscape the Residential Public Open Space pursuant to the approved detailed scheme for the laying out and landscaping of the same and thereafter proceed diligently to complete the laying out of each area of Residential Public Open Space in a good and workmanlike manner using good quality and sound materials and in accordance with recognised good practise ensuring that each such area is completed

prior to the completion of each phase of the Development as identified within this agreement

- 2.2 At the end of the Public Open Space Maintenance Period for each area of Residential Public Open Space to give notice to the Parks Manager and subject to the Parks Manager being satisfied acting reasonably that the landscaping works have been satisfactorily carried out and maintained in accordance with this agreement throughout the Public Open Space Maintenance Period the Parks manager shall issue notices of satisfaction for each such area of Residential Public Open Space
- 2.3 After the Parks Manager has issued Notices of Satisfaction pursuant to paragraph 2.2 the Developer shall transfer each area of Residential Public Open Space to the Council upon the terms and conditions set out in the Sixth Schedule to this agreement (PROVIDED THAT the area more particularly identified by the letter D shall be transferred simultaneously with the Play Area) AND shall pay to the Council simultaneously with such transfer the commuted sum for each area of Residential Public Open Space as follows:-

2.3.1	Area A	£ 5,850.00
2.3.2	Area B	£ 133.00
2.3.3	Area C	£ 3,108.00
2.3.4	Area D (Including the Play Area)	£12,612.00
2.3.5	Area E	£ 1,278.00
2.3.6	Area F	£23,946.00
2.3.7	Area N	£ 5,511.00

- 2.4 The Council covenants with the payer of the commuted sums to apply the commuted sums set out in sub-paragraphs 2.3.1 - 2.3.7 to each respective area of Residential Public Open Space

PART III

3. PLAY AREA

3.1 Prior to completion of Development on Phase 1 to prepare at the Developer's own cost and expense a play area specification pursuant to drawing number R356:31A and in accordance with the National Playing Fields Association criteria detailing

3.1.1 the layout of the Play Area

3.1.2 the items of play equipment to be installed

3.1.3 the safety surface to be laid within the Play Area which is to extend to the minimum use zone as laid down in the manufacturer's instructions

3.1.4 landscaping of the surrounding surfaces beyond the minimum use zone referred to in 3.1.3

3.1.5 the dog proof fencing to be erected around the Play Area

And to deliver three copies each to the Director of Planning and the Parks Manager who shall use all reasonable endeavours to agree the play area specification not later than 4 weeks after the delivery of the same PROVIDED THAT the Developer will not commence to construct and lay out the Play Area until the play area specification has been approved

3.2 Prior to the occupation of the 100th residential dwelling unit on the Residential Land to have provided at the Developer's own cost and expense the Play Area in accordance with the agreed play area specification in a good and workmanlike manner using good quality and sound materials and complying at all times with all statutory obligations and manufacturers instructions

3.3 Where any part or parts of the Play Area are to be grassed to grass such areas in accordance with the Adoption Standards for landscaped areas

3.4 At the end of the Public Open Space Maintenance Period to invite the Parks Manager (together with anyone authorised by him) to make an inspection of the Play Area and subject to the Parks Manager being satisfied acting reasonably that the Play Area has been satisfactory constructed laid out and landscaped in accordance with the approved

play area specification and maintained throughout the Public Open Space Maintenance Period the Parks Manager shall issue a notice of satisfaction

- 3.5 At all times until the Play Area is adopted by the Council to maintain the Play Area to the satisfaction of the Parks Manager acting reasonably and shall keep the Play Area clean and tidy
- 3.6 After the issue of the notice of satisfaction in accordance with paragraph 3.4 the Developer to transfer the Play Area to the Council simultaneously with the freehold transfer of the Residential Public Open Space identified by the letter D on Plan Numbered 2 upon the terms and conditions set out in the Sixth Schedule
- 3.7 Simultaneously with the transfer of the Play Area to the Council the Developer shall pay to the Council the commuted sum of twelve thousand six hundred and twelve pounds (£12,612) pursuant to paragraph 2.3.4 of this Schedule as an inclusive sum for Area D
- 3.8 The Council covenants with the Developer to apply the proportion of the commuted sum as may be applicable to the Play Area towards its future maintenance

