

THIS DEED is dated

- (1) HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford Hertfordshire SG13 8DE (“**the County Council**”)
- (2) ST ALBANS CITY AND DISTRICT COUNCIL of Civic Centre St Peters Street, St Albans, Hertfordshire, AL1 3JE (“**the Council**”)
- (3) TARMAC AGGREGATES LIMITED incorporated and registered in England and Wales with company number 00297905 whose registered office is at Ground Floor, T3 Trinity Park, Bickenhill Lane, Birmingham, B37 7ES (“**the Owner**”)

WHEREAS

- (A) The County Council and the Council are local planning authorities for the purposes of the 1990 Act for the area in which the Site is situate and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited.
- (B) The County Council is the Education Authority the Fire and Rescue Authority the Highway Authority the Library Authority the Social Services Authority the Waste Disposal Authority and the Youth Services Authority for Hertfordshire.
- (C) The Owner is the freehold owner of the whole of the Site.
- (D) Tarmac Limited submitted the Planning Application to the Council.
- (E) By a notice of refusal dated 25 May 2023 the Council refused the Planning Application and Tarmac Limited subsequently submitted the Planning Appeal to the Secretary of State.
- (F) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to mitigate some of the effects of the Development on the local area.
- (G) The parties to this Deed agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms, directly relate to the development and fairly and reasonably relate in scale and kind to the Development and therefore satisfy the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 as amended.

NOW THIS DEED WITNESSETH as follows:

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed:

the 1990 Act: means the Town and Country Planning Act 1990 (as amended);

2015 Act: means the Self Build and Custom Housebuilding Act 2015 (as amended);

Additional First Homes Contribution: means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or (a) of Schedule Two, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any First Homes Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Homes Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

Affordable Housing: means no less than 50% of the Dwellings which are to be affordable housing in the form of Affordable Rented Housing, First Homes and Shared Ownership Housing which are to be provided for people who cannot afford to rent or purchase housing appropriate to their needs on the private market within the same area and "Affordable Housing Units" shall be construed accordingly;

Affordable Housing Mix: means the following:

- (a) 25% First Homes;
- (b) 67% Affordable Rented Units; and
- (c) 8% Shared Ownership Units

or such other mix as may be agreed by the Council in writing (such agreement not to be unreasonably withheld or withdrawn);

Affordable Housing Scheme: means a scheme to be approved by the Council in writing which shall include details of the Affordable Housing Mix, the location of the Affordable Housing Units on the Site and any phasing proposals;

Affordable Rented Housing: means a unit of Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible

for social rented housing in accordance with the definition of affordable rented housing contained in Annex 2 to the NPPF (or any subsequent replacement or modification thereof) but for the avoidance of doubt must be at an affordable rent which is subject to rent controls that require a rent of no more than 80% of the equivalent local Market Rent (including service charges, where applicable) and “Affordable Rented Units” shall be construed accordingly;

AHP: means an organisation that is involved in the delivery and management and ownership of Affordable Housing which is registered or eligible for registration under chapter 3 part 2 of the Housing and Regeneration Act 2008 which is capable of managing Affordable Housing and receiving grant from Homes England (or as otherwise shall be approved by the Council);

Armed Services Member: means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

AT: means an Assured Tenancy or an Assured Shorthold Tenancy within the meaning of the Housing Act 1988;

BCIS Index: means the Building Cost Information Service All-in Tender Price Index published from time to time (and as may be amended or superseded);

Biodiversity Metric: means the metric published by Natural England from time to time to measure and account for biodiversity losses and gains resulting from development or land management change (or in the absence of any metric published by Natural England, such other metric as may be agreed by the Owner and the Council);

Biodiversity Offsetting Scheme means a scheme to be approved by the Council which shall offset the loss of habitats on the Site and provide a net gain of 10% on the Biodiversity Pre-Development Site Value and which may include offsite measures, and which shall include the following details:

- (a) the Biodiversity Post-Development Site Value;
- (b) the programme for the delivery of the Biodiversity Onsite Compensation, if any;
- (c) details of all measures to maintain the Biodiversity Onsite Compensation, if any;
- (d) the identity of an appropriate receptor site(s) at which the Biodiversity Offsetting Scheme is to be implemented if a 10% net gain on the Biodiversity Pre-Development Site Value cannot be delivered onsite;
- (e) the description and evaluation of habitat parcels to be managed, cross referenced to individual lines in the Biodiversity Metric;

- (f) maps of all habitat parcels, cross-referenced to corresponding lines in the Biodiversity Metric;
- (g) appropriate management options for achieving target condition for habitats as described in the approved Biodiversity Metric;
- (h) preparation of an annual work schedule for each habitat parcel (to be applied as a thirty (30) year work plan capable of being rolled forward in perpetuity);
- (i) details of the body or organisation responsible for implementation of the plan;
- (j) ongoing monitoring plan and remedial measures to ensure habitat condition targets are met;
- (k) reporting plan and schedule for informing LPA of condition of habitat parcels for thirty (30) years; and
- (l) if the Biodiversity Offsetting Scheme involves a financial contribution to a third party, this shall be in accordance with any applicable guidance from DEFRA and/or Natural England (or any other successor organisation responsible for monitoring and publishing guidance on biodiversity losses and gains resulting from development or land management change) at the date of the Biodiversity Offsetting Scheme as agreed by the Owner and the Council.

Biodiversity Onsite Compensation: means where relevant those biodiversity measures to be implemented within the Site as part of the Development in accordance with the Biodiversity Offsetting Scheme approved by the Council in accordance with this Deed;

Biodiversity Onsite Compensation Certificate: means a certificate or certificates in writing relating to the Biodiversity Onsite Compensation provided by a suitably qualified and experienced ecologist (the identity of whom has been approved by the Council in writing) that confirms that the Biodiversity Onsite Compensation has been laid out in accordance with the approved Biodiversity Offsetting Scheme;

Biodiversity Post-Development Site Value: means the number of Biodiversity Units that shall be achieved as part of the Development (calculated in accordance with the Biodiversity Metric) such score to be approved by the Council as part of the Biodiversity Offsetting Scheme;

Biodiversity Pre-Development Site Value: means 3.77 Habitat Units and 2.53 Hedgerow Units, being the biodiversity value of the Site prior to the Development and calculated as part of the Planning Application in accordance the Biodiversity Metric;

Biodiversity Units: means the measure of biodiversity resource to be quantified and assessed in accordance with the Biodiversity Metric;

Chargee: means any 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) of the whole or any part of the Affordable Housing Units (excluding any First Homes);

Childcare Services Contribution: means the contribution sum to be calculated based on Obligations Table in Schedule 7 (shown therein as 'Childcare Services 5-11 years old') (index linked as hereinafter provided in clause 8) to be used towards increasing resources for 5-11 year old childcare;

Commencement Date: means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the expressions "**Commence**", "**Commences**", "**Commencement**", "**Commencement of Development**" and "**Commenced**" shall be construed accordingly;

Completion: means when a certificate of practical completion has been issued by the appointed architect, engineer or project manager or other suitably qualified party to the Owner confirming that the Development or the relevant part of the Development is complete to be put into use;

Compliance Certificate: means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Schedule Two applies the Eligibility Criteria (Local);

County Council Contributions: means the Childcare Services Contribution, the Fire and Rescue Service Contribution, the County Council Monitoring Fee, the Library Services Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Special Educational Needs and Disabilities Contribution, the Sustainable Transport Contribution, the Waste Management Recycling Centre Contribution, the Waste Transfer Station Contribution and the Youth Services Contribution;

