



Dated

2025

- (1) J JACKSON LIMITED**
- (2) KEEPMOAT HOMES LIMITED**
- (3) NORTH LINCOLNSHIRE BOROUGH COUNCIL**

**PLANNING OBLIGATION BY DEED OF AGREEMENT UNDER
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990**

relating to the development of land at Lincolnshire Lakes, Land east of M181 and north of Burringham Road, Scunthorpe

Application Reference: PA/2023/1124

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	referred to in local or national planning policy or in legislation.
Affordable Housing Contribution	The sum of £2,232,456 (two million two hundred and thirty two thousand and four hundred and fifty six pounds) (Index Linked) which may be payable by the Owner or the Developer to the Council in accordance with this Deed as a contribution towards the cost of providing Affordable Housing within the Council's administrative area in lieu of the provision of Affordable Housing on the Site. To be paid partially or completely depending on the conclusions of the Viability Appraisal Review to be agreed by the Council.
Application	The planning application for the Development and allocated reference number PA/2023/1124.
Area of Play	The area of play shown on Plan 3and should be no less than 1400 square metres in size.
Area of Play Scheme	The scheme for the detailed design, timetable for delivery, access details, and management and maintenance of the Area of Play (to include the specification and details of the play equipment and which must also include details of the identity, financing and management of the applicable Management Company) to be submitted to the Council and approved by the Council in accordance with the provisions of part 2 of Schedule 2 to this Deed.
Benchmark Land Value	£4,525,000 (four million, five hundred and twenty-five thousand pounds) (Index Linked) or evidenced costs if below this value.
Capped Contribution Amount	The sum of £7,420,432.79 (Index Linked) being the combined maximum amount payable pursuant to the Contributions. To be paid partially or completely depending on the conclusion of the Viability Appraisal Review to be approved by the Council.
Contributions	Together the Recreation Contribution Part 2, the Education Contribution Part 2, the Health Contribution, and the Affordable Housing Contribution and " Contribution " shall be construed accordingly.
Commencement of Development	The date upon which the Development shall begin by the carrying out of a Material Operation pursuant to the Planning Permission PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office,

erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of this Deed and for no other purpose be deemed not to be material operations and "**Commencement**", "**Commenced**" and "**Commence**" shall be construed accordingly.

Development	The development of the Site by the construction of 593 No. dwellings and lake, along with associated infrastructure, including landscaping, public open space and play area, pedestrian and cycle links, pumping station and sub-station pursuant to the Planning Permission.
Dwelling	Any single dwelling unit constructed or created via conversion on the Site pursuant to the Planning Permission intended for Occupation by one or more private individuals.
Education Contribution Part 1	The sum of £703,247 (seven hundred and three thousand two hundred and forty seven pounds) (Index Linked) to be paid by the Owner or Developer to the Council as a contribution towards [the provision of primary and/or secondary school places in the catchment area of the Development].
Education Contribution Part 2	The sum of £4,303,358 (four million three hundred and three thousand three hundred and fifty-eight pounds) (Index Linked) which may be payable by the Owner or Developer to the Council in accordance with this Deed as a contribution [towards the provision of primary and/or secondary school places in the catchment area that the Development] would be expected to make in the event it was Viable at the grant of the Planning Permission.
Expert Consultant	An appropriately qualified and experienced external consultant appointed by the Council to assess the Viability Appraisal Review.
Fixed Parameters	[Acquisition costs: SDLT at prevailing rate, 1.0% agent and 0.5% legal fees Planning application costs: £132,000 Contingency costs: 3% of Construction costs Professional fees: 6.00% of base build costs Marketing, incentives, sales agent and sales legal fees: 1.0% marketing and 1.25% agent fees to the Non-Affordable Housing units, plus £750 per unit legal fees across all tenures Profit on cost – 19% on gross development value]

All such costs to be Index Linked as applicable and all costs and other costs within the Viability Appraisal Review to be reviewed on an open book basis.

Health Contribution	<p>The sum of £512,369.79 (five hundred and twelve thousand three hundred and sixty-nine pounds and seventy-nine pence) (Index Linked) which may be payable by the Owner or Developer to the Council in accordance with Schedule 3 of this Deed as a contribution towards the cost of increasing capacity at the catchment surgeries of West Common Lane Teaching Practice, Trent View Medical Practice Skippingdale, and Trent View Medical Practice in Keadby for the delivery of primary care services and wider community services that the Development would be expected to make in the event it was Viable at the grant of the Planning Permission.</p> <p>To be paid partially or completely depending on the conclusions of the Viability Appraisal Review to be agreed by the Council.</p>
Highways Contribution	<p>The sum of £365,000 (three hundred sixty-five thousand pounds) (Index Linked) to be paid by the Owner or the Developer to the Council as a contribution towards the cost of improvements to the highway, pedestrian and cycle provision along Burringham Road. and other necessary improvements to the highways network in the area as a direct consequence of the Planning Permission.</p>
Implementation	<p>The date upon which the Development shall begin by the carrying out of a Material Operation and "Implement" shall be construed accordingly.</p>
Index	<p>The Retail Prices Index (RPI) published by the Office for National Statistics or in the event of discontinuance any replacement thereof or such alternative index as may be approved by the Council.</p>
Index Linked	<p>Increased (if applicable) in proportion to movements in the Index in accordance with clause 13.</p>
Interest	<p>Interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time.</p>
Interim Lake	<p>The proposed interim lake shown on Plan 5 attached hereto.</p>
Lake	<p>The proposed lake shown on Plan 2 attached hereto.</p>
Lake Scheme	<p>A scheme for the timetable for delivery, method of construction, a programme of water quality</p>

