

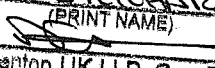
Supplemental Deed relating to land at former Princess Marina Hospital site, Weedon Road, Northampton made pursuant to Section 106 of the Town and Country Planning Act 1990

Dated 8 November 2011

(1) West Northamptonshire Development Corporation

-and -

(2) Northamptonshire Healthcare National Health Service Foundation Trust

I certify this is a true copy of the original
and, where relevant, the person pictured
is a true likeness of the person who presented it.
Dated 09 / 11 / 2011
By DAVID RICHARDSON
(PRINT NAME)
Signed 
SNR Denton UK LLP, One Fleet Place
London EC4M 7WS Tel:+44 (0)20 7246 7000

Supplemental Deed pursuant to Section 106 of the Town and Country Planning Act 1990

Dated

8 November

2011

Between

- (1) **WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION** of PO Box 355, Franklin's Gardens, Weedon Road, Northampton, NN5 5WU (the **Corporation**); and
- (2) **THE NORTHAMPTONSHIRE HEALTHCARE NATIONAL HEALTH SERVICE FOUNDATION TRUST** whose registered office is at Sudborough House, St Mary's Hospital, 77 London Road, Kettering, Northamptonshire NN15 7PW (the **Owner**).

Recitals

- A The Corporation is the local planning authority by virtue of the Order for the Designated Area (in which part of the Site is situated) with the objective of securing the regeneration of the Designated Area.
- B The Owner is registered at the Land Registry as proprietor with freehold title absolute under title number NN165775 of the Site and submitted the Further Application to the Corporation for determination on 2 May 2011.
- C The Corporation granted the Original Permission on 24 March 2009 for development of the Site.
- D The parties entered into the Original Agreement on 24 March 2009 in respect of the Original Permission.
- E The Further Application has been made to the Council for a new planning permission to replace the Original Permission in order to extend the time limit for implementation.
- F The Corporation has resolved to grant the Further Permission subject to completion of this Deed.
- G The purpose of this Deed is to ensure that if the Development is Commenced pursuant to the Further Permission that all the provisions and Planning Obligations contained in the Original Agreement including obligations on the Corporation shall attach to the Development as carried out pursuant to the Further Permission.

- H The Corporation is satisfied that the obligations secured by this Deed meet the requirements of Regulation 122 of the Community Infrastructure Regulations 2010.

It is agreed:

- 1.1 Unless the context otherwise requires, the definitions in the Original Agreement apply to this Deed.

1.2 **Definitions**

Development means development permitted by the Original Permission and the Further Permission.

Further Application means planning application reference 11/0041/REPWNN submitted to the Corporation by the Owner for new planning permission to replace the Original Permission in order to extend the time limit for implementation.

Further Permission means a planning permission issued pursuant to the Further Application for the Development in substantially the same form as the draft at Schedule 1 or any variation thereto granted pursuant to any application made by the Owner under s.73 of the Act.

Original Agreement means the Section 106 Agreement dated 24 March 2009 entered into by the Corporation and the Owner in respect of the Original Permission a copy of which is at Schedule 2.

Original Permission means the planning permission granted by the Corporation for the Development dated 24 March 2009 pursuant to planning application 07/0004/OUT/WNN.

2 Miscellaneous

Where the context so admits:

- 2.1 The clauses in the Original Agreement relating to its interpretation and operation apply equally to this Deed (unless varied by this Deed).

3 Legal Effect

- 3.1 This Deed is made pursuant to Section 106 and Section 106A of the Act and is supplemental to the Original Agreement.

- 3.2 The obligations and covenants on the Owner in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Corporation as local planning authority for the Designated Area.
- 3.3 All obligations and covenants made by the Corporation are made pursuant to its powers under Section 136 of the Local Government Planning and Land Act 1980 and the Order.
- 3.4 It is agreed between the parties that as from the date of this Deed if the Development is Commenced pursuant to the Further Permission the Original Agreement shall be construed as if such Development were Development pursuant to the Original Permission.
- 3.5 It is agreed between the parties that as from the date of this Deed nothing in this Deed or the Original Agreement shall prevent the Corporation (acting reasonably) applying any contribution (or any part thereof) towards any other purpose for which other contributions are due under this Deed in the interests of the proper planning of the Designated Area.

4 Obligations of the Owner

The Owner shall pay to the Corporation on the completion of this Deed its reasonable costs of legal advice including any VAT thereon and disbursements properly incurred in the negotiation and completion of this Deed in the sum of £1,200 (one thousand two hundred pounds).

5 Release and Discharge

In the event of the Further Permission expiring before the Development has begun within the terms of Section 56(2) of the Act or being revoked modified without the consent of the Owner or otherwise withdrawn this Deed shall cease to have effect.

6 Local Land Charges and Planning Register

The Corporation shall procure that this Deed shall be registered:

- (a) as a local land charge in the register of local land charges maintained by the Borough Council; and
- (b) in the register maintained by the Borough Council under Article 25 of the Town and Country Planning (General Development Procedure) Order 1995.

7 General

For the avoidance of doubt if the Development is carried out pursuant to the Original Permission and the Further Permission the Owner and Trust shall not be required to discharge their respective obligations in the Original Agreement more than once.

8 Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9 Execution

The parties have executed this agreement as a deed and it is delivered on the date set out at the front of this Deed.