County Council Monitoring Fee: means the sum of Six Hundred and Eighty Pounds (£680.00) (index linked as hereinafter provided in clause 8) towards the cost of monitoring compliance with the obligations in this Deed;

Decision Letter: means the decision letter issued by the Secretary of State confirming whether or not the Planning Appeal is allowed;

DEFRA means the HM Government Department for Environment, Food and Rural Affairs (or any successor Government Department from time to time);

Development: means the development of the Site with up to forty five (45) Dwellings, including Affordable Housing, with areas of landscaping and public open space, including points of access, and associated infrastructure works as set permitted by the Planning Permission;

Development Standard: means unless otherwise agreed with the Council Dwellings that achieve the standard required by the Building Regulations in place at the time of submission of the relevant Building Regulations approval;

Discount Market Price: means a sum which is the Market Value discounted by at least 30%;

Disposal: means the sale, transfer, option, gift exchange, declaration of trust, assignment lease and including a contract for any such disposal of a Dwelling and “Disposals” “Dispose” and “Disposed of” shall be construed accordingly and in the case of First Homes means a sale, transfer of the freehold or the grant or assignment of a leasehold interest in an Affordable Housing Unit provided that in relation to First Homes the following shall be excluded:

- (a) a letting or sub-letting in accordance with paragraph 7 of Schedule Two;
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; and
- (c) an Exempt Disposal

and “Dispose”, “Disposed” and “Disposing” shall be construed accordingly;

Dwelling: means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;

Eligibility Criteria (Local): means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) any or all of criteria (i) (ii) and (iii) below are met:
 - (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

- (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member; and/or
- (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

it being acknowledged that at the date of this Deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home;

Eligibility Criteria (National): means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

Exempt Disposal: means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- (c) a Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; or
- (d) a Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 1.1(a) of Schedule Two shall apply to such sale)

provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 7 of Schedule Two;

Fire and Rescue Service Contribution: means a contribution sum to be calculated based on Obligations Table in Schedule 7 (shown therein as 'Fire and Rescue Service') (index linked as hereinafter provided in clause 8) to be used towards the expansion of Hatfield fire station and/or provision serving the Development;

First Home: means a Dwelling which may be disposed of as a freehold or as a leasehold property to a First Time Buyer at the Discount Market Price and which on its

first Disposal does not exceed the Price Cap and "First Homes" shall be construed accordingly;

First Homes Mortgagee: means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;

First Homes Owner: means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (d) the Owner; or
- (e) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for Occupation as a First Home; or
- (f) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Schedule Two;

First Time Buyer: means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

Homes England: means the successor body to the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and being the regulator of social housing providers in England and includes any successor body exercising similar functions;

Household: means any person or persons who are living together as a single household;

Housing Allocations Policy: means the housing allocation policy choice based lettings of St Albans City & District Council dated December 2021 or any housing allocations policy or scheme as shall supersede the aforementioned policy after the date of this Deed;

Income Cap (Local): means a local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Deed the Council has not set an Income Cap (Local);

Income Cap (National): means in the case of any other First Home outside any London Borough Council, Eighty Thousand Pounds (£80,000.00) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

Interest: means interest at 2% above the base lending rate of HSBC Bank Plc from time to time;

Key Worker: means such categories of employment as may be designated and published by the Council from time to time as the “First Homes Key Worker criteria” and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the “Key Worker” criteria which shall apply to that disposal it being acknowledged that at the date of this Deed the Council has not designated any categories of employment as Key Worker

Leisure and Cultural Centres Contribution: means the contribution sum to be calculated based on the following formula (index linked as hereinafter provided in clause 8) as a contribution towards the cost of provision of additional leisure and cultural centre services and/or provision serving the Development:

Leisure and Cultural Centres Contribution = C x D where:

C is £322.72

D is the sum occupancy of the Development calculated at the following occupancy rates:

Number of bedrooms	Occupancy per Dwelling
1	1.5
2	1.7
3	2.3
4	3
5+	4

Library Services Contribution: means the contribution sum to be calculated based on the Obligations Table in Schedule 7 (shown therein as the ‘Library Service’) (index linked as hereinafter provided in clause 8) as a contribution to be used towards the cost of increasing the capacity of Marshalswick Library and/or its future re-provision serving the Development;

Local Connection: shall have the meaning given to it by the Housing Allocations Policy and in the case of First Homes means such local connection criteria as may be designated and published by the Council from time to time as its “First Homes Local Connection Criteria” and which is in operation at the time of the relevant disposal of

the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this Deed the Council has not designated any criteria as Local Connection Criteria and "Local Connection Criteria" shall be construed accordingly;

Market Rent: means the estimated amount for which the relevant Dwelling should be let on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;

Market Value: means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation but shall be based on an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, on the basis that:

- (a) it has vacant possession;
- (b) it is assumed will be free from all encumbrances specified in the registers relating to the First Home Unit maintained by Land Registry; and
- (c) it is free from all restrictions contained in this Deed;

Natural England: means the executive non-departmental public body sponsored by DEFRA (including any successor organisation);

Obligations Table: means the table found at Schedule 7 to be used to calculate the Childcare Services Contribution, Fire and Rescue Service Contribution, the Library Services Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Special Educational Needs and Disabilities Contribution, the Waste Management Recycling Centre Contribution, the Waste Transfer Station Contribution and the Youth Services Contribution for the Development at Reserved Matters;

Occupy: means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in occupation for marketing or display or occupation in relation to security operations and the expressions "**Occupation**", "**Occupied**" and "**Occupier**" shall be construed accordingly

Open Market Units: means Dwellings which are not Affordable Housing Units;

Open Space: means a minimum of zero point three five (0.35) hectares of publicly accessible open green space;

Open Space Certificate: means a certificate or certificates in writing relating to the Open Space Land issued by a Chartered Landscape Architect and in relation to any

equipped play area(s) issued by an inspector registered on the Register of Play Inspectors International that confirms that the Open Space Land has been laid out in accordance with the approved Open Space Scheme;

Open Space Land: means that part of the Site which is to be provided as Open Space and Play Space;

Open Space Management Company: means a private limited company established or appointed for inter alia the purpose of managing the Open Space Land in accordance with the approved Open Space Management Scheme;

Open Space Management Scheme: means the scheme for the long-term management and maintenance of the Open Space and Play Space by an Open Space Management Company to be approved by the Council pursuant to paragraph 1 of Schedule 5 or such variation thereof as may be agreed by the Owner and the Council;

Open Space Scheme: means the scheme for the provision of the Open Space and the Play Space including the laying out, landscaping, construction, installation and maintenance of the Open Space Land as Open Space at the Development to be approved by the Council pursuant to paragraph 1 of Schedule 5 or such variation thereof as may be agreed by the Owner and the Council;

Play Space: means a minimum of three (3) square metres per Dwelling of publicly accessible children's play space;

Permitted Closure: means the closure of the Open Space Land by the Management Company for the purposes of public safety, land management, special events or activities, maintenance and repair or such other closures as agreed in writing by the Council;

Plan: means the plan annexed to this Deed;

Planning Appeal: means the appeal against the Council's refusal of the Planning Application which has been made to the Secretary of State bearing the reference APP/B1930/W/23/3333685;

Planning Application: means the application for outline planning permission validated on 8 March 2022 bearing the Council's reference number 5/2022/0599;

Planning Permission: means the permission to be granted pursuant to the Planning Appeal;

