
**THE LONDON BOROUGH OF BARNET (WEST HENDON
REGENERATION AREA) COMPULSORY PURCHASE**

ORDER (No 3) 2018

APPENDICES TO STATEMENT OF EVIDENCE – ANDREW DILLON MRTPI

(Planning Major Developments, the London Borough of Barnet)

PLANNING INSPECTORATE REF:

1. ENV/3164290
2. APP/PCU/CPOH/N5090/3218378

Date: 8 July2019

APPENDIX 1 – SUMMARY TABLE OF SECTION 106 OBLIGATIONS

Legal Ref:	Principal Deed	Developers:	
DC Ref:	H/01054/13	Barratt Metropolitan LLP	
Address:	West Hendon Estate West Hendon London NW9	Mr Ben Ford	
		James Warner	
Ward:	West Hendon	Application Status:	
Date Signed:	19/11/13	Not Started	

Proposal/Description:

Hybrid planning application for the demolition and redevelopment of the West Hendon Estate to accommodate up to 2000 residential units, a new 2 form entry primary school, community building and commercial uses and associated open space and infrastructure comprising: Outline submission for the demolition of existing buildings and the construction of up to 1642 new residential units (Class C3); up to 3,870m² (GEA) of D1 Class floorspace comprising nursery and primary school and community centre uses and up to 1,635m² (GEA) Class A1/A2/A3/A4/A5/B1 floorspace, within buildings ranging from 2 to 29 stories, associated cycle and car parking provision including basement level parking, landscaping and public realm works, interim works, associated highway works, and two pedestrian bridges across the Welsh Harp., Full planning submission (Phase 3 Blocks G1, G2, E1, E2, E3, E4) for the construction of 358 new residential units (Class C3), and 131m² (GEA) Class A1/A2/A3/A4/A5/B1 floorspace, within buildings ranging from 5 to 26 stories, cycle and car parking provision including basement level parking, associated landscaping

Planning Obligations:

Type	Details	Trigger	Value	Paid	Discharged
Education Contribution General	<p>3. Education Contribution</p> <p>3.1. The Developer shall pay to the Council the Education Contribution for the provision of the Education Facilities in six instalments as follows:-</p> <p>3.1.1 the sum of THREE HUNDRED AND SEVENTY SEVEN THOUSAND SEVEN HUNDRED AND FORTY FOUR POUNDS (£377,744.00) Index Linked prior to the date on which any Residential Units in Phase 3a are Occupied</p> <p>Definition:</p> <p>Education Contribution means the total sum of FIVE MILLION TWO HUNDRED AND EIGHTY SIX THOUSAND AND FORTY THREE POUNDS (£5,286,043.00) Index-Linked for the provision of Education Facilities to be paid in accordance with Schedule C</p>	prior to the date on which any Residential Units in Phase 3a are Occupied	404,725.71	404,725.71	

Education Contribution General	Education Contribution 3.1.2 the sum of ONE HUNDRED AND FIVE THOUSAND SEVEN HUNDRED AND TWENTY ONE POUNDS (£105,721) Index Linked prior to the date on which any Residential Units in Phase 3b are Occupied Definition: Education Contribution means the total sum of FIVE MILLION TWO HUNDRED AND EIGHTY SIX THOUSAND AND FORTY THREE POUNDS (£5,286,043.00) Index-Linked for the provision of Education Facilities to be paid in accordance with Schedule C	prior to the date on which any Residential Units in Phase 3b are Occupied	105,721.00	139,924.85	30/10/2018
Education Contribution General	Education Contribution 3.1.3 the sum of ONE MILLION TWO HUNDRED AND EIGHTEEN THOUSAND FIVE HUNDRED AND THIRTY FIVE POUNDS ((£1,218,535.00) Index Linked prior to the date on which any Residential Units in Phase 3c are Occupied Definition: Education Contribution means the total sum of FIVE MILLION TWO HUNDRED AND EIGHTY SIX THOUSAND AND FORTY THREE POUNDS (£5,286,043.00) Index-Linked for the provision of Education Facilities to be paid in accordance with Schedule C	prior to the date on which any Residential Units in Phase 3c are Occupied	1,218,535.00	1,585,625.04	03/04/2018
Education Contribution General	Education Contribution 3.1.4 the sum of ONE MILLION ONE HUNDRED AND SEVENTEEN THOUSAND TWO HUNDRED AND FIFTY FIVE POUNDS (£1,117,255.00) Index Linked prior to the date on which any Residential Units in Phase 4 are Occupied Definition: Education Contribution means the total sum of FIVE MILLION TWO HUNDRED AND EIGHTY SIX THOUSAND AND FORTY THREE POUNDS (£5,286,043.00) Index-Linked for the provision of Education Facilities to be paid in accordance with Schedule C	prior to the date on which any Residential Units in Phase 4 are Occupied	1,117,255.00	0.00	
Education Contribution General	Education Contribution 3.1.5 the sum of ONE MILLION FIFTY ONE THOUSAND FIVE HUNDRED AND THIRTY FOUR POUNDS (£1,051,534.00) Index Linked prior to the date on which any Residential Units in Phase 5 are Occupied Definition:	prior to the date on which any Residential Units in Phase 5 are Occupied	1,051,534.00	0.00	

Education Contribution General	<p>Education Contribution</p> <p>3.1.6 the sum of ONE MILLION FOUR HUNDRED AND FIFTEEN THOUSAND TWO HUNDRED AND FIFTY FOUR POUNDS (£1,415,254.00) Index Linked prior to the date on which any Residential Units within Phase 6 are Occupied</p> <p>Definition:</p>	prior to the date on which any Residential Units within Phase 6 are Occupied	1,415,254.00	0.00	
Public Transport Contribution	<p>Public Transport</p> <p>6. The Developer shall pay the Bus Service Capacity Contribution to the Council prior to Occupation of the final Residential Unit in Phase 3c of the Development</p> <p>Definition:</p> <p>Bus Service Capacity Contribution means the sum of FOUR HUNDRED AND FIFTY THOUSAND POUNDS (£450,000.00) Index Linked which is required by Transport for London to cover the cost of an additional bus service in the am peak period for five years and payable in accordance with paragraph 6 of Schedule D of this Deed</p>	prior to Occupation of the final Residential Unit in Phase 3c of the Development	450,000.00	507,298.69	30/10/2018
Highways CPZ Review Contribution	<p>CPZ Contributions</p> <p>13. The Developer shall pay the CPZ Review Contribution to the Council in instalments as follows:-</p> <p>13.1. the sum of (SIX THOUSAND POUNDS) (£6,000.00) Index Linked prior to Commencement of Phase 3a to be used by the Council for the carrying out of baseline surveys of parking demand in the vicinity of the Land</p> <p>Definition:</p> <p>CPZ Review Contribution means the sum of ONE HUNDRED AND TWENTY SIX THOUSAND POUNDS (£126,000.00) Index Linked which is to be paid by the Developer as a contribution</p>	prior to Commencement of Phase 3a	6,000.00	6,000.00	
Highways CPZ Review Contribution	<p>CPZ Contributions</p> <p>13.2. the following further instalments of the CPZ Review Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied:-</p> <p>Phase 3a THIRTY THOUSAND POUNDS (£30,000.00)</p> <p>Definition:</p> <p>CPZ Review Contribution means the sum of ONE HUNDRED AND TWENTY SIX THOUSAND POUNDS (£126,000.00) Index Linked which is to be paid by the Developer as a contribution</p>	prior to occupation of Phase 3a	30,547.40	30,547.40	

Highways CPZ Review Contribution	<p>CPZ Contributions</p> <p>13.2. the following further instalments of the CPZ Review Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied:-</p> <p>Phase 4 THIRTY THOUSAND POUNDS (£30,000.00)</p> <p>Definition:</p> <p>CPZ Review Contribution means the sum of ONE HUNDRED AND TWENTY SIX THOUSAND POUNDS (£126,000.00) Index Linked which is to be paid by the Developer as a contribution</p>	prior to occupation of Phase 4	30,000.00	0.00	
Highways CPZ Review Contribution	<p>CPZ Contributions</p> <p>13.2. the following further instalments of the CPZ Review Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied:-</p> <p>Phase 5 THIRTY THOUSAND POUNDS (£30,000.00)</p> <p>Definition:</p> <p>CPZ Review Contribution means the sum of ONE HUNDRED AND TWENTY SIX THOUSAND POUNDS (£126,000.00) Index Linked which is to be paid by the Developer as a contribution</p>	prior to occupation of Phase 5	30,000.00	0.00	
Highways CPZ Review Contribution	<p>CPZ Contributions</p> <p>13.2. the following further instalments of the CPZ Review Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied:-</p> <p>Phase 6 THIRTY THOUSAND POUNDS (£30,000.00)</p> <p>Definition:</p> <p>CPZ Review Contribution means the sum of ONE HUNDRED AND TWENTY SIX THOUSAND POUNDS (£126,000.00) Index Linked which is to be paid by the Developer as a contribution</p>	prior to occupation of Phase 6	30,000.00	0.00	

