

26th February 2015

Section 106 Agreement

Gloucestershire County Council ⁽¹⁾
Secretary of State for Environment Food and Rural
Affairs ⁽²⁾
Forest of Dean District Council ⁽³⁾ and
Homes and Communities Agency ⁽⁴⁾

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THIS AGREEMENT is made the 26th day of February 2015

BETWEEN

1. GLOUCESTERSHIRE COUNTY COUNCIL of Shire Hall Westgate Street Gloucester GL1 2TG ("the County Council")
2. SECRETARY OF STATE FOR ENVIRONMENT FOOD AND RURAL AFFAIRS care of Forestry Commission 620 Bristol Business Park Coldharbour Lane Bristol BS16 1EJ ("the Forestry")
3. FOREST OF DEAN DISTRICT COUNCIL of Council Offices High Street Coleford Gloucestershire GL16 8HG ("the Council")
4. HOMES AND COMMUNITIES AGENCY of St George's House, Kingsway, Team Valley, Gateshead NE11 0NA ("the HCA")

1 Background

- 1.1 The Forestry is the Registered Proprietor with Freehold Title Absolute under Title No.s GR267724; GR263266; GR274707; GR380815; GR274709; GR263626; and GR263628 at H.M. Land Registry subject only as shown on the Registers thereto but otherwise free from encumbrances (together the "Forestry Land") forming part of the Forest of Dean and that part of the Land shown for the purposes of identification hatched green, purple and blue on the Land Ownership Plan.
- 1.2 The Council is the Registered Proprietor with Freehold Title Absolute under Title No.s GR328448; GR325815; GR330345; GR153631 and Leasehold Title No.GR385286 at H.M. Land Registry subject only as shown on the Registers thereto but otherwise free from encumbrances of that part of the Land and shown for the purposes of identification hatched turquoise on the Land Ownership Plan.
- 1.3 The HCA is the Registered Proprietor with Freehold Absolute Title under Title No.s GR259686; GR329746; GR362990; GR333977 at H.M. Land Registry subject only as shown on the Registers thereto but otherwise free from encumbrances of that part of the Land and shown for the purposes of identification hatched dark blue on the Land Ownership Plan.
- 1.4 The Council is also the Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of s106 of the Act and for the administrative district in which the Land is located
- 1.5 The County Council is also the Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of s106 of the Act and for the County of Gloucestershire
- 1.6 The HCA has by the Application applied to the Council for planning permission to redevelop the Land and other land

- 1.7 Subject to the licence in clause 6.5 being in force and full receipt of the Contributions for the relevant phase from the Council in compliance with Schedules 1, 2, and 3 of this Deed, the Forestry is willing to permit the HCA, Council, County Council and the Developer to access and enter upon the Forestry Land to allow for the Phase 1a Mitigation Creation, Phase 1b Mitigation Creation, Phase 1a and Phase 1b General Mitigation Creation, Phase 1a Mitigation Management, Phase 1b Mitigation Management, Phase 1a Mitigation Monitoring, Phase 1b Mitigation Monitoring, General Mitigation Management & Monitoring and Phase 2 Mitigation and associated Rectification Measures
- 1.8 Following Practical Completion of the Phase 1a Mitigation Creation, the Phase 1b Mitigation Creation and/or the creation of the Phase 2 Mitigation and subject to the receipt of payment in full from the Developer and/or HCA of the Contributions relevant to that phase to the Council the Forestry agrees to undertake the management of:
 - 1.8.1 the Phase 1a Mitigation Areas excluding area MP-1F forming part of the Phase 1a Mitigation Management; and
 - 1.8.2 the Phase 1b Mitigation Areas forming part of the Phase 1b Mitigation Management and the Phase 2 Mitigation in the Phase 2 Mitigation Areas
- 1.9 The HCA will procure the Phase 1a Mitigation Management Contribution, the Phase 1b Mitigation Management Contribution and the Southern Wildlife Corridor Enhancement Contribution and procure the implementation of the New Link Road First Phase including all necessary consents in accordance with the terms and conditions thereof and the provisions of this Deed
- 1.10 The HCA will procure the implementation of the Phase 1a Mitigation Creation, Phase 1a Mitigation Management relating to MP-1F, the Phase 1b Mitigation Creation, Phase 1a and Phase 1b General Mitigation Creation, General Mitigation Management and Monitoring and the Bat Roost Replacement Works
- 1.11 The County Council will maintain the structures including the underpasses and landscaping constructed as part of the Phase 1a Mitigation Creation, Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation within the Adopted Land
- 1.12 The County Council agrees:
 - 1.12.1 not to undertake any modification to the culverts or bridges shown on drawings labelled 1701 Rev 1, 1702 Rev 1, 1703 Rev 1 and 1704 Rev1 submitted as part of the Application without the prior agreement of the Council;
 - 1.12.2 to manage the landscaping within the Adopted Land in accordance with proposals on plans labelled 3000/06 (rev1), 3000/07 (rev1), 3000/08 (rev1), 3000/09 (rev1), 3000/10 (rev1), 3000/11 (rev1), 3000/12 (rev1), 3000/13 and 05 submitted with the Application for 10 years after planting any section of landscaping;
 - 1.12.3 not to unreasonably withhold or unreasonably delays its consent(s) to allow the Rectification Measures to be implemented within the Adopted Land subject to highway safety and funding for installation and maintenance; and
 - 1.12.4 to meet bi-annually with the Council (as local planning authority) to evaluate monitoring results and review habitat management.
- 1.13 It is the intention of the parties that the Developer will implement Phase 1b and Phase 2 and the Phase 2 Mitigation
- 1.14 On 14 November 2014 the Council's Planning Committee resolved to grant the Permission pursuant to the Application subject to conditions and the prior completion of this Deed to ensure in the interests of the proper planning of the area that in the event that the Development is Commenced that the obligations provided for herein are secured

- 1.15 The parties hereto have agreed to enter into this Deed in order to secure the planning obligations contained herein

2 Interpretation

In this Deed (including in the attached Schedules):

- 2.1 'the Act' means the Town and Country Planning Act 1990 as amended
- 2.2 'the Adopted Land' means the land forming part of the New Link Road once the same has been adopted by the County Council as highway maintainable at public expense
- 2.3 'Affordable Housing' means affordable housing within any of the meanings defined or described in Annex 2 of the National Planning Policy Framework 2012
- 2.4 'Affordable Housing Consideration' means the price to be paid for the Affordable Housing Units as defined in Schedule 7 to this Deed
- 2.5 'Affordable Housing Units' means the units of accommodation defined as Affordable Housing Units in Schedule 7 to this Deed
- 2.6 'Agreed' or 'Approved' means agreed or approved in writing and given for the purpose of this Deed
- 2.7 'Agreed Affordable Housing Provision' means zero (0) Affordable Housing Units in accordance with the Permission subject to the conditions in Schedule 6 to this Deed
- 2.8 'Application' means the planning application registered under number P0663/14/OUT made by the HCA to develop the Land and other land by demolishing existing buildings and structures and mixed use redevelopment and associated infrastructure and works to include:
- 2.8.1 full details of new highway infrastructure and improvements including a new link road between the A4136 and Broadmoor Road, associated means of access, earthworks, footpaths, landscaping, service infrastructure and other associated works and improvements and full details of a new education campus including a building of 7,750 square metres (gross external area) (Use Class D1), associated means of access, car parking, earthworks, footpaths, landscaping, service infrastructure and other associated works and improvements; and
- 2.8.2 outline with all matters reserved, apart from access (in part), for up to 195 residential units (Use Class C3); a hotel (Use Class C1) of up to 3,000sq m; up to 18,800sq m for employment use (Use Classes B1, B2 and B8) and a Class D1 non-residential institutional use and associated internal estate roads, earthworks, car parking, footpaths, landscaping, service infrastructure and other associated works and improvements
- 2.9 'Bat Roost Replacement Management and Monitoring' means humidity temperature and bat population monitoring of roosts for 10 years; maintenance and management of roosts for 50 years
- 2.10 'Bat Roost Replacement Works' means the construction of two day and two night roosts (day roosts permitted under P1495/12/FUL and P0153/13/FUL)
- 2.11 'Biodiversity Strategy Enhancement' means the implementation of offsite biodiversity enhancement measures in accordance with the principles set out in the Biodiversity Spatial Master Plan (Cinderford Northern Quarter Strategy Technical Guidance, Forest of Dean District Council (June 2014)) in the locations shown on the Phase 2 Enhancement Areas Plan

- 2.12 'Commencement of Development' means the carrying out pursuant to the Permission of a material operation on the Land as defined in section 56(4) of the Act but shall not include operations in connection with the clearance (including cutting down of trees and the removal of vegetation) archaeological or other site investigation laying of services erection of any temporary site compound surveys nor the erection of means of enclosure for the purposes of site security and/or the display of advertisements and the words 'Development is Commenced' and 'Commence the Development' and 'Commencement Date' and 'Commenced' shall be construed accordingly
- 2.13 'Contributions' means collectively the Phase 1a Mitigation Management Contribution, the Phase 1b Mitigation Management Contribution and, the Phase 2 Mitigation Management Contribution
- 2.14 'County Council Development Notice' means the notice to be given to the County Council in the form annexed at Schedule 13 prior to the implementation of each of Phase 1a, Phase 1b or Phase 2
- 2.15 'Developer' means the Council and/or any party who implements Phase 2 of the Permission or any part thereof
- 2.16 'Developer of the Residential Phase' means the owner of the Residential Phase
- 2.17 'Development' means the development of the Land proposed in the Application or permitted by the Permission granted pursuant to the Application or carried out substantially in accordance with the Permission
- 2.18 'Disposal' means a transfer of the freehold title or a grant of years absolute of the whole or any part or parts of the Residential Phase
- 2.19 'Education Bond' means a bond in the form set out in Schedule 12 with such amendments or involving such other parties as the Head of Legal Services for the time being of the County Council shall in his reasonable discretion decide
- 2.20 'Education Bondsman' means a bank or financial or insurance company previously approved in writing by the County Council (acting reasonably)
- 2.21 'Education Contribution' means the sum of four hundred and ninety nine thousand eight hundred and thirty three pounds (£499,833) to extend, remodel, upgrade and improve capacity and suitability of Steam Mills Primary School
- 2.22 'Education Index' means the cost multiplier issued by the Department for Education (DfE) or by any other Department Ministry or other body upon which the duties in connection with that index devolves being the cost per pupil for the construction of accommodation to provide additional pupil places and supplemented by the Building Cost Information Service Public Sector Tender Price Index issued by the Royal Institution of Chartered Surveyors in the years when the DfE multiplier is not published
- 2.23 'ES' means the Environmental Statement submitted as part of the Application
- 2.24 'Forestry Land' means the land ^{described in clause 1.1 above and shown} ~~shown~~ ~~coloured~~ ~~hatched~~ ~~green~~ on the Land Ownership Plan CU
- 2.25 'Forestry Mitigation Management Period' means the period of 20 years commencing on the date on which Forestry agrees to carry out on the Phase 1a Mitigation Areas, Phase 1b Mitigation Areas and Phase 2 Mitigation Areas the relevant Phase 1a Mitigation Management, the Phase 1b Mitigation Management and the Phase 2 Mitigation as set out in Schedule 4
- 2.26 'General Mitigation Management and Monitoring' means management and monitoring activities of the Phase 1a and Phase 1b General Mitigation Creation to achieve the management objectives as more particularly set out in Schedule 4

- 2.27 'General Mitigation Management Period' means the period of 20 years commencing on the date on which the HCA and/or the Council agree to carry out the General Mitigation Management and Monitoring
- 2.28 'Increased Affordable Housing Provision' means the provision of Affordable Housing up to a provision of 40% (forty percent) of the total Residential Units on the Land
- 2.29 'Index' means the Department of Business Innovation and Skills (BIS) Series Index 90/1 Labour and Supervision
- 2.30 'Interest' means interest at the rate of 2% above the Bank of England plc's base rate
- 2.31 'Land' means the land situated at the Northern Quarter, Cinderford and shown for the purposes of identification only edged red on the Land Ownership Plan within which the Development is to be carried out pursuant to the Permission
- 2.32 'Land Ownership Plan' means drawing number 3511417R_HHC_102_Rev 9 annexed to this Deed
- 2.33 'Landscape Features Plan' means the drawing identifying the areas of land to be landscaped which fall outside of the Adopted Land and labelled drawing number 3511417R-HHC_103_Rev 2 annexed to this Deed
- 2.34 'LIBID Seven Day Rate' means the London Interbank seven day rate (as compiled by the British Bankers Association) then subsisting calculated annually at the end of each financial year to ascertain the simple average interest rate for that year and then compounded annually
- 2.35 'Mitigation Plan' means drawing number 2119_Figure 01 annexed to this Deed
- 2.36 'New Link Road' means the works to construct the new link road on the Land in accordance with the plans submitted as part of the Application
- 2.37 'New Link Road First Phase' means the works to construct the New Link Road as described in Phase 1a with the exclusion of all works associated with construction of a new education campus as shown edged red and coloured grey on the Phase Plan
- 2.38 'Nil Subsidy' means without the input of any other grant funding whether from the Council the Housing Corporation or an RPSH's recycled capital grant fund.
- 2.39 'Nomination Agreement' means the Agreement set out in Schedule 8
- 2.40 'Northern United Site' means that area of land shown hatched dark blue on the Land Ownership Plan and registered at the Land Registry under title number GR259686
- 2.41 'Occupy and Occupied' means occupation for the purposes permitted by the Permission but not including occupation by persons engaged in construction fitting out or decoration.
- 2.42 'Open Market Unit' means residential units constructed on the Land pursuant to the planning permission which are not Affordable Housing Units.
- 2.43 'Owners' means collectively the Council and the Forestry
- 2.44 'Permission' means any planning permission issued by the Council pursuant to the Application
- 2.45 'Phase 1a' means the phase of the Development which will deliver the new education campus and New Link Road First Phase which will permit access to the education campus from Broadmoor Road shown edged red on the Phase Plan

- 2.46 'Phase 1a Mitigation Areas' means the areas shown edged blue dashed and labelled MP-1A; MP-1B; MP-1C; MP-1D; MP-1E; MP-1F and edged green dashed and labelled MP-2(F)A on the Mitigation Plan
- 2.47 'Phase 1a Mitigation Creation' means mitigation creation in the Phase 1a Mitigation Areas as more particularly set out in Schedule 1
- 2.48 'Phase 1a and Phase 1b General Mitigation Creation' means mitigation creation for wildlife, habitats and landscaping as more particularly set out in in Schedules 1 and 2 and shown on the Mitigation Plan and the Landscape Features Plan not forming part of the Phase 1a Mitigation Areas, Phase 1b Mitigation Areas, Phase 2 Mitigation Areas or Phase 2 Enhancement Areas.
- 2.49 'Phase 1a Mitigation Management' means management activities in the Phase 1a Mitigation Areas to achieve the management objectives and the Bat Roost Replacement Management and Monitoring as more particularly set out in Schedule 4
- 2.50 'Phase 1a Mitigation Management Contribution' means the sum of £435,000 (four hundred and thirty five thousand pounds) towards the costs of the future management of the Phase 1a Mitigation Areas but not including MP-1F
- 2.51 'Phase 1a Mitigation Monitoring' means wildlife and habitat monitoring of the Phase 1a Mitigation Areas as more particularly set out in Schedule 5 and the Bat Roost Replacement Management and Monitoring]
- 2.52 'Phase 1b' means the construction of that part of the New Link Road which is not delivered in Phase 1a as part of the New Link Road First Phase and shown edged blue and coloured grey on the Phase Plan
- 2.53 'Phase 1b Mitigation Areas' means the area shown edged green dashed and labelled MP-2(F)B and MP-2 being the ponds labelled 13a; 20; 22; 32; 23 a,b,c; 14; 15; 16; and 10 as shown on the Mitigation Plan
- 2.54 'Phase 1b Mitigation Creation' means mitigation creation in the Phase 1b Mitigation Areas; as more particularly set out in Schedule 2
- 2.55 'Phase 1b Mitigation Management' means management activities in the Phase 1b Mitigation Areas; to achieve the management objectives as more particularly set out in Schedule 4
- 2.56 'Phase 1b Mitigation Management Contribution' means the sum of £25,000 (twenty five thousand pounds) towards the costs of the future management of the Phase 1b Mitigation Areas
- 2.57 'Phase 1b Mitigation Monitoring' means wildlife, habitat landscaping monitoring as more particularly set out in Schedule 5 for the Phase 1b Mitigation Areas
- 2.58 'Phase 2' means the Development (other than Phase 1a and Phase 1b) including the Residential Phase being that which has the benefit of outline planning permission pursuant to the Application and is subject to approval of reserved matters and shown edged green on the Phase Plan
- 2.59 'Phase 2 Enhancement Areas Plan' means the Biodiversity Strategy Enhancement plan labelled Figure 7.6 and submitted as part of the Application
- 2.60 'Phase 2 Enhancement Areas' means the areas identified for the Biodiversity Strategy Enhancement as shown on the Phase 2 Enhancement Areas Plan
- 2.61 'Phase 2 Mitigation' means the Biodiversity Strategy Enhancement and mitigation creation management and monitoring in the Phase 2 Mitigation Areas as more particularly set out in Schedules 3, 4 and 5
- 2.62 'Phase 2 Mitigation Areas' means the areas shown edged purple dashed and labelled MP-2(R)A; MP-2(R)B; MP-2(R)C; MP-2(R)D; MP-2(R)E; MP-2(R)F; MP-2(R)G; MP-2(R)H; MP-2(R)I on the

Mitigation Plan and the Phase 2 Enhancement Areas shown on the Phase 2 Enhancement Areas Plan

- 2.63 'Phase 2 Mitigation Contribution' means the sum agreed with the Council as local planning authority and confirmed by the Forestry (in respect of the management only) to be acceptable to cover future management and monitoring costs in respect of the Phase 2 Mitigation prior to the commencement of Phase 2
- 2.64 'Phase Plan' means the plan annexed hereto and labelled drawing no. 3511417R_SK25_Rev1
- 2.65 'Practical Completion' means the completion of Phase 1a Mitigation Creation, and/or Phase 1b Mitigation Creation and/or creation of the Phase 2 Mitigation works to the satisfaction of the Forestry acting reasonably. Practical Completion of the Phase 1a Mitigation Areas, the Phase 1b Mitigation Areas and the Phase 2 Mitigation Areas respectively and 'Practically Completed' shall be construed accordingly
- 2.66 'Rectification Measures' means those measures required to meet the aims and objectives of the Phase 1a Mitigation Creation, Phase 1b Mitigation Creation, Phase 1a and Phase 1b General Mitigation Creation and Phase 2 Mitigation as set out in Table1 of Schedules 1, 2 and 3
- 2.67 'Reserved Matters Application' means an application relating to any part of the Development other than the Residential Reserved Matters Application in respect of any of the following matters in respect of which details have not been given in the Application:
- 2.67.1 access
 - 2.67.2 appearance
 - 2.67.3 landscaping
 - 2.67.4 layout
 - 2.67.5 scale
- 2.68 'Residential Reserved Matters Application' means an application relating to the Residential Phase in respect of any of the following matters in respect of which details have not been given in the Application:
- 2.68.1 access
 - 2.68.2 appearance
 - 2.68.3 landscaping
 - 2.68.4 layout
 - 2.68.5 scale
- 2.69 'Residential Phase' means the phase of the Development which will deliver the Residential Units
- 2.70 'Residential Unit' means any unit of residential accommodation constructed on the Land pursuant to the Permission as part of the Development.
- 2.71 'RPSH' means a registered provider of social housing (in England) within the meaning of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant which has been approved by the Council as demonstrating that it is capable of delivering the acquisition of and long term management of the Affordable Housing Units, or any other body approved by the Council for such purposes.