PART IV

4. MAIN PUBLIC OPEN SPACE AND THE GREEN

4.1 PUBLIC PATH DIVERSION ORDER

4.1.1 Forthwith upon the commencement of Development within the Residential Land to make application to the Council for a public path diversion order under S257 of the Act to divert (if required) public footpath LA 8/57 from crossing the Junior Playing Pitch and the Senior Playing Pitch (and surrounds) or any part or parts thereof

4.1.2 To pay to the Council forthwith upon demand all costs incurred or to be incurred by the Council in connection with the making of and confirmation of the public footpath diversion order including advertisement costs and the

service of notices on all owners/occupiers and lessees of the land the subject of the proposed order

4.1.3 If the application is unopposed and if the Council makes the public footpath diversion order or if the draft order is confirmed by the relevant Secretary of State the Developer will create an alternative public footpath for use as a replacement for the existing public footpath LA8/57 pursuant to the terms of the said order

4.1.4 If the Council accepts a transfer of the Main Public Open Space pursuant to this paragraph 4 prior to the making of the public path diversion order the Developer will use all reasonable endeavours to obtain such order and create an alternative public footpath for use as a replacement for the existing public footpath LA8/5-7 pursuant to the terms of the said order

4.2 Construction laying out and landscaping of the Main Public Open Space

4.2.1 The Developer shall prepare within three months from the commencement of Development a detailed scheme and specification for the drainage appropriate to the relevant ground conditions and in accordance with the recommendations of the Sports Turf Research Institute of Bingley West Yorkshire or other accredited third party expert of the Junior Playing Pitch and the Senior Playing Pitch and shall deliver copies to the Parks Manager for his approval (which will not be unreasonably withheld or delayed) and shall not commence such works until the scheme and specification has been approved by him

4.2.2 Within twelve months of receipt of the Council's approval to the detailed scheme referred to in 4.2.1. to carry out and complete at the Developer's own cost and expense the construction of the approved drainage scheme and the laying out and landscaping of the Main Public Open space pursuant to the approved landscaping scheme shown on drawing R356:10D and R356:11D in

a good and workmanlike manner using good quality and sound material complying in respect of the said pitches with the National Playfields Association guidelines

4.3 THE GREEN

Prior to the commencement of residential development within Use Class C3 of the Town & Country Planning (Use Class) Order 1987 on the north side of the main road/Chapel Hill Lane the Developer shall commence the laying out and landscaping of the Green in accordance with Drawing Number 356:15C in a good and workmanlike manner using good quality and sound materials and to complete the same prior to any occupations thereon

4.4 GENERAL PROVISIONS

4.4.1 In order that the Council are satisfied that the Main Public Open Space and the Green are being laid out and landscaped in accordance with the approved specifications and otherwise in accordance with this agreement the Parks Manager will have the right to carry out inspections and undertake the supervision of the construction of the approved drainage scheme the laying out and landscaping of these areas and the marking out of the Junior Playing Pitch and the Senior Playing Pitch

4.4.2 At the end of the respective Public Open Space Maintenance Periods the Developer shall give notice to the Parks Manager and subject to the Parks Manager being satisfied acting reasonably that the Main Public Open Space and the Green have been properly laid out landscaped and maintained throughout the relevant Public Open Space Maintenance Periods he shall issue Notices of Satisfaction

4.4.3 At all times until the Junior Playing Pitch and the Senior Playing Pitch are adopted by the Council the Developer shall

