Wilsons

Section 106 Agreement

Relating to Site at Old Sarum Salisbury Wiltshire

IKEN 201187

B0677.0003\201582126.1

THIS DEED is 27 dated the March 2025

and made between

(1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge BA14 8JN ('the Council')

(2) **BLANEFIELD AVIATION LTD** a company registered in the Bahamas whose address for service in the UK is care of Wilsons Solicitors LLP Alexandra House, St Johns Street, Salisbury SP1 2SB ('the First Owner')

(3) **R & G 1923 LTD** a company registered in the Bahamas whose address for service in the UK is care of Wilsons Solicitors LLP Alexandra House, St Johns Street, Salisbury SP1 2SB ('the Second Owner') and

(4) **OSAF PROJECTS LIMITED** (Company registration number 04477202) whose registered office is Alexandra House, St Johns Street, Salisbury SP1 2SB ('the Third Owner')

Together referred to as "the Owners"

1 RECITALS

1.1 The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

1.2 The First Owner is the freeholder owner of parts of the Site registered under title numbers WT455982 and WT442270 and leasehold owner of part of the Site pursuant to a lease for a term of 999 years from 16 November 1982 under title number WT311646.

1.3 The Second owner is the freeholder owner of part of the Site registered under title number WT114571

1.4 The Third Owner is the freehold owner of parts of the Site registered under title numbers WT121389 and WT223021

1.5 The Application was submitted to the Council on behalf of the Owners by Old Sarum Airfield Limited and the Application was refused by the Council on 15 August 2024

1.6 Old Sarum Airfield Limited has submitted the Appeal on behalf of the Owners for determination by the Secretary of State.

1.7 The parties have agreed that in the event that the Permission is granted the obligations contained herein are reasonable and necessary to make the Development acceptable

in planning terms in accordance with Regulation 122 of the CIL Regulations and the parties have therefore agreed to enter into this Deed in order to secure the planning obligations contained herein in the event that the Permission is granted by the Secretary of State pursuant to the Appeal.

NOW THIS DEED WITNESSES as follows:

2 Definitions and interpretation

2.1 Definitions

For the purposes of this Deed the following expressions shall have the following meanings:

2.1.1 "**the 1990 Act**" means the Town and Country Planning Act 1990 (as amended)

2.1.1 "**Affordable Housing**" means (1) Social Rented Housing; (2) Affordable Rented Housing; and (3) Intermediate Housing provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the Subsidy to be recycled for alternative Affordable Housing provision

2.1.2 "**Affordable Housing Consideration**" means the price to be paid for the Affordable Housing Units by the Transferee which shall be the price at which the Transferee can afford to pay for the Affordable Housing Units on a Nil Subsidy basis and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owners which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality or standard than that envisaged by paragraph 4 of Schedule 3

2.1.3 "**Affordable Housing Contract**" a contract to be entered into between the Owner and the Transferee for the construction of the Affordable Housing Units and the transfer to the Transferee for the Affordable Housing Consideration

2.1.4 "**Affordable Housing Methodology**" means the methodology that is appended in Appendix 1 of this Deed

2.1.1 "**Affordable Housing Mix**" means the mix of Affordable Housing Units set out in Schedule 3

2.1.2 "**Affordable Housing Plan**" means the plan to be submitted to the Council indicating the location of the Affordable Housing Units on the Land

2.1.3 "**Affordable Housing Units**" means the Residential Unit(s) to be provided as Affordable Housing in accordance with Schedule 3

2.1.4 "**Affordable Rented Housing**" means rented housing let by a Transferee to a Qualifying Person who is eligible to obtain Social Rented Housing and which is subject to rent controls that require a rent of no more than 80% of local Market Rent (including service charges, where applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or other such amount as prescribed by the Regulator of Social Housing

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

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

2.1.7 "**the Appeal**" means the appeal to the Secretary of State following non-determination of the Application by the Council given appeal reference APP/Y3940/W/24/3353040

2.1.8 "**the Application**" means the planning application for outline planning permission for the Development dated 24 August 2023 submitted to the Council and allocated reference number PL/2023/07368

2.1.9 "**Area A**" means the area of residential development shown on the Phase Plan and marked "Area A"

2.1.10 "**Area B**" means the area of non-residential development shown on the Phase Plan and marked "Area B"

2.1.11 "**Area C**" means the area of residential development shown on the Phase Plan and marked "Area C"

2.1.12 "**Arts Scheme**" means a plan to be developed by the Council's Arts Team for how public art will be integrated into the Development or the vicinity of the Development through the expenditure of the Arts Contribution

2.1.13 "**the Bus Contribution**" means the sum of forty-five thousand pounds (£45,000) Index Linked to be paid by the Owners to the Council in accordance with Part 3 Schedule 1 of this Deed to provide a Bus Real Time Information Scheme for the Salisbury Area

2.1.14 "**Cluster**" means a group of Affordable Housing Units which does not have contiguous boundaries with another group of Affordable Housing Units

2.1.15 "**CIL Regulations**" means the Community Infrastructure Levy Regulations 2010 (as amended)

2.1.16 "**the Commencement of Development**" means the carrying out of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than investigation of ground conditions and remedial work archaeological work demolition and erection of hoardings and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and 'Commence Development' and 'Commence' shall be construed accordingly

2.1.17 **"Contributions"** each financial contributions payable under this Deed namely :-

the Bus Contribution; the Early Years Contribution; the Green Lane LCWIP Contribution; the New Forest Mitigation Contribution; the Noise Mitigation/Monitoring Contribution; the Off-Site Play Area Contribution (if applicable); the Off-Site Open Space Contribution (if applicable), the Sports Pitch Contribution; the Public Arts Contribution and the Waste and Recycling Contribution';

2.1.18 **"Decision Letter"** the letter from the Planning Inspector determining the Appeal

2.1.19 "**Deed**" means this deed of agreement

2.1.20 "**the Development**" means the development of the Site pursuant to the Application for the demolition, modification and renovation of existing buildings, structures and site development. Provision of approximately 15.03ha of residential land accommodating approximately 315 residential dwellings. Provision for a mixture of employment, commercial/leisure and aviation uses on 3.15ha of land, including a "flying hub" comprising a control tower, heritage centre, visitor centre, café/restaurant, parachute centre, aviation archives and aircraft hangers. Provision of associated access, including the construction of new points of vehicular access to the surrounding highways network, car parking and connections to surrounding footpath and cycle networks. Green infrastructure provision, including open space, play space, recreational foot paths, cycle paths & landscape enhancement areas; the provision of above and below ground utilities, including a sustainable urban drainage system and waste water treatment works. Associated vegetation removal, ground modification and engineering works

2.1.21 "**Disposal**" means a transfer of the freehold or (in the case of a flat only) the grant of a leasehold interest in an Affordable Housing Unit and "Disposed" and "Disposing" shall be construed accordingly

2.1.22 **"the Early Years Contribution"** means the sum of Six hundred and thirty thousand seven hundred and ninety two pounds (£630,792) Index Linked towards the cost of provision of early years educational facilities within the Development or no further than Five (5) miles of the Site

2.1.23 **the Facilities and Boards"** means footpaths, combined footpaths and cycleways, signboards, viewing areas, picnic areas and interpretation boards in the approximate position shown on the Plan

2.1.24 **"Highway Works**" means the Highway Works Phase A and Highway Works Phase C

2.1.25 **"Highway Works Phase A"** means all works required as a result of the Development shown for the purpose of identification on the Highway Works Plan Phase A

2.1.26 **"Highway Works Phase C"** means all works required as a result of the Development shown for the purpose of identification on the Highway Works Plans Phase C

2.1.27 **"Highway Works Plan Phase A"** means the plan with reference Accesses to Area A - 22317-002-P4 appended in Appendix 5 of this Deed

2.1.28 "**Highway Works Plans Phase C**" means the drawing no 22317 029 P2 appended in Appendix 5 of this Deed

2.1.29 "**Homes England**" Homes England is the trading name of the Homes and Communities Agency established by Section 1of the Housing and Regeneration Act 2008 or such other body replacing it in function

2.1.30 "**Homes England Fundamental Clauses**" means clauses as defined by Homes England's Affordable Homes Capital Funding Guide produced by the Homes and Communities Agency and current at the date of this Deed (or such document as shall succeed or replace it)

2.1.31 **"Homes England Target Rent**" means the maximum weekly rent that may be charged by a Transferee for Social Rented Housing in Wiltshire as determined through the National Rent Regime

2.1.32 "**Index"** means the:

(a) All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors in relation to the Early Years Contribution unless otherwise stated in this Deed

(b) the ROCOS Index published by the Building Cost Information Service of RICS in relation to the Bus Contribution, Green Lane LCWIP Contribution

(c) All Items Index of Retail Prices issued by the Office for National Statistics in relation to any Contributions relevant to the Off-site Play Area Contribution (if applicable), Off-Site Open Space Contribution (if applicable), Sport Pitches Contribution and Waste and Recycling Contribution.

(d) Public Sector All-in Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors and in the event that such index shall have changed the Council shall select a reasonable alternative index in relation to the Noise Mitigation/Monitoring Contribution and the Public Arts Contribution

(e) The Consumer Price Index (CPI) in relation to the New Forrest Mitigation Contribution

(f) The United Kingdom (UK) House Price Index as it applies to the Wiltshire local authority area

and in the event that such indices shall have changed the Council shall select a reasonable alternative index

2.1.33 "**Index Linked**" means increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A = the figure for the Index that applied immediately preceding the date of actual payment and

B = the figure for the Index that applied when the Index was last published prior to the date of this Deed

2.1.34 "**Interest**" means interest at 4% per annum above the base above the base lending rate of the HSBC Bank Plc from time to time

2.1.35 "**Land Compensation Act**" in relation to clause 17 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Act on a date on or after

the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works

2.1.36 **"Landscape Plan"** means a landscape plan to be provided by the Owners for the laying out, construction, landscaping and maintenance of the Open Space and Play Areas including the documents listed in Schedule 4 of this Deed

2.1.37 "**Land Ownership Plan**" means the plan showing the Site edged red appended at Appendix 2 of this Deed

2.1.38 **"Green Lane LCWIP Contribution"** means the sum of five hundred thousand pounds (£500,000) Index Linked to be paid by the Developer to the Council in accordance with Part 3 of Schedule 1 of this Deed towards the Local Cycling and Walking Infrastructure Plan for Green Lane as set out in the Wiltshire Local and Cycling Infrastructure Plan Salisbury LCWIP 2024

2.1.39 "**Management Charge/Rent Charge**" means the perpetual yearly variable estate management charge to be imposed on each Residential Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with Part 1 of Schedule 1.

2.1.40 "**Management Company**" means the company to be established by the Owners (and registered at Companies House) the purpose of which will be (amongst other things) to manage and maintain the Open Space and/or Play Areas, the Facilities and Boards, the Signage and Interpretation Boards

2.1.41 "**Management Scheme**" means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space and Play Area, Signage and Interpretation Boards Guidance and the Facilities and Boards to the satisfaction of the Council which scheme shall include full details of the maintenance programme

2.1.42 **"Market Housing Units**" means the units constructed and identified as part of the Development as general housing for sale or rent on the open market within Area A and Area C and which are not Affordable Housing Units

2.1.43 "**Market Rent**" means the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, as defined in the International Valuation Standards (IVS) 104 Paragraph 40.1 of the Royal

Institution of Chartered Surveyors Red Book Global Standards 2021 or any subsequent document which amends or replaces it

2.1.44 "**Market Value**" means the market value as assessed by a Valuer of the Residential Unit and assessed in accordance with the RICS Valuation Standards (November 2021 or any such replacement guidance issued by RICS)

2.1.45 "**Monitoring Fee**" means a sum to be paid by the Owners to the Council to monitor compliance by the Owners of the planning obligations in this Deed which will amount to 1% of the total financial contributions under the terms of this Deed, but such payment will be up to £10,000 together with additional payments of £250 per-non financial obligations contained in this Deed to be paid by the Owners to the Council in accordance with clause 8.3.2 of this Deed

2.1.46 "**National Rent Regime**" means the rent policy set out for Social Rent within the Rent Standard Guidance as published by the Ministry of Housing Communities and Local Government and the Regulator of Social Housing in April 2020 and updated in December 2020 and any other guidance issued by the Regulator of Social Housing or its successors in relation to this document

2.1.47 " **NDSS**" means the Technical Housing Standards Nationally Described Space Standard published by the Department for Communities and Local Government in March 2015 and current at the Date of this Deed (or such document as shall succeed or replace it) as set out in Schedule 3

2.1.48 " **Nil Subsidy**" means without the input of any other grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund, the Private Finance Initiative or any other form of state aid or grant or subsidy

2.1.49 " **Nomination Rights**" the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 3

2.1.50 **"New Forest Mitigation Contribution"** the sum of Six thousand pounds (£6,000) Index Linked to be paid by the Owners to the Council in accordance with Part 3 Schedule 1 of this Deed to mitigate the impact of the Development on the New Forest

2.1.51 **"Noise Mitigation/Monitoring Contribution"** means the sum of forty thousand pounds (£40,000) Index Linked to be paid by the Owners to the Council in accordance with Part 3 of Schedule 1 of this Deed to review and approve the scheme and provide quarterly reports to monitor the noise at the Old Sarum Airfield

2.1.52 "**Occupation" and "Occupy"** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or for the purposes of security or sales or marketing and "Occupiers" and "Occupy" shall be construed accordingly

2.1.53 "**Off-Site Affordable Housing Contribution**" means the sum to be calculated in accordance with the Affordable Housing Methodology towards the cost of enabling the provision of Affordable Housing directly related to the Development

2.1.54 "**Off-Site Open Space Contribution**" mean in the event that the combined total area of the Open Space is less than 3162.60m2 then the shortfall shall be calculated at £34.87 per m2 and be paid as the Off-Site Open Space Contribution towards the upgrading or provision of Open Space either at a target site as agreed between the Owner and the Council on submission of the Reserved Matters Application or at the Council's discretion within the vicinity of the Development

2.1.55 "**Off-Site Play Area Contribution**" means in the event that the combined total area of the Play Areas is less than 2371.95m2 then the shortfall shall be calculated at £144 per m2 and be paid as the Off-Site Play Area Contribution, towards play space within the vicinity of the Site of which shall be agreed in writing between the Owner and the Council prior to submission of the Reserved Matters Application

2.1.56 **"Open Space"** means the open space (excluding Play Areas) in perpetuity within that part of the Site having an area measuring no less than 3162.60m2 in a location to be agreed in writing between the Owner and the Council prior to submission of the Reserved Matters Application

2.1.57 **"Party"** means any of the persons or bodies named on the first page whether or not they are a party to this Deed

2.1.58 **"Phase"** means a phase for construction of the Development as is comprised in a Reserved Matters Application and for the avoidance of doubt nothing herein prevents the Development from being carried out in a single Phase of the Development

2.1.59 **"Phase A"** means phase of construction of the Development in Area A as shown on the Phase Plan

2.1.60 **"Phase B"** means phase of construction of the Development in Area B as shown on the Phase Plan

2.1.61 **"Phase C"** means phase of construction of the Development in Area C as shown on the Phase Plan

2.1.62 **"Phase Plan"** means the plan with name "Parameter Plan – Land Use" with reference 9441-FM-XX—DR-A-021 A05" attached in Appendix 3

2.1.63 "**Planning Inspector"** means the inspector appointed by the Secretary of State to preside over the public inquiry in relation to the Appeal

2.1.64 "**Plan"** means the Facilities and Boards Plan Reference 9441 091 A01 attached at Appendix 4 of this Deed

2.1.65 "**Planning Permission"** means any planning permission issued by the Secretary of State in determining the Appeal

2.1.66 **"Play Areas"** means those parts of the Site having an area to accommodate children's play and made up of a LAP/LEAP/NEAP measuring a combined total of no less than 2371.95 m2 and which to be agreed in writing between the Owners and the Council prior to submission of the Reserved Matters Application

2.1.67 **"Play Area Certificate"** means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Highway Operations once he is satisfied that the Play Areas has been laid out in accordance with the approved Landscape Plan

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

2.1.69 **"Protected Tenant"** means any person who:

a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

c) has purchased from the Transferee all of the shares so that they own the entire Affordable Housing Unit

2.1.70 **"Public Arts Contribution"** means the sum of one hundred and forty-seven thousand nine hundred and thirty pounds (£147,930) Index Linked made by £300 per Residential Unit (£121,215) and £3 per square metre for the commercial areas (£26,715) within the Development to be paid to Wiltshire Council towards the delivery of integrating public art in the Development or the vicinity of the Development with no more than 10% of the Public Art Contribution to be used to support the development of an Arts

Scheme in accordance with the Art and Design in the Public Realm Guidance 2024

2.1.71 "**Qualifying Person**" means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase at Market Value or rent of a house in the area at Market Rent and who is considered by the Council to be a person whom it is proper to be allocated accommodation in an Affordable Housing Unit

2.1.72 "**Receiver**" means any receiver (including an administrative receiver) appointed by any 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

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

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

2.1.75 "**Remedial Notice**" means the notice or notices issued by Service Head – Highway Operations (if appropriate) requiring the Owner to carry out any works that he considers (at his absolute reasonable discretion) to be necessary for the Open Space and/or Play Area to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed

2.1.76 "**Reserved Matters Application**" means the Reserved matters application to be submitted for the Development pursuant to the Planning Permission

2.1.77 "**Residential Units**" means all residential units forming part of the Development.

