

THIS AGREEMENT is dated

28 March

144

2002

Parcel 6
Sales off

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of the Council House Coventry ("the Council")
- (2) **WESTBURY HOMES (HOLDINGS) LIMITED** whose registered office is situated at Westbury House Lansdown Road Cheltenham Gloucestershire GL50 2WH ("the Purchaser") (Company Registration Number 822538)

NOW it is agreed as follows:

1. **Definitions and interpretation**

In this agreement:

"Assistant Director (Projects)" and "Assistant Director (Strategy of Planning)" mean respectively the Assistant Director (Projects) and the Assistant Director (Strategy and Planning) for the time being of the Council or their respective nominees

"Competent Authority" means the relevant highway planning local drainage or other statutory body authority or undertaking exercising statutory powers

"Completion" means actual completion of the sale and purchase agreed in this Agreement

"Completion Date" means the 28th March 2002 subject to the provisions of clause 4.2

"Conducting Media" means mains water gas and electricity and associated wires and cable

"Connecting Sewers" mean the foul and surface water sewers to be constructed by and at the expense of the Purchaser as more particularly described in paragraph 1 of the Fourth Schedule in the approximate positions shown by brown and blue lines on the Site Plan

"Conveyance" means a Conveyance dated 24th June 1926 made between (1) The Right Honourable Francis Dudley Baron Leigh (2) Frederick Seymour Clarke and Sir Francis Alexander Newdigate-Newdegate and (3) the Council therein called the Mayor Aldermen and Citizens of the City of Coventry

"Contract Rate" means Eight per centum (8%) per annum

"Council's Land" means the remainder of the Council's land comprised in the Conveyance

"Council's Solicitor" means Christopher Richard Hinde its City Secretary

"Deferred Payment" means the sum of Three million eight hundred and forty-one thousand seven hundred and fifty pounds (£3,841,750) being an amount equal to the aggregate of the sums referred to in clause 4.2

"Electricity Sub-Station" means the electricity sub-station to be constructed by the Purchaser in the approximate position marked 'S' on the Plan pursuant to paragraph 2 of the Third Schedule

"Footpath Reservation Strip" means a seven metre wide forming a part of the Property shown hatched-black on the Plan

"General Conditions" mean the Standard Conditions of Sale (Third Edition)

"Leases" mean a Lease dated 30th April 1993 made between (1) the Council and (2) Powergen PLC as varied by a Deed of Variation and Supplemental Lease dated 31st October 1994 and a Deed of Variation dated 27th November 1998 both made between the same parties and a Lease dated 20th June 2001 made between (1) the Council and (2) The Eastern Telegraph Company Limited

"Plan" means drawing number LPR-232-2001 attached

"Planning Obligation" means an agreement made between the parties hereto under Section 106 of the Town and Country Planning Act 1990 relating to the Property in the form of the draft annexed hereto as Appendix 6

"Plot 1" and "Plot 2" mean respectively the parts of the Property designated Plot 1 and Plot 2 on the Plan

"Purchase Price" means the sum of Eight million and fifteen thousand pounds (£8,015,000)

"Purchaser's Solicitors" mean Davies and Partners 5 Highlands Court Cranmore Avenue Solihull B90 4LE

"Property" means the property described in the First Schedule

"Rural Footpath" means the rural footpath running through the Footpath Reservation Strip

"Site Plan" means drawing number 040566/71B attached

"Spine Road" means the Spine Road constructed by the Council off Rough Knowles Road and linking to Ten Shilling Drive and comprising the roads numbered 1, 2, 3 and 4 designated on the Site Plan

"Ten Shilling Drive" means the road known as Ten Shilling Drive and marked on the Plan

"Perpetuity Period" means the period of eighty years from the date of the transfer of the Property to the Purchaser which shall be the perpetuity period applicable for the purposes of that Deed

"VAT" means an amount equal to the value added tax as charged in accordance with VATA or any equivalent or substituted tax

"VATA" means the Value Added Tax Act 1994 or any equivalent tax Act

"VAT Receipted Invoice" means an invoice in respect of the VAT addressed to the Purchaser and receipted by the Council

"Westwood Heath Sewers" mean the foul and surface water sewers to be constructed by and at the expense of the Purchaser as more particularly described in paragraph 2 of the Fourth Schedule in the approximate positions shown by brown and blue broken lines on the Site Plan

"Works" mean all and any of the works operations and the provisions of services to be carried out by and at the expense of the Purchaser as more particularly described in the Fourth Schedule

Words importing one gender shall be construed as importing any other gender

Words importing the singular shall be construed as importing the plural and vice versa

Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several

References to a person other than references to a real person shall include a body corporate

The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation and save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this agreement which is so numbered

2. Agreement for sale

The Council shall sell and the Purchaser shall purchase the Property for the Purchase Price plus VAT which shall be in addition to the Purchase Price

3. Deposit

3.1



3.2



4. Completion

4.1

Completion of the sale and purchase of the Property shall take place on the Completion Date whereupon the Purchaser shall take place on the Completion Date whereupon the Purchaser shall pay either to the Council or into a third party nominee bank or building society account as the Council shall in its absolute discretion direct:

4.1.1

[REDACTED]

4.1.2

[REDACTED]

4.1.3

[REDACTED]

4.1.4

[REDACTED]

4.2

The Completion Date shall be 28th March 2002 unless the Council gives to the Purchaser at least 5 working days prior notice in writing that it requires completion of this sale and purchase on 2nd or 3rd April 2002 in which case the Completion Date shall be 2nd or 3rd April 2002 or as the case may be

4.3

On the date prescribed by clause 4.4 the Purchaser shall pay either to the Council or into a third party nominee bank or building society account as the Council shall in its absolute discretion direct:

4.3.1

[REDACTED]

4.3.2

[REDACTED]

4.4

The date for payment of the sums set out in clause 4.3 shall be 31st March 2003 unless the Council gives the Purchaser at least 15 working days prior notice in writing that it requires payment on 1st April 2003 in which case the date for payment of such sums shall be 1st April 2003

4.5

[REDACTED]

4.6

The Council covenants with the Purchaser not to call for payment under the guarantee referred to in clause 4.5 until the due date for payment of the sums set out in clause 4.3 has passed

4.7

The Council is not obliged to complete the sale of the Property unless it has delivered to it a duly executed and completed guarantee pursuant to clause 4.5

4.8

If the Purchaser shall fail to pay the Deferred Payment to the Council on the due date then the Purchaser shall pay interest on the Deferred Payment to the Council at the Contract Rate during the period of default and calculated to include both the due date and date of actual payment of the Deferred Payment

4.9

The Council hereby waives any right of lien it may have over the Property arising from the fact that part of the Purchase Price is payable after Completion

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5. Capacity

The Council will sell with full title guarantee

6. Possession

The Property is sold with vacant possession upon completion

7. Title

Title to the Property shall commence with the Conveyance and the Purchaser's Solicitors having been supplied with an epitome of title or an abstract of title prior to the date of this agreement the Purchaser shall be deemed to purchase with full knowledge of the title so deduced in all respect and shall not raise any requisition or make any objection in relation to it

8. Incumbrances affecting the Property

8.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the Conveyance and is sold subject to the rights granted under the Leases so far as they affect the Property

8.2 The Purchaser or the Purchaser's Solicitors having been supplied with particulars of the matters contained or referred to in the Conveyance and the rights granted under the Leases prior to the date of this agreement the Purchaser shall be deemed to purchase with full notice and knowledge of them and shall not raise any requisition or make any objection in relation to them

8.3 The Purchaser shall not raise any requisition or make any objection in relation to the incumbrances or other matters affecting the Property to the content that details of the same have been provided prior to today's date

8.4 The Council warrants to the Purchaser that the Deed of Variation dated 27th November 1998 (a copy of which has not been provided to the Purchaser prior to the date hereof) contains no provisions which adversely affect the Property

9. Other matters affecting the Property

The Property is also sold subject to:

9.1 all local land charges whether registered or not before the date of this agreement and all matters capable of registration as local land charges whether or not actually so registered and to the provisions of the Council's Development Plan for the City and to any resolution or notice of the Council to prepare modify or review such a plan and to any prohibition restriction or condition made under it and to any other notice requirement or request of the Council affecting the Property whether or not involving liability and all such matters mentioned in this sub-clause shall be deemed to have been disclosed under this agreement and the Property shall be deemed to be sold expressly subject thereto notwithstanding the non-disclosure of any such matters by the Council

- 9.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this agreement
- 9.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning
- 9.4 all easements rights exceptions wayleaves or other similar matters whether or not apparent on inspection or disclosed in the Conveyance but without obligation on the part of the Council to define any such as may be

10. The transfer of the Property

The transfer of the Property to the Purchaser shall be in substantially the same form as the draft annexed hereto at Appendix 2:

11. Disclaimer

The Property is sold as it stands and no representations can be made or warranties given by the Council as to its condition or otherwise at any time

12. Incorporation of conditions of sale

12.1 The General Conditions shall apply to this agreement insofar as they are applicable to a sale by private treaty and are not excluded by or varied by or inconsistent with the terms of this agreement

12.2 The General Conditions listed below are excluded and do not form part of this agreement:

- 2.2.2 5.1.1
- 2.2.3 5.1.2
- 4.3.2

12.3 General Condition 3.1.3 is varied to the effect that the Seller's duty to disclose to the Buyer any new public requirements shall be limited to such new public requirements which the Seller has actual knowledge of