- 2.72 'Shared Ownership Unit' means an Affordable Housing Unit in respect of which a lease is granted at a premium equal to a percentage of the Affordable Housing Consideration and subject to a rent payable in respect of the remaining percentage and whether or not the lessee has the right to pay a further premium in respect of a further percentage of purchase price and/or to acquire a leasehold or freehold reversion to the lease and is provided with regard to local incomes and local house prices in the district of the Forest of Dean at a cost below market price and rents
- 2.73 'Social Rented Unit' means an Affordable Housing Unit let as an assured tenancy as defined by s1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) through the involvement of a RPSH [and of which rent will be charged in accordance with Target Rents]
- 2.74 'Soft Landscaping Scheme' means the soft landscaping to comply with conditions 27 and 28 of the Permission
- 2.75 'Southern Wildlife Corridor Enhancement Contribution' means the sum of £35,000 (thirty five thousand pounds) towards the cost of an off-site Cinderford southern wildlife corridor enhancement to be developed in consultation, and with the agreement of, the Forestry. For the avoidance of doubt, this contribution is made in support of enhancement measures only and is not a mitigation measure required to make the proposed development acceptable in planning terms
- 2.76 'Specified Date' means the date upon which an obligation arising under this Deed is due to be performed
- 2.77 'Target Rents' means the Homes and Communities Agency target rents or such equivalent measure of rental affordability as may be published or agreed in its stead
- 2.78 'VAT' means value added tax means the tax referred to in the Value Added Tax Act 1994 or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time
- 2.79 'Viability Information' means individual site viability assessments which are supported with sufficient detailed supporting evidence to enable the Council to assess the viability of the proposed scheme. Information should be provided in an open book approach
- 2.80 'Working Day' means any day from Monday to Friday (inclusive) which is neither Christmas Day nor Good Friday and not any other statutory Bank Holiday
- 2.81 The Development shall be deemed to be commenced on the Commencement Date
- 2.82 Words importing the masculine include the feminine and vice versa
- 2.83 Words importing the singular include the plural and vice versa
- 2.84 Words importing persons include companies and corporations and vice versa
- 2.85 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually
- 2.86 Any reference to a clause or schedule or plan is to one in or attached to this Deed
- 2.87 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument direction or specification made or issued under the statute or deriving validity from it

2.88 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party to the Land and shall include the successor(s) to its respective functions

2.89 All payments in accordance with the terms of this Deed shall be exclusive of any VAT payable in respect thereof

3 Enabling Provisions

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 Section 1 of the Localism Act 2011 Chapter III of the Education Act 1996 and all other enabling powers and has been entered into by the Council and the County Council as Local Planning Authorities pursuant to the Council's Planning Committee's resolution of 14 November 2014

3.2 The obligations in this Deed are considered to be compliant with Regulation 122 of the Community Infrastructure Regulations 2010 as amended

3.3 This Deed shall cease to have effect in respect of any then outstanding obligations in the event that the Permission is quashed, revoked, withdrawn, expires or is modified without the consent of the then owner of the Land so that the Development cannot be carried out

4 Commencement

This Deed, other than clauses 2, 19, 20, 21, 22, 23, 24, 25 and 26 is conditional upon:

4.1 the grant of the Permission; and

4.2 the Commencement of Development

5 Council's Covenants

5.1 Not unreasonably withhold or delay giving consent to allow for the implementation of the Phase 1a Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation subject to the Forestry granting such licences as are appropriate to permit access on to the Phase 1a Mitigation Areas (excluding MP-1F) and for the Phase 1a and Phase 1b General Mitigation Creation Areas for the purposes of this paragraph

5.2 The Council confirms that:-

5.2.1 it will authorise the HCA, County Council, Forestry and Developer to access and enter upon the land owned by the Council (with or without machinery and plant) to carry out and undertake the Phase 1a Mitigation Creation, Phase 1a Mitigation Management, Phase 1a Mitigation Monitoring, Phase 1b Mitigation Creation, Phase 1b Mitigation Management, Phase 1b Mitigation Monitoring, Phase 1a and Phase 1b General Mitigation Creation, General Mitigation Management and Monitoring Phase 2 Mitigation and the Rectification Measures and landscaping as set out in Schedules 1, 2, 3, 4, 5 and 11 hereto in so far as they affect the Council's land and are to be carried out by the HCA, the County Council, Forestry and Developer (if any)

5.2.2 agrees during the Forestry Mitigation Management Period and General Mitigation Management Period to the retention of any works or structures constructed on land owned by the Council in accordance with this clause 5.2 PROVIDED THAT such consent is limited to those works and structures necessary to implement the Phase 1a Mitigation Creation, the Phase 1b Mitigation Creation, Phase 1a and Phase 1b General Mitigation Creation and the creation of Phase 2 Mitigation

6 Forestry's Consent and Authorisation

The Forestry hereby:

- 6.1 acknowledges that it is the intention of the parties that part of the Development will be delivered by the Developer
- 6.2 acknowledges that this Deed binds the Forestry Land
- 6.3 authorises the HCA, County Council and Developer (and any person duly authorised by the Developer, County Council and HCA to act upon their behalf) to access and enter upon the Forestry Land (with or without machinery and plant) to carry out and undertake the Phase 1a Mitigation Creation, Phase 1a Mitigation Management, Phase 1a Mitigation Monitoring, Phase 1b Mitigation Creation, Phase 1b Mitigation Management, Phase 1b Mitigation Monitoring, Phase 1a and Phase 1b General Mitigation Creation, General Mitigation Management and Monitoring, Phase 2 Mitigation and the Rectification Measures as set out in Schedules 1, 2, 3, 4, 5 and 11 hereto in so far as they affect the Forestry Land
- 6.4 agrees during the Forestry Mitigation Management Period and General Mitigation Management Period to the retention of any works or structures constructed on the Forestry Land in accordance with clause 6.3 above PROVIDED THAT such consent is limited to those works and structures necessary to implement the Phase 1a Mitigation Creation, the Phase 1b Mitigation Creation, the Phase 1a and Phase 1b General Mitigation Creation and the creation of Phase 2 Mitigation
- 6.5 confirms that the Forestry's consent and authorisation contained in this clause 6 and Deed in general is conditional upon the HCA, County Council and/or the Developer obtaining all required statutory consents, permits and permissions and entering into a licence(s) in a form to be agreed between the parties to regulate access to and use of the Forestry Land. For the avoidance of doubt such licence(s) shall include the following provisions:
 - 6.5.1 in the event of the Permission being quashed, revoked, expires, withdrawn so that the Development cannot be carried out the licence shall cease to have effect;
 - 6.5.2 in the event that the licence shall cease to have effect pursuant to clause 6.5.1 above any mitigation creation carried out in accordance with Schedules 1, 2 and 3 shall be reinstated using the balance of the Contributions following consultation with the Forestry and the Council.

7 Cessation/Modification/Revocation/Discontinuance of Development

- 7.1 The HCA, the Owners and the Developer covenant and agree with the Council and will procure that any party who acquires an interest in the Land from them will agree
 - 7.1.1 upon the Commencement of Development relating to Phase 1a not to implement nor cause or allow the implementation of planning permissions P1448/12/OUT
 - 7.1.2 upon the Commencement of Development relating to Phase 1b not to implement nor cause or allow the implementation of planning permissions P1449/12/OUT
 - 7.1.3 not to claim nor to seek compensation in respect of the obligation arising under clauses 7.1.1 and 7.1.2 nor in respect of the exercise by the Council of its powers under Sections 97, 99 and 102 of the Act in respect of the planning permissions referred to in clause 7.1.1
 - 7.1.4 to indemnify the Council from and against any and all claims or demands arising from the Council exercising its powers of modification revocation or discontinuance

8 HCA's Covenants with the Council and County Council

8.1 The HCA hereby covenants and agrees with the Council as follows:

8.2 following the issue of the Permission but in any event prior to commencement of Phase 1a:

8.2.1 to pay to the Council the Phase 1a Mitigation Management Contribution relating to the Phase 1a Mitigation Management; and

8.2.2 to pay or procure payment to the Council of a mitigation management contribution for Phase 1a Mitigation Area MP-1F; and

8.2.3 to give to the County Council the County Council Development Notice relating to Phase 1a

8.3 following the issue of the Permission but in any event prior to commencement of Phase 1b:

8.3.1 to pay to the Council the Phase 1b Mitigation Management Contribution relating to the Phase 1b Mitigation Management; and

8.3.2 to give to the County Council the County Council Development Notice relating to Phase 1b

8.4 to comply with the terms of Schedule 1 and in particular to implement or procure compliance with the requirements of Table 2 of Schedule 1 to achieve the aims and objectives set out in Table 1 of Schedule 1 in respect of the Phase 1a Mitigation Creation

8.5 to comply with the terms of Schedule 2 and in particular to implement or procure the implementation of the requirements of Table 2 of Schedule 2 to comply with Table 1 of Schedule 2 in respect of Phase 1b Mitigation Creation

8.6 to implement or procure implementation of any Phase 1a or Phase 1b Rectification Measures as set out in Schedule 11 where monitoring identifies such measures are needed

8.7 to implement or procure the implementation of the monitoring of the Bat Roost Replacement Works as more particularly set out in Schedule 5

8.8 to implement or procure the implementation of the Phase 1a and Phase 1b General Mitigation Creation and associated General Mitigation Management and Monitoring tasks set out in Schedules 1,2, 4 and 5

8.9 to deliver the works required for the Bat Roost Replacement Works subject to the following conditions:

8.9.1 The Bat Roost Replacement Works shall be completed prior to the Commencement of any part of the Development on the Northern United Site

8.9.2 If the HCA is no longer the freeholder of the Northern United Site at the time of the Commencement of any part of the Development on the Northern United Site then the Bat Roost Replacement Works shall be delivered or the delivery shall be procured by the freeholder of the Northern United Site

8.10 to pay the Southern Wildlife Corridor Enhancement Contribution to the Council following the issue of the Permission but in any event prior to Commencement of Development

9 Commencement of Phase 1a or Phase 1b Notices

9.1 If any party apart from the HCA intends to implement the Permission in relation to Phase 1a it shall not Commence Development without first giving written notice of the intention to

Commence Development of Phase 1a to the HCA, as public body, and the HCA, as public body, giving written notice (at its absolute discretion) that development of Phase 1a can commence

- 9.2 If any party apart from the HCA intends to implement the Permission in relation to Phase 1b it shall not Commence Development without first giving written notice of the intention to Commence Development of Phase 1b to the HCA, as public body, and the HCA, as public body, giving written notice (at its absolute discretion) that development of Phase 1b can commence

10 Developer's Covenants with the Council and County Council

- 10.1 to comply with the provisions of Schedule 6 Increased Affordable Housing Provision relating to the relevant Owner's Land

- 10.2 prior to commencement of Phase 2:

10.2.1 to pay the Council the Phase 2 Mitigation Contribution; and

10.2.2 to give to the County Council the County Council Development Notice relating to Phase 2

- 10.3 not to Commence Development of Phase 2 without first giving written notice of the intention to Commence Development to the HCA, as public body, and the HCA, as public body, giving written notice (at its absolute discretion) that development of Phase 2 can commence

- 10.4 to comply with the terms of Schedule 3 and in particular to implement or procure compliance with the requirements of Table 2 of Schedule 3 to achieve the aims and objectives set out in Table 1 of Schedule 3 in respect of the Phase 2 Mitigation

- 10.5 to comply with the terms of Schedule 5 and in particular to implement or procure compliance with the requirements of Table 2 of Schedule 5 to achieve the aims and objectives set out in Table 1 of Schedule 5 in respect of the monitoring of the Phase 2 Mitigation

11 Developer of the Residential Phase's Covenants with the County Council

The Developer of the Residential Phase hereby covenants and agrees with the County Council as follows:

- 11.1 to pay the Education Contribution to the County Council in three equal instalments (together in each case with a sum calculated by reference to any percentage increase in the Education Index calculated in accordance with clause 15.1). The first instalment shall be paid 6 (six) calendar months after Commencement of the Residential Phase, the second instalment shall be paid 12 (twelve) calendar months after the Commencement of the Residential Phase and the third instalment shall be paid 18 (eighteen) calendar months after the Commencement of the Residential Phase.

- 11.2 not to:

11.2.1 cause or permit any part of the Residential Phase to be Commenced; or

11.2.2 make a Disposal of the Residential Phase or any part thereof

without first delivering to the County Council the Education Bond duly executed by the Owner (or the Transferee or Lessee under the Disposal if appropriate) and also by the Education Bondsman together with written irrevocable authority to complete the same

- 11.3 The covenants in clause 11.2 shall not apply to a Disposal of any part of the Land which shall be required by the Highway Authority or any statutory undertaker to provide infrastructure for the Development

11.4 The Owners consent to the entry of the restriction set out in clause 11.5 hereof against Title Numbers GR325815; GR380815 and GR274707 (or any title formed out of Title Numbers GR325815; GR380815 and GR274707) at the Land Registry following completion of this Deed and shall provide the County Council with all necessary assistance and/or documentation to permit entry of the restriction

11.5 The form of the restriction referred to in clause 11.4 shall be:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by Gloucestershire County Council's Head of Legal Services, that the provisions of an agreement dated 26th February 2015 made between Gloucestershire County Council (1) Secretary of State for the Environment Food and Rural Affairs (2) Forest of Dean District Council (3) and Homes and Communities Agency (4) have been complied with or that they do not apply to the disposition.'

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11.6 The restriction shall be released absolutely by the County Council upon either:

11.6.1 receipt by the County Council of the Education Contribution together with any additional payments in accordance with clauses 15.1 or 16; or

11.6.2 receipt by the Head of Legal Services at the County Council of the Education Bond as set out in clause 11.2

whichever is the earlier

12 Repayment of Contributions

12.1 The County Council hereby agrees that in the event that all or part of the Education Contribution is unspent or uncommitted five (5) years from the last date of payment the County Council shall return to the person who paid the Education Contribution any such unexpended or uncommitted sum together with interest from the date of payment until repayment at the LIBID Seven Day Rate on the amount repaid

12.2 The Council hereby agrees that in the event that Commencement of Development does not commence within five(5) years from the last date of payment of a Contribution(s) the Council shall return to the person who paid the Contribution(s) any such unexpended or uncommitted sum together with Interest on the amount repaid from the date of payment until repayment

12.3 The Council hereby agrees that in the event that all or part of the Southern Wildlife Corridor Enhancement Contribution being unspent or uncommitted within five (5) years from the last date of payment the Council shall return to the person who paid the Southern Wildlife Corridor Enhancement Contribution any such unexpended or uncommitted sum together with Interest on the amount repaid from the date of payment until repayment

13 Certificates

The HCA and the Developer covenant and agree with the Council and the County Council:

13.1 where this Deed imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the HCA and/or Developer shall give to the Council and the County Council notice of the Specified Date

13.2 if the HCA and/or Developer fails to give the notice required under clause 13.1 the Council and the County Council shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the HCA, Owners and/or the Developer of their determination within 28 days

14 Notices

- 14.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be sent by recorded delivery first class post or hand delivered to the principal address ^{or} registered office (as appropriate) of the relevant party and any notice to the County Council under this Deed shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery to the Head of Legal Services, Gloucestershire County Council, Shire Hall, Gloucester GL1 2TG.
- 14.2 There shall be no right to serve notices or consents by email but if a party chooses to do so and the other party agrees email may be used
- 14.3 Subject to Clause 14.4 below any such notice, consent or other documents shall be deemed to have been duly received:
- 14.3.1 if despatched by recorded delivery or first class post – 48 hours from the time of posting it to the relevant party; or
 - 14.3.2 if despatched by hand delivery – at the time of actual delivery; or
 - 14.3.3 if despatched by email – the day of sending the email unless despatched after 5pm after which it shall be deemed to have been served the next day
- 14.4 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the postal address of each party are those set out at the beginning of this Deed
- 14.5 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified herein. In proving service by email it shall be sufficient to prove that it was properly addressed and dispatched to the email addresses agreed for service
- 14.6 A party shall not attempt to prevent or delay the service on it of a notice under this Deed
- 14.7 If a notice or other communication is served after 5pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day

15 Index Linking

- 15.1 The Developer of the Residential Phase covenants and agrees with the County Council that the Education Contribution payable by the Developer of the Residential Phase under this Deed shall be increased by the application of the Education Index from the date of its last publication immediately prior to the date of this Deed and the date on which the sum payable under this Deed becomes due

16 Interest

- 16.1 The Developer of the Residential Phase covenants and agrees with the County Council to pay Interest on the sum due to the County Council under this Deed but not paid on the Specified Date from the Specified Date until actual payment.
- 16.2 Any sums paid in accordance with this Deed shall be held in an interest bearing account and any interest accrued shall be used for the purposes for which that sum was paid.

