DATED 2025

HUNTINGDONSHIRE DISTRICT COUNCIL (1)

and

BEWICK HOMES LIMITED (2)

PLANNING OBLIGATION DEED

Section 106 Town and Country Planning Act 1990 (as amended)

Relating to Land East of 66 Thrapston Road Brampton PE28 4TD

Huntingdonshire District Council

Pathfinder House

St Mary's Street

Huntingdon

Cambridgeshire PE29 3TN

Planning Reference: 24/02206/FUL

Legal Reference: S.106 027228

THIS AGREEMENT

is made the day of 2025

BETWEEN

(1) **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called **"the Council")**

(2) **BEWICK HOMES LTD** (Co. Regn. No. 02885025) whose registered office is situated at 26 New Street St Neots Cambridgeshire PE19 1AJ (hereinafter called **"the Owner")**

D E F I N I T I O N S

In this Deed the following expressions shall have the following meanings:

"Act"	means the Town & Country Planning Act 1990 (as amended);
"2021 Act"	means the Environment Act 2021 as amended;
"Additional Council Ecologist Monitoring Contribution"	means the sum of £1036.00 Indexed Linked payable by the Owner to cover the cost of any additional monitoring of the Habitat Site in accordance with paragraph 2.7 of the First Schedule;
"Affordable Housing"	means Social Rented, Affordable Rented and Intermediate Housing or such other tenure or tenures which meet an identified housing need in the Council's administrative area and which is agreed in writing by the council and is provided to eligible households whose needs are not met by the market. Affordable housing shall include provisions that ensure that either the Affordable Housing will remain at an affordable price for future eligible households or for any subsidy

	to be recycled for alternative Affordable Housing provision. Affordable Housing may include housing for people with a special need such as older people or those having a disability or need of support;
"Affordable Housing Scheme"	means a scheme for securing the provision of 40% Affordable Housing Units of which 70% plots 12 to 15 shall be Affordable Rented or Social Rented Housing with plots 13 and 14 being to m4(3) standard and the remaining 30% plots 10 and 11 shall be Shared Ownership Housing provided that other proportions of these tenure or other Affordable Housing tenures maybe agreed in writing by the Council at its discretion such scheme to identify and/or specify: (i) the locations the Affordable Housing Units (ii) the type, the number of bedrooms, the number of intended occupants and the tenure of each Affordable Housing Unit (iii) Elevations, site layouts and floor plans showing the internal floor area of each Affordable Housing Unit (iv) the persons or categories of persons for which the Affordable Housing will be provided. (v) the Registered Provider(s) that will own the Affordable Housing who shall be approved in writing by the Council (vi) the level of nominations that the Council will have in the event the processes specified at (vii) no longer apply which will

	be not less than 100% of all first lettings and sales and 75% of all subsequent lettings and sales (vii) details of the process by which the Affordable Housing shall be allocated including confirmation from the Registered Provider that: a. each Affordable Rented or Social Rented Housing Unit in the Affordable Housing Scheme shall be allocated in accordance with the Choice Based Lettings process that is operated by the Council or any other process that has been agreed in writing by the Council b. each Shared Ownership Housing Unit in the Affordable Housing Scheme shall be allocated in accordance with the guidelines provided by Homes England for this tenure (viii) written confirmation from the Registered Provider that it has agreed terms with the Owner that will enable the Affordable Housing Scheme to be delivered and that it will if so required by the Council enter into a formal nomination agreement in a form proposed by the Council. (ix) such other information as the Head of Development may reasonably request.

“Affordable Housing Unit”	means a Residential Unit provided as Affordable Housing in accordance with the Affordable Housing Scheme;
“Affordable Rented Housing”	means housing let by a Registered Provider to households who are eligible for Social Rented housing at an affordable rent that is subject to rent controls requiring a rent of no more than 80% of the local market rent (including service charges where applicable) and such rent shall not exceed the Local Housing Allowance rates applicable when the housing is let;
“Application”	means the full planning application for the Development received by the Council on the 25 November 2024 and given planning reference 24/02206/FUL being Proposed residential development for the erection of 15 dwellings along with access, landscaping, garages, roads and all ancillary works;
“Commence Development / Commencement of Development”	means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act save that for the purposes of determining whether a material operation has been carried out there shall be disregarded ground and environmental and archaeological investigations, site clearance, remediation works, erection of fences and hoardings and the creation of a site compound, temporary access and haul roads and demolition, SAVE FOR demolition within a chargeable development for the purposes of Regulation 40 of the