12.4 Reference in the General Conditions to "Seller" and "Buyer" shall mean the Council and the Purchaser respectively other terms used or defined in this agreement have the same meaning when used in the General Conditions

13. Restriction on assignment

This agreement is personal to the Purchaser and shall not be capable of assignment nor shall the Council be required to convey the Property to anyone other than the Purchaser

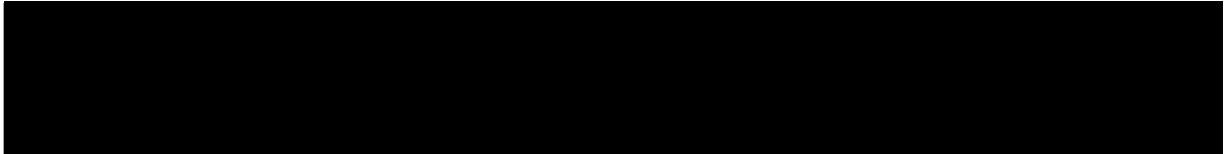
14. Pending completion

From and including the date of this agreement the Property shall be held at the full risk of the Purchaser

15. Costs

On the Completion Date the Purchaser shall:

15.1



15.2



16. VAT

The Council have exercised the right to elect conferred by the Value Added Tax Act 1983 Schedule 6A Paragraph 2

17. Acknowledgement

The documents of title to the Property in the possession of the Council relate also to other land belonging to the Council and will be retained by them The Council will give the usual acknowledgement for production and safe custody of the documents retained

18. The Plan and the particulars

The Plan is believed but is not nor are the particulars in the First Schedule guaranteed to be accurate as to dimensions or otherwise

19. No side letter

This agreement contains all the terms agreed between the parties and no side letter is incorporated in it

20. Council's Obligations

The Council covenants with the Purchaser to observe or procure the observance of the obligations set out in the Second Schedule

21. Purchaser's Obligations

The Purchaser covenants with the Council to observe or procure the observance of the obligations set out in the Third Schedule

Default

22.1 If either party shall fail to carry out any obligation hereby imposed on or allocated to it or in respect of non-compliance with or non-performance of which it hereby agrees to indemnify the other party then such other party may:

22.1.1 serve notice in writing on the defaulting party requiring it to commence to carry out such obligation within 14 days of the date of service of such notice and complete the same within a reasonable period of time thereafter

22.1.2 if the defaulting party shall fail to comply with such notice

22.1.2.1 enter on to the Property or the Council's Land excluding such part of the Council's Land abutting the eastern boundaries of the Property as the case may be and take such action as it shall in its absolute discretion think fit to ensure that such obligation is carried out

22.1.2.2 charge to the defaulting party the reasonable and proper cost of taking such action to be a debt due to the party not in default and payable on demand

22.2 Each of the parties hereto shall indemnify and keep the other of them indemnified from and against all costs expenses claims proceedings losses (other than economic or consequential losses) and liability whatsoever arising from any breach non-observance or non performance of all or any of the terms contained in this agreement

23. No Building Scheme Non-Merger Good Faith and Rights of Third Parties

The parties hereto agree and declare:-

23.1 that the terms hereof do not constitute a building scheme

23.2 that this agreement shall remain of full force and effect notwithstanding completion of the transfer to the Purchaser

23.3 that their dealings with each other in connection with this agreement they will act reasonably and behave with the utmost good faith

23.4 unless the context otherwise requires this agreement does not create any right enforceable by any person not a party to it

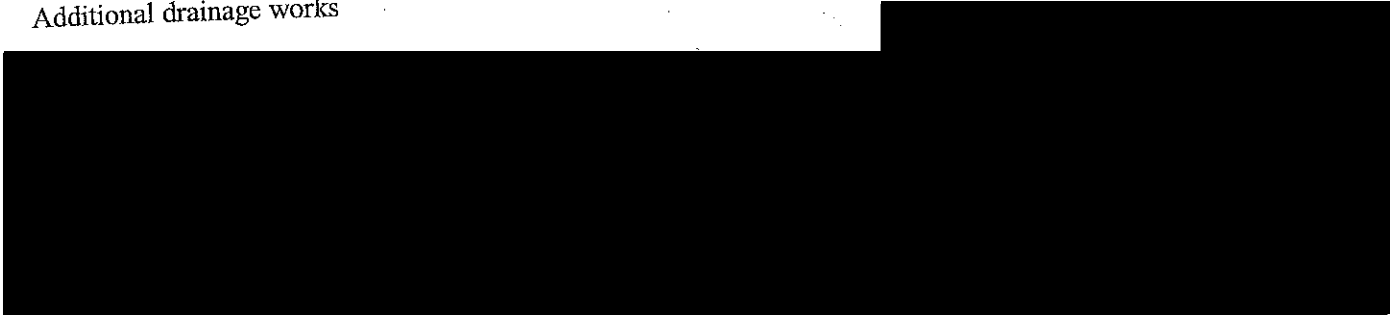
24. Expert Determination

24.1 If any disagreement shall arise between the parties hereto regarding anything contained in or arising out of either clauses 22.1.2.2 22.2 or paragraph 3 to the Second Schedule or the construction or effect thereof the matter shall be referred for determination to a single expert to be appointed by the parties or (in default of agreement as to the appointment of such expert within seven days of the disagreement) to be nominated on the application of either of the parties hereto by the President for the time being the Chartered Institute of Arbitrators

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Additional drainage works



The decision of such expert shall be binding on the parties

Planning

25.1

Forthwith after the date hereof the parties hereto shall complete the Planning Obligation

25.2

As soon as reasonably practicable following completion of the Planning Obligation and in any event by the Completion Date the Seller shall procure the issue of the Permission (as defined in the Planning Obligation)

26 See attached Rider

IN WITNESS of which the Council and the Purchaser have caused their respective Common Seals to be affixed to this Deed the date first written above

FIRST SCHEDULE (the Property)

FIRSTLY ALL THAT freehold land situate at and having a frontage to the north side of Westwood Heath Road Coventry of 192 metres or thereabouts (measured from the centre line of the hedge belonging to the Council running along the eastern boundary of the Property) and containing in area 3.43 acres or thereabouts shown for the purpose of identification only edged red on the Plan and thereon designated Plot 1 and being part of the land comprised in the Conveyance and

SECONDLY ALL THAT freehold land situate at and abutting the northern boundary of the land firstly described above for a distance of 160 metres or thereabouts (measured from the centre line of the hedge belonging to the Council running along the eastern boundary of the Property) and containing an area 4.45 acres or thereabouts shown for the purpose of identification only edged red on the Plan and thereon designated Plot 2 and being part of the land comprised in the Conveyance

SECOND SCHEDULE The Council's Obligations

The Council shall:

1. subject to the Purchaser complying with its obligations under paragraph 13 of Third Schedule use all reasonable endeavours to procure Conducting Media for the supply of services of water gas and electricity to the Property in accordance with the outline specification previously agreed between the parties a copy of which is appended Appendix 3 and the requirements of the Council's contractors free of cost other than the standard connection charges to individual dwellings and water infrastructure charges so as to be available for connection to the Property in accordance with a timescale agreed or to be agreed between the parties and in any event within [*four months*] of Completion or by such later date as may reasonably be agreed between the parties to accommodate any delay occasioned beyond the control of the Council
2. as soon as reasonably practicable to cause to be made good all damage caused to the Property by any employee agent or sub-contractor of the Council occasioned by entry on the Property for the purposes of paragraph 1 of this Schedule except where such entry shall be necessitated by any act or default of the Purchaser

3. to reimburse the Purchaser the cost of constructing the Electricity Sub-Station up to a sum not exceeding [REDACTED] within 10 working days of the receipt of a written demand in that regard.

4. procure upon the development of any part of the Council's Land abutting the Spine Road as soon as reasonably practicable and in accordance with the requirement of the Competent Authority the adoption of such part of the Spine Road as abuts such part of the Council's Land so developed

THIRD SCHEDULE
The Purchaser's Obligations

*within 3 years
from completion*

1. The Purchaser shall use all reasonable endeavours to procure the carrying out and completion of the Electricity Sub-Station as and when reasonably required by the Council and/or the Council's contractor to facilitate the carrying out and completing of the Conducting Media and shall at its own expense within two years from Completion carry out and complete the Works and erect and complete on the Property in a substantial and workmanlike manner to the reasonable satisfaction of the Assistant Director (Projects) not more than the number of dwellinghouses with proper offices outbuildings walls fences sewers drains connections and other conveniences and appurtenances (all collectively referred to below as "the Buildings") as specified in the detailed plans and specifications approved by the Assistant Director (Projects) (such approval not to be unreasonably withheld) provided that the date provided for in this paragraph shall be extended to such later date as may reasonably be agreed between the parties to accommodate any delay occasioned beyond the control of the Purchaser

2. The Electricity Sub-Station the Works and the Buildings shall be constructed or erected in such a position or positions and of such form elevation architectural and other proportions mode of construction and materials and of such structural arrangement and general character as the Assistant Director (Projects) may approve (such approval not to be unreasonably withheld or delayed) and shall be in accordance with the layout plans elevations drawings and specifications to be submitted to and approved by the Assistant Director (Projects) (such approval not to be unreasonably withheld) as mentioned below before the work is commenced

