

Dated **31 August** 2021

**ESTATE OF TIMOTHY ROBIN HARDING,
MICHA LUCINDA RUSSELL,
JEMMA ALEXI HARDING**

and

ESTATE RESOURCES & MANAGEMENT LIMITED

and

CANFORD PARK ESTATES LIMITED

and

**BOURNEMOUTH, CHRISTCHURCH
& POOLE COUNCIL**

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
imposing planning obligations
on land north of Bearwood, Magna Road
and Knighton Lane, Poole BH21 3AS

APP/19/00237/P

THIS AGREEMENT is made as a deed on the

31st day of August 2021

BETWEEN:

- (1) **ESTATE OF TIMOTHY ROBIN HARDING** previously of Higher Farm House, Long Crichel, Wimborne BH21 5JU and **MICHA LUCINDA RUSSELL** of Lower Barn Farm, Horningsham, Warminster BA12 7JL and **JEMMA ALEXI HARDING** of 38 Knighton Lane, Wimborne BH21 3AS (collectively and for the purposes of this Agreement defined as the "**First Owner**"); and
- (2) **ESTATE RESOURCES & MANAGEMENT LIMITED** (Co. Reg. No. 2667540) of White House, Magna Road, Wimborne BH21 3AP ("the **Second Owner**"); and
- (3) **CANFORD PARK ESTATES LIMITED** (Co. Reg. No. 10820024) of Energy Site Control Centre, Arena Way, Wimborne BH21 3BW ("the **Third Owner**"); and
- (4) **BOURNEMOUTH CHRISTCHURCH AND POOLE COUNCIL** of Civic Centre, Bournemouth, Dorset, BH2 6DY ("the **Council**"); and

Each a "**Party**" and together the "**Parties**"

Background

- 1 The Owners are the registered proprietors at the Land Registry of the Property.
- 2 The Council is the local planning authority, local highways authority, local education authority and lead local flood authority for the area within which the Land is situated.
- 3 WH White Limited (Co. Reg. No. 00957246) of Energy Site Control Centre, Arena Way, Wimborne, Dorset, BH21 3BW has applied for a planning permission to develop the Land in accordance with the particulars set out in the Application and the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 4 Timothy Robin Harding is deceased and a Grant of Probate was granted in relation to his estate on 13 October 2020 to the following executors, i) Kathleen Hobbs, ii) Jennifer Biles and iii) Sally Caroline Barnwell Harding.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

In this Agreement:

“Act”	means the Town & Country Planning Act 1990 (as amended);
“Accessible and Adaptable Dwellings”	means at least 20% of the Dwellings to be provided within each phase of the Development and built in accordance with the relevant specifications outlined in the Building Regulations Part M4(2); in accordance with paragraph 5 of Fifth Schedule;
“Affordable Housing”	means housing consisting of, Affordable Rented and Shared Ownership housing, provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it) and which meets the needs of eligible households and “Affordable Housing Unit/s” shall be construed accordingly;
“Affordable Housing Tenure Mix”	means the tenure mix of the Affordable Housing Units across the Development as a whole which shall be as follows: 70 % of Affordable Housing Units being Affordable Rented Units; and 30% of Affordable Housing Units being Shared Ownership Units;
“Affordable Housing Provision”	means the provision of forty percent (40%) of the total number of Dwellings on each phase of the Development as Affordable Housing Units;

"Affordable Housing Scheme"	means a scheme prepared and agreed in accordance with paragraph 1 of the First Schedule;
"Affordable Housing Standards"	means the standards of construction required to meet the Homes England requirements for schemes funded under the national affordable housing programme in accordance with the prevailing Homes England design and quality standards applicable at the commencement of development;
"Affordable Rent"	means a rent of no more than 80 per cent of the local market rent inclusive of service charge and "Affordable Rented" shall be construed accordingly;
"Affordable Rented Housing"	means no less than (70%) of the total number of the Affordable Housing Units constructed which will be let by registered providers of social housing to households who are eligible for social housing to be let as an Affordable Rented Unit;
"Affordable Rented Unit/s"	means a Dwelling of Affordable Housing provided at an Affordable Rent;
"Affordable Rented Unit Price"	means a price that enables the Registered Provider to charge an Affordable Rent;
"Application"	means the "Hybrid planning application seeking: full permission for the demolition of no.94 Magna Road, construction of primary access roads, formation of multifunctional open spaces, re-profiling to allow for construction of primary surface and foul water infrastructure, installation of mains services and formation of development platform in support of: outline permission for the phased development of up to 695 new homes, a community hub comprising retail uses

