

DATE: 20 December 2022

(1) GRAVESHAM BOROUGH COUNCIL

AND

(2) THE KENT COUNTY COUNCIL

AND

(3) WAKEMAN AND STEARNS LIMITED

Town and Country Planning Act 1990

Section 106

Relating to Milton Mount Hall, Old Road East Gravesend DA12 1NQ

Medway Council and Gravesham Borough Council  
Gun Wharf  
Dock Road  
Chatham  
Kent  
ME4 4TR  
(Ref: RGS/GPL021164)

## **Index**

### **Clauses/Paragraphs/Schedule**

### **Definitions and Interpretation**

#### **First Schedule**

Financial Contributions

#### **Second Schedule**

Council's Covenants

#### **Third Schedule**

County Councils Covenants

#### **Fourth Schedule**

Dispute Resolution Procedure

#### **Annexe 1**

Notices

#### **Annexe 2**

Plan



THIS DEED is made the 20 day of December 2022

## **PARTIES**

- (1) GRAVESHAM BOROUGH COUNCIL whose address is Civic Centre,  
Windmill Street, Gravesend, Kent, DA12 1AU ("the Council")
- (2) THE KENT COUNTY COUNCIL of Sessions House, County Hall,  
Maidstone, Kent ME14 1XT ("the County Council")
- (3) WAKEMAN AND STEARNS LTD (Co. Reg No.11163282) whose  
registered address is Tudor House, Wrotham Road, Meopham,  
Gravesend, Kent DA13 0AQ ("the Owner").

## **Agreed terms**

### **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed the following terms have the following meanings unless inconsistent with the context

**'BCIS Index'** means the General Building Cost Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors or successor organisation or in the event that such index shall no longer be published or that the basis thereof shall be materially altered then the index shall be such index as the County Council shall reasonably specify

**“Commencement of the Development”** means commencement of the Development on the Site by the carrying out of a material operation within the meaning of Section 56(4) of the Planning Act but for the purpose of this definition the carrying out of any works of demolition, works of site clearance, ground investigation and site survey works, construction of boundary fencing of hoards, construction temporary accesses and/or highway works, archaeological investigations, site decontamination or remediation works, landscaping works, laying of sewers and other services, creation of site compounds and noise attenuation works shall not be deemed to be the carrying out of a material operation

**“Council’s Costs”** means the sum of £1,500 (with no VAT) payable being the agreed contribution to the Council’s proper and reasonable costs in the preparation negotiation execution and registration of this Deed

**“County Councils Costs”** means a contribution to the County Council’s proper and reasonable legal and administrative costs in the negotiation, execution and completion of this Deed

**“County Council’s Financial Contributions”** means the contributions towards secondary education, community learning, youth service, libraries, and adult social care as set out and payable pursuant in Part 2 of the First Schedule

**“Development”** means the demolition of the existing hall and outbuildings, erection of a 3-storey building containing 9 x 2 bed flats towards the front of the

Site, a terrace of 4 no. 3 bedroom houses over 2 full floors and within the roof space towards the rear of the Site and with parking for 19 cars proposed development of the Site by the Owner in accordance with the Planning Application

**“Disputes Resolution Procedure”** means the procedure referred to in clause 7.9 and set out in the Fourth Schedule of this Deed

**“Dwelling”** means a building or part of a building designed for residential occupation by a single household constructed pursuant to the Permission

**“Financial Contributions”** means the GBC Financial Contributions and the County Council’s Financial Contributions set out in the First Schedule

**“General Counsel”** means the Officer of the County Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of that appointment or such suitably qualified person as the General Counsel or in his absence a group leader of the Office of the General Counsel may from time to time nominate

**“Indexation”** means the increase of any sum in accordance with the formula set out in clause 9

**“Inflation Index”** means the “all items” index figure of the Index of Retail prices published by the Office for National Statistics or such other index as the Council

may reasonably nominate in the event that the Index of Retail Prices shall no longer be published or its name or methodology be materially altered

**“Monitoring Officer”** means a suitably qualified officer experienced in projects similar to the Development appointed by the Council in connection with this Deed

