

LEGBOURNE ROAD PROPOSAL

BY GREENBELT

This document outlines our proposal to act as the Open Space Management Company for the Legbourne Road development near Louth

The content of this document is confidential and intended for the recipient's internal use only. This quotation is only valid for 3 months from the proposal date.

Proposal Date: 19 June 2023

Proposal Number: E1788

Development Manager: Lee McGregor

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We have vast experience in making housebuilders and home buyers happy

Professional expertise

As the go-to professionals in the delivery and stewardship of public open spaces on residential developments, Greenbelt provide long-term, quality management and maintenance solutions.

With in-house experts in biodiversity, horticulture, forestry, arboriculture, ecology and law we will manage, and assist you with even the most complex developments in delivering Biodiversity Net Gain targets.

Community engagement

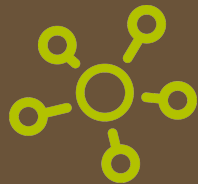
We are fully committed to making a positive and enduring contribution to communities. Greenbelt have many years of experience developing community-based events and activities.

Our aim is to build and maintain sustainable links so our partnerships have lasting results. This commitment stems from the belief our relationships should reflect our core values and responsiveness to communities.





Our Unique Offering



One-Stop Shop

Having all of our specialists in-house allows for the straightforward transfer of public open spaces, including full ownership and associated legal and financial responsibilities. With Greenbelt you're in a safe pair of hands: our goal is removing problems and making your life easy.



Long-Term Strategy

We offer tailored arrangements for small to large developments, enabling housebuilders to fulfil long-term planning requirements. These also provide long-term, sustainable stewardship solutions and ensures homebuyer empowerment by giving rights without burdensome obligations.



Price Perfection

The algorithms created by our custom-built SIS system enable us to create a bespoke and fully detailed pricing structure that matches your precise needs. We offer the best value-for-money service in the UK. The Initial Annual Management Charge is agreed before purchase, with the details provided to homebuyers.



Built-In Biodiversity

Housebuilders, planners and local authorities face major legislative changes in the forthcoming Environment Bill, with hugely significant challenges associated with meeting biodiversity goals. Greenbelt offer expert advice and practical guidance on how to create and sustain biodiversity – future-proofing housebuilders' solutions at a whole new level.

OUR PROPOSAL

This proposal is based on our Pentad Agreement which provides you with a secure and sustainable solution for the management and maintenance of the Public Open Spaces on Legbourne Road.

Annual Management Charge: £148.12 (plus VAT)

(Payable by the homeowner)

Our Annual Management Charge broken down:

- Cost of Management & Maintenance £133.12 (plus VAT)
- The features on this development would require Refundable Contingency of £15.00 (plus VAT)

It is calculated based on 89 contributing plots paying an annual fee, which we refer to as an Annual Management Charge (AMC), and cover the costs of:

- Routine maintenance on the development's features' detailed within this proposal; and
- Our professional management and stewardship services of the development;

Any charges we incur in providing non-routine/safety services are covered by the contingency and charged at cost to the homeowner.

The PENTAD Guarantee

We stand by our price and incorporate promises to your homeowners into our agreements. We guarantee:

- **Price Cap** - Our Annual Management Charge increases are capped at a maximum of inflation for 5 years;
- **Right To Challenge** - The homeowners right to challenge any individual elements of their AMC that exceed £50; and
- **Right to Buy for £1** - The Community have periodical options to buy and take full control/ownership of the open spaces for a nominal sum.

Key information and assumptions

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LEGAL & DELIVERY PROCESS

Legal Process and Fees

We carry out a due diligence process in order to:

- Ensure the Open Spaces and the Facilities titles are both transferable to Greenbelt;
- Clarify the planning conditions contain no restrictions in relation to our guarantee options; and
- Fully identify and understand any planning conditions or obligations that are bestowed upon them.

Bespoke legal work is carried out to create our Housebuilder Agreement which incorporates obligations to:

- Include our covenant wording in every plot title deeds;
- Provide us, timeously, with the details of the initial property purchasers; and
- Transfer title of the open spaces and facilities to Greenbelt once access has been taken.