17 Review of the Residential Phase

17.1 The Developer of the Residential Phase and the County Council hereby agree that two (2) years after the latest date on which the Education Contribution is payable reviews shall be carried out and if the number of Residential Units permitted and/or built on the Land differs from the 195 proposed at the date of this Deed:

17.1.1 the Education Contribution shall be re-assessed at £2,563 per Residential Unit; and

17.1.2 that within 28 days of the review the amount of the Education Contribution underpaid shall be Index Linked in accordance with clause 15 of this Deed and paid to the County Council and the amount of the Education Contribution overpaid shall be paid to the person who made the payment

17.2 the Ecological Review

17.2.1 Prior to commencement of Phase 2 the parties to this Deed shall evaluate the Phase 1a Mitigation Management, Phase 1b Mitigation Management, General Mitigation Management and Monitoring and the Bat Roost Replacement Management and Monitoring in accordance with Schedules 1 and 2

18 Change in ownership

18.1 The Owners as landowners agree with the Council and the County Council as Local Planning Authorities to give the Council and the County Council written notice of any change in ownership of their interests in the Land occurring before all the obligations under this Deed have been discharged (within 21 days of such a change in ownership occurring) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan and the date of such purchase PROVIDED THAT the Owners shall not be required to provide information in respect of ownership disposition or change of any individual Residential Unit

19 Dispute Provisions

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

19.2 In the absence of an agreement between the relevant parties as to the person to be appointed under clause 19.1 above the parties shall refer the dispute or difference to a person nominated by or on behalf of the president for the time being of the professional body in England chiefly relevant for such matters as may be in dispute (together with any person appointed under clause 19.1 'the Expert')

19.3 The decision of the Expert shall be final and binding on the parties

19.4 In the absence of manifest error any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

19.5 The Expert shall make his decision within the range of any representations made by the relevant parties themselves.

19.6 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 19.1 or as to the appropriateness of the professional body in clause 19.2 then such question may be referred by either party to the President for the time being of the Law Society for him to appoint a solicitor to determine the dispute on the same terms as clauses 19.3-19.5

19.7 Any Expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after he has received any file or written representation whichever is the later

19.8 The Expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days

19.9 The provisions of this clause shall not affect the ability of the Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief

20 Costs

20.1 The HCA covenants and agrees with the Council to pay to the Council on completion of this Deed their reasonably incurred legal costs incurred in preparing negotiating and entering into this Deed

20.2 The HCA covenants and agrees with the County Council to pay to the County Council on completion of this Deed their reasonably incurred legal costs incurred in preparing negotiating and entering into this Deed

20.3 The HCA covenants and agrees with the Forestry to pay to the Forestry on completion of this Deed their reasonably incurred legal costs incurred in preparing negotiating and entering into this Deed

21 Consent to Registration

21.1 The Forestry consents to the registration of this Deed as a Local Land Charge and as an Agreed Notice on Title Numbers GR267724; GR263266; GR274709; GR274707; GR263626; GR263628 and GR380815 at HM Land Registry

21.2 The HCA consents to the registration of this Deed as a Local Land Charge and as an Agreed Notice on Title Numbers GR259686; GR329746; GR333977 and GR362990 at HM Land Registry

21.3 The Council consents to the registration of this Deed as a Local Land Charge and as an Agreed Notice on Title Numbers GR328448; GR325815; GR330345; GR153631 and GR385286 at HM Land Registry

21.4 Following the performance of all the obligations contained in this Deed the Council shall effect the cancellation of all entries made in the Register of the Local Land Charges and shall make an application(s) to the Land Registry to remove the notices from the Land Registry's records

22 Warranty

22.1 The Forestry hereby warrants to the Council and the County Council that they have not leased mortgaged charged or otherwise created any interest in the land registered with Title Numbers GR267724; GR263266; GR274709; GR274707; GR380815; GR263626 and GR263628 at HM Land Registry at the date of this Deed

22.2 The HCA hereby warrants to the Council and the County Council that they have not leased mortgaged charged or otherwise created any interest in the land registered with Title Numbers GR259686; GR329746; GR362990 and GR333977 at HM Land Registry at the date of this Deed

23 SDLT

23.1 Entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and thus the Council hereby certifies that a Land Transaction Return is not applicable in accordance with Section 79(3) of the Finance Act 2003

24 Effect of invalidity illegality or enforceability

24.1 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

25 General

The parties covenant and agree that:

25.1 nothing in this Deed grants planning permission or any other approval consent or permission required from the Council or the County Council in the exercise of any other statutory function

25.2 nothing in this Deed fetters or restricts the exercise by the Council or the County Council of any of their powers

25.3 the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act

25.4 this Deed is enforceable by the Council and the County Council

25.5 this Deed constitutes the entire agreement between the parties in respect of the Permission

25.6 none of the parties has relied on any express or implied statement warranty representation or undertaking given by or on behalf of another and no collateral agreement exists between the parties

25.7 nothing herein contained excludes the liability of any of the parties in relation to fraud

25.8 this Deed supersedes and replaces all previous negotiations whether oral or written

25.9 this Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999

25.10 this Deed shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts

25.11 it is hereby agreed between the parties hereto that failure by the Council or the County Council at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the Developer of any of the conditions covenants agreements or obligations of this Deed or any failure or delay by the Council or the County Council to exercise any act right or remedy shall not be construed as a waiver of or creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council or the County Council to enforce any provision

25.12 No party will be liable for any breach of this Deed unless they hold an interest in that part of the Land in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach

25.13 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired

25.14 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed

25.15 Where the agreement, approval, consent or expression of satisfaction is required under the terms of this Deed, such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed unless otherwise expressly stated in this Deed

25.16 Where there is reference to a drawing in this Deed the drawing to be referred to is as stated unless alternative drawings are submitted to and approved by the Council as local planning authority

26 Counterparts

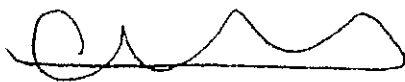
26.1 This Deed may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be an original, but together shall constitute one and the same instrument

26.2 No counterpart shall be effective until each party has executed at least one counterpart

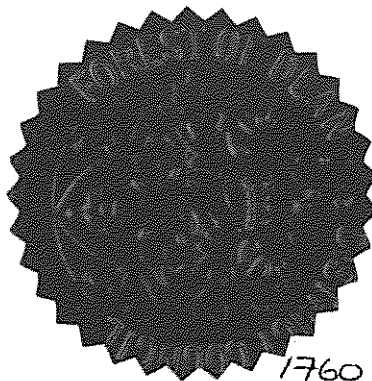
IN WITNESS WHEREOF The Council and the County Council and the Forestry and the HCA have caused their Common Seals to be hereunto affixed the day and year first before written

The Common Seal of the
FOREST OF DEAN DISTRICT COUNCIL

was hereunto affixed in the presence of:




Legal Team Manager



The Common Seal of the
GLOUCESTERSHIRE COUNTY COUNCIL

was hereunto affixed in the presence of:



Head of Legal Services

The Common Seal of the

HOMES AND COMMUNITIES AGENCY

was hereunto affixed in the presence of:

The Corporate Seal of the

SECRETARY OF STATE FOR

ENVIRONMENT FOOD AND RURAL AFFAIRS

was hereunto affixed in the presence of:

INDEX OF SCHEDULES

SCHEDULE 1 – Phase 1a Mitigation Creation

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SCHEDULE 1

Phase 1a Mitigation Creation

1. Definitions and interpretation

The Objectives of the Phase 1a Mitigation Creation are set out in Table 1 below and the Phase 1a Mitigation Creation works are set out in Table 2 below with reference to the Mitigation Plan

2. Assessment

Upon provision of monitoring data, set out in Schedule 5, the Council in consultation with the County Council, HCA, Forestry, the Developer and Natural England, to assess annually the habitat suitability in relation to the aims set out in Table 1 below.

Table 1 – Phase 1a Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1a Aims and Objectives

Habitat Type:	Aims:	Objectives:
Ponds	Creation and maintenance of mid-successional ponds Provision of suitable pond conditions for breeding Provision of vegetation for egg-laying Provision of a variety of foraging opportunities	Submerged plant cover of approximately two thirds of each pond Emergent and floating vegetation of between one quarter and one half of each pond Absence of shading to south side of ponds Maintain deeper water areas (up to 1.5m) through winter silt removal - not more than 30% of the pond and ensuring a minimum 20% aquatic and semi-aquatic vegetation retention
Grassland	Creation and maintenance of species rich grassland Provision of a variety of hibernacula/refugia Creation and maintenance of a varied micro-topography Provision of a variety of foraging opportunities Provision of dispersal opportunities	Species diversity of at least 15 species per square meter (including grasses) on average Less than 10% cover of rye grass, clovers and creeping buttercup and at least 30% cover of wildflowers (excluding white clover, creeping buttercup and 'weed' plants such as docks, nettle, creeping thistle and dandelions) Single annual cut to allow suitable sward growth and seed set with arisings removed to compost heaps Uncut margins (maximum of 5m), particularly around ponds and hibernacula/ refugia, to provide year round cover and connectivity between habitat features and to surrounding habitats Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years

Broad-leaved Woodland	<p>Creation and maintenance of species rich structurally diverse woodland</p> <p>Provision of a variety of summer and winter nesting sites (dormice)</p> <p>Provision of a variety of hibernacula/refugia (GCN)</p> <p>Provision of a variety of foraging opportunities</p> <p>Provision of dispersal opportunities</p>	<p>Multi-storied canopy including a well-lit understorey and numerous links between the different layers and understorey as it develops - avoid formation of a closed canopy (canopy cover between 30 and 60%)</p> <p>Inclusion of a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak) within planting specifications</p> <p>Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years</p> <p>Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
Scrub and Hedgerows	<p>Creation and maintenance of species rich scrub and hedgerow</p> <p>Provision of a variety of summer and winter nesting sites (dormice)</p> <p>Provision of a variety of hibernacula/refugia (GCN)</p> <p>Provision of a variety of foraging opportunities</p> <p>Provision of dispersal opportunities</p>	<p>Provide a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak)</p> <p>Species rich hedgerow to be planted and maintained at a minimum width of 2.0m to allow dispersal to adjoining habitats</p> <p>Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years</p> <p>Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
Amenity Grassland (LE1.1) (Landscape Features outside of adoptable highway)	<p>To provide open grassland for invertebrate dispersal opportunities in association with woodland edge habitats.</p> <p>Provide open areas to extenuate woodland areas as bat flight corridors to and from wildlife underpass crossing points.</p> <p>Provision of a range of micro climates and nectar sources.</p>	<p>Species diversity of at least 8 species per square metre (including grasses) on average.</p> <p>Less than 20% scrub (Bramble, Gorse).</p>
Woodland (LE2.1)	Creation and maintenance of	5 – 10 years a dense stand of young woodland.

(Landscape Features	species structurally woodland	rich diverse	10-20 years dense stand with areas of open areas of less than 15.
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Table 2 Phase 1a Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1a Tasks

Mitigation Plot (shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
Artificial Day Roosts - RR1 and RR2b	Creation of 2 replacement day roosts	Site clearance and construction	Constructed and 'open', by April 2015
Artificial Night Roosts	Creation of 2 night roosts	Site clearance and construction	Constructed and 'open' by February 2016
Wildlife underpass	Creation of one wildlife underpass beneath the new spine road	To be constructed as part of the spine road construction	Prior to use of relevant section of section of new spine road.
	Dormouse habitat enhancements	Installation of nest boxes and nest tubes within new and retained vegetation at underpass entrances - 5 of each at each end (10 of each in total for each underpass)	Following completion of each underpass and associated planting
L1A & L1B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Shrub Layer - Continuous connectivity either side of wildlife underpass parallel with the water course (not required in the underpass)	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/09 Rev 2 & 3511417R 3000/11 Rev 1 dated 15/04/2014 Planting of Gorse, Broom, Hawthorn, Willow, Birch to BS4428:1989 at 1m centres	1 st Planting season following the construction of the Old Engine Brook underpass.
MP-1A (4.21ha)	Grassland creation (3.12ha)	Removal of conifer - perimeter stumps to remain in situ	Prior to completion of phase 1a or opening of college

Mitigation Plot (shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
			building.
MP-1A (4.21ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)	Broad-leaved woodland creation (1.09ha)	Removal of conifer - stumps to remain in situ	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)		Planting of mixed age stock - refer to ES Addendum Figure 7.8	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)	Scrub layer at grassland/ woodland interface	Removal of conifer - stumps to remain in situ	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)		Planting of scrub species - refer to ES Addendum Figure 7.8	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)	Pond creation (2no)	Removal of conifer - stumps to be removed within pond area	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)		Creation of ponds as per ES requirements (approx. 30m x 9m at maximum dims, 230m ² , approx. 1.5m at deepest point, mix of sloping and shelved sides)	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)	Bat habitat enhancements	Installation of bat boxes - 3 per ha, locations to be directed by on site ecologists (12 to be installed for this plot, will be within retained adjacent woodland not within the cleared areas (could attach to the retained broadleaves), they will be installed 2.5m as a minimum (no higher than 4.0m) in clusters of three)	Prior to completion of phase 1a or opening of college building.

Mitigation Plot (shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-1A (4.21ha)	Dormouse habitat enhancements	Installation of nest boxes within retained conifer plantation - 20 per ha, locations to be directed by on site ecologists (within the retained conifer to the west (north of RR2b), will be 80 associated with this plot, will be installed c.2.5m high)	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)		Creation of windrows within woodland and scrub areas to maintain connectivity where necessary	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)	Great Crested Newt habitat enhancements	Creation of log, brash and rubble piles - 5 per ha, locations to be directed by on site ecologists (15 piles along the grassland boundaries, log and brash piles will be c1m x 1m x 1m (depending on materials available), hibernacula will be about 1m x 1m and up to a 0.5m high (will vary to provide different conditions) and partially buried)	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)		Creation of small-scale hummocks, dips, furrows and mounds to increase structural diversity and micro-topography - locations and number to be directed by on site ecologists (across the grassland areas to provide varied conditions and features for newts, anticipated to be no more than 500mm and will not be sharp/steep, expected that stump removal will provide much of what is required)	Prior to completion of phase 1a or opening of college building.
MP-1A (4.21ha)	Breeding bird habitat enhancements	Installation of bird boxes within adjacent woodland and scrub areas - 10 per ha, locations to be directed by on site ecologists (40 boxes to be installed, located within adjacent existing woodland to west, will be installed at a minimum of 2.5m and up to 6m depending on species targeted, mixture of boxes to be used to provide for as many species as possible)	Prior to completion of phase 1a or opening of college building.
MP-1B (0.40ha)	Grassland creation (0.40ha)	Removal of conifer - perimeter stumps to remain in situ	Prior to completion of phase 1a or opening of college building.

Mitigation Plot (shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-1B (0.40ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	Prior to completion of phase 1a or opening of college building.
MP-1B (0.40ha)	Great Crested Newt habitat enhancements	Creation of log, brash and rubble piles - 5 per ha, locations to be directed by on site ecologists (minimum of 2, increase to 5 if sufficient material available, log and brash piles will be c1m x 1m x 1m (depending on materials available), hibernacula will be about 1m x 1m and up to a 0.5m high (will vary to provide different conditions) and partially buried)	Prior to completion of phase 1a or opening of college building.
MP-1C (0.61ha)	Grassland enhancement (0.61ha)	Removal of conifer - perimeter stumps to remain in situ	Prior to completion of phase 1a or opening of college building.
MP-1D (0.31ha)	Woodland enhancement (0.31ha)	Planting of shrub layer - to include seed and berry species to benefit Hawfinch populations	Within one year of opening of College or completion of phase 1a
MP-1E (0.12ha)	Woodland enhancement (0.12ha)	Gradual replacement of conifer with semi-mature broad-leaved species - Oak, Hornbeam, Beech, Ash and Elm preferable to benefit Hawfinches	Within three years of opening of College or completion of phase 1a
MP-1E (0.12ha)		Planting of shrub layer (if necessary) - to include seed and berry species to benefit Hawfinch populations	Within three years of opening of College or completion of phase 1a planting of understorey a minimum of 2 years following completion of conifer replacement
MP-1F (0.59ha)	Grassland enhancement (0.59ha)	Seeding of re-profiled areas - locally sourced	First planting season following completion of reprofiling works

Mitigation Plot (shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-1F (0.59ha)	Hedgerow along Hamblett land boundary	Planting of scrub species - refer to ES Addendum Figure 7.9	First planting season following completion of reprofiling works
MP-2(F)A (3.75ha)	Grassland creation (1.40ha)	Removal of conifer - perimeter stumps to remain in situ	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)	Broad-leaved woodland creation (2.36ha)	Removal of conifer - stumps to remain in situ	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)		Planting of mixed age stock - refer to ES Addendum Figure 7.9	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)	Scrub layer at grassland/ woodland interface	Removal of conifer - stumps to remain in situ	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)		Planting of scrub species - refer to ES Addendum Figure 7.9	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)	Pond creation (2no)	Removal of conifer - stumps to be removed within pond area	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)		Creation of pond as per ES requirements (approx. 30m x 9m at maximum dims, 230m ² , approx. 1.5m at deepest point, mix of sloping and shelved sides)	Prior to completion of phase 1a or opening of college building.

Mitigation Plot (shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-2(F)A (3.75ha)	Bat habitat enhancements	Installation of bat boxes - 3 per ha, locations to be directed by on site ecologists (12 to be installed for this plot, will be within retained adjacent woodland not within the cleared areas (could attach to the retained broadleaves), they will be installed 2.5m as a minimum (no higher than 4.0m) in clusters of three)	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)	Dormouse habitat enhancements	Installation of nest boxes within retained conifer plantation - 20 per ha, locations to be directed by on site ecologists (within the retained conifer to the west (north of RR2b), will be 80 associated with this plot, will be installed c.2.5m high)	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)		Creation of windrows within woodland and scrub areas to maintain connectivity where necessary	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)	Great Crested Newt habitat enhancements	Creation of log, brush and rubble piles - 5 per ha, locations to be directed by on site ecologists (minimum of 15 along the grassland boundaries, log and brush piles will be c1m x 1m x 1m (depending on materials available), hibernacula will be about 1m x 1m and up to a 0.5m high (will vary to provide different conditions) and partially buried)	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)		Creation of small-scale hummocks, dips, furrows and mounds to increase structural diversity and micro-topography - locations and number to be directed by on site ecologists (across the grassland areas to provide varied conditions and features for newts, anticipated to be no more than 300mm and will not be sharp/steep, expected that stump removal will provide much of what is required)	Prior to completion of phase 1a or opening of college building.
MP-2(F)A (3.75ha)	Breeding bird habitat enhancements	Installation of bird boxes within adjacent woodland and scrub areas - 10 per ha, locations to be directed by on site ecologists (30 boxes to be installed, located within adjacent existing woodland to west, will be installed at a minimum of 2.5m and up to 6m depending on species targeted, mixture of	Prior to completion of phase 1a or opening of college building.