**“Monitoring Officer costs”** means the Monitoring Officer's costs of £500 (five hundred pounds)

**“Notice”** means a notice in the form which is attached to this Deed at Annexe 1

**“Occupation”** means physical occupation for the intended beneficial purpose but does not include occupation for the purposes of construction fitting- out decoration landscaping marketing sales security or management of any part of the Development and for the avoidance of doubt in the case of a sale of a freehold or a long leasehold interest to a third party Occupation commences on the date of legal completion of the sale rather than exchange of contracts and “Occupy” “Occupier” “Occupiers” and “Occupied shall be construed accordingly

**“Permission”** means the planning permission granted by the Council pursuant to the Planning Application

**“Plan”** means the plan annexed to this Deed



**“Planning Act”** means the Town and Country Planning Act 1990 as amended

**“Planning Application”** means the application for planning permission to carry out the Development on the Site and given reference 20211092

**“Secretary of State”** means the Secretary of State for Levelling Up, Housing and Communities or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Levelling Up, Housing and Communities by the Planning Act

**“Section 73 Consents”** means a planning permission granted pursuant to an application made under section 73 of the Planning Act to vary the Planning Permission

**“Schedule”** means any one or all of the Schedules annexed to this Deed

**“Site”** means the land/property known as Milton Mount Hall, Old Road East, Gravesend Kent DA12 1NQ registered at the Land Registry under title number K946933 and more particularly delineated edged red on the attached Plan

**“Statutory Undertaker”** has the meaning given such term in the Planning Act and for the avoidance of doubt, shall include any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator

**“Trigger Date”** means each date upon which an event occurs that triggers the payment of any Financial Contribution by the Owner and/or the coming into effect of any other obligation under this Deed

- 1.2 References 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 Council or the County Council to the body or bodies (as appropriate) having statutory responsibility for the relevant function in replacement for the Council of the County Council
- 1.3 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument, direction, order, regulation or byelaw made or issued under the statute or deriving validity from it.
- 1.4 Words importing the masculine gender shall include the feminine gender and the neuter and vice versa.
- 1.5 Words importing persons include companies, partnerships and corporations and vice versa.
- 1.6 Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 1.7 Headings are for ease of reference only and shall not be construed as part of this Deed.

- 1.8 Reference to any recital, clause, Schedule or paragraph or any part thereof shall unless the context otherwise requires be reference to any recital, clause, Schedule or paragraph or any part thereof in this Deed
- 1.9 Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and or against each individually.
- 1.10 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

## **2. Recital**

- 2.1 The Council is the local planning authority for the purpose of the Planning Act for the area in which the Site is situated and entitled to enforce the obligations of this Deed for which it (the Council) is a beneficiary.
- 2.2 The County Council is a local planning authority for the purpose of the Planning Act for the area in which the Site is situated and entitled to enforce the obligations of this Deed for which it (the County Council) is a beneficiary
- 2.3 The County Council is a principal council within the meaning of section 270(1) Local Government Act 1972 and the highway authority in respect of highways and transport and is also the authority with responsibility for education, libraries, youth and social services matters in the County of Kent.
- 2.4 The Owner is the freehold owner of the Site as registered with title absolute at the Land Registry under title number K946933 shown edged red on the Plan

- 2.5 The Owner hereby declares that as at the date hereof no other person other than those stated in this Deed holds a legal interest in the Site
- 2.6 The Planning Application has been submitted to the Council in relation to the Development.
- 2.7 The Council resolved on 31<sup>st</sup> August 2022.by way of Officer Delegated Authority.to grant planning permission for the Development subject to the completion of this Deed without which the Planning Application would have been refused.



### **3 Statutory provisions**

- 3.1 This Deed is made pursuant to section 106 of the Planning Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and to all other enabling powers to the intent that this Deed shall bind the Owner and their heirs and successors assigns and persons claiming through or under them, except as expressly provided for by this Deed.
- 3.2 The covenants restrictions and obligations imposed on the Owner contained in this Deed are all planning obligations for the purposes of section 106 of the Planning Act and are enforceable by the Council and the County Council as local planning authorities against the Owner.
- 3.3 The Council's Costs and the County Council's Costs are payable pursuant to section 106(1)(d) of the Planning Act.
- 3.4 The Owner and the Council agree the need for the planning obligations contained in this Deed both for the benefit of the Development and in the interest of proper planning of the area, and that they directly relate to the Development and fairly and reasonably relate in scale and kind to the Development and thus satisfy the requirements of section 106 of the Planning Act and Regulation 122 of the Community and Infrastructure Regulations 2010 as amended.
- 3.5 Nothing in this Deed shall be construed as prohibiting limiting or affecting any right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted by the Council or the Secretary of State after the date of this Deed and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement of Development under the terms of this Deed.

