

DATED

29th September 2022

between

WILTSHIRE COUNCIL

and

STONEWATER (2) LIMITED

and

M&G TRUSTEE COMPANY LIMITED

**Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers**

**relating to Land at Star Ground, Station Road, Holt, Wiltshire
(Planning Reference No: PL/2021/09777)**

**Head of Legal Services
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: WCS/52887/97
Osprey Ref: 137789**

CONTENTS

CLAUSE

1.	Definitions	3
3.	Statutory provisions.....	14
4.	Commencement.....	15
5.	The Owner's Covenants	15
6.	The Council's Covenants	15
7.	General	16
8.	Notices.....	17
9.	Waiver	17
10.	Change in Ownership	18
11.	Indexation.....	18
12.	Interest.....	18
13.	Mortgagee's consent	18
14.	VAT.....	18
15.	Indemnity	19
16.	Delivery.....	19

SCHEDULES

SCHEDULE 1	FINANCIAL CONTRIBUTIONS	21
SCHEDULE 2	AFFORDABLE HOUSING.....	22
SCHEDULE 3	NOMINATION RIGHTS.....	26
SCHEDULE 4	AFFORDABLE HOUSING MIX	27
SCHEDULE 5	NDSS AND 85% NDSS.....	28
SCHEDULE 6	OPEN SPACE.....	29
SCHEDULE 7	COVENANTS BY THE COUNCIL	31
SCHEDULE 8	LANDSCAPE PLAN	32

ANNEX

ANNEX A.	PLAN.....	33
ANNEX B.	AFFORDABLE HOUSING PLAN	34
ANNEX C.	OPEN SPACE PLAN	35

THIS DEED is dated *29th September* 2022

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN (Council).
- (2) **STONEWATER (2) LIMITED** (Registered Society No. 19412R) of Suite C Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP (Owner).
- (3) **M&G TRUSTEE COMPANY LIMITED** incorporated and registered in England and Wales with company number 1863305 whose registered office is at 10 Fenchurch Avenue, London, EC3M 5AG (Mortgagee).

BACKGROUND

- (A) The Owner is the freehold owner of the Land registered at the Land Registry under title number WT282469
- (B) The Council is the local planning authority for the purposes of the Act, the highway authority, the education authority and the housing authority for the area in which the Land is situated
- (C) The Mortgagee has the benefit of a charge registered against the Land
- (D) The Owner has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed without which the Planning Permission would not be granted.
- (E) The Development is a rural exception site in accordance with the Council's revised core policy 44 which is solely providing affordable housing in perpetuity in the rural area.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

The definitions and rules of interpretation in this clause apply in this deed:

"the 1980 Act" the Highways Act 1980

"the Act"	the Town and Country Planning Act 1990 as amended
"Affordable Housing"	means <ul style="list-style-type: none"> (1) Social Rented Housing; or (2) Affordable Rented Housing; provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative Affordable Housing provision
"Affordable Housing Mix"	means the mix of Affordable Housing Units set out in Schedule 4
"Affordable Housing Plan"	means the plan attached to this Deed at Annex B and referenced 20040/101 Rev D which plan is for the purposes of identification only
"Affordable Housing Requirement"	means the Affordable Housing to be provided in accordance with paragraph 3 of Schedule 2 of this Deed
"Affordable Housing Unit(s)"	means the Residential Unit(s) forming part of the Development to be provided as Affordable Housing in accordance with Schedule 2
"Affordable Rented Housing"	means rented housing let by a Transferee to a Qualifying Person who is eligible to obtain Social Rented Housing and which is subject to rent controls that require a rent of no more than 80% (eighty percent) of local Open Market Rent (including service charges, where applicable) at the time of

letting which may be increased by no more than the Consumer Price Index plus 1% (one percent) annually or other such amount as prescribed by the Regulator of Social Housing

"Affordable Rented Unit(s)"

means the Affordable Housing Unit(s) that are only available to be used and Occupied as Affordable Rented Housing

"Allocations Policy"

means the Council's policy for allocating Affordable Housing Units for all tenures (for the avoidance of doubt including Shared Ownership Housing) in the administrative area of Wiltshire (as amended from time to time)

"CIL Regulations"

means the Community Infrastructure Levy Regulations 2010 (as amended)

"Commencement of Development"

the date on which any material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out with the exception of operations consisting of site clearance, pegging out or marking operations, ecological translocation works, remedial works in respect of any contamination or other adverse ground conditions investigation of ground conditions and remedial work, archaeological work, demolition, erection of temporary means of enclosure or hoardings and the temporary display of site notices and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and Commence and Commenced shall be construed accordingly

