DATED 7th February 2020

SW Attwood (Farms) Limited (1)

and

Stephen William Attwood (2)

and

Lilian Joyce Attwood (3)

and

James Frank Attwood (4)

and

Michael James Gwynne Fletcher (5)

and

Henry Birch (6)

and

Mark David Bowles (7)

and

David John Bowles (8)

and

Paul Anthony Bowles (9)

and

Jean Patricia Filipovic (10)

and

Paul Filipovic (11)

and

Samantha Justine Williams (12)

We hereby certify this to be
a true copy of the original

Winckworth Sherwood

Winckworth Sherwood LLP
Minerva House
5 Montague Close
London SE1 9BB

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and County Planning Act 1990

Relating to Land West of Barton Hill Drive, Minster-on-Sea, Kent ME12 3LZ

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London SE1 9BB
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Solicitors and
Parliamentary Agents

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THIS DEED OF UNDERTAKING is dated the 7th day of February 2020

and GIVEN BY

(1) **SW ATTWOOD (FARMS) LIMITED** (Company Registration No 07841711) whose registered office is at New Hook Farm, Lower Road, Eastchurch, Sheerness ME12 3SU (the "**First Owner**") and

(2) **STEPHEN WILLIAM ATTWOOD** of Parsonage Farm, Parsonage Lane, Bredgar, Sittingbourne ME9 8HA and Thrognall Farm, Bull Lane, Newington, Sittingbourne ME9 7SJ (the "**Second Owner**")

(3) **LILIAN JOYCE ATTWOOD** of Parsonage Farm, Parsonage Lane, Bredgar, Sittingbourne ME9 8HA and Thrognall Farm, Bull Lane, Newington, Sittingbourne ME9 7SJ (the "**Third Owner**")

(4) **JAMES FRANK ATTWOOD** of Parsonage Farm, Parsonage Lane, Bredgar, Sittingbourne ME9 8HA and Thrognall Farm, Bull Lane, Newington, Sittingbourne ME9 7SJ (the "**Fourth Owner**")

(5) **MICHAEL JAMES GWYNNE FLETCHER** of c/o Clarke & Simpson, Chartered Surveyors, Well Close Square, Framlingham, Woodbridge, Suffolk IP13 9DU and c/o Lee Bolton Monier-Williams, 1 The Sanctuary, Westminster, London SW1P 3JT as one trustee of the Lord Harris ~~1996~~ 1966 Settlement (the "**Fifth Owner**")

(6) **HENRY BIRCH** of c/o Clarke & Simpson, Chartered Surveyors, Well Close Square, Framlingham, Woodbridge, Suffolk IP13 9DU and c/o Lee Bolton Monier-Williams, 1 The Sanctuary, Westminster, London SW1P 3JT as one trustee of the Lord Harris ~~1996~~ 1966 Settlement (the "**Sixth Owner**")

the Fifth Owner and the Sixth Owner together being the trustees of the Lord Harris ~~1996~~ 1966 Settlement such settlement including the land registered at the Land Registry under title number K929496 and who enter into this Deed in their capacity as the trustees of the said settlement

(7) **MARK DAVID BOWLES of** 84a Cliff Gardens, Minster on Sea, Sheerness ME12 3QZ (the "**Seventh Owner**")

(8) **DAVID JOHN BOWLES** of The Stables, Johnson Road, Sittingbourne ME10 1JS (the "**Eighth Owner**")

(9) **PAUL ANTHONY BOWLES** of 6 Cliff Gardens, Minster on Sea, Sheerness ME12 3QY (the "**Ninth Owner**")

(10) **JEAN PATRICIA FILIPOVIC** of 7 Sheerstone, Iwade, Sittingbourne ME9 8RN (the "**Tenth Owner**")

(11) **PAUL FILIPOVIC** of 9 Sheerstone, Iwade, Sittingbourne ME9 8RN (the "**Eleventh Owner**")

(12) **SAMANTHA JUSTINE WILLIAMS** of 69 Cliff Gardens, Minster on Sea, Sheerness ME12 3QZ (the "**Twelfth Owner**")

To

(A) **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT (the "**Borough Council**") and

(B) **KENT COUNTY COUNCIL** of Sessions House County Hall Maidstone Kent ME14 1XQ (the "**County Council**")

RECITALS

(A) The Borough Council is the local planning authority for the area within which the Land is situated

(B) The Application was made to the Borough Council

(C) By a notice of refusal dated 8th August 2019 the Borough Council refused planning permission for the reasons set out therein ("the Refusal") and the Owner on the 30th September 2019 appealed to the Secretary of State against the Refusal and enters into this obligation to the intent that any objections of the Borough Council and/or the County Council to the grant of planning permission are overcome

(D) The Owner is a person interested in the Land by virtue of being the registered proprietor with freehold title absolute of the Land as set out in Schedule 1

(E) That part of the Second Owner Third Owner and Fourth Owner's interest in the Land registered at the Land Registry under title number K175656 is subject to the Mortgage

(F) No monies remain due or payable under the Mortgage and as at the date of this Deed the Second Owner Third Owner and Fourth Owner are seeking the formal discharge of the Mortgage

(G) The Owner considers that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms are directly related to the development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010

(H) The Owner has agreed to enter into this Deed to regulate the Development in the event that Planning Permission is granted pursuant to the Appeal

(I) The County Council is the statutory authority responsible for education, local highways, libraries, youth services, community learning and social care for the area within which the Land is situated

(J) Pursuant to The Conservation of Habitats and Species Regulations 2010 (which are the principal means by which the Habitats Directive is transposed in England and Wales) the Borough Council must be satisfied that the Development will not adversely affect the integrity of the Special Protection Area. The Council is satisfied that the likely significant effect of recreational impact on the SPA from the Development can be mitigated if a contribution is made towards the provision of SPA Mitigation Measures across the Special Protection Area

IT IS AGREED AS FOLLOWS

1. **Definitions**

Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Advanced Landscaping"	means the area of land within the Land to be laid out and delivered as landscaping (including any relevant Ecological Mitigation Measures) in accordance with the Advanced Landscaping Specification and thereafter maintained for the benefit and use of the public and occupiers of the Development
"Advanced Landscaping Contribution"	means the First Advanced Landscaping Contribution the Second Advanced Landscaping Contribution the Third Advanced Landscaping Contribution the Fourth Advanced Landscaping Contribution and the Fifth Advanced Landscaping Contribution
"Advanced Landscaping Planting"	any areas of planting forming part of the Advanced Landscaping
"Advanced Landscaping Specification"	means the scheme submitted to and approved by the Borough Council in accordance with the relevant condition imposed on the Planning Permission to secure the details and delivery of the Advanced Landscaping
"All in Tender Price Index"	means the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
"Annual Service Charge"	means an annual service charge to be used towards the management maintenance and monitoring of the Maintainable Landscaped Areas to be payable to the Management Company by all owners of the Dwellings
"Appeal"	means a planning appeal under section 78 of the 1990 Act submitted in respect of the Refusal of the Application and given the reference: APP/V2255/W/19/3238171 by The Planning Inspectorate to be determined by a Planning Inspector appointed by the Secretary of State
"Appeal Decision Letter"	the decision letter to be issued by the Planning Inspector allowing the Appeal
"Applicable Flat"	means those Dwellings comprising Flats but excluding Applicable Houses and those Flats (if any) of less than 56sqm GIA and excluding sheltered accommodation

"Applicable House"	means all Dwellings but excluding Applicable Flats and those Dwellings (if any) of less than 56sqm GIA and excluding sheltered accommodation
"Application"	means the application for outline planning permission submitted by the Applicant to the Borough Council to carry out the Development at the Land and given the registered reference number 18/503135/OUT
"Ballcourt Specification"	means full height goal ends, including basketball hoops and low level sides, porous tarmac surfacing suitably marked for sports and a linking pedestrian access pathway to ensure accessibility to the ballcourt for all users
"Borough Council Contributions"	means the financial contributions payable to the Borough Council pursuant to Schedule 3 comprising (a) the House Waste Bin Contribution (b) the Flat Waste Bin Contribution (c) the Rugby Club Contribution (d) the SPA Mitigation Contribution and (e) the NHS Healthcare Contribution and Schedule 6 comprising (f) the Great Crested Newt Mitigation Contribution (g) the Advanced Landscaping Contribution (h) the Central Open Space Contribution; (i) the Phase Open Space and Phase Amenity Landscaping Contribution; and (j) the SUDs Contribution
"Bus Voucher"	means a voucher in the sum of THREE HUNDRED AND FORTY EIGHT POUNDS (£348.00) Index Linked towards the cost of purchasing up to six, four-weekly bus passes
"Central Open Space"	means the area of land within the Land forming part of the minimum provision of Site Open Space to be laid out and delivered as open space (including any relevant Ecological Enhancement and Mitigation Measures), including:- (a) a NEAP; (b) a ball court; (c) a Kickabout Area; (d) hard and soft landscaping; and

(e) an ancillary car parking area

in accordance with the Central Open Space Specification

"Central Open Space Contribution" means the First Central Open Space Contribution the Second Central Open Space Contribution the Third Central Open Space Contribution and the Fourth Central Open Space Contribution

"Central Open Space Specification" means a scheme to secure the delivery of the Central Open Space which shall be in accordance with the FIT Guidance and Ballcourt Specification and which shall include (but not be limited to):

i. a plan identifying the location, layout, and area of the Central Open Space, including NEAP, ballcourt, Kickabout Area, hard and soft landscaping details and ancillary car parking, to be in accordance with the FIT Guidance and Ballcourt Specification;

ii. a schedule identifying the play equipment to be provided on the Central Open Space together with a specification thereof; and

iii. a works schedule for the delivery of the Central Open Space.

"Commencement of Development" means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) which is not a Preparatory Operation and the words "Commence" and "Commence Development" shall be construed accordingly.

"Community Learning Contribution" means a contribution in the sum of SIXTY POUNDS AND FORTY THREE PENCE (£60.43) per Dwelling where the total contribution shall be calculated in accordance with the following formula

D x £60.43 = £CLC Index Linked

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£CLC Index Linked is the Community Learning Contribution (Index Linked) payable and to be used for the Community Learning Facilities

"Community Learning Facilities" means Sheerness Adult Education Centre

"County Council" means the Kent County Council of Sessions House County Hall Maidstone Kent ME14 1XQ who are the education authority, the local highway authority, the transport authority, the social care authority, the youth services authority, and the libraries authority for the area within

which the Land is situated

"County Council Contributions" means the financial contributions payable to the County Council pursuant to Schedule 3 comprising

(a) the Community Learning Contribution

(b) the Libraries Contribution;

(c) the Primary Education Contribution

(d) the Secondary Education Contribution

(e) the Youth Services Contribution

(f) the Social Care Contribution

(g) the Queenborough Road Highways Contribution

(h) the Halfway Road Junction and Darlington Drive/Parsonage Chase Contribution

"Cycle Voucher" means a voucher in the sum of THREE HUNDRED POUNDS (£300.00) Index Linked towards the cost of purchasing bikes and/or bike equipment and/or bike accessories

"Deed" means this deed of undertaking together with all Schedules and Appendices

"Development" means the development of up to 700 dwellings and all necessary supporting infrastructure including land for the provision of a convenience store/community facility internal access roads footpaths, cycleways and parking open space play areas and landscaping drainage utilities and service infrastructure works on the Land with all detailed matters reserved for subsequent approval except for access to Lower Road and to Barton Hill Drive pursuant to the Planning Permission

"Disposal" means disposal of a unit or element of the Development by way of a leasehold or freehold interest

"Dwelling" means any residential unit to be erected on the Land pursuant to the Planning Permission (and approved pursuant to a Reserved Matters Approval) including for the avoidance of doubt any Flat

"Ecological Enhancement and Mitigation Measures" means the ecological enhancement and mitigation measures to be delivered in accordance with the Ecological Enhancement and Mitigation Measures Specification

"Ecological Enhancement and Mitigation Measures Specification" means the site-wide and individual Phase ecological enhancement and mitigation strategies submitted to and approved by the Borough Council in accordance with the relevant condition imposed on the Planning Permission to secure the details and delivery of the Ecological