Practical Completion: means the stage reached when the construction of a Dwelling is sufficiently complete that, where necessary, a certificate of practical completion has been issued by the appointed architect, engineer or project manager or other suitably qualified party to the Owner confirming that the Dwelling or part of the Development is complete and it can be Occupied;

Price Cap: means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;

Primary Education Contribution: means the sum to be calculated based on the Obligations Table in Schedule 7 (shown therein as 'Primary Education (including Nursery Provision)') (index linked as hereinafter provided in clause 8) as a contribution towards the expansion of Colney Heath Primary School and/or provision serving the Development;

Qualifying Person: means a person or household in need of Affordable Housing identified in accordance with the provisions below:

- (a) in the case of an Affordable Rented Unit a person accepted on to the St Albans Housing Register (from time to time) in accordance with the Housing Allocations Policy;
- (b) in the case of a Shared Ownership Unit, a person who meets the eligibility criteria for shared ownership housing set by the Government from time to time and who is approved by the relevant Help to Buy Agency appointed by the Homes England for the area in which the Shared Ownership Unit is located;

Qualifying Self Build and Custom Housebuilding Developer: means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals who satisfy all of the following criteria:

- (a) aged eighteen (18) years or older;
- (b) a British citizen, a national of an EEA State other than the United Kingdom or a national of Switzerland; and
- (c) seeking (either alone or with others) to acquire a serviced plot of land in the Council's area to commission or build a house to occupy as that individual's sole or main residence;

Reserved Matters: means an application for reserved matters submitted pursuant to the Planning Permission

RICS: means the Royal Institution of Chartered Surveyors;

RPI Index: means the Retail Price Index (RPI) being a price index calculated and published by the UK's Office of National Statistics which measures the change in the prices charged for goods and services bought for consumption in the UK (and as may be amended or superseded);

SDLT: means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

Secondary Education Contribution: means the contribution sum to be calculated based on the Obligations Table in Schedule 7 (shown therein as 'Secondary Education (including Post-16 Provision)') (index linked as hereinafter provided in clause 8) as a contribution towards the expansion of Samuel Ryder Academy and/or provision serving the Development;

Secretary of State: means the Secretary of State for Levelling Up, Housing and Communities or other minister or other authority from time to time appointed and includes any successor function;

Self-Build and Custom Housebuilding: means a Dwelling which meets the definition of self-build and custom housebuilding in Section 1 of the 2015 Act (as amended by the 2016 Housing and Planning Act) and constructed on a Self-Build and Custom Housebuilding Plot;

Self-Build and Custom Housebuilding Plots: means those parts of the Site to be provided pursuant to the provisions of Schedule 4 of this Deed to enable construction of 9% (or such other percentage or number as is agreed in writing between the Owner and the Council) of the Dwellings as Self-Build and / or Custom Housebuilding and "Self-Build and Custom Housebuilding Plot" shall be construed accordingly;

Self-Build and Custom Housebuilding Register: means the Council's custom build registers maintained pursuant to Section 1 of the 2015 Act;

Self-Build and Custom Housebuilding Scheme: means a scheme to be prepared by the Owner for the provision of Self-Build and Custom Housebuilding on the Self-Build and Custom Plots to include:

- (a) the indicative location of the individual Self-Build and Custom Housebuilding Plots which shall (unless otherwise agreed with the Council) secure that at least 9% of the Dwellings approved by the Planning Permission shall be Self-Build and Custom Housebuilding Plots;
- (b) details of the servicing arrangements for the Self-Build and Custom Housebuilding and how they shall be provided in a Serviced Condition; and
- (c) details of how the Self-Build and Custom Housebuilding Plots shall be marketed and made available to those on the Self-Build and Custom Housebuilding Register;

and which FOR THE AVOIDANCE OF DOUBT shall include the length of that marketing period and provisions which allow the Self-Build and Custom Housebuilding Plots to be sold as Open Market Units in the event that the Self-Build and Custom Housebuilding Plots are not disposed of those on the Self-Build and Custom Housebuilding Register following twelve (12) months of marketing commencing on the date on which marketing commences (or such other marketing period as may be agreed between the Owner and the Council);

Serviced Condition: means the remediation of the land to a standard fit for its end use having made up access from the relevant Self-Build and Custom-Housebuilding Plot to public highway or private accessway to an adoptable standard is provided along with made up utilities/services connection (including gas (if applicable), electricity, telecommunications, water and waste water) to the relevant Self-Build and Custom-Housebuilding Plot boundary;

Shared Ownership Lease: means a lease in the form of the Homes England's model shared ownership lease and on terms that permit part purchase of the open market value of the equity in a unit together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by the Homes England from time to time (or such other rent or form of lease approved in writing by the Council);

Shared Ownership Unit: means a unit of Affordable Housing to be made available by an AHP under a Shared Ownership Lease;

Site: means the freehold property situate at Land to the Rear of High Street, Colney Heath, St Albans, Hertfordshire registered at the Land Registry with Title Absolute under the Title Number HD461248 all of which land is shown for identification purposes only edged red on the Plan;

Special Educational Needs and Disabilities (SEND) Contribution: means the contribution sum to be calculated based on Obligations Table in Schedule 7 (shown therein as 'SEND Primary Education' and 'SEND Secondary Education') (index linked as hereinafter provided in clause 8) as a contribution towards providing additional Severe Learning Difficulty (SLD) special school places (WEST) through the relocation and expansion of Breakspeare School and/or provision serving the Development;

SPONS Index: means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by His Majesty's Stationary Office as collated into a single index known as the SPONS Construction Civil Engineering Cost Index (and as may be amended or superseded);

Sustainable Transport Contribution: means the sum of three hundred and seven thousand one hundred and seventy pounds (£307,170) (index linked as hereinafter provided in clause 8) as a contribution towards the cost of sustainable transport improvements in the County area including, but not limited to package 30 of the South-Central Hertfordshire Growth and Transport Plan such as A414 active travel improvements between London Colney and Hatfield and those identified in the St Albans Local Cycling and Walking Infrastructure Plan (November 2023) such as improvements between St Albans to Colney Heath and/or other such provisions serving the Development

Valuer: means a Member or Fellow of RICS being a registered valuer appointed by the First Homes Owner and acting in an independent capacity;

Waste Management Recycling Centre Contribution: means the contribution sum to be calculated based on the Obligations Table in Schedule 7 (shown therein as 'Waste Management Recycling Centre') (index linked as hereinafter provided in clause 8) as a contribution to be used towards the cost of increasing the capacity of Potters Bar Recycling Centre and/or provision serving the Development;

Waste Transfer Station Contribution: means the contribution sum to be calculated based on the Obligations Table in Schedule 7 (shown therein as 'Waste Transfer Station') (index linked as hereinafter provided in Clause 8) as a contribution to be used towards the cost of increasing the capacity of Waterdale Transfer Station and/or provision serving the Development;

Working Day: means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England;

Youth Services Contribution: means the contribution sum to be calculated based on the Obligations Table in Schedule 7 (shown therein as 'Youth Service') (index linked as hereinafter provided in clause 8) as a contribution to be used towards the cost of the re-provision of the St Albans Young People's Centre in a new facility and/or provision serving the Development;

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 Words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa.
- 1.4 The reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 1.5 Any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears.
- 1.6 Reference to the Site includes any part of it.
- 1.7 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.
- 1.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective functions.

- 1.9 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 and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

2 EFFECT OF THIS DEED

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and the County Council.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof.