"Contribution"	means each financial contribution payable to the Council under this Deed
"Council's Standards"	means the maintenance provisions in the Standard Specification for the Adoption of Open Space at Schedule 8
"Development"	any development permitted by the Planning Permission
"Director"	the Associate Director of Economic Development and Planning or his appointed representative for the time being of the Council
"Disposal"	means a sale of the freehold or leasehold and references to " Dispose " shall be construed accordingly
"Engineer"	the Associate Director of Highways and Transport or his appointed representative for the time being of the Council
"Head of Housing"	means the manager for the time being of the Housing Enabling Team or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed
"Homes England"	Homes England which is the trading name of the Homes and Communities Agency established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function
"Homes England Target Rent"	means the maximum weekly rent that may be charged by a Transferee for Social Rented Housing in Wiltshire as determined through the National Rent Regime

"Head of Housing"	means the manager for the time being of the Housing Enabling Team or such other person as the Council may appoint to perform the functions of the Head of Housing under this Deed
"Index"	means (a) the All in Tender Price Index published by the Building Cost Information Service ("BCIS") of the Royal Institute of Chartered Surveyors ("RICS") in relation to the Waste and Recycling Contribution; (b) the United Kingdom (UK) House Price Index as it applies to the Wiltshire local authority area and in the event that such index shall have changed the Council shall select a reasonable alternative index
"Index Linked"	increased in accordance with the following formula: Amount payable = the Contribution x (A/B) where: A = the figure for the Index that applied immediately preceding the date of actual payment and B = the figure for the Index that applied when the Index was last published prior to the date of this Deed
"Interest"	Interest at the rate of 4% (four percent) above the base lending rate of the HSBC Bank Plc from time to time
"Land"	the land at Star Ground, Station Road, Holt, Wiltshire shown edged red on the Plan
"Landscape Plan"	means a landscape plan to be provided by the Owners for the laying out, construction, landscaping and maintenance of the Open Space including the documents listed in Schedule 8 of this Deed

"Land Compensation Act"	In relation to clause 16 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Acts on a date on or after the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works
"Management Scheme"	means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space to the satisfaction of the Council which scheme shall include full details of the maintenance programme
"National Rent Regime"	means the rent policy set out for Social Rent within the Rent Standard Guidance as published by the Ministry of Housing Communities and Local Government and the Regulator of Social Housing in April 2020 and updated in December 2020 and any other guidance issued by the Regulator of Social Housing or its successors in relation to this document
"NDSS"	means the Technical Housing Standards Nationally Described Space Standard published by the Department for Communities and Local Government and current at the Date of this Deed (or such document as shall succeed or replace it) as set out in Schedule 5
"Nomination Rights"	the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 3.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by

personnel engaged in construction and "Occupy" shall be construed accordingly

"Open Market Rent" means the rent calculated in accordance with the definition of **"Market Rent"** at Practice Statement 4 of the Royal Institution of Chartered Surveyors' Red Book 2017 or any subsequent document which amends or replaces it

"Open Market Value" means a price to be calculated in accordance with the definition of **"Market Value"** at Practice Statement 4 of the Royal Institution of Chartered Surveyors' Red Book 2017 or any subsequent document which amends or replaces it

"Open Space" means the open space in perpetuity within that part of the Land measuring a minimum of one thousand two hundred and seventy-seven square metres (1277 square metres) shown for identification purposes on the Open Space Plan;

"Open Space Plan" means the plan or drawing attached to this Deed at Annex C and referenced 20040/103 Rev P1 which plan is for the purposes of identification only

"Open Space Practical Completion Certificate" means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Waste and Environment, Culture and Operational Change once he is satisfied that the Open Space has been provided and laid out in accordance with the approved Landscape Plan and paragraphs 1-4 of Schedule 6 have been complied with

"Plan" the plan or drawing attached to this Deed at Annex A and referenced 20040/100 Rev. A which plan is for the purposes of identification only

"Planning Application"

the planning application for full planning permission for erection of 10 affordable homes, vehicular access, open space, landscaping and associated infrastructure dated 8 November 2021 submitted to the Council and allocated reference number PL/2021/09777

"Planning Permission"

the planning permission for the Development that may be granted pursuant to the Planning Application

"Practical Completion"

the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by the other party's architect

"Protected Tenant"

means any person who:

- a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- c) has purchased from the Transferee in accordance with the terms of the shared ownership lease all of the shares so that they own the entire Affordable Housing Unit

"Qualifying Person"

means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase at Open Market Value or rent

of a house in the area at Open Market Rents and who is considered by the Council to be a person whom it is proper to be allocated accommodation in an Affordable Housing Unit

"Registered Provider"

means a Registered Provider as defined by Section 80 of the Housing and Regeneration Act 2008 from the Council's list of preferred development partners or as otherwise agreed in writing by the Council such approval not to be unreasonably withheld or delayed

"Regulator of Social Housing"

means the Regulator of Social Housing as referred to in s80A Housing and Regeneration Act 2008

"Remedial Notice"

means the notice or notices issued by Service Head – Waste and Environment, Culture and Operational Change either prior to or during the Maintenance Period (if appropriate) requiring the Owner to carry out any works that he considers (at his absolute reasonable discretion) to be necessary for the Open Space to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed

"Residential Units"

means all residential units forming part of the Development '**Residential Unit**' shall be construed accordingly

"Service Head – Waste and Environment, Culture and Operational Change"

means the head of the service with responsibility for adoption of open spaces play areas and amenities or such replacement head of service as determined by the Council or his appointed representative for the time being of the Council

"Social Rented Housing"	means the housing owned and managed by a Transferee for which guideline target rents are determined through the National Rent Regime
"Social Rented Unit(s)"	means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Social Rented Housing
"Specified Date"	the date upon which an obligation arising under this Deed is due to be performed or such other date as shall be agreed in writing with the Council as appropriate
"Standards"	means the size standards promoted by Homes England as at the date of this Deed being at least 85% NDSS
"Subsidy"	means any grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund, the Private Finance Initiative or any other form of state aid or grant subsidy
"Subsidy Affordable Housing Consideration"	means the price to be paid for the Affordable Housing Units by the Transferee which shall be the price at which the Transferee can afford to pay for the relevant percentage of the Affordable Housing Units with Subsidy and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owner which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality of standard than that envisaged by paragraph 3 of Schedule 2
"Transferee"	means the Registered Provider the Council in its capacity as local housing authority (at the Council's

absolute discretion) and/or a third party which meets the requirements of the Council to own and manage Affordable Housing Units such approval not to be unreasonably withheld or delayed

"Waste and Recycling Contribution"

means the sum of ninety one pounds (£91.00) per Residential Unit towards the cost of on-site waste and recycling bins for the Development

"Working Day(s)"

days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2. Construction of this Deed

- 2.1. Words importing the masculine include the feminine and neuter gender and vice versa
- 2.2. Words importing the singular include the plural and vice versa
- 2.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually
- 2.5. Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of "the Owner" are fulfilled as expeditiously as possible
- 2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed

- 2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed
- 2.8. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion
- 2.9. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it
- 2.10. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council
- 2.11. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

3. Statutory provisions

- 3.1. This Deed is made pursuant to the following:

Section 106 of the Act
Section 111 of the Local Government Act 1972
Section 93 Local Government Act 2003
Section 1 Localism Act 2011
and all other enabling powers

and has been entered into by the Council pursuant to those powers

- 3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

- 3.3. It is acknowledged that the obligations contained in this Agreement are:

- 3.3.1. necessary to make the Development acceptable in planning terms;
- 3.3.2. directly related to the Development; and
- 3.3.3. fairly and reasonably related in scale and kind to the Development in accordance with the requirements of Regulation 122 of the CIL Regulations

4. Commencement

- 4.1. This Deed takes effect on the grant of the Planning Permission and save for any obligations in this Deed which require compliance prior to the Commencement of Development which shall be conditional upon the grant of the Planning Permission the obligations contained in clause 5 and the Schedules shall take effect on the grant of the Planning Permission and Commencement of Development
- 4.2. The Owner shall notify the Council of the Commencement of Development and the date of Occupation of the first Residential Unit and the date of Occupation of 50% of the Residential Units and the date of Occupation of 80% of the Residential Units and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice
- 4.3. If the Owner has not provided the information referred to in clause 4.2 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

5. The Owner's Covenants

The Owner will observe and perform the obligations set out in this Deed and the Schedules

6. The Council's Covenants

The Council covenants with the Owner as set out in the Sixth Schedule

7. General

The parties agree that:

- 7.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.
- 7.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)
- 7.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.4. Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.5. If before Commencement of Development the Planning Permission:
 - a) expires within the meaning of Sections 91 92 or 93 of the Act; or
 - b) is revoked, quashed or modified without the consent of the Owner;this Deed shall cease to have effect
- 7.6. The Owner shall pay to the Council its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same
- 7.7. The Owner shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed.