- 4.4.3.1 maintain them to a standard that they could be used for the purposes for which they are intended and
- 4.4.3.2 keep them clean and tidy to the reasonable satisfaction of the Parks Manager
- 4.4.4 The Developer shall transfer the Main Public Open Space simultaneously with the transfer of Car Parking Area 1 to the Council upon the terms and conditions set out in the Sixth Schedule hereto within three calendar months of the date of the notice of satisfaction relating to the Main Public Open Space or within three calendar months of the Director of Planning confirming that Car Parking Area 1 has been constructed to his satisfaction pursuant to paragraph 5 of this Schedule whichever shall be the later
- 4.4.5 The Developer shall transfer the Green to the Council upon the terms and conditions set out in the Sixth Schedule hereto within three calendar months of the date of the notice of satisfaction relating to the Green
- 4.4.6 On adoption and transfer of the Main Public Open Space (including the Junior Playing Pitch and the Senior Playing Pitch) the Developer shall pay to the Council the commuted sum of £177,754.24 as a contribution towards the cost of its future maintenance
- 4.4.7 On the adoption and transfer of the Green the Developer shall pay to the Council the commuted sum of FIFTY FIVE THOUSAND AND THIRTY FOUR POUNDS (£55,034.00) as a contribution towards the cost of its future maintenance
- 4.4.8 Not later than six months from the commencement of Development within the Residential Land the Developer shall enter into a bond with a reputable surety approved beforehand by the Council for £232,788.24 indexed linked in accordance with Part 1 of the Fifth Schedule to this agreement to the effect

that if there is any default in any way in carrying out the construction laying out and landscaping of the Main Public Open Space and/or the Green then the council may call upon the surety to meet the cost of the Council remedying the said default

4.4.9 The Council covenants with the Developer to use the sums referred to in paragraphs 4.4.6 and 4.4.7 of this Schedule for the purposes here set out and none other

5. CAR PARKING AREA 1

5.1 In conjunction with the construction laying out and landscaping of the Main Public Open Space the Developer shall provide at its own expense in accordance with the approved detailed drawings Car Parking Area 1 together with all associated works to the satisfaction of the Director of Planning and in doing so will observe the terms and requirements set out in the Second Schedule hereto and will complete Car Parking Area 1 not later than the completion of the Main Public Open Space pursuant to paragraph 4.2.2.

5.2 Improve the access to Car Parking Area 1 between points M and G on Plan Numbered 3 as necessary to properly accommodate vehicles

5.3 Before commencing the construction of Car Parking Area 1 or any part thereof the Developer shall submit to the Director of Planning for his approval (which will not be unreasonably withheld or delayed) detailed drawings in respect of Car Parking Area 1 and shall not commence construction of Car Parking Area 1 until such drawings have been approved by him

5.4 In order that the Director of Planning is satisfied that Car Parking Area 1 is being constructed in accordance with the provisions of this agreement the Director of Planning shall have the right to carry out inspections and undertake the supervision of it

- 5.5 The Developer shall give notice to the Director of Planning upon the completion of Car Parking Area 1 and subject to him being satisfied that Car Parking Area 1 has been constructed pursuant to this paragraph 5 the Director of Planning shall issue a letter so confirming
- 5.6 The Developer shall transfer Car Parking Area 1 simultaneously with the transfer of the Main Public Open Space to the Council upon the terms and conditions set out in the Sixth Schedule hereto within three calendar months of the date of the letter of confirmation or within three calendar months from the date of the notice of satisfaction relating to the Main Public Open Space whichever shall be the later

THE FIFTH SCHEDULE

(Commuted Sums/ Late payment)

PART I

1. Commuted Sums

- 1.1 The commuted sums set out in this agreement have been calculated as at the date of this agreement and shall from the day three months following the date of this agreement be adjusted in accordance with the variations in the Retail Price Index published monthly by the Office for National Statistics with base year 1987 equals 100
- 1.2 The commuted sums set out in this agreement shall be adjusted pursuant to the variations in the Retail Price Index and calculated by reference to the indices commencing 30 days prior to the calculation of the base sum and 30 days prior to the payment to the Council of a commuted sum payable under the provisions of this agreement
- 1.3 should the publication of the Retail Price Index pursuant to paragraph 1.1 of the Fifth Schedule to this agreement cease to be published prior to payment of any commuted sum due under this agreement by the Developer then such index shall be replaced by

an index to be mutually agreed between the Council and the Developer of any one of the commuted sums payable