Enhancement and Mitigation Measures

"Fifth Advanced Landscaping Contribution"

means a commuted sum contribution in the sum of SEVENTY FIVE POUNDS (£75.00) per Dwelling where the total contribution shall be calculated in accordance with the following formula

D5 x £75.00 = £LC5 Index Linked

WHERE

D5 is the number of Dwellings in Phase 5 to be provided pursuant to the Reserved Matters Approval

£LC5 Index Linked is the Fifth Advanced Landscaping Contribution (Index Linked) payable and to be used towards the ongoing cost of monitoring, managing and maintaining the Advanced Landscaping

"Fifth Secondary Education Contribution"

means a financial contribution towards the cost of extending secondary education provision and/or capacity at Highsted Grammar School for Girls and/or Borden Grammar School for Boys

$$(B \times C) + (D \times E) = A$$

Where:

A is the amount of the Fifth Secondary Education Contribution (Index Linked)

B is the number of Applicable Houses in Phase 5 (in accordance with the Phase 5 Reserved Matters Approval)

C is £1028.75

D is the number of Applicable Flats in Phase 5 (in accordance with the Phase 5 Reserved Matters Approval)

E is £257.25

"Fifth SUDS Contribution"

means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the SUDs the amount of which is to be calculated as follows:

$$\left(\frac{B}{C}\right) \times D = A$$

Where:

A is the amount of the Fifth SUDS Contribution (Index Linked)

B is the number of Dwellings in Phase 5 (in accordance with the Phase 5 Reserved Matters Approval)

C is 700

D is £100,000.00

"First Advanced Landscaping Contribution"

means a commuted sum contribution in the sum of SEVENTY FIVE POUNDS (£75.00) per Dwelling where the total contribution shall be calculated in accordance with the following formula

D1 x £75.00 = £LC1 Index Linked

WHERE

D1 is the number of Dwellings in Phase 1 to be provided pursuant to the Reserved Matters Approval

£LC1 Index Linked is the First Advanced Landscaping Contribution (Index Linked) payable and to be used towards the ongoing cost of monitoring, managing and maintaining the Advanced Landscaping

"First Central Open Space Contribution"

means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the Central Open Space the amount of which is to be calculated as follows:

$$\left(\frac{B}{C-D}\right) \times E = A$$

Where:

A is the amount of the First Central Open Space Contribution (Index Linked)

B is the number of Dwellings in Phase 2 (in accordance with the Phase 2 Reserved Matters Approval)

C is 700

D is the number of Dwellings in Phase 1 (in accordance with the Phase 1 Reserved Matters Approval)

E is £290,000.00

"First Secondary Education Contribution"

means a financial contribution towards the cost of extending secondary education provision and/or capacity at Highsted Grammar School for Girls and/or Borden Grammar School for Boys which is to be calculated as follows:

$$(B \times C) + (D \times E) = A$$

Where:

A is the amount of the First Secondary Education Contribution (Index Linked)

B is the number of Applicable Houses in Phase 1 (in accordance with the Phase 1 Reserved Matters Approval)

C is £1028.75

D is the number of Applicable Flats in Phase 1 (in

accordance with the Phase 1 Reserved Matters Approval)

E is £257.25

"First SUDS Contribution" means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the SUDs the amount of which is to be calculated as follows:

$$\left(\frac{B}{C}\right) \times D = A$$

Where:

A is the amount of the First SUDS Contribution (Index Linked)

B is the number of Dwellings in Phase 1 (in accordance with the Phase 1 Reserved Matters Approval)

C is 700

D is £100,000.00

"FIT Guidance" means the Fields in Trust - Guidance for Outdoor Sport and Play: Beyond the six acre standard (England) (October 2015) or any amendment update or variation thereto or any subsequent replacement thereof or such other standard as may be approved by the Fields in Trust

"Flat" means a separate and self-contained set of premises constructed or adapted for use for the purpose of a residential dwelling and forming part of a building separate from the other part of which it is divided horizontally

"Flat Waste Bin Contribution" means a contribution in the sum of ONE HUNDRED AND EIGHTY NINE POUNDS AND THIRTY SIX PENCE (£189.36) per Flat where the total contribution shall be calculated in accordance with the following formula

F x £189.36 = £FWBC Index Linked

WHERE

F is the number of Flats to be provided pursuant to the Reserved Matters Approval

£FWBC Index Linked is the Flat Waste Bin Contribution (Index Linked) payable and to be used for the Flat Waste Bin Provision

"Flat Waste Bin Provision" means the appropriate provision of waste bins required to service the Flats, including:

(a) 1100 ltr refuse bins;

(b) 1100ltr recycling bins;

(c) 140ltr lid in lid bins.

"Fourth Advanced Landscaping Contribution"

means a commuted sum contribution in the sum of SEVENTY FIVE POUNDS (£75.00) per Dwelling where the total contribution shall be calculated in accordance with the following formula

D4 x £75 = £LC4 Index Linked

WHERE

D4 is the number of Dwellings in Phase 4 to be provided pursuant to the Reserved Matters Approval

£LC4 Index Linked is the Fourth Advanced Landscaping Contribution (Index Linked) payable and to be used towards the ongoing cost of monitoring, managing and maintaining the Advanced Landscaping

"Fourth Central Open Space Contribution"

means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the Central Open Space the amount of which is to be calculated as follows:

$$\left(\frac{B}{C-D}\right) \times E = A$$

Where:

A is the amount of the Fourth Central Open Space Contribution (Index Linked)

B is the number of Dwellings in Phase 5 (in accordance with the Phase 5 Reserved Matters Approval)

C is 700

D is the number of Dwellings in Phase 1 (in accordance with the Phase 1 Reserved Matters Approval)

E is £290,000.00

"Fourth Secondary Education Contribution"

means a financial contribution towards the cost of extending secondary education provision and/or capacity at Highsted Grammar School for Girls and/or Borden Grammar School for Boys which is to be calculated as follows:

$$(B \times C) + (D \times E) = A$$

Where:

A is the amount of the Fourth Secondary Education Contribution (Index Linked)

B is the number of Applicable Houses in Phase 4 (in accordance with the Phase 4 Reserved Matters Approval)

C is £1028.75

D is the number of Applicable Flats in Phase 4 (in accordance with the with the Phase 4 Reserved Matters Approval)

E is £257.25

"Fourth SUDS Contribution" means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the SUDs the amount of which is to be calculated as follows:

$$\left(\frac{B}{C}\right) \times D = A$$

Where:

A is the amount of the Fourth SUDS Contribution (Index Linked)

B is the number of Dwellings in Phase 4 (in accordance with the Phase 4 Reserved Matters Approval)

C is 700

D is £100,000.00

"Fully Serviced" means provided with all reasonably necessary and sufficient services (including but not limited to foul and surface water drainage and connection to sewerage and connection to pipes cables conduits and media connected to mains services and suitable and of adequate capacity) to enable the relevant buildings built or to be built on the relevant land to be fully used for its intended purpose

"GCN" means Great Crested Newts

"GCN Mitigation Measures" means the area of land within the Land to be laid out and delivered as GCN Mitigation Measures in accordance with the GCN Mitigation Measures Specification (as approved by Natural England) and thereafter maintained for the benefit of the Development

"GCN Mitigation Measures Contribution" means a commuted sum contribution in the sum of FIFTY THOUSAND POUNDS (£50,000.00) Index Linked towards the ongoing cost of monitoring, managing and maintaining the GCN Mitigation Measures

"GCN Mitigation Measures Specification" means the strategy for great crested newts submitted to and approved by licence by Natural England to secure the details and delivery of the GCN Mitigation Measures

"General Building Cost Index" means the General Building Cost Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors

"GIA" means Gross Internal Area as measured in accordance with the 'International Property Measurement Standards: Residential Buildings (IPMS 2 – Residential (Internal))' (September 2016) or any amendment update or variation thereto or any subsequent replacement thereof or such other standard as may be approved by the Royal Institution

of Chartered Surveyors (RICS)

"Halfway Road Junction and Darlington Drive/Parsonage Chase Contribution"	means a contribution in the sum of FORTY THOUSAND POUNDS (£40,000.00) Index Linked towards the Halfway Road Junction and Darlington Drive/Parsonage Chase Works
"Halfway Road Junction and Darlington Drive/Parsonage Chase Works"	means a highway scheme designed to reduce vehicles routing around the Halfway Road/B2008/A250 signal controlled junction and measures to mitigate the impact of traffic on Darlington Drive/Parsonage Chase
"House"	means all Dwellings but excluding Flats
"House Waste Bin Contribution"	means a contribution in the sum of ONE HUNDRED AND THREE POUNDS THIRTY PENCE (£103.30) per House where the total contribution shall be calculated in accordance with the following formula **H x £103.30 = £HWBC Index Linked** WHERE **H** is the number of Houses to be provided pursuant to the Reserved Matters Approval **£HWBC Index Linked** is the House Waste Bin Contribution (Index Linked) payable and to be used for the House Waste Bin Provision
"House Waste Bin Provision"	means the appropriate provision of waste bins required to service the Houses, including: (a) 1 x 240ltr wheeled bin for recycling per House; (b) 1 x 180ltr wheeled bin for refuse per House; (c) 1 x 23ltr food bin per House; (d) 1 x kitchen caddy per House
"Index Linked"	means adjusted by reference to the relevant index pursuant to the provisions of Clause 16
"Interest Rate"	means 4% per annum above the base lending rate of the Bank of England from time to time applicable at the actual date of payment.
"Kickabout Area"	means an area of open space to be used informally for ball games such as football and which may include provision of a single goal structure but which does not require the formal layout of a sports pitch
"Land"	means the land against which this Deed may be enforced as detailed in Schedule 1 and shown for identification

purposes only edged red on the Plan

"LEMP" means the landscaping and ecological management plan, being a scheme submitted to and approved by the Borough Council in accordance with the relevant condition imposed on the Planning Permission setting out procedures and measures to secure the future on-going monitoring management and maintenance of the Maintainable Landscaped Areas

"Libraries Contribution" means a contribution in the sum of FORTY EIGHT POUNDS AND TWO PENCE (£48.02) per Dwelling where the total contribution shall be calculated in accordance with the following formula

D x £48.02 = £LC Index Linked

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£LC Index Linked is the Libraries Contribution (Index Linked) payable and to be used for the Library Facilities

"Library Facilities" means additional library stock required for the new library borrowers generated by the Development and new shelving in Minster-on-Sea library

"Local Area" means all addresses within the County of Kent

"Local Centre" means the local centre facilities to be provided on the Land to include (but not be limited to) the Local Centre Car Park, the Local Centre Retail Facilities and the Local Centre Medical Facilities

"Local Centre Car Park" means the joint car park serving the Local Centre Medical Facilities and the Local Centre Retail Facilities such car park to be provided in general accordance with the County Council's applicable and relevant parking standards and the details of which shall be included in either the Local Centre Medical Facilities RMA or the Local Centre Retail Facilities RMA

"Local Centre Illustrative Plan" means the plan appended to this Deed showing for illustrative purposes only the intended location of the Local Centre (provided always that the final location of the Local Centre shall be determined by the relevant Reserved Matters Approval)

"Local Centre Incentive" means the sum of TWO HUNDRED THOUSAND POUNDS (£200,000.00) to be applied by the Owner to either the

- delivery of the Local Centre Medical Facility; or

- delivery of the Local Centre Retail Facilities

"Local Centre Incentive Balancing Payment" means a payment of the unspent amount of the Local Centre Incentive, being up to TWO HUNDRED THOUSAND POUNDS (£200,000.00) (such amount to be subject to deductions allowed for by paragraph 5.2 of Schedule 5 of this Deed), to be paid to the Borough Council in the event that the provisions of paragraph 5.2 of Schedule 5 of this Deed apply

"Local Centre Medical Facilities" means the medical facilities in the region of 600 sq. m. GIA for the provision of NHS general practitioner services and ancillary and associated services to be provided as part of the Local Centre and the details of which shall be included in the Local Centre Medical Facilities RMA

