

DATED this 15th day of February 2019

GIVEN BY

- (1) WHEAT QUARTER LIMITED
- (2) METROPOLITAN HOUSING TRUST LTD
- (3) METROPOLITAN LIVING LIMITED
- (4) UE FINCO LIMITED
- (5) FOOKS PROPERTY COMPANY LIMITED

TO

- (1) WELWYN HATFIELD BOROUGH COUNCIL
- (2) HERTFORDSHIRE COUNTY COUNCIL

UNILATERAL UNDERTAKING

pursuant to Section 106 of the Town and Country Planning
Act 1990 in relation to a planning application for
development at the former Shredded Wheat Factory
Bridge Road Welwyn Garden City AL8 6UN



THIS UNILATERAL UNDERTAKING is given this *15th* day of *February* 2019

BY

- (1) **Wheat Quarter Limited** (Co Regn No. 10507878) whose Registered Office is at No.1 Hyde Way, Welwyn Garden City, England, AL7 3BU ("**the First Owner**")
- (2) **Metropolitan Housing Trust Ltd** a Registered Society under the Co-operative and Community Benefit Societies Act 2014 with number IP1337R of The Grange, 100 High St, London N14 6PW ("**the Second Owner**")
- (3) **Metropolitan Living Limited** (Co Regn No 04405968) whose Registered Office is at The Grange, 100 High St, London N14 6PW ("**the Third Owner**")

together known as the "**Owners**"

- (4) **UE Finco Limited** (Co Regn No. 08615607) whose Registered Office is at 1 Hamilton Mews, London W1J 7HA ("**the First Mortgagee**")
- (5) **Fooks Property Company Limited** (Co. Regn. No.00019313) whose registered office is at The Lodge 93 Normanston Drive, Oulton Broad, Lowestoft, Suffolk, England, NR32 2PX ("**the Second Mortgagee**")

together known as the "**Mortgagee**"

TO

- (6) **Welwyn Hatfield Borough Council** of Council Offices The Campus Welwyn Garden City Hertfordshire ("**the Council**") and
- (7) **Hertfordshire County Council** of County Hall Pegs Lane Hertford Hertfordshire ("**the County**")

RECITALS:

- (A) The Council and County are the local planning authorities for the purposes of the Act for the area within which the Application Site is situated and as such are the local planning authorities entitled to enforce the terms of this Unilateral Undertaking.
- (B) The County is also the Highway Authority the Education Authority the Library Authority the Social Services Authority and the Fire and Rescue Authority for the area within which the Application Site is situated.
- (C) The First Owner is the sole freehold owner of the North Site of the Application Site with title absolute at HM Land Registry under title numbers HD176723, HD209728, HD225790, HD236193, HD545595.
- (D) The Second Owner is the sole freehold owner of part of the South Site of the Application Site with title absolute at HM Land Registry under title number HD568644.
- (E) The Third Owner is the sole freehold owner of part of the South Site of the Application Site with title absolute at HM Land Registry under title number HD568645.

- (F) The First Owner and the Second Owner and the Third Owner shall be together be referred to as the "Owners" in this Unilateral Undertaking.
- (G) The First Mortgagee has a registered charge over the North Site dated 15 December 2017.
- (H) The Second Mortgagee has registered charges over the North Site dated 4 October 2018.
- (I) The First Mortgagee and Second Mortgagee shall be together be referred to as the "Mortgagee" in this Unilateral Undertaking.
- (J) The Application has been made to the Council for planning permission for the Development on the Application Site.
- (K) On 6th December 2018 the Council resolved to grant Planning Permission for the Application Site subject (amongst other things) to the prior completion of an agreement to secure the planning obligations contained in this Unilateral Undertaking.
- (L) The Owners with the consent of the Mortgagee have agreed to give this Unilateral Undertaking in satisfaction that provision should be made for regulating or facilitating the development or use of the Application Site in the manner hereinafter appearing.

NOW THIS UNILATERAL UNDERTAKING WITNESSES as follows:

1. Interpretation

- 1.1 For the purposes of this Unilateral Undertaking (including the Recitals) the following words and expressions shall, unless the context otherwise requires, have the following meanings:-

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| "Act" | means the Town and Country Planning Act 1990 (as amended) |
| "Application" | means the application for detailed planning permission for the Development received by the Council dated 17 th January 2018 and allocated reference number 6/2018/0171/MAJ |
| "Application Site" | means the land known as the former Shredded Wheat Factory Bridge Road Welwyn Garden City AL8 6UN as shown edged red on the Plan annexed hereto marked "Site Plan" being the land registered at the Land Registry under title numbers HD176723, HD209728, HD225790, HD236193, HD545595 for the North Site and the land registered at Land Registry under title numbers HD176723, HD568644 and HD568645 for the South Site |
| "BCIS Index" | means the Building Cost Information Service All-in Tender Price Index published from time to time |