3. The plans elevations and drawings shall be to an appropriate metric scale and drawn and figured in detail together with full specifications of the proposed method of construction and of the materials to be used therein the plans elevations drawings and specifications shall provide for the Buildings to be erected according to the layout approved by the Assistant Director (Projects) and so that each bungalow or dwellinghouse has at least one garage and a separate parking space which will normally be the driveway leading to the garage ancillary to such bungalow or dwellinghouse for one motor car within the curtilage of its plot The requirements of this stipulation are independent of any plans elevations drawings and specifications which the Purchaser may submit to the Council for approval under Building Regulations or under the Town and County Planning Acts or any regulations orders or statutory requirements thereunder

4. The Buildings erected on the Property shall each be supplied by the Purchaser at its own expense with an underground service lead in for the Telephone System in accordance with the requirements of British Telecommunications PLC

5. The Purchaser shall landscape and plant trees of a type size and number in accordance with a scheme to be submitted for the approval of the Assistant Director (Strategy & Planning) This landscaping shall be carried out at appropriate times during the overall construction period as agreed by the Assistant Director (Strategy and Planning) and in any event shall be completed within six months of the first use of any bungalow or dwellinghouse in any particular phase Any trees or shrubs removed dying being severely damaged or becoming seriously diseased within three years of planting shall be replaced by similar trees or shrubs
6. As soon as practicable after the completion of the erection of any dwelling on the Property or at any earlier stage of construction of such dwelling to convey the freehold interest in the land comprising that dwelling to a person occupying or intending to occupy that dwellinghouse
7. Not to occupy or permit to be occupied any dwelling erected on the Property until a garage car port or vehicle hardstanding for that dwelling together with visitor parking provision has been constructed or laid out and made available for the use of the occupants of and any visitors to that dwelling
8. The Purchaser shall comply with all conditions imposed by the Competent Authority (including entering into any easements required by the Competent Authority at nil consideration) in respect of the Connecting Sewers and/or the Westwood Heath Sewers so far as they run under the Property and any adopted or adoptable sewers running under the Property whether or not shown on the Plan
9. With all due diligence and expedition use all reasonable endeavours to obtain all requisite consents and approvals of the Competent Authority in relation to the Works and thereafter to carry out and complete the Works in accordance with such consents and approvals and any other requirements of the Competent Authority and to the satisfaction of the Competent Authority
10. Upon completion of the Works to keep the Works in a proper state of repair and free from seepage (in the case of any sewers or drains) until such time as the Works are taken over by the Competent Authority and become maintainable at the public expense
11. To use all reasonable endeavours to procure the adoption by the Competent Authority of the Connecting Sewers the Westwood Heath Sewers and such other part of the Works as will be the subject of adoption and in such regard to enter into such agreements as may be reasonably required by the Competent Authority and produce certified copies of all such agreements entered into as and when required by the Council
12. To indemnify and keep the Council indemnified against all costs expenses claims proceedings losses and liability whatsoever arising from any damage caused to the Conducting Media by the Purchaser or its employees agents or contractors
13. To permit the Council's contractors access at all times to the Property to enable the Conducting Media to be carried out and completed and not to cause or permit to be caused any obstruction to interference with the carrying out and completing of the Conducting Media by the Council's contractors

4. To freely and voluntarily transfer to the Competent Authority such land as shall be required for the Electricity Sub-Station together with all necessary rights for the proper use and enjoyment of the building erected thereon as when and required to do so by either the Council or the Competent Authority

15. The Purchaser shall not transfer lease or licence the Property or any part thereof (save to the purchasers of individual plots containing completed dwellinghouses or subject to a contemporaneous contract for the construction of a dwelling or by way of land for sewage pumping stations gas governors electricity substations and the like or for public open space local or neighbourhood areas for play roads and footpaths or for other community purposes) without first procuring a covenant from the disponent in favour of the Council on terms acceptable to the Council acting reasonably to observe and perform the obligations on the part of the Purchaser contained in this schedule to the extent that the same remain to be observed and performed and relate to or affect the Property or the part thereof the subject of the disposal and such covenant shall be protected by a restriction in the register of title as provided for in the draft transfer annexed hereto

16. Not to commence development of the Property until sufficient and adequate steps have been taken including the erection of fencing to safeguard all trees on the Property against damage or injury prior to or during development work and not to carry out any excavations site works channels or trenches nor to deposit soil and waste that may damage or injure trees by interfering with their root structure

FOURTH SCHEDULE (the Works)

1. Laying the Connecting Sewers of such capacity and depth as specified in outline in two letters from Babbie ("the Babbie Letters") to the Purchaser dated 29th January 2002 and 8th February 2002 a copy of each is appended at Appendix 4 The Connecting Sewers being laid at a point within the land to the west of Plot 2 which is four metres from the boundary

2. Laying the Westwood Heath Sewers within and along the Westwood Heath Road frontage to the Property of such capacity and depth as specified in outline in the Babbie Letters including providing four metre length connecting tails into the land to the west of Plot 1

3. Installing traffic calming measures as required on Ten Shilling Drive and roads 3 (so far as it abuts the Property) and 4 of the Spine Road as shown on Drawing 040955/03 a copy of which is appended hereto – at Appendix 5

4. Constructing a footway along the western side of Ten Shilling Drive and the laying of BT ducting therein

5. Relaying and upsizing the existing out fall sewers for foul and surface water drainage within Ten Shilling Drive as specified in outline in the Babbie Letters

6. Laying a wearing course to the bellmouth within the Plot 1 from the proposed development thereon beyond the highway boundary to connect to the present construction at the Westwood Heath Road channel

7. Carrying out all necessary remedial and other works to Ten Shilling Drive (including the existing footway) and providing a lighting scheme as may be required to bring Ten Shilling Drive to a standard ready for adoption
8. Laying of BT ducting to the west side of Ten Shilling Drive and to the east and west sides of road 4 of the Spine Road and to the south side of road 3 of the Spine Road
9. Providing footways and lighting as required to both sides of the carriageway to road 3 of the Spine Road so far as such carriageway abuts Plot 2 and to both sides of the carriageway to road 4 of the Spine Road so far as such carriageway abuts Plot 2

APPENDIX 1 – FORM OF BOND

APPENDIX 2 – FORM OF TRANSFER

APPENDIX 3 – CONDUCTING MEDIA OUTLINE SPECIFICATION

APPENDIX 4 – BAPTIST LETTERS


APPENDIX 5 – DRAWING 040955/03

APPENDIX 6 – DRAFT PLANNING OBLIGATION

The Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** was affixed to this Deed in the presence of:-

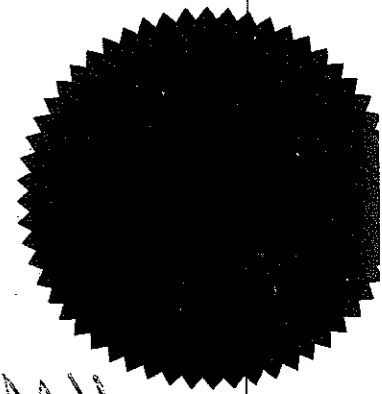
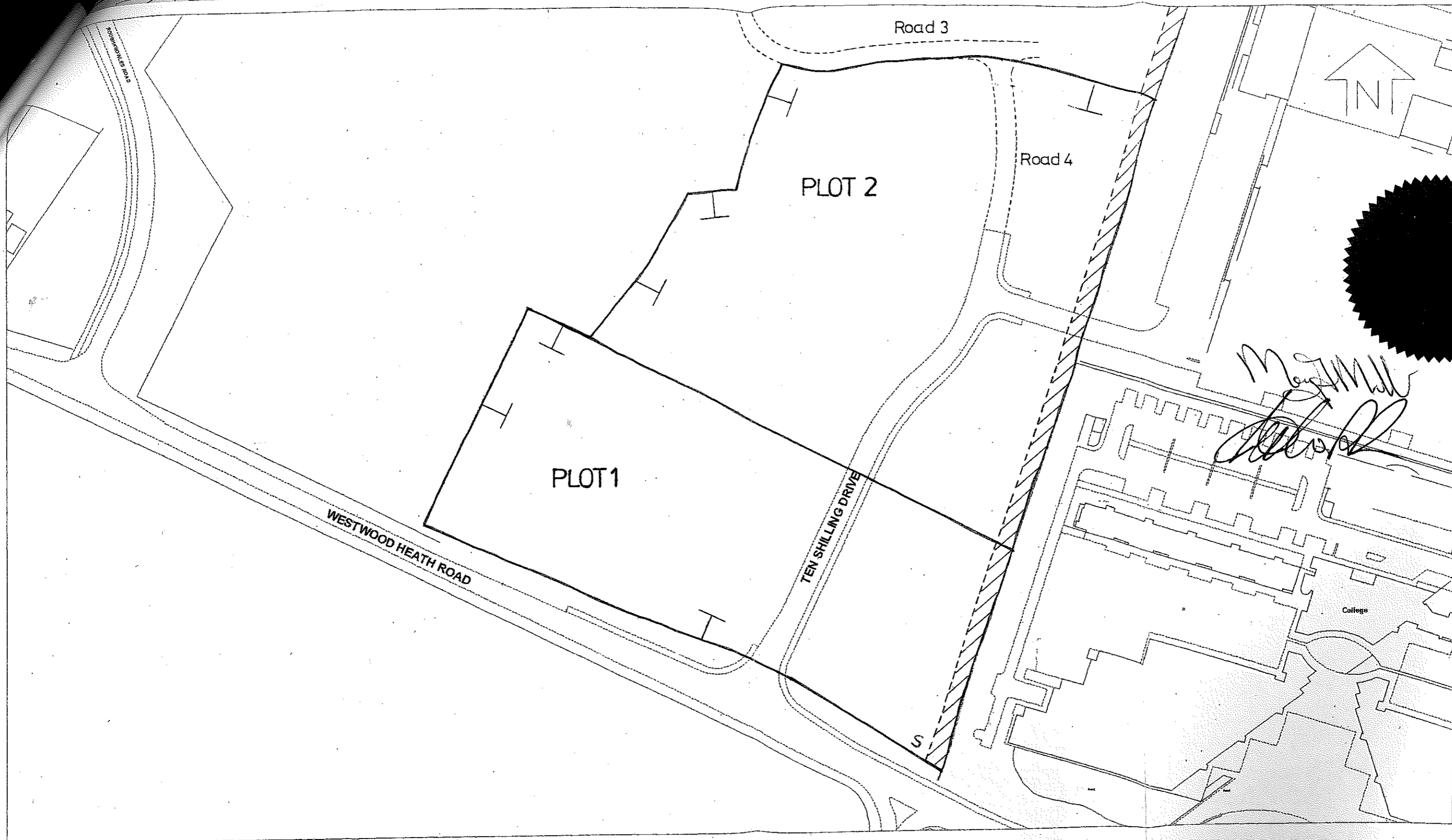
Authorised Signatory