"Local Centre Medical Facilities RMA" means a reserved matters application which includes proposed details of the Local Centre Medical Facilities

"Local Centre Medical Facilities Transfer Terms" means the proposed key heads of terms for the transfer of the Local Centre Medical Facilities which shall be:

- the transfer of the Local Centre Safeguarded Land for a nominal consideration;
- the transfer of the Local Centre Safeguarded Land in a Fully Serviced condition
- contemporaneous entry into a contract for the construction of the Local Centre Medical Facilities in accordance with an approved Local Centre Medical Facilities RMA

"Local Centre Retail Facilities" means the retail facilities to be provided within the Local Centre which shall comprise:

- in the region of 450 sq. m. GIA of retail floorspace;
- up to three retail units

and which shall be designed in such a way that such space can be provided in the alternative as community space and/or additional residential floorspace subject to the provisions of Schedule 5 hereof

"Local Centre Retail Facilities Marketing Strategy" means a strategy for the marketing of the Local Centre Retail Facilities such strategy to be agreed with the Borough Council in accordance with Schedule 5 hereof and such strategy to include provision for the Disposal of the Local Centre Retail Facilities for a discount relative to the applicable reasonable market consideration for such Disposal

"Local Centre Retail means a reserved matters application which includes

Facilities RMA"	proposed details of the Local Centre Retail Facilities
"Local Centre Safeguarded Land"	means the area of land (being approximately 0.075 hectares) shown illustratively on the Local Centre Safeguarded Land Plan edged blue
"Local Centre Safeguarded Land Plan"	means the plan entitled "New Local Centre Illustrative Masterplan" (Drawing No 1456.31) prepared by jb planning associates and dated 8 July 2019 annexed at Appendix 1
"Local Employment Scheme	means a scheme to be submitted to the Borough Council in accordance with the provisions of Schedule 7
"Local Labour"	means potential employees contractors sub-contractors and consultants resident or located within the Local Area
"Maintainable Landscaped Areas"	means those areas of land within the Land comprising: (a) the Advanced Landscaping; (b) the Phase Open Space and Phase Amenity Landscaping in each Phase; (c) the Central Open Space; (d) the SUDs; (e) the Wallend Cottage Pedestrian and Cycle Link; and (f) GCN Mitigation Measures
"Management Company"	means a company established pursuant to Paragraph 8 of Schedule 6 to inter alia monitor maintain and manage the Maintainable Landscaped Areas in accordance with the LEMP
"Mortgage"	means the registered charge dated 13 November 2017 in favour of Barclays Bank PLC over that part of the Land registered at the Land Registry with title number K175656
"Natural England"	means the executive non-departmental public body established pursuant to the Natural Environment and Rural Communities Act 2006 which is responsible for ensuring that the natural environment is conserved enhanced and managed for the benefit of present and future generations or any successor body that replaces it
"NEAP"	means neighbourhood equipped area for play to be provided in accordance with the FIT Guidance
"NHS Healthcare Contribution"	means a contribution in the sum of EIGHT HUNDRED AND SIXTY FOUR POUNDS (£864.00) per dwelling and is the NHS Healthcare Contribution (Index Linked) payable and to be used for NHS Healthcare Facilities

"NHS Healthcare Facilities"	means the expansion of existing NHS healthcare facilities at Minster Medical Centre, Plover Road, Minster On Sea , Sheerness, Kent, ME12 3LT or the provision of new or expanded facilities on the Land or within a five mile radius of the Development (which for the avoidance of doubt may NOT include professional and other fees and investigative works and studies incurred and/or undertaken by NHS Swale CCG)
"NHS Swale CCG"	means the NHS Swale Clinical Commissioning Group of Bramblefield Clinic, Grovehurst Road, Grovehurst, Sittingbourne, Kent ME10 2ST which is a statutory body established under the Health and Social Care Act 2012 which have the function of commissioning services for the purposes of the health service in England and are treated as NHS bodies for the purposes of the National Health Service Act 2006 or its successor in title or successor to its statutory functions
"Occupy"	means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to site and building security operations and "Occupation" "Occupier" or "Occupied" shall be construed accordingly
"Open Space Disposal Strategy"	means a strategy prepared by the Owner and submitted to the Borough Council for its approval setting out the proposed terms (which for the avoidance of doubt shall include securing the Retained Rights for the Owner) and strategy for the disposal of the Maintainable Landscaped Areas and which shall provide that no disposals thereof shall take place unless and until: • the LEMP has been submitted to and approved by the Borough Council; • the Management Company has been established and a certified copy of the certificate of incorporation of the Management Company together with the memorandum and articles of association and its registered address has been provided to the Borough Council; and or such update variation or replacement thereof as might be agreed from time to time between the Owner and the Borough Council
"Owner"	means the First Owner, Second Owner, Third Owner, Fourth Owner, Fifth Owner, Sixth Owner, Seventh Owner, Eighth Owner, Ninth Owner, Tenth Owner, Eleventh Owner and Twelfth Owner
"Parties"	means the Owner as the context so requires and "Party" means any one of them

"Phase"	means a phase of the Development as identified on the Phasing Plan
"Phase 1"	means phase 1 of the Development comprising approximately 160 Dwellings to be constructed on that part of the Land identified as Phase 1 on the Phasing Plan
"Phase 2"	means phase 2 of the Development comprising approximately 160 Dwellings to be constructed on that part of the Land identified as Phase 2 on the Phasing Plan
"Phase 3"	means phase 3 of the Development comprising approximately 140 Dwellings to be constructed on that part of the Land identified as Phase 3 on the Phasing Plan
"Phase 4"	means phase 4 of the Development comprising approximately 110 Dwellings to be constructed on that part of the Land identified as Phase 4 on the Phasing Plan
"Phase 5"	means phase 5 of the Development comprising approximately 130 Dwellings to be constructed on that part of the Land identified as Phase 5 on the Phasing Plan
"Phase 1 Primary Education Contribution"	means the sum of: (a) FOUR THOUSAND FIVE HUNDRED AND THIRTY FIVE POUNDS (£4,535.00) per Applicable Houses in Phase 1; and (b) ONE THOUSAND ONE HUNDRED AND THIRTY FOUR POUNDS (£1,134.00) per Applicable Flat in Phase 1 (as the case may be) where the total contribution shall be calculated in accordance with the following formula **(AH1 x £4,535.00) + (AF1 x £1,134.00) = £P1PEC Index Linked** WHERE **AH1** is the number of Applicable Houses to be provided in Phase 1 pursuant to the Reserved Matters Approval **AF1** is the number of Applicable Flats to be provided in Phase 1 pursuant to the Reserved Matters Approval **£P1PEC Index Linked** is the Phase 1 Primary Education Contribution (Index Linked) payable to be used for the Primary Education Facilities
"Phase 1 Primary Education Contribution Formula"	means the following formula to be applied to determine the relevant proportion of the Phase 1 Primary Education Contribution to be paid in respect of each of Phases 2-5 (inclusive) in accordance with the provisions of Paragraph 3.1 of Schedule 3:

$$\left(\frac{A}{(B-C)}\right) \times D = E$$

Where:

A = the sum of the number of Applicable Houses and the number of Applicable Flats in the relevant Phase

B = 700

C = the sum of the number of Applicable Houses and the number of Applicable Flats in Phase 1 (in accordance with the Phase 1 Reserved Matters Approval)

D = the Phase 1 Primary Education Contribution

E = proportion of Phase 1 Primary Education Contribution payable (Index Linked) in respect of each of Phases 2-5 (as relevant)

"Phase Amenity Landscaping" means the area of landscaping (including any relevant Ecological Enhancement or Mitigation Measures) within each respective Phase to be laid out and delivered as amenity landscaping in accordance with the Phase Open Space and Amenity Landscaping Specification for that relevant Phase and thereafter maintained for the benefit and use of the public and occupiers of the Development

"Phase Open Space " means the area of open space land within each respective Phase forming part of the minimum provision of Site Open Space to be laid out and delivered as open space (including any relevant Ecological Enhancement or Mitigation Measures), including children's play areas and amenity areas in accordance with the Phase Open Space and Phase Amenity Landscaping Specification for that relevant Phase and thereafter maintained for the benefit and use of the public and occupiers of the Development

"Phase Open Space and Phase Amenity Landscaping Specification" means the scheme to secure the delivery of the Phase Open Space and Phase Amenity Landscpaing for that relevant Phase which shall include (but not be limited to):

i. a plan identifying the:

   a. location;

   b. layout;

   c. size; and

   d. hard and soft landscaping

   of the Phase Open Space and the Phase Amenity Landscaping

ii. a schedule identifying the play equipment to be provided on the Phase Open Space together with a specification thereof; and

iii. a works schedule for the delivery of the Phase Open Space and the Phase Amenity Landscaping

"Phase Open Space and Phase Amenity Landscaping Timetable" means the timetable for implementation of the Phase Open Space and Phase Amenity Landscaping to be submitted to and approved by the Borough Council concurrently with the Reserved Matters Application for each Phase

"Phase Open Space and Phase Amenity Landscaping Contribution" means a commuted sum contribution in the sum of FIVE HUNDRED AND TWENTY THOUSAND POUNDS (£520,000.00) Index Linked towards the ongoing cost of monitoring, managing and maintaining:

- the Phase Open Space; and
- the Phase Amenity Landscaping

"Phasing Plan" means the plan with drawing numbers 1456.21, Version 10 at Appendix 1 with areas shaded and marked "Phase 1", "Phase 2", "Phase 3", "Phase 4", "Phase 5" respectively

"Plan" means the plan entitled marked 'Plan' at Appendix 1

"Planning Permission" means planning permission for the Development to be granted pursuant to the Appeal Decision Letter subject to conditions

"Practical Completion" means the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant to this Deed or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term "Practically Complete" shall be construed accordingly

"Preparatory Operation" means an operation or item of work of or connected with or ancillary to

(a) ground investigations and/or site survey works;

(b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;

(c) construction of boundary fencing or hoardings;

(d) construction of temporary highways accesses;

(e) archaeological investigation;

(f) ecological surveys and investigation

(g) noise attenuation works;

(h) demolition works;

(i) temporary structures and buildings including site offices;

(j) marking or pegging out operations;

(k) landscape clearance works and planning;

(l) remediation works; and

(m) temporary display of advertisements

"Primary Education Contribution" means the sum of

(a) FOUR THOUSAND FIVE HUNDRED AND THIRTY FIVE POUNDS (£4,535.00) per Applicable House and

(b) ONE THOUSAND ONE HUNDRED AND THIRTY FOUR POUNDS (£1,134.00) per Applicable Flat

(as the case may be) where the total contribution shall be calculated in accordance with the following formula

(AH x £4,535.00) + (AF x £1,134.00) = £PEC Index Linked

WHERE

AH is the number of Applicable Houses to be provided pursuant to the relevant Reserved Matters Approval

AF is the number of Applicable Flats to be provided pursuant to the relevant Reserved Matters Approval

£PEC Index Linked is the Primary Education Contribution (Index Linked) payable and to be used for the Primary Education Facilities

"Primary Education Facilities" means the construction of a new two form entry primary school building on land at Rushenden, Queenborough (which for the avoidance of doubt may include professional and other fees and investigative works and studies reasonably incurred and/or undertaken by the County Council)

"Queenborough Road Highways Contribution" means a contribution in the sum of TWENTY THOUSAND POUNDS (£20,000.00) Index Linked

"Queenborough Road Highway Works" means a highway scheme providing improved facilities for walking and cycling along the Queenborough Road between its junction with the A2500 roundabout and the A250

"Rail Travel Voucher" means a voucher in the sum of THREE HUNDRED POUNDS (£300) Index Linked towards the cost of purchasing tickets for travel on the railway

"Reasonable Endeavours" means that the party under such an obligation shall be bound to take such steps that a prudent and determined person would take to attempt to fulfil (and achieve the desired objective of) the relevant obligation by the expenditure of such effort and/or sums of money (including the engagement of such professional or other advisers as in all the circumstances may be reasonable) provided that it does not adversely affect that party's commercial interests