	(A1/A2/A3), flexible workspace (B1), community uses (D1/D2) and a 60 bed care home", at land north of Bearwood, Magna Road, Knighton Lane, Poole, which has been given reference APP/19/000237/P;
"Bus Travel Voucher"	means a bus travel voucher to be provided to each Dwelling that provides for free bus travel within the operating area of the Council for a period of three (3) months commencing on the date of occupation of the Dwelling;
"Car Club Scheme"	means a car club scheme operated by an operator which shall be an accredited car club company or provider (Car Plus or equivalent nationally recognised accreditation) which residents of the Development may join and which makes cars available to hire to residents of the Development in accordance with any relevant Travel Plan measures approved by the Council;
"Car Plus"	means Car Plus or its successors or equivalent organisation being the umbrella organisation for the promotion of sustainable car use which gives operators that meet set standards promoting responsible car use an which runs an accredited scheme for car club companies and operates as a tool for organisations assessing which car club to support;
"Car Club Scheme Spaces"	means the provision of two (2) parking spaces at the cost of the Owner to be located on the Development in a location to be approved by the Council;
"Change Control Notice"	means a notice arising from an agreement between the Parties following a review of the SANG Management Plan, containing details in

accordance with paragraph 14.2 of the Seventh Schedule;

“Commencement of the Development” means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, included but not limited to vegetation and tree clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly;

“Community Hall Floor Space” means not less than 360 square metres of gross internal floor space to be provided within the Community Hub for the purposes referred to in paragraph 1.1 of the Eighth Schedule;

“Community Hub” means the retail, community and flexible work space within the Development in the locations on the Land agreed with the Council in accordance with the Eight Schedule;

“Contributions” means the Poole Harbour Recreation Strategic Access, Management and Monitoring Contribution, Health Services Contribution, Dorset Heathlands Strategic Access Management and Monitoring Contribution, Education Contribution, Nitrogen Reduction in Poole Harbour Contribution and Transport Mitigation Contribution;

“Custom / Self-Build Plots”

means five (5) plots within the Development that will contain dwellings built in accordance with the relevant definitions of “custom” and “self” build within the Self-build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016). For the avoidance of doubt, this Act’s definition does not distinguish between self-build and custom housebuilding and provides that both qualify as such as they are where an individual, an association of individuals, or persons working with or for individuals or associations of individuals, build or complete houses to be occupied as homes by those individuals;

“Default Works”

means the meaning in accordance with paragraph 10 of the Seventh Schedule;

“Development”

means the development of the Land proposed in the Application or permitted by the planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission;

"Dorset Heathlands Strategic Access Management and Monitoring Contribution (SAMM)"

means the sum of £397 (three hundred and ninety-seven pounds) Indexed Linked per house, £271 (two hundred and seventy one pounds) Indexed Linked per flat including an administrative fee of £1,000 (one thousand pounds) Indexed Linked calculated using the Council’s scale for such fees in force at the date of this Agreement to be paid by the Owner to avoid or mitigate against any adverse effect of the Development on the Dorset Heathlands in accordance with the Dorset Heathlands Planning Framework Supplementary Planning Document 2020-2025 and Policy PP32 of the Local Plan;