Legal Fees are normally in the range of £2,500 to £4,000 (plus VAT).

Legal Fees: £1,950.00 (plus VAT)

(Payable by the housebuilder)

We will cap the legal fees at the above sum if the contracts are signed and exchanged within a 3-month period (or otherwise agreed timeframe) and on the basis that minimal adjustments are made to our standard wording. If this timeframe is exceeded then full legal fees become due and payable. Due on signing.

Delivery Team

Greenbelt have vast experience in delivering public open spaces and are able to provide you with an end-to-end service that is highly efficient and experienced.

Our specialist Delivery Team have key, highly regarded, in-house experts who are ready to help you as much as you need them to.

They can provide you with advice, assistance, organise implementation and interim contract maintenance throughout your construction process. They can even assist with discharging planning condition discharging and completing statutory body submission.

Our goals are the same:

- Saving time and money; and
- Providing a smoother and efficient exit.

This process has been proven to benefit each other and, importantly, your new customer – the homebuyer.

PRICING GRID

Grass (Amenity (Evenly Dispersed)) £15.51	Grass (Amenity (Collected)) £0.00	Grass (Rough) £0.00	Grass (Long) £0.00	Grass (Meadow) £6.03	Grass (Sustainably Managed Amenity) £0.00
Grass (Sustainably Managed Rough) £0.00	Grass (Sustainably Managed Long) £0.00	Grass (Sustainably Managed Meadow) £0.00	Shrubs (With Mulch) £0.00	Shrubs (Without Mulch) £3.02	Herbaceous Planting (With Mulch) £0.00
Herbaceous Planting (Without Mulch) £0.00	Amenity Trees (Amenity Trees) £3.29	Amenity Trees (Mature Amenity Trees) £0.00	Woodland & Structure Belts (Young) £0.00	Woodland & Structure Belts (Semi-Mature) £0.00	Woodland & Structure Belts (Young Mature) £0.00
Woodland & Structure Belts (Mature) £0.00	Woodland & Structure Belts (Structure Belt) £0.00	Hedges (Hedges) £0.00	Hedges (Agricultural) £0.00	Hedges (Ornamental) £0.00	Structure Belt £0.00
Play Areas (Play Area with Bin) £0.00	Play Areas (Play Area) £7.34	Play Areas (Play Area Bin Emptying) £0.00	Play Areas (Kick About with Goals) £0.00	Play Areas (Area of Play) £0.00	Play Areas (Multi Use Games Area) £0.00
SUDS (Swale (Narrow or Steep)) £0.00	SUDS (Dry Detention Basin) £22.35	SUDS (Swale (Broad)) £0.00	SUDS (Pond) £0.00	SUDS (Swale) £0.00	SUDS (Storage Tanks) £0.00
SUDS (Wet Detention Basin) £0.00	SUDS (Soakaway) £0.00	SUDS (SUDS Expert Inspection) £6.29	Walls (Stone Walls) £0.00	Walls (Crib Walls) £0.00	Walls (Gabion Walls) £0.00
Walls (Dry Stone Walls) £0.00	Walls (Brick Walls) £0.00	Fencing (Timber) £0.00	Fencing (Metal) £0.00	Fencing (Metal Painted) £0.00	Fencing (Post & Wire) £0.00