"Reserved Matters Application"	means an application for approval of reserved matters pursuant to the Planning Permission
"Reserved Matters Approval"	means an approval given by the Borough Council to a Reserved Matters Application
"Retained Rights"	means the following rights for the benefit of the Owner (and any adjoining land) to be secured in the transfer terms specified within any transfers pursuant to the Open Space Disposal Strategy: • the right to enter in and upon the Land with or without workmen and vehicles in order to lay, construct, replace, repair and maintain any conduits (being media for the supply or removal of heat, smoke, electricity, gas, water, sewerage, energy, telecommunications, television, data and all other services and utilities and all subterranean structures, machinery and equipment ancillary to those media now or at any time in the future in, under or over the Land on giving (except in the case of emergency) reasonable prior notice to the transferee; • the right to use and to connect into any conduits in, under or over the Land from time to time • the right of passage of water, soil, effluent including gas, fuel, oil, electricity, telephone, telephone signals, television, visual, audio, fax, electronic mail, data, information, communications and other services through the Land through the conduits • the right in common with the transferee, its successor in title and assigns and those authorised by them, to connect to and pass over with or without vehicles (as is consistent with the appropriate and existing use of that roadway or footpath) any roadway or footpath constructed on the Land after the date of the transfer for the purposes of an alternative route of access to and egress from the Owner's retained land the Owner paying a fair and proper proportion of the cost of repair and maintenance incurred from time to time by the transferee or anyone else deriving title to the roadway or footpath under the transferee (and such obligation to pay shall cease once the roadway or footpath is adopted)
"Rugby Club Contribution"	means a contribution in the sum of ONE HUNDRED AND SIXTY THOUSAND POUNDS (£160,000.00) Index Linked

"Rugby Club Facilities" means improvements to changing facilities at Sheppey Rugby Club

"Second Advanced Landscaping Contribution" means a commuted sum contribution in the sum of SEVENTY FIVE POUNDS (£75.00) per Dwelling where the total contribution shall be calculated in accordance with the following formula

D2 x £75.00 = £LC2 Index Linked

WHERE

D2 is the number of Dwellings in Phase 2 to be provided pursuant to the Reserved Matters Approval

£LC2 Index Linked is the Second Advanced Landscaping Contribution (Index Linked) payable and to be used towards the ongoing cost of monitoring, managing and maintaining the Advanced Landscaping

"Second Central Open Space Contribution" means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the Central Open Space the amount of which is to be calculated as follows:

$$\left(\frac{B}{C-D}\right) \times E = A$$

Where:

A is the amount of the Second Central Open Space Contribution (Index Linked)

B is the number of Dwellings in Phase 3 (in accordance with the Phase 3 Reserved Matters Approval)

C is 700

D is the number of Dwellings in Phase 1 (in accordance with the Phase 1 Reserved Matters Approval)

E is £290,000.00

"Second Secondary Education Contribution" means a financial contribution towards the cost of extending secondary education provision and/or capacity at Highsted Grammar School for Girls and/or Borden Grammar School for Boys which is to be calculated as follows:

$$(B \times C) + (D \times E) = A$$

Where:

A is the amount of the Second Secondary Education Contribution (Index Linked)

B is the number of Applicable Houses in Phase 2 (in accordance with the Phase 2 Reserved Matters Approval)

C is £1028.75

D is the number of Applicable Flats in Phase 2 (in accordance with the Phase 2 Reserved Matters Approval)

E is £257.25

"Second SUDS Contribution" means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the SUDs the amount of which is to be calculated as follows:

$$\left(\frac{B}{C}\right) \times D = A$$

Where:

A is the amount of the Second SUDS Contribution (Index Linked)

B is the number of Dwellings in Phase 2 (in accordance with the Phase 2 Reserved Matters Approval)

C is 700

D is £100,000.00

"Secondary Education Contribution" means the First Secondary Education Contribution the Second Secondary Education Contribution the Third Secondary Education Contribution the Fourth Secondary Education Contribution and the Fifth Secondary Education Contribution

"Secretary of State" means the Secretary of State for Housing Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State by the Act

"Section 106 Monitoring Fee" means a contribution in the sum of TWENTY THOUSAND POUNDS (£20,000.00) Index Linked in connection with the monitoring and administration of this Deed

"Shell and Core" means constructed to shell and core standard (in accordance with such Building Regulations requirements applicable at the time) being construction of the base structure and foundations, installation of beams, columns, floor slabs and roof structure, provision of the building envelope with exterior walls, exterior glazing to include shopfront, roof and area separation walls.

"Site Open Space" means the area of land comprising 14.8 hectares within the Land (of which 12.2 hectares shall be delivered on that part of the Land located to the north of Lower Road) to be laid out and delivered as open space and thereafter maintained for the benefit and use of the public and occupiers of the Development

"Social Care Contribution"	means a contribution in the sum of SIXTY POUNDS AND NINE PENCE (£60.09) per Dwelling where the total contribution shall be calculated in accordance with the following formula **D x £60.09 = £SCC Index Linked** WHERE **D** is the number of Dwellings to be provided pursuant to the Reserved Matters Approval **£SCC** Index Linked is the Social Care Contribution (Index Linked) payable and to be used for the Social Care Provision
"Social Care Provision"	means the provision of a changing place facility at Sheppey Healthy Living Centre
"SPA Mitigation Contribution"	means the sum of TWO HUNDRED AND FORTY FIVE POUNDS AND FIFTY SIX PENCE (£245.56) per Dwelling where the total contribution shall be calculated in accordance with the following formula **D x £245.56 = £SPA Index Linked** WHERE **D** is the number of Dwellings to be provided pursuant to the Reserved Matters Approval **£SPA Index Linked** is the SPA Mitigation Contribution payable
"SPA Mitigation Measures"	means the strategic mitigation measures employed by the Borough Council and the County Council to avoid adverse effects on the Special Protection Area comprising some or all of the following elements: (a) provision of wardens (b) visitor access management (c) site protection including fencing (d) habitat improvements and/or management (e) education (f) enforcement (g) codes of conduct (h) interpretation and signage (i) dog project – to include education and involvement of dog owners

(j) monitoring of birds and visitors and the effectiveness of mitigation measures

(k) provision of alternative natural greenspace sites

or such other mitigation measures as may be required by Natural England

"SPA Strategy" means the 'Thames, Medway & Swale Estuaries – Strategic Access Management and Monitoring Strategy' dated 22 July 2014 (or any modification of amendment thereto or replacement thereof)

"Special Protection Area" means

(a) the Thames Estuary and Marshes Special Protection Area and Ramsar Site

(b) the Medway Estuary and Marshes Special Protection Area and Ramsar Site

(c) The Swale Special Protection Area and Ramsar Site

designated under the Ramsar Convention and Directive 2009/147/EC of the European Parliament and of the Council of 30 November 2009 on the conservation of wild birds (the codified version of Council Directive 79/409/EEC as amended) and implemented pursuant to the Wildlife & Countryside Act 1981 (as amended) and The Conservation of Habitats and Species Regulations 2010 (as amended) and the acronym "SPA" shall be construed accordingly

"Statutory Undertakers" means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator

"SUDs" means the areas of land within the Land to be laid out and delivered as a sustainable drainage system (including any relevant Ecological Enhancement Measures) in accordance with the SUDs Specification and thereafter maintained for the benefit of the Development

"SUDs Operation and Maintenance Manual" means the SUDs operation and maintenance manual submitted to and approved by the Borough Council in accordance with the relevant condition imposed on the Planning Permission to secure the details of the future operation, maintenance requirements and maintenance arrangements of the SUDs

"SUDs Phasing Plan" means the phasing plan for the SUDs submitted to and approved by the Borough Council in accordance with the Planning Permission

"SUDs Specification" means the strategy submitted to and approved by the Borough Council in accordance with the Planning Permission to secure the details and delivery of the SUDs

"SUDs Verification means the verification report pertaining to the surface water

Report"

drainage system submitted to and approved by the Borough Council in accordance with the relevant condition imposed on the Planning Permission demonstrating the suitable operation of the SUDs

"Third Advanced Landscaping Contribution"

means a commuted sum contribution in the sum of SEVENTY FIVE POUNDS (£75.00) per Dwelling where the total contribution shall be calculated in accordance with the following formula

D3 x £75.00 = £LC3 Index Linked

WHERE

D3 is the number of Dwellings in Phase 3 to be provided pursuant to the Reserved Matters Approval

£LC3 Index Linked is the Third Advanced Landscaping Contribution (Index Linked) payable and to be used towards the ongoing cost of monitoring, managing and maintaining the Advanced Landscaping

"Third Central Open Space Contribution"

means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the Central Open Space the amount of which is to be calculated as follows:

$$\left(\frac{B}{C-D}\right) \times E = A$$

Where:

A is the amount of the Third Central Open Space Contribution (Index Linked)

B is the number of Dwellings in Phase 4 (in accordance with the Phase 4 Reserved Matters Approval)

C is 700

D is the number of Dwellings in Phase 1 (in accordance with the Phase 1 Reserved Matters Approval)

E is £290,000.00

"Third Secondary Education Contribution"

means a financial contribution towards the cost of extending secondary education provision and/or capacity at Highsted Grammar School for Girls and/or Borden Grammar School for Boys which is to be calculated as follows:

$$(B \times C) + (D \times E) = A$$

Where:

A is the amount of the Third Secondary Education Contribution (Index Linked)

B is the number of Applicable Houses in Phase 3 (in

accordance with the Phase 3 Reserved Matters Approval)

C is £1028.75

D is the number of Applicable Flats in Phase 3 (in accordance with the Phase 3 Reserved Matters Approval)

E is £257.25

"Third SUDS Contribution" means a financial contribution towards the ongoing cost of monitoring, managing and maintaining the SUDs the amount of which is to be calculated as follows:

$$\left(\frac{B}{C}\right) \times D = A$$

Where:

A is the amount of the Third SUDS Contribution (Index Linked)

B is the number of Dwellings in Phase 3 (in accordance with the Phase 3 Reserved Matters Approval)

C is 700

D is £100,000.00

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)

"Wallend Cottages Pedestrian and Cycle Link" means the area of land within the Land to be laid out and delivered as a pedestrian link (including any relevant Ecological Enhancement or Mitigation Measures) in accordance with the Wallend Cottage Pedestrian and Cycle Link Specification and thereafter maintained for the benefit and use of the public and occupiers of the Development

"Wallend Cottages Pedestrian and Cycle Link Contribution" means a commuted sum contribution in the sum of TWENTY THOUSAND POUNDS (£20,000.00) Index Linked towards the ongoing cost of monitoring, managing and maintaining the Wallend Cottage Pedestrian and Cycle Link

"Wallend Cottages Pedestrian and Cycle Link Specification" means a scheme to secure the delivery of the Wallend Cottages Pedestrian and Cycle Link such scheme to include (but not be limited to):

i. a plan identifying the extent layout and area of the Wallend Cottages Pedestrian and Cycle Link and the access for the general public to the Wallend Cottages Pedestrian and Cycle Link

ii. a specification for the Wallend Cottages Pedestrian and Cycle Link

iii. a works schedule for the delivery of the Wallend Cottages Pedestrian and Cycle Link

"Working Day"	means a day which is not a Saturday Sunday or bank holiday in England
"Youth Services Contribution"	means a contribution in the sum of THIRTY SEVEN POUNDS AND FIFTY EIGHT PENCE (£37.58) per Dwelling where the total contribution shall be calculated in accordance with the following formula **D x £37.58 = £YSC Index Linked** WHERE **D** is the number of Dwellings to be provided pursuant to the Reserved Matters Approval **£YSC Index Linked** is the Youth Services Contribution (Index Linked) payable and to be used for the Youth Services Contribution
"Youth Services Facilities"	means Sheerness Youth Centre

2. Interpretation

2.1 A reference to any Clause, Plan, Paragraph, Schedule, Appendix or Recital such reference is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed

2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed

2.3 Words importing the singular include the plural and vice versa

2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa

2.5 Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner

2.6 Reference to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Borough Council and the County Council shall include any successor to its statutory functions

2.7 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individual severally

2.8 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction

2.9 References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time

2.10 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to herein the terms conditions and provisions of this Deed shall prevail

2.11 Any words following the terms including include in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms

3. Legal Basis

3.1 This Deed is made pursuant to section 106 of the 1990 Act

3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed

3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act

3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act

3.2.3 relate to the Land

3.2.4 are entered into with intent to bind the Owner's interest(s) in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come

3.2.5 are enforceable by the Borough Council and the County Council as local planning authorities

3.2.6 are executed by the Owner

4. Conditionality

4.1 With the exception of this Clause 4 (*Conditionality*) and Clause 1 (*Definitions*), Clause 2 (*Interpretation*), Clause 3 (*Legal Basis*), Clause 5.2, and Clause 6 (*Release and Exclusions*) Clause 20 (*Delivery*) Clause 22 (*Mortgage*) inclusive (which take effect immediately on the date of this Deed) this Deed is conditional upon:-

4.1.1 the grant and issue of the Planning Permission pursuant to the Appeal Decision Letter; and

4.1.2 Commencement of Development

4.2 In the event that the inspector appointed by the Secretary of State in relation to the Appeal:-

4.2.1 is not fully satisfied that one or more of the provisions of this Deed is in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010; and/or

4.2.2 imposes a condition upon the Permission instead of one or more of the planning obligations in this Deed;

then the said provisions of this Deed shall thereafter have no legal effect but the remainder of the planning obligations in this Deed (if any) shall remain legally effective and binding.