assessments and reviews, means of access and permitted use details, and management and maintenance of the Interim Lake and the Lake (to include details of the identity, financing and management of the applicable Management Company to be submitted to the Council and approved by the Council in accordance with the provisions of part 3 of Schedule 2 to this Deed.

Management Company A legal entity that is set up or contracted by the Owner or the Developer for the purpose of maintaining the Open Space and/or the Area of Play and/or the Interim Lake and/or the Lake (as the context so permits).

Material Operation A material operation as defined by section 56(4) of the Act.

Occupation Occupation of a Dwelling for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **“Occupy”**, **“Occupied”**, and **“Occupier”** shall be construed accordingly.

Open Space The land identified on Plan 4 to be provided as informal open space and which can include areas of natural and semi natural open space, play provision for children and young people and amenity green space as to be agreed between the Owner or the Developer and the Council pursuant to an Open Space Scheme.

Open Space Scheme a scheme for the location of each different type of Open Space, timetable for delivery, access details, management and maintenance of the Open Space (to include and the details of the identity, financing and management of the applicable Management Company) to be submitted to the Council and approved by the Council in accordance with the provisions of part 2 of Schedule 2 to of this Deed.

Option 1 The Owner or the Developer to deliver the Roundabout Works in accordance with Schedule 2 Part 4 of this Deed.

Option 2 The Owner or the Developer to make the Roundabout Contribution in accordance with Schedule 2 Part 4 of this Deed.

Overage	The difference between the Residual Land Value and the Benchmark Land Value where the Development is Viable as determined in accordance with a Viability Appraisal Review PROVIDED ALWAYS that the amount of Overage payable under this Deed shall not exceed the Capped Contributions Amount.
Permitted Closures	<p>Temporary closure of the Open Space and/or the Area(s) of Play (as the context so permits) (or any part thereof) in the following circumstances:</p> <ul style="list-style-type: none"> • Emergency closure in interest of public safety. • Accordance with any lawful requirement of the police or any other competent body. • With the prior approval of the Council where the Council is satisfied that such temporary closure is necessary for the purposes of maintenance, repair, cleansing, renewal, or resurfacing works, or any other reasonable purpose. • With the prior approval of the Council where the Council is satisfied that such temporary closure is necessary for the purposes of carrying out works of construction (including development or redevelopment or the placing or replacing of underground services).
Phase	Each phase of the provision of the Open Space as described in part 2 of Schedule 2 of this Deed.
Plan 1	Drawing no. 001 contained in Schedule 1 of this Deed.
Plan 2	Drawing no. c-1987-02 Rev C contained in Schedule 1 of this Deed.
Plan 3	Drawing no.c-1987-16 contained in Schedule 1 of this Deed.
Plan 4	Drawing nos .[c-1987-] Landscape Masterplan ref. c1987-01 Revision H, Detailed Landscape Proposals ref. c-1987-02 Rev C, Detailed Landscape Proposals ref. c-1987-03 Rev C, Detailed Landscape Proposals ref. c-1987-04 Rev D, Detailed Landscape Proposals ref. c-1987-05 Rev D, Detailed Landscape Proposals ref. c-1987-06 Rev D contained in Schedule 1 of this Deed.
Plan 5	Drawing no. KPLL-AWP-ZZ-XX-DR-C-3401 Rev P2 showing the Interim Lake.

Planning Permission	The planning permission for the Development issued pursuant to determination of the Application.
Previous Viability Appraisal Review	The viability appraisal review conducted by JLL and dated 4 February 2025 which reviewed the viability appraisal submitted with the Application conducted by CBRE dated April 2024.
Recreation Contribution Part 1	The sum of £100,000 (one hundred thousand pounds) (Index Linked) to be paid in accordance with this Deed for improvements towards natural grass pitches for both adult and youth football, for swimming facilities, towards sports hall and centre improvements, for improvements to indoor bowling facilities.
Recreation Contribution Part 2	Means the sum of £372,249 (Index Linked) for improvements towards natural grass pitches for both adult and youth football, for swimming facilities, towards sports hall and centre improvements, for improvements to indoor bowling facilities that the Development would be expected to make in the event it was Viable at the grant of the Planning Permission. To be paid partially or completely depending on the conclusions of the Viability Appraisal Review to be agreed by the Council.
Residual Land Value	Means the residual value of the Site with the Development calculated in accordance with the Viability Appraisal Review.
Roundabout	The roundabout(s) to be delivered pursuant to the Roundabout Works.
Roundabout Contribution	The sum of £3,930,000 (three million nine hundred and thirty thousand pounds) (Index Linked) to be paid pursuant to Option 2 towards the Roundabout Works.
Roundabout Scheme	A scheme to be submitted by the Owner or the Developer to the Council for their approval selecting either Option 1 or Option 2 and if Option 1 is selected setting out the details, mechanism and timetable for the delivery of the Roundabout Works.
Roundabout Works	Means works to the M181 southern (terminating) junction roundabout including connection to the existing Burringham Road and associated