- 7.8. This Deed shall be registerable as a local land charge by the Council
- 7.9. If required by the Council the Owner shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry
- 7.10. Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate
- 7.11. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.12. Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations
- 7.13. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

8. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference 137789

9. Waiver

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from

enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10. Change in Ownership

The Owner agrees with the Council to give the Council written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged within 10 Working Days of such disposal. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Residential Unit

11. Indexation

All financial contributions payable to the Council under this Deed shall be Index Linked

12. Interest

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

13. Mortgagee's consent

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

14. VAT

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

14.2. If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged

in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

15. Indemnity

15.1. The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- a) Compensation (including any claim arising under the Land Compensation Acts)
- b) Damages
- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

15.2. The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

16. Delivery

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

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

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Schedule 1 Financial Contributions

Waste and Recycling

1. The Owner covenants with the Council that it shall:
 - 1.1 Pay to the Council the Waste and Recycling Contribution prior to Commencement of Development
 - 1.2 Not Commence Development without paying to the Council the Waste and Recycling Contribution and payment has been acknowledged in writing by the Council
 - 1.3 Prior to Commencement of Development provide details of their designated contact for liaison regarding the waste and recycling and to provide update of their designated contact following any change of personnel
2. The Owner hereby undertakes and agrees with the Council that the Indemnity provisions in paragraphs 15.1 - 15.2 of this Deed shall be applicable to any claim or claims made against the Council and such claim arising in connection with or incidental to or in consequence of the Council carrying out its duties of waste and recycling during the course of the Development on the Land and the Owner will hold the Council fully indemnified from and against each and every said claim
3. The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

Schedule 2 Affordable Housing

The Owner covenants with the Council that it shall:

General

1. provide the Affordable Housing Units in accordance with the Affordable Housing Plan and Affordable Housing Mix unless otherwise agreed in writing with the Council;
2. provide 100% (one hundred percent) of the Residential Units as Affordable Housing with Subsidy as Affordable Rented or Social Rented Units unless otherwise agreed in writing with the Council

Design of Affordable Housing Units

3. Construct all of the Affordable Housing Units to the Standards unless otherwise agreed in writing with the Council;

Transferee

4. The Owner is an approved Transferee;
5. In the event the Owner transfers the Affordable Housing Units to another Transferee it shall:
 - 5.1. transfer the Affordable Housing Units for the Subsidy Affordable Housing Consideration
 - 5.2. provide to the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units;
6. ensure that each transfer of an Affordable Housing Unit to another Transferee in accordance with paragraph 5 of this Schedule shall:
 - 6.1. be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 (one hundred and twenty five) years;
 - 6.2. provide, without additional cost to the Transferee, vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and laid as part of the

remainder of the Development and connected to highways and sewers that serve the area;

- 6.3. procure that on transfer of the Affordable Housing Units to the Transferee the Transferee will operate in accordance with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units unless otherwise agreed in writing with the Council;

Allocations Policy/Nominations Rights

7. operate in accordance with the Allocations Policy and the Nomination Rights in respect of the Affordable Housing Units unless otherwise agreed in writing with the Council;

Homes England's Target Rent

8. ensure that the:
 - 8.1. Social Rented Units are let at a rent that is no more than the Home England's Target Rent;
 - 8.2. Affordable Rented Units are let at a rent of no more than 80% (eighty percent) of local Open Market Rent (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus 1% (one percent) annually or such other amount as prescribed by the Homes England);

Use of Affordable Housing Units

9. ensure that the Affordable Housing Units are at all times owned and managed by the Transferee and used and Occupied in accordance with paragraph 2 of this Schedule and the Affordable Housing Mix as:
 - 9.1. Social Rented Units or Affordable Rented Units let by way of tenancy agreements in line with the Regulator of Social Housing's regulatory

standards or such other form of tenancy agreement as shall be agreed in writing with the Council;

9.2. or such other tenancy agreement as shall be agreed in writing with the Council;

10. subject to the provisions of paragraphs 12 and 13 of this Schedule not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing;

Qualifying Persons

11. ensure unless otherwise agreed in writing with the Council that the Affordable Housing Units are Occupied and let to a person(s) who satisfies the following conditions:

11.1. is a Qualifying Person whom it is proper for the Transferee to house in accordance with its rules; and