PRICING GRID

Fencing (Timber Painted/Coloured) £0.00	Gates (Painted/Coloured) £0.00	Gates (Timber Gate) £0.00	Gates (Metal Gate) £0.00	Gates (Electric Gates) £0.00	Pathways (Hard Surface) £3.29
Pathways (Loose Surface) £0.00	Pathways (Block) £0.00	Pathways (Paving) £0.00	Roadways (Hard Surface) £0.00	Roadways (Block) £0.00	Roadways (Loose Surface) £0.00
Roadways (Parking) £0.00	Water (Water Courses) £0.00	Water (Ponds) £0.00	Water (Culverts/Headwall) £0.00	Water (Gullies) £0.00	Street Furniture (Dog Foul Bin(s)) £0.00
Street Furniture (Bins) £0.00	Street Furniture (Bin Emptying) £0.00	Street Furniture (Bin Stores) £0.00	Street Furniture (Benches) £0.00	Street Furniture (Works of Art) £0.00	Lighting (Columns) £0.00
Lighting (Bollard) £0.00	Lighting (Mounted) £0.00	Signage (Signage) £0.00	Facilities (Window Cleaning) £0.00	Facilities (Roofs) £0.00	Facilities (Bio-Digester) £0.00
Facilities (Pumping Station) £0.00	Facilities (Allotment Gardens) £0.00	Facilities (Sports Pitches) £0.00	Facilities (Community Orchards) £0.00	Litter (Picking) £11.34	Site Specific Specification (Site Specific Specification) £0.00
Supervision (Supervision) £25.07	Billing Procedure (Billing Charge) 8.88	Admin Charges (Admin Charges) £20.72	Contingency (Refundable Charge) £15.00		

Annual Management Charge:

£148.12 (plus VAT)

(Payable by the homeowner)

Our Annual Management Charge broken down:

- Cost of Management & Maintenance £133.12 (plus VAT)
- The features on this development would require Refundable Contingency of £15.00 (plus VAT)

PRICING BREAKDOWN

Grass (Meadow) £6.03 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Wild Flower Meadows (Remove Arisings)	1,896.83	sqm	377.51
Wild Flower Meadows (Spread Arisings)	1,896.83	sqm	158.83

Meadow areas will be cut once per annum and arisings dispersed evenly. Wildflower Meadows will be cut on instruction either once per annum, arisings lifted / removed, or twice per annum, cut only.

Grass (Amenity (Evenly Dispersed)) £15.51 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Ride on Mower	1,517.02	sqm	1,141.89
Chem. Treat (Spring - Weed & Feed)	1,517.02	sqm	238.34

Amenity grass will be cut at a frequency to be regulated that at no time the height exceeds 65mm. Height to be maintained between 25-65mm. Cuttings to be evenly distributed, not left in clumps or removed from site.

Shrubs (Without Mulch) £3.02 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
1nr Formative Prune (species dependent)	172.44	sqm	52.36
Weed Control	86.22	sqm	72.22
Additional Perimeter Prune (where required)	63.23	lm	19.86
Annual Forking Over of Bed	86.22	sqm	45.13
Forming Edges of Shrub Beds	63.23	lm	79.44

Shrub beds where there is no covering of bark mulch will be forked once per year, until shrubs reach maturity.

Amenity Trees (Amenity Trees) £3.29 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Weed Control	45.00	sqm	112.61
Tree Management (Pruning/Stakes & Ties etc)	45.00	tree	77.26
Tree Circle Maintenance (Edge)	45.00	tree	102.71

Young trees will be checked and stakes and ties adjusted when necessary. Any tree which still requires support after the end of the third growing season shall have the stake reduced to a height of 750mm and be re-secured. Any tree which has failed to establish satisfactorily by the end of the fifth growing season shall be removed from site and replaced during the next planting season. Epicormic growth will be removed as and when required. Any dead or damaged trees will be removed at every visit. Mature trees will be inspected for health on an annual basis. Where the tree is located in grass, edges will be re-formed once annually and edgings shall be removed off site.

Play Areas (Play Area) £7.34 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Contractor Inspection	1.00	item	376.90
Play Area Annual (England)	1.00	item	81.00
Play Area Quarterly (England)	1.00	item	195.00

Play Areas and Equipment are maintained in line with current European Standards (as detailed in BS EN 1176 Play Ground Equipment Standard and BS EN 1177 Impact Absorbing Playground Surfacing). The areas designed and constructed for play will be checked on every monthly visit by the Regional Operations Manager, and any damage and or vandalism instructed for repair. They will also be inspected quarterly and annually by an Independent Play Area Consultant, the survey recorded, and any required works undertaken timeously.