3 CONDITIONALITY

- 3.1 This Deed is conditional upon:-
- (a) the Secretary of State (through his inspector or otherwise) granting of the Planning Permission; and
 - (b) the Commencement of Development save where obligations are stated to arise prior to the Commencement Date or as otherwise specified in this Deed;

save for the provisions of Clauses 4.1(g) (Costs), 9.2 (Local Land Charge) and 9.11 (Change of Ownership) which shall come into effect immediately upon completion of this Deed.

- 3.2 If the Secretary of State or his Inspector expressly states in the Decision Letter that a particular obligation contained in this Deed does not satisfy the tests of Regulation 122 of the Community Infrastructure Levy Regulations 2010 then such obligation shall not be enforceable by the Council or the County Council but for the avoidance of doubt all other obligations shall remain enforceable by the Council and County Council as applicable.

4 OWNER'S COVENANTS

4.1 The Owner covenants with the Council and the County Council:-

- (a) to observe and perform the covenants restrictions stipulations and obligations contained in Schedules 1, 2, 3, 4 and 5 of this Deed;
- (b) to give the County Council and the Council no less than five (5) Working Days' prior notice of the Commencement Date in writing using the proforma set out in Schedule 6 hereto;
- (c) not to Commence Development unless clause 4.1(b) has been complied with;
- (d) to give the County Council and the Council no less than five (5) Working Days' prior notice of the Occupation of the Development such notice to be in writing using the proforma set out in Schedule 6 hereto;
- (e) not to Occupy or permit or cause Occupation of the Development unless clause 4.1(d) has been complied with;
- (f) to give the County Council and the Council no less than five (5) Working Days' notice of the Completion of the Development such notice to be in writing using the proforma set out in Schedule 6 hereto; and
- (g) upon completion of this Deed to pay to the Council and the County Council their costs in connection with the preparation negotiation and completion of this Deed.

5 COUNTY COUNCIL'S COVENANTS

5.1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid.

5.2 The County Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt of notification by the County Council from the Owner of Completion.

6 COUNCIL COVENANTS

6.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid.

- 6.2 The Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment together with Interest on such unexpended sum from the date of receipt to the date of payment.

7 EXPENDITURE IN ADVANCE OF RECEIPT OF CONTRIBUTIONS

- 7.1 If prior to the receipt of any of the Childcare Services Contribution, Fire and Rescue Service Contribution, the Library Services Contribution, the Primary Education Contribution the Secondary Education Contribution the Special Educational Needs and Disabilities Contribution, the Sustainable Transport Contribution, the Waste Management Recycling Centre Contribution the Waste Transfer Station Contribution or the Youth Services Contribution the County Council incurs any expenditure in providing additional relevant services the need for which arises from or in anticipation of the Development then the County Council may immediately following receipt of relevant contribution deduct from that contribution such expenditure incurred.
- 7.2 If prior to the receipt of the Leisure and Cultural Centres Contribution the Council incurs any expenditure in providing additional relevant services the need for which arises from or in anticipation of the Development then the Council may immediately following receipt of the contribution deduct from that contribution such expenditure incurred.

8 INDEXATION

- 8.1 The following contributions shall each be index linked by reference to the BCIS Index figure for the first quarter of 2022 to the figure applicable to the quarter in which the relevant contribution is paid:
- (a) the Childcare Services Contribution;
 - (b) the Fire and Rescue Contribution;
 - (c) the Leisure and Cultural Centres Contribution;
 - (d) the Library Services Contribution;
 - (e) the Primary Education Contribution;
 - (f) the Secondary Education Contribution;
 - (g) the Special Educational Needs and Disabilities (SEND) Contribution;
 - (h) the Waste Management Recycling Centre Contribution; and

(i) the Youth Services Contribution.

8.2 The Waste Transfer Station Contribution shall each be index linked by reference to the BCIS Index figure of the third quarter of 2022 to the figure applicable to the quarter in which the relevant contribution is paid:

8.3 The County Council Monitoring Fee shall be index linked by reference to the RPI Index Figure of July 2021 to the finalised figure applicable to the month in which the County Council Monitoring Fee is paid.

8.4 The Sustainable Transport Contribution shall be index-linked to movements in the SPONS Index from January 2019 to the date on which the Sustainable Transport Contribution is paid.

8.5 Where any sum is required to be index linked by reference to the BCIS Index that sum payable shall be increased in accordance with any change in the BCIS Index published from time to time by the application of the formula $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the BCIS Index for the date upon which the interim payment described below is actually paid;

D is the BCIS figure stated in clause 8.1 or 8.2 as appropriate; and

$C \div D$ is greater than 1.

8.6 Where any sum is required to be index linked by reference to the RPI Index that sum payable shall be increased in accordance with any change in the RPI Index published from time to time by the application of the formula $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the RPI Index for the date upon which the interim payment described below is actually paid;

D is the RPI figure stated in clause 8.3; and

$C \div D$ is greater than 1.

8.7 Where any sum is required to be index linked by reference to the SPONS Index that sum payable shall be increased in accordance with any change in the SPONS Index published from time to time by the application of the formula $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the SPONS Index for the date upon which the interim payment described below is actually paid;

D is the SPONS figure stated in clause 8.4; and

$C \div D$ is greater than 1.

8.8 Where any sum to be paid to the Council or the County Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the Council or County Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.

9 MISCELLANEOUS

9.1 The Owner hereby warrants that it is the owner of the freehold of the Site and that no other party has an interest in the legal title to the Site save as disclosed at the Land Registry or in writing to the Council and the County Council prior to completion of this Deed.

9.2 This Deed shall be registered as a local land charge by the Council.

9.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.

9.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Owner:	In respect of the Council:	In respect of the County Council:
--------------------------	----------------------------	-----------------------------------

<p>As stated at the start of this Deed or notified in writing to the Council and County Council from time to time;</p>	<p>Strategic Director, Community & Place Delivery, St Albans City and District Council, The Council Offices, Civic Centre, St Peter's Street, St Albans, Hertfordshire, AL1 3JE (ref: 5/2022/0599);</p>	<p>Director of Law and Governance, Hertfordshire County Council, County Hall, Pegs Lane, Hertford (ref: 022139);</p>
--	---	--

- 9.5 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 provision of this Deed.
- 9.6 Nothing in this Deed shall be construed as restricting the exercise by the Council or the County Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority.
- 9.7 No waiver whether express or implied by the County Council or the Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Council from enforcing the relevant obligations or from acting upon any subsequent breach or default.
- 9.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not occurred in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission.
- 9.9 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the Council or County Council or any officer of the Council or County Council is required for any purpose under or in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation or certification shall not be unreasonably withheld or delayed.
- 9.10 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants until such time as all of the obligations contained here have been complied with to the Council and the County Council or any person duly authorised or instructed by them an irrevocable licence at all reasonable times to enter the such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be

used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed.

- 9.11 Save for to the disposals of individual completed Dwellings the Owner shall give the Council prior written notice of any change of interests in the Site occurring before all of the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.
- 9.12 The obligations in this Deed made by the Owner to the Council will not be enforceable against Occupiers of individual completed Dwellings nor against those deriving title from them nor their mortgagees or chargees save for where there are restrictions on the Occupation of the Dwellings then such restrictions on Occupation shall bind the owners occupiers or tenants of the Dwellings who shall not Occupy any Dwelling in breach of such restrictions.
- 9.13 The obligations in this Deed made by the Owner to the County Council will not be enforceable against Occupiers of individual Dwellings nor against those deriving title from them nor their mortgagees or chargees once the obligations have been complied with by the Owner and where there are restrictions on the Occupation of the Dwellings then such restrictions on Occupation shall bind the owners occupiers or tenants of the Dwellings who shall not Occupy any Dwelling in breach of such restrictions.
- 9.14 The obligations in this Deed will not be enforceable against any statutory undertaker with any existing interest in any part of the Site or who acquires an interest in any part of the Site for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services.
- 9.15 The parties agree that any future mortgagee or chargee of the Site shall take the security of the charge over the Site subject to this Deed PROVIDED THAT the mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 9.16 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 or any approval of reserved matters pursuant to the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 9.17 Save for the Affordable Housing obligations in Schedule 2 the obligations in this Deed shall not be enforceable against an AHP or a Chargee of an AHP.