#### **4 Enforceability of obligations**

The provisions contained in the Schedules to this Deed shall not bind nor be enforceable against any Statutory Undertaker which acquires an interest in the Site for the sole purpose of undertaking its statutory functions

#### **5 The Owner's Covenants**

5.1 The Owner covenants with the Council and the County Council to observe the restrictions and perform their obligations set out in the Schedules to this Deed, and the Owner shall be liable for all the Owner's obligations contained in this Deed,

5.2 The Owner covenants to serve a Notice on the Council and the County Council in relation to and in accordance with each of the following provisions

5.2.1 at least 28 days before the Commencement Date to serve notice of the proposed occurrence of the same;

5.2.2 within 14 days of the Commencement of Development to serve notice of the actual Commencement Date of the Commencement of Development;

5.2.3 within 14 days of the occurrence of a Trigger Date to serve notice of the date of the relevant Trigger Date and details of the relevant event; and

5.2.4 to retain such records and information and within 14 days of receipt of a written request by the Council or the County Council to provide the Council or the County Council with such records and information as the Council or the County Council may reasonably request to enable the Council or the County Council to

satisfy itself (acting reasonably) that the Owner is complying with all of its obligations under this Deed and the conditions attached to the Permission.

5.3 The Owner further covenants with the Council and the County Council as follows:

5.3.1 to pay the Council's Costs and the County Council's Costs on completion of this Deed;

5.3.2 to pay the Monitoring Officer Costs to the Council on completion of this Deed

## **6 The Council's and the County Council's Covenants**

6.1 The Council covenants with the Owner to perform the obligations set out in the Second Schedule

6.2 The County Council covenants with the Owner to perform the obligations set out in Third Schedule

## **7 DECLARATIONS AND AGREEMENTS**

### **7.1 Effective Date**

The covenants contained in this Deed shall take effect on the date of this Deed or as otherwise stated in the Schedules

### **7.2 Liability for Breach**

No person shall be liable for a breach of a covenant contained in this Deed after that person has parted with all their interest in the Site or in the part of

the Site in respect of which such breach occurs but without prejudice to any subsisting breach of covenant prior to parting with such interest

### 7.3 Revocation Modification or Expiry of the Permission

Subject to Clause 12 this Deed shall determine and cease to have any further effect if the Permission is revoked or modified by the Council pursuant to the Planning Act or by any Court without the written consent of the Owner or if the Permission expires before the Commencement of Development

### 7.4 Notices

7.4.1 Any Notice required under clause 5.2 shall be in the form attached to this Deed at Annexe 1 and shall be deemed to be served if sent electronically to the address provided on the Notice or if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the Council provided on the Notice and in relation to the County Council shall be served electronically to [developer.contributions@kent.gov.uk](mailto:developer.contributions@kent.gov.uk) .

7.4.2 Any other notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the relevant party as described at "Parties" or such other address as shall have been notified in writing to the party giving the notice consent or approval provided that in the case of notice or other written communication to the Council the notices must be served, on the Director (Planning and Development) and addressed to the Civic Centre, Windmill Street, Gravesend, Kent DA12 1AU and quoting reference 20211092/PWP and in the case of the County Council it



is addressed to the General Counsel and sent to Sessions House County Hall Maidstone, Kent ME14 1XQ with copy to [developer.contributions@kent.gov.uk](mailto:developer.contributions@kent.gov.uk) and reference KEN002:001158 is quoted.

#### 7.5 Approvals

Where any approval consent direction action or authority is required to be given by any of the parties hereto such approval consent direction action or authority shall not be unreasonably delayed or withheld and shall only be effective if given for the purposes of this Deed

#### 7.6 Severance

If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired

#### 7.7 Waiver by the Council and the County Council

No waiver (whether express or implied) by the Council or the County Council of any breach or default by another party in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said terms or conditions which they are entitled to enforce or from acting upon any subsequent breach or default in respect thereto by that party

#### 7.8 Registration as a Local Land Charge and Liabilities



7.8.1 This Deed is a Local Land Charge and shall be registered as such by the Council

7.8.2- The Council and the County Council and the Owner acknowledge that all the liabilities and obligations of the Owner in this Deed are that of the Owner and pursuant to clause 3.1 their successors in title save that the purchasers of an individual Dwelling of the Development are excluded from all liability and obligations set out in this Deed and the Owner indemnifies all owners of the Dwellings within the Development from the provisions of the Deed