Mitigation Plot (shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
		boxes to be used to provide for as many species as possible)	

3. The HCA covenants and agrees with the Council:

- 3.1 To undertake or procure the commencement of the Phase ^{1a}~~1b~~ Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1a prior to the opening of the New Link Road CH
- 3.2 To procure the commencement of the Phase 1a Mitigation Creation prior to the opening of the new education campus
- 3.3 To procure the Practical Completion of the Phase 1a Mitigation Creation within 2 (two) years of the opening of the new education campus for purposes in connection with education and in any event prior to the commencement of the Forestry Mitigation Management Period of the Phase 1a Mitigation Areas (excluding MP-1F)
- 3.4 To commence or procure the commencement of the Phase ^{1a}~~1b~~ Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b prior to the opening of the New Link Road CH
- 3.5 To procure the completion of any further works necessary in response to any written schedule served by the Forestry pursuant to paragraph 5.4 of this Schedule
- 3.6 To procure or undertake and implement Rectification Measures relating to Phase 1a where Phase 1a Mitigation Monitoring demonstrates that the aims and objectives of the Phase 1a Mitigation Management is not being achieved
- 3.7 Following Practical Completion of the Phase 1a Mitigation Creation to meet twice per annum with the Council if required by the Council during the relevant General Mitigation Management Period to evaluate monitoring results relating to the Phase 1a Mitigation Creation relating to Phase 1a Mitigation Area MP-1F and to review the Phase 1a Mitigation Management of the Phase 1a Mitigation Area MP-1F
- 3.8 To undertake or procure the implementation of the Phase 1a Mitigation Management and Phase 1a Mitigation Monitoring so far as they relate to Phase 1a Mitigation Area MP-1F only

4. The HCA covenants and agrees with the Forestry to:

- 4.1 To give written notice to the Forestry upon Practical Completion of the Phase 1a Mitigation Creation carried out in the Phase 1a Mitigation Areas (excluding MP-1F) to enable the Forestry to inspect the Phase 1a Mitigation Areas (excluding MP-1F) PROVIDED THAT if the Forestry fails to carry out an inspection of the Phase 1a Mitigation Areas (excluding MP-

1F) or any part thereof within 28 days of receipt of the written notice then the works shall be deemed to have been delivered to Practical Completion to the Forestry's satisfaction

5. The Forestry covenants and agrees to:

- 5.1 Not unreasonably withhold or delay giving consent to allow for the implementation of the Phase 1a Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation subject to the Forestry granting such licences as are appropriate to permit access on to the Phase 1a Mitigation Areas (excluding MP-1F) and for the Phase 1a and Phase 1b General Mitigation Creation areas for the purposes of this paragraph
- 5.2 Not unreasonably withhold or delay giving consent for the monitoring of habitats and species within the Phase 1a Mitigation Areas and Phase 1a and Phase 1b General Mitigation Creation Areas for the subject to the Forestry granting such licences as are appropriate to permit access on to the Phase 1a Mitigation Areas (excluding MP-1F) and Phase 1a and Phase 1b General Mitigation Creation Areas for the purposes of this paragraph
- 5.3 Not unreasonably withhold or unreasonably delay its consent(s), to allow the implementation and management of landscaping in accordance with proposals on plans 3000/06 (rev1), 07 (rev1), 08 (rev1), 09 (rev 2), 10 (rev 2), 11 (rev1), 12 and 05 Rev C and Soft Landscaping Scheme required under conditions 27, 28 and 29 of Application subject to the Forestry granting such licences as are appropriate to permit access on to the Forestry's Land for the purposes of this paragraph
- 5.4 Within 28 days of service of a notice under paragraph 4.1 of this Schedule to carry out an inspection of the Phase 1a Mitigation Creation (excluding MP-1F) or any part thereof and to prepare a written schedule of any defects and matters outstanding on the HCA
- 5.5 Upon Practical Completion of the Phase 1a Mitigation Creation (excluding MP-1F) to the Forestry's reasonable satisfaction the Forestry shall serve written notice on the HCA confirming the commencement of the Forestry Mitigation Management Period for the Phase 1a Mitigation Creation (excluding MP-1F) PROVIDED THAT such date shall not be later than 28 days after service of the notice
- 5.6 On 1 January each year during the Forestry Mitigation Management Period to deliver to the Council a breakdown of the projected costs associated with the management of the Phase 1a Mitigation Areas (excluding MP-1F)
- 5.7 On or before 31 December in each year during the Forestry Mitigation Management Period to deliver to the Council a detailed invoice setting out the management costs relating to the Phase 1a Mitigation Areas (excluding MP-1F) for the previous 12 months
- 5.8 Following Practical Completion of the Phase 1a Mitigation Creation (excluding MP-1F) to the Forestry's reasonable satisfaction to meet twice per annum with the Council if required by the Council during the Forestry Mitigation Management Period to evaluate monitoring results relating to the Phase 1a Mitigation Creation (excluding MP-1F) and to review the Phase 1a Mitigation Management
- 5.9 To allow the HCA to carry out such Rectification Measures as may be necessary to achieve the aims and objectives of the Phase 1a Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation as set out in Table 1 of Schedule 1

6. The Council covenants and agrees to:

- 6.1 pay the Forestry within 28 days of receipt of each invoice delivered in accordance with paragraph 5.7 above the management costs detailed in the invoice

6.2 confirm within 21 days of receipt of the breakdown of projected costs referred to in paragraph 5.6 above that it shall approve the breakdown and confirm to the Forestry whether the Council holds the necessary funds to cover the projected costs

SCHEDULE 2

Phase 1b Mitigation Creation

1. Definitions and interpretation

The Objectives of the Phase 1b Mitigation Creation are set out in Table 1 below and the Phase 1b Mitigation Creation works are set out in Table 2 below with reference to the Mitigation Plan

2. Assessment

Upon provision of monitoring data set out in Schedule 5, the Council in consultation with the County Council, HCA, Forestry, the Developer and Natural England, to assess annually the habitat suitability in relation to the aims set out in Table 1 below.

Table 1 – Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b Aims and Objectives

Habitat Type:	Aims:	Objectives:
Ponds	Creation and maintenance of mid-successional ponds Provision of suitable pond conditions for breeding Provision of vegetation for egg-laying Provision of a variety of foraging opportunities	Submerged plant cover of approximately two thirds of each pond Emergent and floating vegetation of between one quarter and one half of each pond Absence of shading to south side of ponds Maintain deeper water areas (up to 1.5m) through winter silt removal - not more than 30% of the pond and ensuring a minimum 20% aquatic and semi-aquatic vegetation retention
Grassland	Creation and maintenance of species rich grassland Provision of a variety of hibernacula/refugia Creation and maintenance of a varied micro-topography Provision of a variety of foraging opportunities Provision of dispersal opportunities	Species diversity of at least 15 species per square meter (including grasses) on average Less than 10% cover of rye grass, clovers and creeping buttercup and at least 30% cover of wildflowers (excluding white clover, creeping buttercup and 'weed' plants such as docks, nettle, creeping thistle and dandelions) Single annual cut to allow suitable sward growth and seed set with arisings removed to compost heaps Uncut margins (maximum of 5m), particularly around ponds and hibernacula/ refugia, to provide year round cover and connectivity between habitat features and to surrounding habitats Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years

<p>Broad-leaved Woodland</p>	<p>Creation and maintenance of species rich structurally diverse woodland Provision of a variety of summer and winter nesting sites (dormice) Provision of a variety of hibernacula/refugia (GCN) Provision of a variety of foraging opportunities Provision of dispersal opportunities</p>	<p>Species diversity of at least 15 species per square meter (including grasses) on average Less than 10% cover of rye grass, clovers and creeping buttercup and at least 30% cover of wildflowers (excluding white clover, creeping buttercup and 'weed' plants such as docks, nettle, creeping thistle and dandelions) Single annual cut to allow suitable sward growth and seed set with arisings removed to compost heaps Uncut margins (maximum of 5m), particularly around ponds and hibernacula/ refugia, to provide year round cover and connectivity between habitat features and to surrounding habitats Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
<p>Scrub and Hedgerows</p>	<p>Creation and maintenance of species rich scrub and hedgerow Provision of a variety of summer and winter nesting sites (dormice) Provision of a variety of hibernacula/refugia (GCN) Provision of a variety of foraging opportunities Provision of dispersal opportunities</p>	<p>Provide a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak) Species rich hedgerow to be planted and maintained at a minimum width of 2.0m to allow dispersal to adjoining habitats Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
<p>Amenity Grassland (LE1.1) (Landscape Features outside of adoptable highway)</p>	<p>To provide open grassland for invertebrate dispersal opportunities in association with woodland edge habitats. Provide open areas to extenuate woodland areas as bat flight corridors to and from wildlife underpass crossing points. Provision of a range of micro climates and nectar sources.</p>	<p>Species diversity of at least 8 species per square metre (including grasses) on average. Less than 20% scrub (Bramble, Gorse).</p>
<p>Woodland (LE2.1) (Landscape Features outside of adoptable</p>	<p>Creation and maintenance of species rich structurally diverse woodland Provision of foraging opportunities for a range of species (Bats / Reptiles /</p>	<p>5 – 10 years a dense stand of young woodland. 10-20 years dense stand with areas of open areas of less than 15. 20 years dense stand with multi-layered canopy to</p>

highway)	Dormice / Amphibians). Provision of dispersal routes for a range of species (Bats / Reptiles / Dormice / Amphibians).	boarders. Inclusion of a variety of potential floral food sources including the presence of Hazel, Bramble, Hawthorn and Oak.
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Table 2 Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b Tasks

Mitigation Plot (as shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
Wildlife underpasses	Creation of three wildlife underpasses beneath the new spine road	To be constructed as part of the spine road construction	Prior to use of relevant section of new spine road
	Dormouse habitat enhancements	Installation of nest boxes and nest tubes within new and retained vegetation at underpass entrances – 5 of each at each end (10 of each in total for each underpass)	Following completion of each underpass and associated planting
L2A & L2B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Shrub Layer - Continuous connectivity either side of wildlife underpass parallel with the water course (not required in the underpass)	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/09 Rev 2 & 3511417R 3000/11 Rev 1 dated 15/04/2014 Planting of Gorse, Broom, Hawthorn, Willow, Birch to BS4428:1989 at 1m centres	1st Planting season following the construction of the Cinderford Brook underpass.

L2A & L2B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland Edge - Dense cover to provide connectivity at a range of heights	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/09 Rev 2 & 3511417R 3000/11 Rev 1 dated 15/04/2014	1st Planting season following the construction of the Cinderford Brook underpass.
L2C & L2D (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Amenity Grassland	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/08 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	1st Planting season following the construction of the wildlife underpass in this location.
L2C & L2D (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge - Dense cover to provide connectivity at a range of heights	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/08 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	Immediately following construction of the wildlife underpass in this location.
L2E & L2F (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Amenity Grassland	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/07 Rev 1, 3511417R-HCC 3000/08 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	Immediately following construction of the road in this location.
L2G	Amenity Grassland	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/07	Immediately following

(Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)		Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	construction of the wildlife underpass in this location.
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge - Dense cover to provide connectivity at a range of heights.	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/07 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	Immediately following construction of the wildlife underpass in this location.
(Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Species Hedgerow - Structural feature connecting with wildlife underpasses.	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/07 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	Immediately following construction of the wildlife underpass in this location.
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Amenity Grassland	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/07 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	Immediately following the closing of the existing A4136 access
L2H (Landscape Features outside of adoptable	Woodland / Woodland Edge - Dense cover to provide connectivity at a	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/07 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	Immediately following the closing of the existing A4136 access

highway as shown on the Landscape Features Plan)	range of heights.		
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Species Hedgerow - Structural feature connecting with wildlife underpasses.	Implement landscaping in accordance with landscaping plans 3511417R-HCC 3000/07 Rev 1 & 3511417R 3000/11 Rev 1 dated 15/04/2014	Immediately following construction of the wildlife underpass in this location.
MP-2(F)B (0.10ha)	Broad-leaved woodland creation (0.10ha)	Removal of existing track	Prior to the use of the spine road entrance onto the A4136
MP-2(F)B (0.10ha)		Planting of mixed age stock - refer to the revised landscaping plan for phase 2 detailed permission development	Prior to the use of the spine road entrance onto the A4136
MP-2	Restoration of Ponds 13a and 20 and 22, 32 and 23a, b & c	Slubbing out of vegetation and silt	Within 2 years of spine road entrance onto A4136 coming into use. Winter months
MP-2	Restoration of Ponds 13a and 20 and 22, 32 and 23a, b & c	Removal of trees to reduce shading	Within 2 years of spine road entrance onto A4136 coming into use. - winter months
MP-2	Restoration of Ponds 14, 15 and 16	Removal of trees to reduce shading	Within 2 years of spine road entrance onto A4136 coming into use. winter months

MP-2		Isolation of eastern spur from Pond 10 and removal of fish through electrofishing	Within 2 years of spine road entrance onto A4136 coming into use winter months
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3. The HCA covenants and agrees with the Council:

- 3.1 To commence or procure the commencement of the Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b prior to the opening of the New Link Road
- 3.2 To undertake or procure the implementation of the Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b and to arrange or procure that the party undertaking the Phase 1b Mitigation Creation arranges for Practical Completion of the Phase 1b Mitigation Creation to the Forestry's satisfaction prior to the commencement of the Forestry Mitigation Management Period for Phase 1b Mitigation Management
- 3.3 To have delivered the Phase 1b Mitigation Creation to Practical Completion and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b to practical completion within 2 years of the Commencement of Development relating to Phase 1b
- 3.4 To procure any further works necessary in response to any written schedule served by the Forestry pursuant to paragraph 5.4 of this Schedule
- 3.5 To undertake and implement Rectification Measures relating to Phase 1b where monitoring demonstrates that the aims and objectives of the Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b is not being achieved
- 3.6 Following Practical Completion of the Phase 1b Mitigation Creation to meet twice per annum with the Council during the Forestry Mitigation Management Period to evaluate monitoring results relating to the Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation relating to Phase 1b and to review the Phase 1b Mitigation Management of the Phase 1b Mitigation Areas

4. The HCA covenants and agrees with the Forestry to:

- 4.1 To give written notice or to procure that the party undertaking the Phase 1b Mitigation Creation carried out in the Phase 1b Mitigation Areas gives written notice to the Forestry upon Practical Completion of the Phase 1b Mitigation Areas to enable the Forestry to inspect the Phase 1b Mitigation Areas PROVIDED THAT if the Forestry fails to carry out an inspection of the Phase 1b Mitigation Areas or any part thereof within 28 days of receipt of the written notice then the works shall be deemed to have been delivered to Practical Completion to the Forestry's satisfaction

5. The Forestry covenants and agrees to:

- 5.1 Not unreasonably withhold or delay giving consent to allow for the implementation of the Phase 1b Mitigation Creation and Phase 1a and Phase 1b General Mitigation Creation subject to the Forestry granting such licences as are appropriate to permit access on to the Phase 1b Mitigation Areas and for the Phase 1a and Phase 1b General Mitigation Creation Areas for the purposes of this paragraph
- 5.2 Not unreasonably withhold or delay giving consent for the monitoring of habitats and species within the Phase 1b Mitigation Areas subject to the Forestry granting such licences as are appropriate to permit access on to the Phase 1b Mitigation Areas for the purposes of this paragraph
- 5.3 Not unreasonably withhold or unreasonably delay its consent(s), to allow the implementation and management of landscaping in accordance with proposals on plans 3000/06 (rev1), 07 (rev1),08 (rev1),09 (rev 2),10 (rev 2), 11 (rev1), 12 and 05 Rev C and Soft Landscaping Scheme required under conditions 27, 28 and 29 of Application subject to the Forestry granting such licences as are appropriate to permit access on to the Forestry's Land for the purposes of this paragraph
- 5.4 Within 28 days of service of a notice under paragraph 4.1 of this Schedule to carry out an inspection of the Phase 1b Mitigation Creation or any part thereof and to prepare a written schedule of any defects and matters outstanding on the HCA
- 5.5 Upon Practical Completion of the Phase 1b Mitigation Creation to the Forestry's reasonable satisfaction the Forestry shall serve written notice on the HCA confirming the Forestry Mitigation Management Period for the Phase 1b Mitigation Creation PROVIDED THAT such date shall not be later than 28 days after service of the notice
- 5.6 On 1 January each year during the Forestry Mitigation Management Period to deliver to the Council a breakdown of the projected costs associated with the management of the Phase 1b Mitigation Areas
- 5.7 On or before 31 December in each year during the Forestry Mitigation Management Period to deliver to the Council a detailed invoice setting out the cost of the management costs relating to the Phase 1b Mitigation Areas for the previous 12 months
- 5.8 Following Practical Completion of the Phase 1b Mitigation Creation to meet twice per annum with the Council during the Forestry Mitigation Management Period to evaluate monitoring results relating to the Phase 1b Mitigation Creation and to the review Phase 1b Mitigation Management
- 5.9 Allow the HCA to carry out such Rectification Measures as may be necessary to achieve the aims and objectives of the Phase 1b Mitigation Creation as set out in Table 1 of Schedule 2

6. The Council covenants and agrees to:

- 6.1 pay the Forestry within 28 days of receipt of each invoice delivered in accordance with paragraph 5.7 above the management costs detailed in the invoice
- 6.2 confirm within 21 days of receipt of the breakdown of projected costs referred to in paragraph 5.6 above that it shall approve the breakdown and confirm to the Forestry whether the Council holds the necessary funds to cover the projected costs

SCHEDULE 3

Phase 2 Mitigation

1. Definitions and interpretation

The Objectives of the Phase 2 Mitigation are set out in Table 1 below and the Phase 2 Mitigation Creation works are set out in Table 2 below with reference to the Mitigation Plan

2. Assessment

Upon provision of monitoring data set out in Schedule 5, the Council in consultation with the County Council, HCA, Forestry, the Developer and Natural England, to assess annually the habitat suitability in relation to the aims set out in Table 1 below.

Table 1 Phase 2 Mitigation Aims and Objectives

Habitat Type:	Aims:	Objectives:
Ponds	<ul style="list-style-type: none"> Creation and maintenance of mid-successional ponds Provision of suitable pond conditions for breeding Provision of vegetation for egg-laying Provision of a variety of foraging opportunities 	<ul style="list-style-type: none"> Submerged plant cover of approximately two thirds of each pond Emergent and floating vegetation of between one quarter and one half of each pond Absence of shading to south side of ponds Maintain deeper water areas (up to 1.5m) through winter silt removal - not more than 30% of the pond and ensuring a minimum 20% aquatic and semi-aquatic vegetation retention
Grassland	<ul style="list-style-type: none"> Creation and maintenance of species rich grassland Provision of a variety of hibernacula/refugia Creation and maintenance of a varied micro-topography Provision of a variety of foraging opportunities Provision of dispersal opportunities 	<ul style="list-style-type: none"> Species diversity of at least 15 species per square meter (including grasses) on average Less than 10% cover of rye grass, clovers and creeping buttercup and at least 30% cover of wildflowers (excluding white clover, creeping buttercup and 'weed' plants such as docks, nettle, creeping thistle and dandelions) Single annual cut to allow suitable sward growth and seed set with arisings removed to compost heaps Uncut margins (maximum of 5m), particularly around ponds and hibernacula/ refugia, to provide year round cover and connectivity between habitat features and to surrounding habitats Creation of log, brush and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years

<p>Broad-leaved Woodland</p>	<p>Creation and maintenance of species rich structurally diverse woodland Provision of a variety of summer and winter nesting sites (dormice) Provision of a variety of hibernacula/refugia (GCN) Provision of a variety of foraging opportunities Provision of dispersal opportunities</p>	<p>Multi-storied canopy including a well-lit understorey and numerous links between the different layers and understorey as it develops - avoid formation of a closed canopy (canopy cover between 30 and 60%) Inclusion of a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak) within planting specifications Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
<p>Scrub and Hedgerows</p>	<p>Creation and maintenance of species rich scrub and hedgerow Provision of a variety of summer and winter nesting sites (dormice) Provision of a variety of hibernacula/refugia (GCN) Provision of a variety of foraging opportunities Provision of dispersal opportunities</p>	<p>Provide a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak) Species rich hedgerow to be planted and maintained at a minimum width of 2.0m to allow dispersal to adjoining habitats Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>

Table 2 Phase 2 Mitigation Tasks

Mitigation Plot (as shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-2(R)A (2.43ha)	Grassland creation (2.43ha)	Removal of conifer around the tump and on lower slopes only (ratio of approximately 70% open grassland to 30% retained conifer due to stability issues) - perimeter stumps to remain in situ	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)A (2.43ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)A (2.43ha)	Great Crested Newt habitat enhancements	Creation of log, brash and rubble piles - 5 per ha, locations to be directed by on site ecologists (minimum of 15 along the grassland boundaries, log and brash piles will be c1m x 1m x 1m (depending on materials available), hibernacula will be about 1m x 1m and up to a 0.5m high (will vary to provide different conditions) and partially buried)	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)A (2.43ha)		Creation of small-scale hummocks, dips, furrows and mounds to increase structural diversity and micro-topography - locations and number to be directed by on site ecologists (across the grassland areas to provide varied conditions and features for newts, anticipated to be no more than 300mm and will not be sharp/steep, expected that stump removal will provide much of what is required)	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)B (0.79ha)	Woodland enhancement (0.79ha)	Gradual replacement of conifer with semi-mature broad-leaved species - over a minimum of 20 years, plot to be divided into clear-fell compartments of an appropriate size to ensure negligible impacts on bats, a single compartment will then be felled and restocked approximately every other year	To be agreed in detail as required by 2.2 below (staggered over a minimum of 20 years) - October clearance to avoiding bird breeding season with November planting