11.2. has a local connection as set out in the Allocations Policy

Mortgagee Provisions – rented ownership

12. The Affordable Housing provisions of this Deed and the Nomination Rights contained in Schedule 3 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

12.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable

Housing Units to another Transferee for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

12.2. if such Disposal has not completed within the three (3) month period the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

13. The Affordable Housing provisions contained in this Schedule and the Nomination Rights contained in Schedule 3 shall not be binding on or enforceable against any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees

Schedule 3 Nomination Rights

1. Pursuant to paragraph 7 of Schedule 2, as between the Transferee and the Council the following provisions shall govern the nominations/allocations of Occupation of the Affordable Housing Units in line with the Allocations Policy and the nominations procedures for each type of tenure;
2. The Transferee shall notify the Council in writing from time to time of any Affordable Housing Unit that shall be vacant and available for Occupation;
3. The Transferee will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons;
4. The Council and the Transferee shall have the following nomination rights in respect of the Affordable Housing Units:

Nominations

The initial allocation of each dwelling:	the Council 100%
Thereafter:	the Council 75%
	the Transferee 25%

Schedule 4 Affordable Housing Mix

Affordable Rented or Social Rented Units (10 units)

2 x 1 bed 2 person flats

2 x 2 bed 3 person bungalows

4 x 2 bed 4 person houses

1 x 3 bed 5 person house

1 x 3 bed 6 person house

Schedule 5 NDSS and 85% NDSS

Number of bedrooms	Number of bed spaces	NDSS			Minimum 85% NDSS		
		1 storey (sqm)	2 storey (sqm)	3 storey (sqm)	1 storey (sqm)	2 storey (sqm)	3 storey (sqm)
Studio	1p	39 (37)*			34 (32)*		
1b	2p	50	58		43(F)	50	
2b	3p	61	70		52	60	
	4p	70	79		60(B)	68(H)	
3b	4p	74	84	90	63	72	77
	5p	86	93	99	74	80	85
	6p	95	102	108	81	87	92
4b	5p	90	97	103	77	83	88
	6p	99	106	112	85	91	96
	7p	108	115	121	92	98	103
	8p	117	124	130	100	106	111
5b	6p	103	110	116	88	94	99
	7p	112	119	125	96	102	107
	8p	121	128	134	103	109	114
6b	7p	116	123	129	99	105	110
	8p	125	132	138	107	113	118

*Where a one person flat has a shower room rather than a bathroom the floorspace may be reduced from 39 sqm to 37 sqm (NDSS) or from 34 sqm to 32 sqm (85% NDSS).

(F=Flat) (B=Bungalow) (H=House)

Schedule 6 Open Space

The Owner shall:

1. Not remove uproot destroy lop or damage any tree or shrub on the Land unless and until the Landscape Plan has been submitted to and approved by the Service Head – Waste and Environment, Culture and Operational Change OR submit to the Service Head – Waste and Environment, Culture and Operational Change for approval in writing prior to the Commencement of Development the Landscape Plan including the Management Scheme and not Commence Development until the Landscape Plan including the Management Scheme has been approved in writing by the Service Head – Waste and Environment, Culture and Operational Change (such approval not to be unreasonably withheld) and thereafter shall lay out the Open Space in accordance with the approved Landscape Plan
2. To notify the Council in writing within seven (7) Working Days of completion of the laying out of the Open Space of the details of their designated contact for queries regarding the Open Space and request an inspection by the Service Head – Waste and Environment, Culture and Operational Change
3. Not allow more than seven (7) of the Residential Units to be Occupied until:
 - 3.1 the Open Space Practical Completion Certificate has been issued;
 - 3.2 the Open Space has been made available for public use;
 - 3.3 the Owner has erected a prominent sign on the Open Space indicating who is responsible for maintaining the Open Space such sign to be kept in a good and legible condition at all times
4. After the construction and laying out of the Open Space and as soon as the planting season permits to plant in the Open Space plants and trees in accordance with the approved Landscape Plan
5. Not adjust the actual area of Open Space so as to include and/or exclude land that abuts the boundary of the curtilages of individual Residential Units or adopted or adoptable highway UNLESS such adjustment has been agreed in writing with the Service Head – Waste and Environment, Culture and Operational Change