“Dwelling”	means a unit of Affordable Housing or a Market Unit;
“Education Contribution”	means the sum of £3,038,735 (three million, thirty eight thousand seven hundred thirty-five pounds) Index Linked towards the cost of providing additional school places to mitigate the effects of the Development throughout the Council’s administrative area;
“Health Services Contribution”	means the sum of £55,600 (fifty-five thousand and six hundred pounds) Index Linked to be applied towards the upgrading of local doctors’ surgeries to mitigate the effects of the Development;
“Highways Agreement”	means an agreement made under section 38 and section 278 of the Highways Act 1980 to undertake the works detailed as the Highway Works;
“Highway Consents”	means any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, Statutory Undertaker or person for the carrying out of the Highway Works, including any Traffic Regulation Orders;
“Highway Works”	the creation of the new roads/footways/cycleways within the site shown on the approved plans to form part of the S.278/38 works as shown on the Land coloured pink on Plan 2 and that are highway works away from the highway as shown coloured brown on Plan 2 which works are required to improve the infrastructure provision arising from the Development in accordance with any detailed design subsequently approved by the Council; and include the following works:

- construction of the new road junction at 94 Magna Road;
- the alterations of the existing footway connection between Runnymede Avenue and Magna Road to create a shared cycle/footway;
- the alterations of the existing Knighton Lane road to create the access road; and
- the alterations/widening of the south side footway of Magna Road from Knighton Lane to Wheelers Lane to create a shared cycle footway;

“Index Linked”

means increased by the percentage (if any) by which the Retail Price Index shall have increased between the date of its last publication immediately prior to the date of this Agreement and the date of its last publication prior to the date of payment;

“Interest”

means interest at 4% per cent above the base lending rate of the Bank of England from time to time;

“Knighton Stream Compensation Management Plan”

means a management plan to provide for the compensation measures for the Knighton Stream culverting works in accordance with paragraph 4 of the Fifth Schedule;

“Land”

means all of the land comprised in the Property;

“Landscaped Open Space Area”

means the area of landscaped open space;

“Landscaped Open Space Area Plan”	means the land shown coloured green on Plan 5
“LEAP”	means a local equipped area for play which includes 5 different types of play equipment for children between the ages of 4 -12 years providing challenges and enjoyment appropriate to the age group and to include seating for accompanying adults together with litter bins and including a surfacing specification of porous macadam the design and layout to be agreed pursuant to the approval of the relevant Reserved Matters Application;
“Local Plan”	means the Poole Local Plan adopted November 2018;
“NEAP”	means a Neighbourhood Equipped Area for Play which includes 8 different types of play equipment for children between the ages of 8 – 14 years providing challenges and enjoyment appropriate to the age group and to include seating for accompanying adults together with a teenage meeting area and litter bins and including a surfacing specification of porous macadam the, design and layout to be agreed pursuant to the approval of the relevant Reserved Matters Application;
“Market Unit”	means any Dwelling whether a flat or a house which is not an Affordable Housing Unit;
“Multi-Use Games Area (MUGA)”	means the 18.5m x 37m multi-use games area to be provided in accordance with paragraph 6 of the Second Schedule on the Land, including a surfacing specification of porous macadam and 3 (three) park benches the location, design and layout to be agreed

	pursuant to the approval of the relevant Reserved Matters Application;
"Nitrogen Reduction in Poole Harbour Contribution"	means £573 (five hundred and seventy-three pounds) per care home single bed Index Linked and calculated using the Council's scale for such fees in force at the date of this Agreement to be paid by the Owner in order to mitigate the impact upon Poole Harbour special protection area site from additional nutrients generated by the care home;
"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Outline Development"	means the outline planning permission forming part of the Application for the phased development of up to 695 new homes, a community hub comprising retail uses (A1/A2/A3), flexible workspace (B1), community uses (D1/D2) and a 60 bed care home;
"Owner"	means collectively and for the purposes of this Agreement defined as the First Owner, Second Owner and Third Owner;
"Personal Travel Planning"	means the information on the choice of sustainable travel modes to and from the Development which encourage more sustainable patterns of movement and less reliance on car travel;
"Phase"	means each phase of construction of the Development identified in a phasing plan approved by the Council and pursuant to the Planning Permission;