5. Covenants and Obligations of the Owner to the Borough Council and the County Council

5.1 The Owner covenants with the Borough Council and the County Council to perform and observe the covenants obligations restrictions and requirements contained herein

5.2 The Owner shall permit the Borough Council and the County Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed SUBJECT TO compliance by the Borough Council and the County Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice

5.3 The Owner covenants to pay to the Borough Council:

5.3.1 50% of the Section 106 Monitoring Fee before Occupation of any Dwellings in the Development; and

5.3.2 50% of the Section 106 Monitoring Fee before Occupation of 350 Dwellings in the Development.

5.4 The Owner covenants that it shall not:

5.4.1 Occupy any dwellings in the Development unless and until 50% of the Section 106 Monitoring Fee has been paid to the Borough Council; and

5.4.2 Occupy more than 349 Dwellings in the Development unless and until the further 50% of the Section 106 Monitoring Fee has been paid to the Borough Council

6. Release and exclusions

The obligations contained in this Deed shall not be binding upon nor enforceable against

6.1 any Statutory Undertaker with any existing interest in any part of the Land or acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services

6.2 no person shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the Borough Council or the County Council in relation to any subsisting or any antecedent breach non-performance or non-observance arising prior to parting with such interest

6.3 any owner and/or occupier and/or tenant of a Dwelling and the mortgagees and chargees thereof

7. Determination of the Planning Permission

7.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to Commencement of Development without the consent of the Owner

7.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification variation or amendment thereof) granted after the date of this Deed

8. Notices

8.1 Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that

8.1.1 it shall notify the Borough Council and the County Council promptly and in any event within 5 Working Days of the actual date of Commencement of each Phase of the Development;

8.1.2 it shall provide the Borough Council and the County Council with no less than 20 Working Days prior notice of the intended date of Occupation of the first Occupation on each Phase of the Development and the Owner shall not Occupy that Phase of the Development unless and until this notice has been provided to the Borough Council and the County Council

8.1.3 where the terms of this Deed provide for a restriction on Occupation of a specified number of Dwellings it shall notify the Borough Council and the County Council promptly and in any event within 5 Working Days of the actual date of Occupation of that specified number of Dwellings (as the case may be)

8.1.4 it shall provide the Borough Council and the County Council with the final Certificate of Practical Completion for each Phase of the Development within 10 working days after the issue of the said Certificate

9. Local Land Charge

9.1 This Deed is a local land charge and shall be registered as such

10. Successors in Title

10.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the Borough Council and the County Council (as relevant) to the intent that (subject to Clause 6) the obligations in this Deed be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof

11. Powers of the Borough Council and the County Council

11.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the Borough Council or the County Council under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of their functions as local authorities

12. Severability

12.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question

13. Rights of Third Parties

13.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed save for the successors in title to the Parties and in the case of the Borough Council and the County Council the successor to its statutory functions

14. Change of Ownership and New Interest

14.1 The Owner warrants that

14.1.1 they have full authority to enter into this Deed

14.1.2 no person other than the persons identified in Schedule 1 has any legal or equitable interest in the Land other than:

14.1.2.1 in respect of the Fifth Owner and the Sixth Owner who hold their stated interest in the Land as trustees of the Lord Harris ~~1996~~ 1966 MB. Settlement and not in their personal capacity; and

14.1.2.2 Barclays Bank PLC in respect of the Mortgage.

14.2 The Owner or a Party (as relevant) shall give the Borough Council and the County Council immediate written notice of any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all (in the case of the Owner) or any part of the Land or change in ownership of any of its interests or the relevant Party's interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give

14.2.1 the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address) and

14.2.2 the nature and extent of the interest disposed of by reference to a plan

14.3 in the event that the Owner's existing interest in the Land shall be determined (whether by surrender merger forfeiture or otherwise) and the Owner shall acquire another interest in the Land (written notice of which shall be given to the Borough Council and the County Council) and the Planning Permission shall have either been Implemented or shall remain capable of Implementation then the Owner as the case may be will within twenty-eight (28) days from a written request from the Borough Council and the County Council execute or procure the execution of another Deed on the same terms mutatis mutandis as this Deed

15. Waiver

15.1 No waiver (whether expressed or implied) by the Borough Council and the County Council (as relevant) of any breach or default or delay in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council and the County Council (as relevant) from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

16. Indexation

16.1 All the financial contributions payable pursuant to this Deed shall be Index Linked

16.2 The Borough Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index figure immediately preceding the date of this Deed and the quarterly index figure for the quarter immediately preceding the date of actual payment

16.3 The County Council Contributions (excluding the Queenborough Road Highways Contribution and the Halfway Road Junction and Darlington Drive/Parsonage Chase Contribution) payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the General Building Cost Index between October 2016 (index 328.6) and the monthly index figure for the month of the date of actual payment

16.4 The Queenborough Road Highways Contribution and the Halfway Road Junction and Darlington Drive/Parsonage Chase Contribution, payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the BCIS General Civil Engineering Cost Index between the monthly index figure immediately preceding the date of this Deed and the monthly index figure for the month of the date of actual payment

16.5 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Borough Council or the County Council as appropriate or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council or the County Council as appropriate shall approve

17. Interest

17.1 If any sum or amount due under this Deed has not been paid to the Borough Council or the County Council as appropriate by the date it is due the Owner shall pay the Borough Council or the County Council as appropriate interest on that amount at the Interest Rate for the period from the date payment is due to and including the date of payment

18. VAT

18.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT

18.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Owner making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice

19. Jurisdiction

19.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

19.2 The Owner irrevocably submits to the exclusive jurisdiction of the courts of England and Wales

20. Delivery

20.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

21. Fifth Owner and Sixth Owner

21.1 The Fifth Owner and Sixth Owner are trustees without any beneficial interest in the Land, and their liability under the obligations entered into by them in this agreement is limited to the assets of the trust for the time being vested in them in their capacity as trustees of the Lord Harris ~~1996~~ 1966 MB Settlement and the obligations shall not impose any personal liability on the Fifth Owner and Sixth Owner or either of them or any successor trustee for the time being or their respective personal representatives, estates or effects).

22. Mortgagee

22.1 The Owner shall seek the formal discharge of the Mortgage and its removal from the title register of title number K175656 by the Land Registry as soon as reasonably practicable after the date of this Deed.

22.2 The Owner shall not suffer or permit Commencement of Development until such time as:

22.2.1 The Mortgage has been formally discharged and removed from the title register of title number K175656 pursuant to an application made to the Land Registry for its removal;

22.2.2 The Owner has submitted to the Borough Council and the County Council an updated title register for title number K175656 which no longer shows the Mortgage as registered against title number K175656

SCHEDULE 1

The Land

The land against which this Deed is enforceable comprises all that land and premises situated to the west of Barton Hill Drive, Minster as shown on the Plan of which

1. The First Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number K678872

2. The Second Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title numbers K175656 and K804153.

3. The Third Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title numbers K175656 and K804153.

4. The Fourth Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title numbers K175656 and K804153.

5. The Fifth Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number K929496

6. The Sixth Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number K929496

7. The Seventh Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title numbers K549375, K598958 and K601507

8. The Eighth Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title numbers K549375, K598958 and K601507

9. The Ninth Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title numbers K549375, K598958 and K601507

10. The Tenth Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number TT10848

11. The Eleventh Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number TT10848

12. The Twelfth Owner is the registered proprietor with freehold title absolute of part of the freehold land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number TT10849

SCHEDULE 2

Phasing

1. **Phasing**

1.1 The Owner covenants not to carry out the Development otherwise than in general accordance with the Phasing Plan

1.2 The Owner covenants that it shall not Commence Development of any Phase of the Development unless and until it has submitted to the Borough Council as part of the Reserved Matters Application for that Phase and had approved in writing:

1.2.1 the number of Dwellings within that Phase;

1.2.2 the Dwelling types (including bedroom numbers and whether a House or Flat, and or an Applicable House or Applicable Flat) within that Phase;

1.2.3 the internal layout of the Dwellings within that Phase;

1.2.4 the layout of internal access roads, footpaths, cycleways and parking in that Phase;

1.2.5 the extent and layout of the open space areas, play areas and landscaping in that Phase;

1.2.6 the extent and layout of any other facilities within that Phase

SCHEDULE 3

Financial Contributions

1. **Community Learning Contribution**

1.1 The Owner covenants that it shall pay to the County Council the Community Learning Contribution for each respective Phase of the Development before Occupation of more than 50% of Dwellings in that Phase

1.2 The Owner covenants that it shall not Occupy more than 50% of Dwellings in any Phase of the Development unless and until the Community Learning Contribution has been paid to the County Council in respect of that Phase

2. **Libraries Contribution**

2.1 The Owner covenants that it shall pay to the County Council the Libraries Contribution for each respective Phase of the Development before Occupation of more than 50% of Dwellings in that Phase

2.2 The Owner covenants that it shall not Occupy more than 50% of Dwellings in any Phase of the Development unless and until the Libraries Contribution has been paid to the County Council in respect of that Phase

3. **Primary Education Contribution**

3.1 The Owner covenants that it shall pay to the County Council the Primary Education Contribution in four instalments as follows:

3.1.1 the first instalment, being the sum of:

3.1.1.1 the amount of the Primary Education Contribution in respect of Phase 2; and

3.1.1.2 the relevant amount of the Phase 1 Primary Education Contribution due in respect of Phase 2 as calculated in accordance with the Phase 1 Primary Education Contribution Formula

prior to the Occupation of more than 75% of Dwellings in Phase 2;

3.1.2 the second instalment, being the sum of:

3.1.2.1 the amount of the Primary Education Contribution in respect of Phase 3; and

3.1.2.2 the relevant amount of the Phase 1 Primary Education Contribution due in respect of Phase 3 as calculated in accordance with the Phase 1 Primary Education Contribution Formula

prior to the Occupation of more than 75% of Dwellings in Phase 3;

3.1.3 the third instalment, being the sum of:

3.1.3.1 the amount of the Primary Education Contribution in respect of Phase 4; and

3.1.3.2 the relevant amount of the Phase 1 Primary Education Contribution due in respect of Phase 4 as calculated in accordance with the Phase 1 Primary Education Contribution Formula

prior to the Occupation of more than 75% of Dwellings in Phase 4;

3.1.4 the fourth instalment, being the sum of:

3.1.4.1 the amount of the Primary Education Contribution in respect of Phase 5; and

3.1.4.2 the relevant amount of the Phase 1 Primary Education Contribution due in respect of Phase 5 as calculated in accordance with the Phase 1 Primary Education Contribution Formula

prior to the Occupation of more than 75% of Dwellings in Phase 5;

3.2 The Owner covenants that it shall not Occupy more than 75% of Dwellings in any of Phases 2, 3, 4 and 5 unless and until the instalment of the Primary Education Contribution for that Phase has been paid to the County Council but for the avoidance of doubt no payment in respect of the Primary Education Contribution shall be required to be paid prior to the Occupation of more than 75% of the Dwellings in Phase 2

4. Secondary Education Contribution

4.1 The Owner covenants that it shall pay to the County Council the Secondary Education Contribution in five instalments as follows:

4.1.1 The First Secondary Education Contribution before Occupation of more than 50% of the Dwellings in Phase 1;

4.1.2 The Second Secondary Education Contribution before Occupation of more than 50% of the Dwellings in Phase 2;

4.1.3 The Third Secondary Education Contribution before Occupation of more than 50% of the Dwellings in Phase 3;

4.1.4 The Fourth Secondary Education Contribution before Occupation of more than 50% of the Dwellings in Phase 4;

4.1.5 The Fifth Secondary Education Contribution before Occupation of more than 50% of the Dwellings in Phase 5;

4.2 The Owner covenants that it shall not suffer or permit the Occupation of more than 50% of the Dwellings in each Phase until the relevant part of the Secondary Education Contribution has first been paid to the County Council in accordance with paragraphs 4.1.1-4.1.5 (inclusive) above.

