

Schedule 1
Contributions and Monitoring

1. Implementation

- 1.1 The First Owner the Second Owner the Third Owner in relation to the Selborne Road Land and the Fourth Owner in relation to the LMT Land hereby covenant with the Council and the County Council not to Implement Development on a subsequent Phase of the Development on the Selborne Road Land or the LMT Land (as appropriate) until the Council is satisfied that the previous Development Phase on the Selborne Road Land or LMT Land (as appropriate) as the case may be is Completed and payment of each relevant Council Contribution and County Council Contribution has been made in relation to the relevant Phase PROVIDED THAT Implementation of Development of any Phase on the Selborne Road Land is not contingent upon Completion of a Phase on the LMT Land and vice versa

Part 1
The Selborne Road Land

The First Owner the Second Owner and the Third Owner hereby agree and covenant with the Council as follows:

2. Monitoring and Administration Fee

- 2.1 Not to Occupy or cause or allow to be Occupied the Development on the Selborne Road Land until the sum of FOUR THOUSAND POUNDS (£4,000) Index Linked being forty percent (40%) of the Monitoring and Administration Fee has been paid to the Council

3. Alton Sports/Leisure Contribution

- 3.1 Not to Implement or cause or allow to be Implemented each Phase of the Development on the Selborne Road Land until the Alton Sports/Leisure Contribution for that Phase has been agreed with the Council based on the sum of £10,000 (TEN THOUSAND POUNDS) (Index Linked) per Dwelling

- 3.2 Not to Complete or cause or allow to be Completed each Phase of the Development on the Selborne Road Land until the Alton Sports/Leisure Contribution for that Phase has been paid to the Council

4. Community Project Workers Contribution

- 4.1 Not to Implement or cause or allow to be Implemented each Phase of the Development on the Selborne Road Land until the Community Project Workers Contribution for that Phase has been agreed with the Council based on the sum of £250 (TWO HUNDRED AND FIFTY POUNDS) (Index Linked) per Dwelling to be constructed in that Phase of the Development
- 4.2 Not to Complete or cause or allow to Complete the relevant Phase of the Development on the Selborne Road Land until the Community Project Workers Contribution for that Phase has been paid to the Council

5. Public Open Space Contribution

- 5.1 Not to Implement or cause or allow to be Implemented each Phase of the Development on the Selborne Road Land until the Public Open Space Contribution for that Phase has been agreed with the Council based on the sum of £100 (ONE HUNDRED POUNDS) (Index Linked) per Dwelling to be constructed in that Phase of the Development as approved at Reserved Matters
- 5.2 Not to Complete or cause or allow to be Completed each relevant Phase of the Development on the Selborne Road Land until the Public Open Space Contribution for that Phase has been paid to the Council

The First Owner the Second Owner and the Third Owner hereby agree and covenant with the County Council as follows:

6. Education Contribution

- 6.1 Prior to Implementation of each Phase of the Development on the Selborne Road Land to agree with the County Council in writing the Education Contribution for that Phase

6.2 Not to Implement or cause or allow to be Implemented each Phase of the Development on the Selborne Road Land until the Education Contribution for that Phase has been agreed with the County Council

6.3 On or before Occupation of 80% of the Dwellings in the relevant Phase of the Development on the Selborne Road Land to pay to the County Council the Education Contribution for that Phase

6.4 Not to Occupy or cause or allow to be Occupied more than 80% of the Dwellings in the relevant Phase of the Selborne Road Land until the Education Contribution for that Phase has been paid to the County Council

7. Highway Contribution

Selborne Road Land

*Present
Masons UP*

7.1 On or before first Occupation of the ~~LMT Land~~ to pay to the County Council forty percent (40%) of the Highway Contribution and which for the avoidance of doubt shall be NINETY THOUSAND POUNDS (£90,000)

~~UP~~

7.2 Not to Occupy or cause or allow to be Occupied the Development on the ~~LMT Land~~ until forty percent (40%) of the Highway Contribution has been paid to the County Council

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Land*

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8. Travel Plan Contribution

8.1 On or before first Occupation of the Selborne Road Land to pay to the County Council forty percent (40%) of the Travel Plan Contribution and which for the avoidance of doubt shall be FIFTEEN THOUSAND FOUR HUNDRED POUNDS (£15,400)

8.2 Not to Occupy or cause or allow to be Occupied the Development on the Selborne Road Land until forty percent (40%) of the Travel Plan Contribution has been paid to the County Council

**Part 2
LMT Land**

The Fourth Owner hereby agrees and covenants with the Council as follows:

9. Monitoring and Administration Fee

- 9.1 Not to Occupy or cause or allow to be Occupied the Development on the LMT Land until the sum of SIX THOUSAND POUNDS (£6,000) Index Linked being sixty percent (60%) of the Monitoring and Administration Fee has been paid to the Council