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| "Block" | means Block 1 or Block 2a or Block 2b or Block 2c or Block 3a or Block 3b or Block 4 or Block 5 or Block 6a or Block 6b or Block 6c or Block 6d or Block 6e or Block 6f or Block 7a or Block 7b or Block 7c or Block 7d or Block 7e or Block 7f or Block 8a or Block 8b or Block 8c or Block 8d or Block 9a or Block 9b or Block 9c or Block 10a or Block 10b or Block 10c or Block 11a or Block 11b or Block 11c or Block 12a or Block 12b or Block 12c or Block 13a or Block 13b or Block 13c identified by block numbers on the Block Plan attached to this Unilateral Undertaking |
| "Block 1" | means the block identified as block 1 on the Block Plan attached to this Unilateral Undertaking |
| "Block 2a" | means the block identified as block 2a on the Block Plan attached to this Unilateral Undertaking |
| "Block 2b" | means the block identified as block 2b on the Block Plan attached to this Unilateral Undertaking |
| "Block 2c" | means the block identified as block 2c on the Block Plan attached to this Unilateral Undertaking |
| "Block 3a" | means the block identified as block 3a on the Block Plan attached to this Unilateral Undertaking |
| "Block 3b" | means the block identified as block 3b on the Block Plan attached to this Unilateral Undertaking |
| "Block 4" | means the block identified as block 4 on the Block Plan attached to this Unilateral Undertaking |
| "Block 5" | means the block identified as block 5 on the Block Plan attached to this Unilateral Undertaking |
| "Block 6a" | means the block identified as block 6a on the Block Plan attached to this Unilateral Undertaking |

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| "Block 6b" | means the block identified as block 6b on the Block Plan attached to this Unilateral Undertaking |
| "Block 6c" | means the block identified as block 6c on the Block Plan attached to this Unilateral Undertaking |
| "Block 6d" | means the block identified as block 6d on the Block Plan attached to this Unilateral Undertaking |
| "Block 6e" | means the block identified as block 6e on the Block Plan attached to this Unilateral Undertaking |
| "Block 6f" | means the block identified as block 6f on the Block Plan attached to this Unilateral Undertaking |
| "Block 7a" | means the block identified as block 7a on the Block Plan attached to this Unilateral Undertaking |
| "Block 7b" | means the block identified as block 7b on the Block Plan attached to this Unilateral Undertaking |
| "Block 7c" | means the block identified as block 7c on the Block Plan attached to this Unilateral Undertaking |
| "Block 7d" | means the block identified as block 7d on the Block Plan attached to this Unilateral Undertaking |
| "Block 7e" | means the block identified as block 7e on the Block Plan attached to this Unilateral Undertaking |
| "Block 7f" | means the block identified as block 7f on the Block Plan attached to this Unilateral Undertaking |
| "Block 8a" | means the block identified as block 8a on the Block Plan attached to this Unilateral Undertaking |
| "Block 8b" | means the block identified as block 8b on the Block Plan attached to this Unilateral Undertaking |

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| "Block 8c" | means the block identified as block 8c on the Block Plan attached to this Unilateral Undertaking |
| "Block 8d" | means the block identified as block 8d on the Block Plan attached to this Unilateral Undertaking |
| "Block 9a" | means the block identified as block 9a on the Block Plan attached to this Unilateral Undertaking |
| "Block 9b" | means the block identified as block 9b on the Block Plan attached to this Unilateral Undertaking |
| "Block 9c" | means the block identified as block 9c on the Block Plan attached to this Unilateral Undertaking |
| "Block 10a" | means the block identified as block 10a on the Block Plan attached to this Unilateral Undertaking |
| "Block 10b" | means the block identified as block 10b on the Block Plan attached to this Unilateral Undertaking |
| "Block 10c" | means the block identified as block 10c on the Block Plan attached to this Unilateral Undertaking |
| "Block 11a" | means the block identified as block 11a on the Block Plan attached to this Unilateral Undertaking |
| "Block 11b" | means the block identified as block 11b on the Block Plan attached to this Unilateral Undertaking |
| "Block 11c" | means the block identified as block 11c on the Block Plan attached to this Unilateral Undertaking |
| "Block 12a" | means the block identified as block 12a on the Block Plan attached to this Unilateral Undertaking |
| "Block 12b" | means the block identified as block 12b on the Block Plan attached to this Unilateral Undertaking |

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| "Block 12c" | means the block identified as block 12c on the Block Plan attached to this Unilateral Undertaking |
| "Block 13a" | means the block identified as block 13a on the Block Plan attached to this Unilateral Undertaking |
| "Block 13b" | means the block identified as block 13b on the Block Plan attached to this Unilateral Undertaking |
| "Block 13c" | means the block identified as block 13c on the Block Plan attached to this Unilateral Undertaking |
| "Block Plan" | means the plan attached to this Unilateral Undertaking and labelled "Block Plan" identifying the Blocks |
| "Car Parking Survey Contribution" | means a contribution towards the carrying out of car parking surveys in the locality of (but not within) the Development in the sum of twenty thousand pounds (£20,000) (subject to Indexation) |
| "Certificate of Completion" | means a written notice specifying the relevant works and clause or paragraph of this Unilateral Undertaking to which such notice relates and expressly stating that the said works have been completed to the satisfaction of the Council in accordance with the terms of this Unilateral Undertaking and recording the date on which it was issued |
| "Childcare Contribution" | means the sum of £13,000 (subject to Indexation) towards the cost of on-site childcare provision |
| "Commencement Date" | means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Unilateral Undertaking and for no other purpose) operations consisting of site survey site clearance (including demolition except in relation to listed buildings) archaeological investigations for the purpose of assessing ground conditions remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying or removal |

of services erection or any temporary means of enclosure including fences and hoardings and temporary display of site notices or advertisements and "Commencement" and "Commence" and "Commences" and "Commenced" shall mutatis mutandis be constructed accordingly

"CPZ Implementation Contribution"

means a contribution towards the consultation on and design and implementation of a controlled parking zone scheme in the locality of (but not within) the Development in the sum of £30,000 (subject to Indexation)