PART II

2. Late Payment

In the event that any sum payable pursuant to this agreement shall not be paid within thirty days of payment becoming due the Developer covenants with the Council to pay to it interest on the outstanding balance of such sum at the rate of four per cent per annum above the Base Rate of Midland Bank Plc from time to time in force from the date when payment became due to the date payment is received by the Council and be recoverable by action as a liquidated sum PROVIDED THAT interest shall not accrue as herein provided should the amount of any sum specified in a relevant invoice issued by the Council prove to be erroneous in which case such invoice shall be deemed cancelled and the Council shall issue a replacement invoice specifying the correct amount to which the aforementioned provision relating to the payment of interest shall apply

THE SIXTH SCHEDULE

(Terms and Conditions of Transfer)

1. Price

The purchase price for each area of land to be transferred to the Council shall be One Pound (£1.00) payable upon completion

2. Title

The Developer shall deduce a good and marketable title to each area of land free from encumbrances including but not limited to any financial charge or any onerous local land or central land charges

3. Covenant for Title

Each area of land shall be conveyed with full title guarantee

4. Vacant Possession

Vacant possession will be given upon completion

5. Engrossments

To prepare a draft transfer for each area of land for approval by the Council and prepare engrossments for each approved draft

7. Costs

The Council's reasonable legal costs not exceeding £250.00 in respect of each transfer will be paid by the Developer

8. Rights to be granted

Each transfer shall contain the grant for the benefit of the land transferred in favour of the Council

8.1 to use all roads and footpaths necessary to gain access to and egress from the land to be transferred with rights to go on to the retained land of the Developer for the purposes of inspecting maintaining renewing and repairing such roads and footpaths

8.2 to use all appropriate Service Media and Services required for use in conjunction with the land transferred in over under or through the retained land of the Developer with rights to go onto such land for the purposes of laying maintaining renewing and repairing such Service Media and making connections with them until such time as the services are adopted by a statutory authority

8.3 of support and protection from adjoining land

9. Rights to be Retained

Each Transfer shall reserve and (where applicable) grant to the Developer for the benefit of such of the retained land owned by it and each and every part thereof:

9.1 the right to use all roads and footpaths on the transferred land for the purposes of access to and from such dominant land with rights to go on to the

transferred land for the purposes of inspecting maintaining renewing and repairing such roads and footpaths making good all damage thereby occasioned

- 9.2 the right to use all service media in over under or through the transferred land with rights to go on to such land for the purposes of laying inspecting maintaining renewing and repairing and making connections with such service media until such time as the Services are adopted by a statutory authority PROVIDED THAT the Developer shall (save for in an emergency) give to the Council 14 (fourteen) days notice in writing of intention to carry out such works and in carrying out such works will comply with all reasonable requirements of the Council and shall erect fencing for the protection of the public around any parts of the Public Open Space where such works are to be carried out and PROVIDED FURTHER that the Developer shall reinstate the Public Open Space immediately following such works to the reasonable satisfaction of the Council

- 9.3 Rights of support and protection as enjoyed on completion of the Development

10. Restrictive Covenants

Each transfer shall contain a restrictive covenant that each area of Public Open Space shall not be used for any purpose other than as public open space and recreational uses

SEVENTH SCHEDULE

Part I

DEED OF COVENANT

This Deed of Covenant is made the day of BETWEEN (1) NORTH
SOMERSET DISTRICT COUNCIL of P.O. Box 138 Town Hall Weston-super-Mare BS23
1LR ('the Council') and (2) [details of the Registered Social Landlord]