roundabouts approved under PA/2017/1386 (or any approved variation to this permission), to be constructed and operational and accessible to motor vehicles.

SAMM Contribution Means the sum of £71,753 (seventy one thousand seven hundred and fifty three pounds) (Index Linked payable by the Owner or the Developer to the Council in accordance with this Deed as a contribution towards the cost over a period of 80 years of providing of one or a combination of the following:

- Part time facilitation officer.
- The development and procurement of appropriate signage, interpretation boards, and access improvement projects (planting, fencing, footpath improvement/diversion) to respond to monitoring outputs. 5 interpretation boards to be provided at each survey location (Alkborough Flats, Whitton Foreshore, Chowder Ness Viewpoint, Waters Edge and East Halton Skitter).
- Bird habitat monitoring surveys and subsequent analysis.
- Signage (route direction/"no fouling"/"dogs on lead," etc.).
- Route management (fencing, screening, planting, drainage, widening, etc.);
- Dog waste bins.
- Habitat protection and improvement (natural screening, litter picking, etc.).
- Footfall counters to record visitor numbers at key sensitive locations.

Site The land which is the subject of Application shown edged red on Plan 1.

Traffic Regulation Order Means the traffic regulation order to be made under the Traffic Regulation Act 1984 (as amended) to the facilitation of a reduction in speed limit.

Traffic Regulation Order Contribution The sum of £5,000 (Index Linked) payable towards the costs of making and facilitating the Traffic Regulation Order.

Viability Appraisal Review	An open-book financial viability appraisal of the Development funded by the Owner or the Developer in accordance with this Deed and utilising the same methodology and basis as that contained in Previous Viability Appraisal Review (unless otherwise agreed in writing with the Council) and the Fixed Parameters and (to the extent consistent with the foregoing) the applicable paragraphs of Government's Planning Practice Guidance and the Roundabout Contribution figure shall be excluded from such review.
Viability Appraisal Trigger	The Occupation of 100 Dwellings.
Viable	An outcome the Viability Appraisal Review which demonstrates that the Residual Land Value is greater than the Benchmark Land value.
Working Day	Any day except any Saturday or Sunday or any other day on which banks in the City of London are not open to the general public and " Working Days " shall be construed accordingly.

- 1.2. The clause headings within this Deed do not affect its interpretation.
- 1.3. Unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules of this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.
- 1.4. References to any statute or statutory provision include any modification, extension or re-enactment of that statute or statutory provision for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.
- 1.5. References to the Site include any part of it as the context so permits.
- 1.6. References to any party in this Deed include its successors in title and references to "the Council" include any successor local planning authority exercising planning powers under the Act and/or any successor local highway authority and/or any successor local education authority (as the case may be).
- 1.7. "Including" means "including, without limitation".
- 1.8. Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.9. Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.10. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 1.11. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.12. For the avoidance of doubt where a scheme or other document is approved by the Council under the terms of this Deed such scheme or other document may subsequently be amended by further agreement with the Council in writing.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act 2011 (as amended) and all other enabling powers.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner and Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council subject to the limitations conditions and exceptions set out in this Deed.
- 2.3 The Owner and Developer enter into their respective covenants and obligations contained in this Deed for themselves and (in the case of the Owner) its successors in title with the intent that the obligations on the part of the Owner hereunder shall be enforceable not only against the Owner and Developer but (subject to clause 7) also against the successors in title of the Owner and/or the Developer any person claiming through or under the Owner and/or the Developer an interest in the Site save as expressly provided otherwise in this Deed.

3 CONDITION PRECEDENT

- 3.1 This Deed takes effect immediately apart from the covenants and the planning obligations in the Schedules to this Deed which shall only come into effect upon the grant of Planning Permission and Implementation save unless they are expressed to come into effect before Implementation in which case they take effect upon the grant of Planning Permission.

4 CONDITION SUBSEQUENT

- 4.1 This Deed shall cease to have effect (insofar only as it has not already been complied with and without prejudice to the rights of any party against the other parties in respect of any antecedent breach) if the Planning Permission shall be quashed, revoked or otherwise expires prior to Implementation.