<p>Highways CPZ Review Contribution</p>	<p>CPZ Contributions 15. In the event that a CPZ Review for a Phase carried out by the Council shows a significant adverse impact on public highways in the vicinity of the Development the Council shall submit to the Developer a report identifying the measures it considers to be reasonably necessary to mitigate such impact and the amount of the CPZ Implementation Contribution required to carry out the identified mitigation measures 16. Within 20 Working Days after the date of receipt of any report from the Council pursuant to paragraph 15 of this Schedule F to this Deed the Developer shall pay to the Council the identified amount of the CPZ Implementation Contribution for the relevant Phase PROVIDED ALWAYS THAT the total CPZ Implementation Contribution to be paid by the Developer for mitigating the impacts identified in any CPZ Review report submitted by the Council pursuant to paragraph 14 of this Schedule D to this Deed shall not exceed EIGHTY FIVE THOUSAND POUNDS (£85,000.00) Definition: CPZ Implementation Contribution means an amount up to a maximum sum of EIGHTY FIVE THOUSAND POUNDS (£85,000.00) Index Linked which is to be paid by the Developer towards implementation of mitigation measures (if any) reasonably</p>	<p>20 Working Days after the date of receipt of any report from the Council</p>	<p>85,000.00</p>	<p>0.00</p>	
<p>Highways Permit Exemptions Contribution</p>	<p>Traffic Order and Signage Contributions 18. The Developer shall pay to the Council the Traffic Order Contribution in six equal instalments as follows:- 18.1 the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) prior to Commencement of Phase 3a; Definition: Signage Contribution means the sum of THIRTY SEVEN THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£37,675.00) Index Linked required by Transport for London for the installation of "Legible London" wayfinding signage within the Development and its immediate environs as a direct consequence</p>	<p>prior to Commencement of Phase 3a</p>	<p>2,500.00</p>	<p>2,500.00</p>	

Highways Permit Exemptions Contribution	<p>Traffic Order and Signage Contributions</p> <p>18. The Developer shall pay to the Council the Traffic Order Contribution in six equal instalments as follows:-</p> <p>8.2 the sum of TWO THOUSAND FIVE HUNDRED POUNDS (2,500.00) prior to Commencement of Phase 3b;</p> <p>Definition:</p> <p>Traffic Order Contribution means the sum of FIFTEEN THOUSAND POUNDS (£15,000.00) Index Linked towards the review and amendments by the Council of:-</p> <p>(a) controlled parking zones operating within or close to the Development; and</p> <p>(b) traffic orders in place within or close to the Development</p> <p>which are required as a direct consequence of the Development such amendments to controlled parking zones and traffic orders to be installed commensurate with the completion of each relevant Phase</p> <p>Signage Contribution means the sum of THIRTY SEVEN THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£37,675.00) Index Linked required by Transport for London for the installation of "Legible London" wayfinding signage within the Development and its immediate environs as a direct consequence</p>	prior to Commencement of Phase 3b	2,573.38	2,573.38
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<p>Highways CPZ Review Contribution</p>	<p>Traffic Order and Signage Contributions 18. The Developer shall pay to the Council the Traffic Order Contribution in six equal instalments as follows:- 18.3 the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) prior to Commencement of Phase 3c; Definition: Traffic Order Contribution means the sum of FIFTEEN THOUSAND POUNDS (£15,000.00) Index Linked towards the review and amendments by the Council of:- (a) controlled parking zones operating within or close to the Development; and (b) traffic orders in place within or close to the Development which are required as a direct consequence of the Development such amendments to controlled parking zones and traffic orders to be installed commensurate with the completion of each relevant Phase Signage Contribution means the sum of THIRTY SEVEN THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£37,675.00) Index Linked required by Transport for London for the installation of "Legible London" wayfinding signage within the Development and its immediate environs as a direct consequence</p>	<p>prior to Commencement of Phase 3c</p>	<p>2,573.38</p>	<p>2,573.38</p>	
<p>Highways Works Contribution</p>	<p>Traffic Order and Signage Contributions 18. The Developer shall pay to the Council the Traffic Order Contribution in six equal instalments as follows:- 18.4 the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) prior to Occupation of any Residential Unit in Phase 4 of the Development; Definition: Signage Contribution means the sum of THIRTY SEVEN THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£37,675.00) Index Linked required by Transport for London for the installation of "Legible London" wayfinding signage within the Development and its immediate environs as a direct consequence</p>	<p>prior to Occupation of any Residential Unit in Phase 4 of the Development</p>	<p>2,500.00</p>	<p>0.00</p>	

Highways Works Contribution	<p>Traffic Order and Signage Contributions</p> <p>18. The Developer shall pay to the Council the Traffic Order Contribution in six equal instalments as follows:-</p> <p>18.5 the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) prior to Occupation of any Residential Unit in Phase 5 of the Development</p> <p>Definition:</p> <p>Signage Contribution means the sum of THIRTY SEVEN THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£37,675.00) Index Linked required by Transport for London for the installation of "Legible London" wayfinding signage within the Development and its immediate environs as a direct consequence</p>	prior to Occupation of any Residential Unit in Phase 5 of the Development	2,500.00	0.00	
Highways Works Contribution	<p>Traffic Order and Signage Contributions</p> <p>18. The Developer shall pay to the Council the Traffic Order Contribution in six equal instalments as follows:-</p> <p>18.6 the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) prior to Occupation of any Residential Unit in Phase 6 of the Development</p> <p>Definition:</p> <p>Signage Contribution means the sum of THIRTY SEVEN THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£37,675.00) Index Linked required by Transport for London for the installation of "Legible London" wayfinding signage within the Development and its immediate environs as a direct consequence</p>	prior to Occupation of any Residential Unit in Phase 6 of the Development	2,500.00	0.00	
Public Transport Contribution	<p>Public Transport</p> <p>9. In the event that the Bus Journey Time Assessment shows that an additional bus service is required to maintain reasonable bus journey times (as agreed in consultation with Transport for London) the Developer shall pay the Bus Service Impact Contribution to the Council prior to commencement of the Major Highway Works</p> <p>Definition:</p> <p>Bus Service Impact Contribution means the sum of up to FOUR HUNDRED AND FIFTY THOUSAND POUNDS (£450,000.00) Index Linked which is to be paid by the Developer if the Bus Journey Time Assessment shows that additional bus services are required to maintain bus journey reliability arising from the</p>	prior to commencement of the Major Highway Works	0.01	0.00	

Highways Works Contribution	<p>Traffic Order and Signage Contributions</p> <p>20. The Developer shall pay to the Council the Signage Contribution prior to Occupation of 1058 Residential Units</p> <p>Definition:</p> <p>Signage Contribution means the sum of THIRTY SEVEN THOUSAND SIX HUNDRED AND SEVENTY FIVE POUNDS (£37,675.00) Index Linked required by Transport for London for the installation of "Legible London" wayfinding signage within the Development and its immediate environs as a direct</p>	prior to Occupation of 1058 Residential Units	37,675.00	0.00
Employment and Skills Contribution	<p>Employment and Training Contribution</p> <p>1. The Developer shall pay the Employment and Training Contribution to the Council calculated on a Phase by Phase basis and payable as follows:-</p> <p>1.1 the sum of ONE HUNDRED AND FOURTEEN THOUSAND ONE HUNDRED AND FORTY POUNDS (£114,140.00) Index Linked prior to Commencement of Phase 3a;</p> <p>Definition:</p> <p>Employment and Training Contribution means the sum of FIVE HUNDRED AND NINETEEN THOUSAND POUNDS (£519,000.00) Index Linked to be applied by the Council towards delivery of skills training enterprise and employment opportunities in connection with the Development including funding of the Skills Development Co-ordinator and payable in accordance with</p>	prior to Commencement of Phase 3a	114,140.00	114,140.00
Employment and Skills Contribution	<p>Employment and Training Contribution</p> <p>1. The Developer shall pay the Employment and Training Contribution to the Council calculated on a Phase by Phase basis and payable as follows:-</p> <p>1.2 the sum of FIFTY SEVEN THOUSAND AND SEVENTY POUNDS (£57,070.00) Index Linked prior to Occupation of the first Residential Unit in Phase 3A;</p> <p>Definition:</p> <p>Employment and Training Contribution means the sum of FIVE HUNDRED AND NINETEEN THOUSAND POUNDS (£519,000.00) Index Linked to be applied by the Council towards delivery of skills training enterprise and employment opportunities in connection with the Development including funding of the Skills Development Co-ordinator and payable in accordance with</p>	prior to Occupation of the first Residential Unit in Phase 3A	58,111.35	58,111.35