"Development"

means the creation of a mixed-use quarter comprising the erection of up to 1,340 residential dwellings including 414 (31%) affordable dwellings (Use Class C3); 114 extra care homes (Use Class C2); the erection of a civic building comprising 497 m² of health (Use Class D1), 497 m² of community use (Use Class D1), 883 m² of office (Use Class B1) and 590 m² of retail (Class A1/A2/A3/A4/A5); alterations, additions and change of use of Grade II Listed Building and retained Silos to provide 5,279 m² of flexible business floorspace (Use Class B1), 270 m² Combined Heat and Power (Sui Generis), 2,057 m² International Art Centre (Use Class D1), 1,235 m² Gymnasium (Use Class D2), 1,683 m² of restaurant/coffee shop/bar (Use Class A1/A3/A4/A5), Creche/Day Nursery (Use Class D1) of 671 m² as well as a Network Rail TOC Building (Use Class B1) of 360 m²; plus associated car parking, access, landscaping, public art and other supporting infrastructure pursuant to the Planning Permission

"Disposal"

means sale transfer option gift exchange declaration of trust assignment lease and including a contract for any such disposal and "Disposals" "Dispose" and "Disposed of" shall be construed accordingly

"Dwelling"

means any dwelling (including a house flat or maisonette) to be constructed pursuant

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| | to the Planning Permission and "Dwellings" shall be construed accordingly |
| "Extra Care Dwelling" | means a Dwelling comprising part of the Development for use for purposes falling within Class C2 of the Town and Country Planning (Use Classes) Order 1987 |
| "First Primary Education Contribution" | means the sum of £1,408,731.81 (subject to Indexation) payable towards reprovision of Peartree Primary School |
| "General Medical Services Contribution" | means the sum of £535,730 (subject to Indexation) towards the extension and modification of the buildings at the Parkway Clinic in Welwyn Garden City to increase general medical services capacity serving the Development, which sum may be used as direct funding or as a reimbursement of expenditure for this purpose |
| "Indexation" | means indexation in accordance with clause 6 of this Unilateral Undertaking |
| "Interest" | means the interest to be paid at the interest rate of 4% (four percent) per annum from the date when the payment is due to the date of payment |
| "Landscape Masterplan" | means the Illustrative Landscape Masterplan carrying reference number BMD.17.023.DR.P001 Rev C submitted to the Council in connection with the Application |
| "Library Contribution" | means the sum of £132,360 (subject to Indexation) towards the cost of configuration of the ground floor at Welwyn Garden City Central Library Creatorspace |
| "Monitoring Fee" | means the payment of five thousand pounds (£5,000) towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Unilateral Undertaking |
| "North Site" | means the area coloured green on the Site Plan attached to this Unilateral Undertaking |
| "Occupation" | means occupation of the land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for |

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| | marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" and "Occupier" shall be construed accordingly |
| "Open Space" | means informal public open space and amenity areas |
| "Open Space Land" | means the land identified as Open Space in an Open Space Scheme |
| "Open Space Management Scheme" | means a written scheme submitted to the Council for the ongoing management and maintenance of Open Space, Play Space and, the Sensory Garden of the Development (including comprehensive arrangements for financing by means of a financial contribution and/or revenue stream the long term management and maintenance of the Open Space, Play Space and, Sensory Garden to the standard set out in the said scheme) in accordance with the Landscape Masterplan and which written scheme shall apply a consistent approach and standard to any such scheme relating to any other Phase |
| "Open Space Programme" | means a phasing programme for the provision of Open Space, Play Space and Sensory Garden , at the Development |
| "Open Space Scheme" | means a written scheme submitted to the Council for the provision of Open Space, Play Space and Sensory Garden at the Development |
| "Open Space Works" | means the works required for the provision of the Open Space and Play Space in accordance with the Open Space Scheme |
| "Outdoor Sports Contribution" | means a contribution in the sum of £170,000 (subject to Indexation) towards the cost of upgrading the changing and clubhouse facilities at Welwyn Garden City Rugby Club, Football Club and Cricket Club within the Council's administrative area as follows: £100,000 for Rugby Club, £50,000 for Football Club, £20,000 for Cricket Club |
| "Phase" | means Phase 1 or Phase 2 or Phase 3 as shown on the Phasing Plan |

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| "Phase 1" | means the part of the Application Site shown shaded green on the Phasing Plan |
| "Phase 2" | means the part of the Application Site shown shaded blue on the Phasing Plan |
| "Phase 3" | means the part of the Application Site shown shaded red on the Phasing Plan |
| "Phasing Plan" | means the plan attached to this Unilateral Undertaking and labelled "Phasing Plan" or such other phasing plan identifying Phase 1 and Phase 2 and Phase 3 as may from time to time be approved by the Council and the County in substitution thereof |
| "Planning Permission" | means the planning permission to be granted by the Council pursuant to the Application |
| "Play Space" | means play space areas and facilities including but not limited to local equipped areas of play, local areas of play, multi-use games areas, neighbourhood equipped areas of play, sports pitches and other play spaces |
| "Play Space Land" | means the land identified as Play Space in an Open Space Scheme |
| "Primary Education Contribution" | means the sum of £5,207,246 (subject to Indexation) which is made up of the First Primary Education Contribution, the second Primary Education Contribution and the Third Primary Education Contribution towards the cost of re-provision and expansion of Peartree Primary School |
| "PUBSEC Index" | means the Tender Price Index published by the Department for Business Innovation and Skills and the continuation series published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or any successor organisation or equivalent replacement index |
| "Rail Bridge Contribution" | means the sum of seven hundred and fifty thousand pounds (£750,000) towards the purposes of a scheme of improvement works to the pedestrian rail bridge that connects the Application Site to the centre of Welwyn Garden City |