“Plan 1”	means the plan annexed to this Agreement and numbered 1;
“Plan 2”	means the plan annexed to this Agreement and numbered 2;
“Plan 3”	means the plan annexed to this Agreement and numbered 3;
“Plan 4”	means the plan annexed to this Agreement and numbered 4;
“Plan 5”	means the plan annexed to this Agreement and numbered 5;
“Planning Permission”	means the full and outline (i.e. hybrid) planning permission subject to conditions to be granted by the Council pursuant to the Application;
“Play Area Land”	means the land shown for identification purposes hatched green on Plan 3;
“Play Area Works”	means works to be carried out under paragraph 6 & 7 to the Second Schedule in accordance with the Play Area Works Specification, specifically: i) a Neighbourhood Equipped Area of Play (“NEAP”) ii) two (2) Locally Equipped Areas of Play (“LEAP”) and (iii) a Multi Use Games Area (“MUGA”)
“Play Area Works Specification”	means a specification for the carrying out of Play Area Works and the maintenance specification to be agreed in writing between the Owner and the Council prior to the completion of the construction of the first Dwelling at the Development in accordance with paragraphs 6 & 7 of the Second Schedule
“Poole Harbour Recreation Strategic Access Management and Monitoring Contribution (SAMM)”	means the sum of £141 (one hundred and forty one pounds) Indexed Linked per house, £97 (ninety-seven pounds) Indexed Linked per flat including an administrative fee of £333

(three hundred and thirty three pounds)
Indexed Linked calculated using the Council's
scale for such fees in force at the date of this
Agreement to be paid by the Owner to avoid
or mitigate against any adverse effect of the
Development on the Poole Harbour Special
Protection Area in accordance with the Poole
Harbour Recreation Supplementary Planning
Document 2019-2024 and policy PP32 of the
Local Plan;

"Practical Completion"

means the issue of a final certificate by the
Owner to the Council certifying that the
relevant works or part thereof are for all
practical purposes sufficiently complete to put
into use and practically complete and
practically completed shall be construed
accordingly;

"Property"

means the property situated at and known as
Knighton Farm, Knighton Lane, Wimborne
BH21 3AS as is registered at the Land
Registry under title numbers DT17220,
DT326214, DT227262, DT400261, P50940,
P154746 and P168490 as outlined in red on
Plan 1;

"Reasonable Endeavours"

means it is agreed by the parties that the party
under such obligation shall not thereby be
required to take proceedings (including any
appeal) in any court public inquiry or other
hearing but subject thereto such party shall be
bound to attempt to fulfil the relevant
obligation(s) by the expenditure of such effort
and/or sums of money and the engagement of
such professional or other advisers as in all
the circumstances (including any adverse

	commercial implications to the party to perform such obligation) may be reasonable;
"Registered Provider" and "RP"	means a registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by Homes England or the Regulator of Social Housing for receipt of social housing grant as may be proposed Owner and approved by the Council and "Registered Providers" shall be construed accordingly;;
"Reserved Matters Application"	means an approval by the Council of a reserved matters application made pursuant to the Planning Permission for some or all of the Development;
"Retail Price Index"	means the United Kingdom fiscal annualised retail prices index as published by the Office for National Statistics (or by any government department or other body upon which duties to prepare such an index devolve) provided that in the event of the method used to compile such index or such index being abolished or for any reason whatsoever to apply such alternative as shall be agreed by the parties;
"Road/Cycle/Pedestrian Route"	means the construction to adoptable standard of a road, cycle and pedestrian path link on land in accordance with paragraph 8 of the Second Schedule;
"Subsidised Price"	means the sum agreed as part of the Affordable Housing Scheme at which the Shared Ownership Unit(s) shall be offered for disposal to a Registered Provider such sum

			not exceeding 80% of the Market Value for an equivalent Open Market Dwelling;
“Suitable Alternative Greenspace (“SANG)”	Natural		means the area of suitable alternative natural greenspace to be provided to mitigate inter alia the impact of the Development on the Dorset Heathlands in accordance with the Seventh Schedule;
“SANG Bond”			means the total sum of fifty thousand pounds (£50,000) to be paid to the Council as a bond in respect of the Council having to undertake the management and maintenance of the SANG Land or undertake any SANG Works on the SANG Land in the event that the SANG Owner is unable to comply with the SANG Management Plan at any time throughout the SANG Period;
“SANG Land”			means the land shown shaded Green on the plan appended as Plan 4 illustrating the SANG;
“SANG Management Plan”			means a detailed plan for the creation of and the ongoing maintenance of the SANG as approved by the Council which is the approved SANG management plan dated 16 November 2018 APP/16/01064/C relating to the SANG land and revised from time to time in accordance with the Seventh Schedule;
“SANG Owner”			means the Second Owner;
“SANG Period”			means a period of eighty (80) years from the date of first Occupation of the first Dwelling at the Development;
“SANG Service Charge/s”			means the charge levied on the owners of the Dwellings in respect of the management and maintenance costs of the SANG;