<p>Employment and Skills Contribution</p>	<p>Employment and Training Contribution 1. The Developer shall pay the Employment and Training Contribution to the Council calculated on a Phase by Phase basis and payable as follows:- 1.3 the sum of One Hundred and Forty Thousand One Hundred and Fifty Four Pounds (£140,154.00) Index Linked prior to Commencement of Phase 4; Definition: Employment and Training Contribution means the sum of FIVE HUNDRED AND NINETEEN THOUSAND POUNDS (£519,000.00) Index Linked to be applied by the Council towards delivery of skills training enterprise and employment opportunities in connection with the Development including funding of the Skills Development Co-ordinator and payable in accordance with</p>	<p>prior to Commencement of Phase 4</p>	<p>140,154.00</p>	<p>157,999.87</p>	<p>30/10/2018</p>
<p>Employment and Skills Contribution</p>	<p>Employment and Training Contribution 1. The Developer shall pay the Employment and Training Contribution to the Council calculated on a Phase by Phase basis and payable as follows:- 1.4 the sum of Seventy Two Thousand Six Hundred and Seventy Three Pounds (£72,673.00) Index Linked prior to Commencement of Phase 5 Definition: Employment and Training Contribution means the sum of FIVE HUNDRED AND NINETEEN THOUSAND POUNDS (£519,000.00) Index Linked to be applied by the Council towards delivery of skills training enterprise and employment opportunities in connection with the Development including funding of the Skills Development Co-ordinator and payable in accordance with</p>	<p>prior to Commencement of Phase 5</p>	<p>72,673.00</p>	<p>0.00</p>	

Employment and Skills Contribution	<p>Employment and Training Contribution</p> <p>1. The Developer shall pay the Employment and Training Contribution to the Council calculated on a Phase by Phase basis and payable as follows:-</p> <p>1.5 the sum of One Hundred and Thirty Four Thousand Nine Hundred and Sixty Three Pounds (£134,963.00) Index Linked prior to Commencement of Phase 6</p> <p>Definition: Employment and Training Contribution means the sum of FIVE HUNDRED AND NINETEEN THOUSAND POUNDS (£519,000.00) Index Linked to be applied by the Council towards delivery of skills training enterprise and employment opportunities in connection with the Development including funding of the Skills Development Co-ordinator and payable in accordance with</p>	prior to Commencement of Phase 6	134,963.00	0.00	
Open Space Contribution	<p>Leisure and Recreation Contribution</p> <p>1. The Developer shall pay to the Council the Leisure and Recreation Contribution in instalments in respect of each Phase as specified in the first column of the table below and shall not permit more than the number of Residential Units in each Phase shown in the second column of the table to be Occupied until the specified instalment of the Leisure and Recreation Contribution for that Phase shown in the third column has been paid to the Council:-</p> <p>Phase 3a (Number of Residential Units 107) THREE HUNDRED AND FIFTY THOUSAND POUNDS (£350,000.00</p> <p>2. 2. The Council shall use the Leisure and Recreation Contribution to provide or enhance sports and recreation and open space facilities:- (a) as a first priority within or adjacent to:- (i) the Welsh Harp Reservoir; (ii) Woodfield Park; or (iii) West Hendon Playing Fields; and (b) otherwise within a 2 mile radius of the Land</p> <p>Definition: Leisure and Recreation Contribution" means the sum of NINE HUNDRED AND SEVENTY NINE THOUSAND POUNDS (£979,000.00) Index-Linked to be paid by the Developer towards the provision of and/or improvements to sports recreational and open space facilities within the priority areas specified in paragraph 2 of Schedule G to this Deed and payable in</p>	Phase 3a (Number of Residential Units 107)	356,386.35	356,386.35	

Open Space Contribution	<p>Leisure and Recreation Contribution</p> <p>1.The Developer shall pay to the Council the Leisure and Recreation Contribution in instalments in respect of each Phase as specified in the first column of the table below and shall not permit more than the number of Residential Units in each Phase shown in the second column of the table to be Occupied until the specified instalment of the Leisure and Recreation Contribution for that Phase shown in the third column has been paid to the Council:-</p> <p>Phase 3c (Number of Residential Units 659) FIFTY THOUSAND POUNDS (£50,000)</p> <p>2.The Council shall use the Leisure and Recreation Contribution to provide or enhance sports and recreation and open space facilities:- (a) as a first priority within or adjacent to:- (i) the Welsh Harp Reservoir; (ii) Woodfield Park; or (iii) West Hendon Playing Fields; and (b) otherwise within a 2 mile radius of the Land Definition:</p> <p>Leisure and Recreation Contribution" means the sum of NINE HUNDRED AND SEVENTY NINE THOUSAND POUNDS (£979,000.00) Index-Linked to be paid by the Developer towards the provision of and/or improvements to sports recreational and open space facilities within the priority areas specified in paragraph 2 of Schedule G to this Deed and payable in</p>	Phase 3c (Number of Residential Units 659	50,000.00	54,740.18	03/04/2018
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Open Space Contribution	<p>Leisure and Recreation Contribution</p> <p>1.The Developer shall pay to the Council the Leisure and Recreation Contribution in instalments in respect of each Phase as specified in the first column of the table below and shall not permit more than the number of Residential Units in each Phase shown in the second column of the table to be Occupied until the specified instalment of the Leisure and Recreation Contribution for that Phase shown in the third column has been paid to the Council:-</p> <p>Phase 4 (Number of Residential Units 928) TWO HUNDRED AND THIRTY ONE THOUSAND SIX HUNDRED POUNDS (£231,600.00)</p> <p>2.The Council shall use the Leisure and Recreation Contribution to provide or enhance sports and recreation and open space facilities:- (a) as a first priority within or adjacent to:- (i) the Welsh Harp Reservoir; (ii) Woodfield Park; or (iii) West Hendon Playing Fields; and (b) otherwise within a 2 mile radius of the Land</p> <p>Definition: Leisure and Recreation Contribution" means the sum of NINE HUNDRED AND SEVENTY NINE THOUSAND POUNDS (£979,000.00) Index-Linked to be paid by the Developer towards the provision of and/or improvements to sports recreational and open space facilities within the priority areas specified in paragraph 2 of Schedule G to this Deed and payable in</p>	Phase 4 (Number of Residential Units 928)	231,600.00	0.00
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Open Space Contribution	<p>Leisure and Recreation Contribution</p> <p>1.The Developer shall pay to the Council the Leisure and Recreation Contribution in instalments in respect of each Phase as specified in the first column of the table below and shall not permit more than the number of Residential Units in each Phase shown in the second column of the table to be Occupied until the specified instalment of the Leisure and Recreation Contribution for that Phase shown in the third column has been paid to the Council:-</p> <p>Phase 5 (Number of Residential Units 1341) ONE HUNDRED AND TWENTY SEVEN THOUSAND THREE HUNDRED AND EIGHTY POUNDS (£127,380.00)</p> <p>2.The Council shall use the Leisure and Recreation Contribution to provide or enhance sports and recreation and open space facilities:- (a) as a first priority within or adjacent to:- (i) the Welsh Harp Reservoir; (ii) Woodfield Park; or (iii) West Hendon Playing Fields; and (b) otherwise within a 2 mile radius of the Land Definition:</p> <p>Leisure and Recreation Contribution" means the sum of NINE HUNDRED AND SEVENTY NINE THOUSAND POUNDS (£979,000.00) Index-Linked to be paid by the Developer towards the provision of and/or improvements to sports recreational and open space facilities within the priority areas specified in paragraph 2 of Schedule G to this Deed and payable in</p>	Phase 5 (Number of Residential Units 1341)	127,380.00	0.00	
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Open Space Contribution	<p>Leisure and Recreation Contribution</p> <p>1.The Developer shall pay to the Council the Leisure and Recreation Contribution in instalments in respect of each Phase as specified in the first column of the table below and shall not permit more than the number of Residential Units in each Phase shown in the second column of the table to be Occupied until the specified instalment of the Leisure and Recreation Contribution for that Phase shown in the third column has been paid to the Council:-</p> <p>Phase 6 (Number of Residential Units 1742) TWO HUNDRED AND TWENTY THOUSAND AND TWENTY POUNDS (£220,020.00)</p> <p>2.The Council shall use the Leisure and Recreation Contribution to provide or enhance sports and recreation and open space facilities:- (a) as a first priority within or adjacent to:- (i) the Welsh Harp Reservoir; (ii) Woodfield Park; or (iii) West Hendon Playing Fields; and (b) otherwise within a 2 mile radius of the Land</p> <p>Definition: Leisure and Recreation Contribution" means the sum of NINE HUNDRED AND SEVENTY NINE THOUSAND POUNDS (£979,000.00) Index-Linked to be paid by the Developer towards the provision of and/or improvements to sports recreational and open space facilities within the priority areas specified in paragraph 2 of Schedule G to this Deed and payable in</p>	Phase 6 (Number of Residential Units 1742	220,020.00	0.00	
Community Facilities Contribution	<p>Community Centre</p> <p>1. The Developer shall pay the New Community Centre Contribution to the Council within six months after the date of Commencement of Phase 5</p> <p>Definition: "New Community Centre Contribution" means the sum of ONE MILLION TWO HUNDRED AND EIGHTY FOUR THOUSAND FIVE HUNDRED AND NINETY SIX POUNDS (£1,284,596.00) Index Linked to be paid by the Developer to the Council towards the provision of the New Community Centre in accordance with</p>	within six months after the date of Commencement of Phase 5	1,284,596.00	0.00	