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| "Rosanne House Contribution" | means the sum of £156,000 (subject to Indexation) towards the reconfiguration of Rosanne House in Welwyn Garden City to increase capacity for community and mental health care, which sum may be used as direct funding or as a reimbursement of expenditure for this purpose. |
| "Second Primary Education Contribution" | means the sum of £1,765,818.60 (subject to Indexation) payable towards reprovision of Peartree Primary School |
| "Secondary Education Contribution" | means the sum of £379,031 (subject to Indexation) towards the cost of expansion of Stanborough Secondary School up to 8 forms of entry |
| "Sensory Garden" | means a publicly accessible space that provides individual and combined sensory opportunities |
| "Site Plan" | means the plan attached to this Unilateral Undertaking and labelled "Site Plan" |
| "South Site" | means the area coloured blue on the Site Plan attached to this Unilateral Undertaking |
| "SUDS" | means sustainable urban drainage measures, systems, areas and apparatus |
| "SUDS Land" | means the land on the North Site required for the SUDS identified on the approved detailed drainage plans to be submitted pursuant to the conditions attached to the Planning Permission |
| "SUDS Management Scheme" | means a written scheme submitted to the Council for the ongoing management and maintenance of the SUDS and SUDS Land (including comprehensive arrangements for financing by means of a financial contribution and/or revenue stream the long term management and maintenance of the SUDS and SUDS Land to the standard set out in the said scheme) |
| "Third Primary Education Contribution" | means the sum of £2,032,695.59 (subject to Indexation) payable towards reprovision of Peartree Primary School |
| "Transport Assessment" | means the transport assessment dated January 2018 prepared by Entran Ltd |

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| | submitted as part of the Application for the Development |
| "Travel Plan" | means the framework travel plan in respect of the Development to be submitted to and approved by the Council, the objective of which is to promote the use public transport and other means of travel including cycling and walking and a car club |
| "Travel Plan Evaluation and Support Contribution" | means the sum of £6,000 (subject to Indexation) which shall be applied towards the costs of evaluating supporting and monitoring the Travel Plan |
| "Waste and Recycling Contribution" | means the sum of £70,890 for the provision of a household waste bin, compost bin and recycling bin for each of the Dwellings on the Application Site |
| "Working Days" | means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and "Working Day" shall be construed accordingly |
| "Youth Contribution" | means the sum of £11,864 (subject to Indexation) towards the cost of the provision of information technology and associated refurbishment at the Monks Walk Youth Wing at Monks Walk School |

1.2 In this Unilateral Undertaking:-

- 1.2.1 reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;
- 1.2.2 reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Unilateral Undertaking;
- 1.2.3 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;

- 1.2.4 words of the masculine gender include the feminine and neutral genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;
- 1.2.5 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- 1.2.6 covenants made and undertakings given in this Unilateral Undertaking if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.2.7 reference to any party to this Unilateral Undertaking shall include the successors in title to that party and any person deriving title through or under such party;
- 1.2.8 the clause and paragraph headings do not form part of this Unilateral Undertaking and shall not be taken into account in its interpretation;
- 1.2.9 if any clause in this Unilateral Undertaking is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Unilateral Undertaking; and
- 1.2.10 references to the Council and the County shall include the successors to their respective statutory functions.

2 Legal Basis

- 2.1 This Unilateral Undertaking is given by the Owners and the Mortgagee under section 106 of the Act.
- 2.2 To the extent that the covenants, obligations, restrictions and undertakings contained in this Unilateral Undertaking fall within the terms of section 106 of the Act, they are planning obligations for the purpose of that section and are entered into with the intent that the same shall be enforceable by the Council and the County not only against the Owners but also against the Owners' successors in title or any person claiming title through or under the Owners.

- 2.3 To the extent that any of the obligations contained in this Unilateral Undertaking are not planning obligations within the meaning of the Act they are given pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.

3 Agreements and Declarations

- 3.1 It is hereby agreed and declared that:

- 3.1.1 if the Planning Permission is quashed or revoked or otherwise withdrawn or expires before the Commencement Date, this Unilateral Undertaking shall cease to have effect but without prejudice to the right of the Council to enforce any breach of the obligations in this Unilateral Undertaking occurring prior to such quashing, revocation or withdrawal;
- 3.1.2 no person shall be liable for any breach of the covenants or undertakings contained in this Unilateral Undertaking which occur after the relevant person has parted with its interest in the Application Site or the part to which such breach relates but without prejudice to the rights of the Council in respect of any breach which occurred prior to the parting of such interest;
- 3.1.3 this Unilateral Undertaking shall come into effect on the date written above;
- 3.1.4 nothing in this Unilateral Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Application Site in accordance with any planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State for Communities and Local Government on appeal or reference to him after the date of this Unilateral Undertaking SAVE TO the extent that any planning permission granted under section 73 of the Act shall be based on the terms of this Unilateral Undertaking;
- 3.1.5 this Unilateral Undertaking shall be registrable as a Local Land Charge by the Council;
- 3.1.6 any notice to the parties hereto under this Unilateral Undertaking shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified (or alternative address as notified in advance and in writing to the relevant party):

In respect of the First Owner or the Second Owner or the Third Owner at:

The Company Secretary at the relevant address at the head of this Unilateral Undertaking

In respect of the Council at:

The Head of Planning

Council Offices

The Campus

Welwyn Garden City

Herts AL8 6AE

Ref: 6/2018/0171/MAJ

In respect of the County at:

The Chief Legal Officer

Hertfordshire County Council County Hall, Pegs Lane

Hertford

Herts SG13 8DE

Ref: [XXX]