2.1.78 "**Section 278 Agreement**" means an agreement pursuant to Section 278 of the 1980 Act authorising the carrying out of the Highway Works

2.1.79 "**Service Head – Highway Operations**" means the head of the service with responsibility for adoption of open spaces play areas and amenities or such replacement head of service as determined by the Council or his appointed representative for the time being of the Council

2.1.80 "**Shared Ownership Housing**" means the Affordable Housing to be managed by a Transferee and to be disposed of in accordance with the Allocations Policy to a Qualifying Person on a lease which includes Homes England's Fundamental Clauses

2.1.81 "**Shared Ownership Unit**" means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Shared Ownership Housing

2.1.82 "**Signage and Interpretation Boards Guidance**" means the guidance named "Wiltshire Walking and Cycling Wayfinding, Outline Strategy Report for Wiltshire Council", dated 14 February 2014 and "**Signage and Interpretation Boards"** will be construed accordingly

2.1.83 "**Site**" means the land against which this Deed may be enforced shown edged red on the Land Ownership Plan attached to this Deed

2.1.84 "**Sports Pitch Contribution"** means the sum of one hundred and forty-two thousand three hundred and seventeen pounds (£142,317) towards the development of a Full Size 3G Artificial Turf Pitch within or serving the South Wiltshire Community Area and/or for the provision of sports, pitch, or ancillary provision within the vicinity of the Site.

2.1.85 **"Standards"** means the size standards promoted by Homes England as at the time of the relevant reserved matters approval being at least 85% NDS

2.1.86 "**Subsidy**" means any grant funding from the Council Homes England the Transferee's Recycled Capital Grant Fund the Private Finance Initiative or other form of state aid or grant subsidy

2.1.87 "**Transferee**" means the Registered Provider the Council in its capacity as local housing authority (at the Council's absolute discretion) and/or a third party which meets the requirements of the Council to own and manage Affordable Housing Units such approval not to be unreasonably withheld or delayed

2.1.88 '"**Waste and Recycling Contribution"** means the sum of Thirty-one thousand eight hundred and fifteen pounds (£31,815.00) Index Linked towards the provision of waste and recycling equipment for the Residential Units

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

3 Interpretation and Construction of this Deed

3.1 Words importing the masculine include the feminine and neuter gender and vice versa.

3.2 Words importing the singular include the plural and vice versa.

3.3 Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner.

3.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually.

3.5 Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of **"the Owner"** are fulfilled as expeditiously as possible.

3.6 The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.

3.7 Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed.

3.8 In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion.

3.9 In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it.

3.10 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council.

3.11 Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done.

4 Statutory provisions

4.1 This Deed is made pursuant to the following:

Section 106 of the Act,

Section 111 of the Local Government Act 1972,

Section 93 Local Government Act 2003,

Section 1 Localism Act 2011,

and all other enabling powers,

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

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

4.3 It is acknowledged that the obligations contained in this Deed are:

4.3.1 necessary to make the Development acceptable in planning terms,

4.3.2 directly related to the Development, and

4.3.3 fairly and reasonably related in scale and kind to the Development,

4.3.4 in accordance with the requirements of Regulation 122 of the CIL Regulations.

5 Conditions, duration and enforcement

5.1 Conditions precedent

This Deed takes effect on

5.1.1 the grant of the Planning Permission, and

5.1.2 the Commencement of Development

save for the provisions of clauses 1, 2, 5, 5.3.1, 8, 9.3, 10, 14, 15, 16.1, and 18, paragraphs 1.1.1 of Part 1 of Schedule 1, paragraphs 6.4.1, 6.5.1, 6.8, 6.11, 6.13 and 6.14 of Part 3 of Schedule 1, and save in respect of any obligations in this Deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon the grant of Planning Permission in accordance with the Appeal

5.1.3 The Owner shall notify the Council of the Commencement of Development, the date of Occupation of the Development and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice

5.1.4 If the Owner has not provided the information referred to in clause 5.1.3 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to

charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

6 CIL Regulations

6.1 If in determining to allow the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation contained in this Deed:

6.1.1 is not a material planning consideration; or

6.1.2 can be given no or little weight in determining the Appeal; or

6.1.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations; or

6.1.4 can be replaced by a planning condition and such planning condition is imposed

then such planning obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed save as set out in the Decision Letter.

6.2 In the event that the Inspector or Secretary of State expressly identifies:

6.2.1 that a sum lesser than any individual contribution payable pursuant to this Deed is payable and states this explicitly in the Decision Letter then that lesser figure shall be substituted for the relevant figure in this Deed; or

6.2.2 that any contribution payable pursuant to this Deed is not payable and states this explicitly in the Decision Letter then that contribution and any reference to it shall be removed from this Deed

6.3 Duration

6.3.1 It is intended that the obligations herein shall cease to be enforceable save in so far only as they have not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

6.3.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after parting with his entire interest in the Site or his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

6.4 Other development

Nothing in this Deed is intended to prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.5 Non-enforcement

The obligations herein are not given in respect of and are not intended to be enforced against:

6.5.1 owner-occupiers or tenants of Residential Units constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees.

6.5.2 any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

6.5.3 a mortgagee of any of the Site unless and until and whilst such mortgagee is a mortgagee in possession of the Site but save as may otherwise be provided for herein persons obtaining title to the Site from or under such mortgagee shall then be bound by the obligations in this DEED until they shall dispose of all their interest in the Site.

7 The Owner's Covenants

The Owner covenants with the Council to observe and perform the obligations set out in this Deed and in Schedule 1, Schedule 2 and Schedule 3

8 The Council's Covenants

The Council covenants with the Owner to observe and perform the obligations set out in this Deed and in Schedule 4.

9 Provisions of immediate effect

9.1 Nothing in this Deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.2 The First Owner the Second Owner and the Third Owner undertake to the Council to give the Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to contain 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 or unit of occupation purchased by reference to a plan.

9.3 The Owner shall pay to the Council:

9.3.1 Its administration fee in the amount of three hundred pounds (£300) and its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed and in relation to any transaction arising therefrom upon completion of the same

9.3.2 The Monitoring fee on submission of the Reserved Matters' Application

10 General

The parties agree that:

10.1 Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

10.2 Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

10.3 If before Commencement of Development the Planning Permission:

10.3.1 expires within the meaning of Sections 91 92 or 93 of the Act; or

10.3.2 is revoked, quashed or modified without the consent of the Developer;

10.3.3 this Deed shall cease to have effect

10.4 Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate

10.5 Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations

11 Notices

11.1 Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent recorded delivery or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the

case of the Council shall be addressed to the Head of Legal Services and quote reference [Iken 201187] and copied to the Section 106 and Community Infrastructure Levy Officer

12 Local land charge

12.1 This Deed shall be registerable as a local land charge.

12.2 If required by the Council the Owner / the Developer shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry

13 Waiver

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

14 Change in Ownership

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

15 Jurisdiction and legal effect

15.1 This Deed shall be governed by and interpreted in accordance with the laws of England and Wales.

15.2 In so far as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

15.3 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the undertakings terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

15.4 The provisions of this Deed (other than this clause 8.4 which shall be effective in any event) shall be of no effect until this Deed has been dated by the Owners

16 Index, interest and VAT

16.1 Each of the sums or instalments to be paid to the Council under the Schedule shall be Index Linked from the date of this Deed to the date of payment.

16.2 If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment and for the avoidance of doubt a payment to be made before any event shall be deemed due the day before the event.

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

16.4 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

17 Bond

17.1 Any sum to be paid following completion of this Deed and in relation to the Early Years Contribution in accordance with Part 3 of Schedule 1 of this Deed shall be secured by a bond or bonds in favour of the Council in the form required by the Council and entered into and completed by the Owner a copy of which having been sent to and received by the Council prior to the Commencement of Development but PROVIDED THAT on receipt of a reasonable request from the Owner so to do the Council will without delay notify the bondsman in writing as and when any of the Planning Obligations herein contained are performed in full or in part and agree respectively the release of or specify a reasonable reduction in the amount of the relevant bond(s)

18 Indemnity

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

18.1.1 Compensation (including any claim arising under the Land Compensation Act)

18.1.2 Damages

18.1.3 Costs

18.1.4 Charges

18.1.5 any other payment

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

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

19 Delivery

19.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated. 27th March 2025

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

SCHEDULE 1

The Owner enters into the following obligations in respect of the Site

PART 1: OPEN SPACE PLAY AREAS AND PUBLIC FACILITIES

1 Open Space and Play Areas

1.1 The Owner shall:-

1.1.1 Submit to the Service Head - Highways Operations for approval in writing prior to the Commencement of Development the Landscape Plan including the Management Scheme and not Commence Development until the Landscape Plan including the Management Scheme has been approved in writing by the Service Head – Highways Operations (such approval not to be unreasonably withheld) and thereafter shall lay out the Open Space and Play Area in accordance with the approved Landscape Plan

1.1.2 Notify the Council in writing within seven (7) Working Days of completion of the laying out of the Open Space and/or Play Area in each Phase of the details of their designated contact for queries regarding the Open Space and Play Area and request an inspection by the Service Head – Highways Operations

1.2 Not allow more than 70% of the Residential Units in each Phase to be Occupied until:

(a) the Open Space Practical Completion Certificate and Play Area Practical Completion Certificate in respect of that Phase has been issued;

Insert to Owners

* This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one Deed. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

(b) the Play Areas are designed provided laid out and equipped in accordance with the Landscape Plan; and

(c) the Open Space and the Play Area have been made available for public use;

(d) the Owner has erected a prominent sign on the Open Space indicating who is responsible for maintaining the Open Space and the Play Area such sign to be kept in a good and legible condition at all times

1.3 After the construction and laying out of the Open Space and as soon as the planting season permits to plant in the Open Space plants and trees in accordance with the approved Landscape Plan

1.4 Not adjust the actual area of Open Space and the Play Areas so as to include and/or exclude land that abuts the boundary of the curtilages of individual Residential Units or adopted or adoptable highway UNLESS such adjustment has been agreed in writing with the Service Head – Highway Operations

1.5 Not to use or allow the Open Space and/or Play Areas to be used for any other purpose other than as Open Space and/or Play Areas for the use by and for the enjoyment of the public in perpetuity

1.6 Pay the Council's costs in taking any action to remedy the failure to comply with the Remedial Notice within 21 Working Days of the Service Head – Highways Operation serving notice of the amount due.

1.7 To insure and maintain or procure the maintenance of the Open Space and Play Area in accordance with the approved Management Scheme to the satisfaction of the Service Head – Highways Operations until completion of its transfer to the Management Company and to comply with any Remedial Notice issued by the Head – of Waste and Environmental Operational and Culture Change within 28 Working Days

1.8 Not to allow more than 90% of the Residential Units in any Phase to be Occupied until the Open Space and/or Play Areas in that Phase has been transferred to the Management Company in accordance with the provisions of Part 1 of this Schedule and the Open Space and/or Play Areas shall thereafter be maintained in accordance with the approved Management Scheme (unless otherwise agreed in writing by the Council).

1.9 To enter into negotiations with the Registered Provider or Transferee and agree a reasonable figure for Management Charge to be levied on occupants of the Affordable Housing Units

2 Management Company Provisions

2.1 Not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owners has at its own expense:

2.1.1 Set up and registered the Management Company as a private limited company incorporated and registered in England at Companies House

2.1.2 Ensured that the Management Company has at least two named persons as Directors and one Company Secretary that are eligible to be appointed and (if required) removed and replaced by the Members of the Management Company

2.1.3 Procured that the Management Company appoints a named manager ("the MC Manager") responsible for liaising with the Council and owners and occupiers of the Residential Units

2.1.4 Procured through the Management Company documentation (as set out in paragraph 3 below) that the Management Company will hold at least one (1) members meeting per year

2.1.5 Procured that the Management Company will be responsible for the upkeep and on- going maintenance of Open Space/Play Areas in accordance with the approved Landscape Plan and the obligations under this Deed

3 Management Company Documents

3.1 Not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owners have provided the Council with the following information and documents relating to the Management Company:

3.1.1 A copy of the company Certificate of Incorporation and Articles of Memorandum

3.1.2 A copy of its Rules (including the holding of at least one (1) public meeting per year and the giving of a minimum of seven (7) days written notice of each meeting to the Council and all Company Members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and regulations and operational manuals

3.1.3 Any other relevant documentation relating to the Open Space and/or Play Areas

3.1.4 Details of the names and addresses of all Directors, Members and the Company Secretary

3.1.5 Full and sufficient details of the financial resources available to the Management Company including evidence that there are adequate

resources in place to undertake the maintenance of the Open Space in perpetuity in accordance with the Management Scheme

4 Operation of the Management Company

4.1 The Owners hereby covenants to:

4.1.1 Ensure that upon the transfer of any Residential Unit that all freehold and registrable leasehold owners of the Residential Units become members of the Management Company and eligible to vote at any Annual General and Special Company Meetings

4.1.2 Ensure that the Registered Provider becomes a member of the Management Company

4.1.3 The MC Manager will ensure that their contact details including his name address and telephone number are regularly updated and distributed to the owners and occupiers of all of the Residential Units

4.1.4 Ensure that the Management Charge/Rent Charge is secured on the first transfer or disposal of any Residential Units and that covenants are contained on the transfer to procure that on any subsequent transfer or disposal the Rent Charge is secured in favour of the Management Company

PART 2

5 Landscape Plan

5.1 Owners' landscape proposals document;

5.1.1 Wiltshire Council's Standard Specification for adoption of Open Space;

5.1.2 Plans; and

5.1.3 Wiltshire Council's play equipment specification in accordance with the National Playing Fields Association's standards and European Standards BS EN 1176 and BS EN 1177;

5.2 Footpaths, combined footpaths and cycleways, Facilities and Boards

5.2.1 The Owner shall construct or cause the Facilities and Boards to be constructed within each Phase in accordance with details to be submitted to and approved in writing by the Local Planning Authority as approvals of reserved matters and in accordance with pre-commencement conditions for each Phase ("the Reserved Matters Application") PROVIDED that if any proposed works are to take place on adopted highway land any such works

shall not commence until approved by the Council as highway authority and the works shall be carried out in accordance with such approval

5.2.2 The locations and routes of the Facilities and Boards the subject of any Reserved Matters Application shall be generally as shown on the Plan and in accordance with the key on the Plan

5.2.3 The Facilities and Boards shall be constructed in accordance with the approved details within 6 months of the Occupation of the 50th percentile Dwelling within Phases A and Phase C or before of first use of the restaurant or other commercial facilities open to the public within Phase B .and not Occupy, allow or cause the Occupation the 50th percentile Dwelling within Phase A and Phase C or not to use or allow or cause the use of the restaurant or other commercial facilities within Phase B before the completed the Facilities and Boards to the Council's approval.

5.2.4 The Owner shall maintain or cause to be maintained the Facilities and Boards in accordance with the Management Scheme for the lifetime of the Development and not to exceed 200 years from the date hereof or until redevelopment of the same, whichever is the earlier.

PART 3: CONTRIBUTIONS

Waste and Recycling Contribution, Noise Mitigation/Monitoring Contribution, Early Years Contribution, Sport Pitch Contribution, Bus Contribution, Section 278 New Forest Mitigation Contribution, Public Arts Contribution, Off-Site Play Areas Contribution and Off-Site Open Space Contribution

The Owner covenants with the Council to pay the Contributions in the following instalments:-

6 Waste and Recycling Contribution

6.1 To pay to the Council the Waste and Recycling Contribution as follows:

6.1.1 Prior to Commencement of Development to pay to the Council 50% and not to Commence Development until 50 % of the Waste and Recycling Contribution has been paid to the Council

6.1.2 To pay to the Council the remaining 50% of the Waste and Recycling Contribution prior to first Occupation of Residential Units and not to Occupy the Residential Units before of the Waste and Recycling Contribution has been paid in full.

6.2 The Owner covenants with the Council that

6.2.1 Prior to Commencement of Development of any Phase to provide details of the designated contacts for liaison regarding the waste and recycling for the land on which the Residential Units are to be located and to provide updates of the designated contacts following any change of personnel

6.2.2 The Owner hereby undertakes and agrees with the Council that the Indemnity provisions in Clause 15 of this Deed shall be applicable to any claim or claims made against the Council and such claim arising in connection with or incidental to or in consequence of the Council carrying out its duties of waste and recycling during the course of the Development on the Land and the Owner will hold the Council fully indemnified from and against each and every said claim

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

7 Noise Mitigation/Monitoring Contribution

7.1 The Owner covenants with the Council to

7.1.1 pay to the Council the initial sum of £10,000 of the Noise Mitigation/Monitoring Contribution on Commencement of Development and not to Commence the Development before the initial sum of £10,000 of the Noise Mitigation/Monitoring Contribution has been paid in full

7.1.2 pay to the Council the remaining sum of £30,000 of the Noise Mitigation/Monitoring Contribution before Occupation of the Development and not to Occupy the Development before the remaining sum of £30,000 of the Noise Mitigation/Monitoring Contribution has been paid in full.

8 Early Years Contribution

8.1 Prior to Commencement of Development in either Phase A or Phase C to pay 50% of the Early Years Contribution and not to permit or allow the Commencement of Development until 50% of the Early Years Contribution has been paid to the Council

8.2 Prior to Occupation of the Development in either Phase A or Phase C to pay the remaining 50% of the Early Years Contribution and not permit or allow the Occupation of the Development until the remaining 50% of the Early Years Contribution has been paid to the Council.

8.3 The Owner further covenants with the Council to enter into a Bond for the remaining 50% of the Early Years Contribution as stipulated in clause 17 of this Deed.

9 Sports Pitch Contribution

9.1 Prior to the Commencement of Development in either Phase A or Phase C to pay the Council 50% of the Sports Pitch Contribution and not to permit or allow the Commencement of Development until 50% of the Sports Pitch Contribution has been paid to the Council.

9.2 Prior to Occupation of Development to pay the Council 50% of the Sports Pitch Contribution and not to permit or allow the Occupation of Development until 50% of the Sports Pitch Contribution has been paid to the Council.

10 Bus Contribution

10.1 To pay the Bus Contribution to the Council prior to the Occupation of any Residential Unit and not to Occupy allow or permit Occupation of any Residential Unit until the Bus Contribution has been paid

11 New Forest Mitigation Contribution

11.1 Prior to Commencement of Development in Phase A or Phase C to pay to the Council the New Forest Mitigation Contribution and not to permit or allow Commencement of Development before the New Forest Mitigation Contribution has been paid in full

12 Public Arts Contribution

12.1 Prior to Commencement of Development to pay to the Council the Public Art Funding Contribution and not to permit or allow Commencement of Development until the Public Art Funding Contribution has been paid to and such payment is acknowledged in writing by the Council.