Highways Works Provision	<p>Cool Oak Lane Pedestrian and Cycle Bridge 2.8. in the event that the Council agrees to adopt the Cool Oak Lane Pedestrian and Cycle Bridge the Developer shall:- 2.8.1 pay to the Council the amount of the Bridge Commuted Sum agreed by the Council and the Developer for the Cool Oak Lane Pedestrian and Cycle Bridge within twenty Working Days; and 2.8.2 the Council shall forthwith adopt the Cool Oak Lane Pedestrian and Cycle Bridge as a highway maintainable at the public expense PROVIDED ALWAYS THAT:- (i) in the event that the Council does not agree to adopt the Cool Oak Lane Pedestrian and Cycle Bridge the Developer shall continue to maintain the said bridge at its own expense; and (ii) the Developer shall from time to time thereafter be entitled to serve one or more Bridge Adoption Notices on the Council and the process in Paragraphs 2.7 and 2.8 of this Schedule H to this Deed</p>		0.01	0.00	
Highways Works Provision	<p>Silk Stream Pedestrian Bridge 6.8. in the event that the Council agrees to adopt the Silk Stream Bridge the Developer shall:- 6.8.1 pay to the Council the Bridge Commuted Sum agreed by the Council and the Developer for the Silk Stream Bridge within twenty Working Days; and 6.8.2 the Council shall forthwith adopt the Silk Stream Bridge as a highway maintainable at the public expense PROVIDED ALWAYS THAT:- (i)in the event that the Council does not agree to adopt the Silk Stream Bridge the Developer shall continue to maintain the said bridge at its own expense; and (ii) the Developer shall from time to time thereafter be entitled to serve one or more Bridge Adoption Notices on the Council and the process in Paragraphs 6.7 and 6.8 of this Schedule H to this Deed shall be utilised Definition: Bridge Commuted Sum" means a sum to be paid by the Developer to the Council towards future maintenance of the Cool Oak Lane Pedestrian and Cycle Bridge and/or the Silk Stream Bridge which is to be calculated in accordance with the current County Surveyors Society guidance document titled "Commutated sums for maintaining Infrastructure Assets" or such other local or national guidance agreed by the Council and the Developer at the time the Cool Oak Lane Pedestrian and Cycle Bridge and the Silk Stream Bridge are offered to the Council for adoption pursuant to</p>		0.01	0.00	

<p>Travel Plan Monitoring Contribution</p>	<p>Travel Plan 1. Travel Plan Monitoring Contribution 1.1 The Developer shall pay to the Council the instalment of the Travel Plan Monitoring Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied:</p> <p>Amount of Travel Plan Monitoring Contribution (Index Linked) Phase 3a TEN THOUSAND POUNDS (£10,000.00) Definition: Travel Plan Monitoring Contribution means the sum of FORTY FIVE THOUSAND POUNDS (£45,000.00) Index-Linked towards the Council's costs of monitoring the implementation and progress of the travel plans required to be submitted pursuant to the relevant Planning Conditions and payable in accordance with Paragraph 1</p>	<p>prior to the date on which the first Residential Unit within Phase 3a</p>	<p>10,182.47</p>	<p>10,182.47</p>	
<p>Travel Plan Monitoring Contribution</p>	<p>1. Travel Plan Monitoring Contribution 1.1 The Developer shall pay to the Council the instalment of the Travel Plan Monitoring Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied Amount of Travel Plan Monitoring Contribution (Index Linked) Phase 4 TEN THOUSAND POUNDS (£10,000.00) Definition: Travel Plan Monitoring Contribution means the sum of FORTY FIVE THOUSAND POUNDS (£45,000.00) Index-Linked towards the Council's costs of monitoring the implementation and progress of the travel plans required to be submitted pursuant to the relevant Planning Conditions and payable in accordance with</p>	<p>prior to the date on which the first Residential Unit within Phase 4</p>	<p>10,000.00</p>	<p>0.00</p>	

<p>Travel Plan Monitoring Contribution</p>	<p>1. Travel Plan Monitoring Contribution 1.1 The Developer shall pay to the Council the instalment of the Travel Plan Monitoring Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied</p> <p>Amount of Travel Plan Monitoring Contribution (Index Linked Phase 5 TEN THOUSAND POUNDS (£10,000.00)) Definition: Travel Plan Monitoring Contribution means the sum of FORTY FIVE THOUSAND POUNDS (£45,000.00) Index-Linked towards the Council's costs of monitoring the implementation and progress of the travel plans required to be submitted pursuant to the relevant Planning Conditions and payable in accordance with Paragraph 1</p>	<p>prior to the date on which the first Residential Unit within Phase 5</p>	<p>10,000.00</p>	<p>0.00</p>	
<p>Travel Plan Monitoring Contribution</p>	<p>1. Travel Plan Monitoring Contribution 1.1 The Developer shall pay to the Council the instalment of the Travel Plan Monitoring Contribution set out in the second column of the table below prior to the date on which the first Residential Unit within each of the Phases specified in the first column of the table below is Occupied</p> <p>Amount of Travel Plan Monitoring Contribution (Index Linked Phase 6 FIFTEEN THOUSAND POUNDS (£15,000.00)) Definition: Travel Plan Monitoring Contribution means the sum of FORTY FIVE THOUSAND POUNDS (£45,000.00) Index-Linked towards the Council's costs of monitoring the implementation and progress of the travel plans required to be submitted pursuant to the relevant Planning Conditions and payable in accordance with Paragraph 1</p>	<p>prior to the date on which the first Residential Unit within Phase 6</p>	<p>15,000.00</p>	<p>0.00</p>	

Biodiversity Contribution	<p>SSSI Mitigation</p> <p>1. The Developer shall pay to the Council the first instalment of FIFTY THOUSAND POUNDS (£50,000.00) of the SSSI Mitigation Contribution prior to Commencement of Phase 3a</p> <p>Definition: "SSSI Mitigation Contribution" means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) of which up to 60% is to be used by the Council towards funding of the SSSI Warden and the balance towards improvements and mitigation works to the SSSI required as a consequence of the direct impact of the</p>	prior to Commencement of Phase 3a	50,000.00	50,000.00	
Biodiversity Contribution	<p>2. The Developer shall pay to the Council the following further instalments of the SSSI Mitigation Contribution as set out in the second column of the table below prior to the date on which any Residential Unit within each Phase specified in the first column of the table below is Occupied</p> <p>Amount of SSSI Mitigation Contribution (Index Linked) Phase 3a FIFTY THOUSAND POUNDS (£50,000.00)</p> <p>Definition: "SSSI Mitigation Contribution" means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) of which up to 60% is to be used by the Council towards funding of the SSSI Warden and the balance towards improvements and mitigation works to the SSSI required as a consequence of the direct impact of the</p>	prior to the date on which any Residential Unit within each Phase is occupied	50,912.34	50,912.34	
Biodiversity Contribution	<p>SSSI Mitigation Contribution</p> <p>2. The Developer shall pay to the Council the following further instalments of the SSSI Mitigation Contribution as set out in the second column of the table below prior to the date on which any Residential Unit within each Phase specified in the first column of the table below is Occupied</p> <p>Amount of SSSI Mitigation Contribution (Index Linked) Phase 3b FIFTY THOUSAND POUNDS (£50,000.00)</p> <p>Definition: "SSSI Mitigation Contribution" means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) of which up to 60% is to be used by the Council towards funding of the SSSI Warden and the balance towards improvements and mitigation works to the SSSI required as a consequence of the direct impact of the</p>	prior to the date on which any Residential Unit within each Phase is occupied	50,000.00	56,366.52	30/10/2018