In respect of the Mortgagee at:

The Company Secretary at the relevant address at the head of this Unilateral Undertaking

- 3.1.7 the obligations contained in this Unilateral Undertaking shall not be enforceable against a person whose sole interest in the Application Site is as a purchaser (freehold or leasehold) in occupation of an individual Dwelling (or their respective mortgagee or any person deriving title from any of them);
- 3.1.8 the obligations contained in this Unilateral Undertaking shall not be binding on or enforceable against any statutory undertaker or other person who acquires any part of the Application Site or interest therein solely for the purposes of the supply of electricity gas water drainage telecommunications services or public transport;
- 3.1.9 otherwise than in relation to transfers to utility companies or transfers of an individual Dwelling to a person whose sole interest in the Application Site following such transfer is as an owner (freehold or leasehold) of an individual Dwelling the

Owners shall give to the Council and the County within 1 (one) month of the Owners disposing of any part of the Application Site written notice of the name and address of the person to whom the Application Site or any part thereof has been transferred;

- 3.1.10 if any payment by the Owners due under this Unilateral Undertaking is paid late Interest will be payable from the date payment is due to the date of payment; and
- 3.1.11 if prior to the receipt of any of the payments due under this Unilateral Undertaking the Council or the County (as applicable) incurs any expenditure in providing the facilities, infrastructure, works or activities for the purposes to which those sums can be applied under this Unilateral Undertaking the need for which arises from or in anticipation of the Development then the Council or the County (as applicable) may immediately following receipt of such payment deduct from it such relevant expenditure incurred

4 Third Parties

- 4.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Unilateral Undertaking and as such a person who is not named in this Unilateral Undertaking other than a successor in title (and in the case of the Council, a successor to its statutory functions) shall not have a right to enforce any of its terms.

5 Jurisdiction

- 5.1 This Unilateral Undertaking is governed by and interpreted in accordance with the law of England.

6 Indexation

- 6.1 The Childcare Contribution, the General Medical Services Contribution, the Library Contribution, the Outdoor Sports Contribution, the First Primary Education Contribution, the Second Primary Education Contribution, the Third Primary Education Contribution, the Rosanne House Contribution, the Secondary Education Contribution and the Youth Contribution shall each be index-linked to increases in the BCIS Index by the application of the following formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in the Unilateral Undertaking;

C is the BCIS Index value for the date upon which the payment is actually paid;

D is the figure of 318; and

$C \div D$ is equal to or greater than 1.

- 6.2 The Car Parking Survey Contribution, the CPZ Implementation Contribution and the Travel Plan Evaluation and Support Contribution shall each be index-linked to increases in the PUBSEC Index by the application of the following formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in the Unilateral Undertaking;

C is the PUBSEC Index value for the date upon which the payment is actually paid;

D is the figure of 252; and

$C \div D$ is equal to or greater than 1.

- 6.3 For the avoidance of doubt the Rail Bridge Contribution, the Waste and Recycling Contribution and the Monitoring Fee shall not be subject to Indexation.

7 The Owners' Covenants

Monitoring Fees

- 7.1 The Owners shall pay to the Council the Monitoring Fee on completion of this Unilateral Undertaking.

Legal Costs

- 7.2 The Owners shall pay to the Council and the County on completion of this Unilateral Undertaking their respective reasonable and proper legal costs incurred in the preparation and negotiation of this Unilateral Undertaking.

Commencement of each Block

- 7.3 Prior to the Commencement Date of each Block, the First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively and where applicable shall notify the Council in writing of the total number of Dwellings to be comprised within the Block due to be Commenced including details of the type, size and tenure of such Dwellings; and
- 7.4 The First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively and where applicable shall not Commence nor cause nor permit Commencement of any Block until it has served the notice referred to in paragraph 7.3 above.

Travel Plan Evaluation and Support Contribution

- 7.5 The Owners shall pay the Travel Plan Evaluation and Support Contribution to the County prior to the Commencement Date; and
- 7.6 The Owners shall not Commence nor permit Commencement until the Travel Plan Evaluation and Support Contribution has been paid in accordance with paragraph 7.5 above.

Library Contribution

- 7.7 The Owners shall pay the Library Contribution to the County prior to the Commencement Date; and
- 7.8 The Owners shall not Commence nor permit Commencement until the Library Contribution has been paid in accordance with paragraph 7.7 above.

Youth Contribution

- 7.9 The Owners shall pay the Youth Contribution to the County prior to the Commencement Date; and
- 7.10 The Owners shall not Commence nor permit Commencement until the Youth Contribution has been paid in accordance with paragraph 7.9 above.

Childcare Contribution

- 7.11 The Owners shall pay the Childcare Contribution to the County prior to the Commencement Date; and
- 7.12 The Owners shall not Commence nor permit Commencement until the Childcare Contribution has been paid in accordance with paragraph 7.11 above.

Primary Education Contribution

- 7.13 The Owners shall pay the Primary Education Contribution to the County as follows:
 - 7.13.1 The First Primary Education Contribution prior to the first Occupation of more than 99 Dwellings (which shall exclude any Extra Care Dwelling);
 - 7.13.2 The Second Primary Education Contribution prior to the first Occupation of more than 299 Dwellings (which shall exclude any Extra Care Dwelling);
 - 7.13.3 The Third Primary Education Contribution prior to the first Occupation of more than 499 Dwellings (which shall exclude any Extra Care Dwelling).