1. DEFINITIONS

In this Deed

- 1.1 "Affordable Housing" means housing which is accessible to people whose income does not enable them to afford to buy or rent locally on the open market as defined in the Woodspring Local Plan
- 1.2 "Cascade Criteria" shall mean in order of priority:-
- 1.2.1 existing residents of North Somerset
 - 1.2.2 people who have strong connections with the administrative area of North Somerset needing separate accommodation
 - 1.2.3 people who have an offer of employment to work within North Somerset but who cannot take up such offer due to lack of Affordable Housing within the administrative area
 - 1.2.4 in the event that any one or more individual residential dwelling unit or units of Affordable Housing remain vacant for a period exceeding six months following the completion of each one of the six dwellinghouses to be constructed on the Rental Plots the Council agrees that such unit or units can be made available for occupation by persons who fulfil the criteria set out in sub-clauses 1.2.1 1.2.2. and 1.2.3 within adjoining local planning authority areas
- 1.3 "Director of Housing" shall mean the Director of Housing and Social Services of the Council or her duly authorised deputy or any successor in function
- 1.4 "Director of Planning" shall mean the Director of Planning and Environment for the time being of the Council or his duly appointed deputy or any successor in function
- 1.5 "the Land" means the land at the former Ham Green Hospital Ham Green Easton-in-Gordan North Somerset more particularly delineated on Plan Numbered 1 annexed to the S106 Agreement

- 1.6 "Nominated Purchasers" means such persons as may be nominated by the Council in writing being persons listed on the Council's housing waiting list or otherwise in demonstrable need for Affordable Housing
- 1.7 "Open Market Value" means an opinion of the best price at which the sale of an interest in property would have been completed unconditionally for cash consideration on the date of valuation assuming :-
- 1.7.1 a willing seller
 - 1.7.2 that prior to the date of valuation there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale
 - 1.7.3 that the state of the market level of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of valuation
 - 1.7.4 that no account is taken of any additional bid by a prospective purchaser with a special interest and
 - 1.7.5 that both parties to the transaction had acted knowledgeably prudently and without compulsion
- 1.8 "Registered Social Landlord" means a social housing provider as defined in Section 1 of the Housing Act 1996
- 1.9 "Rental Plots" mean the plots (whether in one or more parcels) to be developed for Affordable Housing for rent
- 1.10 "the S106 Agreement" means an Agreement dated 1998 made pursuant to the provisions of the Town and County Planning Act 1990 and other enabling powers and made between the Council (1) The Secretary of State for Health (2) and Redrow Homes (SW) Limited (3)

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1.11 "Woodspring Local Plan" means the Woodspring Local Plan (Deposit Version) 1994 or such other local plan superceding it

2 NOW THIS DEED WITNESSETH as follows :-

2.1 The Council is the local housing authority for the administrative area of North Somerset

2.2 [] is a Registered Social Landlord

2.3 Redrow Homes (SW) Limited ~~and the Secretary of State~~ covenanted with the Council in the S106 Agreement (clause 11) to procure that simultaneously with the transfer of the Rental Plots to a Registered Social Landlord the Registered Social Landlord would enter into direct covenants with the Council in accordance with this deed

2.4 [] has agreed to enter into this deed of covenant with the Council

2.5 Words importing one gender shall be construed as importing any other gender

2.6 Words importing the singular shall be construed as importing the plural and vice versa

2.7 Where any party comprises more than one person the obligations and liabilities of that party under this deed shall be the joint and several obligations and liabilities of those parties

2.8 [] covenants with the Council as follows

2.8.1 not to use the Rental Plots otherwise than for the purpose of Affordable Housing

2.8.2 not to dispose of the Rental Plots other than to another Registered Social Landlord

2.8.3 to submit to the Council detailed designs of the dwellinghouses of Affordable Housing proposed to be constructed on the Rental Plots for approval by the Director of Housing and the Director of Planning and not to erect any dwellinghouse of Affordable Housing on the Rental Plots until such time as the Director of Housing and the Director of Planning have confirmed in

writing to [] that the detailed designs have been approved by them

2.8.4 to construct on the Rental Plots six dwellinghouses of Affordable Housing in accordance with all necessary consents and permissions in a good and workmanlike manner and in accordance with good modern practice