Biodiversity Contribution	<p>2. The Developer shall pay to the Council the following further instalments of the SSSI Mitigation Contribution as set out in the second column of the table below prior to the date on which any Residential Unit within each Phase specified in the first column of the table below is Occupied</p> <p>Amount of SSSI Mitigation Contribution (Index Linked) Phase 3c FIFTY THOUSAND POUNDS (£50,000.00) Definition: "SSSI Mitigation Contribution" means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) of which up to 60% is to be used by the Council towards funding of the SSSI Warden and the balance towards improvements and mitigation works to the SSSI required as a consequence of the direct impact of the</p>	prior to the date on which any Residential Unit within each Phase occupied	50,000.00	54,740.18	03/04/2018
Biodiversity Contribution	<p>SSSI Mitigation Contribution</p> <p>2. The Developer shall pay to the Council the following further instalments of the SSSI Mitigation Contribution as set out in the second column of the table below prior to the date on which any Residential Unit within each Phase specified in the first column of the table below is Occupied</p> <p>Amount of SSSI Mitigation Contribution (Index Linked) Phase 4 ONE HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£125,000.00) Definition: "SSSI Mitigation Contribution" means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) of which up to 60% is to be used by the Council towards funding of the SSSI Warden and the balance towards improvements and mitigation works to the SSSI required as a consequence of the direct impact of the</p>	prior to the date on which any Residential Unit within each Phase is occupied	125,000.00	0.00	

Biodiversity Contribution	<p>SSSI Mitigation Contribution 2. The Developer shall pay to the Council the following further instalments of the SSSI Mitigation Contribution as set out in the second column of the table below prior to the date on which any Residential Unit within each Phase specified in the first column of the table below is Occupied</p> <p>Amount of SSSI Mitigation Contribution (Index Linked) Phase 5 ONE HUNDRED THOUSAND POUNDS (£100,000.00) Definition: "SSSI Mitigation Contribution" means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) of which up to 60% is to be used by the Council towards funding of the SSSI Warden and the balance towards improvements and mitigation works to the SSSI required as a consequence of the direct impact of the</p>	prior to the date on which any Residential Unit within each Phase is occupied	100,000.00	0.00	
Biodiversity Contribution	<p>SSSI Mitigation Contribution 2. The Developer shall pay to the Council the following further instalments of the SSSI Mitigation Contribution as set out in the second column of the table below prior to the date on which any Residential Unit within each Phase specified in the first column of the table below is Occupied</p> <p>Amount of SSSI Mitigation Contribution (Index Linked) Phase 6 SEVENTY FIVE THOUSAND POUNDS (£75,000.00) Definition: "SSSI Mitigation Contribution" means the sum of FIVE HUNDRED THOUSAND POUNDS (£500,000.00) of which up to 60% is to be used by the Council towards funding of the SSSI Warden and the balance towards improvements and mitigation works to the SSSI required as a consequence of the direct impact of the</p>	prior to the date on which any Residential Unit within each Phase occupied	75,000.00	0.00	
Monitoring Contribution	<p>Monitoring Contribution 1. The Developer shall pay the Monitoring Contribution to the Council in four instalments as follows:- 1.1 the sum of THIRTY NINE THOUSAND AND SIX HUNDRED POUNDS (£39,600.00) Index Linked prior to Commencement of Phase 3a; Definition: Monitoring Contribution means the sum of ONE HUNDRED AND TWENTY THOUSAND POUNDS (£120,000.00) Index-Linked towards the Council's costs of monitoring the planning obligations in this Deed which sum is payable in accordance with</p>	prior to Commencement of Phase 3a;	39,600.00	39,600.00	

Monitoring Contribution	1.2 the sum of THIRTY TWO THOUSAND AND FOUR HUNDRED POUNDS (£32,400.00) Index Linked prior to Commencement of Phase 4; Definition: "Monitoring Contribution" means the sum of ONE HUNDRED AND TWENTY THOUSAND POUNDS (£120,000.00) Index-Linked towards the Council's costs of monitoring the planning obligations in this Deed which sum is payable in accordance with Schedule K	prior to Commencement of Phase 4;	32,400.00	36,525.51	30/10/2018
Monitoring Contribution	Monitoring Contribution 1.3 the sum of SIXTEEN THOUSAND AND EIGHT HUNDRED POUNDS (£16,800.00) Index Linked prior to Commencement of Phase 5; and Definition: Monitoring Contribution" means the sum of ONE HUNDRED AND TWENTY THOUSAND POUNDS (£120,000.00) Index-Linked towards the Council's costs of monitoring the planning obligations in this Deed which sum is payable in accordance with Schedule K	prior to Commencement of Phase 5	16,800.00	0.00	
Monitoring Contribution	Monitoring Contribution 1.4 the sum of THIRTY ONE THOUSAND AND TWO HUNDRED POUNDS (£31,200.00) Index Linked prior to Commencement of Phase 6. Definition: Monitoring Contribution" means the sum of ONE HUNDRED AND TWENTY THOUSAND POUNDS (£120,000.00) Index-Linked towards the Council's costs of monitoring the planning obligations in this Deed which sum is payable in accordance with Schedule K	prior to Commencement of Phase 6	31,200.00	0.00	

<p>Notices</p>	<p>4. The Developer's Covenants with the Council The Developer covenants with the Council:- 4.1 To perform the planning obligations set out in this Deed so as to bind the Developer to each and every part of the Land 4.2 To give not less than 20 Working Days prior written notification to the Council's Assistant Director of Strategic Planning (or such other officer as may be advised to the Developer) at the North London Business Park Oakleigh Road South London N11 INP of the intended:- 4.2.1 date of Commencement of Development; and 4.2.2 the Phased Commencement Date for each Phase 4.3 To serve written notice upon the Council within 20 Working Days after the date on which:- 4.3.1 70% of the Market Housing Units in each Phase are in Occupation 4.3.2 the first Residential Unit in each Phase is in Occupation; and 4.3.3 construction has commenced of more than each of: 200 Residential Units; 300 Residential Units; 600 Residential Units; 1200 Residential Units; 1400 Residential Units; and 1700 Residential Units 4.4 In the event that Commencement of Development takes place and the notice required by Clause 4.2 above has not been given by the Developer then the failure to give the required notice shall not affect the liability of the Developer to make the contributions referred to in this Deed herein or to comply with any other planning obligations in this Deed 4.5 To provide written or electronic notification to the Council on the Quarter Days in the form of summary statistics identifying the total number of Residential Units on the Land as at that particular Quarter Day together with their type and size and also distinguishing between those Residential Units where:- 4.5.1 construction has Commenced; 4.5.2 construction has advanced to Occupation Finish Standard; 4.5.3 Market Housing Unit sales have taken place; and 4.5.4 Affordable Housing Units or Additional Affordable Housing Units have been transferred to an Affordable Housing Provider in accordance with Schedule B of this Deed. Definition:</p>				
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Council's Covenant With the Owner

5. The Council's Covenants with the Developer
 5.1 To issue the Planning Permission within three Working Days after the date of this Deed
 5.2 To comply with its obligations pursuant to the provisions of this Deed
 5.3 To deposit all monies paid by the Developer to the Council pursuant to the provisions of any Schedule to this Deed into an Interest Bearing Account for the period during which all or any of those monies remains unexpended by the Council
 5.4 To apply any payments received by it pursuant to the Schedules to this Deed (together with interest accruing thereon) only for the purposes referred to in the relevant Schedule for which the payment was made (or for such other purposes for the benefit of the Development as are compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 and as the Parties shall agree) and that if any amount so received remains unexpended at the end of the period specified in the relevant Schedule it will repay any unexpended balance to the Developer together with such interest as has accrued in the Interest Bearing Account set up by the Council pursuant to Clause 5.3 of this Deed but which has not at that date been expended or Committed for Expenditure for the purpose for which the payment was paid to the Council
 5.5 From time to time if reasonably required by the Developer (but not more than once in each period of six calendar months) to provide returns showing:-
 5.5.1 the total amounts that it has received from the Developer pursuant to the provisions of this Deed and the provision of this Deed pursuant to which it received them; and
 5.5.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred that expenditure
 5.5.3 and the Council shall provide such further information and explanations concerning such payments and expenditure as the Developer may from time to time reasonably require
 Definition:

Council's Covenant With the Owner	<p>3. The Council covenants to expend up to 60% of the SSSI Mitigation Contribution towards funding of the SSSI Warden and any balance of the SSSI Mitigation Contribution towards improvements and mitigation works of the SSSI required as a consequence of the direct impact of the Development</p> <p>4. The Council covenants to repay to the Developer any balance of any instalment of the SSSI Mitigation Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years from the date on which the final</p>				
Council's Covenant With the Owner	<p>Travel Plan</p> <p>1.2 The Council covenants to repay to the Developer any balance of any instalment of the Travel Plan Monitoring Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years after the date of Occupation of the final Residential Unit of the Development</p> <p>Definition:</p>				
Travel Plans	<p>2. Residential Travel Plan Incentive Fund</p> <p>2.1 Within six months after the date on which each Residential Unit is first Occupied the Developer shall provide the occupier of that Residential Unit with a Travel Voucher to the value of THREE HUNDRED POUNDS (£300.00) to be used by the occupier to obtain any two Residential Travel Plan Incentives of their choice</p> <p>2.2 The Developer shall submit a report to the Council every six months as to how the Residential Travel Plan Incentives Fund has been spent from the date of first application of the said fund pursuant to paragraph 2.1 of this Schedule I to this Deed until the date on which that fund is fully expended</p> <p>Definition:</p>	Within six months after the date on which each Residential Unit is first Occupied			