10. Alton Sports/Leisure Contribution

- 10.1 Not to Implement or cause or allow to be Implemented each Phase of the Development on the LMT Land until the Alton Sports/Leisure Contribution for that Phase has been agreed with the Council based on the sum of £10,000 (TEN THOUSAND POUNDS) (Index Linked) per Dwelling to be constructed in that Phase of the Development
- 10.2 Not to Complete or cause or allow to be Completed each Phase of the Development on the LMT Road Land until the Alton Sports/Leisure Contribution for that Phase has been paid to the Council

11. Community Project Workers Contribution

- 11.1 Not to Implement or cause or allow to be Implemented each Phase of the Development on the LMT Land until the Community Project Workers Contribution for that Phase has been agreed with the Council based on the sum of £250 (TWO HUNDRED AND FIFTY POUNDS) (Index Linked) per Dwelling to be constructed in that Phase of the Development
- 11.2 Not to Complete or cause or allow to Complete the relevant Phase of the Development on the LMT Land until the Community Project Workers Contribution for that Phase has been paid to the Council

12. Public Open Space Contribution

- 12.1 Not to Implement or cause or allow to be Implemented each Phase of the Development on the LMT Land until the Public Open Space Contribution for that Phase has been agreed with the Council based on the sum of £100 (ONE HUNDRED POUNDS) (Index Linked) per Dwelling as approved at Reserved

Matters

- 12.2 Not to Complete or cause or allow to be Completed each relevant Phase of the Development on the LMT Land until the Public Open Space Contribution for that Phase has been paid to the Council

13. Ackender Wood Contribution

- 13.1 Not to Occupy or cause or allow to be Occupied Phase 2 of the LMT Land until the Ackender Wood Contribution has been paid to the Council

The Fourth Owner hereby agrees and covenants with the County Council as follows:

14. Education Contribution

- 14.1 Prior to Implementation of each Phase of the Development on the LMT Land to agree with the County Council in writing the Education Contribution for that Phase
- 14.2 Not to Implement or cause or allow to be Implemented each Phase of the Development on the LMT Land until the Education Contribution for that Phase has been agreed with the County Council
- 14.3 On or before Occupation of 80% of the Dwellings in the relevant Phase of Development of the LMT Land to pay to the County Council the Education Contribution for that Phase
- 14.4 Not to Occupy or cause or allow to be Occupied more than 80% of the Dwellings in the relevant Phase of the LMT Land until the Education Contribution for that Phase has been paid to the County Council

15. Highway Contribution

- 15.1 On or before first Occupation of the LMT Land to pay to the County Council sixty percent (60%) of the Highway Contribution and which for the avoidance of doubt shall be ONE HUNDRED AND THIRTY FIVE THOUSAND POUNDS) (£135,000)

15.2 Not to Occupy or cause or allow to be Occupied the Development on the LMT Land until sixty percent (60%) of the Highway Contribution has been paid to the County Council

16. Travel Plan Contribution

16.1 On or before first Occupation of the LMT Land to pay to the County Council sixty percent (60%) of the Travel Plan Contribution and which for the avoidance of doubt shall be TWENTY THREE THOUSAND ONE HUNDRED POUNDS (£23,100)

16.2 Not to Occupy or cause or allow to be Occupied the Development on the LMT Land until sixty percent (60%) of the Travel Plan Contribution has been paid to the County Council

Part 3

Other obligations in relation to the LMT Land

The Fourth Owner hereby agrees and covenants with the Council as follows:

17. Lower Water Tower

17.1 Provided always that the Fourth Owner and the Council agree in writing that the residential conversion of the Lower Water Tower is structurally feasible and commercially viable, on or before Implementation of the relevant Phase of the Development on the LMT Land to actively market the Lower Water Tower for sale for a maximum of 12 months in accordance with the approved marketing and residential conversion strategy as agreed in writing with the Council and in the event that conversion is not agreed to be commercially viable the provisions of paragraph 17.3 shall apply.

17.2 In the event a purchaser is found following marketing the Lower Water Tower to use reasonable endeavours to complete the transfer of the Lower Water Tower to a purchaser free of encumbrances prior to the Completion of the relevant Phase of the Development on the LMT Land or an alternative timeframe as may be reasonably agreed in writing with the Council

17.3 In the event a purchaser cannot be found following marketing of the Lower

Water Tower to consider and agree further reasonable development alternatives for sustained use and or demolition of the Lower Water Tower with the Council

18. Robertson House

18.1 On or before Implementation of the relevant Phase of the Development on the LMT Land to submit to the satisfaction of the Council appropriate structural and viability reports addressing the feasibility of converting Robertson House to residential use

18.2 In the event the structural and / or viability reports indicate Robertson House can reasonably be converted to residential use then on or before Completion of the relevant Phase of Development on the LMT Land to convert Robertson House for residential use ready for Occupation unless otherwise agreed with the Council

18.3 In the event the structural and / or viability reports indicate Robertson House cannot reasonably be converted to residential use to consider further reasonable development alternatives with the Council (including for the avoidance of doubt demolition).

Present
Mason
UP

[Signature]