10 Community Infrastructure Levy

If after the date of this Deed a Community Infrastructure Levy is introduced which is applicable to the Development then the Parties will use reasonable endeavours to agree variations to this Deed and the Original Agreement with the intent that:

- 10.1 the planning benefits secured by this Deed and the Original Agreement should continue to be secured and delivered; and
- 10.2 the Owner should not be in a position where it is in a financially worse position because of Community Infrastructure Levy in respect of the obligations contained in this Deed and the Original Agreement than it would be if it had performed the obligations in this Deed and the Original Agreement without Community Infrastructure Levy being applicable.

Schedule 1 – Draft Decision Notice

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**TOWN AND COUNTRY PLANNING ACT 1990
DECISION NOTICE**

**WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION
APPROVAL TO EXTEND THE TIME LIMIT FOR IMPLEMENTATION OF EXISTING
PLANNING PERMISSION**

Agent Name and Address Details:

Northamptonshire Healthcare NHS
Foundation Trust
C/O Brian Barber Associates
The Granary
Spring Hill Office Park
Harborough Road
Pitsford
Northampton
Northamptonshire
NN6 9AA

APPLICATION REF: 11/0041/REPWNN

PROPOSAL: Redevelopment to provide for residential and employment land uses (application for new planning permission to replace existing outline planning permission ref: 07/0004/OUTWNN dated 24/03/2009, in order to extend the time limit for implementation).

LOCATION: Princess Marina Hospital Weedon Road Upton Northampton
Northamptonshire NN5 6UH

DATE REGISTERED: 5th May 2011

**WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION HEREBY GRANTS FULL
PLANNING PERMISSION FOR THE ABOVE DEVELOPMENT FOR THE FOLLOWING
REASON:**

The principle of residential and a limited element of commercial development on this site is considered appropriate subject to conditions and certain matters addressed through a S106 legal agreement and in accordance with Policies 1, 2, 11, 22 of the East Midlands Regional Plan (2009) and MKSM SRS Northamptonshire Policy 2 (Northampton Implementation Area) and Policies E1, E19, E20, H7, H14, H17, H32, L1 and B13 of the Northampton Borough Council Local Plan (1997) and the objectives of PPS1, PPS3, PPS4, PPS5, PPS22, PPS23, PPS25 and PPG13.

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Subject to the following conditions

- (1) Approval of the details of the access, appearance, landscaping, layout and scale ("the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

Reason: This permission is in outline only granted under Article 4(1) of the Town and Country Planning (Development Management Procedure) Order 2010.

- (2) Application for the approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

- (3) The development hereby permitted shall be begun before the expiration of five years from the date of this permission, or if later, before the expiration of two years from the date of approval of the last reserved matters to be approved.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

- (4) All reserved matters applications shall accord with a Masterplan and Design Codes to be submitted to and agreed in writing by the Local Planning Authority or any agreed variations thereof prior to the submission of that reserved matter. The Masterplan and Design Code(s) shall include details of phasing; layout; provision of public art; hard and soft landscaping defining public, semi-public and private space and their provision of future maintenance; existing levels and proposed finished floor levels; external lighting within both the public and private realm; external boundaries of the site and front and rear boundary treatments including means of enclosure; and footpaths and cycleway links. In the event that separate Design Code(s) are prepared for the housing and commercial elements both documents shall demonstrate to the satisfaction of the Local Planning Authority that the interface between the two forms of development will maintain the principles established in the Masterplan. Any subsequent application for reserved matters shall be submitted in accordance with the Masterplan or agreed modifications by the local planning authority to it and to the relevant Design Code(s).

Reason: To provide a site layout in general conformity with the Masterplan that demonstrates quality in form and design, maximise public amenity, reduces the potential for crime and anti-social behaviour, and deals with ongoing maintenance.

- (5) The reserved matters relating to landscaping shall include a survey of existing trees and hedgerows, location of trees and hedgerows to be protected, method of protection and duration of protection.

Reason: In order to ensure adequate protection of existing trees and hedgerows on the site in the interests of achieving a satisfactory standard of development and maintaining the established landscaped character of the area.

- (6) All planting, seeding or turfing comprised in the approved reserved matter details for a phase shall be carried out in the first planting and seeding season following the first occupation of any building in that phase of the development or the completion of that

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phase of the development, whichever is the sooner or to such other timescale agreed in writing with the Local Planning Authority. Subsequently if any trees or plants which within a period of 5 years from completion of that phase of the development die, are removed or become seriously damaged they shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure any landscaping is undertaken within a reasonable timescale and thereafter adequately maintained until established.

- (7) Prior to the commencement of development of a phase, an assessment of the Noise Exposure Category(ies) of that phase shall be made due to its exposure to transportation noise, in particular Weedon Road. This must take account where appropriate roads that may not be immediately adjacent to that phase and the likely growth of traffic over the next 15 years. Where that phase is subject to a noise exposure which exceeds NEC A a scheme to protect this part of the phase shall be submitted to the Local Planning Authority for written approval. The scheme shall include a site plan showing the position, type and height of the proposed noise protection measures together with the resultant NEC(s) for the site. Where noise protection measures for that phase are impractical or do not reduce NEC for all amenity areas, all facades or all floors of the proposed residential units to NEC A, the plan shall clearly indicate the site layout and the predicted NEC for all facades. Where facades or floors do not fall into NEC A noise insulation scheme, which will require the provision of artificial ventilation, details shall be submitted for approval in writing to the Local Planning Authority and implemented prior to those units being occupied.