#### 7.9 Disputes Resolution

7.9.1 Without prejudice to the rights and powers of the Council and the County Council to take alternative action to enforce this Deed any dispute between the parties under the terms of this Deed may be referred to an expert under the Disputes Resolution Procedure

7.9.2 The decision of any expert appointed under the Disputes Resolution Procedure shall be final and binding on all of the parties to the dispute except in the case of manifest error

### **8 Overdue Payment**

8.1 Payments required to be made under the terms of this Deed shall for the purposes of this clause be deemed to fall due and to be payable on the date specified for payment in the relevant clause or if no date is specified in the

relevant clause then such payment shall fall due 21 days after the occurrence of the relevant Trigger Date (in either case the "**Due Date**")

8.2 In the event of any delay in making the payment required under this Deed interest shall be payable on the amount payable at the rate of four percent above the National Westminster Bank plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

## **9 Indexation and VAT**

9.1 Any sums forming part of the GBC Financial Contributions which become payable under this Deed on a date more than twelve months after the date of this Deed by the Owner to the Council other than the Council's Costs and the Monitoring Officers Costs shall be subject to Indexation

9.2 Where a sum forming part of the GBC Financial Contributions is subject to Indexation the actual sum due to the Council ("the Indexed Sum") shall be calculated in accordance with the formula except where the Inflation Index at the Due Date is less than the Inflation Index at the Base Date when the sum in question shall not be subject to Indexation

$$\text{Indexed Sum} = \text{Initial sum} \times \frac{\text{Inflation Index at Due Date}}{\text{Inflation Index at Base Date}}$$

Where:

- (a) "the Initial Sum" is the original sum specified in this Deed and
- (b) "the Base Date" is the date twelve months after the date of this Deed

PROVIDED THAT where payment is not made on the Due Date the provisions of clause 8.2. will have effect in relation to the Indexed Sum

9.3 The County Council's Financial Contributions shall be increased by an amount equivalent to the increase in the BCIS Index from April 2020 (360.3) and the monthly index figure for the date on which such sum is paid pursuant to this Deed.

9.4 All sums due under this Deed are exclusive of VAT and the Owner shall pay to the Council in addition to any such sums any VAT properly payable in respect thereof

## **10 No Fettering of Discretion**

Except in so far as is legally or equitably permitted nothing in this Deed shall fetter prejudice or affect the exercise of any statutory or regulatory power duty or discretion of the Council or the County Council

## **11 Variation**

No variation or modification of this Deed shall be valid unless made by Deed and executed by the parties or their respective successors

## **12 Section 73 Consents**

In the event any Section 73 Consent is granted after the date of this Deed:

12.1 the obligations in this Deed shall relate to and bind such Section 73 Consent;  
and

12.2 the definitions of Planning Application, Permission and Development shall be construed to include reference to the planning application for the Section 73

Consent, the Section 73 Consent itself and the development permitted by the Section 73 Consent respectively.

**provided that:**

12.3 nothing in this clause 12 shall fetter the discretion of the Council in determining the planning application for the Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

12.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

12.5 the parties acknowledge that the Council has the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

### **13 Contracts (Rights of Third Parties) Act 1999**

This Deed is not intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to this Deed shall not have any rights to enforce any term against a party who is not referred to in this Deed.

### **14 Planning Permission**

Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.



## **15 Change in ownership**

15.1 The Owner shall give to the Council within one month of the Owner disposing of any part of the Site written notice of the name and address of the person to whom the Site or any part has been transferred.

15.2 The Owner shall give to the County Council within seven days of disposing of any part of the Site written notice of such disposal such notice to contain the name and address of the person to whom the Site or any part has been transferred.