The Common Seal of **WESTBURY HOMES (HOLDINGS) LIMITED** was affixed to this Deed in the presence of:-


Director/Authorised Signatory


Director/Secretary/Authorised Signatory

Westwood-113a



Martin Bullock
[Signature]

CITY DEVELOPMENT DIRECTORATE
 LAND & PROPERTY DIVISION
 11TH FLOOR TOWER BLOCK
 100 BUCH PARK STREET
 COVENTRY CV1 2PY
 TEL: 024 7683 2799



WESTWOOD HEATH RESIDENTIAL DEVELOPMENT

Scale 1: 1250
 O.S. Ref. No: 2876 NW

LPR - 232-2001
 Drawn - LPL

For Identification Purposes Only

Date - 10/12/2001
 Land & Property








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Drawing Number:

040566/71


- Notes:
- Existing highway drain 1.009S to be upsized for proposed developments
 - Road widening on roads 1,2&3. not shown.

KEY

-  Footpath reservation
-  Easements
-  Approx area for planting
-  Existing SWS
-  Existing FWS
-  Notional SWS
-  Notional FWS

Do not scale this drawing

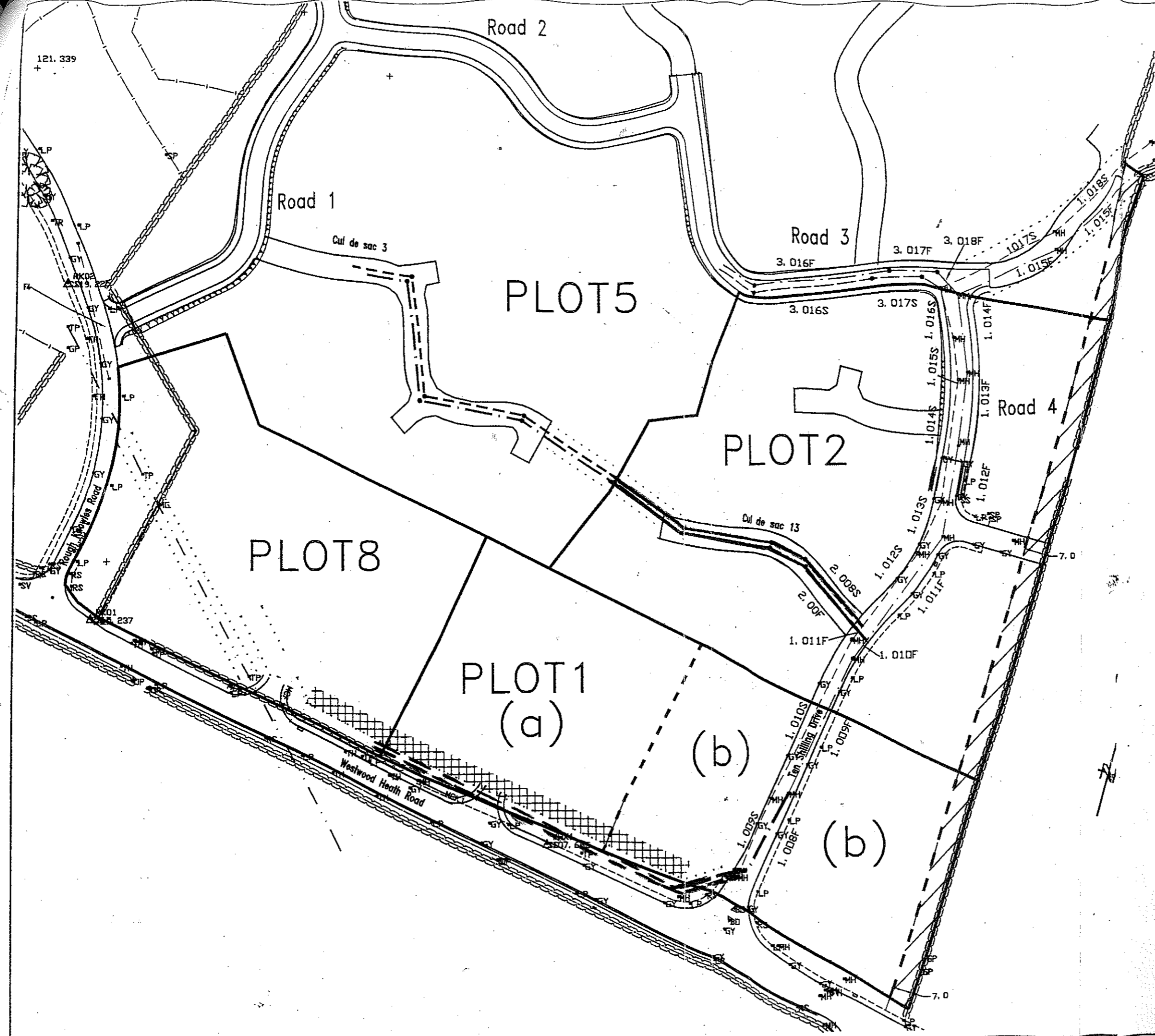
Rev	Date	By
B	FEB02	Plots 5 & 8 denoted
A	SEPT01	Sewers & notes added

Babtie 
Coventry City Council

Babtie Group acts as engineering and transportation consultant to Coventry City Council

Client	CITY OF COVENTRY		
Project	Westwood Heath Housing		
Title	Plots 1 & 2 Development Areas		
Drawing No.	040566/71	A	B
Scale	1:1250	Date:	SEPT
Drawn:	MT	Checked:	BJN
		Approved:	JM

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Babtie Group Ltd
Coventry Point, Market Way, Coventry, CV1 1EA

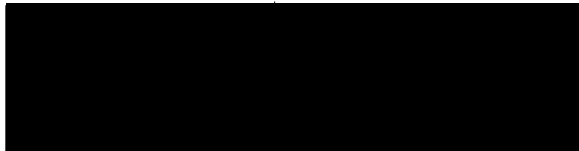


APPENDIX 1

DATED

2002

(1)

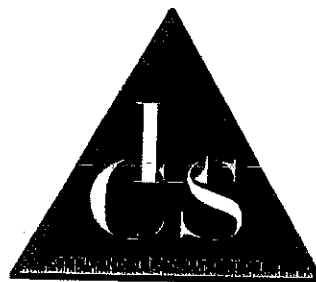


(2)

THE COUNCIL OF THE
CITY OF COVENTRY

BOND

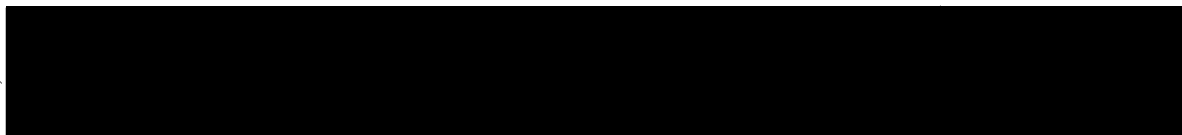
in respect of the payment
of a sum of money



Bond-20b

BETWEEN:

(1)



(2)

THE COUNCIL OF THE CITY OF COVENTRY of the Council House Coventry CV1 5RR ("the Council")

NOW IT IS AGREED as follows:-

1. Definitions

In this Bond the following words have the following meanings:-

"Agreement" means the agreement for sale and purchase of two plots of Land at Westwood Heath Road Coventry dated [] made between (1) the Council and (2) the Buyer

"Bond Amount" means

"Buyer" means Westbury Homes (Holdings) Limited of Westbury House Lansdown Road Cheltenham Gloucester GL50 2WH