Reason: To safeguard the amenities of the future residential occupiers of the development.

- (8) A minimum of 10% of the residential units on any phase shall be available for occupation by persons with disabilities and constructed to a mobility housing standard the detailed layout of which shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction of any residential unit on that phase unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure adequate provision is made for people with disabilities in accordance with Policy H17 of Northampton Borough Council Local Plan.

- (9) The number of residential units to be constructed on the site shall not exceed 550 unless otherwise agreed in writing by the Local Planning Authority and set out in the Master Plan.

Reason: To ensure the provision of a mixed use development and to enable the Local Planning Authority to assess the environmental implications of additional residential development.

- (10) The employment use hereby permitted shall not exceed 4,000 square metres gross area and shall only consist of uses within Classes A1, A2, A3, A4, B1a, B1c and D1 of the Use Classes Order 1987 (as amended). Uses within Classes A1, A2, A3, A4 shall only be permitted on that part of the site with a frontage onto Weedon Road and no unit shall exceed 200 square metres gross external area at any time (unless otherwise agreed in writing by the Corporation). The amount of uses within Class A of the Use Classes Order 1987 (as amended) shall not exceed 2000 square metres gross external area in total at any time. No more than 2000 square metres gross external

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area shall be used for Class B1(a) office use and no B1(a) unit shall exceed 200 square metres gross external area at any time (unless otherwise agreed in writing by the Corporation). No more than 2000 square metres gross external area shall be used for Class D1, any such uses shall complement the residential use hereby permitted and no D1 unit shall exceed 200 square metres gross external area at any time (unless otherwise agreed in writing by the Corporation). No more than 1000 square metres gross external area of D1 floorspace shall be occupied until the 100th dwelling hereby permitted has been constructed on the site.

Reason: In the interests of providing a sustainable mixed use development.

- (11) Prior to the commencement of any development of a phase a bat survey shall be undertaken for that phase, thereafter the results shall be submitted to the Local Planning Authority. In the event bats are present a scheme addressing how this situation is to be managed shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development of that phase.

Reason: To determine if bats are present on the site and if they are manage this situation accordingly.

- (12) The submission of reserved matters relating to layout and appearance shall include the provision of secure and safe cycle parking and the location of waste storage facilities for both residential and commercial development types hereby permitted.

Reason: To ensure the provision of adequate cycle facilities to promote the use of modes of transport other than the private car and that waste storage is satisfactorily addressed.

- (13) Prior to the commencement of any phase on the site a Waste Management Strategy shall be submitted to and approved in writing by the Local Planning Authority which shall accord with the guidance contained within Northampton County Council's Minerals and Waste Development Framework – Development and Implementation Principles Supplementary Planning Document March 2007 Thereafter the scheme shall be implemented in full accordance with the approved Strategy.

Reason: To ensure a sustainable approach is undertaken towards waste management on the development and is in line with Northampton County Council's adopted Supplementary Planning Document.

- (14) Prior to the first occupation of any commercial unit or individual commercial unit thereafter by a new occupier/user a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority relating to the occupants of that unit. Thereafter the Plan shall come into effect within 28 days of the written approval of the Local Planning Authority and remain in place at all times unless otherwise agreed in writing by the Local Planning Authority.

Reason: To seek to achieve a more sustainable use of transport modes in the creation of sustainable communities.

- (15) Prior to the commencement of development of a phase details of surface and foul water drainage of that phase shall be submitted to and approved in writing by the Local Planning Authority.

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Reason: To ensure the development is satisfactorily drained.

- (16) Development shall not commence until a scheme to deal with contamination of any phase has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include an investigation and assessment to identify the specific extent of contamination and the measures to be taken to avoid risk to the public/environment when that phase is developed. Development shall not commence until the measures approved in the scheme have been implemented.

Reason: To safeguard the health of the future occupiers of the development and the environment generally.

- (17) Work shall not commence on the construction of more than 300 dwellings until the adoptable link road to be provided to the existing adopted road to the west of the site has been constructed and is open for use.

Reason: In the interests of securing a safe and convenient vehicle access to the site to serve the development.

- (18) As part of the Master Plan a vehicle access shall be included which provides access up to the boundary of the site with the adjoining parcel of land to the west of the site which fronts Weedon Road.

Reason: To ensure the development of the wider area can be facilitated.

- (19) Prior to the commencement of development hereby approved details of existing sewage capacity flows from the site shall be submitted to and agreed in writing by the local planning authority in consultation with the environment agency. Thereafter based on this information a development construction phasing programme shall be submitted to and approved in writing by the local planning authority in consultation with the Environment Agency which shall reflect the capacity of the existing system (or as improved), and the proposed level of water efficiency (to satisfy the condition below) to satisfactorily accept sewage outflows from the development. Development shall only be undertaken in accordance with the approved scheme unless otherwise agreed in writing by the local planning authority in consultation with the Environment Agency.

Reason: To ensure the appropriate off site infrastructure is in place to satisfactorily deal with sewage flows from the development.

- (20) Development shall not begin until details of a scheme for Water Efficiency achieving a design average consumption of 105 litres/person/day has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is occupied.

Reason: To ensure the development will achieve a reduction in water demand in line with Strategic Policy 3 of the MKSM SRS and Policy 32 of RSS8.

Informative: This is equivalent to Level 3 and 4 of the Code for Sustainable Homes. The above condition refers to Level 3 and 4 of the Code for Sustainable Homes.