9.18 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site or part of the Site to which the breach relates, except in respect of any breach subsisting before parting with that interest.

9.19 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the Council and the County Council, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):

(a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act;

(b) the definitions of Planning Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

(c) this Deed shall be endorsed with the following words in respect of any future Section 73 application:

“The obligations in this Deed relate to and bind the Site in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or of the Council or the County Council the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106A of the Act.

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

10 Determination of Disputes

- 10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions of this clause 10 may apply.
- 10.2 The parties shall use their reasonable endeavours to resolve the dispute by agreement.
- 10.3 If agreement cannot be reached the matter in dispute may be referred to and settled by some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president of the Royal Institution of Chartered Surveyors (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert on the application of either party after giving notice in writing to the other party to this Deed.
- 10.4 The person to be appointed pursuant to clause 10.3 shall be a person having ten years or more post qualification experience of projects comprising works of the scale and nature of the Development.
- 10.5 Reference to the expert shall be on terms that determination shall take place within 28 working days of the expert accepting his instructions.
- 10.6 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares.
- 10.7 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision.
- 10.8 The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute.
- 10.9 For the avoidance of doubt references to 'party' or 'parties' in this clause 10 exclude the County Council and the County Council shall not be required to submit to or be bound by the provisions of clause 10.

11 VALUE ADDED TAX

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

12 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England.

IN WITNESS whereof the parties hereto have executed this Deed by the same remains undelivered until the day and year first before written

SCHEDULE 1

The Owner's Covenants Stipulations and Obligations

1. COUNTY COUNCIL CONTRIBUTIONS

1.1 To pay the County Council Contributions (save for the Primary Education Contribution and Secondary Education Contribution) to the County Council prior to the Commencement Date.

1.2 Not to Commence the Development until paragraph 1.1 of this Schedule has been complied with.

1.3 To pay the Primary Education Contribution and Secondary Education Contribution to the County Council in the following instalments:

(a) a sum equal to fifty per cent (50%) of the Primary Education Contribution shall be paid prior to the Commencement Date;

(b) a sum equal to fifty per cent (50%) of the Secondary Education Contribution shall be paid prior to the Commencement Date;

(c) a sum equal to fifty per cent (50%) of the Primary Education Contribution shall be paid prior to Occupation: and,

(d) a sum equal to fifty per cent (50%) of the Secondary Education Contribution shall be paid prior to Occupation.

1.4 Not to Commence Development until the first fifty per cent (50%) of the Primary Education Contribution and the first fifty per cent (50%) of the Secondary Education Contribution as referred to in paragraph 1.3 (a) and (b) of this Schedule have been paid to the County Council.

1.5 Not to Occupy nor cause nor permit Occupation of the Development until the remaining fifty per cent (50%) of the Primary Education Contribution and the remaining fifty per cent (50%) of the Secondary Education Contribution as referred to in paragraph 1.3 (c) and (d) of this Schedule have been paid to the County Council.

2. COUNCIL CONTRIBUTIONS

2.1 To pay to the Council the Leisure and Cultural Centres Contribution prior to the Commencement Date.

2.2 Not to Commence Development until paragraph 2.1 of this Schedule has been complied with.

SCHEDULE 2

Affordable Housing

Part 1

1 AFFORDABLE HOUSING PROVISIONS

1.1 The Owner covenants with the Council:

1.1.1. prior to Commencement of Development, to submit to the Council the Affordable Housing Scheme as part of the relevant Reserved Matters.

1.1.2. not to Commence Development until the Affordable Housing Scheme has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed).

2 OCCUPATION

2.1 Unless otherwise agreed in writing by the Council, the Owner covenants not to Occupy or permit or cause Occupation of more than 50% of the Open Market Units until:

(a) all of the Affordable Housing Units have been constructed in accordance with the Planning Permission, this Schedule and the approved Affordable Housing Scheme and made ready for residential Occupation and written notification of such has been received by the Council; and

(b) the Affordable Housing Units (save for the First Homes) have been transferred to an AHP.

2.2 Subject to paragraph 4 of this Schedule, the Owner shall not Occupy or permit Occupation of each Shared Ownership Unit unless and until the AHP has entered into a Shared Ownership Lease in respect of that Shared Ownership Unit with a Qualifying Person with a Local Connection.

2.3 Subject to paragraph 4 below the Affordable Rented Units shall not be Occupied otherwise than using an AT (or other approved tenancy agreement as agreed in writing by the Council).

2.4 The Owner agrees with the Council to use reasonable endeavours to ensure that within 12 weeks of practical completion of any Affordable Rented Unit or within 12 weeks of any Affordable Rented Unit becoming vacant (whatever the reason for the vacancy) ATs (or other approved tenancies) are completed.

- 2.5 If there are more applicants than Affordable Rented Units available, the available Affordable Rented Units will be allocated in accordance with the Housing Allocation Policy.

3 DISPOSAL MECHANISM FOR AFFORDABLE HOUSING UNITS BEING TRANSFERRED TO AN AHP

- 3.1 The Owner covenants with the Council prior to the Commencement Date:
- (a) to obtain the Council's approval in writing of the identity of the AHP (such approval not to be unreasonably withheld or delayed);
 - (b) to commence negotiations for the Disposal of the Affordable Rented Units and the Shared Ownership Units to an AHP the identity of whom has been approved in accordance with paragraph 3.1(a) of this Schedule; and
 - (c) to give the Council notice of commencement of these negotiations.
- 3.2 The Owner covenants with the Council not to Commence Development without first having complied with paragraph 3.1 of this Schedule.

4 DESIGN, CONSTRUCTION AND TRANSFER OF THE AFFORDABLE HOUSING

- 4.1 The Owner covenants with the Council that the Affordable Housing Units shall be constructed and completed in accordance with the Development Standard.
- 4.2 The Owner covenants with the Council that where any Affordable Housing Units are transferred to an AHP, such transfer shall dispose of the Affordable Housing Unit(s):
- (a) to an AHP;
 - (b) with vacant possession;
 - (c) on such terms as may be agreed between the Owner and the AHP concerned;
 - (d) on such terms that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
 - (e) on such terms that accord with Homes England's funding requirement current at the time of construction of the Affordable Housing Units; and
 - (f) in a Serviced Condition.

- 4.3 The initial Disposal of each Shared Ownership Unit allocated for Shared Ownership Housing to a person who is proposed to become an Occupier shall (unless otherwise agreed in writing by the Council) include the following terms:
- (a) the Disposal shall not involve the sale of an equity stake of less than 5% or more than 75%; and
 - (b) the rent payable under the Shared Ownership Lease shall not amount to more than 2.75% of the Market Value of the unsold equity of the relevant Shared Ownership Housing Unit.