“SANG Works”	means the works to construct and deliver the SANG Land as described more particularly in Part 2 of the Seventh Schedule;
"Scheme"	means a detailed scheme for the provision of the Affordable Housing including tenure and location written in accordance with the Council's Affordable Housing Supplementary Planning Document (adopted November 2011);
“Shared Ownership Housing”	means an Affordable Housing Unit let on a Shared Ownership Lease in respect of which the occupier has purchased a proportion of the equity in the property (whether or not the occupier pays rent on the remaining equity) and is permitted to Staircase up to acquire a freehold interest in the property and "Shared Ownership Unit(s)" shall be construed accordingly;
“Shared Ownership Lease”	means a lease of an Affordable Housing Unit for a term of not less than 99 years under which the initial share of the equity purchased by the tenants of such leases shall be not less than 25% nor more than 75% and every such lease shall include a right to purchase further shares of equity and where the rent charged for the equity share retained by the Registered Provider complies with the rent regime for shared ownership properties set from time to time by Homes England and/or the Regulator of Social Housing;

"Staircasing"	means the method and ability (where applicable in law) of an occupier of a Shared Ownership Unit to acquire the remaining equity in the relevant Shared Ownership Unit at the date upon which the right to staircase is exercised and reference to "Staircases" or "Staircased" shall be construed accordingly;
"Statutory Undertaker"	means any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;
"Signage and accessibility Contribution"	means the sum of nine thousand pounds (£9,000) Index Linked to improve the signage, accessibility and linkage of the new development and existing walking/cycling routes in accordance with paragraph 8 of the Fifth Schedule
"Stour Valley Way"	means the sum of forty thousand pounds (£40,000) Indexed Linked towards improvements to the surface of the Stour Valley Way as agreed with and confirmed in writing by the Council, prior to the Commencement of Development and to be applied towards no less than a 1.6 km of roadway at the rate of £25 per linear metre for labour and materials and to allow the supply of material from the Land in accordance with paragraph 9 of the Fifth Schedule
"Traffic Regulation Order Contribution"	means the sum of £10,000 ten thousand pounds payable towards a Traffic Regulation Order in respect of the new access roads throughout the development

“Transport Mitigation Contribution”

means the sum of one million eight hundred and seventy-seven thousand three hundred and sixty-nine pounds (£1,877,369) Index Linked in accordance with the Poole Local Plans PP10 and PP35 payable in accordance with paragraph 1.1 to 1.3 of the Sixth Schedule towards enhancing the local bus measures

“Travel Plan”

means a document containing a package of measures encouraging alternative modes of transport which has been written in accordance with the Council's Supplementary Planning Guidance on Travel Plans (April 2003) and any guidance amending, consolidating or replacing it from time to time and “Approved Travel Plan” means a Travel Plan which has been submitted to and approved by the Council;

“Travel Plan Monitoring Fee”

means the sum of six hundred and sixty five pounds (£665.00) Index Linked per year for a period of 7 years or alternatively (if the Owner decides) the sum of four thousand six hundred and fifty five pounds (£4,655.00) Index Linked payable as a one-off payment (in place of the annual payment over 7 years) towards the monitoring of the Travel Plan as approved by the Council in accordance with the Council's supplementary planning guidance on travel plans together with an administration charge of £50.80 for each payment;

“Working Day”

means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business and the term **“Working Days”** shall be construed accordingly.