- (21) Development shall not begin until a surface water drainage scheme for the site, incorporating sustainable drainage principles and an assessment of the hydrological

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and hydrogeological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.

- (22) The development hereby permitted shall not be commenced until such time as a maintenance strategy for the surface water runoff drainage system has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall be fully implemented and subsequently maintained for the lifetime of the development.

Reason: To ensure that the proposed drainage system remains in a well-maintained order, such that flood risk is not increased as a result of the proposal.

Informative: In order to satisfy the above condition, the following information should be submitted:

- details of all parties responsible for the long-term adoption and maintenance of every element of the drainage system and demonstrate methodologies and schedules of maintenance for the various components, for the lifetime of the development.
- In the event of a "management company" or similar being agreed upon to take control of the maintenance of the system, preferred options shall be proposed in the event of that company becoming insolvent or ceasing to exist or trade.

- (23) The development hereby permitted shall not be commenced until such time as detailed information in respect of overland flow routing both prior to and after development has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To ensure that the flood risk to the site and third parties is not increased.

Informative: In order to satisfy the above condition, the following information should be submitted to demonstrate:

- the provision and maintenance of existing/proposed overland flow paths, and,
- no increase in flood risk to the development or third party assets.

- (24) Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

1. A preliminary risk assessment which has identified:
 - all previous uses
 - potential contaminants associated with those uses
 - a conceptual model of the site indicating sources, pathways and receptors

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- potentially unacceptable risks arising from contamination at the site.
 - 2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
 - 3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
 - 4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.
- Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To ensure an adequate assessment of the potential risk posed is made and to protect controlled waters.

- (25) If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To protect controlled waters.

- (26) No development shall take place within the area indicated until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the local planning authority.

Reason: To ensure that features of archaeological interest are properly examined and recorded, in accordance with PPS5 Policy HE12.

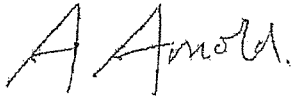
Notes

- (1) Flood Defence Consent
- Notwithstanding the planning permission(s) that may be granted or extant on the site, any proposed works affecting ordinary watercourses, statutory main river, within the indicative floodplain or within the byelaw distance (9 metres) requires the prior written consent of the Environment Agency under the relevant statutory legislation and current land drainage byelaws.
- It should not be assumed that such consent will automatically be forthcoming, and the applicant should consult with the Environment Agency at the earliest opportunity in order to determine and secure formal flood defence consent for the proposed works as appropriate.
- On this proposed site, the Environment Agency should be consulted before any works are undertaken to any watercourses in order to determine whether flood defence consent is required.
- As you are aware the discharge of planning conditions rests with the Local Planning

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Authority. It is, therefore, essential that you are satisfied that the proposed draft condition meets the requirements of Circular 11/95 'Use of Conditions in Planning Permission'. Please notify us immediately if you are unable to apply our suggested condition, as we may need to tailor our advice accordingly.

- (2) An agreement under Section 106 of the Town and Country Planning Act 1990 contains planning obligations. This agreement restricts development under the planning permission on those parts of the site shown hatched red and blue on the plan annexed to it, which are intended to be retained for existing uses or developed under separate detailed planning permission.



Adrian Arnold
Director of Planning Services
West Northamptonshire Development Corporation

Date: 5th September 2011

IMPORTANT NOTE : Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority.

End of Decision.

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Schedule of approved plans

11/0041/REPWNN

| Plan Name | Reference Number | Revision |
|---------------|------------------|----------|
| Location Plan | | |

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Appeals to The Planning Inspectorate

If you are aggrieved by the decision of WNDC to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to The Planning Inspectorate under Section 78 of the Town and Country Planning Act, 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, 3/08A, Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN.

The Inspectorate can allow a longer period for giving notice of an appeal, but they will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of the appeal.

The Inspectorate need not consider an appeal if it seems to him that WNDC could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.

In practice The Inspectorate does not refuse to consider appeals solely because WNDC based its decision on a direction given by them.

In accordance with the Town and Country Planning General Development Order 1988 you are required to send a copy of the notice of appeal to WNDC at the same time as you submit the appeal to The Planning Inspectorate. The appeal form should be sent to WNDC at the following address:-

West Northamptonshire Development Corporation.
Planning Group,
PO Box 622,
Franklin's Gardens,
Northampton.
NN5 5WR

Purchase Notices

If either WNDC or The Planning Inspectorate refuses permissions to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonable beneficial use it's existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the WNDC (Northampton Borough Council, District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part IV of the Town and Country Planning Act, 1990.

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Compensation

In certain circumstances compensation may be claimed from the WNDC if permission is refused or granted subject to conditions by The Inspectorate on appeal or on reference of the application to him.

These circumstances are set out in sections 114 and related provisions of the Town and Country Planning Act, 1990.

NOTES: This consent relates solely to planning control. If the development includes the erection or alteration of a building or a change of use the work must not be carried out nor the change of use take place until the Building Regulations have been complied with.

WHERE by any act of Parliament, statutory instrument or other authority, other CONSENTS, LICENCES, PERMISSIONS OR APPROVALS IN ADDITION TO THOSE SPECIFIED IN THIS PERMISSION ARE REQUIRED in respect of the development or notice thereof is required to be given to any person (including a local authority), THE APPLICANT MUST COMPLY with such requirements BY SEPARATE APPLICATION OR NOTICE. This includes applications for ADVERTISEMENT CONSENT AND LISTED BUILDING CONSENT.