13 Off-Site Play Areas Contribution and Off-Site Open Space Contribution

13.1 Prior to Commencement of the Development to pay to the Council the Off-Site Play Areas Contribution (if applicable) and/or the Off-Site Open Space Contribution (if applicable) and not to Commence or allow or permit Commencement of the Development before the Off-Site Play Areas Contribution (if applicable) and/or the Off-Site Open Space Contribution (if applicable) have been paid in full.

14 Green Lane LCWIP Contribution

14.1 Prior to Commencement of the Development to pay to the Council the Green Lane LCWIP Contribution and not to Commence or allow or permit Commencement of the Development before the Green Land LCWIP Contribution has been paid in full.

SCHEDULE 2

HIGHWAY WORKS

The Owners covenant

1 Prior to the Commencement of the Development of Area A or C to notify in writing the Head of Service – Highway Operations of their intention to enter into a s278 Agreement for the Highway Works and not to Commence Development before such notification has been submitted to the Head of Service – Highway Operations.

2 Prior to Practical Completion of 10 Residential Units within Area A or C to enter into the S278 Agreement and not allow the Practical Completion of more than 10 Residential Units in either Area A or Area C until the S278 Agreement has been completed.

3 Subject to paragraph 4 below, to carry out and complete the Highway Works at their own expense in accordance with the s278 Agreement and

3.1 To complete the Highway Works Phase A before Occupation of the Development in Phase A and not to Occupy, allow or permit Occupation of the Development of Phase A until the Highway Works Phase A have been carried out and completed in accordance with the S278 Agreement and/or

3.2 To complete the Highway Works Phase C before the Occupation of the Development in Phase C and not to Occupy, allow or permit Occupation of the Development of Phase C until the Highway Works Phase C have been carried out and completed in accordance with the S278 Agreement.

PROVIDED THAT the Development is carried out in accordance with the Phased Plan.

4 If the Development is carried out in a single Phase, the Owners undertake to carry out and complete the Highway Works at their own expense and in accordance with the S278 Agreement before Occupation of the Development and not to Occupy, allow or permit Occupation of the Development until the Highway Works have been carried out and completed in accordance with the S278 Agreement.

SCHEDULE 3

AFFORDABLE HOUSING

The Owner covenants with the Council that it shall:

Part 1 General

1 provide the Affordable Housing Units in accordance with the Affordable Housing Plan and the Affordable Housing Mix unless otherwise agreed in writing with the Council;

2 not submit any Reserved Matters Application without simultaneously submitting the Affordable Housing Plan and details of the Affordable Housing Mix to the Council (a copy of which shall be provided at the same time by the Owner to the Head of Housing) for the Affordable Housing Units contained within the relevant Reserved Matters Application and not to Commence Development of any such area until the Affordable Housing Plan and the Affordable Housing Mix relating to that area have been approved by the Council;

3 provide:

3.1 at least 25% (or whatever rate the Inspector finds suitable) of the Residential Units as Affordable Housing at Nil Subsidy

3.2 60% of the Affordable Housing Units shall be Affordable Rented Units and 40% shall be Shared Ownership Units unless otherwise agreed in writing with the Council;

3.3 Design of Affordable Housing Units

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

3.4 Affordable Housing Contract

3.4.1 not Commence the Development within Phase A or Phase C until the Owners and the Transferee have entered into the Affordable Housing Contract relating to such Phase unless otherwise agreed in writing with the Council and to provide to the Council on demand documentary evidence of the existence of the Affordable Housing Contract;

3.5 Transfer of Affordable Housing Units to Transferee

3.5.1 transfer the completed Affordable Housing Units to the Transferee for the Affordable Housing Consideration and such transfer shall include a restriction that in the event that any of the Affordable Housing Units are sold the proceeds of sale shall be recycled into the provision of further Affordable Housing Units in Wiltshire

3.5.2 not Occupy more than 50% of the Market Housing Units in each Phase (if relevant)] until the Affordable Housing Units within that Phase have been completed in accordance with the Planning Permission and made available for Occupation and transferred to the Transferee in accordance with paragraph 6 of this Schedule 3 and to provide to the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units;

4 Affordable Housing Transfer Terms

4.1 ensure that each transfer of an Affordable Housing Unit shall:

5

5.1 be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 years;

5.2 provide, without additional cost to the Transferee, vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected to highways and sewers that serve the area;

6 Allocations Policy/Nominations Rights

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

7 Homes England's Target Rent

7.1 . ensure that the:

7.1.1 . equity share of the Shared Ownership Units which is retained by the Transferee is only let at a rent that is no more than 2.75% per annum of the value of the share retained by the Transferee or in line with Homes England guidelines applicable at the time of sale of the Shared Ownership Units;

7.1.2 Affordable Rented Units are let at a rent of no more than 80% of local Market Rent (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or such other amount as prescribed by Homes England);

8 Distribution and Design of Affordable Housing Units

8.1 not Commence the Development until the Owner has agreed with the Council the distribution of the Affordable Housing Units across the Development

8.2 ensure that the Affordable Housing Units are materially indistinguishable (in terms of outlook design and appearance) from the Market Housing Units of similar size and shall ensure that the Affordable Housing Units are integrated with the Market Housing Units in Clusters of no more than fifteen (15) Affordable Housing Units

9 Use of Affordable Housing Units

9.1 ensure that the Affordable Housing Units are at all times owned and managed by the Transferee and used and Occupied in accordance with paragraph [3] of this Schedule 3 (Affordable Housing Mix) as:

9.2 . Affordable Rented Units let by way of tenancy agreements in line with the Regulator of Social Housing's regulatory standards or such other form of tenancy agreement as shall be agreed in writing with the Council; and

9.3 Shared Ownership Units which are owned and occupied in accordance with a lease that includes Homes England's Fundamental Clauses;

or such other tenancy agreement or shared ownership lease as shall be agreed in writing with the Council and for the avoidance of doubt the operation of this paragraph does not prevent staircasing to 100%;

9.4 subject to the provisions of paragraphs 16 of this Schedule 3 not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing;

10 Qualifying Persons

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

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

10.3 has a local connection as set out in the Allocations Policy

11 Mortgagee Provisions – rented and shared ownership

11.1 The Affordable Housing provisions of this Deed and the Nomination Rights contained in Part 2 of this Schedule 3 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

11.2 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable Housing Units to another Transferee for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

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

11.4 The Affordable Housing provisions contained and the Nomination Rights contained in Part 2 of Schedule 3 shall not be binding on or enforceable against any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges

PROVIDED THAT :

11.5

11.5.1 If the Owners have actively sought providers for the transfer of the Affordable Housing Units for a period of no less than six months but have failed to identify a Registered Provider willing to accept a transfer so the Owners are unable to comply with the obligations at Paragraphs 5. 6 and 7 of this Schedule then the Owners may apply in writing to the Council referring to the provisions of this paragraph 18 requesting the Council to consider receipt of the Off-site Affordable Housing Contribution in lieu of provision of the Affordable Housing Units. And

11.5.2 If evidenced in writing by the Owners to the satisfaction of the Council that the Affordable Housing Units cannot be delivered because no Transferee is willing to enter into a contract to take transfer of those units and the Owners have not been able to find a Transferee through Homes England's s106 Affordable Housing Clearing Service (if in operation),

the Owner shall pay the Off-site Affordable Housing Contribution to the Council prior to Commencement of the Development within Phase A or Phase C and the Owner shall not Commence or cause or permit Commencement of the Development within Phase A or Phase C until the Off-site Affordable Housing Contribution has been paid to the Council and on receipt of such Off-site Affordable Housing Contribution as

aforesaid the Parties agree that the requirements of this Schedule should be no longer of further effect.

Part 2 Nomination Rights

1 Pursuant to paragraph 9 of Schedule 1, as between the Transferee and the Council the following provisions **shall** govern the nominations/allocations of Occupation of the Affordable Housing Units in line with the Allocations Policy and the nominations procedures for each type of tenure;

2 The Transferee shall notify the Council in writing from time to time of any Affordable Housing Unit that shall be vacant and available for Occupation;

3 The Transferee will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons;

4 The Council and the Transferee shall have the following nomination rights in respect of the Affordable Housing Units:

5 Nominations

The initial allocation of each Residential Unit: the Council 100%

Thereafter: the Council 75%

the Transferee 25

PART 3: NDSS and 85% NDSS

Number of bedrooms	Number of bed spaces	NDSS			Minimum 85% NDSS		
		1 storey (sqm)	2 storey (sqm)	3 storey (sqm)	1 storey (sqm)	2 storey (sqm)	3 storey (sqm)
Studio	1p	39 (37)*			34 (32)*		
1b	2p	50	58		43(F)	50	
2b	3p	61	70		52	60	
	4p	70	79		60(B)	68(H)	
3b	4p	74	84	90	63	72	77
	5p	86	93	99	74	80	85
	6p	95	102	108	81	87	92
4b	5p	90	97	103	77	83	88

	6p	99	106	112	85	91	96
	7p	108	115	121	92	98	103
	8p	117	124	130	100	106	111
5b	6p	103	110	116	88	94	99
	7p	112	119	125	96	102	107
	8p	121	128	134	103	109	114
6b	7p	116	123	129	99	105	110
	8p	125	132	138	107	113	118

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

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

Covenants by the Council

The Council covenants with the Owner:

1 Contributions

1.1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid

1.2 To pay to the paying party such amount of any payment (together with any interest accrued) made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner to do so or in the case of proportional payments the date of receipt of the last proportion of the payment on receipt of a written request from the Owners to do so

2 Open Space/Play Areas

2.1 The Council shall in regard to the Open Space and/or the Play Areas covenants to:

2.2 Inspect the Open Space and/or the Play Areas within each Phase (where applicable) within a reasonable period of having received notification from the Owner under Part 1 of Schedule 1 of this Deed or in the event that no such notification has been received at the Council's discretion to determine whether to issue the Open Space Practical Completion Certificate and/or the Play Area Certificate relating to such Phase

2.3 If appropriate following an inspection referred to under paragraph 1 above either:-

2.3.1 issue the Open Space Practical Completion Certificate and/or the Play Area Certificate (as the case may be) or

2.3.2 issue a Remedial Notice

2.4 Inspect the Open Space and/or the Play Area in the event that a Remedial Notice is issued within reasonable period of having received notification from the Owner that the works specified in the Remedial Notice have been complied with.

2.5 If a Remedial Notice is issued then the timetable for issuing the Open Space Practical Completion Certificate and/or the Play Area Certificate under this Deed shall be deemed amended accordingly in order for compliance of the Remedial Notice to be achieved and further inspections are to be carried out by the Council as appropriate

2.6 In the event that a Remedial Notice is not complied with within a reasonable period agreed with the Council then the Open Space Practical Completion Certificate and/or the Play Area Certificate(s) shall not be issued until the Remedial Notice has been complied with to the reasonable satisfaction of the Council

2.7 The Owner shall maintain or cause to be maintained the Facilities and Boards in accordance with the Management Scheme for the lifetime of the Development and not to exceed 200 years from the date hereof or until redevelopment of the same, whichever is the earlier.

3 Council's undertakings in relation to the Public Art Funding Contribution

3.1 The Council will use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are paid. The Art Scheme developed and managed by Wiltshire Council will be delivered in accordance with the Art and Design in the Public Realm – 2024 Guidance (adopted May 2024) and shall

3.2 take account of best practice guidance given by the Arts Council England or other relevant public body, and

3.3 have the aim of providing public art of a high standard and quality in the provision and enhancement of buildings and open spaces and which results in an attractive bespoke and sensory environment which positively contributes to the richness of the Development and fosters a sense of place within which the Site is located

Appendix 1

Affordable Housing Methodology

Commuted Sum / Off-Site Affordable Housing Contribution - Methodology (using UK HPI data - December 2023)

1. NOTE: Index linking - Commuted Sums calculated using this methodology should be index linked to the UK House Price Index (as it relates to the administrative area of Wiltshire) prior to payment, using base date December 2023.

COMMUTED SUM / OFF-SITE AH CONTRIBUTION

Methodology (see Note 1)

Stage 1: Calculate the total open market value for the site, using the following average open market values (see Note 2):

1 bedroom:	£ 134,374
2 bedrooms:	£ 193,842
3 bedrooms:	£ 267,649
4 bedrooms:	£ 381,610

Stage 2: Multiply by 23% to represent the residual land value percentage (see Note 3).

Stage 3: Add 15% to reflect site acquisition and servicing costs.

Stage 4: Apply the relevant Affordable Housing contribution (30% or 40% depending on location).

Example Calculation

For example, the commuted sum for a site in a 40% AH zone with 2 x 1 bed houses, 2 x 2 bed houses and 3 x 3 bed houses would be calculated as follows:

Total open market value for the site (based on average values):
(£134,374 x 2) + (£193,842 x 2) + (£267,649 x 3) = £1,459,379

Multiply by 23% = 0.23 x £1,459,379

= £335,657.17

Add 15% = £335,657.17 + (0.15 x £335,657.17)

= £386,005.75

Multiply by 40% = 0.4 x £386,005.75

= £154,402.30

The commuted sum / off-site Affordable Housing Contribution required would therefore be £154,402.30

Note 1:
The methodology used to calculate off-site financial contributions is in line with the recommended approach in the Adams Integra Affordable Housing Viability Assessment 2011 and established practice.

***Note 2**:*
The average values used in calculations are based on the combined values for rural and urban areas at the lower quartile values for Wiltshire as at February 2011, as set out in the Strategic Housing Market Assessment 2011 as follows:

1 bedroom	*£87,194*
2 bedrooms	*£125,782*
3 bedrooms	*£173,675*
4 bedrooms	*£247,623*

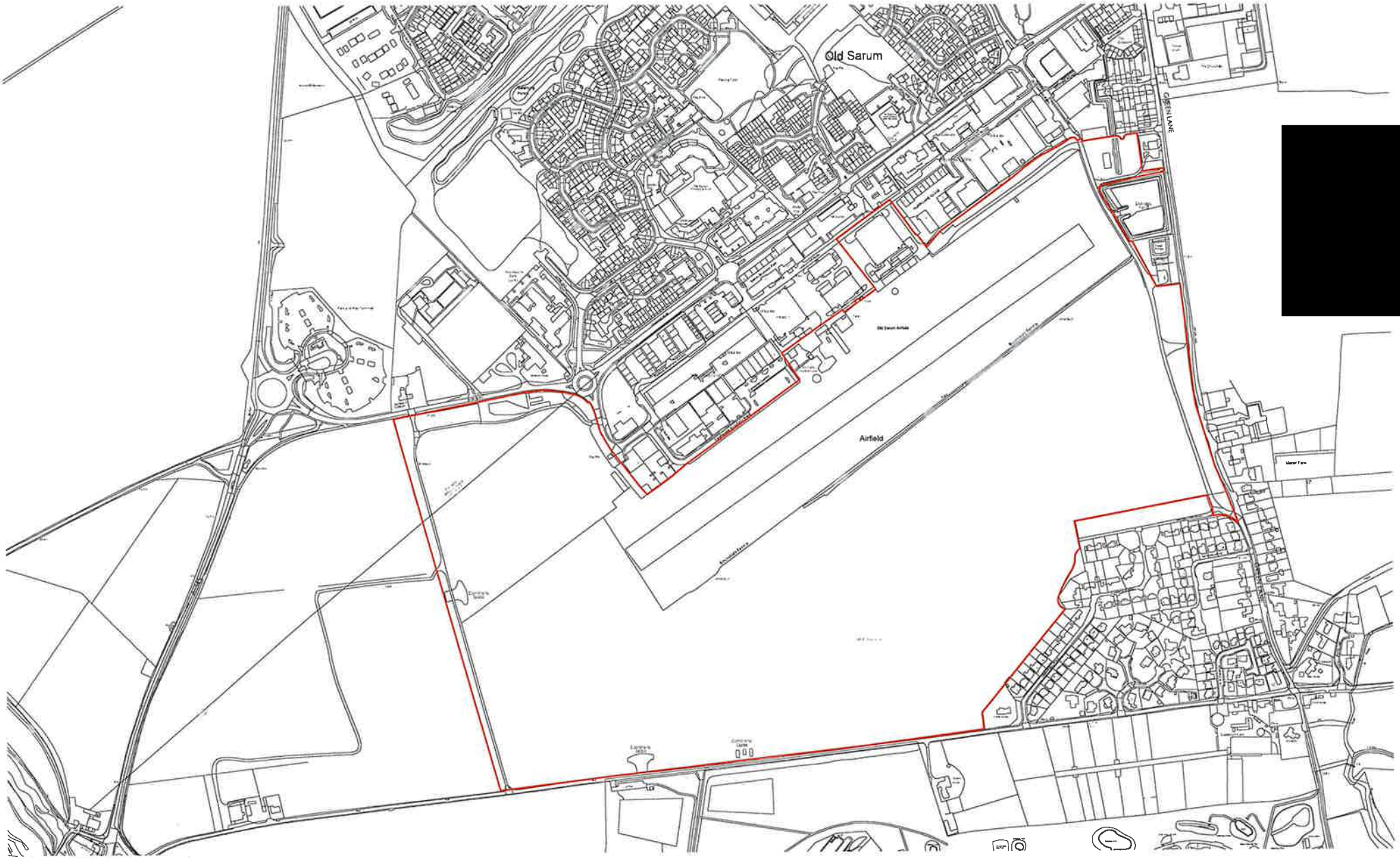
These average values are regularly adjusted in line with the UK House Price Index and the current values are shown in the methodology on the previous page. It is acknowledged that there may be differences in average open market values across Wiltshire. In the event that there is any dispute over an average value, the developer may submit an independent valuation to Wiltshire Council, and the contribution will be re-calculated based on that evidence.