Mitigation Plot (as shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-2(R)C (4.29ha)	Woodland enhancement (4.29ha)	Gradual replacement of conifer with semi-mature broad-leaved species - over a minimum of 20 years, plot to be divided into clear-fell compartments of an appropriate size to ensure negligible impacts on bats, a single compartment will then be felled and restocked approximately every other year	To be agreed in detail as required by 2.2 below (staggered over a minimum of 20 years) - October clearance to avoiding bird breeding season with November planting
MP-2(R)D (6.89ha)	Grassland creation (2.11ha)	Removal of conifer - perimeter stumps to remain in situ	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)D (6.89ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)D (6.89ha)	Broad-leaved woodland creation (4.78ha)	Removal of conifer - stumps to remain in situ	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)D (6.89ha)		Planting of mixed age stock - similar to that used for previous mitigation areas (refer to ES Addendum Figures 7.8 and 7.9)	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)D (6.89ha)		Seeding of an open glade to the southern boundary adjacent to the residential development plot	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)D (6.89ha)	Great Crested Newt habitat enhancements	Creation of log, brash and rubble piles - 5 per ha, locations to be directed by on site ecologists (minimum of 10 along the grassland boundaries, log and brash piles will be c1m x 1m x 1m (depending on materials available), hibernacula will be about 1m x 1m and up to a 0.5m high (will vary to provide different conditions) and partially buried)	To be agreed in detail as required by 2.2 below - late October/November

Mitigation Plot (as shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-2(R)D (6.89ha)		Creation of small-scale hummocks, dips, furrows and mounds to increase structural diversity and micro-topography - locations and number to be directed by on site ecologists (across the grassland areas to provide varied conditions and features for newts, anticipated to be no more than 300mm and will not be sharp/steep, expected that stump removal will provide much of what is required)	To be agreed in detail as required by 2.2 below - late October/November
MP-2(R)E (0.53ha)	Woodland enhancement (0.53ha)	Planting of shrub layer - to include seed and berry species to benefit Hawfinch populations	To be agreed in detail as required by 2.2 below - planting to be undertaken during the dormant period (November to March)
MP-2(R)F (0.07ha)	Woodland enhancement (0.07ha)	Gradual replacement of conifer with semi-mature broad-leaved species - Oak, Hornbeam, Beech, Ash and Elm preferable to benefit Hawfinches	To be agreed in detail as required by 2.2 below October clearance to avoiding bird breeding season with November planting - timings to be confirmed following consultation
MP-2(R)F (0.07ha)		Planting of shrub layer (if necessary) - to include seed and berry species to benefit Hawfinch populations	To be agreed in detail as required by 2.2 below - November planting of understorey a minimum of 2 years following conifer replacement
MP-2(R)G (0.27ha)	Grassland creation (0.27ha)	Removal of conifer - perimeter stumps to remain in situ	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)G (0.27ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	To be agreed in detail as required by 2.2 below - late September/October

Mitigation Plot (as shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-2(R)H (1.99ha)	Great Crested Newt habitat enhancements (for Phase 1 translocation)	Creation of 8 log and brash piles - locations as directed by on site ecologists (will be c1m x 1m x 1m (depending on materials available))	To be agreed in detail as required by 2.2 below
MP-2(R)H (1.99ha)		Installation of 3 linear compost heaps - locations as directed by on site ecologists (located along grassland boundaries, supporting frames will be 0.5m high, 0.5m wide and 1.0m long with a small gap beneath)	To be agreed in detail as required by 2.2 below
MP-2(R)H (1.99ha)	Grassland creation (1.99ha)	Removal of conifer - perimeter stumps to remain in situ	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)H (1.99ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)H (1.99ha)	Pond creation (1no)	Removal of conifer - stumps to be removed within pond area	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)H (1.99ha)		Creation of pond as per ES requirements (approx. 30m x 9m at maximum dims, 230m ² , approx. 1.5m at deepest point, mix of sloping and shelved sides)	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)I (0.56ha)	Great Crested Newt habitat enhancements (for Phase 1 translocation)	Creation of 2 log and brash piles - locations as directed by on site ecologists (will be c1m x 1m x 1m (depending on materials available))	To be agreed in detail as required by 2.2 below
MP-2(R)I (0.56ha)		Installation of 1 linear compost heap - locations as directed by on site ecologists (located along grassland boundaries, supporting frames will be 0.5m high, 0.5m wide and 1.0m long with a small gap beneath)	To be agreed in detail as required by 2.2 below

Mitigation Plot (as shown on the Mitigation Plan unless otherwise stated)	Objective	Task	Timing
MP-2(R)I (0.56ha)	Grassland creation (0.56ha)	Removal of conifer - perimeter stumps to remain in situ	To be agreed in detail as required by 2.2 below - late September/October
MP-2(R)I (0.56ha)		Seeding - locally sourced/ local hay cut or seed mix appropriate to the soil type	To be agreed in detail as required by 2.2 below - late September/October

2.1 'Development Plot' means the plots identified and lettered accordingly on the Phase Plan

Development Plot as shown on the Phase Plan	Plot Mitigation (as set out in Schedule 3 above hereto)
A (or any part thereof)	MP-2(R)C
B	MP-2(R)B
C	MP-2(R)E, F, G & H
D	MP-2(R) A
F (or any part thereof)	MP2-(R)I
G or H	MP-2(R)D taking account of the Habitats Regulations Assessment dated 30 th October 2014

2.2 'Scheme of Implementation' means a document setting out the proposals for implementing the Phase 2 Mitigation and enhancement in respect of the relevant Development Plot:

- (a) aims and objectives
- (b) review of site potential and constraints
- (c) identification of target habitats and range of species appropriate for the site
- (d) selection of appropriate strategies for creating/restoring target habitats and other features
- (e) method statement with appropriate techniques and practices for plant establishment
- (f) source and supply of plant materials
- (g) extent and location of proposed works
- (h) aftercare (up to 5 years) and long term management (years 5 to 20)
- (i) responsible persons
- (j) schedule and timing of works; and
- (k) monitoring and review

3. The Developer covenants and agrees with the Council:

- 3.1 Prior to a Reserved Matters Application or a Residential Reserved Matters Application to submit specific details of the Scheme of Implementation of the Phase 2 Mitigation areas as for the Phase 2 Mitigation Areas it is proposed to develop to the Council PROVIDED THAT no development in respect of the relevant Development Plot shall take place until the Council has provided its written approval of the proposed Scheme of Implementation in consultation with the Forestry
- 3.2 To undertake the implementation of the creation works for the Phase 2 Mitigation in so far as it relates to the Development Plot comprising Biodiversity Strategy Enhancement for the areas as shown on the Phase 2 Enhancement Areas Plan and to arrange for Practical Completion of the creation works for the Phase 2 Mitigation in so far as it relates to the plot being developed prior to transfer of the future management of the Phase 2 Mitigation Areas to the Forestry
- 3.3 To give written notice to the Forestry upon Practical Completion of the creation works for the Phase 2 Mitigation carried out in the Phase 2 Mitigation Areas or any part thereof
- 3.4 To allow the Forestry to inspect the Phase 2 Mitigation Areas or any part thereof PROVIDED THAT if the Forestry fails to carry out an inspection of the Phase 2 Mitigation Areas or any part thereof within 28 days of receipt of the written notice then the works shall be deemed to have been delivered to Practical Completion to the Forestry's satisfaction
- 3.5 To procure any further works necessary in response to any written schedule served by the Forestry pursuant to paragraph 5.4 of this Schedule

4. The Developer covenants and agrees to:

- 4.1 To undertake and implement Rectification Measures relating to Phase 2 Mitigation where monitoring demonstrates that the aims and objectives of the Phase 2 Mitigation is not being delivered in so far as it relates to the plot being developed
- 4.2 Once the Phase 2 Mitigation creation works have been completed, to meet twice per annum during the Forestry Mitigation Management Period with the Council to evaluate monitoring results relating to the Phase 2 Mitigation and to review the management of the Phase 2 Mitigation Areas

5. The Forestry covenants and agrees to:

- 5.1 Not unreasonably withhold or delay giving consent to allow for the implementation of the Phase 2 Mitigation creation works or any part thereof subject to the Forestry granting such licences as are appropriate to permit access on to the Phase 2 Mitigation Areas for the purposes of this paragraph
- 5.2 Not unreasonably withhold or delay giving consent for the monitoring of habitats and species within the Phase 2 Mitigation Areas subject to the Forestry granting such licences as are appropriate to permit access on to the Phase 2 Mitigation Areas for the purposes of this paragraph
- 5.3 Within 28 days of service of a notice under paragraph 3.3 of this Schedule to carry out an inspection of the Phase 2 Mitigation or any part thereof and to prepare a written schedule of any defects and matters outstanding on the Developer
- 5.4 Upon Practical Completion of the Phase 2 Mitigation, ^{creation works} or any part thereof to the Forestry's reasonable satisfaction the Forestry shall serve written notice on the Developer confirming the Forestry Mitigation Management Period for the Phase 2 Mitigation PROVIDED THAT such date shall not be later than 28 days after service of the notice

- 5.5 On 1 January each year during the Forestry Mitigation Management Period to deliver to the Council a breakdown of the projected costs associated with the management of the Phase 2 Mitigation Areas
- 5.6 On or before 31 December in each year during the Forestry Mitigation Management Period to deliver to the Council a detailed invoice setting out the cost of the management costs relating to the Phase 2 Mitigation for the previous 12 months
- 5.7 To meet twice per annum with the Council during the Forestry Mitigation Management Period to evaluate monitoring results relating to the creation of the Phase 2 Mitigation and to review the management of the Phase 2 Mitigation Areas
- 5.8 Allow the Developer to carry out such Rectification Measures as may be necessary to achieve the aims and objectives of the creation of the Phase 2 Mitigation as set out in Schedule 3

6. The Council covenants and agrees to:

- 6.1 pay the Forestry within 28 days of receipt of each invoice delivered in accordance with paragraph 5.6 above the management costs detailed in the invoice
- 6.2 confirm within 21 days of receipt of the breakdown of projected costs referred to in paragraph 5.5 above that it shall approve the breakdown and confirm to the Forestry whether the Council holds the necessary funds to cover the projected costs

SCHEDULE 4

Mitigation Management

1. Mitigation management to be carried out as set out in Table 2 for the appropriate phase of development and mitigation area to achieve objectives as set out in Table 1 with reference to the Mitigation Plan

2. Assessment

Upon provision of monitoring data set out in Schedule 5, the Council in consultation with the County Council, HCA, Forestry, the Developer and Natural England, to assess annually the habitat suitability in relation to the aims set out in Table 1 below.

Table 1 Mitigation Management Aims and Objectives (all Phases)

Habitat Type:	Aims:	Objectives:
Ponds	<ul style="list-style-type: none"> Creation and maintenance of mid-successional ponds Provision of suitable pond conditions for breeding Provision of vegetation for egg-laying Provision of a variety of foraging opportunities 	<ul style="list-style-type: none"> Submerged plant cover of approximately two thirds of each pond Emergent and floating vegetation of between one quarter and one half of each pond Absence of shading to south side of ponds Maintain deeper water areas (up to 1.5m) through winter silt removal - not more than 30% of the pond and ensuring a minimum 20% aquatic and semi-aquatic vegetation retention
Grassland	<ul style="list-style-type: none"> Creation and maintenance of species rich grassland Provision of a variety of hibernacula/refugia Creation and maintenance of a varied micro-topography Provision of a variety of foraging opportunities Provision of dispersal opportunities 	<ul style="list-style-type: none"> Species diversity of at least 15 species per square meter (including grasses) on average Less than 10% cover of rye grass, clovers and creeping buttercup and at least 30% cover of wildflowers (excluding white clover, creeping buttercup and 'weed' plants such as docks, nettle, creeping thistle and dandelions) Single annual cut to allow suitable sward growth and seed set with arisings removed to compost heaps Uncut margins (maximum of 5m), particularly around ponds and hibernacula/ refugia, to provide year round cover and connectivity between habitat features and to surrounding habitats Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years
Broad-	Creation and maintenance of	Multi-storied canopy including a well-lit understorey and

leaved Woodland	<p>species rich structurally diverse woodland</p> <p>Provision of a variety of summer and winter nesting sites (dormice)</p> <p>Provision of a variety of hibernacula/refugia (GCN)</p> <p>Provision of a variety of foraging opportunities</p> <p>Provision of dispersal opportunities</p>	<p>numerous links between the different layers and understorey as it develops - avoid formation of a closed canopy (canopy cover between 30 and 60%)</p> <p>Inclusion of a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak) within planting specifications</p> <p>Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years</p> <p>Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
Scrub and Hedgerows	<p>Creation and maintenance of species rich scrub and hedgerow</p> <p>Provision of a variety of summer and winter nesting sites (dormice)</p> <p>Provision of a variety of hibernacula/refugia (GCN)</p> <p>Provision of a variety of foraging opportunities</p> <p>Provision of dispersal opportunities</p>	<p>Provide a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak)</p> <p>Species rich hedgerow to be planted and maintained at a minimum width of 2.0m to allow dispersal to adjoining habitats</p> <p>Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years</p> <p>Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
<p>Amenity Grassland (LE1.1)</p> <p>(Landscape Features outside of adoptable highway)</p>	<p>To provide open grassland for invertebrate dispersal opportunities in association with woodland edge habitats.</p> <p>Provide open areas to extenuate woodland areas as bat flight corridors to and from wildlife underpass crossing points.</p> <p>Provision of a range of micro climates and nectar sources.</p>	<p>Species diversity of at least 8 species per square metre (including grasses) on average.</p> <p>Less than 20% scrub (Bramble, Gorse).</p>
<p>Woodland (LE2.1)</p> <p>(Landscape Features outside of adoptable highway)</p>	<p>Creation and maintenance of species rich structurally diverse woodland</p> <p>Provision of foraging opportunities for a range of species (Bats / Reptiles / Dormice / Amphibians).</p> <p>Provision of dispersal routes for a range of species (Bats / Reptiles / Dormice /</p>	<p>5 – 10 years a dense stand of young woodland.</p> <p>10-20 years dense stand with areas of open areas of less than 15.</p> <p>20 years dense stand with multi-layered canopy to boarders.</p> <p>Inclusion of a variety of potential floral food sources including the presence of Hazel, Bramble, Hawthorn and Oak.</p>

	Amphibians).	
Woodland Edge (LE2.2) (Landscape Features outside of adoptable highway)	Provision of dispersal routes for a range of species (Bats / Reptiles / Dormice / Amphibians and species using riparian habitats) at wildlife underpass (Cinderford Brook).	Dense cover to provide connectivity at a range of heights. Continuous shrub layer connectivity either side of wildlife underpass parallel with the water course (not required in the underpass). Maintain a clear open central channel area of 2m – 5m width.

Table 2 Mitigation Management Tasks

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
Artificial Day Roosts - RR1 and RR2b	Repair of roost structures	November to March	As required for 50 years unless after 25 years the roost buildings are unused by bats
Artificial Night Roosts	Repair of roost structures	November to March	As required for 50 years unless after 25 years the roost buildings are unused by bats
Wildlife underpasses	Repair/replacement of permanent guide fencing - structure itself will be monitored and maintained as part of the standard highways maintenance	May to September	As required
	Clean out of dormouse boxes and tubes	November	Annually

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
L1A & L1B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Shrub Layer – Establishment - Replace any failed planting	November - January	1 - 5 years
L1A & L1B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Shrub Layer – Management -Coppice on an 8-12 year cycle depending on growth no more than ¼ at any one time	November - January	Every 8-12 years depending on growth
L2A & L2B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Shrub Layer – Establishment - Replace any failed planting	November - January	1 - 5 years
L2A & L2B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Native Shrub Layer – Management - Coppice on an 8-12 year cycle depending on growth no more than ¼ at any one time	November - January	Every 8-12 years depending on growth

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
L2A & L2B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland Edge – Establishment - Replace any failed planting	November - January	1 - 5 years
L2A & L2B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland Edge – Management -Maintain clearance to highway and footway by removal of side branches	November - January	Annually
L2A & L2B (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland Edge- Management – Thin /coppice as required to maintain shrub layer and promote establishment of larger trees	November - January	As required
L2C & L2 D (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Amenity Grassland – Management - Annual cut to maintain open area	August – September	Annually

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
L2C & L2 D (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Establishment - Replace any failed planting	November - January	1 -5 years
L2C & L2 D (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Establishment – Planting to take place as soon as underpass constructed, water if planting take place outside of the winter.	May –September	Year of planting
L2C & L2 D (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required
L2 E & L2F (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Amenity Grassland – Management - Annual cut to maintain open area	August – September	Annually

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Amenity Grassland – Management - Annual cut to maintain open area	August – September	Annually
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Establishment - Replace any failed planting	November - January	1 -5 years
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Establishment – Planting to take place as soon as underpass constructed, water if planting take place outside of the winter.	May –September	Year of planting
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Hedgerow – Establishment - Replace any failed planting	November - January	1 -5 years
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Hedgerow –Establishment – Planting to take place as soon as underpass constructed, water if planting take place outside of the winter.	May –September	Year of planting
L2G (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Hedgerow – Management trim every year after establishment (year 5) to maintain a dense trimmed hedgerow of 1.5 -3m in height and 1.5 -3m in width with Clear separation feature from open space / amenity grassland.	December - January	Annually after 5 years

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Amenity Grassland – Management - Annual cut to maintain open	August – September	Annually
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Establishment - Replace any failed planting	November - January	1 -5 years
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Establishment – Planting to take place as soon as underpass constructed, water if planting take place outside of the winter.	May –August	Year of planting

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
(Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Woodland / Woodland Edge –Management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Hedgerow – Establishment - Replace any failed planting	November - January	1 -5 years
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Hedgerow –Establishment – Planting to take place as soon as underpass constructed, water if planting take place outside of the winter.	May –August	Year of planting
L2H (Landscape Features outside of adoptable highway as shown on the Landscape Features Plan)	Hedgerow – Management trim every year after establishment (year 5) to maintain a dense trimmed hedgerow of 1.5 -3m in height and 1.5 -3m in width with Clear separation feature from open space / amenity grassland.	December - January	Annually after 5 years