5. Youth Services Contribution

5.1 The Owner covenants that it shall pay to the County Council the Youth Services Contribution for each respective Phase of the Development before Occupation of more than 50% of Dwellings in that Phase

5.2 The Owner covenants that it shall not Occupy more than 50% of Dwellings in any Phase of the Development unless and until the Youth Services Contribution has been paid to the County Council in respect of that Phase

6. **Social Care Contribution**

6.1 The Owner covenants that it shall pay to the County Council the Social Care Contribution for each respective Phase of the Development before Occupation of more than 50% of Dwellings in that Phase

6.2 The Owner covenants that it shall not Occupy more than 50% of Dwellings in any Phase of the Development unless and until the Social Care Contribution has been paid to the County Council in respect of that Phase

7. **Halfway Road Junction and Darlington Drive/Parsonage Chase Contribution**

7.1 The Owner covenants that it shall pay to the County Council the Halfway Road Junction and Darlington Drive/Parsonage Chase Contribution before Occupation of 350 Dwellings

7.2 The Owner covenants that it shall not Occupy more than 350 Dwellings unless and until the Halfway Road Junction and Darlington Drive/Parsonage Chase Contribution has been paid to the County Council

8. **Queenborough Road Highways Contribution**

8.1 The Owner covenants that it shall pay to the County Council the Queenborough Road Highways Contribution before Occupation of 350 Dwellings

8.2 The Owner covenants that it shall not Occupy more than 350 Dwellings unless and until the Queenborough Road Highways Contribution has been paid to the County Council

9. **Public Transport Incentives**

9.1 The Owner covenants that before completion of the legal transfer or grant of the tenancy of any Dwelling it shall:

9.1.1 offer to and (if the Occupier in its absolute discretion accepts the offer) provide to the Occupier of each Dwelling, either:

9.1.1.1 the Cycle Voucher; or

9.1.1.2 the Bus Voucher; or

9.1.1.3 the Rail Travel Voucher; and

9.1.2 notify the Borough Council and the County Council in writing of any of the travel incentives provided pursuant to Paragraph 9.1.1 by way of a statement to be issued to the Borough Council and the County Council annually the first such statement to be issued on the date being one calendar year after the first Occupation of any Dwelling

9.2 The Owner covenants that it shall not allow completion of the legal transfer or grant of the tenancy of any Dwelling unless and until:

9.2.1 either the Cycle Voucher, the Bus Voucher or the Rail Travel Voucher has been offered to and (at the Occupier's absolute discretion) provided to the Occupier of each Dwelling; and

9.2.2 it has notified the Borough Council and the County Council in writing of any of the travel incentives provided pursuant to Paragraph 9.1.2

10. **NHS Healthcare Contribution**

10.1 The Owner covenants that it shall pay to the Borough Council the first 50% of the NHS Healthcare Contribution for each respective Phase of the Development before first Occupation of any of the Dwellings in that Phase.

10.2 The Owner covenants that it shall not suffer or permit first Occupation of any of the Dwellings in any Phase of the Development unless and until the first 50% amount of the NHS Healthcare Contribution for that Phase has been paid to the Borough Council

10.3 The Owner covenants that it shall pay to the Borough Council the second 50% of the NHS Healthcare Contribution for each respective Phase of the Development before 50% of the Dwellings in that Phase are Occupied

10.4 The Owner covenants that it shall not Occupy more than 50% of the Dwellings in any Phase of the Development unless and until the full amount of the NHS Healthcare Contribution for that Phase has been paid to the Borough Council

11. **Waste Bin Contributions**

11.1 The Owner covenants that it shall pay to the Borough Council:

11.1.1 25% of the House Waste Bin Contribution for each respective Phase before Commencement of Development for that Phase; and

11.1.2 25% of the House Waste Bin Contribution for each respective Phase of the Development before Occupation of 25% of Dwellings in the Phase; and

11.1.3 25% of the House Waste Bin Contribution for each respective Phase of the Development before Occupation of 50% of Dwellings in the Phase; and

11.1.4 25% of the House Waste Bin Contribution for each respective Phase of the Development before Occupation of 75% of Dwellings in the Phase; and

11.2 The Owner covenants that it shall not:

11.2.1 Commence Development of any Phase unless and until 25% of the House Waste Bin Contribution for that Phase has been paid to the Borough Council in respect of that Phase; and

11.2.2 Occupy more than 25% of the Dwellings in any Phase unless and until 25% of the House Waste Bin Contribution for that Phase has been paid to the Borough Council; and

11.2.3 Occupy more than 50% of the Dwellings in any Phase unless and until the House Waste Bin Contribution for that Phase has been paid to the Borough Council

11.2.4 Occupy more than 75% of the Dwellings in any Phase unless and until the final 25% of the House Waste Bin Contribution for that Phase has been paid to the Borough Council

11.3 The Owner covenants that it shall pay to the Borough Council:

11.3.1 25% of the Flat Waste Bin Contribution for each respective Phase before Commencement of Development for that Phase; and

11.3.2 25% of the Flat Waste Bin Contribution for each respective Phase of the Development before Occupation of 25% of Dwellings in that Phase; and

11.3.3 25% of the Flat Waste Bin Contribution for each respective Phase before Occupation of 50% of Dwellings in that Phase; and

11.3.4 25% of the Flat Waste Bin Contribution for each respective Phase before Occupation of 75% of Dwellings in that Phase

11.4 The Owner covenants that it shall not:

11.4.1 Commence Development of any Phase unless 25% of the Flat Waste Bin Contribution for that Phase has been paid to the Borough Council; and

11.4.2 Occupy more than 25% of the Dwellings in any Phase unless 25% of the Flat Waste Bin Contribution for that Phase has been paid to the Borough Council;

11.4.3 Occupy more than 50% of the Dwellings in any Phase unless 25% of the Flat Waste Bin Contribution for that Phase has been paid to the Borough Council; and

11.4.4 Occupy more than 75% of the Dwellings in any Phase unless the final 25% of the Flat Waste Bin Contribution for that Phase has been paid to the Borough Council

12. **Rugby Club Contribution**

12.1 The Owner covenants that it shall pay to the Borough Council:

12.1.1 The first 50% of the Rugby Club Contribution before Occupation of 161 Dwellings in the Development; and

12.1.2 The final 50% of the Rugby Club Contribution before Occupation of 321 Dwellings in the Development;

12.2 The Owner covenants that it shall not:

12.2.1 Occupy more than 161 Dwellings in the Development unless and until 50% of the Rugby Club Contribution has been paid to the Borough Council; and

12.2.2 Occupy more than 321 Dwellings in the Development unless and until the final 50% of the Rugby Club Contribution has been paid to the Borough Council

SCHEDULE 4

Special Protection Area

1. **SPA Mitigation Contribution**

1.1 The Owner covenants that it shall pay to the Borough Council the SPA Mitigation Contribution for each respective Phase of the Development before Occupation of any Dwelling in that Phase

1.2 The Owner shall not Occupy any Dwelling in any Phase of the Development unless and until it has paid to the Borough Council the SPA Mitigation Contribution in respect of that Phase

1.3 Following Occupation of any Dwelling in any Phase in the Development the Owner shall not seek repayment of the SPA Mitigation Contribution or any part thereof

1.4 In the event that either the SPA Strategy and/or the advice from Natural England and/or the payment of the SPA Mitigation Contribution are the subject of legal challenge the Owner shall not require the Borough Council to repay the SPA Mitigation Contribution or any part thereof

SCHEDULE 5

Local Centre

1. Local Centre

1.1 The Owner covenants that the final proposed location of the Local Centre (which shall be located within Phase 1) shall be included within the Reserved Matters Application for or including Phase 1 such location to be in general accordance with the location identified on the Local Centre Illustrative Plan;

1.2 The Owner shall not submit any Reserved Matters Application for or including Phase 1 which does not include the final proposed location of the Local Centre

1.3 In the event that:

1.3.1 the Local Centre location included within any relevant Reserved Matters Application for or including Phase 1 is materially different to that shown on the Local Centre Illustrative Plan; and

1.3.2 to the extent that such revised plan is not already included within the relevant Reserved Matters Application;

then the Owner shall submit a revised Local Centre Safeguarded Land Plan to the Borough Council for approval which illustrates the proposed revised location of the Local Centre Safeguarded Land

1.4 In the event that paragraph 1.3 above applies then the Owner shall not Commence Development of Phase 1 until such time as the revised Local Centre Safeguarded Land Plan has been submitted to and approved by the Borough Council

2. Local Centre Medical Facilities

2.1 The Owner covenants as follows in relation to the Local Centre Medical Facilities

2.1.1 Subject to paragraph 2.1.3 the Owner shall keep clear and not construct any permanent building or structure on the Local Centre Safeguarded Land other than the Local Centre Medical Facilities;

2.1.2 In the event that the Local Centre Medical Facilities are not under construction as at the point of first Occupation of the Phase in which the Local Centre Safeguarded Land is located the Owner shall prior to Occupation of the said Phase provide temporary soft landscaping of the Local Centre Safeguarded Land and shall keep it in good and tidy condition PROVIDED ALWAYS THAT the Owner shall not be required to provide public access to the Local Centre Safeguarded Land;

2.1.3 In the event that the Owner has been unable to secure the transfer of the Local Centre Safeguarded Land on the Local Centre Medical Facilities Transfer Terms by the date of Occupation of the 650th Dwelling the provisions of paragraphs 2.1.1 and 2.1.2 shall no longer apply and the Owner shall be permitted (subject to obtaining planning permission as necessary) to use the Local Centre Safeguarded Land for uses other than the Local Centre Medical Facilities

3. Local Centre Retail Facilities

3.1 The Owner shall submit or procure the submission of a Local Centre Retail Facilities RMA to the Borough Council on or prior to the date of first Occupation of the 380th Dwelling

3.2 The Owner shall not suffer or permit first Occupation of more than 379 Dwellings prior to the submission of a Local Centre Retail Facilities RMA to the Borough Council

3.3 The Owner shall submit or procure the construction of the Local Centre Retail Facilities RMA to Shell and Core Finish on or prior to the date of first Occupation of the 485th Dwelling

3.4 The Owner shall not suffer or permit first Occupation of more than 484 Dwellings unless and until the Local Centre Retail Facilities have been constructed to Shell and Core finish

3.5 The Owner shall submit the Local Centre Retail Facilities Marketing Strategy to the Borough Council for approval alongside the Local Centre Retail Facilities RMA and prior to the commencement of marketing of the Local Centre Retail Facilities

3.6 The Owner shall not suffer or permit the marketing of the Local Centre Retail Facilities prior to the approval of the Local Centre Retail Facilities Marketing Strategy by the Borough Council