Note 3:
This is to reflect the reduced value of land due to the affordable housing requirement, and follows recommendations from the Adams Integra Affordable Housing Viability Assessment.
Adams Integra WC Affordable Housing Viability Assessment Feb 2012

Average House Prices updated 14/03/24 (to December 20

Appendix 2

Land Ownership Plan



1:2500 0 50 100 200 m

N

Rev	Date	Drn	Revision Description
A00	11/10/2024	DD	Draft Issue

NOTES

Legend: Site boundary

Feilden+Mawson

21-27 Lambs Conduit Street London WC1N 3AL
1 Ferry Road Norwich NR1 1SU
50 St Andrews Street Cambridge CB2 3AH
email: info@feilden-mawson.com

Tel 020 7541 1800
Tel 01603 629111
Tel 01223 355517
www.feilden-mawson.com

DRAWING
Site Ownership Plan

Client: Old Sarum Airfield Ltd

JOB: Old Sarum Airfield, Old Sarum, Salisbury

RIBA Stage 2

SD

Drawing Number: 9441- FM- XX- XX- DR- A- 090- A00

DO NOT SCALE FROM THIS DRAWING ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

Appendix 3

Parameter Plan – Land Use

A	[illegible]
B	[illegible]
C	[illegible]
L	Open Space and Perimeter Trace [illegible]
W	[illegible]



[redacted]

1:2500

0 50 100 200 m

N

Legend

- Not Residential Development Area 12.18 ha
- Key Access Points
- Existing Vegetation
- New Vegetation
- Open Spaces Recreational Play space
- Existing Road
- Flying field
- Mixture of employment, commercial/leisure and aviation use
- Flying strip and parachute landing zone
- Butterfly and Skylark Meadow Mitigation zone
- Existing aviation uses (No change of uses applied for).
- Airfield perimeter fence

Feilden+Mawson

Parameter Plan- Land Use

CLIENT Old Sarum Airfield Ltd

JOB Old Sarum Airfield, Old Sarum, Salisbury

RIBA Stage 2

SD

9441- FM- XX- XX- DR- A- 021- A05

DO NOT SCALE FROM THIS DRAWING ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

Appendix 4

Facilities and Boards Plan



[redacted]

1:2500

0 50 100 200 m

LEGEND

- Combined Footpaths/Cycleways
- Footpaths
- Restricted Byway LAF017
- Stopping Points, Viewpoints and Picnic Areas

NOTES

Feilden+Mawson

DRAWING
S106 Footpath Plan

CLIENT Old Sarum Airfield Ltd

Old Sarum Airfield, Old Sarum, Salisbury

RIBA Stage 2

SD

9441- FM- XX- XX- DR- A- 091- A01

DO NOT SCALE FROM THIS DRAWING ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

Appendix 5

Highway Plans Phases A and C



KEY

- Site Boundary
- Highway Boundary
- Visibility Splay (2.4m x 114m)
- Visibility Splay (2.4m x 105m)
- Proposed Carriageway
- Existing Carriageway
- Footway
- Shared Footway / Cycleway
- Tactile Paving
- Bollards

[redacted]

Rev	Date	Description	By	Apvd
P4	14.03.24	Minor Amendments	VK	MD
P3	28.03.24	Amendments to Accesses	VK	MD
P2	24.06.23	Addition of Rt H & Hill	VK	MD
P1	03.01.23	Preliminary issue	VK	MD

PROJECT:
OLD SARUM AIRFIELD, SALISBURY

TITLE:
ACCESSES TO AREA A

CLIENT:
OLD SARUM AIRFIELD LTD

SCALE@A1:
Please see the drawing

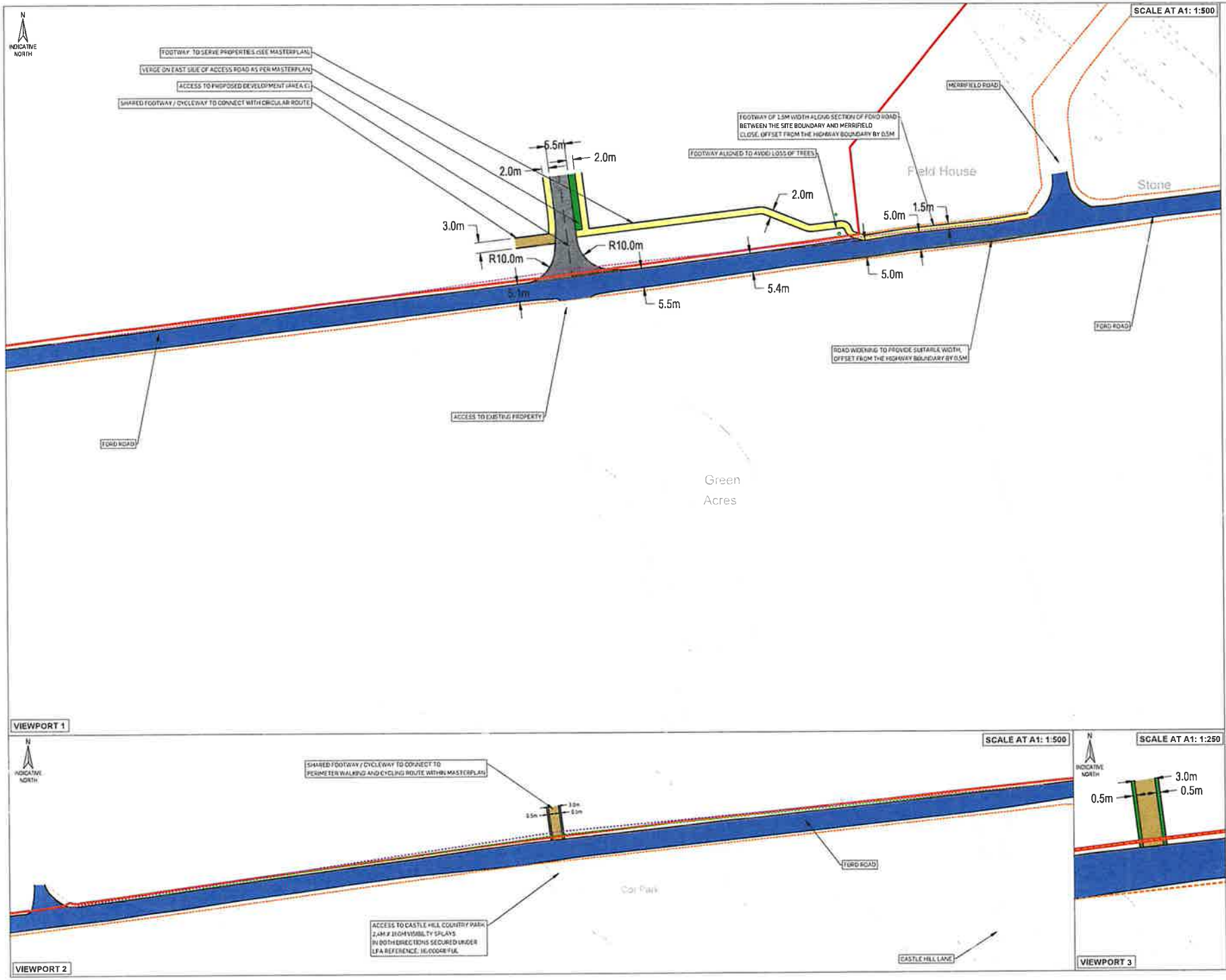
PROJECT REF:
22317

DRAWING No: 002

REV: P4

Revision Referencing
P = Preliminary A = Approval T = Tender C = Construction

Jubb



KEY

- Site Boundary
- Highway Boundary
- Vehicular Visibility Splays
  - To the West / Right (2.4m x 154m)
  - To the East / Left (2.4m x 141m)
- Pedestrian Visibility Splays
  - To the West / Right (1.5m x 154m)
  - To the East / Left (1.5m x 144m)
- Cyclist Visibility Splays
  - To the West / Right (2.4m x 154m)
  - To the East / Left (2.4m x 144m)
- Proposed Carriageway
- Existing Carriageway
- Proposed Footway
- Proposed Shared Footway / Cycleway
- Proposed Verge / Buffer Strip
- Existing Tree Stem

[redacted]

Rev	Date	Description	By	Appd
P2	05.03.25	Amendment	BB	VG
P1	23.02.25	Preliminary issue	BB	VG

PROJECT:
OLD SARUM AIRFIELD, SALISBURY

TITLE:
AREA C ACCESS STRATEGY
PROPOSED SECTION 278 WORKS

CLIENT:
OLD SARUM AIRFIELD LTD

SCALE@A1:
INDIVIDUAL

PROJECT REF:
22317

DRAWING No:
029

REV:
P2

Revision Referencing
P = Preliminary A = Approval T = Tender C = Construction

Jubb

IN WITNESS of which the Council the First Owner the Second Owner and the Third Owner have executed this Deed as a deed and delivered it the day and year first before written.

The COMMON SEAL of)
WILTSHIRE COUNCIL was)
Hereunto affixed in the)
presence of)

Authorised Signatory
Wiltshire Council

[redacted]

Authorised Signatory

C McGovern

25577

Executed as a Deed by BLANEFIELD AVIATION LTD,
a company incorporated in the Bahamas,
acting by Matthew Hudson who, in accordance with
the laws of that territory, is acting under the
authority of the company.

Signature in the name of the company

Signature of authorised signatory

Executed as a Deed by R & G 1923 LTD,
a company incorporated in the Bahamas,
acting by Matthew Hudson who, in accordance with
the laws of that territory, is acting under the
authority of the company.

Signature in the name of the company

Signature of authorised signatory

Executed as a Deed by OSAF PROJECTS LIMITED

Acting by

[redacted]

Director BEAL R.P.A.

Director [redacted]

JANET BOWER

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

Wilsons

Section 106 Agreement

Relating to Site at Old Sarum Salisbury Wiltshire

IKEN 201187

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

THIS DEED is dated the 27 March 2025

and made between

(1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge BA14 8JN ('the Council')

(2) **BLANEFIELD AVIATION LTD** a company registered in the Bahamas whose address for service in the UK is care of Wilsons Solicitors LLP Alexandra House, St Johns Street, Salisbury SP1 2SB ('the First Owner')

(3) **R & G 1923 LTD** a company registered in the Bahamas whose address for service in the UK is care of Wilsons Solicitors LLP Alexandra House, St Johns Street, Salisbury SP1 2SB ('the Second Owner') and

(4) **OSAF PROJECTS LIMITED** (Company registration number 04477202) whose registered office is Alexandra House, St Johns Street, Salisbury SP1 2SB ('the Third Owner')

Together referred to as "the Owners"

1 RECITALS

1.1 The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

1.2 The First Owner is the freeholder owner of parts of the Site registered under title numbers WT455982 and WT442270 and leasehold owner of part of the Site pursuant to a lease for a term of 999 years from 16 November 1982 under title number WT311646.

1.3 The Second owner is the freeholder owner of part of the Site registered under title number WT114571

1.4 The Third Owner is the freehold owner of parts of the Site registered under title numbers WT121389 and WT223021

1.5 The Application was submitted to the Council on behalf of the Owners by Old Sarum Airfield Limited and the Application was refused by the Council on 15 August 2024

1.6 Old Sarum Airfield Limited has submitted the Appeal on behalf of the Owners for determination by the Secretary of State.

1.7 The parties have agreed that in the event that the Permission is granted the obligations contained herein are reasonable and necessary to make the Development acceptable

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

in planning terms in accordance with Regulation 122 of the CIL Regulations and the parties have therefore agreed to enter into this Deed in order to secure the planning obligations contained herein in the event that the Permission is granted by the Secretary of State pursuant to the Appeal.

NOW THIS DEED WITNESSES as follows:

2 Definitions and interpretation

2.1 Definitions

For the purposes of this Deed the following expressions shall have the following meanings:

2.1.1 ”**the 1990 Act”** means the Town and Country Planning Act 1990 (as amended)

2.1.1 **“Affordable Housing**” means (1) Social Rented Housing; (2) Affordable Rented Housing; and (3) Intermediate Housing provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the Subsidy to be recycled for alternative Affordable Housing provision

2.1.2 “**Affordable Housing Consideration**” means the price to be paid for the Affordable Housing Units by the Transferee which shall be the price at which the Transferee can afford to pay for the Affordable Housing Units on a Nil Subsidy basis and for the avoidance of doubt this consideration shall not preclude any agreement being reached between the Transferee and the Owners which enables an additional consideration to be paid for the Affordable Housing Units if it is of a higher quality or standard than that envisaged by paragraph 4 of Schedule 3

2.1.3 “**Affordable Housing Contract**” a contract to be entered into between the Owner and the Transferee for the construction of the Affordable Housing Units and the transfer to the Transferee for the Affordable Housing Consideration

2.1.4 “**Affordable Housing Methodology**” means the methodology that is appended in Appendix 1 of this Deed

2.1.1 “**Affordable Housing Mix**” means the mix of Affordable Housing Units set out in Schedule 3

2.1.2 “**Affordable Housing Plan**” means the plan to be submitted to the Council indicating the location of the Affordable Housing Units on the Land

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

2.1.3 "**Affordable Housing Units**" means the Residential Unit(s) to be provided as Affordable Housing in accordance with Schedule 3

2.1.4 "**Affordable Rented Housing**" means rented housing let by a Transferee to a Qualifying Person who is eligible to obtain Social Rented Housing and which is subject to rent controls that require a rent of no more than 80% of local Market Rent (including service charges, where applicable) at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or other such amount as prescribed by the Regulator of Social Housing

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

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

2.1.7 "**the Appeal"** means the appeal to the Secretary of State following non-determination of the Application by the Council given appeal reference APP/Y3940/W/24/3353040

2.1.8 **"the Application"** means the planning application for outline planning permission for the Development dated 24 August 2023 submitted to the Council and allocated reference number PL/2023/07368

2.1.9 **"Area A"** means the area of residential development shown on the Phase Plan and marked "Area A"

2.1.10 **"Area B**" means the area of non-residential development shown on the Phase Plan and marked "Area B"

2.1.11 **"Area C"** means the area of residential development shown on the Phase Plan and marked "Area C"

2.1.12 **"Arts Scheme"** means a plan to be developed by the Council's Arts Team for how public art will be integrated into the Development or the vicinity of the Development through the expenditure of the Arts Contribution

2.1.13 **"the Bus Contribution"** means the sum of forty-five thousand pounds (£45,000) Index Linked to be paid by the Owners to the Council in accordance with Part 3 Schedule 1 of this Deed to provide a Bus Real Time Information Scheme for the Salisbury Area

2.1.14 **"Cluster"** means a group of Affordable Housing Units which does not have contiguous boundaries with another group of Affordable Housing Units

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

2.1.15 "**CIL Regulations"** means the Community Infrastructure Levy Regulations 2010 (as amended)

2.1.16 "**the Commencement of Development"** means the carrying out of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than investigation of ground conditions and remedial work archaeological work demolition and erection of hoardings and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and 'Commence Development' and 'Commence' shall be construed accordingly

2.1.17 **"Contributions"** each financial contributions payable under this Deed namely :-

the Bus Contribution; the Early Years Contribution; the Green Lane LCWIP Contribution; the New Forest Mitigation Contribution; the Noise Mitigation/Monitoring Contribution; the Off-Site Play Area Contribution (if applicable); the Off-Site Open Space Contribution (if applicable), the Sports Pitch Contribution; the Public Arts Contribution and the Waste and Recycling Contribution';

2.1.18 **"Decision Letter"** the letter from the Planning Inspector determining the Appeal

2.1.19 "**Deed"** means this deed of agreement

2.1.20 "**the Development"** means the development of the Site pursuant to the Application for the demolition, modification and renovation of existing buildings, structures and site development. Provision of approximately 15.03ha of residential land accommodating approximately 315 residential dwellings. Provision for a mixture of employment, commercial/leisure and aviation uses on 3.15ha of land, including a "flying hub" comprising a control tower, heritage centre, visitor centre, café/restaurant, parachute centre, aviation archives and aircraft hangers. Provision of associated access, including the construction of new points of vehicular access to the surrounding highways network, car parking and connections to surrounding footpath and cycle networks. Green infrastructure provision, including open space, play space, recreational foot paths, cycle paths & landscape enhancement areas; the provision of above and below ground utilities, including a sustainable urban drainage system and waste water treatment works. Associated vegetation removal, ground modification and engineering works

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

2.1.21 "**Disposal**" means a transfer of the freehold or (in the case of a flat only) the grant of a leasehold interest in an Affordable Housing Unit and "Disposed" and "Disposing" shall be construed accordingly

2.1.22 **"the Early Years Contribution"** means the sum of Six hundred and thirty thousand seven hundred and ninety two pounds (£630,792) Index Linked towards the cost of provision of early years educational facilities within the Development or no further than Five (5) miles of the Site

2.1.23 **the Facilities and Boards"** means footpaths, combined footpaths and cycleways, signboards, viewing areas, picnic areas and interpretation boards in the approximate position shown on the Plan

2.1.24 **"Highway Works**" means the Highway Works Phase A and Highway Works Phase C

2.1.25 **"Highway Works Phase A"** means all works required as a result of the Development shown for the purpose of identification on the Highway Works Plan Phase A

2.1.26 **"Highway Works Phase C"** means all works required as a result of the Development shown for the purpose of identification on the Highway Works Plans Phase C

2.1.27 **"Highway Works Plan Phase A"** means the plan with reference Accesses to Area A - 22317-002-P4 appended in Appendix 5 of this Deed

2.1.28 "**Highway Works Plans Phase C**" means the drawing no 22317 029 P2 appended in Appendix 5 of this Deed

2.1.29 "**Homes England**" Homes England is the trading name of the Homes and Communities Agency established by Section 1of the Housing and Regeneration Act 2008 or such other body replacing it in function

2.1.30 "**Homes England Fundamental Clauses**" means clauses as defined by Homes England's Affordable Homes Capital Funding Guide produced by the Homes and Communities Agency and current at the date of this Deed (or such document as shall succeed or replace it)

2.1.31 **"Homes England Target Rent**" means the maximum weekly rent that may be charged by a Transferee for Social Rented Housing in Wiltshire as determined through the National Rent Regime

2.1.32 "**Index"** means the:

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

(a) All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors in relation to the Early Years Contribution unless otherwise stated in this Deed

(b) the ROCOS Index published by the Building Cost Information Service of RICS in relation to the Bus Contribution, Green Lane LCWIP Contribution

(c) All Items Index of Retail Prices issued by the Office for National Statistics in relation to any Contributions relevant to the Off-site Play Area Contribution (if applicable), Off-Site Open Space Contribution (if applicable), Sport Pitches Contribution and Waste and Recycling Contribution.