IMPORTANT NOTICE: Please note that any works carried out without compliance with the conditions attached to this approval will be entirely at the risk of the persons involved and may result in formal action being taken by the Local Planning Authority. A fee of £85 is payable per submission to discharge one or more conditions. Further information is available on the Corporation's website under 'Discharge of Conditions' section.

Schedule 2 – Original Agreement

DentonWildeSapte...

Deed relating to land at former Princess Marina Hospital site,
Weedon Road, Northampton made pursuant to Section 106 of
the Town and Country Planning Act 1990

Dated *24th MARCH* 2009

(1) West Northamptonshire Development Corporation

-and -

(2) Northamptonshire Healthcare National Health Service Trust

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Agreement pursuant to Section 106 of the Town and Country Planning Act 1990

Dated **24th MARCH** 2009

Between

- (1) **WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION** of PO Box 355, Franklin's Gardens, Weedon Road, Northampton, NN5 5WU (the **Corporation**);
- (2) **THE NORTHAMPTONSHIRE HEALTHCARE NATIONAL HEALTH SERVICE TRUST** whose registered office is at Sudborough House, St Mary's Hospital, London Road, Kettering, Northamptonshire NN15 7PW (the **Owner**).

Recitals

- A The Corporation is the local planning authority by virtue of the Order for the Designated Area (in which part of the Site is situated) with the objective of securing the regeneration of the Designated Area.
- B The Owner is registered at the Land Registry as proprietor with freehold title absolute under title number NN165775 of the Site and submitted the Application to the Corporation for determination on 4 April 2007.
- C The Corporation considered the Application on 30 October 2007 at its Northampton Area Planning Committee and resolved to grant the Permission subject to completion of this Deed.
- D The purpose of this Deed is to secure the Planning Obligations.
- E The Corporation has agreed to discount the standard charges subject to completion of the Trust's Works before the Longstop Date (referred to in Paragraph 4 of Schedule 2) and the provision of the Health Services for future residents of the Site so that the Corporation shall not be required to make future contributions from its standard charge fund to such services for the Site. The Uplift Payments will apply where the Trust's Works are not carried out before the Longstop Date, in accordance with Schedule 10.
- F The covenants in Clause 5 and at Schedule 1 to Schedule 7 (inclusive) constitute planning obligations for the purposes of Section 106 of the Act binding the Site in the manner provided for in this Deed and in respect of which the Corporation is the local planning authority entitled to enforce pursuant to the terms of this Deed.

- G The covenants at Clause 6.1 and Schedule 10 constitute planning obligations for the purposes of Section 106 of the Act binding the New NHS Retained Land.

It is agreed:

1 Definitions

Access Routes means pedestrian access routes to be provided as part of the Development the location of which are to be agreed as part of the Masterplan.

Act means the Town and Country Planning Act 1990 as amended.

Actual Housing Costs means the aggregate annual expenditure by the occupier on rent, mortgage payments and service charges in respect of the Affordable Housing Unit in question.

Affordable Housing means housing at costs below those associated with open market housing for occupation by Qualifying Persons who are assessed by the Borough Council as being unable to resolve their housing needs in the private sector because of the relationship between housing costs and income (or in the case of the Key Workers Units for occupation by Key Workers) the tenure of which shall include:

- (a) Social Rented Housing Units;
- (b) Intermediate Housing Units and;
- (c) Key Worker Units

Affordable Housing Provider means a registered social landlord given the meaning in Part 1 of the Housing Act 1996 (including any other body defined by subsequent legislation as having a similar role in respect of Affordable Housing) or other body registered with the Homes and Communities Agency under the relevant Housing Act or other body approved by the Homes and Communities Agency to receive social housing grant such Affordable Housing Provider in any event to be approved by the Borough Council

Affordable Housing Mix means the Key Worker Units and the following mix of tenures expressed as a percentage of the remaining Affordable Housing Units to be Provided:

- (a) 70% Social Rented Housing Units (rounded to the nearest whole number); and
- (b) 30% Intermediate Housing Units (rounded to the nearest whole number).

Affordable Housing Units means together the Key Worker Units, Social Rented Housing Units and the Intermediate Housing Units which shall represent 35% (thirty five per cent) of the total number of Dwellings (rounded to the nearest whole number) to be provided as part of the

Development in accordance with the Affordable Housing Mix or any variation thereof agreed pursuant to Clause 7.2.

Allotments means open space in accordance with Section 11 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).

Amenity Green Space means open space in accordance with Section 7 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).

Application means planning application reference 07/0004/OUT/WNN submitted to the Corporation by the Owner in respect of the Site for redevelopment to provide for residential and employment land uses.

Assessment and Treatment Unit means a facility for the assessment and treatment of learning disabilities including a 4 (four) bed facility for learning disability clients and facilities for an intensive support team comprising approximately 820 square metres of built floor area (or such substantially similar variation or substitution of such facility as may be provided by the Trust).

Borough Council means Northampton Borough Council.

Borough Council's Area means the administrative borough of Northampton Borough Council.

CAMHS Unit means an in-patient facility for children with mental health needs, comprising a 10 (ten) bed inpatient unit for CAMH clients comprising approximately 868 square metres of built floor area (or such substantially similar variation or substitution of such facility as may be provided by the Trust).

Commenced means the start of works which amount to a Material Operation in relation to any part of the Development (and 'Commencement' shall be construed accordingly).