## **16 No Encumbrance**

The Owner shall not encumber or otherwise deal with their interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site

## **18. Jurisdiction**

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. Receipt**

19.1 The Council acknowledges receipt of the Council's Costs and the Monitoring Officer Costs



**20. Execution in Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

**IN WITNESS** whereof this Deed has been duly executed as a Deed by the Parties the day and year first before written

THE COMMON SEAL of GRAVESHAM                    )  
BOROUGH COUNCIL was hereunto                    )  
affixed to this Deed on the authority of                    )

Authorised Signatory

EXECUTED as a DEED by                    )  
WAKEMAN AND STEARNS                    )  
LIMITED acting by                    )  
:                    )

Director

Director/Secretary

THE COMMON SEAL of THE KENT )  
COUNTY COUNCIL was hereunto )  
affixed in the presence of )

Authorised Signatory

## **FIRST SCHEDULE**

### **Covenants**

#### **Financial Contributions**

The Owner covenants with the Council and the County Council to pay the Financial Contributions to the Council as follows

#### **PART ONE**

##### **1. COUNCIL'S FINANCIAL CONTRIBUTIONS**

- 1.1. the sum calculated to the formula of £275.88 (two hundred and seventy five pounds eighty eight pence) per Dwelling the total of which is £3,586.44 (three thousand and eighty six pounds and forty four pence) and which shall be used towards a scheme to mitigate the recreational impacts of the development of the Thames Estuary Scheme and Marshes Special Protection Area and the Thames Estuary and Marshes Ramsar Site situated within 6km of the Development such contribution to be paid prior to first Occupation of any Dwelling
- 1.2. the sum of £14,938.00 (fourteen thousand nine hundred and thirty-eight pounds) and which shall be used for replacement/improvements to the play area or tennis courts in Windmill Gardens, Windmill Hill Gravesend Kent. such contributions to be paid prior to first Occupation of any Dwelling

#### **PART TWO**

##### **COUNTY COUNCIL'S FINANCIAL CONTRIBUTIONS**

- 1.1. the sum of £28,375.00 (twenty-eight thousand three hundred and seventy-five pounds) subject to indexation in accordance with clause 9.3 towards the expansion of Mayfield Grammar School, Pelham Road, Gravesend DA11 0JE, such contribution to be paid prior to first Occupation of any Dwelling
- 1.2. the sum calculated to the formula of £65.50 (sixty-five pounds fifty pence) per Dwelling the total of which is £851.50 (eight hundred and fifty one pounds and fifty pence) subject to indexation in accordance with clause 9.3 towards the cost of providing additional resources for the Miracles Youth Centre, Windsor Road, Gravesend, Kent DA12 5BW, such contribution to be paid prior to first Occupation of any Dwelling
- 1.3. the sum calculated according to the formula of £16.42 (sixteen pounds forty two pence) per Dwelling the total of which is £213.46 (two hundred and thirteen pounds forty six pence) subject to indexation in accordance with clause 9.3 towards the cost of additional resources at the Gravesend Adult Education Centre, Victoria Centre, Darnley Road, Gravesend Kent DA11 0RX such contribution to be paid prior to first Occupation of any Dwelling
- 1.4. the sum calculated according to the formula of £55.45 (fifty five pounds forty five pence) per Dwelling the total of which is £720.85 (seven hundred and twenty pounds and eighty five pence) subject to indexation in accordance with clause 9.3 towards the cost of additional services, resources and renewing bookstock at the Kings Farm Library Sun Lane Gravesend Kent DA12 5HR such contribution to be paid prior to first Occupation of any Dwelling
- 1.5. the sum calculated according to the formula of £146.88 (One hundred and forty six pounds eighty eight pence per Dwelling the total of which is £1,909.44 (One



thousand nine hundred and nine pounds forty four pence) subject to indexation in accordance with clause 9.3 towards improvements and additional resources at the Age UK Fleming Resource Centre, Clarence Row, Gravesend Kent DA12 1HJ such contribution to be paid prior to first Occupation of any Dwelling

- 1.6. The Owner covenants not to allow Occupation of any Dwelling until the Council has received in full the Financial Contributions payable under Part One and Part Two of this Schedule and has provided notice to the County Council that the County Council's Financial Contributions have been paid to the Council.