(d) Public Sector All-in Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors and in the event that such index shall have changed the Council shall select a reasonable alternative index in relation to the Noise Mitigation/Monitoring Contribution and the Public Arts Contribution

(e) The Consumer Price Index (CPI) in relation to the New Forrest Mitigation Contribution

(f) The United Kingdom (UK) House Price Index as it applies to the Wiltshire local authority area

and in the event that such indices shall have changed the Council shall select a reasonable alternative index

2.1.33 "**Index Linked"** means increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A = the figure for the Index that applied immediately preceding the date of actual payment and

B = the figure for the Index that applied when the Index was last published prior to the date of this Deed

2.1.34 "**Interest"** means interest at 4% per annum above the base above the base lending rate of the HSBC Bank Plc from time to time

2.1.35 "**Land Compensation Act**" in relation to clause 17 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Act on a date on or after

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works

2.1.36 **"Landscape Plan"** means a landscape plan to be provided by the Owners for the laying out, construction, landscaping and maintenance of the Open Space and Play Areas including the documents listed in Schedule 4 of this Deed

2.1.37 "**Land Ownership Plan**" means the plan showing the Site edged red appended at Appendix 2 of this Deed

2.1.38 **"Green Lane LCWIP Contribution"** means the sum of five hundred thousand pounds (£500,000) Index Linked to be paid by the Developer to the Council in accordance with Part 3 of Schedule 1 of this Deed towards the Local Cycling and Walking Infrastructure Plan for Green Lane as set out in the Wiltshire Local and Cycling Infrastructure Plan Salisbury LCWIP 2024

2.1.39 "**Management Charge/Rent Charge**" means the perpetual yearly variable estate management charge to be imposed on each Residential Unit to cover the annual costs of the Management Company complying with the obligations of the Management Scheme in accordance with Part 1 of Schedule 1.

2.1.40 "**Management Company**" means the company to be established by the Owners (and registered at Companies House) the purpose of which will be (amongst other things) to manage and maintain the Open Space and/or Play Areas, the Facilities and Boards, the Signage and Interpretation Boards

2.1.41 "**Management Scheme**" means the scheme setting out the detailed arrangements for the management and maintenance of the Open Space and Play Area, Signage and Interpretation Boards Guidance and the Facilities and Boards to the satisfaction of the Council which scheme shall include full details of the maintenance programme

2.1.42 **"Market Housing Units**" means the units constructed and identified as part of the Development as general housing for sale or rent on the open market within Area A and Area C and which are not Affordable Housing Units

2.1.43 "**Market Rent**" means the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, as defined in the International Valuation Standards (IVS) 104 Paragraph 40.1 of the Royal

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

Institution of Chartered Surveyors Red Book Global Standards 2021 or any subsequent document which amends or replaces it

2.1.44 "**Market Value**" means the market value as assessed by a Valuer of the Residential Unit and assessed in accordance with the RICS Valuation Standards (November 2021 or any such replacement guidance issued by RICS)

2.1.45 "**Monitoring Fee**" means a sum to be paid by the Owners to the Council to monitor compliance by the Owners of the planning obligations in this Deed which will amount to 1% of the total financial contributions under the terms of this Deed, but such payment will be up to £10,000 together with additional payments of £250 per-non financial obligations contained in this Deed to be paid by the Owners to the Council in accordance with clause 8.3.2 of this Deed

2.1.46 "**National Rent Regime**" means the rent policy set out for Social Rent within the Rent Standard Guidance as published by the Ministry of Housing Communities and Local Government and the Regulator of Social Housing in April 2020 and updated in December 2020 and any other guidance issued by the Regulator of Social Housing or its successors in relation to this document

2.1.47 " **NDSS**" means the Technical Housing Standards Nationally Described Space Standard published by the Department for Communities and Local Government in March 2015 and current at the Date of this Deed (or such document as shall succeed or replace it) as set out in Schedule 3

2.1.48 " **Nil Subsidy**" means without the input of any other grant funding from the Council, Homes England, the Transferee's Recycled Capital Grant Fund, the Private Finance Initiative or any other form of state aid or grant or subsidy

2.1.49 " **Nomination Rights**" the right of the Council to nominate tenants of the Affordable Housing Units as set out in Schedule 3

2.1.50 **"New Forest Mitigation Contribution"** the sum of Six thousand pounds (£6,000) Index Linked to be paid by the Owners to the Council in accordance with Part 3 Schedule 1 of this Deed to mitigate the impact of the Development on the New Forest

2.1.51 **"Noise Mitigation/Monitoring Contribution"** means the sum of forty thousand pounds (£40,000) Index Linked to be paid by the Owners to the Council in accordance with Part 3 of Schedule 1 of this Deed to review and approve the scheme and provide quarterly reports to monitor the noise at the Old Sarum Airfield

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

2.1.52 "**Occupation" and "Occupy"** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or for the purposes of security or sales or marketing and "Occupiers" and "Occupy" shall be construed accordingly

2.1.53 **"Off-Site Affordable Housing Contribution**" means the sum to be calculated in accordance with the Affordable Housing Methodology towards the cost of enabling the provision of Affordable Housing directly related to the Development

2.1.54 "**Off-Site Open Space Contribution**" mean in the event that the combined total area of the Open Space is less than 3162.60m2 then the shortfall shall be calculated at £34.87 per m2 and be paid as the Off-Site Open Space Contribution towards the upgrading or provision of Open Space either at a target site as agreed between the Owner and the Council on submission of the Reserved Matters Application or at the Council's discretion within the vicinity of the Development

2.1.55 **"Off-Site Play Area Contribution**" means in the event that the combined total area of the Play Areas is less than 2371.95m2 then the shortfall shall be calculated at £144 per m2 and be paid as the Off-Site Play Area Contribution, towards play space within the vicinity of the Site of which shall be agreed in writing between the Owner and the Council prior to submission of the Reserved Matters Application

2.1.56 **"Open Space"** means the open space (excluding Play Areas) in perpetuity within that part of the Site having an area measuring no less than 3162.60m2 in a location to be agreed in writing between the Owner and the Council prior to submission of the Reserved Matters Application

2.1.57 **"Party"** means any of the persons or bodies named on the first page whether or not they are a party to this Deed

2.1.58 **"Phase"** means a phase for construction of the Development as is comprised in a Reserved Matters Application and for the avoidance of doubt nothing herein prevents the Development from being carried out in a single Phase of the Development

2.1.59 **"Phase A"** means phase of construction of the Development in Area A as shown on the Phase Plan

2.1.60 **"Phase B"** means phase of construction of the Development in Area B as shown on the Phase Plan

2.1.61 **"Phase C"** means phase of construction of the Development in Area C as shown on the Phase Plan

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

2.1.62 **"Phase Plan"** means the plan with name "Parameter Plan – Land Use" with reference 9441-FM-XX—DR-A-021 A05" attached in Appendix 3

2.1.63 "**Planning Inspector"** means the inspector appointed by the Secretary of State to preside over the public inquiry in relation to the Appeal

2.1.64 "**Plan"** means the Facilities and Boards Plan Reference 9441 091 A01 attached at Appendix 4 of this Deed

2.1.65 "**Planning Permission"** means any planning permission issued by the Secretary of State in determining the Appeal

2.1.66 **"Play Areas"** means those parts of the Site having an area to accommodate children's play and made up of a LAP/LEAP/NEAP measuring a combined total of no less than 2371.95 m2 and which to be agreed in writing between the Owners and the Council prior to submission of the Reserved Matters Application

2.1.67 **"Play Area Certificate"** means the certificate or certificates issued (not to be unreasonably withheld) by the Service Head – Highway Operations once he is satisfied that the Play Areas has been laid out in accordance with the approved Landscape Plan

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

2.1.69 **"Protected Tenant"** means any person who:

a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

c) has purchased from the Transferee all of the shares so that they own the entire Affordable Housing Unit

2.1.70 **"Public Arts Contribution"** means the sum of one hundred and forty-seven thousand nine hundred and thirty pounds (£147,930) Index Linked made by £300 per Residential Unit (£121,215) and £3 per square metre for the commercial areas (£26,715) within the Development to be paid to Wiltshire Council towards the delivery of integrating public art in the Development or the vicinity of the Development with no more than 10% of the Public Art Contribution to be used to support the development of an Arts

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

Scheme in accordance with the Art and Design in the Public Realm Guidance 2024

2.1.71 "**Qualifying Person**" means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open housing market from time to time as the financial resources of his household are too low to facilitate the purchase at Market Value or rent of a house in the area at Market Rent and who is considered by the Council to be a person whom it is proper to be allocated accommodation in an Affordable Housing Unit

2.1.72 "**Receiver**" means any receiver (including an administrative receiver) appointed by any 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

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

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

2.1.75 **"Remedial Notice"** means the notice or notices issued by Service Head – Highway Operations (if appropriate) requiring the Owner to carry out any works that he considers (at his absolute reasonable discretion) to be necessary for the Open Space and/or Play Area to be provided in accordance with the approved details including (without limitation) re-planting of unhealthy dead diseased or dying plants and trees and a timescale within which those works are to be completed

2.1.76 "**Reserved Matters Application"** means the Reserved matters application to be submitted for the Development pursuant to the Planning Permission

2.1.77 "**Residential Units**" means all residential units forming part of the Development.

2.1.78 "**Section 278 Agreement**" means an agreement pursuant to Section 278 of the 1980 Act authorising the carrying out of the Highway Works

2.1.79 "**Service Head – Highway Operations"** means the head of the service with responsibility for adoption of open spaces play areas and amenities or such replacement head of service as determined by the Council or his appointed representative for the time being of the Council

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

2.1.80 "**Shared Ownership Housing**" means the Affordable Housing to be managed by a Transferee and to be disposed of in accordance with the Allocations Policy to a Qualifying Person on a lease which includes Homes England's Fundamental Clauses

2.1.81 "**Shared Ownership Unit**" means the Affordable Housing Unit(s) that are only available to be used and Occupied exclusively as Shared Ownership Housing

2.1.82 "**Signage and Interpretation Boards Guidance**" means the guidance named "Wiltshire Walking and Cycling Wayfinding, Outline Strategy Report for Wiltshire Council", dated 14 February 2014 and "**Signage and Interpretation Boards"** will be construed accordingly

2.1.83 "**Site**" means the land against which this Deed may be enforced shown edged red on the Land Ownership Plan attached to this Deed

2.1.84 "**Sports Pitch Contribution"** means the sum of one hundred and forty-two thousand three hundred and seventeen pounds (£142,317) towards the development of a Full Size 3G Artificial Turf Pitch within or serving the South Wiltshire Community Area and/or for the provision of sports, pitch, or ancillary provision within the vicinity of the Site.

2.1.85 **"Standards"** means the size standards promoted by Homes England as at the time of the relevant reserved matters approval being at least 85% NDS

2.1.86 "**Subsidy**" means any grant funding from the Council Homes England the Transferee's Recycled Capital Grant Fund the Private Finance Initiative or other form of state aid or grant subsidy

2.1.87 "**Transferee**" means the Registered Provider the Council in its capacity as local housing authority (at the Council's absolute discretion) and/or a third party which meets the requirements of the Council to own and manage Affordable Housing Units such approval not to be unreasonably withheld or delayed

2.1.88 '"**Waste and Recycling Contribution"** means the sum of Thirty-one thousand eight hundred and fifteen pounds (£31,815.00) Index Linked towards the provision of waste and recycling equipment for the Residential Units

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

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

3 Interpretation and Construction of this Deed

3.1 Words importing the masculine include the feminine and neuter gender and vice versa.

3.2 Words importing the singular include the plural and vice versa.

3.3 Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner.

3.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually.

3.5 Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of **"the Owner"** are fulfilled as expeditiously as possible.

3.6 The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.

3.7 Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed.

3.8 In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion.

3.9 In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it.

3.10 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council.

3.11 Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done.

4 Statutory provisions

4.1 This Deed is made pursuant to the following:

Section 106 of the Act,

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

Section 111 of the Local Government Act 1972,

Section 93 Local Government Act 2003,

Section 1 Localism Act 2011,

and all other enabling powers,

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

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

4.3 It is acknowledged that the obligations contained in this Deed are:

4.3.1 necessary to make the Development acceptable in planning terms,

4.3.2 directly related to the Development, and

4.3.3 fairly and reasonably related in scale and kind to the Development,

4.3.4 in accordance with the requirements of Regulation 122 of the CIL Regulations.

5 Conditions, duration and enforcement

5.1 Conditions precedent

This Deed takes effect on

5.1.1 the grant of the Planning Permission, and

5.1.2 the Commencement of Development

save for the provisions of clauses 1, 2, 5, 5.3.1, 8, 9.3, 10, 14, 15, 16.1, and 18, paragraphs 1.1.1 of Part 1 of Schedule 1, paragraphs 6.4.1, 6.5.1, 6.8, 6.11, 6.13 and 6.14 of Part 3 of Schedule 1, and save in respect of any obligations in this Deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon the grant of Planning Permission in accordance with the Appeal

5.1.3 The Owner shall notify the Council of the Commencement of Development, the date of Occupation of the Development and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice

5.1.4 If the Owner has not provided the information referred to in clause 5.1.3 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

6 CIL Regulations

6.1 If in determining to allow the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation contained in this Deed:

6.1.1 is not a material planning consideration; or

6.1.2 can be given no or little weight in determining the Appeal; or

6.1.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations; or

6.1.4 can be replaced by a planning condition and such planning condition is imposed

then such planning obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed save as set out in the Decision Letter.

6.2 In the event that the Inspector or Secretary of State expressly identifies:

6.2.1 that a sum lesser than any individual contribution payable pursuant to this Deed is payable and states this explicitly in the Decision Letter then that lesser figure shall be substituted for the relevant figure in this Deed; or

6.2.2 that any contribution payable pursuant to this Deed is not payable and states this explicitly in the Decision Letter then that contribution and any reference to it shall be removed from this Deed

6.3 Duration

6.3.1 It is intended that the obligations herein shall cease to be enforceable save in so far only as they have not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

6.3.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after parting with his entire interest in the Site or his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

6.4 Other development

Nothing in this Deed is intended to prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.5 Non-enforcement

The obligations herein are not given in respect of and are not intended to be enforced against:

6.5.1 owner-occupiers or tenants of Residential Units constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees.

6.5.2 any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

6.5.3 a mortgagee of any of the Site unless and until and whilst such mortgagee is a mortgagee in possession of the Site but save as may otherwise be provided for herein persons obtaining title to the Site from or under such mortgagee shall then be bound by the obligations in this DEED until they shall dispose of all their interest in the Site.

7 The Owner's Covenants

The Owner covenants with the Council to observe and perform the obligations set out in this Deed and in Schedule 1, Schedule 2 and Schedule 3

8 The Council's Covenants

The Council covenants with the Owner to observe and perform the obligations set out in this Deed and in Schedule 4.

9 Provisions of immediate effect

9.1 Nothing in this Deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

9.2 The First Owner the Second Owner and the Third Owner undertake to the Council to give the Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to contain 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 or unit of occupation purchased by reference to a plan.

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

9.3 The Owner shall pay to the Council:

9.3.1 Its administration fee in the amount of three hundred pounds (£300) and its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed and in relation to any transaction arising therefrom upon completion of the same

9.3.2 The Monitoring fee on submission of the Reserved Matters' Application

10 General

The parties agree that:

10.1 Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

10.2 Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

10.3 If before Commencement of Development the Planning Permission:

10.3.1 expires within the meaning of Sections 91 92 or 93 of the Act; or

10.3.2 is revoked, quashed or modified without the consent of the Developer;

10.3.3 this Deed shall cease to have effect

10.4 Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate

10.5 Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations

11 Notices

11.1 Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent recorded delivery or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

case of the Council shall be addressed to the Head of Legal Services and quote reference [Iken 201187] and copied to the Section 106 and Community Infrastructure Levy Officer

12 Local land charge

12.1 This Deed shall be registerable as a local land charge.

12.2 If required by the Council the Owner / the Developer shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry

13 Waiver

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

14 Change in Ownership

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

15 Jurisdiction and legal effect

15.1 This Deed shall be governed by and interpreted in accordance with the laws of England and Wales.

15.2 In so far as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

15.3 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the undertakings terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

15.4 The provisions of this Deed (other than this clause 8.4 which shall be effective in any event) shall be of no effect until this Deed has been dated by the Owners

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

16 Index, interest and VAT

16.1 Each of the sums or instalments to be paid to the Council under the Schedule shall be Index Linked from the date of this Deed to the date of payment.

16.2 If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment and for the avoidance of doubt a payment to be made before any event shall be deemed due the day before the event.

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

16.4 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

17 Bond

17.1 Any sum to be paid following completion of this Deed and in relation to the Early Years Contribution in accordance with Part 3 of Schedule 1 of this Deed shall be secured by a bond or bonds in favour of the Council in the form required by the Council and entered into and completed by the Owner a copy of which having been sent to and received by the Council prior to the Commencement of Development but PROVIDED THAT on receipt of a reasonable request from the Owner so to do the Council will without delay notify the bondsman in writing as and when any of the Planning Obligations herein contained are performed in full or in part and agree respectively the release of or specify a reasonable reduction in the amount of the relevant bond(s)

18 Indemnity

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

18.1.1 Compensation (including any claim arising under the Land Compensation Act)

18.1.2 Damages

18.1.3 Costs

18.1.4 Charges

18.1.5 any other payment

The electronic deed of which this is a print-out is amended this day 27/03/25 as follow.