Completion means unless the context otherwise so admits the proper issue of a certificate of practical completion of any works or as the context may allow any part, section or phase thereof by an independent architect, engineer or other certifying professional as the case may be and the terms "Complete", "Completed" and cognate expressions shall be interpreted in accordance with this definition and Occupation of any Dwelling or Occupation of the Trust's Works shall be determinative of Completion even in the absence of a certificate.

Commercial Unit(s) means any unit forming part of the Development for commercial industrial hotel retail or leisure use (and ancillary facilities).

Community Infrastructure Levy means a tax or tariff or charge applicable in the Borough Council's Area pursuant to the Planning Act 2008 and related regulations or any subsequent proposed legislation to fund the delivery of infrastructure.

CTEMM Plan means a Construction Training and Employment Method Management Plan which seeks to maximise job opportunities for residents of Northampton through:

- (i) the creation of job opportunities;
- (ii) the provision of skills training;
- (iii) the means for advertising all vacancies (including subcontractor organisation vacancies) both which arise during the construction of each Development and the end-use of the Development (if applicable);
- (iv) identify appropriate training courses and encourage and assist applicants for employment who are not presently qualified for a particular vacancy to obtain the necessary training and qualifications;
- (v) the means of recruitment of local staff through the local Job Centre Plus and other professional recruitment partners; and
- (vi) the means of ensuring and promoting equal opportunities as part of the employment process.

Design Code means the set of illustrated rules and parameters which will inform design and appearance aspects of reserved matters applications, building on the Masterplan and being prepared in accordance with Annex B of PPS3 and the government's 'Preparing Design Codes: Practice Manual (2006)'.

Designated Area means the development area for the Corporation as defined in the Order for which the Corporation is the local planning authority for the purposes of Part 3 of the Act.

Development means development permitted by the Permission.

Development Parameters means the amount of development (number of Dwellings and floor space for other uses), together with the broad layout, scale, landscaping appearance of the Development and shall not exceed the Maximum Commercial Floorspace or the Maximum Number of Dwellings in any event.

Dwelling means a residential unit erected as part of the Development which includes both Affordable Housing Units and Market Units.

Employment Standard Charge means the average cost per square metre (gross) of floorspace within a Commercial Unit of providing infrastructure and services within the relevant

part of the Corporation's Designated Area assessed at the date of this Deed (being discounted to reflect market conditions and the Trust's Works) as £25 (twenty five pounds) Index Linked having reached a balance between factors including the costs of infrastructure required in the Corporation's area, the likely scale of the development that will come forward and the level of charge that it is appropriate for developments to meet without stifling development.

Existing NHS Retained Land means that part of the Site hatched blue on the Plan.

Grant means national affordable housing programme funding allocated by the Homes and Communities Agency.

Health Services means health services provided by the Trust for future residents of the Site (excluding the NHS Retained Land) at an estimated cost of £2,564 per Dwelling over the lifetime of the Development.

Homes and Communities Agency means the non departmental public body responsible for registering, regulating and funding affordable housing providers in the provision of affordable housing and such expression shall include successors to the functions and powers of the Housing Corporation and the Homes and Communities Agency.

Intermediate Housing Units means Dwellings to be provided as either Shared Ownership Housing Units or by other forms of leasehold or equity sharing tenures which satisfy the definition in Annex B of PPS3, including Intermediate Rent.

Intermediate Rent means accommodation made available for letting to persons on assured shorthold tenancies at rents no more than 80% of the market level in the local area.

Index Linked means that whenever reference in this Deed is made to a sum being Index Linked it shall mean that at the date when the said sum becomes due it shall be adjusted as so described in this Deed in accordance with the relevant index set out in Schedule 9 and Index and "Indexation" shall be construed accordingly.

Infrastructure means the items of infrastructure to be provided in or to serve the development within the Designated Area the indicative heads of which are set out in Schedule 11 which may be amended from time to time and will be formalised in the Infrastructure Delivery Plan prepared by the Corporation after the date of this Deed.

Infrastructure Delivery Plan means the strategy to be prepared and implemented by the Corporation which identifies the Infrastructure and prioritises the Infrastructure to be provided within the Designated Area (as may be amended from time to time).

Key Worker means persons (along with their families and dependents) nominated by the Trust and employed by the National Health Service in any of the following positions

- (a) nursing staff;
- (b) junior doctors;
- (c) clinical trainees;
- (d) diagnostic staff;
- (e) health care assistants; and
- (f) such other clinical NHS position (not including doctors or dentists) as may be notified from time to time by the Trust to the Borough Council.

Key Worker Units means twelve (12) two-bedroom Affordable Housing Units to be Provided for Key Workers.

Management Company means a company established (or identified) by the Owner as agreed by the Corporation to maintain any facility referred to in this Deed.

Market Units means Dwellings which are not Affordable Housing Units.

Masterplan means a document which identifies within the Development Parameters (but without limitation of the following):

- (a) what design principles will be applied to the Development Parameters in reserved matters applications (to reflect the physical, social, economic and policy context of the Development);
- (b) what access policies will be applied to reserved matters applications to reflect access constraints and opportunities for the Site, how users will access the Development from the existing transport network and why the main points of access to the Site and the layout of Access Routes within the Site have been chosen; and
- (c) the location of the SUDS and Public Open Space within the Site.

Material Operation shall have the meaning as defined by Section 56 of the Act in respect of the Development excluding any archaeological works, works of demolition, works of excavation, remediation, stabilisation works, service installation or diversions, site and soil investigations, erection of hoardings or fences.