3.7 The Owner shall market the Local Centre Retail Facilities in accordance with the Local Centre Retail Facilities Marketing Strategy approved by the Borough Council unless otherwise agreed in writing with the Borough Council from the date of the Borough Council providing written notice to the Owner of the approval of the Local Retail Facilities RMA until the date of first Occupation of the 650th Dwelling

3.8 In the event that the Local Centre Retail Facilities are not Disposed of by the date of first Occupation of the 650th Dwelling (or such other date as might be agreed in writing with the Borough Council) then the provisions of this Paragraph 3 shall no longer apply and the Owner shall be permitted (subject to obtaining planning permission as necessary) to use the part of the Local Centre Retail Facilities which are not Disposed of as at that date for uses other than the Local Centre Retail Facilities

4. Local Centre Car Park

4.1 The Owner covenants to include details of the proposed Local Centre Car Park within whichever is the first to be submitted of:

4.1.1 the Local Centre Retail Facilities RMA; or

4.1.2 the Local Centre Medical Facilities RMA

4.2 The Owner shall provide the Local Centre Car Park in accordance with the details of the relevant approved RMA and prior to first Occupation of whichever is the first to be Occupied of the Local Centre Medical Facilities and the Local Centre Retail Facilities

4.3 The Owner shall not suffer or permit the first Occupation of the Local Centre Medical Facilities or the Local Centre Retail facilities before first having provided the Local Centre Car Park in accordance with the details of the relevant approved RMA

5. Local Centre Incentive

The Owner shall concurrently with the submission of the Local Centre Retail Facilities Marketing Strategy submit to the Borough Council for its approval a document setting out how the Local Centre Incentive is to be applied/spent (and later provide evidence of how the Local Centre Incentive was applied/spent) on the provision of:

5.1.1 the Local Centre Medical Facilities; or

5.1.2 the Local Centre Retail Facilities

5.2 In the event that the provisions paragraphs 2.1.3 or 3.8 above both apply then:

5.2.1 the Owner shall not apply the Local Centre Incentive; and

5.2.2 shall instead pay the Local Centre Incentive Balancing Payment to the Borough Council as a contribution towards improvements to improved public transport provision to the Development

PROVIDED ALWAYS THAT the amount of the Local Centre Incentive Balancing Payment:

5.2.3 shall not exceed TWO HUNDRED THOUSAND POUNDS (£200,000.00); and

5.2.4 shall allow for the deduction of the Owner's reasonably incurred costs (with evidence) in association with complying with the requirements of paragraphs 2.1 and 3.1 - 3.7 (inclusive) above to be deducted from such amount (such deduction not to exceed ONE HUNDRED THOUSAND POUNDS (£100,000.00)).

SCHEDULE 6

On Site Public Open Space and Landscaping

1. Advanced Landscaping

The Owner hereby covenants with the Borough Council as follows:

Advanced Landscaping Contribution

1.1 The Owner shall pay the Advanced Landscaping Contributions to the Management Company as follows:

1.1.1 the First Advanced Landscaping Contribution on or prior to whichever is the earlier of:

1.1.1.1 first Occupation of the 50th dwelling in Phase 1; or

1.1.1.2 first Occupation of 100 Dwellings across the Development;

1.1.2 the Second Advanced Landscaping Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 2;

1.1.3 the Third Advanced Landscaping Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 3;

1.1.4 the Fourth Advanced Landscaping Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 4;

1.1.5 the Fifth Advanced Landscaping Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 5;

AND the Owner shall not suffer or permit the Occupation of more than the number of Dwellings specified in each of paragraphs 1.1.1-1.1.5 above until such time as the relevant Advanced Landscaping Contribution has been paid to the Management Company.

Disposal of the Advanced Landscaping

1.2 The Owner shall dispose of the Advanced Landscaping to the Management Company in accordance with the approved Open Space Disposal Strategy after the completion of the Advanced Landscaping in accordance with the Advanced Landscaping Strategy and by not later than the date of first Occupation of the 50th dwelling in Phase 1.

1.3 The Owner shall not suffer or permit first Occupation of more than 50 Dwellings in Phase 1 unless and until the Advanced Landscaping has been disposed of to the Management Company in accordance with the Open Space Disposal Strategy.

2. Site Open Space

2.1 The Owner covenants with the Borough Council to provide the minimum required Site Open Space Land as part of the Development

3. Central Open Space

Central Open Space Specification

3.1 The Owner shall submit the Central Open Space Specification alongside the Phase 2 Reserved Matters Application and shall not suffer or permit the Commencement of Phase 2 unless and until the Central Open Space Specification has been approved by the Borough Council.

Laying Out of the Central Open Space

3.2 The Owner shall

3.2.1 deliver the Central Open Space in accordance with the Central Open Space Specification and shall not suffer or permit whichever is the earlier of:

3.2.1.1 first Occupation of more than 95% of the Dwellings in Phase 2; or

3.2.1.2 first Occupation of more than 300 Dwellings across the Development

unless and until the Central Open Space has been so delivered; and

3.2.2 thereafter manage and maintain the Central Open Space in accordance with the LEMP until such time as the Central Open Space is disposed of to the Management Company in accordance with paragraphs 3.5-3.6.

3.3 The Owner shall not suffer or permit the laying out use or erection of any permanent structure or building on the Central Open Space other than in accordance with the Central Open Space Specification and/or the LEMP.

Central Open Space Contribution

3.4 The Owner shall pay the Central Open Space Contribution to the Management Company as follows:

3.4.1 the First Central Open Space Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 2;

3.4.2 the Second Central Open Space Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 3;

3.4.3 the Third Central Open Space Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 4;

3.4.4 the Fourth Central Open Space Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 5;

AND the Owner shall not suffer or permit the Occupation of more than the relevant number of Dwellings until such time as the relevant Central Open Space Contribution has been paid to the Management Company.

Disposal of the Central Open Space

3.5 The Owner shall dispose of the Central Open Space to the Management Company in accordance with the approved Open Space Disposal Strategy after the completion of the Central Open Space in accordance with the Central Open Space Strategy and by not later than whichever is the earlier of:

3.5.1 first Occupation of 95% of Dwellings in Phase 2; or

3.5.2 first Occupation of 300 Dwellings across the Development;

3.6 The Owner shall not suffer or permit first Occupation of more than the relevant number of Dwellings in accordance with paragraph 3.5 above until such time as the Central Open Space has been disposed of to the Management Company in accordance with the Open Space Disposal Strategy.

4. Phase Open Space and Phase Amenity Landscaping

Phase Open Space and Phase Amenity Landscaping Specification

4.1 The Owner shall submit the:

4.1.1 Phase Open Space and Phase Amenity Landscaping Specification; and

4.1.2 Phase Open Space and Phase Amenity Landscaping Timetable,

for each Phase alongside the Reserved Matters Application for that Phase and shall not suffer or permit the Commencement of the relevant Phase unless and until the relevant Phase Open Space and Phase Amenity Landscaping Specification and Phase Open Space and Phase Amenity Landscaping Timetable has been approved by the Borough Council.

Laying Out of the Phase Open Space and Phase Amenity Landscaping

4.2 The Owner shall:

4.2.1 deliver the relevant Phase Open Space and the relevant Phase Amenity Landscaping in accordance with the relevant Phase Open Space and Phase Amenity Landscaping Specification and Phase Open Space and Phase Amenity Landscaping Timetable; and

4.2.2 thereafter manage and maintain the Phase Open Space and the Phase Amenity Landscaping in accordance with the LEMP until such time as the Phase Open Space and the Phase Amenity Landscaping is disposed of to the Management Company in accordance with paragraphs 4.5-4.6.

4.3 The Owner shall not suffer or permit the laying out use or erection of any permanent structure or building on the Phase Open Space and the Phase Amenity Landscaping other than in accordance with the Phase Open Space and Phase Amenity Landscaping Specification and/or the LEMP

Phase Open Space and Phase Amenity Landscaping Contribution

4.4 The Owner shall pay the Phase Open Space and Phase Amenity Landscaping Contribution which shall be calculated in proportion to the number of Dwellings in each Phase to the Management Company in accordance with the Phase Open Space and Phase Amenity Landscaping Timetable

Disposal of the Phase Open Space and the Phase Amenity Landscaping

4.5 The Owner shall dispose of the Phase Open Space and the Phase Amenity Landscaping to the Management Company in accordance with the approved Open Space Disposal Strategy after the completion of the Phase Open Space and the Phase Amenity Landscaping in accordance with the Phase Open Space and Phase Amenity Landscaping Specification;

4.6 The Owner shall not suffer or permit first Occupation of more than the relevant number of Dwellings specified in the Phase Open Space and Phase Amenity Landscaping Timetable until such time as the Phase Open Space and the Phase Amenity Landscaping has been disposed of to the Management Company in accordance with the Open Space Disposal Strategy.

5. SUDS

Laying Out of the SUDS

5.1 The Owner shall:

5.1.1 deliver the relevant part of the SUDS in accordance with the SUDS Phasing Plan and the SUDS Specification; and

5.1.2 thereafter manage and maintain the relevant part of the SUDS in accordance with the LEMP and the SUDS Operation & Maintenance Manual until such time as the SUDS is disposed of to the Management Company in accordance with paragraph 5.4-5.6.

5.2 The Owner shall not suffer or permit the laying out use or erection of any permanent structure or building on the SUDS other than in accordance with the SUDS Specification and/or the SUDS Operation & Maintenance Manual and/or the LEMP

SUDS Contribution

5.3 The Owner shall pay the SUDS Contribution to the Management Company as follows:

5.3.1 the First SUDS Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 1;

5.3.2 the Second SUDS Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 2;

5.3.3 the Third SUDS Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 3;

5.3.4 the Fourth SUDS Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 4;

5.3.5 the Fifth SUDS Contribution on or prior to first Occupation of more than 50% of the Dwellings in Phase 5;

AND the Owner shall not suffer or permit the Occupation of more than the relevant number of Dwellings until such time as the relevant SUDS Contribution has been paid to the Management Company.

Disposal of the SUDS

5.4 The Owner shall dispose of the SUDS to the Management Company in accordance with the approved Open Space Disposal Strategy after the completion of the SUDS in accordance with the SUDS Specification and the SUDS Phasing Plan;

5.5 The disposal of the SUDS to the Management Company shall not be completed unless and until:

5.5.1 the SUDs Operation and Maintenance Manual has been submitted to and approved by the Borough Council;

5.5.2 the SUDs Verification Report has been submitted to and approved by the Borough Council;

5.6 The Owner shall not suffer or permit first Occupation of more than the relevant number of Dwellings specified in the SUDS Phasing Plan until such time as the SUDS has been disposed of to the Management Company in accordance with the Open Space Disposal Strategy.

6. The Wallend Cottages Pedestrian and Cycle Link

The Wallend Cottages Pedestrian and Cycle Link Specification

6.1 The Owner shall submit the Wallend Cottages Pedestrian and Cycle Link Specification alongside the Phase 2 Reserved Matters Application and shall not suffer or permit the Commencement of Phase 2 unless and until the Wallend Cottages Pedestrian and Cycle Link Specification has been approved by the Borough Council.

Laying Out of the Wallend Cottages Pedestrian and Cycle Link

6.2 The Owner shall

6.2.1 deliver the Wallend Cottages Pedestrian and Cycle Link in accordance with the Wallend Cottages Pedestrian and Cycle Link Specification and shall not suffer or permit first Occupation of more than 300 Dwellings across the Development unless and until the Wallend Cottages Pedestrian and Cycle Link has been so delivered; and

6.2.2 thereafter manage and maintain the Wallend Cottages Pedestrian and Cycle Link in accordance with the LEMP until such time as the Wallend Cottages Pedestrian and Cycle Link is disposed of to the Management Company in accordance with paragraphs 6.6-6.7.

6.3 The Owner shall not suffer or permit the laying out use or erection of any permanent structure or building on the Wallend Cottages Pedestrian and Cycle Link other than in accordance with the Wallend Cottages Pedestrian and Cycle Link Specification and/or the LEMP.

Wallend Cottages Pedestrian and Cycle Link Contribution

6.4 The Owner shall pay the Wallend Cottages Pedestrian and Cycle Link Contribution to the Management Company on or prior to first Occupation of 300 Dwellings across the Development;

6.5 The Owner shall not suffer or permit the Occupation of more than 300 Dwellings until such time as the Wallend Cottages Pedestrian and Cycle Link Contribution has been paid to the Management Company.