5 CHARGEЕ RELEASE PROVISIONS

- 5.1 The Affordable Housing Units (save for First Homes) shall not be used for any purpose other than for Affordable Housing PROVIDED ALWAYS THAT the provisions in this Schedule 2:
- (a) shall not bind any Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:
 - (i) such Chargee 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 months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration 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
 - (ii) if such disposal has not completed within the three-month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing obligations in this Schedule 2 which shall determine absolutely;
 - (b) shall cease to bind an Affordable Housing Unit where any person acquires the freehold or leasehold interest in respect of that Affordable Housing Unit pursuant to a right to buy or right to acquire or equivalent right; or
 - (c) shall cease to bind an Affordable Housing Unit where any person acquires 100% of the equity in that Affordable Housing Unit;

and this paragraph shall extend to include the mortgagees, chargees and successors in title to those set out in paragraphs 5.1 (a) to 5.1(c) above.

6 PROCEEDS OF SALE ARISING FROM SALE OF AFFORDABLE HOUSING

- 6.1 The AHP shall use reasonable endeavours to utilise any monies which arise from the sale of any Affordable Housing Unit following the exercise of:
- (a) a tenant's right to buy; or
 - (b) a tenant's right to acquire (including any share of their Affordable Housing Unit); or
 - (c) upon the sale of a share in each Affordable Housing Unit allocated for Shared Ownership Housing following the exercise of staircasing rights;
- for other Affordable Housing projects within the Council's administrative areas (as the case may be) provided that the AHP's primary obligation in relation to the use of any such funds shall be to satisfy its obligations to any mortgagee or chargee of the Affordable Housing Unit which shall always take priority.

Part 2

First Homes

1 OBLIGATIONS

- 1.1 Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that:
- (a) paragraphs 2, 3, 4 and 5 of this Part 2 shall not apply to a First Homes Owner;
 - (b) paragraphs 6 and 7 of this Part 2 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
 - (c) paragraph 8 of this Part 2 applies as set out therein.

2 QUANTUM

- 2.1 The quantity of Affordable Housing Units on the Site identified reserved and set aside as First Homes in the approved Affordable Housing Scheme shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3 SPECIFICATION

- 3.1 The First Homes shall not be visually distinguishable from the Open Market Units based upon their external appearance;
- 3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Open Market Units but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.

4 TYPE AND DISTRIBUTION

- 4.1 The mix of First Homes provided within the Site shall be in accordance with:
 - (a) the Affordable Housing Mix; and
 - (b) the distribution in the Affordable Housing Scheme.

5 DEVELOPMENT STANDARD

- 5.1 All First Homes shall be constructed to:
 - (a) the Development Standard; and
 - (b) no less than the standard applied to the Open Market Units.

6 DELIVERY MECHANISM

- 6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - (a) the Eligibility Criteria (National); and
 - (b) the Eligibility Criteria (Local)
- 6.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 6.1(b) of this Schedule shall cease to apply.
- 6.3 Subject to paragraphs 6.6 to 6.10 of this Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee.

6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:

- (a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local);
- (b) the First Home is being Disposed of at the Discount Market Price;
- (c) the transfer deed of the First Home includes;
 - (i) a definition of the "Council" which shall be the Council;
 - (ii) a definition of "First Homes Provisions" in the following terms "means the provisions set out in clauses 1.1 to 6.9, 6.13, 7 and 1.1(a) of the S106 Agreement a copy of which is attached hereto as the Annexure";
 - (iii) a definition of "S106 Agreement" which shall be this Deed;
 - (iv) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Homes or any part of it other than in accordance with the First Homes Provisions; and
 - (v) a copy of the First Homes Provisions in an Annexure; and
- (d) the Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4 of this Schedule have been met.

6.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 and Schedule 4 of the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

and the Council will promptly provide the relevant certificate as part of the Compliance Certificate.

- 6.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may submit a written request to the Council to Dispose of it other than as a First Home on the grounds that either:
- (a) the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 1.1 and 6.2 of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4 of this Schedule; or
 - (b) requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6(a) of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.
- 6.7 Upon receipt of an application served in accordance with paragraph 6.6 of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is Disposed of to it at the Discount Market Price.
- 6.8 If the Council is satisfied that either of the grounds in paragraph 6.6 of this Schedule have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 of this Schedule that the relevant Dwelling may be Disposed of:
- (a) to the Council at the Discount Market Price; or
 - (b) if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home;

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

- 6.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 of this Schedule above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 of this Schedule serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 6.6 of this Schedule following which the Council must within twenty eight (28) days issue confirmation in writing that the Dwelling may be Disposed of other than as a

First Home and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

- 6.10 Where a Dwelling is Disposed of other than as a First Home in accordance with paragraphs 6.8 and 6.9 of this Schedule above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 6.11 Within five (5) working days of receipt of the Additional First Homes Contribution the Council shall provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 of this Schedule where such restriction has previously been registered against the relevant title.
- 6.12 The Council shall apply any Additional First Homes Contribution received towards the provision of Affordable Housing.
- 6.13 Any person who purchases a First Home free of the restrictions in this Schedule pursuant to the provisions in paragraphs 6.8, 6.9 and 6.10 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

7 FIRST HOMES USE

- 7.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed provided that letting or sub-letting shall be permitted in accordance with paragraphs 7.2 to 7.5 below.
- 7.2 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 7.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances specified in paragraphs 7.3(a) to 7.3(f) of this Schedule:

- (a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- (b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
- (c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- (d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- (e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- (f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.4 A letting or sub-letting permitted pursuant to paragraphs 7.2 to 7.5 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7.5 Nothing in this paragraph 7 of this Schedule prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Homes Owner's main residence.

8 FIRST HOMES MORTGAGEE PROVISION

8.1 The obligations in paragraphs 1-7 of this Part 2 of Schedule 2 in relation to First Homes shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or Receiver PROVIDED THAT:

- (a) such First Homes Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- (b) once notice of intention to Dispose of the relevant First Home has been given by the First Homes Mortgagee or Receiver to the Council the First

Homes Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3.

- 8.2 Following the Disposal of the relevant First Home the First Homes Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 8.3 Following receipt of notification of the Disposal of the relevant First Home the Council shall:
- (a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5; and
 - (b) apply all such monies received towards the provision of Affordable Housing.

SCHEDULE 3

Biodiversity Net Gain

- 1 The Owner covenants with the Council:
 - 1.1 Prior to Commencement of Development to submit a Biodiversity Offsetting Scheme to the Council for approval.
 - 1.2 Not to Commence the Development unless a Biodiversity Offsetting Scheme has been submitted to the Council for approval.
 - 1.3 Not to undertake any Development above damp proof course until the Biodiversity Offsetting Scheme has been approved in writing by the Council.
 - 1.4 To pay the Council's reasonable and proper costs incurred in evaluating and approving the Biodiversity Offsetting Scheme within ten (10) Working Days of receipt by the Owner of a written invoice in respect thereof from the Council.
 - 1.5 Prior to first Occupation of the Development:
 - (a) to fully implement the approved Biodiversity Offsetting Scheme or any variations thereto agreed in writing between the Owner and the Council from time to time save for ongoing monitoring and management requirements;
 - (b) if the Biodiversity Offsetting Scheme includes Biodiversity Onsite Compensation:
 - (i) to obtain the Council's approval in writing of the identity of the ecologist instructed to provide the Biodiversity Onsite Compensation Certificate (such approval not to be unreasonably withheld or delayed); and
 - (ii) to obtain the Biodiversity Onsite Compensation Certificate from the ecologist approved by the Council under paragraph 1.5(b)(i) of this Schedule and provide a copy to the Council.
 - 1.6 Not to Occupy or permit Occupation of the Development paragraph 1.5 of this Schedule has been complied with, save for ongoing monitoring and management requirements in accordance with the Biodiversity Offsetting Scheme.
 - 1.7 To comply with the approved Biodiversity Offsetting Scheme or any variations thereto agreed in writing between the Owner and the Council from time to time.