	Community Infrastructure Regulations 2010 as amended;
"Choice Based Lettings"	means a scheme operated by the Council in partnership with Registered Providers whereby Social Rented Housing and Affordable Rented Housing is allocated to eligible households;
"Council Ecologist Monitoring Contribution Year One"	means the sum of £388.50 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year One;
"Council Ecologist Monitoring Contribution Year Three"	means the sum of £1036.00 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year Three;
"Council Ecologist Monitoring Contribution Year Five	means the sum of £1036.00 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year Five;
"Council Ecologist Monitoring Contribution Year Ten"	means the sum of £388.50 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year Ten;

"Council Ecologist Monitoring Contribution Year Fifteen"	means the sum of £1036.00 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year Fifteen;
"Council Ecologist Monitoring Contribution Year Twenty"	means the sum of £388.50 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year Twenty;
"Council Ecologist Monitoring Contribution Year Twenty Five"	means the sum of £1036.00 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year Twenty Five;
"Council Ecologist Monitoring Contribution Year Thirty"	means the sum of £1036.00 Indexed Linked to be paid to the Council as set out in paragraph 2.9 of the First Schedule to cover the cost of monitoring the Habitat Works on the Habitat Land and reviewing the Habitat Management and Monitoring Reports at Year Thirty;
"DEFRA"	means the Department for Environment, Food & Rural Affairs;
"Development"	means the development of the Land in accordance with the Planning Permission;

"Green Space Land"	means the part of the Land to be laid out as formal green space serving the Development in accordance with the Planning Permission and paragraph 3.1 of Part III of the First Schedule;
"Green Space Maintenance Period"	means a period of 12 months after the Green Space Land has been laid out in accordance with the Planning Permission the Specification and paragraphs of Part III of First Schedule;
"Green Space Plan"	means the plan attached at the Third Schedule dated July 2024 and referenced 18677/2004B;
"Habitat Data Information"	means the biodiversity net gain data information to be included within the Habitat Management Plan;
"Habitat Management Plan"	means the Habitat Management Plan as produced to be produced by the Owner in accordance with guidance from DEFRA and Natural England and submitted to the Council for the written approval of the Council and which will include details for the delivery of the Habitat Works and the ongoing management and monitoring of the Habitat Land for a period of thirty (30) years from the completion of the Habitat Works and which will include the Habitat Data Information;
"Habitat Land"	means the Land shown outlined in blue on the Habitat Land Plan dated 10.06.2025 and referenced 18677/2007 – Claylands Farm on which the biodiversity units as detailed within the Habitat

	Management Plan will be secured;
“Habitat Land Plan”	means the plan attached at the Third Schedule dated 10.06.2025 and referenced 18677/2007 – Claylands Farm;
“Habitat Works”	means the works as detailed in the Habitat Management Plan which are to be undertaken on the Habitat Land to create the new habitats;
“Habitat Works Completion Date”	means the calendar date on which the Habitat Works are completed;
“Habitat Works Completion Certificate"	means a certificate issued by the Council certifying that the Habitat Works have completed;
“Head of Development”	means the Head of Development for the time being of the Council or such other Officer as the Council may specify;
“Homes England”	means the executive non-departmental public body, sponsored by the Ministry of Housing Communities and Local Government or any successor body;
“Housing Development”	means the total number of Market Dwellings and Affordable Housing Units permitted by the Planning Permission;
“Intermediate Housing”	means housing for sale or rent (including Shared Ownership) at a cost which is above Social Rented Housing but below open market levels. The level of discount from open market levels is to be agreed in writing by the Head of Development but such discount

	shall in any event be not less than 20%;
"Index"	means the indexation to be applied to the Council Ecologist Monitoring Contribution from the date of this Deed until the date on which the final payment is made pursuant to the RPI All Items Index published by the Office for National Statistics or its successor body should it cease to be published or the basis of calculation be materially altered or such other index as may be agreed between the parties;
"Indexation Factor"	means the factor reflecting any increase in the Index in each case calculated from the date of such publication last published prior to the date of this Deed to the date of such publication immediately preceding the date when the sum to be indexed is payable or (if later) paid"
"Interest"	means interest at 4% per annum above the base rate for the time being of the Bank of England;
"Local Housing Allowance"	means the flat rate rental allowance providing financial assistance towards housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may from time to time replace it;
"Management Company"	means a company or companies to be set up to maintain the Green Space Land in accordance with the approved proposals as required in Part III of First Schedule;