PRICING BREAKDOWN

SUDS (Dry Detention Basin) £22.35 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Strimming (and lift) banks and bottom	1,764.00	sqm	1,329.85
Hand Weeding 1m strip	49.00	item	256.50
Inspection (Contractor)	1.00	item	125.63
Chem. Treat (Spring - Weed & Feed)	1,764.00	sqm	277.13

Sustainable urban drainage systems (SUDS) (including fencing thereto where applicable) will be maintained in accordance with current industry best practice (as recommended by the Construction Industry Research and Information Association, CIRIA). Greenbelt also works in close partnership with Abertay University's Urban Water Technology Centre who provide specialist advice and support for our SUDS portfolio. This best practice meets or exceeds the requirements of Deeds of Conditions or Structure Specifications.

SUDS (SUDS Expert Inspection) £6.29 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
SUDS Expert Inspection	1	item	560.00

Our SuDS provide efficient surface water management, enhance water quantity and quality, improve open space amenity and boost biodiversity. Managed to industry best practice, more than 150 SuDS are regularly inspected, are subject to Real Time Reporting monthly and technical inspections and reports annually. Our in-house expertise is supported by a partnership with Abertay University's Urban Water Technology Centre.

Fencing (Timber) £0.00 per plot

This component does not form part of our Routine Maintenance programme. Should any works be required this would be funded through our contingency.

Pathways (Hard Surface) £3.29 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Moss & Weed Treatment	635.75	lm	292.81

Pathways will be checked as part of the routine supervisory inspections. The condition of the path will be monitored and any repairs instructed as and when required.

Litter (Picking) £11.34 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
All Areas	4,857.79	sqm	1,009.54

Litter will be picked, collected and removed to an off site tipping or recycling facility as required.

Supervision (Supervision) £25.07 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Managerial Overview	1.00	item	162.00
Supervisor Inspections	1.00	item	450.00
Snagging	1.00	item	107.25
Play Area Supervisor Inspection	1.00	item	888.00
SUDS Internal	1.00	item	624.00

A dedicated Regional Operations Manager will regularly inspect the maintenance and features of the development to ensure it has been performed to specification. During these visits they will check up on any previously identified matters, report any newly identified areas of concern that require attention and investigate any customer maintenance enquires.

Billing Procedure (Billing Charge) £8.88 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Billing Preparation	1.00	item	790.27

The review of all reporting/invoices that relate to breakdown of expenditure incurred, preparing the future year budgets and the issuing of the initial correspondence.

PRICING BREAKDOWN

Admin Charges (Admin Charges) £20.72 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Admin Fee	1.00	item	1,843.96

We apply one Annual Charge for all our administrative/managerial services covering items such as annual review of all site features, including the engagement of independent inspectors, documents and correspondence and, very importantly for a company that believes People Matter, our dedicated customer care services.

Contingency (Refundable Charge) £15.00 per plot

DESCRIPTION	QUANTITY(est)	UNITS	COST £
Contingency	89.00	item	1,335.00

This enables us to instruct any services without delay for those unforeseen events that are not part of our routine maintenance programme such as play area repairs or replenishment planting. Helping to keep your open spaces safe and smart.

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(Payable by the homeowner)

Our Annual Management Charge broken down:

- Cost of Management & Maintenance £133.12 (plus VAT)
- The features on this development would require Refundable Contingency of £15.00 (plus VAT)

STANDARD CONDITIONS OF OFFER

The following terms and conditions apply unless otherwise stated in the accompanying Offer Documents:

Primary Conditions

1. The terms ("Offer Terms") in the accompanying Offer Documents are subject to a legal agreement ("Legal Agreement") being agreed in Greenbelt's standard form between you ("Developer") and Greenbelt Group Limited ("Company").

2. The Offer Terms relate to the acquisition, management and maintenance of land and features thereon by the Company. The Offer Terms are to any obligations imposed by any relevant planning decision notices, and/or any Section 106 Agreements, any obligations arising from the title to the land and/or any other statutory obligations.

3. The terms shall be those stated in the Offer Documents and these Standard Condition of Offer together with any other terms agreed between the Developer and the Company. Acceptance of the offer by the Developer shall be deemed acceptance of these terms. In the absence of formal acceptance of the offer, the Company shall be entitled to reissue the Offer Documents to include, without limitation, amended Offer Terms.