5 THE OWNER'S AND DEVELOPER'S COVENANTS

- 5.1 The Owner on behalf of itself and any person deriving title to the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations in Schedule 2 and Schedule 3 and Schedule 4 of this Deed and hereby agree that the Site shall be permanently subject to the obligations specified herein until satisfied, such obligations being planning obligations for the purpose of Section 106 of the Act.
- 5.2 The Developer acknowledges that the Owner has entered into this Deed with its consent and that its interest in the Site is bound by the covenants, restrictions and obligations in this Deed and on behalf of itself and any person

deriving title to the Site from the Developer hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations in Schedule 2 and Schedule 3 and Schedule 4 of this Deed as if the references to the Owner were to the Developer and hereby agrees that the Site shall be permanently subject to the obligations specified herein until satisfied, such obligations being planning obligations for the purpose of Section 106 of the Act.

6 COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner and Developer as set out in Schedule 5.

7 LIABILITIES

- 7.1 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Deed occurring after it shall have parted with its interest in the Site or the part of the Site in respect of which any breach, non-performance or non-observance occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's right to require that such prior breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.
- 7.2 No individual owner/ occupiers and/or tenants of the Dwellings and those deriving title from such owner/occupiers or tenants or their mortgagees shall be liable for any of the covenants and obligations contained herein.
- 7.3 No statutory undertaker whose only interest in the Site consists of apparatus owned pursuant to their statutory undertaking shall be bound by the covenants and obligations contained in this Deed.

8 WAIVER

- 8.1 No waiver (whether expressed or implied) by the Council and/or the Owner and/or Developer (as the case may be) 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 and/or the Owner and/or Developer (as the case may be) from enforcing any such covenants, terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

- 9.1 The Owner shall give to the Council written notice within ten (10) Working Days of any change in ownership of any of its interests in their title occurring before all of the obligations under this Deed have been discharged save in respect of the sale of individual Dwellings, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site the area of the Site or unit of occupation purchased by reference to a plan.
- 9.2 The Owner warrants that is it the owner of the Site registered at HM Land Registry under title number HS387528 with full power to enter into this Deed and apart from the Developer there is no other person or body with an interest

in the Site whose consent is necessary to make this Deed binding on all interests in the Site.

10 LOCAL LAND CHARGE

- 10.1 This Deed is a Local Land Charge and shall be registered as such by the Council.
- 10.2 Following the performance and satisfaction of all the obligations contained in this Deed to the Council's satisfaction, the Council shall upon the written request of the Owner and/or Developer (as applicable) forthwith effect the cancellation of all entries made in the register of Local Land Charges in respect of this Deed.

11 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 11.1 This Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended) and no third party shall acquire any benefit, rights or claims whatsoever pursuant thereto.

12 INTEREST

- 12.1 If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date that payment is received.

13 INDEXATION

- 13.1 All sums referred to in this Deed shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is paid.

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.

15 NOTICES

- 15.1 Any notice or other written document required to be served on or sent to the parties hereto under this Deed shall be deemed to be validly served or sent if delivered personally or sent by recorded delivery service to the addresses set out below (or such other addresses from time to time as shall be notified to the parties).
- 15.2 Any notice or other written document required to be served on or sent to the parties hereto under this Deed shall be as follows:
 - 15.2.1 In the case of the Owner to the address identified at the beginning of this Deed.
 - 15.2.2 In the case of the Developer to the address identified at the beginning of this Deed.

15.2.3 In the case of the Council to the address identified at the beginning of this Deed marked for the attention of the Head of Planning.

16 MISCELLANEOUS

- 16.1 The Council acknowledges that the Developer has prior to the completion of this Deed paid to the Council its reasonable legal costs incurred in the negotiation, preparation and completion of this Deed.
- 16.2 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.
- 16.3 Where the approval of any party to this Deed is required, such approval shall be in writing and shall not be unreasonably withheld or delayed.
- 16.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted after the date of this Deed.
- 16.5 Insofar as any clause or clauses 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.
- 16.6 In the event that any planning permission(s) are granted by the Council pursuant to section 73 or section 73B of the Act ("Amendment Permission") and unless the Council in their absolute discretion otherwise decide, with effect from the date that the Amendment Permission is granted:
- 16.6.1 The obligations in this Deed (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequently planning permission(s) in respect of the Site granted pursuant to the Amendment Permission and the Site itself without the need to enter into a subsequent deed of variation or new agreement pursuant to section 106 and/or section 106A of the Act and
- 16.6.2 The definitions of Application, Development and Planning Permission shall be construed to includes references to any applications under the Amendment Permission, the planning permissions granted thereunder, and the development permitted by such subsequent Amendment Permissions

SAVE THAT nothing in this clause shall fetter the absolute discretion of the Council in determining any future Amendment Permissions to impose additional or varied obligations and/or require that a new deed or supplemental deed to be entered into pursuant to section 106 and/or section 106A of the Act if it considers this necessary.