2.8.5 not to use or allow to be used the Affordable Housing constructed on the Rental Plots otherwise than for the purposes of rent to Nominated Purchasers in the order of priority pursuant to the Cascade Criteria PROVIDED THAT in each case the persons concerned have insufficient income and capital to purchase a property locally at Open Market Value at the time of their need or in the foreseeable future

2.8.6 if within six months following the completion of each one of the dwellings to be constructed on the Rental Plots for Affordable Housing [] can satisfactorily demonstrate to the Director of Housing that no person or persons can be shown to be in demonstrable need for such Affordable Housing for rent the covenant set out in sub-clause 2.8.5 shall cease to have effect in relation to each such dwelling (as relevant)

2.8.7 in the event that the covenant in sub-clause 2.8.5 ceases to have effect then the covenants set out in sub-clauses 2.8.8 and 2.8.9 and clause 2.11 shall have full force and effect in substitution

2.8.8 If the Director of Housing is satisfied that there is no person or persons in demonstrable need for Affordable Housing for rent pursuant to sub-clause 2.8.5 to dispose of the freehold of any one of the six dwellinghouses (as relevant) to Nominated Purchasers PROVIDED THAT prior to or simultaneously with the completion of the transfer of that dwellinghouse to the transferee [] procures that the transferee enters into a deed of covenant

with the Council substantially in the form set out in Part II of the Seventh Schedule to the S106 Agreement (as amended to refer to the Affordable Housing constructed on the Rental Plots)

2.8.9 that prior to the freehold disposal of each and every unit of Affordable Housing to submit in writing to the Director of Housing the opinion given by a qualified surveyor of not less than ten years standing and experienced in the valuation of residential properties in the area of the Land the Open Market Value of the property to be disposed of

2.9 The Council will within fourteen days from the receipt of the opinion as to valuation notify [] as to whether the Director of Housing agrees with that opinion. 2.10 If the Open Market Value shall not be agreed between the Council and [] within 14 days then the Open Market Value shall be determined by an independent qualified Surveyor of not less than 10 years standing and experienced in the valuation of residential properties in the area of the Land who shall act as an expert and not as an arbitrator and who shall be appointed in default of agreement upon the application of either [] or the Council after the expiration of the said period of 14 days by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy and the costs (including those relating to his appointment) of such Surveyor shall be in the experts award and settled accordingly

2.11 [] further covenants with the Council:

2.11.1 not to dispose of any one of the dwellinghouses of Affordable Housing constructed on the Rental Plots at a consideration exceeding 80% of the Open Market Value as agreed between the parties or as determined by the independent qualified surveyor

2.11.2 not to sell the Affordable Housing other than to Nominated Purchasers in the order of priority pursuant to the Cascade Criteria PROVIDED THAT in each

case the persons concerned have insufficient income and capital to purchase a property locally at Open Market Value at the time of their need or in the foreseeable future

2.11.3 to submit to the Director of Housing within one month from the completion date of the instrument full details of the consideration at which such sale was completed

2.11.4 to submit this deed to H.M. Land Registry simultaneously with [] application for registration of its title to the Rental Plots or not later than the expiration of the priority period conferred by its H.M. Land Registry Search (whichever shall be the earlier) to protect by registration a [] under the Land Registration Act 1925 [Section]

2.12 Each party shall bear its own costs in relation to the deed

2.13 Any notice or other communication given or made in accordance with this deed must be in writing and shall be delivered or posted to that party at the address specified as theirs at the head of this deed and in the case of the Council addressed to the appropriate officer referred to within this deed

IN WITNESS whereof this Instrument has been executed as a deed by the parties hereto

THE COMMON SEAL of NORTH)

SOMERSET DISTRICT COUNCIL)

was hereunto affixed in the presence of :-)

THE COMMON SEAL of)

)

was hereunto affixed in the presence of :-)

SEVENTH SCHEDULE

Part II

DEED OF COVENANT

This Deed of Covenant is made the day of BETWEEN (1)
NORTH SOMERSET DISTRICT COUNCIL of P.O. Box 138 Town Hall Weston-super-
Mare BS23 1LR ('the Council') and (2) ('the Transferee') of