## **SECOND SCHEDULE**

### **The Council's Covenants**

The Council covenants with the Owner as follows:-

#### **Part A**

1. To issue the Planning Permission within seven (7) days of completion of this Deed
2. To place the GBC Financial Contributions in interest bearing accounts until the GBC Financial Contributions have been spent in accordance with this Deed and provide receipt of payment of the GBC Financial Contributions and County Council's Financial Contributions promptly after having received payment of the same from the Owner and
3. To expend the GBC Financial Contributions in accordance with this Deed in the manner and solely for the purpose for which the sums were made as soon as

possible following receipt of the sums and to provide to the Owner on each anniversary of any payment of a contribution or instalment details (if required by the Owner) of how such sums have been spent

4. At the Owner's written request, to repay (together with all interest accrued) to the original party who made the payment any sums not expended or committed from the Contributions payable to the Council at the date ten (10) years after the date of the last occupation of any part of the Development
5. The Council will release the SAMMS Contribution to the identified co-ordinator of the Strategic Access Management and Monitoring Scheme for the relevant area and that before it does so the Council will obtain confirmation from the identified co-ordinator that the monies will only be used in connection with the Strategic Access Management and Monitoring Scheme

#### Part B

The Council further covenants:

1. Within one month of receiving the County Council's Financial Contributions from the Owner to notify the County Council's Development Contribution Team via email to [developer.contributions@kent.gov.uk](mailto:developer.contributions@kent.gov.uk) that the contributions have been received and to confirm the party that has made the payment to the Council.
2. Within one month of a request from the County Council to release the County Council's Financial Contributions to the County Council's Development Contribution Team and that before it does so the Council will obtain written

confirmation that the monies will only be spent on the projects as set out in paragraphs 1.1 – 1.5 of Part Two of the First Schedule

3. At the Owner's written request, to repay (together with all interest accrued) to the original party who made the payment any sums which have not been transferred to the County Council at the date ten (10) years after the date of the last occupation of any part of the Development

### **THIRD SCHEDULE**

#### **The County Councils Covenants**

##### **The County Council covenants with the Owner as follows:-**

1. Use of the County Council's Financial Contributions
  - 1.1. Not to use the County Council's Financial Contributions otherwise than for the purposes for which they have been paid.
  - 1.2. To place the County Council's Financial Contributions (upon receipt of the contributions in full from the Council) in interest bearing accounts until spent in accordance with this Deed.

1.3. Provided the County Council's Financial Contributions have been transferred to the County Council by the Council, within 20 (twenty) working days of receipt of a request in writing to provide the Owner and the Council with an audit account as to how the County Council's Financial Contributions have been spent.

1.4. Upon written request, to repay (together with all interest accrued) to the original party who made the payment to the Council any sums paid to the County Council but which have not been expended or committed by the County Council at the date ten (10) years after the date of the last occupation of any part of the Development

**FOURTH SCHEDULE**  
**Dispute Resolution Procedure**

**1. General**

All differences and questions that arise between the parties arising out of or connected with this Deed shall be referred to an expert

**2. Choice of Expert**

- 2.1 If the difference or question relates to the construction of rights and liabilities of any party or to the terms or conditions to be embodied in any deed or document appertaining thereto it shall be referred to a solicitor or barrister agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the Chairman from time to time of the Bar or any person in an equivalent subsequent role.
- 2.2 If the difference or question relates to the occupancy of any dwelling it shall be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors or any person in an equivalent subsequent role.

**3. No Further Submissions**

After delivery of counter submissions or (if none) after submission of written submissions no party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to every party to the dispute their



decision in writing within a reasonable time of closing submissions or counter submissions

4. Restriction on Terms of Decision

The expert shall be restricted in settling the dispute to choosing between one of the proposals submitted by the parties or elements compatible with one another from the submissions of different parties to the dispute

## Notice

Planning application number :     /                      [to be completed in full]

Development Site Address : [to be completed in full]

EITHER:

Work is expected to commence on the Development Site on *[insert date]*

*(1) this notification should be sent at least 28 days prior to commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement*

OR

WORKS HAVE COMMENCED ON SITE (2)

Work commenced on the Development Site on [insert date]

*(2) this notification should be sent within 14 days after commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement*

OR

A TRIGGER DATE(S) HAS OCCURRED (3)

Obligation type: (insert each obligation)

*e.g. Library Contribution/SAMM Contribution*

Trigger Date: (insert the date that each obligation was due to be paid or was due to come into effect)

*e.g.*

*(3) this notification should be sent within 14 days after trigger date occurred as required under Clause 5.1.2 of the Section 106 Agreement*

From :

Company :

Address *(required for invoicing)* :

Email address :





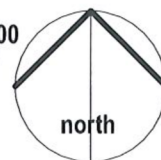


location plan



scale (m)

1-1250 on A4 size reproduction



*Handwritten signature/initials*

*Handwritten signature/initials*