“Market Dwelling(s)”	means the Residential Units erected on the Land in accordance with the Planning Permission excluding any Affordable Housing Units;
“Monitoring Reports”	means the Monitoring Reports which will include the Habitat Data Information and detail the monitoring survey results and any requirements for amending the Habitat Management Plan going forward;
Planning Obligations	means the planning obligations specified in the First Schedule hereto;
“Planning Permission”	means permission for the Development granted by the Council pursuant to the Application including any approval of reserved matters pursuant to the outline permission or agreed amendments to the Planning Permission;
“Registered Provider”	means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and/or any other public body which is listed in the registers kept by and regulated by the Social Housing (Regulation) Act 2024;
“Residential Unit”	means any dwelling, flat or other self-contained unit of residential accommodation within the Development;
“Shared Ownership Housing”	means housing purchased on a shared equity basis whereby not more than 75% and not less than 10% of the equity in the relevant dwelling is initially sold to the purchaser by the Registered Provider with the flexibility to increase their degree of ownership to 100% if they so wish and if legislation or applicable policy permits and in respect of which rent is payable

	on the remaining equity at a level no greater than that equivalent to that obtained by applying the current Homes England rent rate applicable at the relevant time to the market value of the remaining equity;
"Shared Ownership "Housing Unit(s)	means a Residential Unit which shall be provided as Shared Ownership Housing;
"Site Plan"	means land East of 66 Thrapston Road Brampton PE28 4TD and shown edged red on the site plan attached at the Third Schedule;
"Social Rented Housing"	means housing let by a Registered Provider at a level of rent determined through the national rent regime or provided under equivalent rental arrangements as agreed with the Council or the Homes England;
"Social Rented Housing Unit(s)"	means a Residential Unit which shall be provided as Social Rented Housing
"Year One"	means the first anniversary of the Habitat Works Completion Date;
"Year Three"	means the third anniversary of the Habitat Works Completion Date;
"Year Five"	means the fifth anniversary of the Habitat Works Completion Date;
"Year Ten"	means the tenth anniversary of the Habitat Works Completion Date;
Year Fifteen"	means the fifteenth anniversary of the Habitat Works Completion Date;

"Year Twenty"	means the twentieth anniversary of the Habitat Creation Completion Date;
"Year Twenty Five"	means the twenty fifth anniversary of the Habitat Works Completion Date;
"Year Thirty"	means the thirtieth anniversary of the Habitat Works Completion Date;

W H E R E A S

1. The Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area within which the Land is situated
2. The Owner is freehold owner of the Land registered with title at H M Land Registry under title numbers CB373860 and CB455041
3. The Owner confirms that they are the owner of the Land with full power to enter into this deed and that there is no person or body with an interest in the Land whose consent is necessary to make this Deed binding on all interests in the land
4. The Application has been submitted to the Council for Planning Permission for the Development
5. The Council is satisfied that the Development is such as may be permitted by the Council under the Act subject to conditions and subject also to the prior execution of this Deed into which the parties hereto have agreed to enter

NOW THIS DEED

which is a Planning Obligation made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling

WITNESSETH as follows:

1. The Planning Obligations are planning obligations for the purposes of Section 106 of the Act

2. The Planning Obligations are enforceable by the Council

3. The Owner hereby covenants with the Council:

3.1. to observe and perform the Planning Obligations

3.2. to comply with all other provisions covenants and other stipulations contained in this Deed not being Planning Obligations such other provisions covenants and other stipulations being entered into pursuant to powers contained in Section 111 of the Local Government Act 1972 and Sections 1 to 8 of the Localism Act 2011 and all other enabling powers

3.3. within 21 days of the date of any disposition of any legal interest in the Land or any part thereof to give the Council written notice thereof including details of the name and address of the person or persons to whom such interest was transferred PROVIDED ALWAYS that this shall not apply to the disposition of any individual Residential Unit(s)

3.4. to notify the Council in writing within 14 days thereof of the Commencement of Development

3.5. to notify the Council in writing within 14 days thereof of the first occupation of any Residential Unit

4. An application approved by the Council pursuant to Section 73 of the Act to vary or release any condition contained in the Planning Permission shall be deemed to be bound by the covenants and provisions of this Deed which shall apply in equal terms to the new planning permission unless otherwise stated by the Council in writing

IT IS AGREED AND DECLARED THAT

5. The expressions "the Council" and "the Owner" shall include their successors in title and assigns

6. Wherever the expression "the Owner" includes more than one person then the covenants on the part of the Owner herein contained shall be deemed to be joint and several

7. In this Deed the singular includes the plural and vice versa and the masculine includes both other genders (feminine and neuter) and vice versa and words denoting actual persons include companies, corporations and firms and all such words will be construed interchangeably in that manner

8. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development and the Council shall subject to a written request made by or on behalf of the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed .

9. On completion of this Deed the Owner shall pay to the Council:

9.1. the reasonable legal costs incurred by the Council in drafting negotiating and completing this Deed; and

9.2. a fee for the administration monitoring and management of the Planning Obligations and other requirements of this Deed comprising:

9.2.1. £350 for each non-monetary Planning Obligation

10. Nothing herein contained shall prejudice fetter or affect any of the statutory rights powers duties and obligations for the time being vested in the Council as Local Planning Authority

11. The Owner shall permit any person duly authorised by the Council to enter the Land to ascertain whether there is or has been any breach of the Planning Obligations or any other provisions covenants or stipulations hereunder upon the Council giving the Owner reasonable prior notice (save in the case of an emergency where no prior notice is a pre-requisite of entry on to the Land) of such required access and provided that the duly authorised person complies with any health and safety site rules operating on the Land at that time.

12. In the event of any delay in making any payment required under this Deed interest shall be payable on the amount payable at the rate of 4% per annum above National Westminster Bank Plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

13. Except where expressly provided to the contrary any approval or consent required under the terms of this Deed shall not be unreasonably withheld or delayed

14. The following shall not be bound by the Planning Obligations:

    14.1. owner-occupiers, tenants, mortgagees or chargees of individual Residential Units nor against those deriving title from them

    14.2. a statutory undertaker who acquires any part of the Land or any interest in it for the purposes of the supply of electricity gas water drainage or telecommunication services is not to be treated as a person deriving title from the Owner for the purposes of Section 106(3) of the Act

15. No person or body shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after they have parted with their interest in the Land or the part in respect of which such breach occurs

16. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

17. The Owner shall notify the Council in writing within 28 days of the date the Owner considers that a trigger for the payment or delivery of an obligation has been reached such notice being addressed to: Section 106 Monitoring Officer Huntingdonshire District Council, Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire PE29 3TN

18. It is hereby acknowledged and agreed that the Council may at its sole discretion on or at any time after completion of this Deed commence the

provision of or provide (in whole or in part) any of the infrastructure or facilities referred to in this Deed in accordance with the provisions of this Deed so as to reimburse the Council the costs incurred both prior (if any) and subsequent to such trigger.

19. In the event of a dispute between the parties arising in connection with this Deed (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the parties agree that the matter in dispute will on the application of either of them be referred to a Surveyor acting as an expert (hereinafter referred to as the "Expert") (being a member of the Planning Division of the RICS with not less than 10 years' recent experience in the field of town and country planning and development) whose identity will be agreed between the parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of either party and it is further agreed that:

    19.1. the determination of the Expert will be final and binding on the parties save in the case of manifest error

    19.2. the Expert will reach a decision and communicate it to the Parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 working days from the date of his appointment to act (or such longer period that the Parties may agree)

    19.3. the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct and the Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Expert's costs

20. Except as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit under the Contracts

(Rights of Third Parties) Act 1999 on a person who is not named as a party to this Deed nor shall a person who is not named as a party to this Deed have the right to enforce any term of this Deed pursuant to that Act

21. The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the Planning Obligations imposed by this Deed are (a) necessary to make the development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the development permitted pursuant to the Application

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

23. 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.

24. Any notice to the Owner shall be sent to the address at the top of this Deed or such address as the Owner may notify to the Council in writing.

25. Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Owner shall pay on demand to the Council Interest thereon from the date when the same become due until payments thereof.

26. The Council Ecologist Monitoring Contribution payable under this Deed shall be adjusted in accordance with movements in the Index from the date of this Deed until the date on which each financial contribution falls due to be paid

27. This Deed will be registered as a Local Land Charge by the Council after the date of this Deed and upon written request by the Owner to the Council following all obligations under this Deed having been satisfied or discharged or if Land is released or if this Deed ceases to have effect the

Council will cancel all entries made in the Register of Local Land Charges relating to this Deed.