17 DISPUTE PROVISIONS

- 17.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding

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appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 17.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 17.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 17.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation.
- 17.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.
- 17.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

18 JURISDICTION

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

19 DELIVERY

- 19.1 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.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

Schedule 1

Plan 1 and Plan 2 and Plan 3, and Plan 4 and Plan 5

Schedule 2

The Owner's and the Developer's Covenants with the Council

The Owner and Developer hereby covenants with the Council as follows:

Part 1 – NOTIFICATIONS

- 1 To give the Council no less than 5 (five) Working Days' notice of the following:
 - 1.1. Commencement of Development;
 - 1.2. Occupation of the first Dwelling;
 - 1.3. Occupation of the 50th Dwelling;
 - 1.4. Occupation of the 75th Dwelling;
 - 1.5. Occupation of the 100th Dwelling;
 - 1.6. Occupation of the 125th Dwelling;
 - 1.7. Occupation of the 150th Dwelling;
 - 1.8. Occupation of the 182th Dwelling;
 - 1.9. Occupation of the 190th Dwelling;
 - 1.10. Occupation of the 200th Dwelling;
 - 1.11. Occupation of the 250th Dwelling;
 - 1.12. Occupation of the 380th Dwelling;
 - 1.13. Occupation of the 400th Dwelling; and
 - 1.14. Occupation of the 500th Dwelling.

PART 2 – OPEN SPACE AND AREA(S) OF PLAY

- 2 To submit the Open Space Scheme to the Council for written approval prior to the Commencement of Development and not to Commence or allow or permit Commencement until the Open Space Scheme has been approved by the Council ("the Approved Open Space Scheme"). Thereafter the Approved Open Space Scheme may be amended as agreed in writing with the Council.
- 3 To thereafter implement and comply with the Approved Open Spaces Scheme and provide each Phase of the Open Space as follows:
 - 3.1 a minimum 2,000 sqm of the Open Space prior to the Occupation of the 200th Dwelling and not to Occupy or permit Occupation of 201 or more Dwellings until this has been provided pursuant to the Approved Open Spaces Scheme and the Council have confirmed the same pursuant to paragraph 4 below.
 - 3.2 a minimum 4,000 sqm of the Open Space prior to the Occupation of the 400th Dwelling and not to Occupy or permit Occupation of 401 or more Dwellings until

this has been provided pursuant to the Approved Open Spaces Scheme and the Council have confirmed the same pursuant to paragraph 4 below.

- 3.3 a minimum 5,930 sqm of the Open Space prior to the Occupation of the 500th Dwelling and not to Occupy or permit Occupation of 501 or more Dwellings until this has been provided pursuant to the Approved Open Spaces Scheme and the Council have confirmed the same pursuant to paragraph 4 below.
- 4 Upon completion of the laying out of each Phase of Open Space in accordance with the Approved Open Space Scheme pursuant to paragraph 3 above to notify the Council within 5 Working Days of such completion and to request that the Council inspects the relevant Phase of the Open Space within 28 Working Days of such notification whereupon:
 - 4.1 if upon inspection the Council agree that the relevant Phase of the Open Space has been laid out in accordance with the Approved Open Space Scheme then it shall provide confirmation in writing to the Owner within twenty-one Working Days of the inspection ("Confirmation Notice");
 - 4.2 if upon inspection of the relevant Phase of the Open Space the Council identifies any works which are necessary to bring the relevant Phase of the Open Space up to the standard required by the Approved Open Space Scheme to complete such works as soon as reasonably practicable and (without prejudice to either party's ability to refer a disagreement to an Expert in accordance with this Deed) the steps in this paragraph shall be repeated until the Council issues a Confirmation Notice.
- 5 To maintain the Open Space for a period of at least 12 months from receipt of Confirmation Notice for that Phase and if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary and in the case of any tree shrub or any other planted material the replacement should be the same size and species or such other size and species as may be agreed with the Council.
- 6 Upon (1) the expiration of the maintenance period specified above and (2) Occupation of 500 Dwellings and (3) on receipt of written confirmation from the Council that the Open Space have been adequately maintained the Owner will transfer the same to a Management Company which thereafter shall be responsible for the maintenance of the Open Space who shall thereafter maintain the Open Space in accordance with the Approved Open Space Scheme.
- 7 Unless and until the Owner transfers the Open Space to a Management Company pursuant to the Approved Open Space Scheme the Owner or the Developer shall retain responsibility for the maintenance of the Open Space in accordance with Approved Open Space Scheme.
- 8 Once the Open Space has been laid out in accordance with any conditions attached to the Planning Permission and the applicable Approved Open Space Scheme the Open Space shall thereafter only be used for the purposes of public recreation or leisure use and for no other purpose in perpetuity and shall be managed and maintained to a standard to enable its continuing use for that purpose and to secure

public access to it in perpetuity subject to Permitted Closures in accordance with the Approved Open Space Scheme and the terms of this Schedule.