1. DEFINITIONS

In this Deed

- 1.1 "the Property" is the property known as []
- 1.2 "the Director of Housing" is the Director of Housing and Social Services of the Council or any successor in function
- 1.3 "Open Market Value" means an opinion of the best price at which the sale of an interest in property would have been completed unconditionally for cash consideration on the date of valuation assuming :
 - 1.3.1 a willing seller
 - 1.3.2 that prior to the date of valuation there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale
 - 1.3.3 that the state of the market level of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of valuation
 - 1.3.4 that no account is taken of any additional bid by a prospective purchaser with a special interest and

- 1.3.5 that both parties to the transaction had acted knowledgeably prudently and without compulsion
- 1.4 "Cascade Criteria" shall mean in order of priority:-
- 1.4.1 existing residents of North Somerset
 - 1.4.2 people who have strong connections with the administrative area of North Somerset needing separate accommodation
 - 1.4.3 people who have an offer of employment to work within North Somerset but who cannot take up such offer due to the lack of Affordable Housing within the administrative area
 - 1.4.4 in the event that the Property remains vacant for a period exceeding six months following the active marketing of the Property on the open market the Council agrees that the Property can be made available for occupation by persons who fulfil the criteria set out in sub-clauses 3.8.1 3.8.2 and 3.8.3 within adjoining local planning authority areas
- 1.5 "Nominated Purchasers" means such persons as may be nominated by the Council in writing being persons listed on the Council's housing waiting list or otherwise in demonstrable need for Affordable Housing
- 1.6 "Affordable Housing" means housing which is accessible to people whose income does not enable them to afford to buy or rent locally on the open market as defined in the Woodspring Local Plan
- 1.7 "Old Nurses School" means the former Nurses School which is to be converted into nine flats for use as Affordable Housing and the location of which is shown for identification purposes marked 'Y' on Plan Numbered 2
2. NOW THIS DEED WITNESSETH as follows
- 2.1 The Council is the local housing authority for the administrative area of North Somerset

- 2.2 The Transferee is the owner of the Property and has agreed to enter into this deed of covenant with the Council
- 2.3 Words importing one gender shall be construed as importing any other gender
- 2.4 Words importing the singular shall be construed as importing the plural and vice versa
- 2.5 Where any party comprises more than one person the obligations and liabilities of that party under this deed shall be the joint and several obligations and liabilities of those parties
- 2.6 The Transferee covenants with the Council as follows
- 2.6.1 not to transfer the Property or any other estate or interest in it to any person without first ensuring that such person will contemporaneously exercise a deed directly with the Council in the form of this deed including for the avoidance of doubt this present covenant
- 2.6.2 to submit in writing to the Director of Housing the opinion given by a qualified surveyor of not less than 10 years standing and experience in the valuation of residential properties in the area of the Property the Open Market Value of the Property
- 2.6.3 If the Open Market Value of the Property shall not be agreed by the Director of Housing within 14 days from the receipt of the opinion as to valuation then the Open Market Value shall be determined by an independent qualified surveyor of not less than 10 years standing and experienced in the valuation of residential properties in the area of the Property and who shall act as an expert and not as an arbitrator and who shall be appointed in default of agreement upon the application of either the Transferee or the Director of Housing after the expiration of the said period of 14 days by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy and the costs

(including those relating to his appointment) of such Surveyor shall be in the experts award and settled accordingly

2.6.4 not to dispose of the Property at any time at a consideration that exceeds 80% of the Open Market Value as agreed between the parties or as determined by the independent qualified Surveyor

2.6.5 not to dispose of the Property except to Nominated Purchasers in the order of priority pursuant to the Cascade Criteria PROVIDED THAT in each case the persons concerned have insufficient income and capital to purchase a property locally at Open Market Value at the time of their need or in the foreseeable future

2.6.6 to submit to the Director of Housing within one month from the completion date of the instrument full details of the consideration at which such sale was completed