"Deferred Payment" means the sum of [] and more particularly defined in the Agreement

2. Surety's Covenant

The Surety now covenants with the Council to pay to the Council an amount not exceeding the Bond Amount within 5 working days of receipt of the Council's first demand in writing

3. Avoidance of Obligation

The Surety shall not be discharged or released from this Bond by:

3.1 any agreement concession conduct forbearance or indulgence granted to the Buyer under the Agreement or any alteration to the terms of the Agreement or

3.2 any other compromise or settlement of any dispute between the Council and the Buyer (but so that the Council shall not pursue against the Surety a remedy contrary to the terms of any such compromise or settlement in so far as the Buyer shall have complied with such terms)

4. Duration of Bond

This Bond is a continuing guarantee and:

4.1 shall remain in operation until the earliest of either:

- 4.1.1 the Buyer paying to the Council the Deferred Payment and all sums due in relation to the Deferred Payment under the terms of the Agreement in full or
- 4.1.2 the Surety paying to the Council the Deferred Payment and all other sums due in relation to the Deferred Payment payable by the Developer to the Council under the terms of the Agreement in full provided that the total sum payable by the Surety shall not exceed the Bond Amount or
- 4.1.3 5p.m. on the 10th day of June 2003 unless the Surety has received the first demand referred to in Clause 2 above in which case the Bond shall remain in operation until payment is made to the Council as detailed in Clause 4.12 or 4.13 above as the case maybe

- 4.2 is in addition to and not in substitution for any other security which the Council may at any time hold for the performance of such obligations and
- 4.3 may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Buyer

5. **Bond Void**

This Bond shall be void if the Buyer pays to the Council the Deferred Payment and all other sums due to the Council from the Buyer in relation to the Deferred Payment in accordance with the terms of the Agreement

6. **Disclaimer of Agreement**

The Surety's obligation and liability under this Bond shall continue notwithstanding any disclaimer of the Agreement by a liquidator or administrator appointed of the Buyer and in the event of such disclaimer the Agreement shall for the purposes of this Bond be deemed to continue

7. **Surety's Liability No Greater than Developer's Liability**

This Bond shall not be construed as placing any greater liability upon the Surety than is upon the Buyer under the terms of the Agreement

8. **Governing Law**

This Bond shall be governed by the Laws of England

IN WITNESS of which the Surety has caused its Common Seal to be affixed to this deed the day and year first before written

The Common Seal of **ZURICH GSG LIMITED** was affixed to this Deed in the presence of:-

Director
Director/Secretary

Page 1 only
photocopied

**Transfer of part HM Land Registry
of registered title(s)**

TP1

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category
in the Schedule to the Stamp Duty (Exempt Instruments)
Regulations 1987

It is certified that the transaction effected does not form part of a
larger transaction or of a series of transactions in respect of which
the amount of value or the aggregate amount or value of the consider-
ation exceeds the sum of

2. Title number(s) out of which the Property is transferred *(leave blank if not yet registered)*

3. Other title number(s) against which matters contained in this transfer are to be registered *(if any)*



4. Property transferred *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

Land on the north side of Westwood Heath Road Coventry

Electricity Supply

- Detailed design and installation and future maintenance of supply cables and sub station to be undertaken by East Midlands Electricity.
- Design is based on providing an adequate supply to proposed residential housing plus an elderly persons home as indicated on the attached notional housing layout, sketch No 1.
- Proposed housing will number approximately 190 4/5 bed properties and the elderly persons home will contain approximately 800m² floor space.
- All development to be considered to have non electric space heating.
- A single substation, LV and HV cabling to be laid adjacent to the proposed development as indicated on drawing NoP016460/DWG. A second substation to be provided adjacent to road 01 at a later stage in the development.

Gas Supply

- Detailed design and installation and future maintenance of gas supply pipes to be by Transco.
- Design is based on an adequate supply (to include for space heating) to proposed residential housing plus an elderly persons home as indicated on the attached notional housing layout, sketch No 1.
- Proposed housing will number approximately 190 4/5 bed properties and the elderly persons home will contain approximately 800m² floor space.
- The main to the site shall be capable of supplying a peak hourly consumption of 6,000KW and an annual consumption of 4,500,000 KW.
- The mains to be laid adjacent to the proposed development and to sizes as indicated on the attached sketch plan No 3.

Water Supply

- Detailed design and installation and future maintenance of water supply pipes to be by Severn Trent Water Limited.
- Design is based on an adequate supply to proposed residential housing plus an elderly persons home as indicated on the attached notional housing layout, sketch plan No 1.
- Proposed housing will number approximately 190 4/5 bed properties and the elderly persons home will contain approximately 800m² floor space.
- The design of the main aims to achieve 20 metres pressure (2.0 bar) at the water company's stop cock on property boundaries. A minimum level of service of 15 metres pressure to be provided by Severn Trent Water.
- The mains to be laid adjacent to the proposed development and to sizes as indicated on drawing No EM/9/612255.

Your ref BPs/040566/2/JMcC/BJ Your
Please N ref
reply to Barry Norris
004 7682 8000

29 January 2002

Westbury Homes (Holdings)Ltd
Pendeford House
Pendeford Office Park
Wobaston Road
Wolverhampton
WV9 5WH
fao David Stokes

Westwood Heath Housing - Plots 1 & 2

Please find enclosed a copy of drawing 040566/71A and details of the drainage design for the development site for your information.

In particular your attention is drawn to the requirements for your proposed foul and surface water sewers, draining plots 1 & 2, to be designed and constructed to facilitate drainage of future adjacent plot developments as detailed in sections 2 and 3.

Please do not hesitate to contact me if you require any further information.

Barry Norris
Senior Engineer

Cc Jo Mascarehas PPM
Adrian Gallagher L & P

Westwood Heath Housing
Development of Plots 1 and 2

REQUIREMENTS FOR PROPOSED SEWERS AT WESTWOOD HEATH ROAD
FRONTAGE AND CUL-DE-SAC 13

1. Overview

The City Council undertook the construction of foul and surface water sewers in Ten Shilling Drive approximately eight years ago for adjacent future residential development. Within the last two years the proposed outline of the layout and type of development has been agreed. The anticipated road layout is as indicated on drawing No 040566/71A and housing density as in the development brief prepared by City Development.

The proposals for draining the development have been submitted to Severn Trent Water (STW) as part of the submission for the S104 Agreement for sewers in the spine road (roads 1, 2 and 3) which discharge to the existing (S102) sewers in Ten Shilling Drive. Proposals for drainage for the full site development have been prepared using the Micro Drainage suite of programs and technical approval has been received from STW.

It is anticipated that as each plot is developed, the checking of drainage proposals for each plot by STW will be based on the approved Micro Drainage submission.

2. Assumptions for Micro Drainage input

2.1 Westwood Heath Road Frontage Sewers

These sewers are to be located through the frontage of plots 1(a) and 1(b) to the west of Ten Shilling Drive (TSD), with connections to the existing foul and surface water sewers in TSD. The surface water sewer connection will require the relaying and upsizing of one existing pipe run in TSD (1.009S), which was originally designed as a highway drain only. The foul water sewer connection will require to be laid along TSD to the head manhole located approximately 50m north of the TSD/Westwood Heath Road junction.

It should be noted that on the 30 year simulation flooding check for the SW sewer the area at the junction of Westwood Heath Road was vulnerable because of the reduction of ground cover towards Westwood Heath Road. Minor oversizing of sewers and manholes was included on the Micro Drainage input to ensure compliance with Sewers for Adoption (4th Edition) standards.

2.2 The sewers through plot 1(a) and 1(b) are required to extend up to and just beyond the western boundary of plot 1(a). The design of the sewers shall be such that depth and capacity is available to drain future upstream development in the adjacent site to Sewers for Adoption (5th Edition) standard and on the following basis:

(i) Surface water flows to be based on an impermeable area of 0.328ha draining to the plot 1(a) sewer termination.

(ii) Foul water flows to be based on 14 houses draining to the Plot 1(a) sewer termination.

A minimum depth of cover to the surface water sewer of 1.5m and 2.0m for the foul water sewer will be sufficient for future development.

2.3 Cul-de-sac 13 Sewers

The sewers through plot 2 are required to extend up to and just beyond the western boundary of plot 2. Design of the sewers shall be such that depth and capacity is available to drain future upstream development in the adjacent site to Sewers for Adoption (5th Edition) standard and on the following basis.