- 9 To ensure that any subsequent transfer of land comprising the Open Space contains the following covenants for the benefit of the Owner's retained land:
 - 9.1 Restriction preventing use for any purpose other than as public open space for use by the general public.
 - 9.2 Not to be used for a trade or business.
 - 9.3 Not to be used for residential accommodation;
 - 9.4 To keep the land in reasonable repair and condition.
 - 9.5 Not to obstruct the public highway.
 - 9.6 To keep and properly maintain the boundaries in good repair and condition.
 - 9.7 To properly keep and maintain landscaping.
 - 9.8 To keep and maintain the land in a clean and tidy condition.
 - 9.9 Not to cause or knowingly permit any nuisance on the land.
 - 9.10 On any transfer or transfer of part thereof to procure that any transferee shall simultaneously enter into a direct covenant with the Owner for the benefit of the whole or relevant parts of the retained land to observe and perform these covenants.
 - 9.11 Not to erect any buildings or other erections except equipment ancillary to the purpose for which the land is transferred.
- 10 To submit the Area of Play Scheme to the Council for written approval prior to Commencement and not to Commence or allow or permit Commencement until the Area of Play Scheme has been approved by the Council ("the Approved Area of Play Scheme"). Thereafter the Approved Area of Play Scheme may be amended as agreed in writing with the Council.
- 11 To thereafter implement and comply with the Approved Area of Play Scheme.
- 12 To provide the Area of Play on or prior to the Occupation of the 500th Dwelling and not to Occupy or permit Occupation of 501 or more Dwellings until the Area of Play has been provided and the Council have confirmed the same pursuant to paragraph 13 below.
- 13 Upon completion of the Area of Play in accordance with the Approved Area of Play Scheme to notify the Council within 5 Working Days of completion and to request that the Council inspects the Area of Play within 28 Working Days of such notification whereupon:
 - 13.1 if upon inspection the Council agree that the Area of Play has been completed in accordance with the Approved Area of Play Scheme then it shall provide confirmation in writing to the Owner or the Developer within twenty-one Working Days of the inspection ("Play Area Confirmation Notice").

13.2 if upon inspection of the Area of Play the Council identifies any works which are necessary to bring the Area of Play up to the standard required by the Approved Area of Play Scheme to complete such works as soon as reasonably practicable and the steps in this paragraph shall be repeated until the Council issues a Play Area Confirmation Notice.

- 14 Upon receipt of the Play Area Confirmation Notice the Area of Play may be transferred to a Management Company pursuant to the Approved Area of Play Scheme.
- 15 To maintain the Area of Play in perpetuity and provide public access at all times across the Area of Play subject to Permitted Closures and the terms of this Schedule.
- 16 Paragraphs 6-8 above shall apply mutatis mutandis to the Area of Play as if it were the Open Space.

PART 3 – LAKE

- 17 To submit the Lake Scheme to the Council for written approval prior to the Commencement of Development and not to Commence or allow or permit Commencement until the Lake Scheme has been approved by the Council (“the Approved Lake Scheme”). Thereafter the Approved Lake Scheme may be amended as agreed in writing with the Council.
- 18 To thereafter implement and comply with the Approved Lake Scheme.
- 19 To complete and provide the Interim Lake prior to the Occupation of any Dwelling and upon completion and provision of the Interim Lake in approved with the Approved Lake Scheme to notify the Council within 5 Working Days of completion and to request that the Council inspects the Interim Lake within 28 Working Days of such notification whereupon:

19.1 if upon inspection the Council agree that the Lake has been provided in accordance with the Approved Lake Scheme then it shall provide confirmation in writing to the Owner or the Developer as applicable within twenty-one Working Days of the inspection (“Interim Lake Confirmation Notice”);

19.2 if upon inspection of the Lake the Council identifies any works which are necessary to bring the Lake up to the standard required by the Approved Lake Scheme to complete such works as soon as reasonably practicable and the steps in this paragraph shall be repeated until the Council issues an Interim Lake Confirmation Notice.

- 20 To manage and maintain the Interim Lake until the Interim Lake and the Lake has been transferred to a Management Company in accordance with this Deed.
- 21 Not to Occupy or permit Occupation of any Dwellings until the Interim Lake Confirmation Notice has been received
- 22 To complete and provide the Lake prior to the Occupation of 251 Dwellings and upon completion and provision of the Lake in accordance with the Approved Lake Scheme

to notify the Council within 5 Working Days of completion and to request that the Council inspects the Lake within 28 days of such notification whereupon:

20.1 if upon inspection the Council agree that the Lake has been provided in accordance with the Approved Lake Scheme then it shall provide confirmation in writing to the Owner or the Developer as applicable within twenty-one days of the inspection ("Lake Confirmation Notice");

20.2 if upon inspection of the Lake the Council identifies any works which are necessary to bring the Lake up to the standard required by the Approved Lake Scheme to complete such works as soon as reasonably practicable and the steps in this paragraph shall be repeated until the Council issues a Lake Confirmation Notice.

23 Not to Occupy or permit Occupation of more than 250 Dwellings until the Lake Confirmation Notice has been received.

24 Following receipt of the Lake Confirmation Notice and prior to the Occupation of 350 Dwellings the Lake shall be transferred to a Management Company and not to Occupy or permit Occupation of more than 350 Dwellings until the Lake has been provided and transferred to a Management Company pursuant to the Approved Lake Scheme.