- 7.14 The Owners shall not Occupy or cause or permit the Occupation of more than 99 Dwellings (which shall exclude any Extra Care Dwelling) until the First Primary Education Contribution has been paid to the County.
- 7.15 The Owners shall not Occupy or cause or permit the Occupation of more than 299 Dwellings (which shall exclude any Extra Care Dwelling) until the Second Primary Education Contribution has been paid to the County.
- 7.16 The Owners shall not Occupy or cause or permit the Occupation of more than 499 Dwellings (which shall exclude any Extra Care Dwelling) until the Third Primary Education Contribution has been paid to the County.

Secondary Education Contribution

- 7.17 The Owners shall pay the Secondary Education Contribution to the County prior to the first Occupation of more than 199 Dwellings; and
- 7.18 The Owners shall not Occupy or cause or permit the Occupation of more than 199 Dwellings until the Secondary Education Contribution has been paid to the County.

Outdoor Sports Contribution

- 7.19 The Owners shall pay the Outdoor Sports Contribution to the Council prior to the first Occupation of more than 199 Dwellings; and
- 7.20 The Owners shall not first Occupy or cause or permit the first Occupation of more than 199 Dwellings until the Outdoor Sports Contribution has been paid to the Council.

Waste and Recycling Contribution

- 7.21 The Owners shall pay to the Council the Waste and Recycling Contribution prior to first Occupation of the first Dwelling.
- 7.22 The Owners shall not Occupy any Dwelling or cause or permit the Occupation of any Dwelling until the Waste and Recycling Contribution has been paid to the Council.

SUDS

- 7.23 The Owners (the First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively where applicable) shall submit to the Council for approval the SUDS Management Scheme for each Block prior to the Commencement of the relevant Block; and

- 7.24 The Owners (the First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively where applicable) shall not Commence the Development of a Block until the SUDS Management Scheme for that relevant Block has been submitted to and approved by the Council in writing.
- 7.25 The Owners (the First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively where applicable) shall implement the approved SUDS Management Scheme and from the completion of a Block to maintain that part of the SUDS relating to that Block in accordance with the SUDS Management Scheme (as approved by the Council).

Rail Bridge Contribution

- 7.26 The Owners shall pay the Rail Bridge Contribution to the Council prior to the Commencement Date; and
- 7.27 The Owners shall not Commence nor permit Commencement until the Rail Bridge Contribution has been paid in accordance with paragraph 7.26.

Car Parking Survey Contribution

- 7.28 The Owners shall pay the Car Parking Survey Contribution to the Council prior to the first Occupation of more than 199 Dwellings; and
- 7.29 The Owners shall not Occupy or cause or permit the Occupation of more than 199 Dwellings until the Car Parking Survey Contribution has been paid to the Council.

CPZ Implementation Contribution

- 7.30 The Owners shall pay the CPZ Implementation Contribution to the Council prior to the first Occupation of more than 199 Dwellings; and
- 7.31 The Owners shall not Occupy or cause or permit the first Occupation of more than 199 Dwellings until the CPZ Implementation Contribution has been paid to the Council.

Open Space

- 7.32 The First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively and where applicable shall submit to the Council for approval prior to the Commencement of each Phase:
- 7.32.1 the Open Space Scheme for that Phase;
 - 7.32.2 the Open Space Programme for that Phase; and

7.32.3 the Open Space Management Scheme for that Phase.

7.33 The First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively and where applicable shall not Commence the Development of any Phase until it has submitted to and obtained the Council's written approval of:

7.33.1 the Open Space Scheme for that Phase;

7.33.2 the Open Space Programme for that Phase; and

7.33.3 the Open Space Management Scheme for that Phase.

7.34 The First Owner for the North Site and the Second Owner and the Third Owner for the South Site respectively and where applicable shall implement the approved Open Space Scheme, Open Space Programme and Open Space Management Scheme on each relevant Phase.

Rosanne House Contribution

7.35 The Owners shall pay the Rosanne House Contribution to the Council prior to the first Occupation of the first Dwelling; and

7.36 The Owners shall not Occupy any Dwellings or cause or permit the Occupation of any Dwellings until the Rosanne House Contribution has been paid in accordance with paragraph 7.35.

General Medical Services Contribution

7.37 The Owners shall pay the General Medical Services Contribution to the Council prior to the first Occupation of the first Dwelling; and

7.38 The Owners shall not Occupy any Dwellings or cause or permit the Occupation of any Dwellings until the General Medical Services Contribution has been paid in accordance with paragraph 7.37.

8 Mortgagee's Consent

8.1 The Mortgagee hereby consents to the First Owner entering into this Unilateral Undertaking and agrees that the title to their respective interest in the North Site shall be bound by the obligations and undertakings in this Unilateral Undertaking and that the security of its charge over that part of the North Site shall take effect subject to this Unilateral Undertaking PROVIDED ALWAYS that the obligations contained in this Unilateral Undertaking shall not be binding on, nor enforceable against, the Mortgagee unless and until the Mortgagee has entered into possession of the Application Site or part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.