2. Construction

- 2.1 Words importing the masculine include the feminine and the neuter and vice versa and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.2 Words importing the singular include the plural and vice versa
- 2.3 In this Agreement unless the context otherwise requires the expressions "the Council", "the Owner" and substituted words therefor shall include their respective successors in title, personal representatives and assigns and in the case of the Council the successors to its respective statutory functions.
- 2.4 Where the Owner is more than one person all covenants agreements and declarations on the part of the Owner herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Owner and so that the said covenants agreements and declarations may be enforced by the Council against such persons jointly and severally as the Council shall in its absolute discretion decide or circumstances require
- 2.5 Where reference is made in this Agreement to clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement
- 2.6 Where reference is made in this Agreement to a Working Day, it shall mean a day that is not a Saturday, Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971
- 2.7 Clause headings shall not affect the interpretation of the Deed
- 2.8 Any reference to an Act of Parliament includes any modification, extension or re-enactment of that Act for the time being in force and includes all instruments, order, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.9 Any obligation, covenant, undertaking or agreement by any party to this Deed not to do act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing

3. Enabling Provisions

This Agreement is a Planning Obligation made pursuant to Section 106 of the Act, Section 11 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers the parties

4. Commencement

This Agreement shall come into effect upon the date of this Agreement but the obligations contained herein shall become effective only upon the grant of the Planning Permission and Commencement of the Development save for Clause 9 which shall come into effect immediately upon completion of this Agreement

5. Covenants by the Owner

5.1 The Owner hereby covenants with the Council:

5.1.1 to observe and perform the Planning Obligations

5.1.2 to comply with all other provisions covenants and other stipulations contained in this Deed not being Planning Obligations

5.1.3 within 21 (twenty-one) days of the date of any Disposal of any legal interest in the Land or any part thereof to give the Council written notice thereof including details of the name and address of the person or persons to whom such interest was transferred **PROVIDED ALWAYS** that this shall not apply to interest by way of mortgage or legal charge or to Disposal of a Dwelling

5.1.4 that there are no interests (legal or equitable) in the Land other than detailed in this Deed

5.2 Failure to provide written notice in accordance with clauses 4.1.2 will be deemed to be a breach of this Deed

5.3 The Owner shall permit any person duly authorised by the Council to enter the Land upon reasonable notice and at any reasonable time (except in an emergency) at any reasonable hour to ascertain whether there is or has been any breach of the Planning Obligations or any other provisions covenants or stipulations hereunder

6. Covenants by the Council

The Council **HEREBY COVENANTS** with the Owner that it will observe the obligations imposed on the Council as set out in the Ninth Schedule

7. Enforceability

- 7.1 The above covenants shall be enforceable by the Council as Local Planning Authority against the Owner and any person deriving title under them in respect of their interest or any lesser interest in the Land as if that person had also been a party to this Agreement in respect of the interest for the time being held by him but no person or company shall be bound once he has parted with all interest in the land in accordance with Section 106(4) of the Act
- 7.2 The covenants contained in this Agreement shall cease forever to bind the following part of parts of the Land:
- 7.2.1 if the Owner or the tenant of the Affordable Housing unit or the tenant of any Affordable Housing unit grants a mortgage or financial charge over the Affordable Housing units or any single Affordable Housing unit to a bank, building society, assurance company or other bona fide financial institution and there has been a bona fide default by the Owner or the tenant of the terms of the mortgage or charge and the financial institution seeks to dispose of the Affordable Housing unit or any of them under the terms of that mortgage or charge then such mortgagee or charge shall be free from the restrictions in this Agreement as will any successor in title to the said mortgagee or charge
- 7.2.2 if the tenant of any unit of Affordable Rented Housing erected on the Land exercised upon the Owner any compulsory and statutory right to purchase or acquire the Dwelling or where a tenant of a unit of Shared Ownership Housing "stair-cases" his or her equity share to 100% then any such tenant shall be free from the restrictions in this Agreement as will any subsequent purchaser
- 7.2.3 Save for the covenants within this Agreement relating to Affordable Housing, this Agreement shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Permission nor against those deriving title from them.
- 7.2.4 This Agreement shall not be enforceable against Statutory Undertaker providing services to the Land and deriving title in relation to the same.
- 7.2.5 If any provision in this Agreement shall be held by the Secretary of State or a Planning Inspector to be invalid illegal unenforceable or not justified by and in accordance with the Community Infrastructure Levy Regulations (2010) (as amended) and the National Planning Policy Framework (July 2021) then that provision shall be of no effect *SAVE THAT the validity legality and enforceability of the remaining provisions in this Agreement shall not in any way be deemed thereby to be affected or impaired.*