Maximum Commercial Floorspace means 4,000 (four thousand) square metres (gross) of floorspace to be comprised in Commercial Units which may be constructed pursuant to the Permission.

Maximum Number of Dwellings means 550 (five hundred and fifty) being the maximum number of Dwellings that may be constructed pursuant to the Permission.

Net Receipts means any receipts or consideration received by an Affordable Housing Provider from the sale of an interest in an Affordable Housing Unit following its initial Occupation after deduction of the Affordable Housing Provider's reasonable evidenced costs of acquisition, construction and sale of the relevant Affordable Housing Units and the deduction of any Grant repayable.

New NHS Retained Land means that part of the Site hatched red on the Plan

NHS Retained Land means the Existing NHS Retained Land and the New NHS Retained Land.

Notional Housing Costs means the aggregate rent, purchase price and service charges that would result in annual expenditure upon rent, mortgage payments (assuming a 100% (one hundred percent) mortgage of the purchase price element if any) and service charges as the case may be by the occupier in respect of the Affordable Housing Unit in question that:

- (a) in the case of an Intermediate Housing Unit which is not a Shared Ownership Unit is affordable by households on incomes of less than £40,000 (forty thousand pounds) per annum PROVIDED THAT the rent shall not exceed 80% of market levels (or such other figure as set by the Homes and Communities Agency from time to time);
- (b) in the case of a Shared Ownership Housing Unit:
 - (i) is substantially below market levels;
 - (ii) is affordable by households on incomes of less than £40,000 (forty thousand pounds) per annum;
 - (iii) the purchase price of the shared ownership element is no greater than 3 (three) times the said household income; and
 - (iv) any annual rent is no greater than 2.75% (two point seven five percent) of the value of any unsold share (such share being calculated at full market value).
- (c) in the case of a Social Rented Affordable Housing Unit such sum as:
 - (i) in respect of the rent element is no more than a rent as determined through the national rent regime in accordance with the Government's Three Year Review of Rent Restructuring (July 2004) or any superseding publications and policies as adopted by the Government for use by Affordable Housing Providers; and

- (ii) results in service charges not being so great as to make a tenancy unaffordable by reference to target sums set by the Homes and Communities Agency

PROVIDED THAT (1) all such sums referred to in (a) and (b) shall be adjusted in accordance with such annual reviews of the corresponding figures as are published by the Borough Council from time to time to reflect changes in income/house price ratios (2) in default of such figures being so published on an annual basis such sums may be amended from time to time by agreement in writing between the Council and the Affordable Housing Provider having regard to changes in income/house price ratios relating to the Borough Council's area.

Occupy or Occupation means the occupation of any part of the Development or use of the Trust's Works save for fitting out purposes.

Offset Contribution means a sum in lieu of compliance with the Affordable Housing Mix offered by the Developer and secured through planning obligations binding the Site.

Order means the West Northamptonshire Development Corporation (Planning Functions) Order 2006 which confers on the Corporation powers of local planning authority for the purposes of Part 3 of the Act in respect of the Designated Area.

Permission means a planning permission issued pursuant to the Application for the Development in substantially the same form as the draft at Schedule 12 or any variation thereto granted pursuant to any application made by the Owner under Section 73 of the Act.

Plan means the plan annexed to this Deed.

Planning Obligations means the obligations in Clause 5 and at Schedule 1 to Schedule 7 (inclusive).

Provided means:

- (a) the Completion of Affordable Housing Units so that they are fitted out and available for Occupation and have the benefit of necessary rights of access and service connections; and
- (b) in relation to the Social Rented Housing Units and Intermediate Housing Units only the execution of a legally binding unconditional contract with an Affordable Housing Provider for the sale and purchase of the said Affordable Housing Units.

Provision for Young People means open space in accordance with section 8 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).

Provision for Children means open space in accordance with section 8 and Appendix K of the Borough Council's Open Space, Sport and Recreation Needs Assessment and Audit Final Report (September 2006).

Public Open Space means those open areas (not including any SUDS) which are to be made available on the Site for use by the public as Amenity Green Space, Provision for Young People, Provision for Children and Allotments as deemed appropriate by the Corporation, required to be laid out in accordance with the Public Open Space Works Specification and required to be provided as public open space pursuant to Schedule 7.

Public Open Space Works Specification means a specification for the laying out and maintenance of the Public Open Space to be submitted to the Corporation for its approval.

Public Open Space Management Plan means a scheme provided by the Owner for the long-term management of each of the Public Open Space areas on the Site to ensure that the Public Open Space is managed and maintained to a standard equivalent to the standard the Borough Council usually maintains Public Open Space.

Public Open Space Maintenance Sum means a sum to be agreed with the Corporation to cover the cost of maintaining the Public Open Space in accordance with the Public Open Space Management Plan.

Quarter means 31 January 30 April 31 July and 30 October.

Quarterly Report means a report to be prepared which identifies the following for the immediate preceding Quarter:

- a) the total number of Dwellings comprised within the Development Commenced within that Quarter: and
- b) the total number of Dwellings comprised with the Development Completed within that Quarter.

Qualifying Persons means those persons who are assessed by the Borough Council and/or the Affordable Housing Provider as being unable to resolve their housing needs in the private sector housing market because of the relationship between housing costs and incomes.

Request for Security Confirmation means a written notice from the Corporation requesting a Security Confirmation in relation to specified Dwellings within the Development.