1 Site Masterplan (North and South Sites)
1:1000 @A1

NOTES
 CONSULTATION:
 Refer to the relevant consultation drawings for details.
 Refer to the relevant consultation drawings for details.
 Landscaping layout is indicative only.
 A100:
 Refer to area schedule.
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| Rev | Notes | Date | By | Auth |
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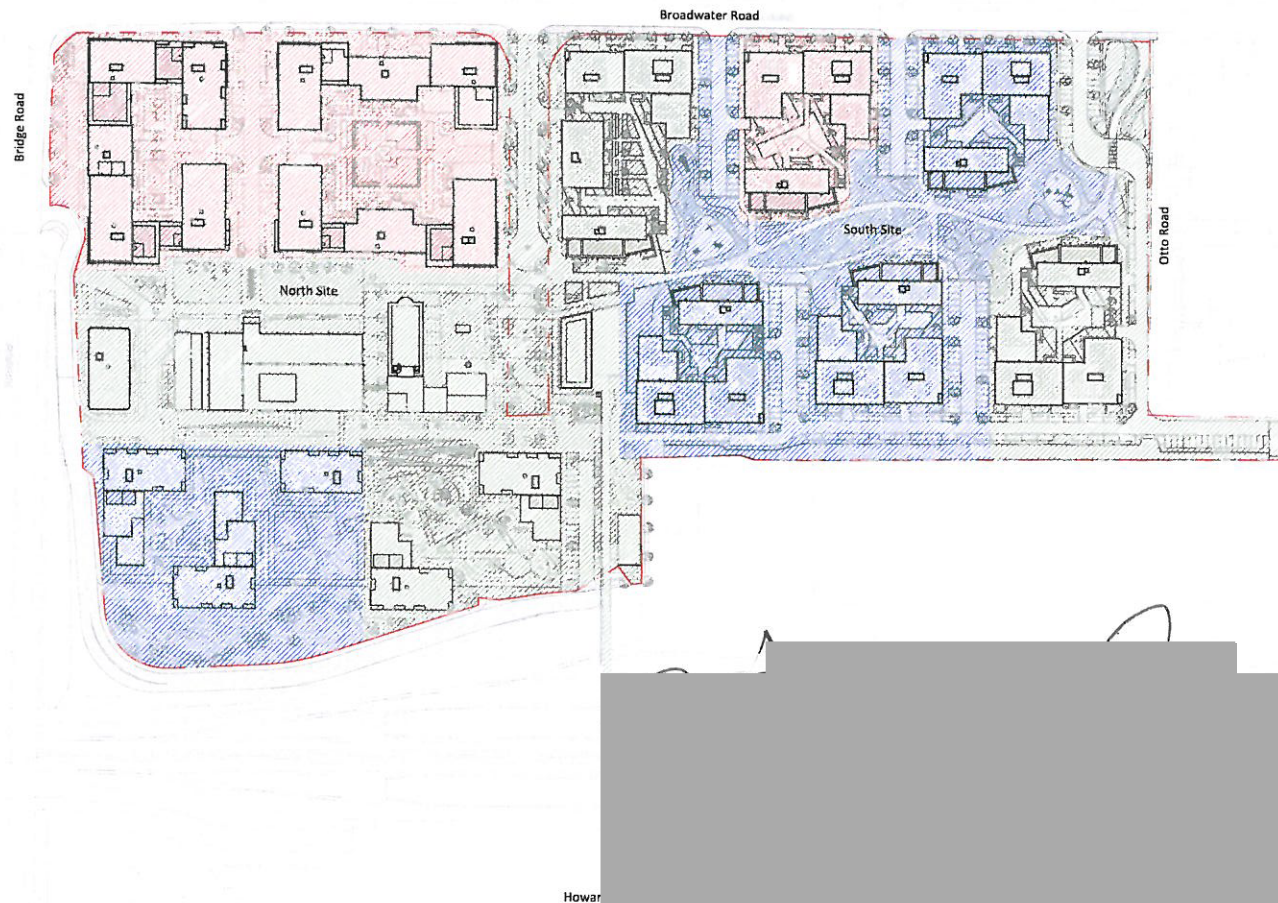
NOTE:
 THIS DRAWING IS FOR INFORMATION
 PURPOSES ONLY. PLEASE REFER TO
 LATEST AREA SCHEDULES FOR UNIT AND
 AREA NUMBERS AND TOTALS

0m 20m 40m 60m 80m 100m
 VISUAL SCALE 1:1000 @ A1

Key
 North Site
 South Site

ColladoCollinsArchitects
 17-19 Foley Street Date: 11/20/18
 London W1M 6DQ Drawn by: CS
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 F: 020 7580 3917 Scale @ A1: 1:1000
 info@colladocollins.com Rev: B-03
 www.colladocollins.com CAD: F-04

Plutus Estates (WGC) Limited and
 Metropolitan Housing Trust
 Former Shredded Wheat Factory
 Site Masterplan (North and South)
PLANNING
 16037 PO-004



1 Site Masterplan (Phasing)
1 : 1000 @ A1

NOTES

CONSULTANTS
Refer to highway consultant's drawings for details
Refer to landscape consultant's drawings for details
Landscape by layout is indicative only

ASAS
Refer to area schedule

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| Rev | Notes | Date | By | Auth |
|-----|-------------------------|----------|----|------|
| P1 | DMAT issue for Planning | 17-12-12 | CS | FvB |
| P2 | Planning Submission | 18-01-13 | CS | FvB |
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Phasing Key