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

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

19 Delivery

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

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

wilson 20 counterparts *

SCHEDULE 1

The Owner enters into the following obligations in respect of the Site

PART 1: OPEN SPACE PLAY AREAS AND PUBLIC FACILITIES

1 Open Space and Play Areas

1.1 The Owner shall:-

1.1.1 Submit to the Service Head - Highways Operations for approval in writing prior to the Commencement of Development the Landscape Plan including the Management Scheme and not Commence Development until the Landscape Plan including the Management Scheme has been approved in writing by the Service Head – Highways Operations (such approval not to be unreasonably withheld) and thereafter shall lay out the Open Space and Play Area in accordance with the approved Landscape Plan

1.1.2 Notify the Council in writing within seven (7) Working Days of completion of the laying out of the Open Space and/or Play Area in each Phase of the details of their designated contact for queries regarding the Open Space and Play Area and request an inspection by the Service Head – Highways Operations

1.2 Not allow more than 70% of the Residential Units in each Phase to be Occupied until:

(a) the Open Space Practical Completion Certificate and Play Area Practical Completion Certificate in respect of that Phase has been issued;

* This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one deed. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

(b) the Play Areas are designed provided laid out and equipped in accordance with the Landscape Plan; and

(c) the Open Space and the Play Area have been made available for public use;

(d) the Owner has erected a prominent sign on the Open Space indicating who is responsible for maintaining the Open Space and the Play Area such sign to be kept in a good and legible condition at all times

1.3 After the construction and laying out of the Open Space and as soon as the planting season permits to plant in the Open Space plants and trees in accordance with the approved Landscape Plan

1.4 Not adjust the actual area of Open Space and the Play Areas so as to include and/or exclude land that abuts the boundary of the curtilages of individual Residential Units or adopted or adoptable highway UNLESS such adjustment has been agreed in writing with the Service Head – Highway Operations

1.5 Not to use or allow the Open Space and/or Play Areas to be used for any other purpose other than as Open Space and/or Play Areas for the use by and for the enjoyment of the public in perpetuity

1.6 Pay the Council's costs in taking any action to remedy the failure to comply with the Remedial Notice within 21 Working Days of the Service Head – Highways Operation serving notice of the amount due.

1.7 To insure and maintain or procure the maintenance of the Open Space and Play Area in accordance with the approved Management Scheme to the satisfaction of the Service Head – Highways Operations until completion of its transfer to the Management Company and to comply with any Remedial Notice issued by the Head – of Waste and Environmental Operational and Culture Change within 28 Working Days

1.8 Not to allow more than 90% of the Residential Units in any Phase to be Occupied until the Open Space and/or Play Areas in that Phase has been transferred to the Management Company in accordance with the provisions of Part 1 of this Schedule and the Open Space and/or Play Areas shall thereafter be maintained in accordance with the approved Management Scheme (unless otherwise agreed in writing by the Council).

1.9 To enter into negotiations with the Registered Provider or Transferee and agree a reasonable figure for Management Charge to be levied on occupants of the Affordable Housing Units

2 Management Company Provisions

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

2.1 Not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owners has at its own expense:

2.1.1 Set up and registered the Management Company as a private limited company incorporated and registered in England at Companies House

2.1.2 Ensured that the Management Company has at least two named persons as Directors and one Company Secretary that are eligible to be appointed and (if required) removed and replaced by the Members of the Management Company

2.1.3 Procured that the Management Company appoints a named manager ("the MC Manager") responsible for liaising with the Council and owners and occupiers of the Residential Units

2.1.4 Procured through the Management Company documentation (as set out in paragraph 3 below) that the Management Company will hold at least one (1) members meeting per year

2.1.5 Procured that the Management Company will be responsible for the upkeep and on- going maintenance of Open Space/Play Areas in accordance with the approved Landscape Plan and the obligations under this Deed

3 Management Company Documents

3.1 Not use or Occupy or cause or suffer or permit the use or Occupation of any of the Residential Units until such time as the Owners have provided the Council with the following information and documents relating to the Management Company:

3.1.1 A copy of the company Certificate of Incorporation and Articles of Memorandum

3.1.2 A copy of its Rules (including the holding of at least one (1) public meeting per year and the giving of a minimum of seven (7) days written notice of each meeting to the Council and all Company Members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and regulations and operational manuals

3.1.3 Any other relevant documentation relating to the Open Space and/or Play Areas

3.1.4 Details of the names and addresses of all Directors, Members and the Company Secretary

3.1.5 Full and sufficient details of the financial resources available to the Management Company including evidence that there are adequate

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

resources in place to undertake the maintenance of the Open Space in perpetuity in accordance with the Management Scheme

4 Operation of the Management Company

4.1 The Owners hereby covenants to:

4.1.1 Ensure that upon the transfer of any Residential Unit that all freehold and registrable leasehold owners of the Residential Units become members of the Management Company and eligible to vote at any Annual General and Special Company Meetings

4.1.2 Ensure that the Registered Provider becomes a member of the Management Company

4.1.3 The MC Manager will ensure that their contact details including his name address and telephone number are regularly updated and distributed to the owners and occupiers of all of the Residential Units

4.1.4 Ensure that the Management Charge/Rent Charge is secured on the first transfer or disposal of any Residential Units and that covenants are contained on the transfer to procure that on any subsequent transfer or disposal the Rent Charge is secured in favour of the Management Company

PART 2

5 Landscape Plan

5.1 Owners' landscape proposals document;

5.1.1 Wiltshire Council's Standard Specification for adoption of Open Space;

5.1.2 Plans; and

5.1.3 Wiltshire Council's play equipment specification in accordance with the National Playing Fields Association's standards and European Standards BS EN 1176 and BS EN 1177;

5.2 Footpaths, combined footpaths and cycleways, Facilities and Boards

5.2.1 The Owner shall construct or cause the Facilities and Boards to be constructed within each Phase in accordance with details to be submitted to and approved in writing by the Local Planning Authority as approvals of reserved matters and in accordance with pre-commencement conditions for each Phase ("the Reserved Matters Application") PROVIDED that if any proposed works are to take place on adopted highway land any such works

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

shall not commence until approved by the Council as highway authority and the works shall be carried out in accordance with such approval

5.2.2 The locations and routes of the Facilities and Boards the subject of any Reserved Matters Application shall be generally as shown on the Plan and in accordance with the key on the Plan

5.2.3 The Facilities and Boards shall be constructed in accordance with the approved details within 6 months of the Occupation of the 50th percentile Dwelling within Phases A and Phase C or before of first use of the restaurant or other commercial facilities open to the public within Phase B .and not Occupy, allow or cause the Occupation the 50th percentile Dwelling within Phase A and Phase C or not to use or allow or cause the use of the restaurant or other commercial facilities within Phase B before the completed the Facilities and Boards to the Council's approval.

5.2.4 The Owner shall maintain or cause to be maintained the Facilities and Boards in accordance with the Management Scheme for the lifetime of the Development and not to exceed 200 years from the date hereof or until redevelopment of the same, whichever is the earlier.

PART 3: CONTRIBUTIONS

Waste and Recycling Contribution, Noise Mitigation/Monitoring Contribution, Early Years Contribution, Sport Pitch Contribution, Bus Contribution, Section 278 New Forest Mitigation Contribution, Public Arts Contribution, Off-Site Play Areas Contribution and Off-Site Open Space Contribution

The Owner covenants with the Council to pay the Contributions in the following instalments:-

6 Waste and Recycling Contribution

6.1 To pay to the Council the Waste and Recycling Contribution as follows:

6.1.1 Prior to Commencement of Development to pay to the Council 50% and not to Commence Development until 50 % of the Waste and Recycling Contribution has been paid to the Council

6.1.2 To pay to the Council the remaining 50% of the Waste and Recycling Contribution prior to first Occupation of Residential Units and not to Occupy the Residential Units before of the Waste and Recycling Contribution has been paid in full.

6.2 The Owner covenants with the Council that

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6.2.1 Prior to Commencement of Development of any Phase to provide details of the designated contacts for liaison regarding the waste and recycling for the land on which the Residential Units are to be located and to provide updates of the designated contacts following any change of personnel

6.2.2 The Owner hereby undertakes and agrees with the Council that the Indemnity provisions in Clause 15 of this Deed shall be applicable to any claim or claims made against the Council and such claim arising in connection with or incidental to or in consequence of the Council carrying out its duties of waste and recycling during the course of the Development on the Land and the Owner will hold the Council fully indemnified from and against each and every said claim

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

7 Noise Mitigation/Monitoring Contribution

7.1 The Owner covenants with the Council to

7.1.1 pay to the Council the initial sum of £10,000 of the Noise Mitigation/Monitoring Contribution on Commencement of Development and not to Commence the Development before the initial sum of £10,000 of the Noise Mitigation/Monitoring Contribution has been paid in full

7.1.2 pay to the Council the remaining sum of £30,000 of the Noise Mitigation/Monitoring Contribution before Occupation of the Development and not to Occupy the Development before the remaining sum of £30,000 of the Noise Mitigation/Monitoring Contribution has been paid in full.

8 Early Years Contribution

8.1 Prior to Commencement of Development in either Phase A or Phase C to pay 50% of the Early Years Contribution and not to permit or allow the Commencement of Development until 50% of the Early Years Contribution has been paid to the Council

8.2 Prior to Occupation of the Development in either Phase A or Phase C to pay the remaining 50% of the Early Years Contribution and not permit or allow the Occupation of the Development until the remaining 50% of the Early Years Contribution has been paid to the Council.

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8.3 The Owner further covenants with the Council to enter into a Bond for the remaining 50% of the Early Years Contribution as stipulated in clause 17 of this Deed.

9 Sports Pitch Contribution

9.1 Prior to the Commencement of Development in either Phase A or Phase C to pay the Council 50% of the Sports Pitch Contribution and not to permit or allow the Commencement of Development until 50% of the Sports Pitch Contribution has been paid to the Council.

9.2 Prior to Occupation of Development to pay the Council 50% of the Sports Pitch Contribution and not to permit or allow the Occupation of Development until 50% of the Sports Pitch Contribution has been paid to the Council.

10 Bus Contribution

10.1 To pay the Bus Contribution to the Council prior to the Occupation of any Residential Unit and not to Occupy allow or permit Occupation of any Residential Unit until the Bus Contribution has been paid

11 New Forest Mitigation Contribution

11.1 Prior to Commencement of Development in Phase A or Phase C to pay to the Council the New Forest Mitigation Contribution and not to permit or allow Commencement of Development before the New Forest Mitigation Contribution has been paid in full

12 Public Arts Contribution

12.1 Prior to Commencement of Development to pay to the Council the Public Art Funding Contribution and not to permit or allow Commencement of Development until the Public Art Funding Contribution has been paid to and such payment is acknowledged in writing by the Council.

13 Off-Site Play Areas Contribution and Off-Site Open Space Contribution

13.1 Prior to Commencement of the Development to pay to the Council the Off-Site Play Areas Contribution (if applicable) and/or the Off-Site Open Space Contribution (if applicable) and not to Commence or allow or permit Commencement of the Development before the Off-Site Play Areas Contribution (if applicable) and/or the Off-Site Open Space Contribution (if applicable) have been paid in full.

14 Green Lane LCWIP Contribution

14.1 Prior to Commencement of the Development to pay to the Council the Green Lane LCWIP Contribution and not to Commence or allow or permit Commencement of the Development before the Green Land LCWIP Contribution has been paid in full.

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SCHEDULE 2

HIGHWAY WORKS

The Owners covenant

1 Prior to the Commencement of the Development of Area A or C to notify in writing the Head of Service – Highway Operations of their intention to enter into a s278 Agreement for the Highway Works and not to Commence Development before such notification has been submitted to the Head of Service – Highway Operations.

2 Prior to Practical Completion of 10 Residential Units within Area A or C to enter into the S278 Agreement and not allow the Practical Completion of more than 10 Residential Units in either Area A or Area C until the S278 Agreement has been completed.

3 Subject to paragraph 4 below, to carry out and complete the Highway Works at their own expense in accordance with the s278 Agreement and

3.1 To complete the Highway Works Phase A before Occupation of the Development in Phase A and not to Occupy, allow or permit Occupation of the Development of Phase A until the Highway Works Phase A have been carried out and completed in accordance with the S278 Agreement and/or

3.2 To complete the Highway Works Phase C before the Occupation of the Development in Phase C and not to Occupy, allow or permit Occupation of the Development of Phase C until the Highway Works Phase C have been carried out and completed in accordance with the S278 Agreement.

PROVIDED THAT the Development is carried out in accordance with the Phased Plan.

4 If the Development is carried out in a single Phase, the Owners undertake to carry out and complete the Highway Works at their own expense and in accordance with the S278 Agreement before Occupation of the Development and not to Occupy, allow or permit Occupation of the Development until the Highway Works have been carried out and completed in accordance with the S278 Agreement.

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SCHEDULE 3

AFFORDABLE HOUSING

The Owner covenants with the Council that it shall:

Part 1 General

1 provide the Affordable Housing Units in accordance with the Affordable Housing Plan and the Affordable Housing Mix unless otherwise agreed in writing with the Council;

2 not submit any Reserved Matters Application without simultaneously submitting the Affordable Housing Plan and details of the Affordable Housing Mix to the Council (a copy of which shall be provided at the same time by the Owner to the Head of Housing) for the Affordable Housing Units contained within the relevant Reserved Matters Application and not to Commence Development of any such area until the Affordable Housing Plan and the Affordable Housing Mix relating to that area have been approved by the Council;

3 provide:

3.1 at least 25% (or whatever rate the Inspector finds suitable) of the Residential Units as Affordable Housing at Nil Subsidy

3.2 60% of the Affordable Housing Units shall be Affordable Rented Units and 40% shall be Shared Ownership Units unless otherwise agreed in writing with the Council;

3.3 Design of Affordable Housing Units

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

3.4 Affordable Housing Contract

3.4.1 not Commence the Development within Phase A or Phase C until the Owners and the Transferee have entered into the Affordable Housing Contract relating to such Phase unless otherwise agreed in writing with the Council and to provide to the Council on demand documentary evidence of the existence of the Affordable Housing Contract;

3.5 Transfer of Affordable Housing Units to Transferee

3.5.1 transfer the completed Affordable Housing Units to the Transferee for the Affordable Housing Consideration and such transfer shall include a restriction that in the event that any of the Affordable Housing Units are sold the proceeds of sale shall be recycled into the provision of further Affordable Housing Units in Wiltshire

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3.5.2 not Occupy more than 50% of the Market Housing Units in each Phase (if relevant)] until the Affordable Housing Units within that Phase have been completed in accordance with the Planning Permission and made available for Occupation and transferred to the Transferee in accordance with paragraph 6 of this Schedule 3 and to provide to the Council on demand documentary evidence of the existence of the transfer(s) of the Affordable Housing Units;

4 Affordable Housing Transfer Terms

4.1 ensure that each transfer of an Affordable Housing Unit shall:

5

5.1 be with full title guarantee of either a freehold interest or a leasehold estate for a minimum of 125 years;

5.2 provide, without additional cost to the Transferee, vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the Affordable Housing Unit linking in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected to highways and sewers that serve the area;

6 Allocations Policy/Nominations Rights

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

7 Homes England's Target Rent

7.1 . ensure that the:

7.1.1 . equity share of the Shared Ownership Units which is retained by the Transferee is only let at a rent that is no more than 2.75% per annum of the value of the share retained by the Transferee or in line with Homes England guidelines applicable at the time of sale of the Shared Ownership Units;

7.1.2 Affordable Rented Units are let at a rent of no more than 80% of local Market Rent (including service charges where applicable at the time of letting which may be increased by no more than the Consumer Price Index plus 1% annually or such other amount as prescribed by Homes England);

8 Distribution and Design of Affordable Housing Units

8.1 not Commence the Development until the Owner has agreed with the Council the distribution of the Affordable Housing Units across the Development

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8.2 ensure that the Affordable Housing Units are materially indistinguishable (in terms of outlook design and appearance) from the Market Housing Units of similar size and shall ensure that the Affordable Housing Units are integrated with the Market Housing Units in Clusters of no more than fifteen (15) Affordable Housing Units

9 Use of Affordable Housing Units

9.1 ensure that the Affordable Housing Units are at all times owned and managed by the Transferee and used and Occupied in accordance with paragraph [3] of this Schedule 3 (Affordable Housing Mix) as:

9.2 . Affordable Rented Units let by way of tenancy agreements in line with the Regulator of Social Housing's regulatory standards or such other form of tenancy agreement as shall be agreed in writing with the Council; and

9.3 Shared Ownership Units which are owned and occupied in accordance with a lease that includes Homes England's Fundamental Clauses;

or such other tenancy agreement or shared ownership lease as shall be agreed in writing with the Council and for the avoidance of doubt the operation of this paragraph does not prevent staircasing to 100%;

9.4 subject to the provisions of paragraphs 16 of this Schedule 3 not cause, allow or permit to use the Affordable Housing Units from the date of Practical Completion other than for Affordable Housing;

10 Qualifying Persons

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

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

10.3 has a local connection as set out in the Allocations Policy

11 Mortgagee Provisions – rented and shared ownership

11.1 The Affordable Housing provisions of this Deed and the Nomination Rights contained in Part 2 of this Schedule 3 shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

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11.2 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a Disposal of the Affordable Housing Units to another Transferee for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

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

11.4 The Affordable Housing provisions contained and the Nomination Rights contained in Part 2 of Schedule 3 shall not be binding on or enforceable against any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges

PROVIDED THAT :

11.5

11.5.1 If the Owners have actively sought providers for the transfer of the Affordable Housing Units for a period of no less than six months but have failed to identify a Registered Provider willing to accept a transfer so the Owners are unable to comply with the obligations at Paragraphs 5. 6 and 7 of this Schedule then the Owners may apply in writing to the Council referring to the provisions of this paragraph 18 requesting the Council to consider receipt of the Off-site Affordable Housing Contribution in lieu of provision of the Affordable Housing Units. And

11.5.2 If evidenced in writing by the Owners to the satisfaction of the Council that the Affordable Housing Units cannot be delivered because no Transferee is willing to enter into a contract to take transfer of those units and the Owners have not been able to find a Transferee through Homes England's s106 Affordable Housing Clearing Service (if in operation),

the Owner shall pay the Off-site Affordable Housing Contribution to the Council prior to Commencement of the Development within Phase A or Phase C and the Owner shall not Commence or cause or permit Commencement of the Development within Phase A or Phase C until the Off-site Affordable Housing Contribution has been paid to the Council and on receipt of such Off-site Affordable Housing Contribution as

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aforesaid the Parties agree that the requirements of this Schedule should be no longer of further effect.