Car Club Provision	<p>3. Car Club</p> <p>3.1 The Developer shall use its Reasonable Endeavours to establish and promote a Car Club within the Development prior to the Occupation of any Residential Unit</p> <p>3.2 The Developer shall not Occupy any Residential Units unless and until the Car Club Scheme has been submitted to and approved by the Council</p> <p>3.3 The Developer shall provide the name and address of the operator of the Car Club to the Council prior to Occupation of any Residential Units</p> <p>3.4 The Developer shall publicise details of how to join the Car Club within its marketing materials (which may include its website) for the Development from the date when the two Car Club spaces are first available to occupiers of the Development</p> <p>3.5 The Developer shall ensure that two car parking spaces on the Land are reserved for the use of the Car Club and (subject to paragraph 3.6) shall retain those spaces for use by the Car Club</p> <p>Definition:</p>	not Occupy any Residential Units			
Highways Works Provision	<p>Silk Stream Pedestrian Bridge</p> <p>5. Prior to Commencement of Phase 5 the Developer shall:</p> <p>5.1. submit to the Council:-</p> <p>(a) the Silk Stream Bridge Specification for its approval;</p> <p>(b) details of the Silk Stream Bridge Necessary Consents; and</p> <p>(c) the timetable for acquiring the Silk Stream Bridge Necessary Consent for its approval;</p> <p>Definition:</p>	Prior to Commencement of Phase 5			
Highways Works Provision	<p>Silk Stream Pedestrian Bridge</p> <p>6.4. complete the construction of the Silk Stream Bridge so that it is available for use by members of the public prior to the:-</p> <p>(a) date on which 75% of the Residential Units in Phase 5 are Occupied; or</p> <p>(b) prior to the date on which the New School is Occupied; whichever date is the first to occur</p> <p>Definition:</p>	75% of the Residential Units in Phase 5 are Occupied; or prior to the date on which the New School is Occupied			

<p>Highways Works Provision</p>	<p>Silk Stream Pedestrian Bridge 6.5. serve notice of the completion of the Silk Stream Bridge on the Council within 20 Working Days after the date of the Practical Completion of the Silk Stream Bridge 6.6. maintain the Silk Stream Bridge for a period of three years from the date of Practical Completion of the Silk Stream Bridge to the reasonable satisfaction of the Council 6.7. at the expiration of the maintenance period referred to in paragraph 6.6 of this Schedule H to this Deed the Developer may:- 6.7.1 choose to continue to maintain the Silk Stream Bridge at its own expense; or 6.7.2 serve a Bridge Adoption Notice upon the Council Definition:</p>	<p>20 Working Days after the date of the Practical Completion of the Silk Stream Bridge</p>			
<p>Community Facilities Provision</p>	<p>Community Centre 2. In the event that the Council decides that the New School is not to be located on the School Land then:- 2.1 The Council and the Developer shall:- (a) use Reasonable Endeavours to obtain vacant possession of the Community Land prior to the date on which the last Affordable Housing Unit within Phase 4 (as provided pursuant to the Affordable Housing Scheme for Phase 4) is Occupied; and (b) each confirm to the other when it has obtained vacant possession of any part of the buildings on the Community Land for which it has responsibility for obtaining vacant possession 2.2 In the event that the Council and the Developer (having used Reasonable Endeavours) have been unable to obtain vacant possession of the Community Land by the date on which the last Affordable Housing Unit within Phase 4 is in Occupation then the Council and the Developer shall as soon as reasonably practicable agree whether vacant possession should be obtained within an alternative timescale Definition:</p>	<p>prior to the date on which the last Affordable Housing Unit within Phase 4</p>			

Community Facilities Provision	<p>Community Centre</p> <p>2.3 In the event that vacant possession is obtained in respect of the Community Land the Council shall grant the Community Land Licence to the Developer within three months after the date on which vacant possession of the Community Land is obtained</p> <p>Definition:</p> <p>Community Land Licence means a licence from the Council to the Developer substantially in the form set out in Appendix 1 to this Deed permitting the Developer to undertake the Community Land</p>	within three months after the date on which vacant possession of the Community Land is obtained			
Community Facilities Provision	<p>Community Centre</p> <p>2.4 The Developer shall within two months of the grant of the Community Land Licence enter on to the Community Land and carry out and complete the Community Land Works at its own expense in accordance with the Community Land Works Specification and the terms of the Community Land Licence prior to the date that is twelve months after the date of the Community Land Licence unless otherwise agreed in writing by the Council</p> <p>Definition:</p> <p>Community Land Works means works of a type set out in the Community Land Works Specification to be carried out by the Developer in accordance with Schedule C to this Deed to render the Community Land ready for construction of the New Community Centre as shall be agreed between the</p>				

Community Facilities Provision	<p>Community Centre</p> <p>3. The Council shall construct the New Community Centre within four years after the later date to occur of:-</p> <p>3.1 the date on which the New Community Centre Contribution is paid to the Council; or</p> <p>3.2 the date on which vacant possession of the School Land or the Community Land (as appropriate) is obtained</p> <p>4. In the event that either:-</p> <p>4.1 the Developer and the Council are unable to obtain vacant possession of the Community Land; or</p> <p>4.2 the Council is unable to procure the construction of the New Community Centre within the period specified in paragraph 2 of this Schedule F of this Deed then the Developer and the Council shall agree either:-</p> <p>(a) an alternative timetable for provision of the New Community Centre by the Council; or</p> <p>(b) one of the following:-</p> <p>(i) an alternative location within the Development for the provision of the New Community Centre by the Council; or</p> <p>(ii) an alternative location outside the Land for the provision of a community centre by the Council which shall serve the residents of the Development; and</p> <p>(iii) (in the case of either of the alternatives in this paragraph 3.2b) of this Schedule F to this Deed) an alternative use to which the part of the School Land on which the New Community Centre should have been provided is to be put</p> <p>such agreement to be reached as soon as reasonably practicable following the date on which the New Community Centre should have been built pursuant to paragraph 2 of this Schedule F to this Deed</p> <p>Definition:</p>				
Council's Covenant With the Owner	<p>Community Centre</p> <p>5. The Council covenants to repay to the Developer any balance of the New Community Centre Contribution which remains unexpended at the expiry of five years from the date of Occupation of the final Residential Unit of the Development</p> <p>Definition:</p>				

Community Facilities Provision	<p>Community Centre</p> <p>6. In the event that a local community use need is demonstrated to the reasonable satisfaction of the Developer in agreement with the Council the Developer shall make available a Temporary Community Facility for use by local residents and community groups in an appropriate location and on commercial community use terms prior to Occupation of the first Residential Unit in Phase 3c and the Temporary Community Facility that is made available shall be retained until:-</p> <p>6.1 the New Community Centre is constructed and made available by the Council;</p> <p>or 6.2 a community facility is provided by the Council outside the Land; or</p> <p>6.3 the expiry of eight years from the date the Temporary Community Facility was first made available by the Developer for use by local residents and community groups whichever date is the first to occur</p> <p>Definition:</p>	prior to Occupation of the first Residential Unit in Phase 3c			
Council's Covenant With the Owner	<p>Leisure and Recreation Contribution</p> <p>3. The Council covenants to repay to the Developer any balance of any instalment of the Leisure and Recreation Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years after the date on which the final Residential Unit within the Development is Occupied.</p> <p>Definition:</p>				

<p>Highways Works Provision</p>	<p>Bridges Cool Oak Lane Pedestrian and Cycle Bridge 1. Prior to Commencement of Phase 3c the Developer shall:- 1.1. submit to the Council:- (a) the Cool Oak Lane Pedestrian and Cycle Bridge Specification for its approval; (b) details of the Cool Oak Lane Pedestrian and Cycle Bridge Necessary Consents; and (c) the timetable for acquiring the Cool Oak Lane Pedestrian and Cycle Bridge Necessary Consents for its approval; 1.2. use Reasonable Endeavours to obtain the Council's approval of the Cool Oak Lane Pedestrian and Cycle Bridge Specification submitted pursuant to paragraph 1.1 of this Schedule H to this Deed; 1.3. apply for and use Reasonable Endeavours to obtain the Cool Oak Lane Pedestrian and Cycle Bridge Necessary Consents; and 1.4. keep the Council informed on a quarterly basis of the progress made to obtain the Cool Oak Lane Pedestrian and Cycle Bridge Necessary Consents Definition: Cool Oak Lane Pedestrian and Cycle Bridge Specification</p>	<p>Prior to Commencement of Phase 3c</p>			
<p>Highways Works Provision</p>	<p>Bridges Cool Oak Lane Pedestrian and Cycle Bridge 2. The Developer (in the event that it obtains the Cool Oak Lane Pedestrian and Cycle Bridge Necessary Consents) shall:- 2.1. construct the Cool Oak Lane Pedestrian and Cycle Bridge in accordance with:- (a) the Cool Oak Lane Pedestrian and Cycle Bridge Consents; and (b) the approved Cool Oak Lane Pedestrian and Cycle Bridge Specification unless otherwise agreed with the Council; 2.2. provide the Council with written quarterly reports on the progress of the works for the construction of the Cool Oak Lane Pedestrian and Cycle Bridge; 2.3. allow access for the Council and its agents and representatives on reasonable prior notice (and subject to compliance with all reasonable requirements made by the Developer for the proper management of its Development and for health and safety purposes) to inspect the works for construction</p>	<p>provide the Council with written quarterly reports</p>			