- Phase 1
- Phase 2
- Phase 3

0m 2m 4m 6m 8m 10m
VISUAL SCALE 1:100 @ A1

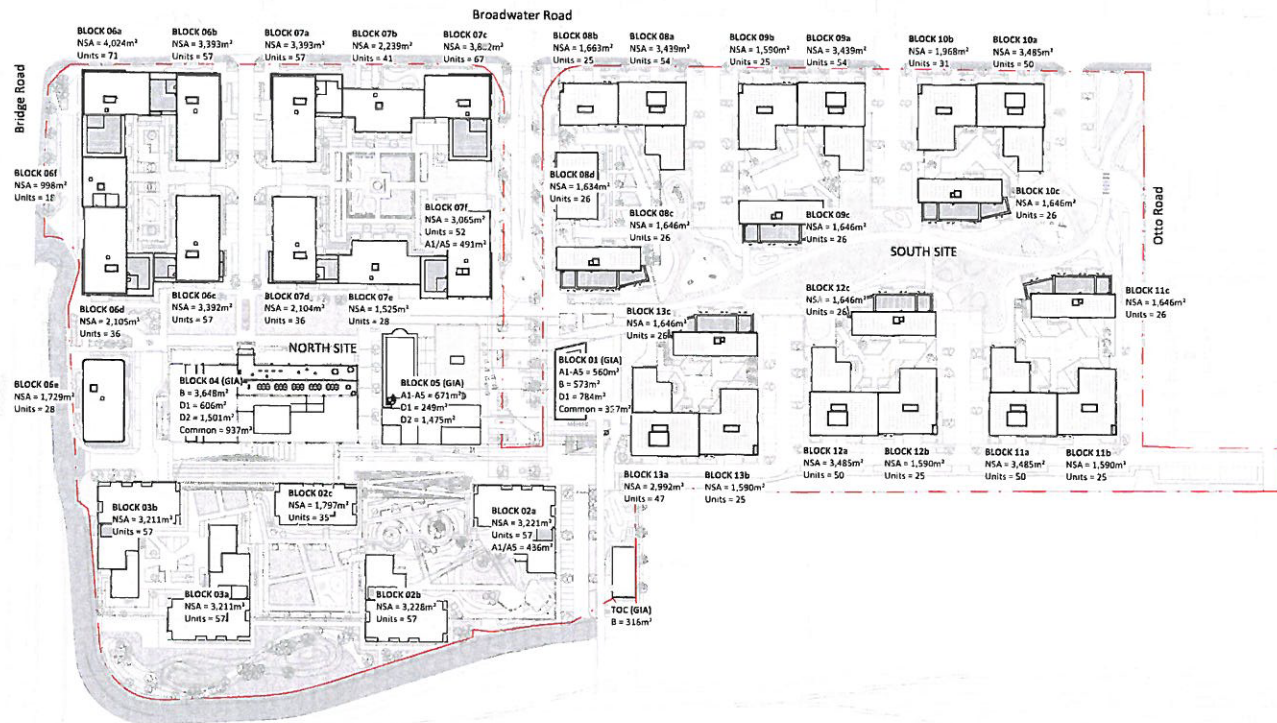
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Drawn by: CS
Checked by: FvB
Scale of: 1:1000
AutoCAD: 1:1000
CAD File No:

Plutus Estates (WGC) Limited and
Metropolitan Housing Trust
Former Shredded Wheat Factory
Site Phasing Plan
PLANNING
16037 PO-010

P2
Revision



1 Site Masterplan (Roof)
1:1000 @A1

NOTES

- CONSULTANTS
- Refer to highway consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

AREA

Refer to area schedule

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| Rev | Notes | Date | By | Auth |
|-----|------------------------|----------|----|------|
| 1 | Issued for information | 18-05-04 | CS | PLB |
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NOTE:
THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. PLEASE REFER TO LATEST AREA SCHEDULES FOR UNIT AND AREA NUMBERS AND TOTALS

North Site Residential Areas (m²)
Block 02: GIA (11,158), NSA (8,247) - 140 Units
Block 03: GIA (8,839), NSA (6,423) - 114 Units
Block 06: GIA (20,606), NSA (15,448) - 267 Units
Block 07: GIA (21,333), NSA (16,124) - 281 Units
TOTALS: GIA (61,733), NSA (46,443) - 811 Units

South Site Residential Areas (m²)
Block 08: GIA (11,508), NSA (8,382) - 131 Units
Block 09: GIA (9,021), NSA (6,675) - 105 Units
Block 10: GIA (9,532), NSA (7,099) - 107 Units
Block 11: GIA (9,049), NSA (6,721) - 101 Units
Block 12: GIA (9,049), NSA (6,711) - 101 Units
Block 13: GIA (8,454), NSA (6,228) - 98 Units
TOTALS: GIA (56,613), NSA (41,826) - 643 Units

Non Residential Areas (m²)
A1/AS: GIA (2,158)
B (Offices): GIA (4,537)
D1: GIA (1,630)
D2: GIA (2,976)
TOTALS: GIA (11,310)

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Drawn by: PM
Checked by: FVB
Scale: 1:1,000
CAD: FVB

Date: 11/20/17

Plutus Estates (WGC) Limited and Metropolitan Housing Trust
Former Shredded Wheat Factory
Site Masterplan (Roof)
PLANNING
16037 PO-003

IN WITNESS of which this Unilateral Undertaking has been duly executed as a deed and delivered on the day and year written above.

SIGNED AS A DEED by)
WHEAT QUARTER LIMITED acting)
by a director in the presence of)



Authorised Signatory

Witness Signature

Witness Name

Witness Address



SIGNED AS A DEED by)
METROPOLITAN HOUSING TRUST LTD acting)
affixing its seal hereto in the presence of)



Authorised Signatory



8872

SIGNED AS A DEED by)
METROPOLITAN LIVING LIMITED acting)
affixing its seal hereto in the presence of)



Authorised Signatory



5607

SIGNED AS A DEED by
UE FINCO LIMITED acting
by a director in the presence of

)
)
)



Authorised Signatory

Witness Signature



Witness Name



Witness Address



SIGNED AS A DEED by
FOOKS PROPERTY COMPANY LIMITED acting
by a director in the presence of

)
)
)



Authorised Signatory

Witness Signature



Witness Name



Witness Address