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned

THE FIRST SCHEDULE

(Section 106 Planning Obligations)

1. PART I - AFFORDABLE HOUSING

1.1. Not to Commence Development until the Affordable Housing Scheme has been submitted to and approved in writing by the Head of Development and to serve the notice of commencement in accordance with clause 3.4

1.2. The Affordable Housing shall not be occupied other than in accordance with the approved Affordable Housing Scheme or such other scheme as may subsequently be approved by the Head of Development **PROVIDED THAT** the provisions set out in this First Schedule to the Deed 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

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

1.2.2. if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of

the Affordable Housing Unit(s) free from the provisions of this First Schedule of the Deed which provisions shall determine absolutely

1.3. Not to Occupy more than 40% of the Market Dwellings unless and until 50% of the Affordable Housing Units has been transferred to the Registered Provider and is ready and available for Occupation

1.4. Not to Occupy more than 90% of the Market Dwellings unless and until all of the Affordable Housing Units have been transferred to the Registered Provider and is ready and available for Occupation

1.5. The Owner covenants to use reasonable endeavours to ensure that construction of the Affordable Housing Units commences promptly and that such construction continues in a timely and efficient manner

1.6 The obligations contained in this First Schedule shall not be binding against:

a) Any person who 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 right including the preserved right to buy) in respect of a particular Affordable Housing Unit; or

(b) Any person who has exercised any statutory right to buy (or any equivalent contractual right including the preserved right to buy) in respect of a particular Affordable Housing Unit; or

(c) Any tenant who has been granted a shared ownership lease and has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire shared ownership unit; or

(d) Purchasers from or successors in title to any of the parties mentioned in subparagraphs (a) to (c) above; or

(e) A chargee or mortgagee of any person referred to in subparagraphs (a) to (d) above.

2 PART II BIODIVERSITY NET GAIN

THE OWNER COVENANTS WITH THE COUNCIL TO;

2.1 Within fourteen (14) Working Days of the completion of the Habitat Works to invite the Council to inspect the Habitat Works; and

2.2 For a period of thirty (30) years from the completion of the Habitat Works to manage and maintain the Habitat Land in accordance with the Habitat Management Plan

2.3 To submit the Monitoring Reports in writing to the Council on Year One, Year Three, Year Five, Year Ten, Year Fifteen, Year Twenty, Year Twenty Five and Year Thirty.

2.4 That if following receipt of the Monitoring Report, the Council have identified arears requiring action in order to complete the biodiversity off-set requirements set out in the Habitat Management Plan the Council will provide a written notice to the Owner setting out the actions required and a timetable for carrying out the identified actions and the Owner will provide an updated Habitat Management Plan which will include a timetable for compliance of the required actions to the Council within twenty eight (28) Working Days of receipt of the notice from the Council of the actions required

2.5 To provide to the Council evidence of compliance with any actions required by the Council in its written response to the Owner on the Monitoring Reports.

2.6 To be responsible for the delivery, management and monitoring the Habitat Land in accordance with the Habitat Management Plan.

2.7 If the Owner fails to either provide the updated Habitat Management Plan and or fails to undertake the remedial actions to the Habitat Site following receipt of the written notice from the Council resulting in additional monitoring of the Habitat Site by the Council the Owner

covenants to pay the Additional Council Ecologist Fee within thirty (30) days of receipt of the request for payment.

2.8 To be responsible for complying with all relevant regulations of the 2021 Act relating to the delivery and management of the Habitat Site.

2.9 To pay the Council the Council Ecologist Monitoring Contribution within fourteen (14) Working Days of Year One, Year Three, Year Five, Year Ten, Year Fifteen, Year Twenty, Year Twenty Five and Year Thirty.

2.10 To allow access to the Habitat Site for the Council to confirm the accuracy of submitted Monitoring Reports on Year One, Year Three, Year Five, Year Ten, Year Fifteen, Year Twenty, Year Twenty-Five and Year Thirty, following the District Council first giving the Owner not less than fourteen (14) days' notice of their intention to do so.

3. PART III GREEN SPACE LAND

3.1 Commencement of Development shall not take place until a plan showing the Green Space Land has been submitted to and approved by the Head of Development in writing in accordance with the Planning Permission.