25 Paragraphs 7-9 above shall apply mutatis mutandis to the Interim Lake and the Lake as if it were the Open Space.

PART 4 – ROUNDABOUT WORKS

26 To submit the Roundabout Scheme to the Council for written approval prior to the Commencement of Development and not to Commence or allow or permit Commencement until the Roundabout Scheme has been approved by the Council ("the Approved Roundabout Scheme").

27 Thereafter to implement and comply with the Approved Roundabout Scheme.

28 If Option 1 is selected pursuant to the Approved Roundabout Scheme to provide and complete the Roundabout Works and for the Roundabout to be in operational use prior to the Occupation of the 250th Dwelling and:

26.1 Upon completion of the Roundabout Works in accordance with the Approved Roundabout Scheme to notify the Council within 5 Working Days of completion and to request that the Council inspects the Roundabout Works within 28 Working Days of such notification whereupon:

26.1.2 if upon inspection the Council agree that the Roundabout Works have been provided in accordance with the Approved Roundabout Scheme then it shall provide confirmation in writing to the Owner or the Developer as applicable within twenty-one Working Days of the inspection ("Roundabout Completion Notice");

26.1.2 if upon inspection of the Roundabout Works the Council identifies any works which are necessary to bring the Roundabout Works up to the standard required by the Approved Roundabout Scheme to complete such works as soon as reasonably practicable and the steps in this paragraph

shall be repeated until the Council issues a Roundabout Completion Notice.

26.2 Not to Occupy or permit Occupation of more than 250 Dwellings until the Roundabout Completion Notice has been received.

27 If Option 2 is selected pursuant to the Approved Roundabout Scheme to pay the Roundabout Contribution to the Council as follows:

27.1 One quarter (25%) of the Roundabout Contribution on or prior to the Occupation of the 50th Dwelling and not to Occupy or permit Occupation of 51 or more Dwellings until this has been paid in full to the Council.

27.2 One quarter (25%) of the Roundabout Contribution on or prior to the Occupation of the 100th Dwelling and not to Occupy or permit Occupation of 101 or more Dwellings until this has been paid in full to the Council.

27.3 One quarter (25%) of the Roundabout Contribution on or prior to the Occupation of the 150th Dwelling and not to Occupy or permit Occupation of 151 or more Dwellings until this has been paid in full to the Council.

27.4 The remainder of the Roundabout Contribution on or prior to the Occupation of the 200th Dwelling and not to Occupy or permit Occupation of 201 or more Dwellings until all of the Roundabout Contribution has been paid in full to the Council.

PART 5 – FINANCIAL PAYMENTS

28 To pay to the Council the Education Contribution Part 1 as follows:

28.1 30% of the Education Contribution Part 1 on or prior to Occupation of the 100th Dwelling and not to Occupy or permit Occupation of 101 or more Dwellings until this has been paid in full to the Council;

28.2 30% of the Education Contribution Part 1 on or prior to Occupation of the 250th Dwelling and not to Occupy or permit Occupation of 251 or more Dwellings until this has been paid in full to the Council.

28.3 40% of the Education Contribution Part 1 on or prior to Occupation of the 400th Dwelling and not to Occupy or permit Occupation of 401 or more Dwellings until this has been paid in full to the Council.

29 To pay to the Council the Recreation Contribution Part 1 as follows:

29.1 30% of the Recreation Contribution Part 1 on or prior to Occupation of the 50th Dwelling and not to Occupy or permit Occupation of 51 or more Dwellings until this has been paid in full to the Council.

29.2 30% of the Recreation Contribution Part 1 on or prior to Occupation of the 125th Dwelling and not to Occupy or permit Occupation of 126 or more Dwellings until this has been paid in full to the Council.

29.3 40% of the Recreation Contribution Part 1 on or prior to Occupation of the 200th Dwelling and not to Occupy or permit Occupation of 201 or more Dwellings until this has been paid in full to the Council.

30 To pay to the Council the Traffic Regulation Order Contribution prior to first Occupation of any Dwelling and not to Occupy any Dwelling until the Traffic Regulation Order Contribution has been paid to the Council in full.

31 To pay to the Council the Highways Contribution as follows:

31.1 30% of the Highways Contribution on or prior to Occupation of the 75th Dwelling and not to Occupy or permit Occupation of 76 or more Dwellings until this has been paid in full to the Council.

31.2 30% of the Highways Contribution on or prior to Occupation of the 125th Dwelling and not to Occupy or permit Occupation of 126 or more Dwellings until this has been paid in full to the Council.

31.3 40% of the Highways Contribution on or prior to Occupation of the 200th Dwelling and not to Occupy or permit Occupation of 201 or more Dwellings until this has been paid in full to the Council.