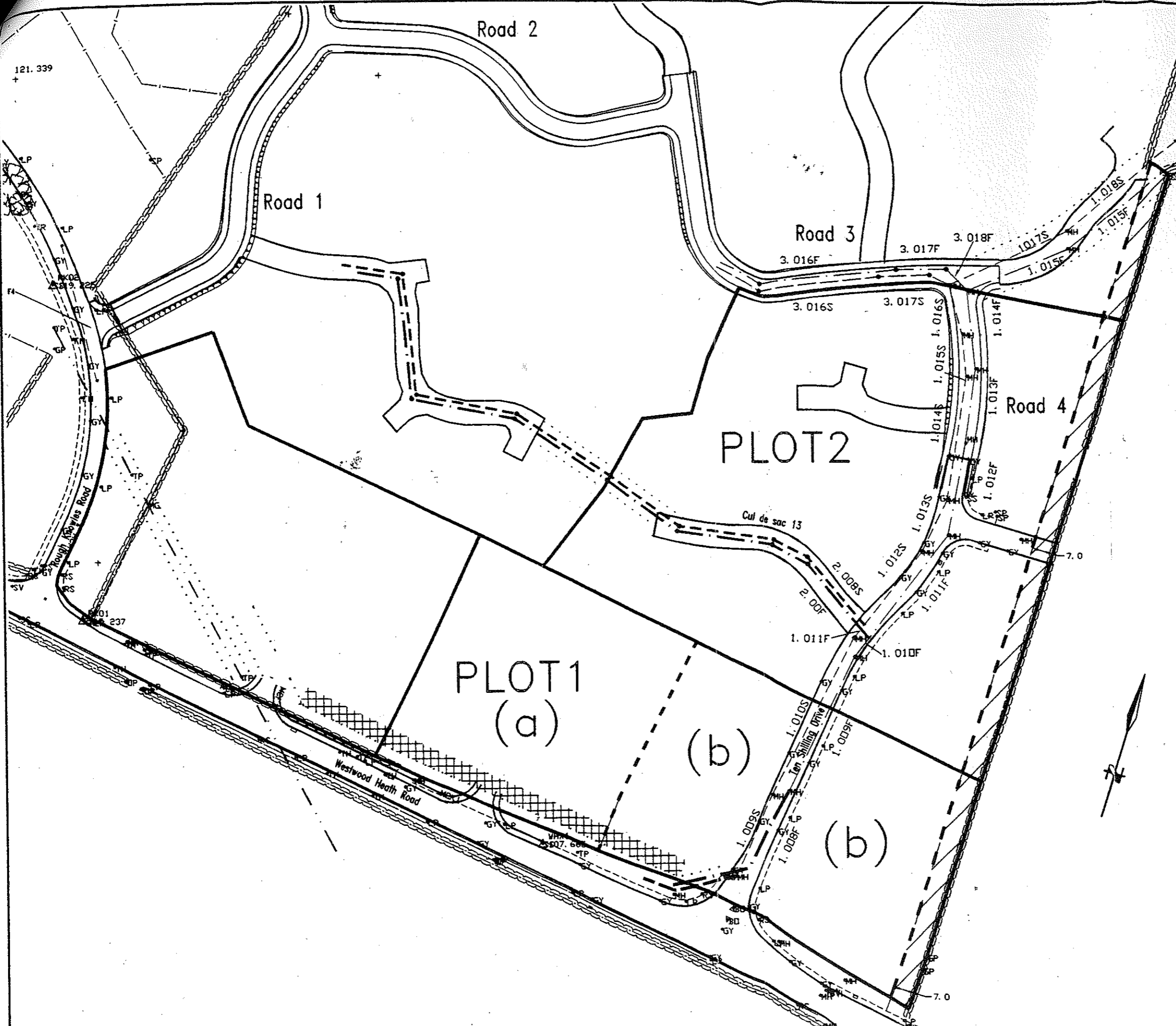
(i) Surface water flow to be based on 0.6ha of impermeable area of plot 8 draining to the plot 2 sewer termination.

(ii) Foul water flows to be based on 19 houses draining to the plot 2 sewer termination.

A minimum depth of cover of 1.5m for SW sewer and 2.1m for FW sewer will be sufficient for future development.








3.0 General Requirements

All sewer terminations shall be formed with manholes boxed out to facilitate the future connection. The S104 agreement between STW and Westbury Homes shall include these spurs and terminal manholes. Where construction of the terminal manhole in land outside the ownership of the developer will cause legal difficulties with the formation of a S104 agreement, the manholes may be constructed adjacent to the boundary within the developer's site. An easement will be required for the sewers spurs where they lie in land outside of prospective public highway. The easements to be agreed with Severn Trent Water.




Drawing Number: 040566/71

Notes:
 1. Existing highway drain 1.009S to be upsized for proposed developments
 2. Road widening on roads 1,2&3. not shown.

- KEY
-  Footpath reservation
 -  Easements
 -  Approx area for planting
 -  Existing SWS
 -  Existing FWS
 -  Notional SWS
 -  Notional FWS

Do not scale this drawing

Rev	Date	Description	By
A	SEPT01	Sewers & notes added	MT

Babtie 
 Coventry City Council
 Babtie Group acts as engineering and transportation consultant to Coventry City Council

Client	CITY OF COVENTRY
Project	Westwood Heath Housing
Title	Plots 1 & 2 Development Areas

Drawing No.	040566/71	A
Scale	1:1250	Date: SEPT01
Drawn:	MT	Checked: BJN
		Approved: JMCC

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 Babtie Group Ltd
 Coventry Point, Market Way, Coventry, CV1 1EA

Our ref BPs/040566/2/JMcC/BJN Your ref
Please reply to Barry Norris
Direct dialling 024 7683 2099

8 February 2002

Westbury Homes (Holdings) Ltd
Pendeford House
Pendeford Office Park
Wobaston Road
Wolverhampton
WV9 5WH
fao David Stokes

Westwood Heath Housing – Plots 1 & 2

Please find enclosed a copy of drawing 040566/71B and details of the drainage design for the development site for your information.

In particular your attention is drawn to the requirements for your proposed foul and surface water sewers, draining plots 1 & 2, to be designed and constructed to facilitate drainage of future adjacent plot developments as detailed in sections 2 and 3.

Please do not hesitate to contact me if you require any further information.



Barry Norris
Senior Engineer

Cc Jo Mascarehas PPM
Adrian Gallagher L & P



**REQUIREMENTS FOR PROPOSED SEWERS AT WESTWOOD HEATH ROAD
FRONTAGE AND CUL-DE-SAC 13**

1. Overview

The City Council undertook the construction of foul and surface water sewers in Ten Shilling Drive approximately eight years ago for adjacent future residential development. Within the last two years the proposed outline of the layout and type of development has been agreed. The anticipated road layout is as indicated on drawing No 040566/71B and housing density as in the development brief prepared by City Development.

The proposals for draining the development have been submitted to Severn Trent Water (STW) as part of the submission for the S104 Agreement for sewers in the spine road (roads 1, 2, and 3) which discharge to the existing (S102) sewers in road 4 / Ten Shilling Drive. Proposals for drainage for the full site development have been prepared using the Micro Drainage suite of programs and technical approval has been received from STW.

It is anticipated that as each plot is developed, the checking of drainage proposals for each plot by STW will be based on the approved Micro Drainage submission.

2. Assumptions for Micro Drainage input

2.1 Westwood Heath Road Frontage Sewers

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A minimum depth of cover to the surface water sewer of 1.5m and 2.0m for the foul water sewer will be sufficient for future development.

2.3 Cul-de-sac 13 Sewers

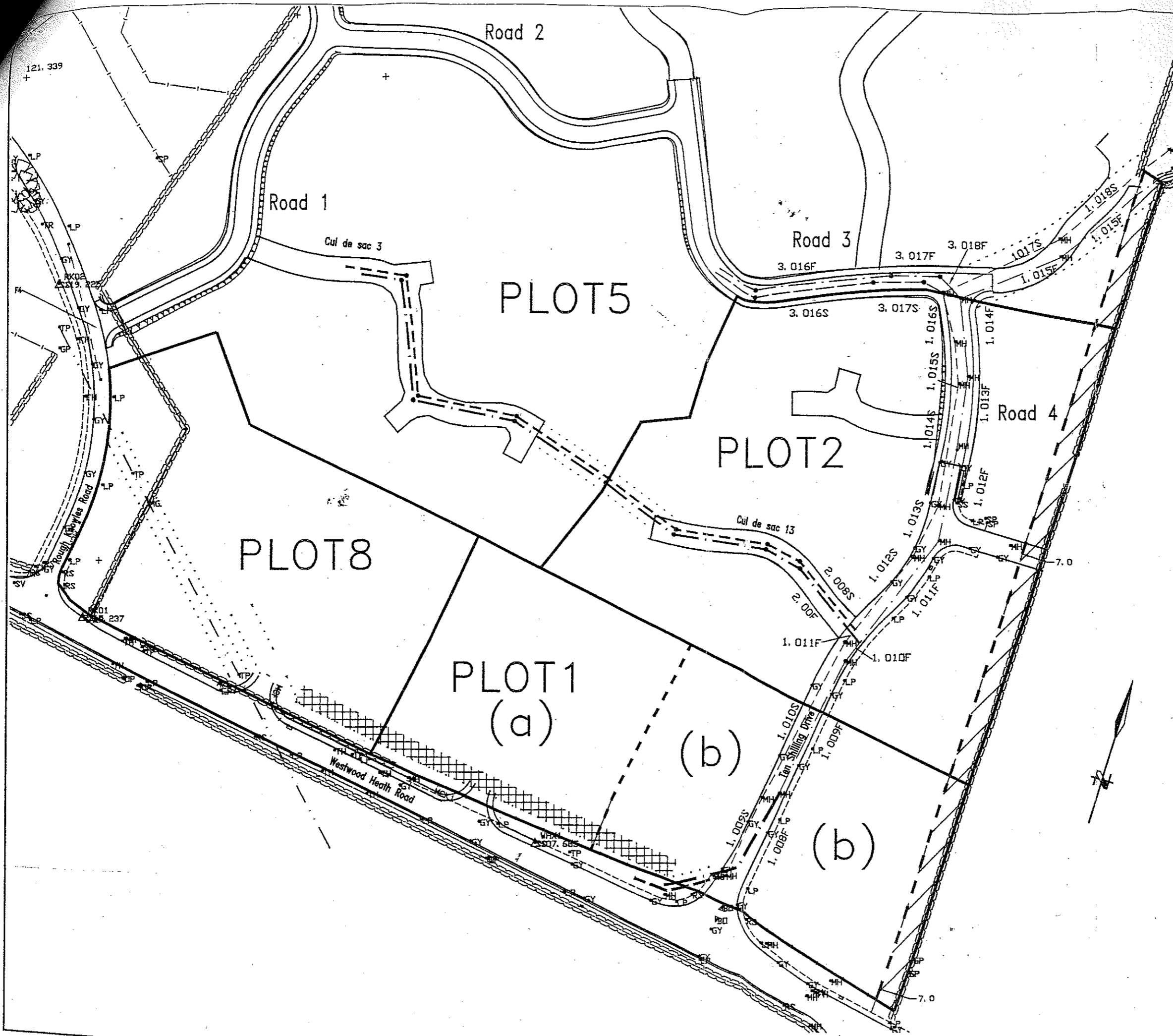
The sewers through plot 2 are required to extend up to and just beyond the western boundary of plot 2. Design of the sewers shall be such that depth and capacity is available to drain future upstream development in the adjacent site to Sewers for Adoption (5th Edition) standard and on the following basis.