Highways Works Provision	<p>Cool Oak Lane Pedestrian and Cycle Bridge</p> <p>2.4. complete the construction of the Cool Oak Lane Pedestrian and Cycle Bridge so that it is available for use by residents of the Development and members of the public prior to the date which is twelve (12) calendar months following the date of first Occupation of a Residential Unit in Phase 3c AND FOR THE AVOIDANCE OF DOUBT Phase 4 shall not be Occupied and development of Phases 5 and 6 shall not Commence until the construction of the Cool Oak Lane Pedestrian and Cycle Bridge has been completed unless otherwise agreed with the Council in writing.”</p> <p>2.5. serve written notice of the completion of the Cool Oak Lane Pedestrian and Cycle Bridge on the Council within 20 Working Days after the date of Practical Completion of the said bridge; Definition: Cool Oak Lane Pedestrian and Cycle Bridge means a pedestrian and cycle bridge the location of which is shown indicatively on Plan 2 which is to be provided in accordance with the Cool Oak Lane Pedestrian Cycle Bridge Specification and the provisions of</p>	prior to the date which is twelve (12) calendar months following the date of first Occupation of a Residential Unit in Phase 3c			
Highways Works Provision	<p>Cool Oak Lane Pedestrian and Cycle Bridge</p> <p>2.6. maintain the Cool Oak Lane Pedestrian and Cycle Bridge for a period of three years from the date of Practical Completion of the Cool Oak Lane Pedestrian and Cycle Bridge to the reasonable satisfaction of the Council</p> <p>2.7. at the expiration of the maintenance period referred to in paragraph 2.6 of this Schedule H to this Deed the Developer may:-</p> <p>2.7.1 choose to continue to maintain the Cool Oak Lane Pedestrian and Cycle Bridge at its own expense; or</p> <p>2.7.2 serve a Bridge Adoption Notice upon the Council</p> <p>Definition:</p>				
Council's Covenant With the Owner	<p>2. The Council covenants to repay to the Developer any balance of any instalment of the Employment and Training Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years from the date of Occupation of the final Residential Unit within the Development</p> <p>Definition:</p>				

<p>Employment and Skills Provision</p>	<p>Employment and Training 3. The Developer shall provide (or procure that its contractor provides) the Council (or its nominated agency) with:- 3.1 a forecast of employment and skills requirements for each Phase at least three months prior to Commencement of each Phase (save in relation to Phase 3a when it will be provided 10 Working Days prior to Commencement of Phase 3a); 3.2 details of local contractors sub-contractors and suppliers procured to provide goods and services during construction and post-construction of each Phase within one month after the date of appointment of such contractor subcontractor and supplier; and 3.3 a report each month that gives written notice of employment opportunities/job vacancies arising from each Phase of the Development before such vacancies or employment opportunities are advertised to people living outside the London Borough of Barnet Definition:</p>	<p>10 Working Days prior to Commencement of Phase 3 and at least three months prior to Commencement of each Phase</p>			
<p>Employment and Skills Provision</p>	<p>Employment and Training 4. The Council shall provide the Developer with a list of its nominated employment agencies prior to Commencement of each</p>	<p>prior to Commencement of each Phase of the Development</p>			
<p>Employment and Skills Provision</p>	<p>Employment and Training 5. The Developer shall provide an information notice board in a prominent and publicly accessible location on the Land containing details of the following:- 5.1 A list of the current job vacancies being advertised by the contractors or sub contractors appointed by or on behalf of the Developer; 5.2 A summary of the job description for the roles being advertised (including a web address providing further details where available); and 5.3 The contact details (including a web address where available) of the person prospective applicants can contact for further</p>				

Council's Covenant With the Owner	<p>Traffic Order and Signage Contributions</p> <p>21. Subject to payment of the Signage Contribution to the Council by the Developer the Council covenants to pay the Signage Contribution to Transport for London within 20 Working Days after the date on which the Council receives it from the Developer</p> <p>22. The Council covenants to use Reasonable Endeavours to require Transport for London to refund to the Council any balance of the Signage Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years from the date on which the Sign age Contribution was paid to Transport for London by the Council</p> <p>23. The Council shall repay to the Developer any balance of the Signage Contribution refunded by Transport for London pursuant to paragraph 22 of this Schedule D to this Deed within 20 Working Days of receipt of the sum</p> <p>Definition:</p>				
Miscellaneous	<p>Waiver of Liability Agreement</p> <p>26. The Developer shall not permit any Residential Unit within any Phase of the Development to be Occupied until it has entered into a Waiver of Liability and Indemnity Agreement for the relevant Phase with the Council</p> <p>Definition:</p> <p>Waiver of Liability and Indemnity Agreement means an agreement substantially in the form of the draft annexed at Schedule M to this Deed which indemnifies the Council against losses claims actions demands and expenses (as specified in the agreement) caused by the condition of the Roads (as defined in the agreement) arising from or in connection with the Council's duty to collect</p>				

Public Transport Contribution	<p>Public Transport</p> <p>11. The Council covenants to use Reasonable Endeavours to require Transport for London to refund to the Council any balance of the Bus Service Impact Contribution which has not been expended or committed for expenditure by Transport for London for provision of an additional bus service at the expiry of five years from the date the last instalment of the Bus Service Impact Contribution was paid to Transport for London by the Council pursuant to paragraph 10.1 of this Schedule D to this Deed</p> <p>12. The Council shall repay to the Developer the balance of any instalment of the Bus Service Impact Contribution which:-</p> <p>12.1 has not been paid to Transport for London by the Council within six months after the date on which it was due to be paid pursuant to Paragraph 10 of this Schedule C to this Deed; and/or</p> <p>12.2 has been refunded by Transport for London pursuant to paragraph 11 of this Schedule D to this Deed within 20 Working Days after the date of receipt of the sum</p> <p>Definition:</p>				
Council's Covenant With the Owner	<p>Traffic Order and Signage Contributions</p> <p>19. The Council covenants to repay to the Developer any balance of any instalment of the Traffic Order Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years from the date the final instalment of the Traffic Order Contribution was paid to the Council.</p> <p>Definition:</p>				
Council's Covenant With the Owner	<p>17. The Council covenants to repay to the Developer any balance of any instalment of the CPZ Review Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years after the date on which the final Residential Unit within the Development is Occupied</p> <p>Definition:</p>				

Public Transport Contribution	<p>7. Subject to payment of the Bus Service Capacity Contribution to the Council by the Developer the Council covenants to:- 7.1. pay the Bus Service Capacity Contribution to Transport for London within 20 Working Days after the date of receipt of the Bus Service Capacity Contribution; and 7.2. to use its Reasonable Endeavours to encourage Transport for London to deliver the additional bus service for which the Bus Capacity Contribution is paid in a timely manner Definition: pay the Bus Service Capacity Contribution to Transport for London within 20 Working Days after the date of receipt of the Bus</p>	within 20 Working Days after the date of receipt of the Bus Service Capacity Contribution			
Public Transport Contribution	<p>Public Transport 8. The Developer shall not Commence the Major Highway Works until a Bus Journey Time Assessment has been submitted to and approved by the Council (in consultation with Transport for London) in writing Definition: Bus Journey Time Assessment means a detailed transport model based on modelling previously submitted to and approved by the Council as part of the Approved Transport Assessment which is to be submitted by the Developer to the Council in accordance</p>	prior to commencement of the Major Highway Works			
Public Transport Contribution	<p>Public Transport 10. Subject to payment of the Bus Service Impact Contribution to the Council by the Developer the Council covenants to:- 10.1. pay the Bus Service Impact Contribution to Transport for London in five equal annual instalments of NINETY THOUSAND POUNDS (£90,000.00) of which:- (a) the first instalment to be paid within 20 Working Days after the date on which the Council receives it from the Developer; and (b) the second and subsequent instalments are to be paid on the first second third and fourth anniversaries of the date of payment of the first instalment; and 10.2. to use its Reasonable Endeavours to encourage Transport for London to deliver the additional bus service for which the Bus Service Impact Contribution is paid in a timely manner Definition: Bus Service Impact Contribution means the sum of up to FOUR HUNDRED AND FIFTY THOUSAND POUNDS (£450,000.00) Index Linked which is to be paid by the Developer if the Bus Journey Time Assessment shows that additional bus services are required to maintain bus journey reliability arising from the</p>				