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
MP-1A (4.21ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-1A (4.21ha)	Broadleaf woodland management - woodland blocks to be managed on a long-rotation coppice (10 to 15 years) (subject to agreement with FC). All coppicing to be undertaken in the winter.	November - January	10-15 year rotation following establishment
MP-1A (4.21ha)	Scrub management - coppice areas of scrub on a 7 year rotation across the site. All coppicing to be undertaken in winter.	November - January	7 year rotation following establishment
MP-1A (4.21ha)	Pond management - removal of aquatic vegetation from ponds to be undertaken on long rotation across the site (to be triggered where aquatic macrophyte cover is > 80%). No more than 1/3 of aquatic vegetation to be removed from the pond in any one year.	November - January	As identified through monitoring
MP-1A (4.21ha)	Pond management - arisings to be piled on the banks for several hours (to allow any fauna to return to the pond) before removing to a designated compost area (to be sited in an area of negligible wildlife interest).	November - January	As identified through monitoring
MP-1A (4.21ha)	Pond management - more extensive de-silting of ponds to be undertaken as required (i.e. as demonstrated by results of monitoring). Must be undertaken in the winter months and must ensure retention of at least 20% of aquatic macrophyte cover.	November - January	As identified through monitoring
MP-1A (4.21ha)	Clean out of bat, bird and dormouse boxes	November	Annually
MP-1A (4.21ha)	Repair/replacement of bat, bird and dormouse boxes	November	As required

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
MP-1A (4.21ha)	Repair/replacement of hibernacula and refugia	May to September	As required
MP-1B (0.40ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-1B (0.40ha)	Repair/replacement of hibernacula and refugia	May to September	As required
MP-1C (0.61ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-1D (0.31ha)	Broadleaf woodland management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required
MP-1E (0.12ha)	Broadleaf woodland management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
MP-1F (0.59ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-1F (0.59ha)	Hedgerow management - cut every two to three years once established (no cut for a minimum 3 years following planting) to encourage branching. Cut to be undertaken in winter.	November - January	Cut every 2-3 years to encourage branching
MP-2(F)A (3.75ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-2(F)A (3.75ha)	Broadleaf woodland management - woodland blocks to be managed on a long-rotation coppice (10 to 15 years) (subject to agreement with FC). All coppicing to be undertaken in the winter.	November - January	10-15 year rotation following establishment
MP-2(F)A (3.75ha)	Scrub management - coppice areas of scrub on a 7 year rotation across the site. All coppicing to be undertaken in winter.	November - January	7 year rotation following establishment
MP-2(F)A (3.75ha)	Pond management - removal of aquatic vegetation from ponds to be undertaken on long rotation across the site (to be triggered where aquatic macrophyte cover is > 80%). No more than 1/3 of aquatic vegetation to be removed from the pond in any one year.	November - January	As identified through monitoring

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
MP-2(F)A (3.75ha)	Pond management - arisings to be piled on the banks for several hours (to allow any fauna to return to the pond) before removing to a designated compost area (to be sited in an area of negligible wildlife interest).	November - January	As identified through monitoring
MP-2(F)A (3.75ha)	Pond management - more extensive desilting of ponds to be undertaken as required (i.e. as demonstrated by results of monitoring). Must be undertaken in the winter months and must ensure retention of at least 20% of aquatic macrophyte cover.	November - January	As identified through monitoring
MP-2(F)A (3.75ha)	Clean out of bat, bird and dormouse boxes	November	Annually
MP-2(F)A (3.75ha)	Repair/replacement of bat, bird and dormouse boxes	November	As required
MP-2(F)A (3.75ha)	Repair/replacement of hibernacula and refugia	May to September	As required
MP-2(F)B (0.10ha)	Broadleaf woodland management - woodland blocks to be managed on a long-rotation coppice (10 to 15 years) (subject to agreement with FC). All coppicing to be undertaken in the winter.	November - January	10-15 year rotation following establishment
MP-2 Enhancement of pond 10	Pond management - removal of aquatic vegetation from ponds to be undertaken on long rotation across the site (to be triggered where aquatic macrophyte cover is > 80%). No more than 1/3 of aquatic vegetation to be removed from the pond in any one year.	November - January	As identified through monitoring
	Pond management - arisings to be piled on the banks for several hours (to allow any fauna to return to the pond) before removing to a designated compost area (to be sited in an area of negligible wildlife interest).	November - January	As identified through monitoring
	Pond management - more extensive desilting of ponds to be undertaken as required (i.e. as demonstrated by results of monitoring). Must be undertaken in the winter months and must ensure retention of at least 20% of aquatic macrophyte cover.	November - January	As identified through monitoring

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
MP-2 Restoration of ponds 13a, 20, 22, 32, 23a, b and c, 14, 15 and 16	Pond management - removal of aquatic vegetation from ponds to be undertaken on long rotation across the site (to be triggered where aquatic macrophyte cover is > 80%). No more than 1/3 of aquatic vegetation to be removed from the pond in any one year.	November - January	As identified through monitoring
	Pond management - arisings to be piled on the banks for several hours (to allow any fauna to return to the pond) before removing to a designated compost area (to be sited in an area of negligible wildlife interest).	November - January	As identified through monitoring
	Pond management - more extensive desilting of ponds to be undertaken as required (i.e. as demonstrated by results of monitoring). Must be undertaken in the winter months and must ensure retention of at least 20% of aquatic macrophyte cover.	November - January	As identified through monitoring
MP-2(R)A (2.43ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-2(R)A (2.43ha)	Repair/replacement of hibernacula and refugia	May to September	As required
MP-2(R)B (0.79ha)	Broadleaf woodland management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required
MP-2(R)C (4.29ha)	Broadleaf woodland management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
MP-2(R)D (6.89ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-2(R)D (6.89ha)	Broadleaf woodland management - woodland blocks to be managed on a long-rotation coppice (10 to 15 years) (subject to agreement with FC). All coppicing to be undertaken in the winter.	November - January	10-15 year rotation following establishment
MP-2(R)D (6.89ha)	Repair/replacement of hibernacula and refugia	May to September	As required
MP-2(R)E (0.53ha)	Broadleaf woodland management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required
MP-2(R)F (0.07ha)	Broadleaf woodland management - to be restricted to the removal of diseased/dead trees where there are health and safety implications only	November - January	As required
MP-2(R)G (0.27ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-2(R)H (1.99ha)	Repair/replacement of hibernacula and refugia	May to September	As required

Mitigation Unit (as shown on the Mitigation Plan unless otherwise stated)	Management requirements	Timing	Occurrence
MP-2(R)H (1.99ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing
MP-2(R)H (1.99ha)	Pond management - removal of aquatic vegetation from ponds to be undertaken on long rotation across the site (to be triggered where aquatic macrophyte cover is > 80%). No more than 1/3 of aquatic vegetation to be removed from the pond in any one year.	November - January	As identified through monitoring
MP-2(R)H (1.99ha)	Pond management - arisings to be piled on the banks for several hours (to allow any fauna to return to the pond) before removing to a designated compost area (to be sited in an area of negligible wildlife interest).	November - January	As identified through monitoring
MP-2(R)H (1.99ha)	Pond management - more extensive de-silting of ponds to be undertaken as required (i.e. as demonstrated by results of monitoring). Must be undertaken in the winter months and must ensure retention of at least 20% of aquatic macrophyte cover.	November - January	As identified through monitoring
MP-2(R)I (0.56ha)	Repair/replacement of hibernacula and refugia	May to September	As required
MP-2(R)I (0.56ha)	Grassland management - a rotational management strategy will be implemented with the result that each area of rough grassland only receives one annual cut or is only grazed every other year. Cutting of rough areas will be staggered across the site and arisings will be removed to compost heaps. All cutting will be timed for either the spring or autumn to allow flowering plants to set seed whilst minimising the risk of injury to amphibians.	March/April or September/November	Annually for cutting, every other year for grazing

SCHEDULE 5

Mitigation Monitoring

1. Mitigation monitoring to be carried out for the appropriate phase of development , and mitigation areas as set out in Table 2 to achieve objectives as set out in Table 1 with reference to the Mitigation Plan

2. Assessment

Upon provision of monitoring data set out in this Schedule 5, the Council in consultation with the County Council, HCA, Forestry, the Developer and Natural England, to assess annually the habitat suitability in relation to the aims set out in Table 2 below.

Table 1 Mitigation Monitoring Aims and Objectives (all Phases)

Habitat Type:	Aims:	Objectives:
Ponds	Creation and maintenance of mid-successional ponds Provision of suitable pond conditions for breeding Provision of vegetation for egg-laying Provision of a variety of foraging opportunities	Submerged plant cover of approximately two thirds of each pond Emergent and floating vegetation of between one quarter and one half of each pond Absence of shading to south side of ponds Maintain deeper water areas (up to 1.5m) through winter silt removal - not more than 30% of the pond and ensuring a minimum 20% aquatic and semi-aquatic vegetation retention
Grassland	Creation and maintenance of species rich grassland Provision of a variety of hibernacula/refugia Creation and maintenance of a varied micro-topography Provision of a variety of foraging opportunities Provision of dispersal opportunities	Species diversity of at least 15 species per square meter (including grasses) on average Less than 10% cover of rye grass, clovers and creeping buttercup and at least 30% cover of wildflowers (excluding white clover, creeping buttercup and 'weed' plants such as docks, nettle, creeping thistle and dandelions) Single annual cut to allow suitable sward growth and seed set with arisings removed to compost heaps Uncut margins (maximum of 5m), particularly around ponds and hibernacula/ refugia, to provide year round cover and connectivity between habitat features and to surrounding habitats Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years
Broad-leaved Woodland	Creation and maintenance of species rich structurally diverse woodland	Multi-storied canopy including a well-lit understorey and numerous links between the different layers and understorey as it develops - avoid formation of a closed

	<p>Provision of a variety of summer and winter nesting sites (dormice)</p> <p>Provision of a variety of hibernacula/refugia (GCN)</p> <p>Provision of a variety of foraging opportunities</p> <p>Provision of dispersal opportunities</p>	<p>canopy (canopy cover between 30 and 60%)</p> <p>Inclusion of a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak) within planting specifications</p> <p>Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years</p> <p>Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>
Scrub and Hedgerows	<p>Creation and maintenance of species rich scrub and hedgerow</p> <p>Provision of a variety of summer and winter nesting sites (dormice)</p> <p>Provision of a variety of hibernacula/refugia (GCN)</p> <p>Provision of a variety of foraging opportunities</p> <p>Provision of dispersal opportunities</p>	<p>Provide a variety of potential floral food sources including the presence of key species (hazel, honeysuckle, bramble, sweet chestnut, yew, hawthorn and oak)</p> <p>Species rich hedgerow to be planted and maintained at a minimum width of 2.0m to allow dispersal to adjoining habitats</p> <p>Creation and maintenance of windrows to provide additional dispersal opportunities during first 5 years</p> <p>Creation of log, brash and rubble refugia and hibernacula along habitat boundaries to be maintained for a minimum of 5 years</p>

Table 2 Mitigation Monitoring Tasks (all Phases)

Mitigation Unit	Monitoring requirements	Timing	Occurrence
General	<p>Comprehensive and detailed early warning monitoring scheme for bat roosting, foraging and commuting to include: purpose, aims and objectives of monitoring; identification/provision of adequate baseline data; appropriate success criteria, thresholds, triggers, targets against which effectiveness of mitigation can be monitored and judged; methods of data gathering and analysis; location of points/areas where monitoring will be undertaken; timing and duration of monitoring; responsible persons and lines of communication; review and publication of results/outcomes; adaptive management that will be implemented if monitoring shows that measures are ineffective or not reaching stated aims and objectives.</p>	In accordance with agreed scheme	In accordance with the agreed scheme
Artificial Day Roosts - RR1 and RR2b	Monthly monitoring of bat presence and activity	All year around (internal inspections to be replaced by dusk emergence surveys during the active period or when deemed	Years 1 - 10

Mitigation Unit	Monitoring requirements	Timing	Occurrence
		to pose a disturbance risk)	
Artificial Day Roosts - RR1 and RR2b	Monthly monitoring of temperature and humidity within the roosts	All year around (internal inspections to be replaced by dusk emergence surveys during the active period or when deemed to pose a disturbance risk)	Years 1 - 10
Artificial Day Roosts - RR1 and RR2b	Regular maintenance checks	All year around in conjunction with the roost monitoring works	Years 1 - 10
Artificial Night Roosts	Monthly monitoring of bat presence and activity	All year around (internal inspections to be replaced by dusk emergence surveys during the active period or when deemed to pose a disturbance risk)	Years 1 - 10
Artificial Night Roosts	Monthly monitoring of temperature and humidity within the roosts	All year around (internal inspections to be replaced by dusk emergence surveys during the active period or when deemed to pose a disturbance risk)	Years 1 - 10
Artificial Night Roosts	Regular maintenance checks	All year around in conjunction with the roost monitoring works	Years 1 - 10
Wildlife underpasses	Monitoring of bat activity through and around each of the underpasses - may use night vision equipment to accurately count bat numbers	May - August	Years 1 – 10 following completion of each underpass

Mitigation Unit	Monitoring requirements	Timing	Occurrence
Wildlife underpasses	Monitoring of GCN movements across the site to determine use of wildlife underpasses – comparison of belly patterns, use of torching and refugia checks in and around the underpasses	In conjunction with the population class monitoring (Mid-March to mid-June)	Years 1-3, 5 and 8 following clearance
Wildlife underpasses	Annual condition checks of permanent guide fencing - structure itself will be monitored and maintained as part of the standard highways maintenance	In conjunction with the population class and GCN movement monitoring (Mid-March to mid-June)	Years 1-3, 5 and 8 following completion of each underpass
Wildlife underpasses	Biannual checks of dormouse boxes and tubes	May and September	Years 1-5 following installation
MP-1A (4.21ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-1A (4.21ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5, 10, 15 and 20 following clearance
MP-1A (4.21ha)	Annual scrub monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice and GCN	Late May/early June	Years 2 - 24 following clearance
MP-1A (4.21ha)	Annual pond monitoring to assess habitat condition - aquatic/semi-aquatic vegetation availability, canopy shading and silt levels	Mid-March to mid-June (in conjunction with GCN population class monitoring)	Years 1-3, 5 and 8 following clearance
MP-1A (4.21ha)	On-going population size class monitoring of GCN population - 6 visits to each pond (existing and newly created) within 250m of the development area, three survey methods during suitable weather conditions	Mid-March to mid-June (at least 3 visits between mid-April and mid-May)	Years 1-3, 5 and 8 following clearance
MP-1A (4.21ha)	Monitoring of GCN movements across the site to determine use of wildlife underpasses – comparison of belly patterns, use of torching and refugia checks in and around the underpasses	In conjunction with the population class monitoring (Mid-March to mid-June)	Years 1-3, 5 and 8 following clearance
MP-1A (4.21ha)	Biannual checks of bat, bird and dormouse boxes	May and September	Years 1-5 following installation

Mitigation Unit	Monitoring requirements	Timing	Occurrence
MP-1A (4.21ha)	Annual condition checks of hibernacula and refugia	April/June	Years 1-5 following installation
MP-1B (0.40ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-1B (0.40ha)	Annual condition checks of hibernacula and refugia	April/June	Years 1-5 following installation
MP-1C (0.61ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-1D (0.31ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5, 10, 15 and 20 following enhancement
MP-1E (0.12ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5, 10, 15 and 20 following enhancement
MP-1F (0.59ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-1F (0.59ha)	Annual hedgerow monitoring to assess habitat condition - canopy height, composition and connectivity for dormice and GCN	Late May/early June	Years 2 - 24 following clearance
MP-2(F)A (3.75ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-2(F)A (3.75ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5, 10, 15 and 20 following clearance
MP-2(F)A (3.75ha)	Annual scrub monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice and GCN	Late May/early June	Years 2 - 24 following clearance
MP-2(F)A (3.75ha)	Annual pond monitoring to assess habitat condition - aquatic/semi-aquatic vegetation availability, canopy shading and silt levels	Mid-March to mid-June (in conjunction with GCN population class monitoring)	Years 1-3, 5 and 8 following clearance
MP-2(F)A (3.75ha)	On-going population size class monitoring of GCN population - 6 visits to each pond (existing and newly created) within 250m of the development area, three survey methods during suitable weather conditions	Mid-March to mid-June (at least 3 visits between mid-April and mid-	Years 1-3, 5 and 8 following clearance

Mitigation Unit	Monitoring requirements	Timing	Occurrence
		May)	
MP-2(F)A (3.75ha)	Monitoring of GCN movements across the site to determine use of wildlife underpasses – comparison of belly patterns, use of torching and refugia checks in and around the underpasses	In conjunction with the population class monitoring (Mid-March to mid-June)	Years 1-3, 5 and 8 following clearance
MP-2(F)A (3.75ha)	Biannual checks of bat, bird and dormouse boxes	May and September	Years 1-5 following installation
MP-2(F)A (3.75ha)	Annual condition checks of hibernacula and refugia	April/June	Years 1-5 following installation
MP-2(F)B (0.10ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for bats and dormice	Late May/early June	Years 1-5, 8 and 10 following planting
MP-2	Annual pond monitoring to assess habitat condition - aquatic/semi-aquatic vegetation availability, canopy shading and silt levels	Mid-March to mid-June (in conjunction with GCN population class monitoring)	Years 1-3, 5 and 8 following management
MP-2	On-going population size class monitoring of GCN population - 6 visits to each pond (existing and newly created) within 250m of the development area, three survey methods during suitable weather conditions	Mid-March to mid-June (at least 3 visits between mid-April and mid-May)	Years 1-3, 5 and 8 following completion of phase 1b
MP-2(R)A (2.43ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-2(R)A (2.43ha)	Annual condition checks of hibernacula and refugia	April/June	Years 1-5 following installation
MP-2(R)B (0.79ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5 following enhancement - will be staggered in relation to enhancement programme

Mitigation Unit	Monitoring requirements	Timing	Occurrence
MP-2(R)C (4.29ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5 following enhancement - will be staggered in relation to enhancement programme
MP-2(R)D (6.89ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-2(R)D (6.89ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5, 10, 15 and 20 following creation
MP-2(R)D (6.89ha)	Annual condition checks of hibernacula and refugia	April/June	Years 1-5 following installation
MP-2(R)E (0.53ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5, 10, 15 and 20 following enhancement
MP-2(R)F (0.07ha)	Annual broad-leaved woodland monitoring to assess habitat condition - canopy height, composition, availability of refugia and hibernacula and connectivity for dormice	Late May/early June	Years 1-5, 10, 15 and 20 following enhancement
MP-2(R)G (0.27ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-2(R)H (1.99ha)	Annual condition checks of hibernacula and refugia	April/June	Years 1-5 following installation
MP-2(R)H (1.99ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance
MP-2(R)H (1.99ha)	Annual pond monitoring to assess habitat condition - aquatic/semi-aquatic vegetation availability, canopy shading and silt levels	Mid-March to mid-June (in conjunction with GCN population class monitoring)	Years 1-3, 5 and 8 following clearance
MP-2(R)H (1.99ha)	On-going population size class monitoring of GCN population - 6 visits to each pond (existing and newly created) within 250m of the development area, three survey methods during suitable weather conditions	Mid-March to mid-June (at least 3 visits between mid-April and mid-May)	Years 1-3, 5 and 8 following clearance
MP-2(R)I (0.56ha)	Annual condition checks of hibernacula and refugia	April/June	Years 1-5 following installation

Mitigation Unit	Monitoring requirements	Timing	Occurrence
MP-2(R)I (0.56ha)	Annual grassland monitoring to assess habitat condition - sward height, composition, availability of refugia and hibernacula, connectivity for GCN and habitat structure	Late May/early June	Years 2 - 24 following clearance

3.1 The HCA covenants and agrees with the Council:

- 3.1.1 to undertake or procure the implementation of the Phase 1a Mitigation Monitoring and Phase 1b Mitigation Monitoring; General Mitigation Management and Monitoring and generic monitoring as set out in Table 2 above; and
- 3.1.2 to undertake or procure a report on the monitoring as set out in Table 2 above to the Council by the 1 June for the previous calendar year.