- (i) Surface water flow to be based on 0.6ha of impermeable area of plot 8 draining to the plot 2 sewer termination.
- (ii) Foul water flows to be based on 19 houses draining to the plot 2 sewer termination.

A minimum depth of cover of 1.5m for SW sewer and 2.1m for FW sewer will be sufficient for future development.

3.0 General Requirements

All sewer terminations shall be formed with manholes boxed out to facilitate the future connection. The S104 agreement between STW and Westbury Homes shall include these sewer spurs and terminal manholes. Where construction of the terminal manhole in land outside the ownership of the developer will cause legal difficulties with the formation of a S104 agreement, the manholes may be constructed adjacent to the boundary within the developer's site. An easement will be required for the sewers spurs where they lie in land outside of prospective public highway. The easements to be agreed with Severn Trent Water.



Drawing Number: 040566/71

Notes:
 1. Existing highway drain 1.009S to be upsized for proposed developments
 2. Road widening on roads 1,2&3. not shown.

KEY

- Footpath reservation
- Easements
- Approx area for planting
- Existing SWS
- Existing FWS
- National SWS
- National FWS

Do not scale this drawing

B	FEB02	Plots 5 & 8 denoted	PP
A	SEPT01	Sewers & notes added	MT
Rev	Date		By

Babtie Coventry City Council

Babtie Group acts as engineering and transportation consultant to Coventry City Council

Client	CITY OF COVENTRY
Project	Westwood Heath Housing
Title	Plots 1 & 2 Development Areas

Drawing No.	040566/71	Date:	SEPT01
Scale	1:1250	Drawn:	MT
		Checked:	BJN
		Approved:	JM




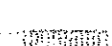
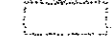

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 Babtie Group Ltd
 Coventry Point, Market Way, Coventry, CV1 1EA

Drawing Number:

040955/03

Notes:

Key:

- Raised Table 
- Block Paving 
- Speed Humps 
- Proposed Housing Location 
- Existing Gully Location 
- Boundary Zone 

Do not scale this drawing

Rev	Date	By	C

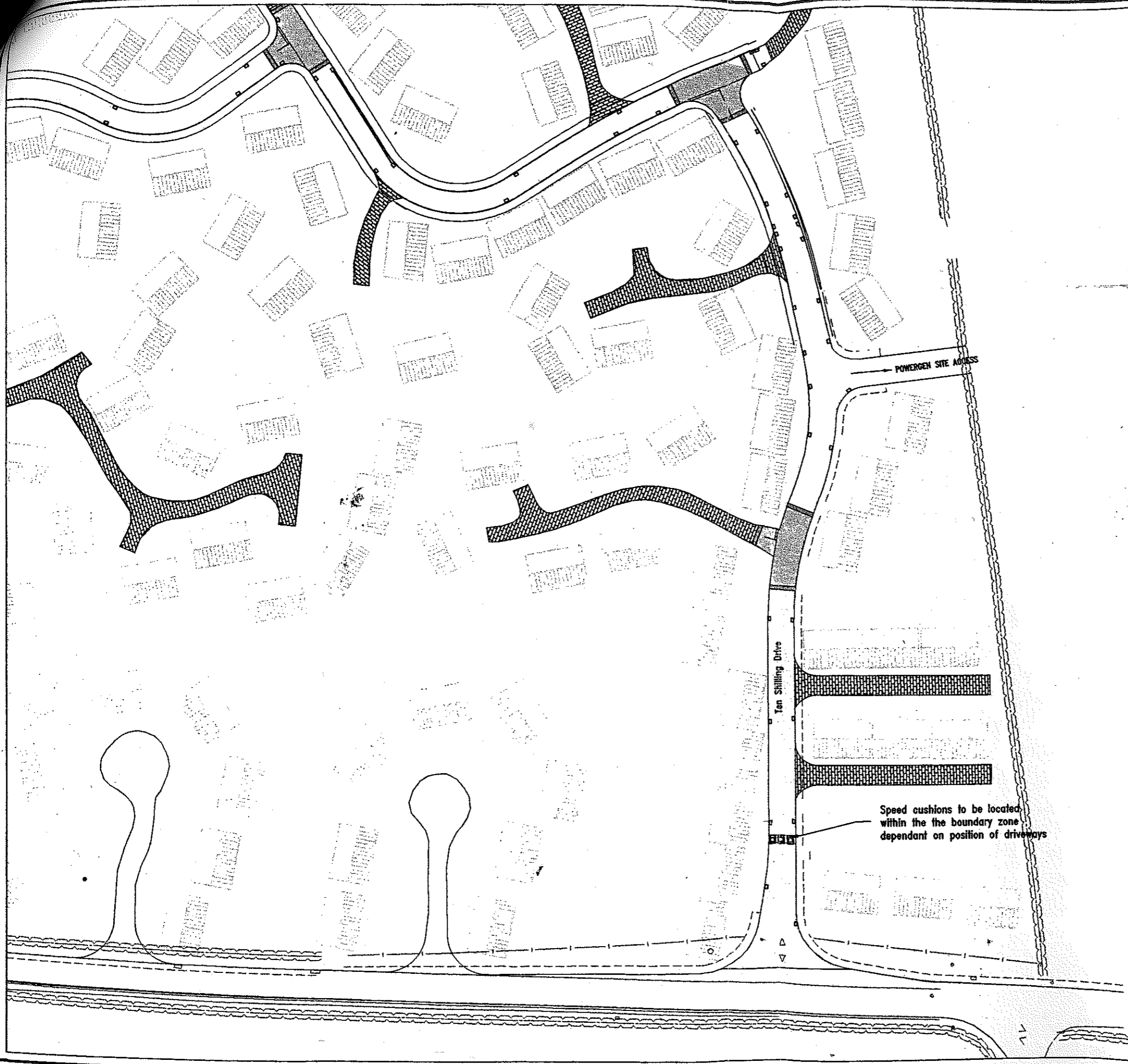
Babtie



Babtie Group acts as engineering and transportation consultant to Coventry City Council

Client	CITY OF COVENTRY		
Project	WESTWOOD HEATH HOUSING TRAFFIC CALMING		
Title	OPTION 1 PROPOSALS PLOTS 1&2		
Drawing No.	040955/03	Date:	NOV01
Scale	1:1000	Drawn:	ARB
		Checked:	BJN
		Approved:	JC

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 Coventry Point, Market Way, Coventry, CV1 1EA



2002

DATED

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("the

(1) THE COUNCIL OF THE
CITY OF COVENTRY

(2) WESTBURY HOMES
(HOLDINGS) LIMITED

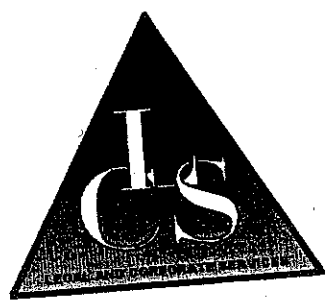
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First Draft

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
relating to land at
Westwood Heath
Coventry



Westbury-39

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of The Council House Earl Street Coventry CV1 5RR ("the Council")
- (2) **WESTBURY HOMES (HOLDINGS) LIMITED** (Company Registration Number 822538) whose registered office is situate at Westbury House Lansdown Road Cheltenham GL50 2JA ("the Company")

NOW it is agreed as follows:-

1. Definitions and interpretation

In this agreement:

"the 1990 Act" means the Town and Country Planning Act 1990 and all statutory modifications and re-enactments thereof

"the Agreement" means an agreement of even date made between the parties for the sale and purchase of the Land

"the Application" means an application for planning permission in respect of the Development under the 1990 Act submitted to the Council and given application number 49734