Review means a review of the Viability Assessment by an independent assessor on behalf of the Corporation the costs of which shall be paid by the Owner.

Residential Standard Charge means the average cost per Dwelling of providing infrastructure and services within the relevant part of the Corporation's Designated Area assessed at the date of this Deed (being discounted to reflect the Trust's Works and provision of the Health Services) as £9,936 (nine thousand nine hundred and thirty six pounds) Index Linked having reached a balance between factors including the costs of infrastructure required in the Corporation's area, the likely scale of the development that will come forward and the level of charge that it is appropriate for developments to meet without stifling development.

Secure By Design Standards means the standards required to give effect to ODPM guidance '*Safer Places: The Planning System & Crime Prevention*' and other government and police guidance on designing out crime as may be issued from time to time.

Security means in relation to any Dwellings specified in a Request for Security Confirmation legal provision by way of a bank bond cash deposit mortgage parent company guarantee or other mechanism agreed between the Corporation and the Owner guaranteeing the availability of funds to pay the Total Residential Standard Charge in relation to the Dwellings when they fall due in accordance with Schedule 2.

Security Confirmation means a document that provides detailed information about the resources available to the Owner (including the value of the Site).

Security Notice means a notice from the Corporation specifying why the Corporation is not reasonably satisfied that the Security Confirmation is sufficient to provide the Corporation with a good level of confidence that the Total Residential Standard Charge (or any remainder thereof then due) will be paid when they fall due in accordance with Schedule 2.

Shared Ownership Housing means Shared Ownership Housing Units in which the occupier owns a percentage of the dwelling and the remainder is owned by an Affordable Housing Provider but with the right for the occupier to purchase further percentages of the dwelling up to 100% (one hundred per cent).

Shared Ownership Housing Units means those Dwellings to be provided as Shared Ownership Housing.

Site means the land shown edged red on the Plan.

Social Rented Housing Units means subsidised housing for rent at Target Rents to persons in housing need who cannot afford to buy or rent properties generally available in the private housing market.

Staff Monitoring Contribution means £7,500 (seven thousand five hundred pounds) Index Linked, to be used for monitoring of the Owner's compliance with the obligations in this Deed.

SUDS means a sustainable urban drainage scheme incorporating such of the following as the Corporation (acting reasonably) considers appropriate:

- Permeable and porous surfaces to reduce surface runoff;
- Ponds/basis for temporary storage during high magnitude rainfall events (detention basins) or longer term storage (retention basins);
- Pipework and channelling to divert water from undesirable locations;
- Structures that increase the lag between a rainfall event and discharge of water to the drainage system;
- Permeable Pavements;
- Filter strips;
- Swales;
- Soakaways and Infiltration Trenches;
- Filter Drains;
- Rainwater Butts; and
- Green Roofs.

SUDS Management Plan means a scheme provided by the Owner which sets out the details for long term maintenance of the SUDS.

Sustainability Strategy means a scheme which includes such of the following as the Corporation (acting reasonably) considers appropriate:

- (a) details of how measures for ensuring at least ten per cent (10%) of the energy demand required to operate the Development will be provided from renewable sources;
- (b) the extent to which sustainable materials will be used during the construction of the Development;
- (c) the way in which a minimum of twenty per cent (20%) reduction above Building Regulation requirements applicable at the date of this Deed will be achieved in relation to energy emissions from the Dwellings to be constructed as part of the Development;
- (d) the way in which the ICE's demolition protocol will be followed;
- (e) the way in which SUDS will be incorporated into the Development;

- (f) the way in which the Development will be constructed so as to reduce water use and to generally encourage efficient water use; and
- (g) the way in which waste generation, storage and disposal will be managed as part of the construction of the Development.

Target Rents means a rent as determined through the national rent regime in accordance with the proposal set out in the Three Year Review of Rent Restructuring (July 2004) which was implemented as policy in July 2006 (or any superseding publications and policies as adopted by the Homes and Communities Agency for use by Affordable Housing Providers).

Technical Support Contribution means £18,000 (eighteen thousand pounds) Index Linked, to be used for work required in connection with the Masterplan, Design Code and any reserved matters approvals.

Total Employment Standard Charge means the sum of £100,000 (one hundred thousand pounds) Index Linked being the total Employment Standard Charge payable in respect of the Maximum Commercial Floorspace.

Total Residential Standard Charge means the sum of £4,968,000 (four million nine hundred and sixty eight thousand pounds) Index Linked being the total Residential Standard Charge payable in respect of the Maximum Number of Dwellings (being adjusted to reflect the re-provision of 50 (fifty) existing dwellings).

Towcester Mill House means the internal fit out of an existing building or provision of a new building to provide a health facility comprising reception and waiting areas, counselling/appointment rooms, a group/meeting room and an office base for clinical, medical, administrative, therapy and support staff, comprising approximately 562 square metres of floor area (or such substantially similar variation or substitution of such facility as may be provided by the Trust).

Travel Plan means the package of measures aimed at promoting more sustainable travel choices and reducing reliance on the car in relation to the Development and shall set out:

- (a) the aims and objectives of the travel plan, including reducing the need to travel by car, encouraging healthy commuting and work-related journeys;
- (b) a monitoring and review strategy and targets for the reduction of single occupancy car related journeys over the first five years of the Development;
- (c) a strategy for achieving the aims, objectives and targets in the event that monitoring reveals those targets are not being achieved;
- (d) the provision of staff surveys following first Occupation of the Commercial Units;