Disposal of the Wallend Cottages Pedestrian and Cycle Link

6.6 The Owner shall dispose of the Wallend Cottages Pedestrian and Cycle Link to the Management Company:

6.6.1 in accordance with the approved Open Space Disposal Strategy after the completion of the Wallend Cottages Pedestrian and Cycle Link in accordance with the Wallend Cottages Pedestrian and Cycle Link Strategy; and

6.6.2 by not later than first Occupation of 400 Dwellings across the Development;

6.7 The Owner shall not suffer or permit first Occupation of more than 400 Dwellings until such time as the Wallend Cottages Pedestrian and Cycle Link has been disposed of to the Management Company in accordance with the Open Space Disposal Strategy.

7. GCN Mitigation Measures

Laying Out of the GCN Mitigation Measures

7.1 The Owner shall:

7.1.1 deliver the GCN Mitigation Measures in accordance with the GCN Mitigation Measures Specification as approved by Natural England or as might otherwise be required by the Planning Permission; and

7.1.2 thereafter manage and maintain the GCN Mitigation Measures in accordance with the requirements of Natural England or as might otherwise be required by the Planning Permission until such time as the GCN Mitigation Measures is disposed of to the Management Company in accordance with paragraphs 7.4-7.6

7.2 The Owner shall not suffer or permit the laying out use or erection of any permanent structure or building on the GCN Mitigation Measures other than in accordance with the GCN Mitigation Measures Specification and/or the LEMP.

GCN Mitigation Measures Contribution

7.3 The Owner shall pay the GCN Mitigation Measures Contribution to the Management Company on or prior to whichever is the earlier of:

7.3.1 first Occupation of 75% of the Dwellings in Phase 3; and

7.3.2 first Occupation of 460 Dwellings across the Development;

AND the Owner shall not suffer or permit the Occupation of more than the relevant number of Dwellings until such time as the relevant GCN Mitigation Measures Contribution has been paid to the Management Company.

Disposal of the GCN Mitigation Measures

7.4 The Owner shall dispose of the GCN Mitigation Measures to the Management Company in accordance with the approved Open Space Disposal Strategy after the completion of the GCN Mitigation Measures in accordance with the GCN Mitigation Measures Specification and the requirements of Natural England or as might otherwise be required by the Planning Permission and by not later than whichever is the earlier of:

7.4.1 first Occupation of 75% of Dwellings in Phase 3; or

7.4.2 first Occupation of 460 Dwellings across the Development;

7.5 The Owner shall not suffer or permit first Occupation of more than the relevant number of Dwellings specified in paragraphs 7.4.1 and 7.4.2 above until such time as the GCN Mitigation Measures has been disposed of to the Management Company in accordance with the Open Space Disposal Strategy.

8. Management Company

8.1 The Owner shall establish the Management Company prior to Occupation of the earlier of either:

8.1.1 50 Dwellings in Phase 1; or

8.1.2 100 Dwellings across the Development;

8.2 The Owner shall not Occupy more than the relevant number of Dwellings unless and until:

8.2.1 the Management Company has been incorporated; and

8.2.2 a copy of the certificate of incorporation and articles of association have been provided to the Borough Council

8.3 The Management Company shall be:

8.3.1 Incorporated as a management company limited by guarantee for the purposes of monitoring maintaining and managing the Maintainable Landscaped Areas;

8.3.1.1 where there shall be no distribution of profits;

8.3.1.2 where all income and receipts of expenditure shall be retained and applied for the management maintenance and monitoring of the Maintainable Landscaped Areas;

8.3.1.3 each of the owners of the Dwellings shall be required to be a member of the Management Company

8.3.2 funded by means of an Annual Service Charge payable by all owners of the Dwellings

8.4 The Owner shall:

8.4.1 not transfer the freehold of (or grant a leasehold interest in) a Dwelling unless and until there shall be included in the transfer deed of the freehold or leasehold interest in each of the Dwellings a requirement that each transferee or grantee (as the case may be) shall pay an Annual Service Charge to the Management Company for the ongoing monitoring maintenance and management of the Maintainable Landscaped Areas;

8.4.2 ensure that a restriction on title is entered on the title of each Dwelling transferred requiring on any subsequent transfer of the Dwelling a deed of covenant to be given to the Management Company by the new owner of the relevant Dwelling to pay the sums due under the Annual Service Charge and requiring the restriction to be retained on the title of the Dwelling

8.5 Without prejudice to the Borough Council's powers where there is a breach or non-compliance with the terms of this Schedule 6 by the Owner and/or the Management Company in respect of the management maintenance and monitoring of the Maintainable Landscaped Areas the Borough Council (and its properly authorised employees and agents) may:

8.5.1 enter onto the relevant part of the Maintainable Landscaped Areas with or without such men equipment machinery vehicles; and

8.5.2 carry out such works and/or operations

as might be reasonably necessary to rectify the relevant breach or non-compliance; and

8.5.3 recover the reasonable and proper costs thereof from the Owner SUBJECT ALWAYS TO:

8.5.3.1 the Borough Council having first provided the Owner and/or the Management Company (as relevant) with not less than 30 Working Days' prior written notice of its intention to seek to effect such entry and/or carry out such works and/or operations such notice to provide details and evidence of the alleged breach and the proposed works and/or operations that the Borough Council reasonably considers necessary to remedy such breach or non-compliance so as to allow the Owner and/or the Management Company an opportunity to remedy the same themselves;

8.5.3.2 the Borough Council and its employees agents contractors and any other persons effecting entry pursuant to this paragraph 8.5

complying at all times with the Owner and/or the Management Company's applicable health and safety and site regulations;

8.5.3.3 the Borough Council making good or procuring the making good at its own costs and to the Owner's and the Management Company's reasonable satisfaction any damage caused to the Land (including the other Maintainable Landscaped Areas not the subject of the alleged breach or non-compliance) as a result of the said works or effecting entry onto the Land in order to carry them out.

9. Open Space Disposal Strategy

9.1 The Owner shall submit the Open Space Disposal Strategy to the Borough Council for approval on or prior to first Occupation of any Dwellings;

9.2 The Owner shall not suffer or permit first Occupation of any Dwellings until the Open Space Disposal Strategy has been submitted to and approved by the Borough Council.

SCHEDULE 7

Local Employment Scheme

1. The Owner covenants in favour of the Borough Council not to Commence the Development until details of a Local Employment Scheme which includes the provisions below has been submitted to and agreed with the Council

2. Subject to the overriding need to comply with all relevant national and European law relating to employment and training opportunities the Local Employment Scheme shall include:

   2.1 arrangements setting out how the Owner and its contractors will work in partnership with Swale Borough Council and directly with local employment agencies including JobCentre Plus (or any successor to the functions of JobCentre Plus) as well as voluntary and private sector providers

   2.2 the establishment of targets for employing local labour and the measures to be undertaken to achieve those targets, including the provision of not less than FIVE (5) Apprenticeships during the construction phase of the overall Development

   2.3 the provision for training opportunities in respect of any new jobs created for the Development

   2.4 employment and training opportunities in relation to the construction phases of the Development and to the security maintenance and environmental improvement and management elements of the Development

   2.5 use Reasonable Endeavours to employ local people as a minimum of 25% of the on site workforce during the construction phase of the Development

3. The Owner will thereafter take reasonable steps to implement and promote the objectives of the agreed Local Employment Scheme (as referred to in Paragraph 1 of this Schedule 7 above) to ensure (so far as is reasonably practicable) the objectives are met

APPENDIX 1

Plans

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Barton Hill Drive, Minster, Isle of Sheppey
LEGAL AGREEMENT BOUNDARY PLAN

PLAN

1456.24
Version 03
Scale: 1:1,250@A0 / 1:2,500@A2

20/02/2019

© JB Planning Associates, 2019

metre 100

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town planning
and development
consultants

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SG2 7AA

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www.jbplanning.com
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Barton Hill Drive, Minster, Isle of Sheppey
SITE PHASING PLAN

PHASING PLAN

THIS PLAN IS THE PHASING PLAN AND NOTWITH-STANDING OTHER DETAILS SHOWN RELATES ONLY TO THE PHASING OF THE DEVELOPMENT. THE DEVELOPMENT LAYOUT SHOWN HAS NO STATUS EVEN FOR ILLUSTRATIVE PURPOSES.

1456.21
Version 10
Scale: 1:1,250@A0 / 1:2,500@A2

10/05/2019

© JB Planning Associates, 2019

metre 100

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town planning
and development
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Local Centre Site Area: 0.36ha

Medical Centre Site Area: 0.075ha

Barton Hill Drive, Minster, Isle of Sheppey
LOCAL CENTRE S106 PLAN

LOCAL CENTRE
ILLUSTRATIVE PLAN

1456.32
Version 01
Scale: 1:1,250@A0 / 1:2,500@A2

28/06/2019

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metre 100

N

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Barton Hill Drive, Minster, Isle of Sheppey
NEW LOCAL CENTRE ILLUSTRATIVE MASTERPLAN

LOCAL CENTRE SAFEGUARDED LAND PLAN

LAND EDGED BLUE OF 0.075HA IS THE LOCAL CENTRE SAFEGUARDED LAND

N

metres 25

1456.31
Version 03
Scale: 1:500 @ A3

08/07/2019

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town planning and development consultants

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STEVENAGE, SG2 7AA

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info@jbplanning.com
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IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

SIGNED AS A DEED
by **SW ATTWOOD (FARMS) LIMITED**
acting by:

Signature of Director .....

Print name of Director STEPHEN WILLIAM ATTWOOD

Signature of Witness .....

Name KEELY FULLER

Address 20 BUDDLE DRIVE
KENT ME12 3EP

SIGNED AS A DEED
by **STEPHEN WILLIAM ATTWOOD**
in the presence of

Signature .....

Signature of Witness .....

Name KEELY FULLER

Address 20 BUDDLE DRIVE
KENT ME12 3EP

SIGNED AS A DEED
by **LILIAN JOYCE ATTWOOD**
in the presence of

Signature L. J. Attwood

Signature of Witness .....

Name KEELY FULLER

Address 20 BUDDLE DRIVE
KENT ME12 3EP

SIGNED AS A DEED
by **JAMES FRANK ATTWOOD**
in the presence of

Signature .....

Signature of Witness .....

Name KEELY FULLER

Address 20 BUDDLE DRIVE
KENT ME12 3EP

SIGNED AS A DEED
by **MICHAEL JAMES GWYNNE FLETCHER**
in the presence of

Signature .....

Signature of Witness .....

Name Alex Woolcott

Address Minerva House, SE19 3BB

SIGNED AS A DEED
by **HENRY BIRCH**
in the presence of

Signature .....

Signature of Witness .....

Name PAUL SHARPE

Address 24 Beech Lea.
Swindon SN2 6 7DE.

SIGNED AS A DEED
by **MARK DAVID BOWLES**
in the presence of

Signature .....

Signature of Witness .....

Name PAUL SHARPE

Address 24 Beech Lea.
Swindon SN2 6 7DE

SIGNED AS A DEED
by **DAVID JOHN BOWLES**
in the presence of

Signature .....

Signature of Witness .....

Name PAUL SHARPE

Address 24 Beech Lea.
Swindon SN2 6 7DE

SIGNED AS A DEED
by **PAUL ANTHONY BOWLES**
in the presence of

Signature .....

Signature of Witness .....

Name PAUL SHARPE

Address 24 Beech Lea.
Swindon SN2 6 7DE

SIGNED AS A DEED
by **JEAN PATRICIA FILIPOVIC**
in the presence of

Signature .....

Signature of Witness .....

Name .....

Address .....

SIGNED AS A DEED
by **PAUL FILIPOVIC**
in the presence of

Signature .....

Signature of Witness .....

Name .....

Address .....

SIGNED AS A DEED
by **SAMANTHA JUSTINE WILLIAMS**
in the presence of

Signature .....

Signature of Witness .....

Name .....

Address .....