"the Contribution" means the sum of Twenty-five thousand five hundred pounds (£25,500) to be paid as a contribution towards the enhancement of off-site children's play facilities in the locality

"the Development" means the development of the Land for residential purposes

"the Land" means all that land and premises situate at and known as land at Westwood Heath Road Coventry shown edged red for illustrative purposes only on the Plan

"the Permission" means the grant of planning permission by the Council for the Development pursuant to the Application containing only the conditions as set out in the Appendix hereto

"the Plan" means the location plan appended to this agreement

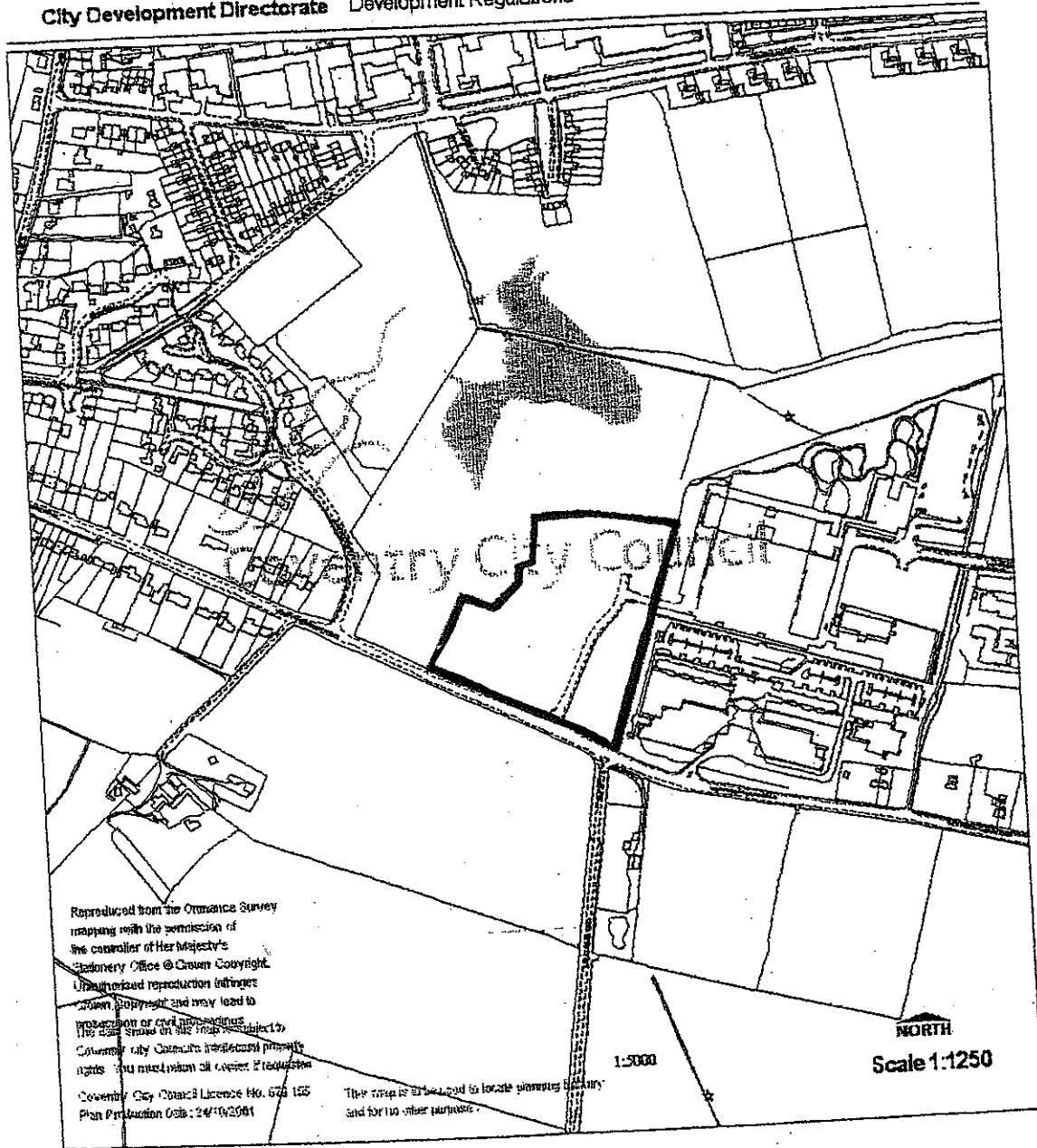
"Implementation" means implementation of the Permission by the carrying out of any material operation within the meaning of Sections 56(2) and (4) of the 1990 Act Provided That for the avoidance of doubt the carrying out of demolition temporary construction site establishment works initial enabling works archaeological investigations environmental site investigations or works matters and operations to enable any of the foregoing to take place shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this definition or this deed

Save where the context otherwise requires references to any party in this deed shall include the successors in title of that party



Coventry City Council

City Development Directorate Development Regulations



The clause headings do not form part of this deed and shall not be taken into account for the purpose of construction or interpretation and save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this deed which is so numbered

Any obligation of the parties to this deed which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those persons unless the context otherwise requires

References in this deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order or delegated legislation amending re-enacting or made pursuant to the same

In this deed the expressions "the Council" and "the Company" shall include their respective statutory successors or successors in title to the Land as the case may be

2. Background

- 2.1 The Council are the local planning authority for their district under the 1990 Act within which the Land is situated
- 2.2 The Company is to purchase the Land from the Council pursuant to the terms of the Agreement
- 2.3 The Council are concerned to provide adequate play area facilities within Coventry
- 2.4 The Company has agreed to make the Contribution towards the enhancement of off-site children's play facilities in the locality
- 2.5 The Council have resolved that subject to the completion of this deed the Permission for the carrying out of the Development should be granted

3. Section 106 of the 1990 Act

This deed is made pursuant to Section 106 of the 1990 Act (and is a planning obligation for the purposes of that Section) and the Council is the local planning authority to which the provisions of this deed are intended to be enforceable

4. Liability for any breach of covenant

No person shall be liable for any breach of the covenants restrictions or obligations contained in this deed occurring after parting with all interest in the Land or the part in respect by which such breach occurs

5. The coming into force of the agreement

With the exception of this Clause 5 and Clause 7.2 (which has effect immediately upon the delivery of this deed) none of the terms or provisions in this deed will have operative effect unless and until:-

- 5.1 the Land has been transferred by the Council to the Company; and
- 5.2 the Permission has been duly granted; and

5.3 the Permission has been implemented by or on behalf of the Company

6. **Permission quashed revoked or withdrawn**

If the Permission is quashed or revoked or otherwise withdrawn or expires before the Development has been implemented this deed shall cease to have effect

7. **Company's covenants**

The Company hereby covenants with the Council as follows:

7.1 upon implementation of the Permission the Companies shall pay the Contribution to the Council

7.2 to pay on demand the Council's reasonable legal costs incurred in connection with the preparation and completion of this deed

8. **Local Land Charge**

This deed is a local land charge and shall be registered as such under the Local Land Charges Act 1975

9. **Successors in title**

Subject to Clause 5 this deed shall be enforceable against the Company and any person for the time being deriving title from the Company as provided in Section 106(3) of the 1990 Act except occupiers of the residential houses constructed pursuant to the Permission

10. **Contract (Rights of Third Parties) Act 1999**

Neither party confers or purports to confer any benefit on any person not party to this deed pursuant to the Contracts (Rights of Third Parties) Act 1999

11. **Grant of the Permission**

The Council covenants with the Company to issue the Permission as soon as reasonably practicable after the date hereof

IN WITNESS of which the respective Seals of the parties have been affixed to this deed the date first before written

The Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** was affixed to this Deed in the presence of:-

Authorised Signatory

The Company Seal of **WESTBURY
HOMES (HOLDINGS) LIMITED** was
affixed to this Deed in the presence of:-

Director/Authorised Signatory

Director/Secretary/
Authorised Signatory

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APPENDIX
(Conditions of the Permission)

2002

Condition(s)

1. The development to which this permission relates must be begun not later than the expiration of 5 years from the date of this permission.
2. No development shall commence until samples of the external facing, roofing and paving materials proposed to be used in the construction of the dwellings and sub station hereby permitted have been submitted to and approved in writing by the local planning authority. Once approved the development shall be carried out only in full accordance with such approved details or any approved amendments.
3. The existing hedges along the eastern boundary of the site indicated on the approved plan No.SA-3B to be retained shall not be cut down, grubbed out or otherwise removed or topped or lopped so that the height of the hedges falls below 2.4m at any point without the written consent of the local planning authority. Any hedges removed without shrubs of such size and species details of which must be submitted to and approved by the local planning authority. Any hedge, tree and shrub dying or becoming seriously diseased within five years from the substantial completion of development shall be replaced as soon as practicable with hedging, trees or shrubs of such size and species details of which must be submitted to and approved by the local planning authority.
4. Any landscaping including boundary treatment, paving and footpaths indicated on the approved drawings No.01-77-01 & No.01-77-02 shall be completed in all respects, with the exception of tree and shrub planting, within three months of the first use of any of the buildings and the trees and shrubs shall be planted within six months of that first use. Any trees or shrubs removed, dying, being severely damaged or becoming seriously diseased within five years from the substantial completion of the scheme shall be replaced as soon as practicable, by trees or shrubs of similar size and species to those originally required to be planted.

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