Part 2 Nomination Rights

1 Pursuant to paragraph 9 of Schedule 1, as between the Transferee and the Council the following provisions **shall** govern the nominations/allocations of Occupation of the Affordable Housing Units in line with the Allocations Policy and the nominations procedures for each type of tenure;

2 The Transferee shall notify the Council in writing from time to time of any Affordable Housing Unit that shall be vacant and available for Occupation;

3 The Transferee will liaise with the Council as necessary with regard to local housing need generally and the list of Qualifying Persons;

4 The Council and the Transferee shall have the following nomination rights in respect of the Affordable Housing Units:

5 Nominations

The initial allocation of each Residential Unit: the Council 100%

Thereafter: the Council 75%

the Transferee 25

PART 3: NDSS and 85% NDSS

Number of bedrooms	Number of bed spaces	NDSS			Minimum 85% NDSS		
		1 storey (sqm)	2 storey (sqm)	3 storey (sqm)	1 storey (sqm)	2 storey (sqm)	3 storey (sqm)
Studio	1p	39 (37)*			34 (32)*		
1b	2p	50	58		43(F)	50	
2b	3p	61	70		52	60	
	4p	70	79		60(B)	68(H)	
3b	4p	74	84	90	63	72	77
	5p	86	93	99	74	80	85
	6p	95	102	108	81	87	92
4b	5p	90	97	103	77	83	88

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

	6p	**99**	**106**	**112**	**85**	**91**	**96**
	7p	**108**	**115**	**121**	**92**	**98**	**103**
	8p	**117**	**124**	**130**	**100**	**106**	**111**
5b	**6p**	**103**	**110**	**116**	**88**	**94**	**99**
	7p	**112**	**119**	**125**	**96**	**102**	**107**
	8p	**121**	**128**	**134**	**103**	**109**	**114**
6b	**7p**	**116**	**123**	**129**	**99**	**105**	**110**
	8p	**125**	**132**	**138**	**107**	**113**	**118**

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

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

Covenants by the Council

The Council covenants with the Owner:

1 Contributions

1.1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid

1.2 To pay to the paying party such amount of any payment (together with any interest accrued) made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner to do so or in the case of proportional payments the date of receipt of the last proportion of the payment on receipt of a written request from the Owners to do so

2 <u>Open Space</u>/Play <u>Areas</u>

2.1 The Council shall in regard to the Open Space and/or the Play Areas covenants to:

2.2 Inspect the Open Space and/or the Play Areas within each Phase (where applicable) within a reasonable period of having received notification from the Owner under Part 1 of Schedule 1 of this Deed or in the event that no such notification has been received at the Council's discretion to determine whether to issue the Open Space Practical Completion Certificate and/or the Play Area Certificate relating to such Phase

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2.3 If appropriate following an inspection referred to under paragraph 1 above either:-

2.3.1 issue the Open Space Practical Completion Certificate and/or the Play Area Certificate (as the case may be) or

2.3.2 issue a Remedial Notice

2.4 Inspect the Open Space and/or the Play Area in the event that a Remedial Notice is issued within reasonable period of having received notification from the Owner that the works specified in the Remedial Notice have been complied with.

2.5 If a Remedial Notice is issued then the timetable for issuing the Open Space Practical Completion Certificate and/or the Play Area Certificate under this Deed shall be deemed amended accordingly in order for compliance of the Remedial Notice to be achieved and further inspections are to be carried out by the Council as appropriate

2.6 In the event that a Remedial Notice is not complied with within a reasonable period agreed with the Council then the Open Space Practical Completion Certificate and/or the Play Area Certificate(s) shall not be issued until the Remedial Notice has been complied with to the reasonable satisfaction of the Council

2.7 The Owner shall maintain or cause to be maintained the Facilities and Boards in accordance with the Management Scheme for the lifetime of the Development and not to exceed 200 years from the date hereof or until redevelopment of the same, whichever is the earlier.

3 Council's undertakings in relation to the Public Art Funding Contribution

3.1 The Council will use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are paid. The Art Scheme developed and managed by Wiltshire Council will be delivered in accordance with the Art and Design in the Public Realm – 2024 Guidance (adopted May 2024) and shall

3.2 take account of best practice guidance given by the Arts Council England or other relevant public body, and

3.3 have the aim of providing public art of a high standard and quality in the provision and enhancement of buildings and open spaces and which results in an attractive bespoke and sensory environment which positively contributes to the richness of the Development and fosters a sense of place within which the Site is located

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Appendix 1

Affordable Housing Methodology

Commuted Sum / Off-Site Affordable Housing Contribution - Methodology (using UK HPI data - December 2023)

1. NOTE: Index linking - Commuted Sums calculated using this methodology should be index linked to the UK House Price Index (as it relates to the administrative area of Wiltshire) prior to payment, using base date December 2023.

COMMUTED SUM / OFF-SITE AH CONTRIBUTION

Methodology (see Note 1)

Stage 1: Calculate the total open market value for the site, using the following average open market values (see Note 2):

1 bedroom:	£ 134,374
2 bedrooms:	£ 193,842
3 bedrooms:	£ 267,649
4 bedrooms:	£ 381,610

Stage 2: Multiply by 23% to represent the residual land value percentage (see Note 3).

Stage 3: Add 15% to reflect site acquisition and servicing costs.

Stage 4: Apply the relevant Affordable Housing contribution (30% or 40% depending on location).

Example Calculation

For example, the commuted sum for a site in a 40% AH zone with 2 x 1 bed houses, 2 x 2 bed houses and 3 x 3 bed houses would be calculated as follows:

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Total open market value for the site (based on average values):
(£134,374 x 2) + (£193,842 x 2) + (£267,649 x 3) = £1,459,379

Multiply by 23% = 0.23 x £1,459,379

= £335,657.17

Add 15% = £335,657.17 + (0.15 x £335,657.17)

= £386,005.75

Multiply by 40% = 0.4 x £386,005.75

= £154,402.30

The commuted sum / off-site Affordable Housing Contribution required would therefore be £154,402.30

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Note 1:

The methodology used to calculate off-site financial contributions is in line with the recommended approach in the Adams Integra Affordable Housing Viability Assessment 2011 and established practice.

***Note 2**:*

The average values used in calculations are based on the combined values for rural and urban areas at the lower quartile values for Wiltshire as at February 2011, as set out in the Strategic Housing Market Assessment 2011 as follows:

1 bedroom £87,194
2 bedrooms £125,782
3 bedrooms £173,675
4 bedrooms £247,623

These average values are regularly adjusted in line with the UK House Price Index and the current values are shown in the methodology on the previous page. It is acknowledged that there may be differences in average open market values across Wiltshire. In the event that there is any dispute over an average value, the developer may submit an independent valuation to Wiltshire Council, and the contribution will be re-calculated based on that evidence.

Note 3:

This is to reflect the reduced value of land due to the affordable housing requirement, and follows recommendations from the Adams Integra Affordable Housing Viability Assessment.
Adams Integra WC Affordable Housing Viability Assessment Feb 2012

Average House Prices updated 14/03/24 (to December 20

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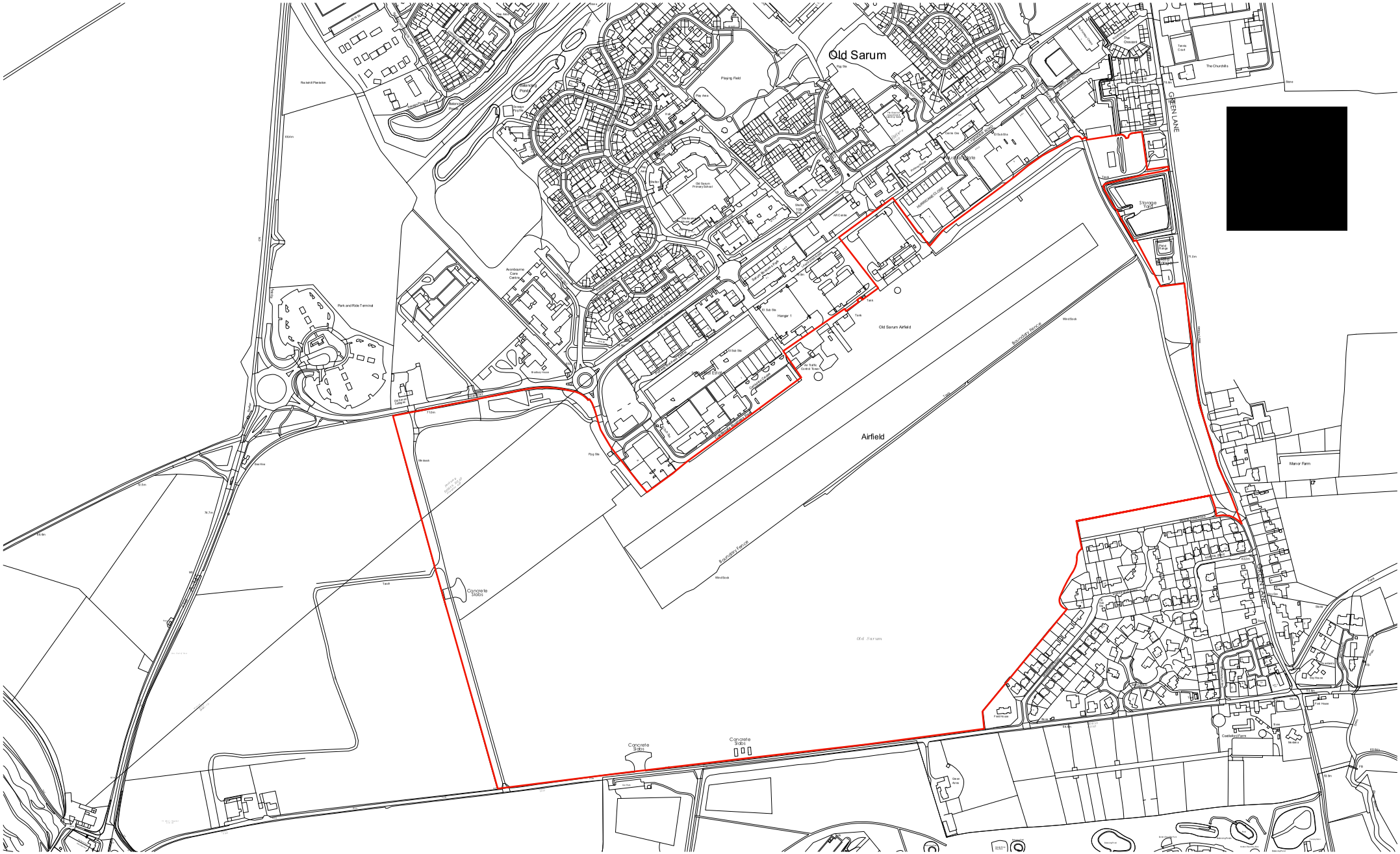
Appendix 2

Land Ownership Plan

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137



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Revision Schedule				NOTES
Rev	Date	CHK	Revision Description	
A00	11/12/2024	DD	Draft Issue	

REF	HEALTH AND SAFETY INFORMATION - CONSTRUCTION RISKS
⚠	XXX

NOTES
XXX
XXX
XXX

Legend
Site boundary

Feilden+Mawson
21-27 Lamb's Conduit Street London WC1N 3NL
1 Ferry Road Norwich NR1 1SU
50 St Andrews Street Cambridge CB2 3AH
email: info@feildenandmawson.com
tel: 020 7841 1980
tel: 01603 629371
tel: 01223 351967
www.feildenandmawson.com

DRAWING
Site Ownership Plan

CLIENT Old Sarum Airfield Ltd

JOB Old Sarum Airfield, Old Sarum, Salisbury

RIBA Stage 2

S0		For Information			
JOB	9441	PAPER	A1	SCALE	1:2500

Drawing Number
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Appendix 3

Parameter Plan – Land Use

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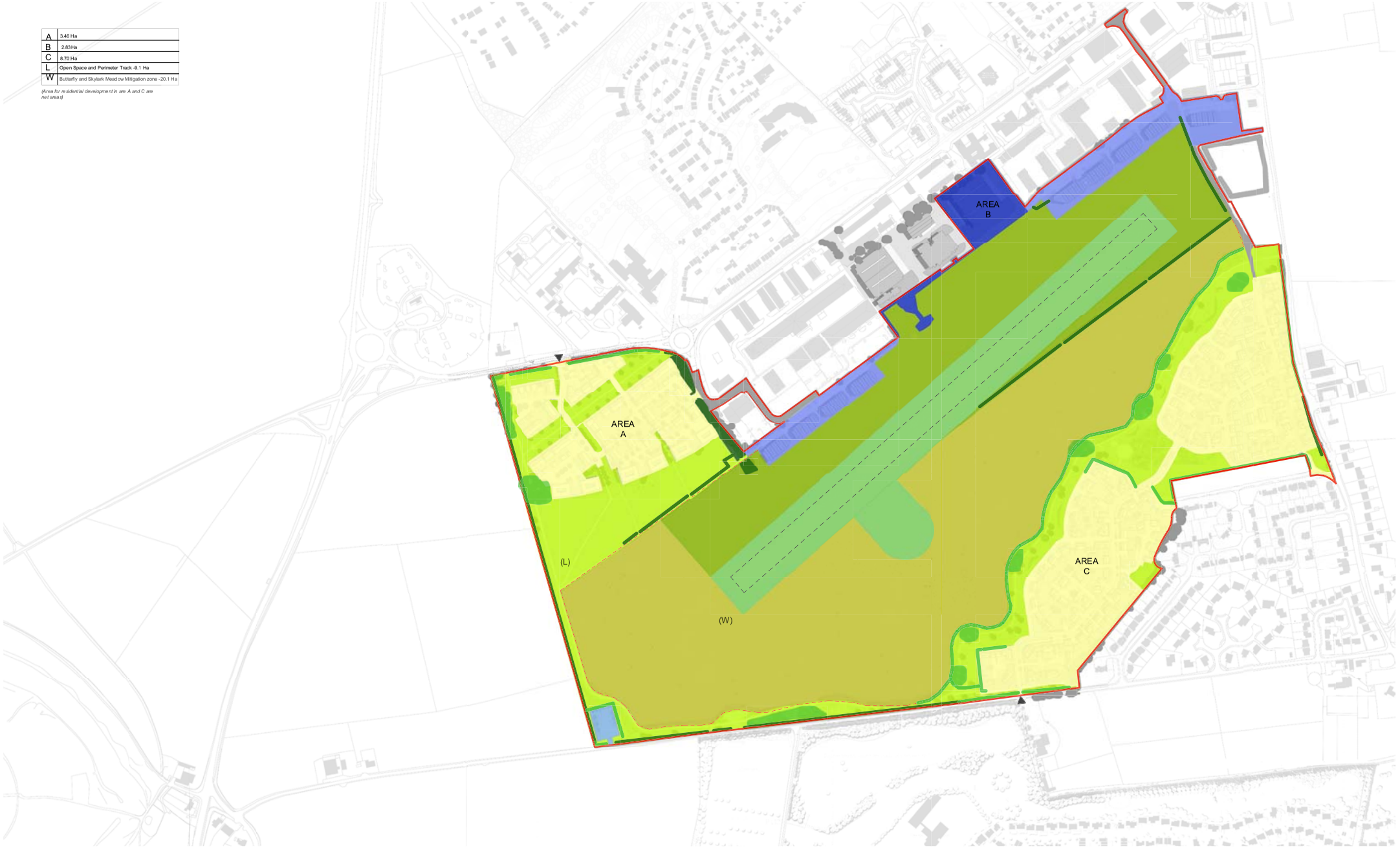
A	3.46 Ha
B	2.83 Ha
C	8.70 Ha
L	Open Space and Perimeter Track -9.1 Ha
W	Butterfly and Skylark Meadow Mitigation zone -20.1 Ha

(Area for residential development in are A and C are net areas)



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Revision Schedule

Rev	Date	CHK	DRW	Revision Description
A00	2023.05.26	DD	DD	Draft issue
A01	2023.06.12	DD	DD	Typo corrected
A02	2023.06.22	DD	DD	Landscaping amended
A03	2023.07.10	DD	DD	Legend amended
A04	2023.07.17	DD	DD	Redline amended
A05	2023.07.20	DD	DD	Landscape amended

REF	HEALTH AND SAFETY INFORMATION - CONSTRUCTION RISKS
1	XXX

NOTES
XXX
XXX
XXX

Legend

- Net Residential Development Area 12.16 ha
- Key Access Points
- Existing Vegetation
- New Vegetation
- Open Spaces Recreational Play space
- Existing Road
- Flying field
- Mixture of employment, commercial,leisure and aviation use
- Flying strip and parachute landing zone
- Butterfly and Skylark Meadow Mitigation zone
- Existing aviation uses (No change of uses applied for).
- Airfield perimeter fence

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tel: 01603 629571
tel: 01223 351917
www.feildenandmawson.com

DRAWING
Parameter Plan- Land Use

CLIENT Old Sarum Airfield Ltd

JOB Old Sarum Airfield, Old Sarum, Salisbury

RIBA Stage 2

S0		WIP	
JOB	9441	PAPER	A1
		SCALE	1:2500

Drawing Number
9441- FM- XX- XX- DR- A- 021- A05

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Appendix 4

Facilities and Boards Plan

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Revision Schedule

Rev.	Date	CHK	Revision Description
A00	2024.12.13	DD	Draft issue
A01	2024.12.13	DD	Footpaths updated

REF	HEALTH AND SAFETY INFORMATION - CONSTRUCTION RISKS
1	XXX

NOTES
XXX
XXX
XXX

LEGEND

- Combined Footpaths/Cycleways
- Footpaths
- Restricted Byway LAF017
- Stopping Points, Viewpoints and Picnic Areas