3.2 The Developer covenants and agrees with the Council:

- 3.2.1 to undertake or procure the implementation of monitoring of the Phase 2 Mitigation creation and enhancement of the southern wildlife corridor pursuant to payment of the Southern Wildlife Corridor Enhancement Contribution; and
- 3.2.2 to report on the monitoring as set out in Table 2 above to the Council by 1 June for the previous calendar year.

3.3 The Forestry covenants and agrees to:

- 3.3.1 Not unreasonably withhold or delay giving consent for the monitoring of habitats and species within the Phase 1a Mitigation Areas, Phase 1b Mitigation Areas, Phase 1a and Phase 1b General Mitigation Creation areas and/or Phase 2 Mitigation Areas subject to the Forestry granting such licences as are appropriate.

SCHEDULE 6

INCREASED AFFORDABLE HOUSING PROVISION

The Developer of the Residential Phase covenants with the District Council as follows:

1. Prior to the submission of each Reserved Matters Application relating to the Residential Phase the Developer of the Residential Phase shall submit to and obtain the written approval of the Council for the Affordable Housing for that part of the Development in accordance with the Permission SUBJECT TO the provisions of paragraph 2 of this Schedule
2. Two (2) months prior to the submission of each Residential Reserved Matters Application relating to each Residential Phase the Developer of the Residential Phase shall prepare and deliver to the Council a Development Notice and the Council shall within 20 Working Days of receipt of the Development Notice provide written notice to the Developer of the Residential Phase that updated Viability Information is required
3. In the event that the Council notifies the Developer of the Residential Phase that the Viability Information is required the Developer of the Residential Phase will provide the Viability Information to the Council at the Developer of the Residential Phase's own expense.
4. The Viability Information should include details of the likely levels of grant funding that would be required to enable the proportion of the Affordable Housing to be increased up to a maximum of 40% of the total number of Residential Units within the Residential Phase based on a tenure split of up to a maximum of 70% affordable to 30% shared ownership.
5. Following the receipt of the Viability Information the Council shall at any time be entitled to request additional information and evidence in respect of matters contained in (or omitted from) the Viability Information. The Developer of the Residential Phase shall reasonably and promptly after any such request provide to the Council such information and evidence as is requested.
6. If the Council gives the Developer of the Residential Phase written notice that it agrees with the Viability Information then that information shall become the agreed Viability Information for the purposes of this Deed
7. If the Council considers that the Viability Information should be independently assessed the Council will notify the Developer of the Residential Phase within 20 Working Days of receipt of the Viability Information. The cost of any independent assessment of the Viability Information will be borne equally by the Council and the Developer of the Residential Phase.
8. In the event that the Council requests an independent assessment of Viability Information the independent assessor will assess the Viability Information and confirm to the Developer of the Residential Phase no later than three months prior to the submission of a Residential Reserved Matters Application pursuant to the Permission in respect of each Residential Phase that grant funding is available with respect to that Phase then as regards that Phase:
9. If the Council decides that the Viability Information should be independently assessed the Developer of the Residential Phase will be provided with written details of those parts of the Viability Information that are not agreed together with reasons, alternative figures, assumptions or bases of calculations. The Developer of the Residential Phase shall then within 20 Working Days following receipt of the Council's response provide a reply in writing either:

- 9.1 confirming the Developer of the Residential Phase's acceptance of the Council's alternative figures, assumptions or bases of calculation; or
 - 9.2 specifying those matters contained within the Council's response that are not agreed ('the Disputed Matters2).
10. If the Developer of the Residential Phase fails to provide a written response in accordance with the provisions of paragraph 9 then the Viability Information (as amended by the incorporation of any alternative details submitted by the Council pursuant to paragraph 9) shall be deemed to be the agreed Viability Information for the purposes of this Deed
 11. Any disputed matters shall be determined as provided for in clause 19 of this Deed.
 12. In the event that the Council notifies the Developer of the Residential Phase that no Viability Information is required or fails to respond to the Development Notice within 20 Working Days of receipt then no review shall be undertaken at that stage and the level of Affordable Housing will continue at the Agreed Affordable Housing Provision
 13. Prior to the issue of the first Residential Reserved Matters Application relating to the Residential Phase the Developer of the Residential Phase shall obtain the written approval of the Council for the number of Affordable Housing Units for that part of the Development in accordance with the Agreed Affordable Housing Provision or where relevant the Increased Affordable Housing Provision identified pursuant to this Schedule
 14. In the event that the Council confirms to the Developer of the Residential Phase no later than two months prior to the submission of reserved matters pursuant to the Planning Permission in respect of each Phase that either grant funding is available or following assessment of the Viability Information that an increased Agreed Affordable Housing Provision could be provided with respect to that phase then as regards that phase:
 - 14.1 the proportion of the Affordable Housing shall be increased up to a maximum of 40% of the total number of dwellings within that phase and/or
 - 14.2 the tenure mix of the Affordable Housing up to a maximum of 70% affordable rented to 30% shared ownership and
 - 14.3 the Affordable Housing Units will be designed and constructed to comply with the Housing Corporation Design and Quality standards;
 15. In the event that an Increased Affordable Housing Provision is identified the Affordable Housing will be provided in accordance with Schedule 7.

SCHEDULE 7

Affordable Housing

1. Interpretation

'Affordable Housing' means affordable housing within any of the meanings defined or described in Annex B of the National Planning Policy Framework dated March 2012

'Affordable Housing Consideration'

means the price to be paid for the Affordable Housing Units by an RPSH which shall be the price which an RPSH can afford to pay for the Affordable Housing Units enabling the RPSH to provide a tenure split of 30% shared ownership units and 70% affordable rented units

'Affordable Housing Units'

means the units of accommodation on the Land equivalent to 40% of the total Residential Units on the land to be transferred to the RPSH which will be available to meet the needs of eligible households including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices in the district of the Forest of Dean

'Affordable Housing Transfer'

means one or more transfers of the Affordable Housing Units substantially in the form of the draft transfer at Schedule 9 to this Deed but incorporating such additional easements reservations covenants and other modifications as the Council and Owner may reasonably require to reflect the nature and location of the Affordable Housing Units

'Affordable Rent Unit'

means an Affordable Housing Unit let as either an assured tenancy as defined by s1 of the Housing Act 1988 or a fixed term tenancy for a minimum period of 2 years (or any statutory extension re-enactment or modification thereof) or a starter or probationary tenancy through the involvement of a RPSH and which is subject to rent controls that require a rent of up to 80% of the local market rent (including service charges where applicable) and which will not exceed the local housing allowance for the Forest of Dean at the time of the letting and the RPSH upon each occasion that a new affordable rent tenancy is issued for that Affordable Rent Unit will be required to recalculate the rent to ensure that such rent remains no more than 80% of market rent and which will not exceed the local housing allowance for the Forest of Dean

'Nomination Agreement' means the Agreement set out in Schedule 8 to this Deed

'RPSH' means a registered provider of social housing (in England) within the meaning of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant which has been approved by the Council as demonstrating that it is capable of delivering the acquisition of and long term management of the Affordable Housing Units, or any other body approved by the Council for such purposes.

'Shared Ownership Unit' means an Affordable Housing Unit in respect of which a lease is granted at a premium equal to a percentage of the Affordable Housing Consideration and subject to a rent payable in respect of the remaining percentage and whether or not the lessee has the right to pay a further premium in respect of a further percentage of purchase price and/or to acquire a leasehold or freehold reversion to the lease and is provided with regard to local incomes and local house prices in the district of the Forest of Dean at a cost below market price and rents.

2. Developer Covenants

The Developer hereby covenants and agrees with the Council:

- 2.1 to provide the Affordable Housing Units to be constructed on the Land in accordance with the Homes and Communities Agency Design and Quality Standards current at the time of construction (unless otherwise agreed in writing by the Council) in such location or locations as may otherwise be approved by the Council in writing of which the units shall be of such size and type as approved by the Council with the Affordable Housing Units being distributed throughout the Land;
- 2.2 to provide fully serviced Affordable Housing Units linking in each case to the estate roads sewers and service systems to be constructed and laid as part of the remainder of the Development and connected ultimately to highways and sewers maintainable at the public expense;
- 2.3 to endeavour to agree with the Council within a period of 3 months from the date of this Deed on the identity of the RPSH or other body to which the Affordable Housing Units are to be transferred but if no such agreement has been reached at the expiration of such period to notify the Council in writing within 28 days thereof and the Council shall then be entitled to nominate an RPSH or other appropriate body for that purpose;
- 2.4 to transfer the Affordable Housing Units to the RPSH in accordance with the Affordable Housing Transfer at the Affordable Housing Consideration prior to occupation of 60% of the Open Market Units;
- 2.5 not to occupy or cause or allow the occupation of 61% of the Open Market Units before the Affordable Housing Units shall have been transferred to an RPSH or other appropriate body for

that purpose in accordance with the terms of the Affordable Housing Transfer and the Affordable Housing Mix at the Affordable Housing Consideration;

2.6 not to dispose of or cause or allow the disposal of any individual Affordable Housing Unit other than:

2.6.1 in respect of [] units numbered [] on [the Plan (or) Plan No () by way of shared ownership lease and

2.6.2 in respect of [] units numbered [] on [the Plan (or) Plan No () by way of an assured tenancy agreement complying with the guidance given by the Homes and Communities Agency under the Housing Act 1996 Section 36 or Housing and Regeneration Act 2008 or

2.6.3 by way of the right to buy or the preserved right to buy under the Housing Act 1985 or the right to acquire under the Housing Act 1996 or Housing and Regeneration Act 2008 or other statutory disposal scheme as may be in force from time to time

2.6.4 and to a person who satisfies the qualifications set out in clause 2.6.5

2.6.5 The qualifications referred to in clause 2.6.4 are that the person:

2.6.5.1 is an individual

2.6.5.2 is considered by the RPSH in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit

2.6.5.3 is not able easily to compete in the open market for housing accommodation in the district of Forest of Dean and is a specified eligible household within the meaning of clause 2.6.5.5

2.6.5.4 before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease exceeding 3 years within the last 12 months (save that the condition shall not apply where the Council is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his only or principal home

2.6.5.5 for the purposes of clause 2.6.5.3 "specified eligible household" means an individual listed on the Councils housing register and /or the zone agents list of eligible applicants

2.7 Upon transfer of the Affordable Housing Units to the RPSH to procure the execution by the RPSH and delivery to the Council of a deed of nomination rights substantially in the form set out in Schedule 8 of this Deed and the RPSH to enter into a service level agreement to advertise properties through the Gloucestershire Homeseeker Partnership;

2.8 to take all reasonable and prudent steps to avert the repossession of the Affordable Housing Unit by a chargee or mortgagee or the exercise by any chargee or mortgagee of a power of sale and for these purposes in the event of significant or major default under the security or likely such default to co-operate fully with the Council and the Homes and Communities Agency to arrange a transfer of the Affordable Housing Units with sitting tenants to another RPSH or (at the Council's option) to the Council and in particular shall inform the Council immediately in the event of a notification from such chargee or mortgagee of any breach or alleged breach of any of its security obligations;

2.9 that in the event of a major or significant default under any security or in other circumstances warranting the intervention (but not supervision) of the Homes and Communities Agency (whether or not under the Housing Act 1996 Part 1 Chapter IV or Schedule 1 Part IV or Housing and Regeneration Act 2008) to use its best endeavours to effect the transfer of the freehold of the Affordable Housing Units or any one of them to another RPSH;

2.10 subject to and without prejudice to the powers and requirements of the Homes and Communities Agency under the Housing Act 1996 or Housing and Regeneration Act 2008 that in the event of a default under any security referred to in paragraphs 2.9 and 2.10 shall not prevent the sale of the freehold of the Affordable Housing Units by the chargee or mortgagee in the exercise of its power of sale provided that the chargee or mortgagee shall have first followed the procedure as follows:

- (i) the chargee or mortgagee shall give not less than 1 month's prior written notice to the Council ("Repossession Notice") of its intention to exercise its power of sale to enable the Council to secure the transfer of the Affordable Housing Units to another RPSH or to the Council;
- (ii) the Council shall then have 2 months from the date of the Repossession Notice within which to respond ("Response Notice") indicating whether arrangements for a transfer of the Affordable Housing Units can be made to the reasonable satisfaction of the mortgagee or chargee and in such a way as to safeguard the use of the Affordable Housing Units as such;
- (iii) if within the said period the Council does not serve a Response Notice then the chargee or mortgagee shall be entitled to exercise its power of sale;
- (iv) if within 2 months of the receipt of the Repossession Notice the Council serves a Response Notice indicating that suitable arrangements can be made then the chargee or mortgagee shall co-operate with such arrangements and use its best endeavours to facilitate or effect such a transfer;
- (v) if the Council cannot within 4 months or such other period as agreed between the Council and the chargee, of the date of the Repossession Notice effect such a transfer

then provided that the chargee or mortgagee shall have complied with its above obligations the chargee or mortgagee shall be entitled to exercise its power;

- (vi) if the chargee or mortgagee does not wish to exercise its power of sale at any time or the Council does not wish to effect a transfer of the Affordable Housing Units that party shall give to the other not less than 7 days' written notice to that effect;
- (vii) [in the event of the chargee or mortgagee exercising its power of sale the RPSH shall repay to the Council no later than 14 days after the date of any such sale the whole amount of any grant made by the Council in respect of the Affordable Housing Units pursuant to the Housing Act 1996 Section 22 or Housing and Regeneration Act 2008 or otherwise;
- (viii) in the event that the Homes and Communities Agency exercises its right to require payment of grant made in respect of the Affordable Housing Units in accordance with the Housing Act 1996 Section 27(2) or Housing and Regeneration Act 2008 the RPSH shall re-pay to the Council on the date upon which the repayment of social housing grant falls due in accordance with the Homes and Communities Agency's direction the whole amount of any grant made by the Council pursuant to the Housing Act 1996 Section 22 or Housing and Regeneration Act 2008 together with interest thereon in respect of the Affordable Housing Units

AND without prejudice to the provisions hereof to notify the Council immediately in the event of service of any notice under the Housing Act 1996 Sections 40 and 41 of or any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV or Housing and Regeneration Act 2008.

SCHEDULE 8

Deed of Nomination Rights

THIS DEED OF NOMINATION RIGHTS is made the day of

BETWEEN:

- 1) (name of Registered Provider of Social Housing) (company number) whose registered address is at (address) ('the RPSH') and
- 2) Forest of Dean District Council of Council Offices, High Street, Coleford, Glos. GL16 8HG ('the Council')

1. Definitions

In this Deed:

'Initial Let' means the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit or Shared Ownership Unit

In accordance with Section 315 of the Housing and Regeneration Act 2008 'Local Connection' means in relation to an individual such individual who:

- (i) immediately before taking up occupation of a Rented Unit or Shared Ownership Unit had his only or principal home in the (district of (specify) (or) parish of (specify)) for a continuous period of not less than 3 years or
- (ii) has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than 3 years in the (district of (specify) (or) parish of (specify)) and he wishes to be near that relative or
- (iii) is and has been permanently employed in the (district of (specify) (or) parish of (specify)) for a continuous period of not less than 3 years and where no person or insufficient persons have such a connection with the parish of (specify) then the parish of (specify) shall be substituted for the parish of (specify) and then if no person or insufficient persons have such a connection with the parish of (specify) then the parish of (specify) shall be substituted for the parish of (specify) and then if no person or insufficient persons have such a connection with the parish of (specify) then the parish of (specify) shall be substituted for the parish of (specify) and then if no person or insufficient persons have

such a connection with the parish of (specify) the district of (specify) shall be substituted for the parish of (specify) or

- (iv) such other person as may be approved by the Council and is registered on the Council's housing waiting list

'Nomination List'

means the list (as may be updated from time to time in accordance with clause 3.3.3) to be supplied by the Council via choice based lettings giving the names of persons whom the Council considers to have a Local Connection

'Nominee'

means a person named in the Nomination List who satisfies the Local Connection and is specified by the Council as being suitable for the category of Rented Unit or Shared Ownership Unit in respect of which the RPSH is in accordance with this Deed to select a person from the Nomination List to offer a Tenancy Agreement or Shared Ownership Lease

'Property'

means the land at (address) shown edged red on the attached plan

'Rented Units'

means (number) (houses (or) flats (or) maisonettes)

'Shared Ownership Units'

means (number) (houses (or) flats (or) maisonettes)

'Shared Ownership Lease'

means a lease substantially in the form of the draft annexed hereto or agreed between the parties

'Subsequent Nominee'

means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.2.3

'Tenancy Agreement'

means an assured tenancy agreement in a form prepared by the RPSH and containing terms which accord with the form of tenancy agreement being used by the RPSH from time to time for its general lettings

'Vacancy Notice'

means a written notice given by the RPSH to the Council (in the form of the draft annexed (or) (in a form to be agreed between the RPSH and the Council within 5 weeks from the date of this Deed) the function of such notice being the notification to the

Council by the RPSH that the construction and fitting out of the Rented Unit or Shared Ownership Unit is completed

'Void' means a Rented Unit which is vacant otherwise than as a result of the tenant having:

- (i) moved to other accommodation either by transfer or decant provided by the RPSH; or
- (ii) moved to other accommodation under a reciprocal arrangement provided by another RPSH registered with the Homes and Communities Agency under the Housing Act 1996 or Housing and Regeneration Act 2008

'Void Notice' means a written notice given by the RPSH to the Council (in the form of the draft annexed (or) (in a form to be agreed between the RPSH and the Council within 5 weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void

2. Enabling Provisions

This Agreement is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers and the Local Government (Miscellaneous Provisions) Act 1982 Section 33

3. Procedure

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units

3.1 Initial Lets

- 3.1.1 The RPSH shall give the Council not less than (4) months' written notice of the date when the Rented Units and/or the Shared Ownership Units will be ready for occupation
- 3.1.2 The RPSH shall serve Vacancy Notices in respect of the Rented Units or Shared Ownership Units not earlier than (2) months prior to such newly constructed and previously unoccupied Rented Units or Shared Ownership Units becoming available occupation
- 3.1.3 The Council shall within 7 Working Days of receipt of a Vacancy Notice shall serve upon the RPSH a Nomination List with a list of names of persons whom the Council considers have a Local Connection
- 3.1.4 The Nomination List to be served by the Council under clause 3.1.3 shall:
 - 3.1.4.1 Specify the appropriate category of Rented Unit of Shared Ownership Unit, and
 - 3.1.4.2 Indicate the priority for the housing of the persons named