6. Not to use or allow the Open Space to be used for any other purpose other than as Open Space for the use by and for the enjoyment of the public in perpetuity save that the Open Space may be temporarily closed for the purposes of maintenance management or repair of the Open Space or in the interests of public safety
7. Pay the Council's costs in taking any action to remedy the failure to comply with the Remedial Notice within 21 Working Days of the Service Head – Waste and Environment, Culture and Operational Change serving notice of the amount due
8. To insure and maintain or procure the maintenance of the Open Space in accordance with the approved Management Scheme to the satisfaction of the Service Head – Waste and Environment, Culture and Operational Change and to comply with any Remedial Notice issued by the Service Head – Waste and Environment, Culture and Operational Change within 28 Working Days
9. Ensure that the Open Space shall be maintained in perpetuity in accordance with the approved Management Scheme (unless otherwise agreed in writing with the Council)

Schedule 7 Covenants by the Council

The Council covenants with the Owner:

Repayment of Contributions

1. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
2. To pay to the paying party such amount of any payment made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner to do so

Open Space

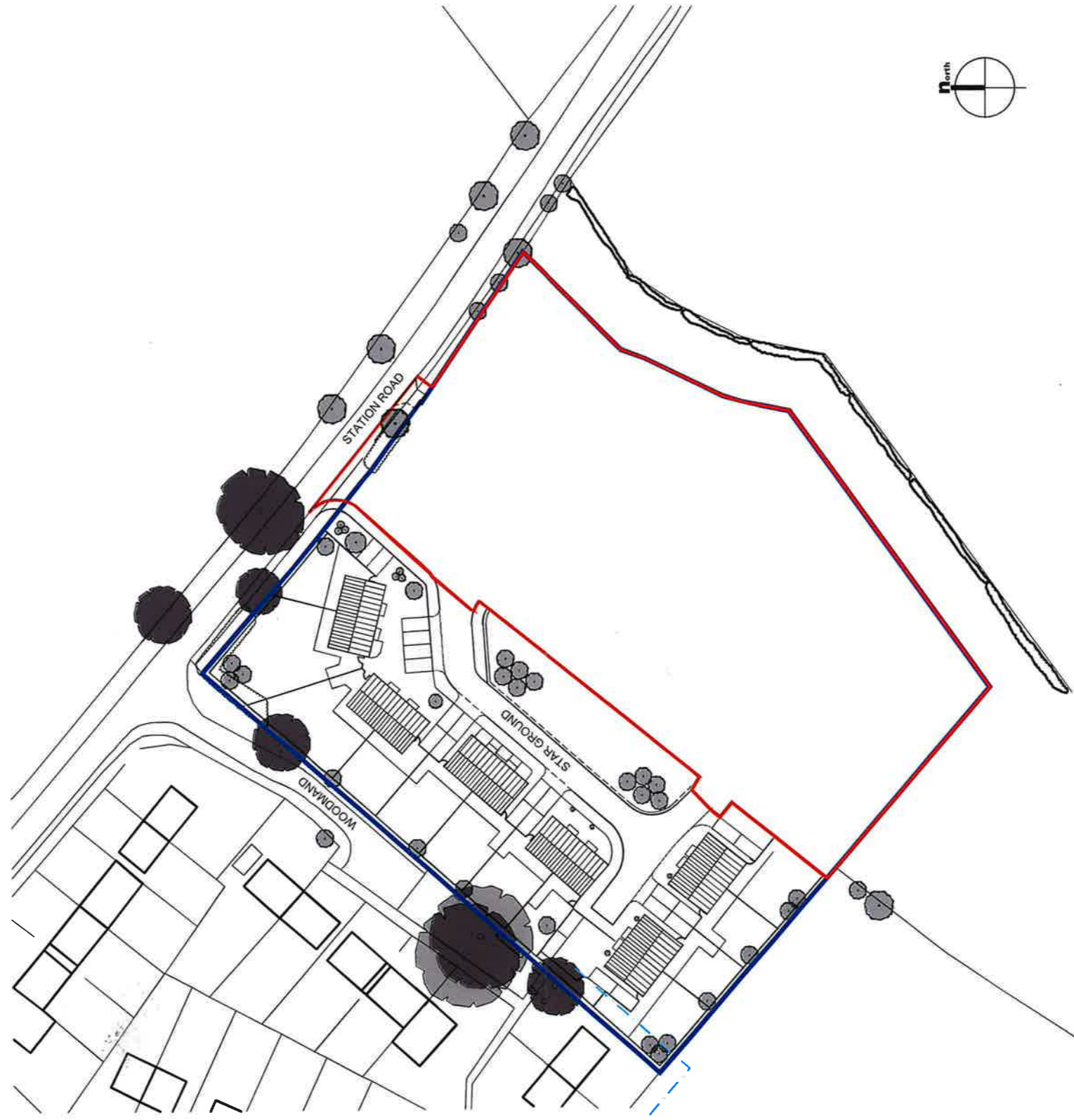
3. To inspect the Open Space within a reasonable period of having received notification from the Owner under Paragraphs 2 and 3 of Schedule 6 of this Agreement or in the event that no such notification has been received at the Council's discretion to determine whether to issue the Open Space Practical Completion Certificate
4. If appropriate following an inspection referred to under paragraph 1 above either:-
 - (a) issue the Open Space Practical Completion Certificate; or
 - (b) issue a Remedial Notice
5. To inspect the Open Space in the event that a Remedial Notice is issued
6. If a Remedial Notice is issued then the timetable for issuing the Open Space Practical Completion Certificate under this Agreement shall be deemed amended accordingly in order for compliance of the Remedial Notice to be achieved and further inspections are to be carried out by the Council as appropriate
7. In the event that a Remedial Notice is not complied with within a reasonable period agreed with the Council then the Open Space Practical Completion Certificate shall not be issued until the Remedial Notice has been complied with to the reasonable satisfaction of the Council