Council's Covenant With the Owner	<p>Education</p> <p>3.2. The Council covenants to repay to the Developer any balance of any instalment of the Education Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years from the date of Occupation of the final Residential Unit within the Development</p> <p>Definition:</p>				
Highways Works Provision	<p>Transportation and Highway Works</p> <p>Major Highway Works</p> <p>1. The Developer shall submit to the Council with the first RM Application for Phase 4 a detailed specification (including scaled plans and drawings) for the Major Highway Works for the Council's approval in writing</p> <p>2. The Developer shall not:-</p> <p>2.1 Commence Phase 4 until the detailed specification for the Major Highway Works has been approved by the Council; nor</p> <p>2.2 permit Occupation of any Residential Unit in Phase 4 until it has entered into a Section 278 Agreement with the Council (as highway authority) for the carrying out of the Major Highway Works</p> <p>Definition:</p>				
Highways Works Provision	<p>Transportation and Highway Works</p> <p>Major Highway Works</p> <p>2. The Developer shall not:-</p> <p>2.1 Commence Phase 4 until the detailed specification for the Major Highway Works has been approved by the Council; nor</p> <p>2.2 permit Occupation of any Residential Unit in Phase 4 until it has entered into a Section 278 Agreement with the Council (as highway authority) for the carrying out of the Major Highway Works</p> <p>Definition:</p>				

Highways Works Provision	<p>Transportation and Highway Works Major Highway Works 3. The Developer shall not permit more than 1058 Residential Units to be in Occupation until the Major Highway Works have been constructed and completed in accordance with:- 3.1 the detailed specification approved by the Council; and 3.2 the terms of the Section 278 Agreement referred to in paragraph 2.2 of this Schedule D to this Deed unless otherwise agreed in writing by the Council Definition:</p>	shall not permit more than 1058 Residential Units to be in Occupation			
Highways Works Provision	<p>Interim Highway Works 4. Until such time as the Major Highway Works have been completed the Developer shall not:- 4.1 Commence any Phase (or sub-phase) of the Development after Phase 3a until a Transport Assessment for the relevant Phase (or sub-phase) has been submitted to and approved by the Council in writing; nor 4.2 permit Occupation of any Phase (or sub-phase) of the Development after Phase 3a until the Developer has entered into a section 278 Agreement for any Interim Highway Works identified in the Transport Assessment for the relevant Phase (or-sub-phase) approved pursuant to paragraph 4.1 of this Schedule D to this Deed 5. The Developer shall carry out any Interim Highway Works identified in a Transport Assessment for a relevant Phase (or sub-phase) prior to Occupation of any Residential Unit within that Phase (or sub-phase) unless otherwise agreed with the Council PROVIDED ALWAYS THAT the Developer's total financial liability for carrying out Interim Highway Works shall not exceed the</p>	not to commence any Phase (or sub-phase) of the Development after Phase 3a			

Affordable Housing Provision	<p>Affordable Housing Affordable Housing Provision</p> <p>1. The Developer shall provide a total of seventy-four (74) Social Rented Housing Units as part of the Detailed Element in accordance with the Detailed Affordable Housing Mix and the provisions of this Schedule B to this Deed</p> <p>2. The Developer shall provide no less than twenty-five percent (25%) of the total number of Residential Units as Affordable Housing Units in accordance with the Affordable Housing Tenure Mix unless otherwise agreed in writing by the Council</p> <p>3. The Developer shall provide all the Affordable Housing Units comprised in the Development in accordance with the Affordable Housing Standards</p> <p>Definition: Affordable Housing Units means the additional affordable housing units which an Updated Financial Appraisal demonstrates can be viably delivered within the Development in addition to (and not as</p>				
Affordable Housing Provision	<p>4. The Developer covenants not to Commence Development of any Phase forming part of the Outline Element of the Development unless and until the Developer has submitted an Affordable Housing Scheme for that Phase to the Council and the Council has approved the Affordable Housing Scheme for that Phase</p> <p>5. The Developer shall provide the Affordable Housing Units comprised in a Phase within the Outline Element in accordance with an Affordable Housing Scheme for that Phase approved by the Council pursuant to Paragraph 4 of this Part 1 of this Schedule B unless otherwise agreed with the Council</p> <p>Definition:</p>				
Affordable Housing Provision	<p>6. The Developer covenants not to Occupy more than 70% (seventy per cent) of the Market Housing Units within any Phase unless and until:-</p> <p>6.1 100% (one hundred per cent) of the Affordable Housing Units to be provided in that Phase have been constructed to the stage of Practical Completion; and</p> <p>6.2 the Developer has transferred the freehold or granted a long lease of the Affordable Housing</p> <p>Definition:</p>	not to Occupy more than 70% of the Market Housing Units within any Phase			

Affordable Housing Provision	<p>10. Car Parking</p> <p>10.1. The provision of car parking for the Affordable Housing Units shall be of the same ratio and extent as that provided for the Market Housing Units unless otherwise agreed with the Council</p> <p>10.2. Charges for car parking in respect of Affordable Housing Units shall not exceed those set for the Market Housing Units</p> <p>Definition:</p>				
Affordable Housing - review mechanism	<p>Affordable Housing Review</p> <p>1. Prior to the submission of each RM Application for each and any of Phase 4 Phase 5 and Phase 6 (or sub-phase as the context shall admit) the Developer shall give the Council at least ten Working Days notice in writing of the date on which it anticipates submitting an Updated Financial Appraisal to the Council</p> <p>2. As soon as reasonably practicable (and in any event within ten Working Days) after receipt of any notice from the Developer of the date on which it anticipates submitting an Updated Financial Appraisal the Council (at the Developer's expense) shall appoint an Independent Expert to assess the Updated Financial Appraisal on terms which shall be agreed with the Developer and shall notify to the Developer the name and contact details of the Independent Expert</p> <p>Definition:</p>	Prior to the submission of each RM Application for each and any of Phase 4 Phase 5 and Phase 6			
Education and Library Facilities	<p>Education</p> <p>1. Vacant Possession of the School Land and Construction of School Land Works</p> <p>1.1. The Council and the Developer shall:-</p> <p>(a) use Reasonable Endeavours to obtain vacant possession of the School Land prior to the date on which the last Affordable Housing Unit within Phase 4 (as provided pursuant to the Affordable Housing Scheme for Phase 4) is Occupied; and</p> <p>(b) each confirm to the other when it has obtained vacant possession of any part of the buildings on the School Land for which it has responsibility for obtaining vacant possession</p> <p>Definition:</p> <p>School Land means the area of land approximately 3920 m2 in size shown for the purposes of identification only shaded blue</p>				

Education and Library Facilities

1.4. The Developer shall within two months of the grant of the School Land Licence enter on to the School Land and carry out and complete the School Land Works at its own expense in accordance with the School Land Works Specification and the terms of the School Land Licence prior to the date that is twelve months after the date of the School Land Licence unless otherwise agreed in writing by the Council

1.5. The Developer shall within ten Working Days after the date on which the School Land Works are completed give written notice of the completion of the said works to the Council

Definition:
School Land Works the school land works to be carried out on the

<p>Education and Library Facilities</p>	<p>2. Construction of the New School In the event that vacant possession of the School Land is obtained and the Developer completes the School Land Works pursuant to paragraph 1 of this Schedule C to this Deed the Council shall use Reasonable Endeavours to procure the construction of the New School and make it available for use within four years after the date on which the School Land Works have been completed PROVIDED ALWAYS THAT if the New School has not been constructed within this time period (or the construction of the New School has not commenced within this time period) then the Developer and the Council shall agree:- 2.1 whether the New School should be constructed by the Council in accordance with an alternative timetable; or 2.2 an alternative location for construction of the New School by the Council within the Development; or 2.3 an alternative location outside the Land for the provision by the Council of the New School (or an alternative education facility) which shall serve the residents of the Development; and/or 2.4 the alternative use to which the School Land should be put; and/or 2.5 the alternative use to which that part of the Education Contribution which may be spent on the provision of the New School shall be put such agreement to be reached as soon as reasonably practicable following the expiry of the time period within which the New School should have been constructed pursuant to the provisions of this paragraph 2 of this Schedule C to this Deed Definition: New School means a two form entry primary school and nursery to be constructed on the [School Land] [Community Land] by the Council for the purposes of educating children in the London Borough of Barnet unless otherwise agreed with the Developer</p>				
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