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DRAWING
S106 Footpath Plan

CLIENT Old Sarum Airfield Ltd

JOB Old Sarum Airfield, Old Sarum, Salisbury

RIBA Stage 2

S0		WIP	
JOB	9441	PAPER	A1
		SCALE	1:2500

Drawing Number
9441- FM- XX- XX- DR- A- 091- A01

DO NOT SCALE FROM THIS DRAWING ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

U:\Jobs\Current\9441 Old Sarum Airfield - Areas B & C\K-Drawings\03-Current drawings\AA-Master\A01-Plan\9441 091 S106 Footpath Plan.dwg/090 S106 Footpath Plan/SO full bleed A1 (594.00 x 841.00 MM)/David Drew/12/13/20 24:3:03 PM

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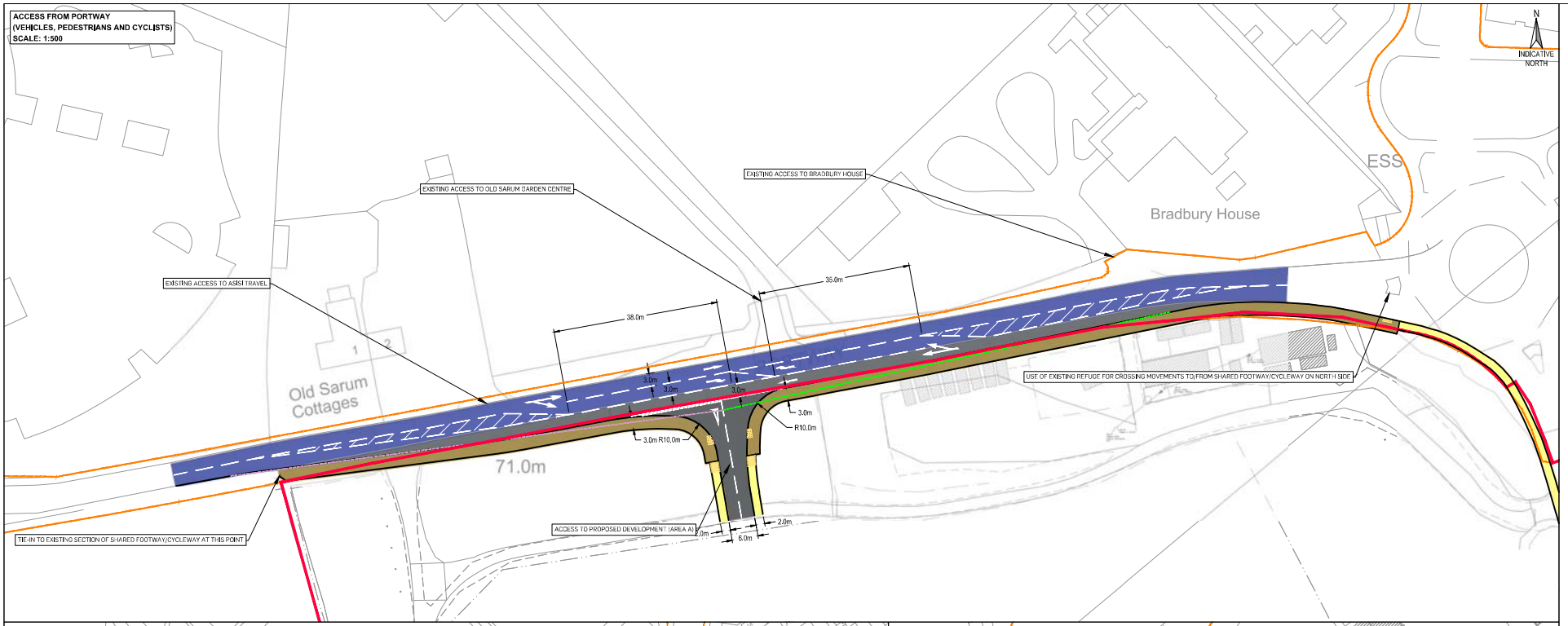
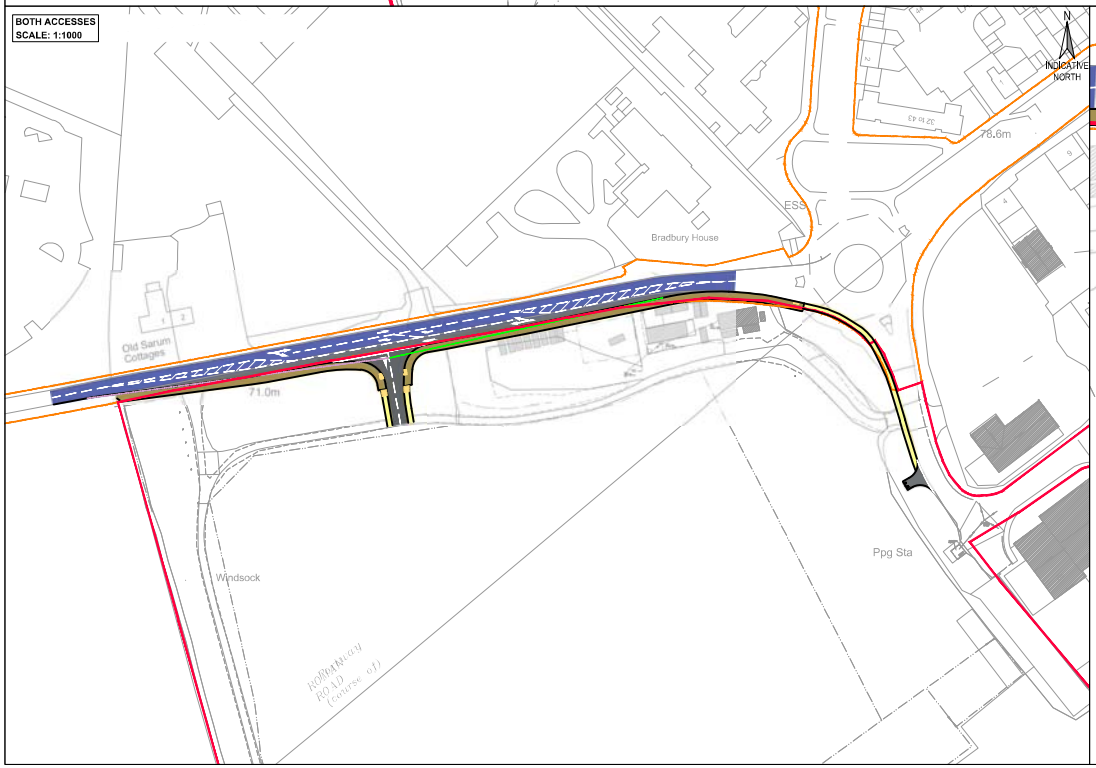
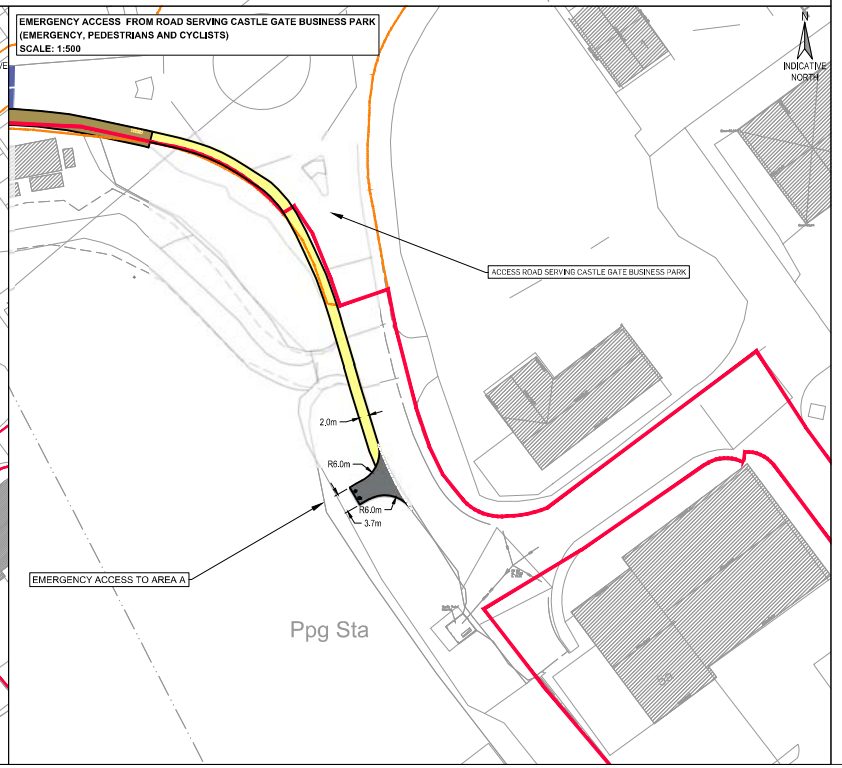
Appendix 5

Highway Plans Phases A and C

Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137







KEY

- Site Boundary
- Highway Boundary
- Visibility Splay (2.4m x 114m)
- Visibility Splay (2.4m x 105m)
- Proposed Carriageway
- Existing Carriageway
- Footway
- Shared Footway / Cycleway
- Tactile Paving
- Bollards

Rev	Date	Description	By	Apvd
P4	14.03.24	Minor Amendments	MK	MD
P3	08.03.24	Amendments to Accesses	MK	MD
P2	09.06.23	Addition of RLB & HB	MK	MD
P1	03.01.23	Preliminary issue	MK	MD

PROJECT:
OLD SARUM AIRFIELD, SALISBURY

TITLE:
ACCESSES TO AREA A

CLIENT:
OLD SARUM AIRFIELD LTD

SCALE@A1:
Please see the drawing

PROJECT REF:
22317

DRAWING No: 002

REV: P4

Revision Referencing
P = Preliminary A = Approval T = Tender C = Construction

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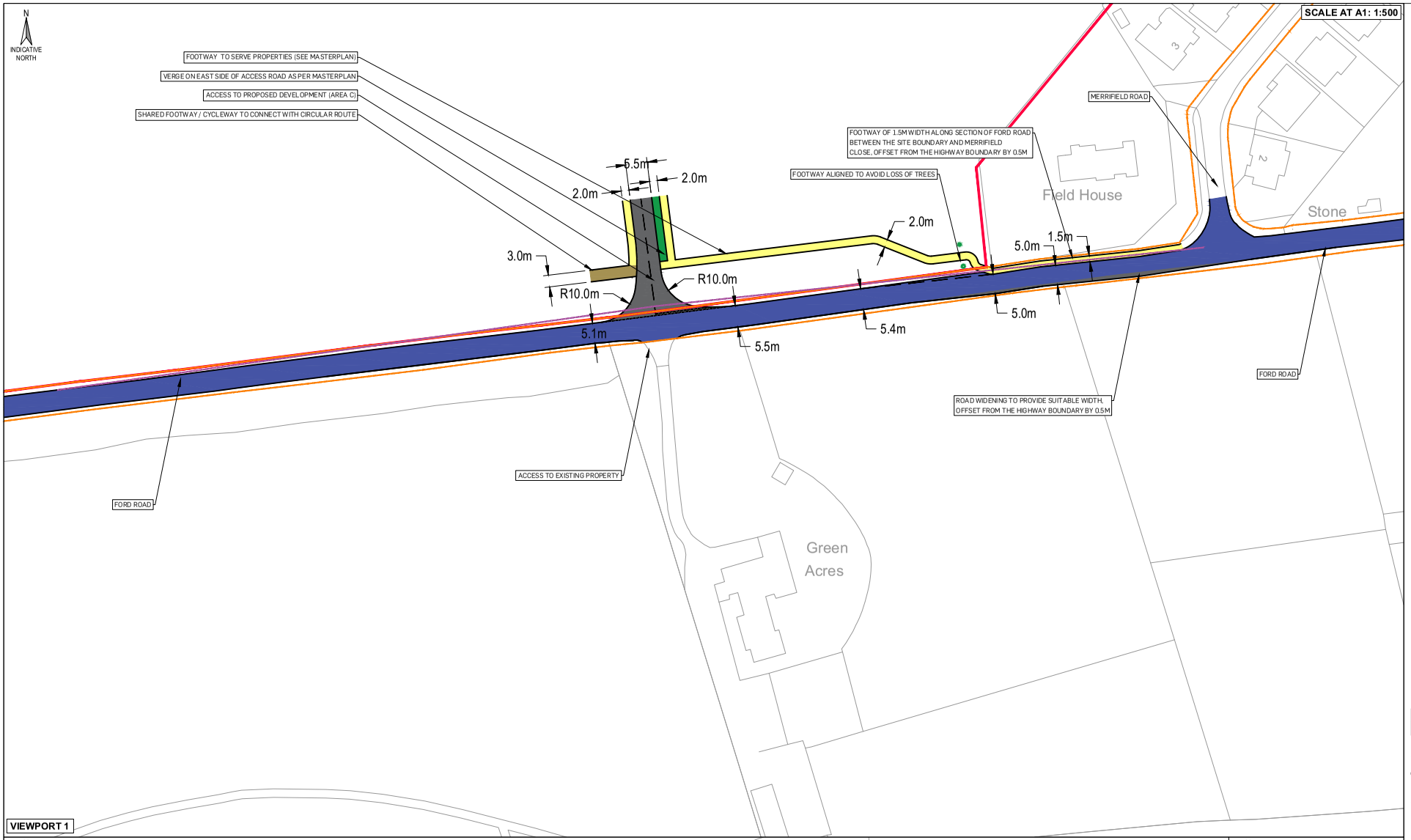

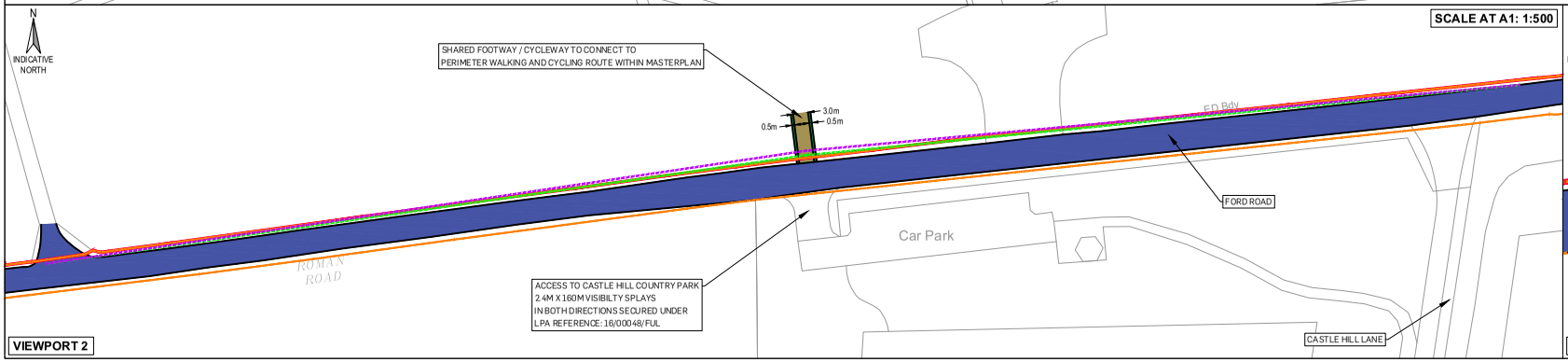

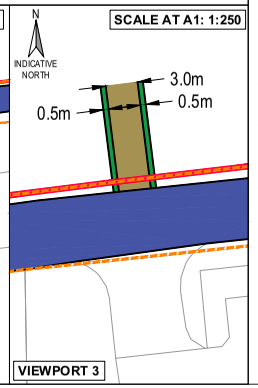

KEY

- Site Boundary
- Highway Boundary
- Vehicular Visibility Splays
  - To the West / Right (2.4m x 154m)
  - To the East / Left (2.4m x 141m)
- Pedestrian Visibility Splays
  - To the West / Right (1.5m x 154m)
  - To the East / Left (1.5m x 144m)
- Cyclist Visibility Splays
  - To the West / Right (2.4m x 154m)
  - To the East / Left (2.4m x 144m)
- Proposed Carriageway
- Existing Carriageway
- Proposed Footway
- Proposed Shared Footway / Cycleway
- Proposed Verge / Buffer Strip
- Existing Tree Stem

Rev	Date	Description	By	Apvd
P2	05.03.25	Amendment	BB	MG
P1	03.03.25	Preliminary issue	BB	MD

PROJECT:
OLD SARUM AIRFIELD, SALISBURY

TITLE:
AREA C ACCESS STRATEGY
PROPOSED SECTION 278 WORKS

CLIENT:
OLD SARUM AIRFIELD LTD

SCALE@A1:
INDIVIDUAL

PROJECT REF:
22317

DRAWING No: 029

REV: P2

Revision Referencing
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IN WITNESS of which the Council the First Owner the Second Owner and the Third Owner have executed this Deed as a deed and delivered it the day and year first before written.

The COMMON SEAL of)
WILTSHIRE COUNCIL was)
Hereunto affixed in the)
presence of)

Authorised Signatory

Executed as a Deed by BLANEFIELD AVIATION LTD,
a company incorporated in the Bahamas,
acting by Matthew Hudson who, in accordance with
the laws of that territory, is acting under the
authority of the company.

Signature in the name of the company

Signed by:
BLANEFIELD AVIATION LTD
AE6363B7B93E4BD...

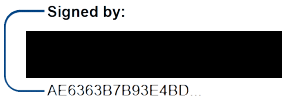
Signature of authorised signatory

Signed by:
[redacted]
AE6363B7B93E4BD...

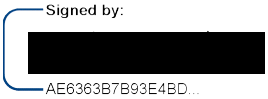
Docusign Envelope ID: 339A9A66-5F12-459E-8B10-B230C867C137

Executed as a Deed by R & G 1923 LTD,
a company incorporated in the Bahamas,
acting by Matthew Hudson who, in accordance with
the laws of that territory, is acting under the
authority of the company.

Signature in the name of the company



Signature of authorised signatory



Executed as a Deed by OSAF PROJECTS LIMITED

Acting by

Director

Director