3.2 Not more than 80 percent of the Market dwellings shall be occupied until the Green Space Land has been laid out and available for use in accordance with the plan approved under clause 3.1 to this Schedule and in accordance with the relevant parts of the Specification to the satisfaction of the Council.

3.3 After the Green Space Land has been laid out in accordance with 3.2 to this Schedule it shall thereafter be maintained by the Owner for the Maintenance Period to the satisfaction of the Council.

3.4 Not earlier than two months prior to the expiry of the Maintenance Period the Owner shall request the Council in writing to inspect the Green Space Land and shall following such inspection carry out such remedial works to the Green Space Land as are required by the Council (including the replacement of any dead or dying trees or shrubs) by the expiration of the Maintenance Period.

3.5 At the expiration of the Maintenance Period the Owner shall submit a proposal to the Head of Development for approval detailing how a Management Company shall be set up to ensure the future maintenance of the Green Space Land.

3.6 Not to occupy the last Market Dwelling until all the requirements of this paragraph 3 to this Schedule have been complied with.

SECOND SCHEDULE

COUNCIL'S COVENANTS

1. The Council hereby covenants with the Owner to use or arrange to be used all contributions received by it from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

2. The Council hereby covenants with the Owner that if it has not applied or made arrangements for the application of all or any part of the contributions received by it from the Owner under the terms of this Deed within ten years from the date of receipt of the same in accordance with this Deed (time being of the essence thereof) then SUBJECT AS HEREINAFTER PROVIDED the contribution concerned or unexpended proportion thereof (as the case may be) shall become repayable on demand to the person who made the payment or its nominee with Interest accrued from the said date of receipt on a daily basis until such sum is paid in full.

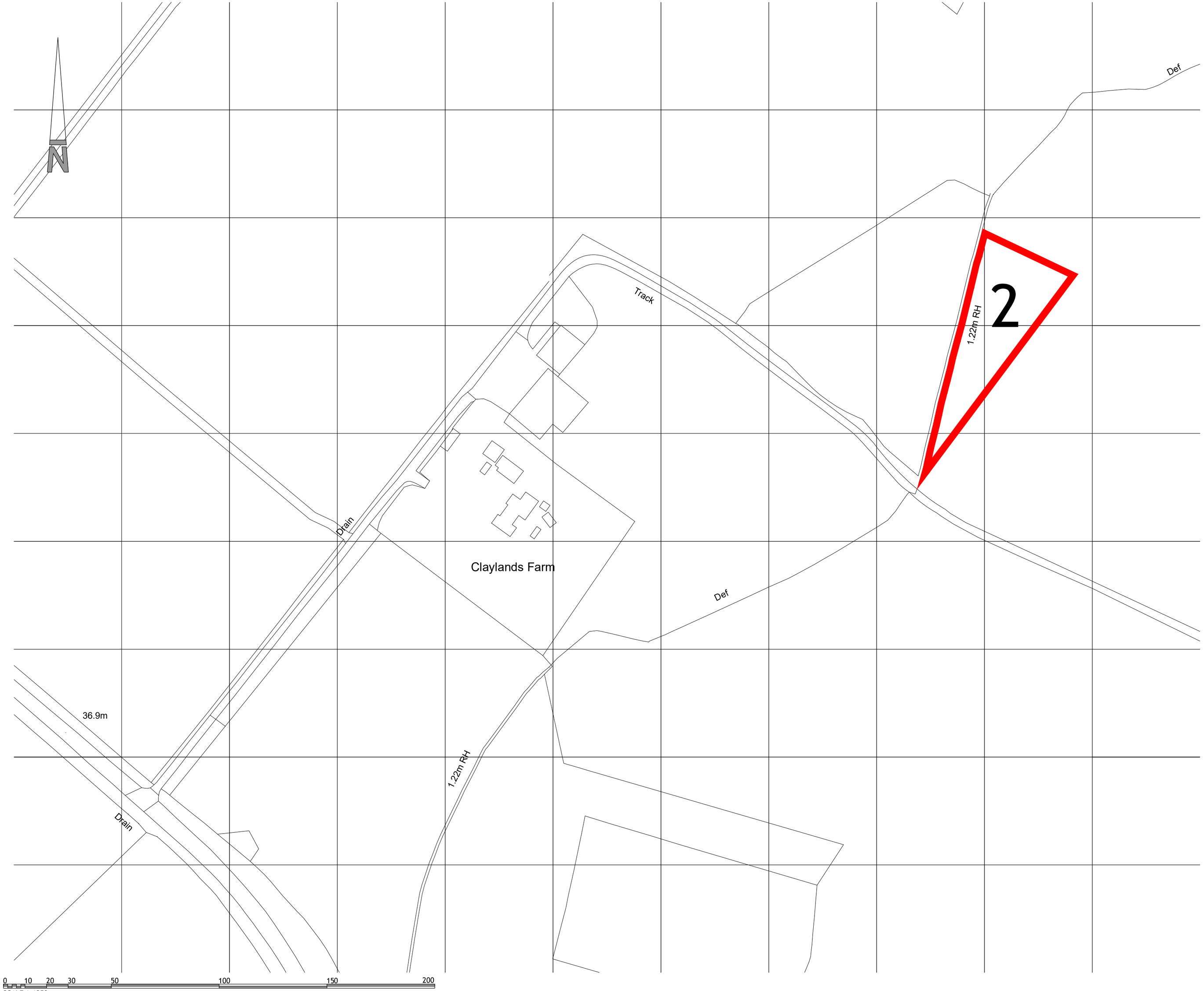
3. The Council hereby further covenants with the Owner that it shall if requested by the Owner use reasonable endeavours to produce to the Owner within twenty eight (28) working days of such request or as soon as practical thereafter a statement of account as to how the contributions received by it from the Owner under the terms of this Deed or any part thereof shall have been applied.