- 3.1.5 The RPSH shall have the right to grant the Initial Let in respect of the Rented Units or Shared Ownership Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List within the period of 7 Working Days of receipt of the Vacancy Notice
 - 3.1.6 The RPSH shall within (10) Working Days of the date of receipt of the Nomination List select a Nominee from the Nominee List taking into account the priority for housing indicated by the Council and shall use its reasonable endeavours to arrange a viewing of the relevant Rented Unit or Shared Ownership Unit and offer a Tenancy Agreement or Shared Ownership Lease to such selected Nominee
 - 3.1.7 If the selected Nominee fails to enter into a Tenancy Agreement or Shared Ownership Lease within (7) Working Days of receipt of the RPSH's offer such selected Nominee shall be deemed to have rejected the RPSH's offer and the RPSH shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.6
 - 3.1.8 If the second selected Nominee fails to enter into a Tenancy Agreement or Shared Ownership Lease within (7) Working Days of receipt of the RPSH's offer then such second selected Nominee shall be deemed to have rejected the RPSH's offer and the RPSH shall select and make an offer to a third Nominee by repeating the procedure set out in clause 3.1.6
 - 3.1.9 If such third selected Nominee fails to enter into a Tenancy Agreement or Shared Ownership Lease within (7) Working Days of receipt of the RPSH's offer then the RPSH shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit or Shared Ownership Unit but shall be entitled to let the Rented Unit or Shared Ownership Unit to a tenant of its own choosing
 - 3.1.10 The RPSH's obligations under clauses 3.1.6-3.1.8 shall cease when all of the Rented Units or Shared Ownership Units have been offered to Nominees in accordance with clauses 3.1.6-3.1.8
- 3.2 Voids
- 3.2.1 Should a Rented unit or Shared Ownership Unit become a Void after the Initial Let or the RPSH has reasonable cause to believe it will become a Void then and in each case:
 - 3.2.1.1 The RPSH shall serve a Void Notice in respect of the relevant vacant Rented Unit or Shared Ownership Unit and
 - 3.2.1.2 Within 7 Working Days of receipt of the said notice the Council via choice based lettings shall serve upon the RPSH a Nomination List which shall contain the information referred to in clause 3.1.4
 - 3.2.2 The RPSH shall have the right to let the relevant vacant Rented Unit or Shared Ownership Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List within 7 Working Days of receipt of the Void Notice
 - 3.2.3 Upon receipt of the Nomination List the RPSH shall follow the procedure set out in clauses 3.1.6-3.1.8 mutatis mutandis
 - 3.2.4 The RPSH shall not be obliged to follow the procedure set out in clauses 3.2.1 and 3.2.3 if it would result in the number of Rented Units or Shared Ownership Units

occupied by Subsequent Nominees exceeding 75% of the Rented Units or Shared Ownership Units available after the Initial Let

3.3 Provision of information and alteration of lists

- 3.3.1 The RPSH shall give notification to the Council of the occurrence of the following events within (7) Working Days of their occurrence:
- 3.3.1.1 a Nominee failing to view a Rented Unit or Shared Ownership unit when a viewing has been arranged
 - 3.3.1.2 a Nominee failing to accept the offer of a Tenancy Agreement or Shared Ownership Lease within the time limit prescribed by this Agreement
 - 3.3.1.3 a Nominee accepting an offer of a Tenancy Agreement or Shared Ownership Lease
 - 3.3.1.4 a person accepting an offer of a tenancy from the RPSH
 - 3.3.1.5 the RPSH rejecting a Nominee in accordance with Clause 3.3.7
- 3.3.2 In the event of a notice being served pursuant to clause 3.3.1 then the name of any such Nominee shall be removed from the Nomination List
- 3.3.3 Within 7 Working Days of the Council receiving notice served in accordance with clause 3.3.1 save for notice under clause 3.3.1.4 the Council via choice based lettings shall serve upon the RPSH the name and address of a Nominee to add to the Nomination List such notice to include the information set out in clause 3.1.4
- 3.3.4 If the Council shall within the period mentioned in clause 3.3.3 notify the RPSH that the Council then has no suitable Nominee the Council shall advise the RPSH of a suitable replacement Nominee as soon as reasonable practicable
- 3.3.5 The RPSH shall have the right to let a Rented Unit or Shared Ownership Unit to a person of its choosing if the Council's failure to provide a nominee creates a void in respect of that Rented Unit or Shared Ownership Unit
- 3.3.6 On 1st January 1st April 1st July and 1st October in each year the RPSH shall serve the Council with details of the letting activities of the Rented Units and Shared Ownership Units in a format to be agreed between the RPSH and the Council
- 3.3.7 The RPSH shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the Council to that effect to reject any Nominee if in the opinion of the RPSH the grant of an assured tenancy to such Nominee would be in contravention of the RPSH's registered rules or its letting criteria
- 3.3.8 The Council shall immediately notify the RPSH in writing if any Nominee is withdrawn from the Nomination List
- 3.3.9 When calculating percentages for the purposes of this Deed percentages in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down
- 3.3.10 The Council and the RPSH agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

4. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting

5. Transfer to other Registered Social Landlords

The RPSH shall ensure that any Registered Provider of Social Housing to which the Property and Rented Units and shared Ownership Units erected thereon are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council

6. Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

7. Costs

The RPSH agrees with the Council to pay the legal costs which the Council incurs in preparing and entering into this deed

8. Agreements and declarations

8.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers

8.2 The obligations contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

Transfer of Affordable Housing

Land Registry

Transfer of part of registered title(s)

TP1

1.1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

1	Title number(s) out of which the property is transferred:
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

3 Property:

The property is identified

on the attached plan and shown: edged red

on the title plan(s) of the above titles and shown:

4 Date:

5 Transferor:

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

6 Transferee for entry in the register:

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

- 9 Consideration
- The transferor has received from the transferee for the property the following sum (in words and figures):
- INSERT AFFORDABLE HOUSING CONSIDERATION
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

Place 'X' in any box that applies.

- 10 The transferor transfers with
- full title guarantee
-
- limited title guarantee

Add any modifications.

s6 (2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 is to be construed as if all matters now recorded in registers open to the public inspection are within the actual knowledge of the Transferee.

This transfer is made subject to all matters subject to which the Transferor agreed to sell the Property to the Transferee under the contract for sale to which this transfer gives effect as if the same were set out in this transfer in full.

The covenants implied by section 2 (1) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be amended by deleting from that section the words "his own costs" and substituting "the cost of the person to whom he disposes of the Property".

The covenants implied by sections 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will not be annexed and incidental to the Property pursuant to Section 7 of the Law of Property (Miscellaneous Provisions) Act 1994.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants

- they are to hold the property on trust for themselves as tenants in common in equal shares

- they are to hold the property on trust:

12 Additional provisions

12. DEFINITIONS AND INTERPRETATION

12.1 In this Transfer the following expressions shall have the meanings given to them below:

Affordable Housing the completed dwellings to be let by the Registered Provider of Social Housing at no more than the then current Target Rents as defined in the publication "Rent influencing regime - Implementing the rent restructuring framework" published by the Housing Corporation on 22 October 2001 or such other circular or directive replacing or amending this publication

Affordable Housing Consideration [insert sum]

For the avoidance of doubt this consideration shall not preclude any agreement being reached between the Registered Provider of Social Housing and the Developer which enables an additional consideration to be paid for Affordable Housing of a higher quality or standard than the minimum standards specified in [Schedule 1 Part 1] of the Section 106 Agreement dated [] or current equivalent

Conduits the sewers drains watercourses pipes wires cables or other conduits for the passage of services

Dwellinghouse the dwellinghouse or dwellinghouses erected or to be erected or laid out upon the Property

Discount the discount provided by the Transferor to the Transferee to enable the Property to be purchased by the Transferee without further public subsidy (which discount shall be calculated as follows):-

a) the full market value of the completed Affordable Housing as at the date of the transfer and assuming that the properties will be sold on the open market between willing purchaser and willing vendor and ignoring that the Affordable Housing has been let or is being let by a Registered Provider of Social Housing

b) less the Affordable Housing Consideration

c) expressed as a percentage of the full market value at (a)

District Council Forest of Dean District Council of Council Offices High Street Coleford

Estate the land now or formerly comprised in title number and any additional land subsequently acquired by the Transferor and added to the above title number, and any part of the Estate

Nil Subsidy Without the input of any other grant funding whether from the Council the Housing Corporation or the Registered Provider of Social Housing's Recycled Capital Grant Fund

Perpetuity Period the period of 80 years commencing on the date of this Deed

Plan the plan annexed

Planning Agreement the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 dated [] between []

Property includes any part of the Property

[Management Company [] Limited (Co No.)]

[Amenity Areas such land which is from time to time designated by the Management Company as an amenity area for the Estate which area may change if and when part or parts of it are transferred to third parties]

12.2 references to any Act of Parliament or Section of such Act shall include references to any replacement or modification of it;

12.3 the masculine gender includes the feminine and neuter genders and vice versa;

12.4 the singular includes the plural and vice versa;

12.5 where the expression "the Transferee" includes more than one person then any covenants by them shall be joint and several;

12.6 where the context so admits the expressions "the Transferor" and

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

“the Transferee” shall be deemed to include the successors in title of the Transferor and the Transferee respectively and those deriving title under them.

Rights granted for the benefit of the property

The rights granted in favour of the Property (in common with all persons having the like rights) are as follows;

- 13.1 Full right and liberty at all times for residential purposes to pass and repass with or without motor cars and other vehicles over the roads and on foot only over the footpaths which are now or may within the Perpetuity Period be constructed on the Estate until the same are adopted as highway maintainable at the public expense.
- 13.2 The right of passage of water soil gas electricity and telephone services through the Conduits now or during the Perpetuity Period to be made or laid on the Estate which serve the Property with the right to enter on other parts of the Estate (not forming part of a dwelling house or its curtilage) upon giving forty eight hours' prior notice (except in the case of emergency) for the purpose of renewing repairing and maintaining such Conduits doing as little damage as possible and reinstating any damage as soon as possible to the reasonable satisfaction of the Transferor and the owners of the adjoining or neighbouring parts of the Estate.
- 13.3 All necessary rights of support eavesdrop surface drainage from over and through the adjoining or neighbouring parts of the Estate for the full and effectual enjoyment of the Property including any necessary right to overhang an adjacent plot in respect of eaves gutters spouts drainpipes chimney cappings roofs and foundations serving any building constructed on the boundary of the Property.
- 13.4 The right at all reasonable times upon giving forty eight hours' prior notice (except in emergency) as and when necessary to enter upon the adjoining plots of land on the Estate for the

purpose of inspecting maintaining and repairing any Dwelling house and any boundary structures erected upon the Property where such inspection repair or maintenance cannot practically be carried out from within the Property the persons so entering causing as little disturbance and inconvenience as practicable, doing no unnecessary damage and forthwith making good all damage caused.

PROVIDED ALWAYS that none of the rights granted shall apply to or be exercised over any electricity undertaker's land included in the Estate.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

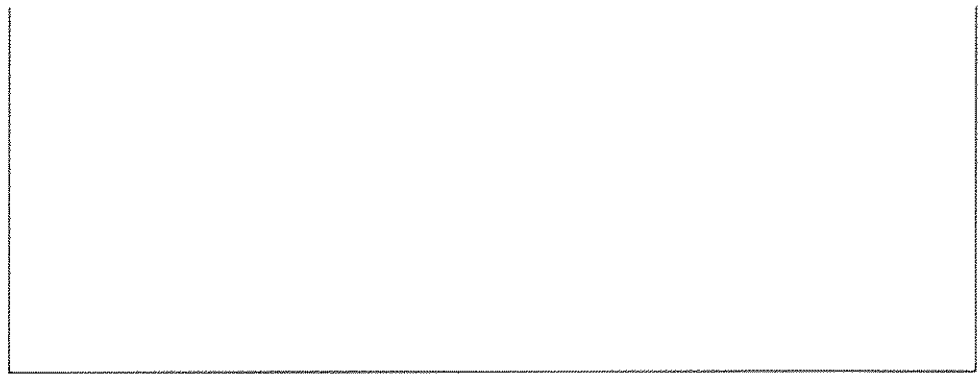
Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

14. POSITIVE COVENANTS BY THE TRANSFEROR

14.1 The Transferor covenants with the Transferee that it will construct all roadways necessary to give adequate and reasonable access to the Property and will maintain them until the same are actually so adopted and will indemnify the Transferee against all charges costs claims and demands in respect of such adoption.



SCHEDULE 10
Payment Notice

Payment of monies due under a Section 106 Agreement

Please answer all the questions

1. Payment made by/on behalf of
.....
2. Land at :
Planning Reference:
3. Agreement dated
.....
4. Obligation in Agreement
 - (a) Clause No.
 - (b) Contribution towards :
 - (c) Amount of contribution due: £
 - (d) Date upon which contribution is due
 - (e) Amount of contribution enclosed

SCHEDULE 11

Rectification Measures

1. The HCA covenants and agrees with the Council:

- 1.1 to undertake and implement Rectification Measures where monitoring demonstrates that the aim and objectives of the Phase 1a Mitigation Creation is not being delivered
- 1.2 to undertake and implement Rectification Measures where monitoring demonstrates that the aim and objectives of the Phase 1b Mitigation Creation is not being delivered
- 1.3 to procure any further works necessary in response to any written schedule served by the Council setting out details of the Rectification Measures required to deliver the aims and objectives of the Phase 1a Mitigation Creation
- 1.4 to procure any further works necessary in response to any written schedule served by the Council setting out details of the Rectification Measures required to deliver the aims and objectives of the Phase 1b Mitigation Creation
- 1.5 to procure any further works necessary in response to any written schedule served by the Council setting out details of the Rectification Measures required to deliver the aims and objectives of the Phase 2 Mitigation

2. The Developer covenants and agrees with the Council:

- 2.1 to undertake and implement Rectification Measures where monitoring demonstrates that the aim and objectives of the Phase 2 Mitigation is not being delivered

SCHEDULE 12
Education Bond

THIS AGREEMENT is made the _____ day of _____ 20____

BETWEEN

1. _____ whose registered office is at _____
("the Owner")

2..... whose registered office is at _____
("the Bondsman")

3. GLOUCESTERSHIRE COUNTY COUNCIL of Shire Hall in the City of Gloucester ("the County Council")

WHEREAS

1. By an Agreement ("the Main Agreement") dated _____ between The County Council (1) Secretary of State for Environment Food and Rural Affairs (2) Forest of Dean District Council (3) and Homes and Communities Agency (4) certain undertakings were given to the County Council in respect of development of land known as The Northern Quarter Cinderford Gloucestershire
2. By the Main Agreement an undertaking was given to procure delivery to the County Council of a Bond in the sum of Four Hundred and Ninety Nine Thousand and Eight Hundred and Thirty Three Pounds (£499,833) prior to commencement of the Development as defined in the Main Agreement ("the Development")
3. The Owner now wishes to commence the Development and the Bondsman having been approved by the County Council in accordance with Clause (2.17) of the Main Agreement is prepared to undertake with the County Council as hereinafter mentioned

CM

NOW THIS DEED WITNESSETH as follows:-

1. The Owner covenants with the County Council that it will henceforth comply with the covenants and obligations on the part of the Developer of the Residential Phase as defined in the Main Agreement
2. The Bondsman hereby covenants with the County Council that if at any time there is a failure to carry out or observe any of the terms conditions and obligations contained in the Main Agreement (such failure being sufficiently proved for the purposes of this Clause upon the issue of a Certificate of Default by the County Council to that effect) it will on demand pay to the County Council any sum of money as may be unpaid in accordance with the provisions of the Agreement or any part thereof and discharge any other liability on the part of the Owner thereunder
3. The County Council hereby agrees with the Bondsman that
 - (a) the total sum payable by the Bondsman shall not exceed the sum of Four Hundred and Ninety Nine Thousand and Eight Hundred and Thirty Three Pounds (£499,833) ("the Basic Sum")
 - (b) upon receipt of a written request so to do the Commissioning Director: Children & Families for the time being of the County Council ('The Director') shall review the Basic Sum and may thereafter notify the Bondsman of any reduction in such sum as he may in his absolute discretion determine PROVIDED that a written request may only be made if a reasonable amount of the liabilities of the Owner under the Main Agreement have been discharged since the previous review if any
 - (c) in the event of the sum payable under the terms of clause 3(a) hereof being reduced in accordance with sub-clause 3(b) of this Clause then for the purposes of this Clause from the date of such notification the reduced sum specified shall be substituted for the Basic Sum
4. Any demand shall be accepted by the Bondsman as conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the County Council for the purpose of this Agreement
5. If there shall be any bona fide dispute difference or question between the County Council and the Bondsman as to the amount payable hereunder or with respect to the construction or effect of the provisions of this Agreement then and in any such case such dispute difference or question as the case may be as to the amount payable shall be referred for determination by a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force
6. Any notice to the Bondsman under this Agreement shall be in writing and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post to its registered office and any notice to the County Council under this Agreement shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the County Council addressed to Commissioning Director: Children & Families Gloucestershire County Council Shire Hall Gloucester

7. It is hereby agreed by the parties hereto that failure by the County Council or the Director at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Owner of any of the conditions covenants agreements or obligations of this Agreement or any failure or delay by the County Council or the Director to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the County Council to enforce any provision and any variation of this Agreement agreed between the Owner and the County Council which does not affect the liability of the Bondsman shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendments or amendments agreed
8. The obligation of the Bondsman under this Agreement shall be released and discharged absolutely on the date the Head of Legal Services for the time being of the County Council (or any successor in title to the Head of Legal Services) confirms in writing to the Bondsman and the Owner that either:
- (a) the obligations of the Owner as described in this Agreement have been satisfied in full;
or
 - (b) the Owner has been released from the obligations rights and duties under the terms of this Agreement in accordance with Clause [] of the Main Agreement
9. This agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts

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

THE COMMON SEAL of

was hereunto affixed

in the presence of:-

Director

Secretary

THE COMMON SEAL of
GLOUCESTERSHIRE COUNTY COUNCIL

was hereunto affixed

in the presence of:-

Head of Legal Services

DATED _____ 20

and

GLOUCESTERSHIRE COUNTY COUNCIL

BOND

in respect of Land at Northern Quarter Cinderford
Gloucestershire

Head of Legal Services

Shire Hall

Westgate Street

Gloucester

GL1 2TG

53965

SCHEDULE 13

Development Notices

County Council Development Notice

Confirmation to be given not less than twenty-eight (28) days before Phase 1a /Phase 1b or Phase 2 of the Development is Commenced by:-

1. The Owner; and
2. The Developer; and
3. Any Party carrying environmental mitigation

and providing details as follows:-

1. the area of the Land on which Commencement is to take place - Phase 1a / Phase 1b/ Phase 2 together with plan showing the same.
2. Date of proposed Commencement
3. Confirmation that:-
 - all licences are in place to allow the County Council to carry out its obligations in accordance with this Deed; and
 - all environmental mitigation has been carried out ,or if not the expected date when the same shall be completed



Plans

- 1. Landscape Features Plan**
- 2. Land Ownership Plan**
- 3. Mitigation Plan**
- 4. Phase Plan**