2.6.7 to submit this deed to H.M. Land Registry simultaneously with the Transferor's application for registration of his title to the Rental Plots or not later than the expiration of the priority period conferred by his H.M. Land Registry Search (whichever shall be the earlier) to protect by registration a [

] under the Land Registration Act 1925 [Section]

2.7 Each party shall bear its own costs in relation to the deed

2.8 Any notice or other communication given or made in accordance with this deed must be in writing and shall be delivered or posted to that party at the address specified as theirs at the head of this deed and in the case of the Council addressed to the appropriate officer referred to within this deed

IN WITNESS whereof this instrument has been executed as a deed by the parties hereto

- 2.4 The Woodland will as a result of a transfer to it be held from the date of the said transfer by or in trust for the Trust and the Trust is not an exempt charity and the restrictions on dispositions imposed under Section 34 of the Charities Act 1993 will apply (subject to sub-section 9 of that Section)
- 2.5 Words importing one gender shall be construed as imposing any other gender
- 2.6 Words importing the singular shall be construed as importing the plural and vice versa
- 2.7 Where any party comprises more than one person the obligations and liabilities of that party under this deed shall be the joint and several obligations and liabilities of those parties.
- 2.8 [The Trust] with the intention that the following provisions bind the Woodland and every part of it into whosoever hands it may come covenants with the Council but not so as to render the Trust liable for any breach of covenant after it shall have parted with all interest in the Woodland as follows
- 2.8.1 at their own cost and expense to maintain at all times the Woodland pursuant to the approved Nature Conservation Plan and the approved Monitoring Plan (more particularly referred to in clauses 14.2 and 14.3 of the S106 Agreement dated the [] and made between the Council (1) The Secretary of State for Health (2) and Redrow Homes (SW) Limited (3)
- 2.8.2 not to use those parts of the Woodland cross hatched yellow and stippled yellow on the Plan for any purpose other than woodland nature conservations and informal recreation
- 2.8.3 to use all reasonable endeavours not to allow members of the general public or any unauthorised persons to enter that part of the Woodland hatched yellow on the Plan

2.8.4 to permit at all times at no cost whatsoever members of the general public to use those parts of the Woodland cross hatched yellow and stippled yellow on the plan

2.8.5 to erect signs along the boundary of that part of the Woodland hatched yellow on the Plan informing members of the general public that there is no public access to that part of the Woodland

2.8.6 not to transfer the Woodland or any estate or interest in it to any person without first ensuring that such person will contemporaneously exercise a deed directly with the Council in the form of this deed including for the avoidance of doubt this present covenant

2.8.7 to submit this deed to H.M. Land Registry simultaneously with (the Trust's) application for registration of its title to the Woodland or not later than the expiration of the priority period conferred by its H.M. Land Registry Search (whichever shall be the earlier) to protect by registration a [] under the Land Registration Act 1925 [Section]

2.9 Any notice or other communication given or made in accordance with this deed must be in writing and shall be delivered or posted to that party at the address specified as theirs at the head of this deed and in the case of the Council addressed to the appropriate officer referred to within this deed

IN WITNESS whereof this instrument has been executed as a deed by the parties hereto

THE COMMON SEAL of NORTH)

SOMERSET DISTRICT COUNCIL)

was hereunto affixed in the presence of :-)

The Official Seal of the Secretary of State for
Health hereunto affixed is authenticated by

a member of the Senior Civil Service



THE COMMON SEAL of NORTH)

SOMERSET DISTRICT COUNCIL)

was hereunto affixed in the presence of:-)

G. Kiso
CHAIRMAN OF THE COUNCIL
M. C. N. C.

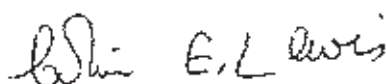
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SOLICITOR TO THE COUNCIL
EXECUTED as a Deed by REDROW)

HOMES (SW) LIMITED)

acting by

Director



Director



SIGNED by the SECRETARY OF STATE)

in the presence of:-)