Schedule 3

Viability

The Owner and the Developer covenants with the Council as follows:-

1. Upon or prior to the Viability Appraisal Trigger the Owner shall submit to the Council the Viability Appraisal Review and shall not Occupy or permit Occupation of 101 or more Dwellings until the Council has received the Viability Appraisal Review and shall not Occupy or permit Occupation of 125 or more Dwellings until the Council has approved the Viability Appraisal Review ("the Approved Viability Appraisal Review") in accordance with this Schedule.
2. The Council shall within 5 (five) weeks of receipt of the Viability Appraisal Review either:
(a) confirm in writing that the Viability Appraisal Review is approved or (b) provide reasons in writing as to why it is not approved or (c) set out in writing what further information the Council reasonably requires from the Owner or the Developer as applicable to enable the Council to properly review the Viability Appraisal Review.
3. The Viability Appraisal Review shall:
 - 3.1. be on an open book basis and provided and facilitated by the Owner or the Developer as applicable acting reasonably and in good faith.
 - 3.2. be accompanied by appropriate supporting information and evidence, including receipts, invoices, estimates and other material that the Council may reasonably require.
 - 3.3. include all land receipts or other receipts received in respect of any part of the Site which may have been disposed of or developed and all other sources of income or expected receipts.
 - 3.4. (where a new land receipt is included) include reasonable evidence demonstrating that the relevant part of the Site has been competitively tendered or marketed;
 - 3.5. have due regard to any grant funding or other third party funding obtained which will reduce the costs relating to Development; and
 - 3.6. include up to date projected cost and sales information for the residual land calculation.
4. The Council may appoint an External Consultant to assess the Viability Appraisal Review at the Owner's or the Developer's as applicable expense.
5. All the Council's costs relating to the Viability Appraisal Review and its consideration shall be met by the Owner or or the Developer as applicable. The Owner or the Developer as applicable shall pay all the Council's costs incurred in regard to the Viability Appraisal Review (including the fees of the External Consultant) within 10 Working Days of written demand.
6. In the event that the Council and/or the External Consultant requires further information or documents or evidence then the Owner or the Developer as applicable shall provide this to the Council and/or External Consultant (as applicable) within 10 Working Days of receiving the relevant request (or such other longer period as may be agreed by the

Council and/or External Consultant (as applicable) having regard to the nature of the request) and this process may be repeated until the Council and/or External Consultant has all the information it reasonably requires to assess whether the Development is Viable.

7. Where the Approved Viability Appraisal Review concludes the Development is not Viable there shall be no Overage payable.
8. Where the Approved Viability Appraisal Review concludes the Development is Viable Overage shall be payable PROVIDED ALWAYS that the amount of the Overage shall not exceed the Capped Contribution Amounts.
9. Where the Overage is payable then the Council in its absolute discretion shall determine the amount of the Overage to be applied towards each of the Contributions (subject to the maximum stated sum for each Contribution in clause 1.1 above) and shall notify the Owner or the Developer as applicable of such determination within 20 Working Days of notification of the Approved Viability Appraisal Review.
10. Where the Overage is payable then the Owner or the Developer as applicable shall pay the Overage to the Council in accordance with the following: 50% of the Overage on or prior to the Occupation of the 200th Dwelling and not to Occupy or permit Occupation of 201 or more Dwellings until this has been paid in full to the Council and the remaining 50% of the Overage shall be paid to the Council on or prior to the Occupation of the 400th Dwelling and not to Occupy or permit Occupation of 401 or more Dwellings until all the Overage has been paid in full to the Council.

Schedule 4

SAMM

The Owner and the Developer hereby covenants with the Council as follows:

PART 1 – SAMM CONTRIBUTION

- 1.1 One third (33.33%) of the SAMM Contribution shall be paid in full to the Council on or prior to Commencement and the Owner or the Developer shall not Commence or permit Commencement until one third of the SAMM Contribution has been paid in full to the Council; and

- 1.2 One third (33.33%) of the SAMM Contribution shall be paid in full to the Council on or prior to Occupation of the 190th Dwelling and the Owner or the Developer shall not Occupy or permit Occupation of 191 or more Dwellings until one third of the SAMM Contribution has been paid in full to the Council; and

- 1.3 to pay the remainder of the SAMM Contribution on or prior to Occupation of the 380th Dwelling and the Owner or the Developer shall not Occupy or permit Occupation of 381 or more Dwellings until the balance of the SAMM Contribution has been paid in full to the Council.

Schedule 5

Council's covenants with the Owner and the Developer

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

- 1 To use all sums received under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner or the Developer as applicable and the Council shall agree.
- 2 Upon the written request of a party who paid any sum to the Council to repay to that party any payment which has not been expended or committed to be expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly resolved by way of member resolution or delegated authority to enter into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the Council of such payment SAVE that this paragraph shall not apply to the SAMM Contribution.
- 3 Upon the written request of the Owner or the Developer as applicable or any party who paid any sum to the Council under this Deed, to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 4 If Option 2 is selected pursuant to the Approved Roundabout Scheme to complete the Roundabout Works and for the Roundabout to be in operational use prior to the Occupation of the 250th Dwelling.

**THE COMMON SEAL OF
NORTH LINCOLNSHIRE BOROUGH COUNCIL**

was affixed in the presence of:

.....

Authorised Signatory