SCHEDULE 4

Self-Build and Custom Housebuilding Plots

- 1 The Owner covenants with the Council:
 - 1.1 Prior to the Commencement Date to submit the Self-Build and Custom Housebuilding Scheme to the Council for approval.
 - 1.2 Not to Commence the Development or permit Commencement until the Self-Build and Custom Housebuilding Scheme has been submitted to and approved by the Council.
 - 1.3 Unless otherwise agreed with the Council in writing, prior to Occupation of more than 50% of the Open Market Units to deliver and make available in a Serviced Condition the Self-Build and Custom Housebuilding Plots in accordance with the Self-Build and Custom Housebuilding Scheme.
 - 1.4 Unless otherwise agreed with the Council in writing, not to permit more than 50% of the Open Market Units to be Occupied until the Self-Build and Custom Housebuilding Plots are made available in accordance with the approved Self-Build and Custom Housebuilding Scheme and have been provided in a Serviced Condition.
 - 1.5 Unless otherwise agreed with the Council in writing (as part of the Self-Build and Custom Housebuilding Scheme or otherwise) the Self-Build and Custom Housebuilding Plots shall only be provided and transferred for the provision of Self-Build and Custom Housebuilding to either:
 - (a) those on the Self-Build and Custom Housebuilding Register;
 - (b) a Qualifying Self-Build and Custom Housebuilder Developer; or
 - (c) such other person or persons approved in writing by the Council (such approval not to be unreasonably delayed or withheld) prior to any disposal of the Self-Build and Custom Housebuilding Plot in question.
 - 1.6 To give notice to the Council of the date of commencement of the date of marketing of each individual Self-Build and Custom Housebuilding Plot not later than fourteen (14) Working Days after that date.
 - 1.7 If after twelve (12) months from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots contracts for the sale of any of the Self-Build and Custom Housebuilding Plots have not been exchanged then, subject to the provisions of paragraph 1.8 of this Schedule:

- (a) the restrictions and obligations in this Schedule shall be released in relation to the relevant Self-Build and Custom Housebuilding Plot(s) and shall no longer apply to those Self Build and Custom Housebuilding Plot(s); and
- (b) a dwelling may be built on the relevant Self-Build and Custom Housebuilding Plot(s), which may be sold on the open market free from the provision of this Schedule.

1.8 Paragraph 1.7 of this Schedule shall only apply if:

- (a) the Owner has provided reasonable evidence demonstrating that the Self-Build and Custom Housebuilding Plots have been marketed for a minimum period of twelve (12) months from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding Scheme and that no or no sufficient demand at a realistic open market value can be demonstrated; and
- (b) the Council has agreed in writing that they are satisfied that the Self-Build and Custom Housebuilding Plots have been marketed for a minimum period of twelve (12) months in accordance with the approved Self-Build and Custom Housebuilding Scheme from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding Scheme.

2 Any approval to be given by the Council under this Schedule shall not be unreasonably withheld or delayed.

SCHEDULE 5

Open Space and Play Space

- 1 The Owner covenants with the Council:
 - 1.1 Prior to Commencement of Development, to submit to the Council for approval:
 - (a) the Open Space Scheme; and
 - (b) the Open Space Management Scheme;
 - 1.2 Not to Commence Development until it has complied with paragraph 1.1 of this Schedule.
 - 1.3 To implement and fully comply with the approved Open Space Scheme.
 - 1.4 Prior to Occupation of more than 75% of the Dwellings:
 - (a) to implement the approved Open Space Scheme save for any ongoing monitoring and management requirements; and
 - (b) to provide to the Council the appropriate Open Space Certificates.
 - 1.5 Not to Occupy or cause or permit the Occupation of more than 75% of the Dwellings until the Open Space and Play Space has been provided in accordance with the approved Open Space Scheme and the Council has received the appropriate Open Space Certificates.
 - 1.6 To maintain the Open Space Land in accordance with the approved Open Space Management Scheme until the date upon which the transfer described in paragraph 1.7 of this Schedule has been completed and until the relevant transfer has been completed 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 with a tree or shrub or other plant or turfing of same size and species.
 - 1.7 Prior to the Occupation of 90% of the Dwellings to transfer the Open Space Land to the Open Space Management Company.
 - 1.8 Not to Occupy or permit the Occupation of more than 90% of the Dwellings until the Open Space Land has been transferred to the Open Space Management Company.
 - 1.9 To include in the transfer or transfers of the Open Space Land (as appropriate) to the Open Space Management Company:

- (a) a covenant by the Open Space Management Company only to permit Open Space Land to be utilised as grassed areas and/or play areas and/or parking areas and/or roads and/or open areas for recreation in accordance with this Deed;
 - (b) a covenant by the Open Space Management Company to maintain the Open Space Land in perpetuity in accordance with the approved Open Space Management Scheme and to allow public access to the Open Space Land at all times save for any Permitted Closure and it being agreed between the parties that there is no intention to create any public rights of way over the Open Space Land in addition to those parts of the Open Space Land which already benefit from public rights of way at the date of this Deed;
 - (c) a covenant by the Open Space Management Company not to transfer the Open Space Land into the individual ownership of the owners of the Dwellings; and
 - (d) an obligation on the Open Space Management Company to enter into a direct covenant with the Council to perform the obligations set out in paragraphs 1.9(a) to 1.9(c) of this Schedule should the Council so require.
- 1.10 Within fifteen (15) Working Days of each transfer of the Open Space Land to the Open Space Management Company, to provide to the Council a copy of the completed transfer of the Open Space Land and inform the Council in writing of the contract details of the Open Space Management Company.
- 1.11 To include in each transfer or lease of a Dwelling an obligation to contribute an annual amount to the Open Space Management Company which together with fair contributions from other purchasers or lessees of the Dwellings shall be sufficient to enable the Open Space Management Company to discharge its obligations under this Deed in relation to the Open Space Land.
- 1.12 To procure that upon any subsequent sale or letting of each Dwelling the owner or lessee at that time will procure that the incoming buyer or lessee enters into direct covenants with the Open Space Management Company to comply with paragraphs 1.11 and 1.12 of this Schedule.
- 2 Any approval to be given by the Council under this Schedule shall not be unreasonably withheld or delayed.