4. The Developer shall be responsible for the legal fees of the Company as outlined in the Offer Documents. In the event that the preparation, drafting and completion of the Legal Agreement exceeds 3 months from the date of acceptance or deemed acceptance of the Offer Terms the Developer undertakes, by acceptance of the Offer Terms, to fully indemnify the Company for such properly incurred legal fees and expenses on receipt of any interim invoices (to be rendered at intervals of not less than 3 months) and on receipt of the final invoice to be rendered prior to signature of the Legal Agreement. The Developer shall indemnify the Company for the legal fees associated with the transfer of the land. If the matter becomes more complicated or protracted than anticipated then the Company reserves the right to seek a further undertaking for costs from the Developer.

5. The Developer agrees that it shall be fully responsible for and will indemnify the Company on demand for any and all costs and expenses incurred by the Company (including legal costs and expenses) where for whatever reason, (other than the wilful default or negligence of the Company), the Legal Agreement is not entered into within a reasonable time following the date of the Offer Documents (to be determined solely by the Company acting reasonably) and the Company is informed or determines that the transaction contemplated by the Offer Terms and the draft Legal Agreement will not proceed to exchange.

6. By accepting the Offer Terms, The Developer agrees not to supply any third party, including but not limited to any plot owner or prospective plot owner, with any documents prepared or supplied by the Company or any correspondence between the Company and the Developer and/or any third party without the written consent of the Company.

7. The Company reserves the right to nominate a subsidiary or holding company or a subsidiary of a holding company for the purposes of entering into the Agreement or being the transferee for the purposes of the Transfer.

8. The Company will provide the wording required to be inserted into the Developer's standard plot transfers/leases, to ensure protection of the obligation on the homeowners to pay the annual management charge applicable to the Company's services. The form of wording required will also be set out in the Legal Agreement. If any plot sales are completed without using the form of wording provided, the Company shall be entitled to either withdraw from the transaction, or shall be entitled to amend the terms on which the Company is prepared to continue to transact with the Developer, including, but not limited to, requiring the Developer to make payment to the Company of an appropriate fee in lieu of being able to enforce the payment obligation as against the total number of homeowners on which the Offer Terms have been calculated.

Safeguarding Conditions

9. The Developer will be responsible for appointing a suitably qualified engineer to inspect and report on the condition of above and below ground structures. Any report prepared will be re-addressed to the Company for its benefit and delivered prior to the Transfer. A collateral warranty in favour of The Company may also be required.

10. The Offer Terms are subject to a written assurance being given by the Developer that the land is not affected, or likely to be affected, by sub-surface instability, whether naturally occurring or caused by underground workings.

11. The Offer Terms are subject to a written assurance being given by the Developer that the land is free from contamination including but not limited to contamination which has the potential to cause significant harm or pollution to either the land, adjoining land or controlled waters by reason of the substances in or under the land.

12. The Offer Terms will require reconfirmation, and may be subject to amendment, in the light of detailed designs or any obligations to be contained in relevant planning conditions, any Section 106, biodiversity net gain requirements or other agreement not made available to the Company at the time the Offer Documents is issued.

Payment Conditions

13. The Initial Annual Management Charge will be reviewed annually by reference to the Retail Price Index as at the date stipulated in the Legal Agreement, failing which, at 31 March [RPI date to be discussed] in each year from the date of the Offer Documents.

14. Any estimated sums referred to in the Offer Documents will require confirmation in writing by the Company.

Payment Conditions

- (i) The Offer Terms exclude operations required by the Developer to complete or make good works which are the subject of any contract by the Developer with a third party.
- (ii) The Offer Terms are exclusive of Value Added Tax.
- (iii) The Offer Terms exclude the capital costs of laying out areas to the approved design unless specifically stated.
- (iv) By mutual agreement, the Company may be prepared to assume management responsibilities for certain parts of the site at a date earlier than the anticipated transfer date, on the basis of a licence to occupy at an additional cost.
- (v) The Offer Terms excludes the costs of any third party experts or consultants



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