4. Upon receipt of satisfactory evidence from the Owner of the completion of the Habitat Works to issue the Habitat Works Completion Certificate.

5. Following receipt of the Monitoring Reports from the Owner the Council will withing six (6) weeks provide a written response to the Owner with any comments on the Monitoring Reports and/or actions required to be taken by the Owner for the management and monitoring of the Habitat Works in accordance with the Habitat Management Plan.

THIRD SCHEDULE

THE PLANS



NOTES

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Habitat Land Plan

REV	DESCRIPTION	DRN	CHD	DATE

■ PRELIMINARY ☐ INFORMATION ☐ TENDER

☐ CONSTRUCTION ☐ AS BUILT

SCALE	1:1250 @ A2	DATE	10.06.2025
DRAWN	PCS	CHK	JPG
DRAWING NO.	18677/2007	REV	-
TITLE	Bewick Homes BNG Areas		
DETAILS	Claylands Farm		

Woods Hardwick
Architecture | Engineering | Planning | Surveying

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PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS DRAWING

DRAWING LEGEND:

Landscaping:

Denotes Open Space Area Land
= 1905.424 m² / 20,509 sq ft

N

Poplars Farm

38

78

66

53

51a

51

49

36

FILES OF RUBBLE

Geoweb Turning Area

G7

THRAPSTON ROAD

Play Area

Structural Screen Planting to extent of Eastern Boundary

13.5m

0 5 10 15 25 50 75
SCALE 1:500

NOTES

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Green Space Plan

REV	DESCRIPTION	DRN	CHD	DATE
B	Updated to reflect layout changes	JPG	JAL	03.06.2025
A	Updated to reflect layout changes	JPG	JAL	24.04.2025

■ PRELIMINARY ☐ INFORMATION ☐ TENDER
☐ CONSTRUCTION ☐ AS BUILT

SCALE	1:500 @ A2	DATE	JULY 2024
DRAWN	JPG	CHK	JAL
DRAWING NO.	18677 2004	REV	B
TITLE	Land North of Thrapston Road Brampton		
DETAILS	Open Space Area Land Layout		

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Site Plan

REV	DESCRIPTION	DRN	CHD	DATE
■	PRELIMINARY	☐	INFORMATION	☐	TENDER
☐	CONSTRUCTION	☐	AS BUILT		

SCALE	1:1250 @ A3	DATE	JULY 2024
DRAWN	JPG	CHK	JAL
DRAWING NO.	18677 2000	REV	-
TITLE	Land North of Thrapston Road, Brampton		
DETAILS	Location Plan		

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THE COMMON SEAL of

HUNTINGDONSHIRE DISTRICT COUNCIL

was affixed to this Deed in the

presence of

…….

(Authorised Signatory)

EXECUTED as a **DEED** by

BEWICK HOMES LIMITED …….

acting by _____

a Director in the presence of:-

Witness signature:…….

Witness name:…….

Witness address:…….

……

……