SCHEDULE 6

Proforma

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE

HCC DU REFERENCE

SITE ADDRESS

SITE OWNER DETAILS

Name

Contact name

Address

Telephone nos

Main

Mobile

E-mail

EVENTS BEING NOTIFIED

Commencement Date – date:

Occupation of Development (Number if relevant) – date:

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule

Paragraph

Details of obligation and compliance

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X + Y £	Herts County Council

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

- a) Director of Law and Governance
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
Hertfordshire
SG13 8DE (Ref: 022139)

- b) To Strategic Director, Community & Place Delivery
St Albans City and District Council
Civic Centre
St Peter's Street
St Albans
Hertfordshire
AL1 3JE (Ref: 5/2022/0599)

SCHEDULE 7
Obligations Table

Service	Type	Tenure	Size (Bedroom)			
			1	2	3	≥ 4
Childcare Services 5 - 11 years-old	Flat	Affordable Rented Unit and/or Social Rent**	£0	£5	£16	£17
Childcare Services 5 - 11 years-old	Flat	Open Market Unit and/or Shared Ownership Unit *	£1	£3	£7	£10
Childcare Services 5 - 11 years-old	House	Affordable Rented Unit and/or Social Rent**	£0	£7	£29	£44
Childcare Services 5 - 11 years-old	House	Open Market Unit and/or Shared Ownership Unit *	£1	£3	£11	£18
Fire and Rescue Service	Flat	Affordable Rented Unit and/or Social Rent**	£381	£381	£381	£381
Fire and Rescue Service	Flat	Open Market Unit and/or Shared Ownership Unit *	£381	£381	£381	£381
Fire and Rescue Service	House	Affordable Rented Unit and/or Social Rent**	£381	£381	£381	£381
Fire and Rescue Service	House	Open Market Unit and /or Shared Ownership Unit*	£381	£381	£381	£381
Library Services	Flat	Affordable Rented Unit and/or Social Rent**	£110	£198	£257	£274
Library Services	Flat	Open Market Unit and/or Shared Ownership Unit*	£126	£167	£221	£301
Library Services	House	Affordable Rented Unit and/or Social Rent**	£118	£204	£268	£362
Library Services	House	Open Market Unit and/or Shared Ownership Unit*	£141	£173	£229	£284
Primary Education (including Nursery Provision)	Flat	Affordable Rented Unit and/or Social Rent**	£3,093	£19,796	£18,658	£20,686
Primary Education (including Nursery Provision)	Flat	Open Market Unit and/or Shared Ownership Unit*	£3,259	£7,348	£6,927	£7,992
Primary Education (including Nursery Provision)	House	Affordable Rented Unit and/or Social Rent**	£996	£13,826	£19,232	£22,956

Primary Education (including Nursery Provision)	House	Open Market Unit and/or Shared Ownership Unit*	£3,098	£6,118	£9,849	£12,062
Secondary Education (including Post-16 Provision)	Flat	Affordable Rented Unit and/or Social Rent**	£3,420	£22,210	£20,006	£22,235
Secondary Education (including Post-16 Provision)	Flat	Open Market Unit and/or Shared Ownership Unit*	£3,641	£7,944	£7,338	£8,863
Secondary Education (including Post-16 Provision)	House	Affordable Rented Unit and/or Social Rent**	£1,188	£15,528	£21,111	£23,578
Secondary Education (including Post-16 Provision)	House	Open Market Unit and/or Shared Ownership Unit*	£3,493	£6,688	£10,792	£13,149
SEND Primary Education	Flat	NA	£194	£194	£194	£194
SEND Primary Education	House	NA	£654	£654	£654	£654
SEND Secondary Education	Flat	NA	£66	£66	£66	£66
SEND Secondary Education	House	NA	£752	£752	£752	£752
Waste Management Recycling Centre	Flat	Affordable Rented Unit and/or Social Rent**	£156	£278	£362	£386
Waste Management Recycling Centre	Flat	Open Market Unit and/or Shared Ownership Unit*	£178	£235	£311	£424
Waste Management Recycling Centre	House	Affordable Rented Unit and/or Social Rent**	£166	£287	£378	£510
Waste Management Recycling Centre	House	Open Market Unit and/or Shared Ownership Unit*	£199	£244	£323	£400
Youth Services	Flat	Affordable Rented Unit and/or Social Rent**	£29	£167	£499	£592
Youth Services	Flat	Open Market Unit and/or Shared Ownership Unit*	£23	£70	£213	£317
Youth Services	House	Affordable Rented Unit and/or Social Rent**	£28	£249	£586	£1,015
Youth Services	House	Open Market Unit and/or Shared Ownership Unit*	£52	£81	£259	£488
Waste Transfer Station	Flat	Affordable Rented Unit and/or Social Rent**	£59	£59	£59	£59
Waste Transfer Station	Flat	Open Market Unit and/or Shared Ownership Unit*	£59	£59	£59	£59
Waste Transfer Station	House	Affordable Rented Unit and/or Social Rent**	£59	£59	£59	£59

Waste Transfer Station	House	Open Market Unit and/or Shared Ownership Unit*	£59	£59	£59	£59
------------------------	-------	--	-----	-----	-----	-----

The tenure terms set out in the tables reflect the terminology used with the submitted Planning Application. Should alternative definitions/types of tenure of units be applicable in the future (e.g., at such time that Reserved Matters applications are submitted and/or as reflected in updated Hertfordshire County Council guidance) then they should be characterised and included as follows:

* Tenure characteristics similar to open market dwellings and dwellings provided for sale that offers a route to ownership for those who could not achieve home ownership through the market (or other tenures which display these types of characteristics)

** Tenure characteristics of 100% rented, reflecting needs assessed dwellings for which the rent is set below local market rents (or other tenures which display these types of characteristics)

The above table uses an assumed relationship between bedrooms and habitable rooms.

Figures the above contributions are subject to indexation and will be indexed using the BCIS Index from 1Q2022, except for the Waste Transfer Station Contribution which is index linked to BCIS 3Q2022.



Recreation Ground

L Twr

L Twr

L Twr

Lake

Football Pitch

L Twr

Colney Heath Junior Mixed Infant and Nursery School

Tennis Court

L Twr

Sports Pavilion

L Twr

Path (um)

TCB (dis)

HIGH STREET

PH 88

PARK LANE

Bill Franklin Memorial Garden



Copyright of Turley

This drawing is for illustrative purposes only and should not be used for any construction or estimation purposes. To be scaled for planning application purposes only. No liability or responsibility is accepted arising from reliance upon the information contained within this drawing.

Plans reproduced by permission of Ordnance Survey on behalf of The Controller of Her Majesty's Stationery Office. © Crown Copyright and database right [2021]. Ordnance Survey Licence number [0100031673].

KEY

 Application boundary

Revision	Note	Sign off
-	Draft	LN
A	Revised to reflect Deed of variation for 106 High Street	CD
B	Revised to remove Fishing Club access and NE woodland	LN

CLIENT
Tarmac Trading Ltd

PROJECT
Land at High Street
Colney Heath
St Albans

DRAWING
Site Location Plan

PROJECT NUMBER
TARC3006

DRAWING NUMBER 1001 **CHECKED BY** LN

REVISION B **STATUS** Submission

DATE 14/01/2022 **SCALE** 1:1,250 @ A3



EXECUTED and DELIVERED as a **DEED** on the date of this document

EXECUTED under the Common Seal of
HERTFORDSHIRE COUNTY COUNCIL

in the presence of:

.....

Authorised Signatory

EXECUTED under the Common Seal of
ST ALBANS CITY AND DISTRICT COUNCIL

in the presence of:

.....

Duly Authorised Officer

EXECUTED as a **DEED** by

TARMAC AGGREGATES LIMITED

acting by a Director in the presence of:

.....

Signature of Director

.....

Full Name of Director

.....

Signature of Witness

Full name, address and occupation of witness:

.....

.....

.....

.....

.....

.....

Date

202

HERTFORDSHIRE COUNTY COUNCIL

- and -

ST ALBANS CITY and DISTRICT
COUNCIL

- and -

TARMAC AGGREGATES LIMITED

Deed of Agreement pursuant to S.106 Town
and Country Planning Act 1990 (as
amended) in relation to the development of
Land to the Rear of High Street, Colney
Heath, St Albans, Hertfordshire

Legal Services

St Albans City and District Council

Civic Centre St Peter's Street St Albans
Hertfordshire AL1 3JE REF: 5/2022/0599