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SCHEDULE 1

THE OWNER'S OBLIGATIONS

The Owner covenants with the Council as follows:

1. **NOTIFICATION OF COMMENCEMENT**

1.1 To give the Council notice in writing no later than five Working Days prior to the anticipated Commencement of the Development

1.2 Not to Commence Development unless and until the Council has been given notice in writing no later than five Working Days before Commencement of Development

2. **PEDESTRIAN ROUTES**

2.1 On or prior to Commencement of Development to submit the Pedestrian Routes Specification to the Council for approval

(Plan 2
Bran)

2.2 To carry out and complete the construction of the Pedestrian Routes in accordance with the Pedestrian Routes Specification prior to Occupation of the 29th Richmond Market Housing Unit

2.3 To give the Council notice in writing no later than 10 Working Days after the commencement of construction of the Pedestrian Routes and to allow the Council access at all reasonable times (after being given not less than 24 hours' notice except in the event of an emergency) to inspect the Pedestrian Routes PROVIDED ALWAYS THAT the Council shall adhere to all reasonable requests of the site manager and ensure compliance with all health and safety requirements

2.4 To the extent that the Pedestrian Routes do not fall within the adopted highway to remain liable for the reasonable and proper maintenance of the Pedestrian Routes for so long as the Development or any part or parts thereof remains Occupied for the purposes authorised by the Planning Permission

2.5 Subject to paragraphs 2.6, 2.7, 2.8 and 2.9 below, no later than Occupation of the 29th Richmond Market Housing Unit to permit pedestrian access by the public across the Pedestrian Routes at all times

2.6 The Owner shall not be required to comply with paragraph 2.5 above if upon the Occupation of the 29th Richmond Market Housing Units the Council and the Owner agree in writing that it would be unsafe on health and safety grounds to allow access to the public across the Pedestrian Routes in which case the Owner shall only be required to permit access by the public across the Pedestrian Routes at all times as soon as it considers the Pedestrian Routes safe for such use and any access by the public across the Pedestrian Routes shall at all times be subject to any closures permitted under paragraphs 2.7, 2.8 and 2.9 below

2.7 It is hereby agreed between the parties that the Owner may from time to time close the Pedestrian Routes which do not fall within the adopted highway or part or parts thereof or restrict access thereto or part or parts thereof but only for so long as is reasonably necessary for any one of the following purposes:

- (a) in association with any planning permission;
- (b) in cases of emergency, danger to the public or in the interests of security;
- (c) temporary closure during the carrying out of works of construction, maintenance and surveying where continued public access would be unsafe; or
- (d) for any other cause approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

2.8 It is further agreed between the parties that the Owner may from time to time close the Pedestrian Routes which do not fall within the adopted highway or part or parts thereof for such minimum period as may from time to time be necessary to assert rights of proprietorship or to prevent the creation of any public rights of way along the Pedestrian Routes

2.9 In the event that the Owner and the Council agree in writing (acting reasonably) that gates should be erected at either end of the Pedestrian Routes for reasons of security, then the Owner shall be entitled to close the said gates during the hours of darkness thereby preventing access by the public SAVE THAT the Owner will ensure that first Occupants of the Development and the Latchmere House Scheme are be provided on first Occupation with a key, fob or other similar device which will open the gates at either end of Pedestrian Routes

3. DEMOLITION AND CONSTRUCTION MANAGEMENT PLAN

3.1 Prior to the Commencement of Development (which shall include demolition works for the purpose of this paragraph 3 only) to provide the Council for approval a draft Demolition and Construction Management Plan

3.2 Not to Commence nor allow Commencement of the Development (which shall include demolition works for the purpose of this paragraph 3 only) until such time as the Council has approved in writing the Demolition and Construction Management Plan ✓

3.3 The Council will not be obliged to approve the Demolition and Construction Management Plan unless it has been demonstrated to the Council's reasonable satisfaction that the demolition and construction phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network ✓

3.4 To ensure that throughout the demolition and construction phase that the Development shall not be carried out otherwise than in strict accordance with the requirements of the Demolition and Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Demolition and Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance unless otherwise agreed in writing with the Council