Schedule 8 Landscape Plan

1. Owners' landscape proposals document;
2. Wiltshire Council's Standard Specification for adoption of Open Space; and
3. Plans

Annex A. Plan

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KEY:

- Planning application boundary
- Ownership boundary



Revision	Description	Rev By	Date
A	Planning application	OK	25.08.2021
P1	First Issue	OK	12.08.2021

Project Title: **Station Road Holt-Phase 2**



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Drawing Title: **Site Location Plan**

Drawn By: **OK** Checked By: **JB** Date: **12.08.2021** Scale: **1:1250@A4**

Status: **PLANNING** Dwg. No: **20040/100** Rev: **A**









Annex B. Affordable Housing Plan

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Notes:

ACCOMMODATION SCHEDULE						
HOUSE TYPE	BEDSPACES	GIA(m ²)	No. of	Car park	Cycle park	
A	MAIS.	1-bed 2-person	59	2	2x1	2x1
B	BUNGALOW	2-bed 3-person	73	2	2x2	2x2
C	HOUSE	3-bed 5-person	98	1	1x2	1x3
D	HOUSE	3-bed 6-person	101	1	1x2	1x3
E	HOUSE	2-bed 4-person	87	4	4x2	1x2
TOTAL				10		
Total No of car parking spaces					18	
Visitors' car parking spaces					2	
Total No of cycle parking spaces						14

KEY:

- Planning application boundary
- Ownership boundary
-  2400x1800mm Garden shed on concrete base - to include cycle storage; steel fixing point set into a concrete base to allow both the wheel and frame to be locked securely. Minimum 1500mm turning circle required for access.
-  Refuse / recycling bins - 1 no. 180 l residual waste bin, 1 no. 240 l plastic bottles and cardboard bin, 2 no. 55 l recycling boxes, 1 no. 180 l garden waste bin, for kerb side collection. Minimum 1500mm turning circle required.
-  Rotary clothes dryer in concrete base. To provide minimum of 4m drying space.
-  6M easement zone to surface water discharge to watercourse
-  6M easement zone to Gas Main
-  electric car charging location
-  air source heat pump
-  bat tubes (Schwegler 1FR or similar)
Refer to EDP detailed Planning Plans

D	Updated in line with revised landscaping plan.	JB	10.01.2022
C	New pavement amended to block paving, paths added to open space and width of house type E increased.	JB	21.12.2021
B	Indicating proposed bat tube locations	OK	09.09.2021
A	Planning application	OK	25.08.2021
P1	First Issue	OK	12.08.2021
Revision	Description	Rev By	Date

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Project Title:

Station Road Holt-Phase 2

Drawing Title:

Proposed Site Layout

Drawn By: OK

Date: JUNE 2021

Checked By: JB

Scale: 1:500@A3

Drawing No: 20040/101

Rev: D

Status: **PLANNING**



0m 5m 10m 20m 30m

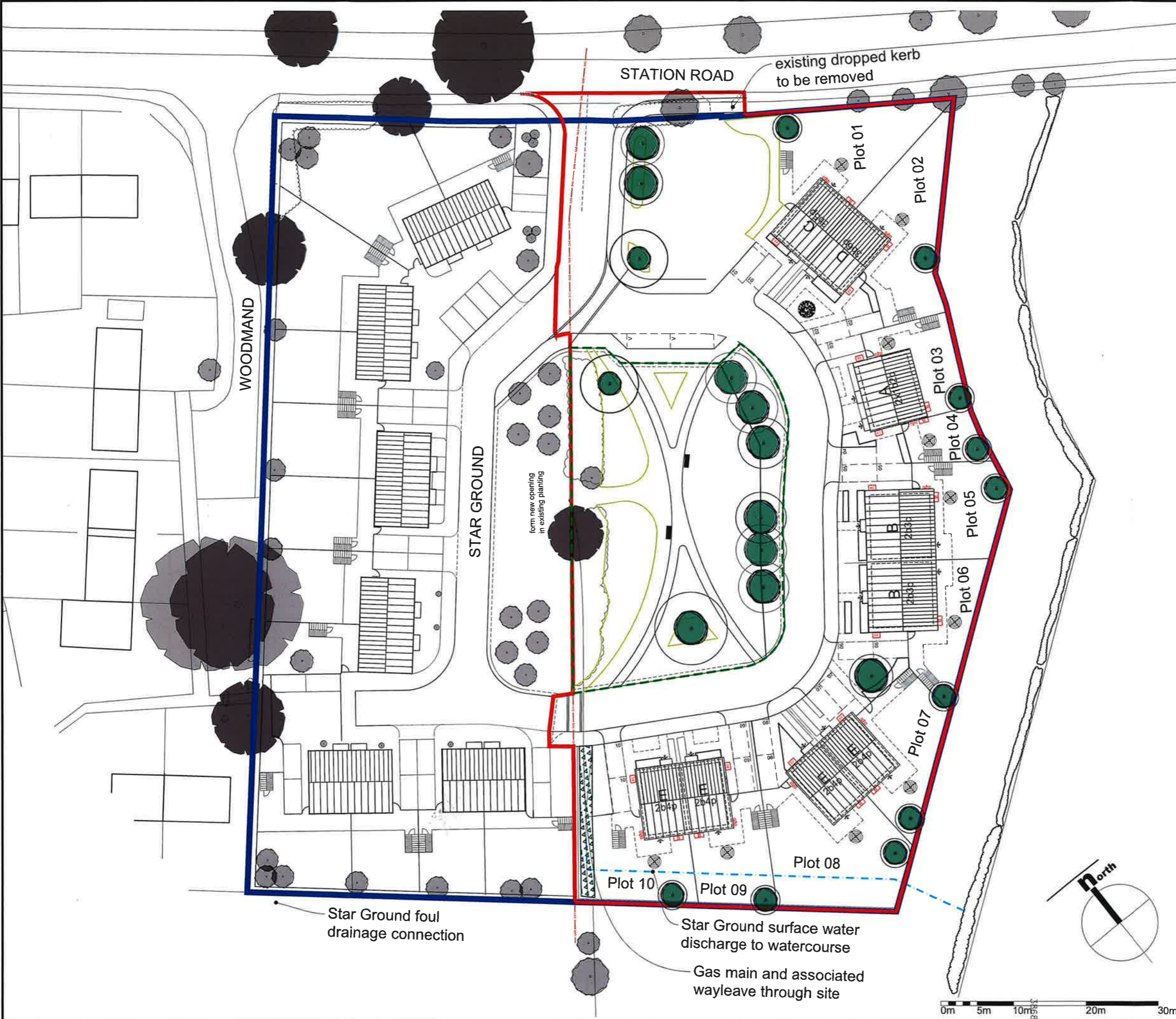
Annex C. Open Space Plan

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Notes:



Open Space:
1,277 m²



Revision	Description	Rev By	Date
P1	First Issue	JB	27.05.2022

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Project Title: **Station Road Holt-Phase 2**

Drawing Title: **Open Space Plan**

Drawn By: JB Date: MAY 2022
 Checked By: JB Scale: 1:500@A3
 Drawing No: **20040/103** Rev: **P1**
 Status: **PLANNING**

12509

The common seal of WILTSHIRE COUNCIL was affixed to this document in the presence of:



Authorised Signatory
Wiltshire Council

Authorised signatory

EXECUTED (but not delivered until)
The date hereof as a **DEED** by)
Affixing the Common Seal of)
STONEWATER (2) LIMITED)
In the presence of)



Authorised Signatory

Authorised signatory



Executed as a **DEED** by affixing the Common Seal)
of **M&G TRUSTEE COMPANY LIMITED**)
in the presence of:)

Sealing Officer

Uwaila Avan-Nomayo