8. General

The parties agree that:

- 8.1 nothing in this Agreement constitutes the grant or an obligation to grant the Planning Permission
- 8.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function
- 8.3 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers
- 8.4 the obligations contained in this Agreement are planning obligations for the purpose of Section 106 of the Act
- 8.5 this Agreement constitutes a Deed
- 8.6 this Agreement is enforceable by the Council as local planning authority
- 8.7 this Agreement shall be registered as a local land charge by the Council
- 8.8 this Agreement does not confer nor is it intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999
- 8.9 following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the register of Local Land Charges in respect of this Agreement

9. Costs

The Applicant shall pay to the Council prior to completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement

10. No fetter of discretion

Nothing (contained or implied) in this Agreement shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

11. Waiver

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. 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.

12. Future Permissions

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

13. Mortgagee in possession

- 13.1 The provisions in this Agreement relating to affordable housing shall not be binding upon a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “**Receiver**”) of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

13.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

13.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing free from the affordable housing provisions in this Agreement which provisions shall determine absolutely

14. Change in Ownership

- 14.1 The Owner agrees with the Council to give the Council a written notice within ten (10) Working Days of any change in ownership of its interest in the Property occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of that part of the Property or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to the sale or lease of any individual Dwelling or any disposal to any of the statutory utilities for their operational purposes or to any mortgage or charge on the Property.
- 14.2 No person shall be liable for the Planning Obligation or any other provision of this Deed after it shall have parted with its entire interest in the Land or that part of the Land to which the relevant obligation or provision relates but without prejudice to any subsisting breach arising prior to parting with such interest.

15 Release

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

16. Determination of deed

The obligations in this Agreement (with the exception of clause 8) shall cease to have effect if before the Commencement of the Développement, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

17. Disputes

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 17.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
- 17.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 17.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 17.4 the seat of the arbitration shall be London.

18. Agreements and declarations

The parties agree that:

- 18.1 nothing in this Agreement constitutes a planning permission or an obligation to grant the Planning Permission; and
- 18.2 nothing in this Agreement grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

19. Notices

19.1 Any notice to be given under this Agreement must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

19.2 Any notice to be given under this Agreement must be sent to the relevant party as follows:

- (a) to the Council at the Civic Centre, Bourne Avenue, Bournemouth, Dorset, BH2 6DY marked for the attention of the Head of Law & Governance;

(b) to the Owner at the addresses specified at the beginning of this Deed

or as otherwise specified by the relevant party by notice in writing to each other party.

19.3 Any notice given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

19.4 A notice or other communication given under this Agreement shall not be validly given if sent by e-mail.

19.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Conditionality

This Deed shall come into effect upon the grant of Planning Permission except for clauses 1, 2, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 which shall come into effect immediately upon completion of this Deed

21. USE OF CONTRIBUTIONS INDEXATION AND INTEREST

a. Nothing in this Deed binds the Owner to pay;

- i. any Financial Contribution before the date on which it is due under the Schedules, or
 - ii. any Financial Contribution if the relevant due date for that contribution is not reached,
- or
- iii. any greater Financial Contribution other than as provided for in this Deed, or
 - iv. any Financial Contribution prior to Commencement of Development

b. The Council is entitled to use all Interest accrued, in howsoever way they decide in each Financial Contribution specified in the Schedules from the date of actual payment of the Financial Contribution until the date when the contribution is spent

c. Unless otherwise expressly stated all Financial Contributions due to be paid by the Owner shall be increased by the Indexation Factor from the date of this Deed

- d. In the event of any delay by the Owner or the Developer in making any payment required under this Deed, Interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment
- e. Any money from time to time held by the Council in respect of any payment made to the Council by the Owner or the Developer under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return by the Council to the party who made that payment if that party:
 - i. becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
 - ii. passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
 - iii. enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed
- f. The Council may spend part of the Financial Contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule

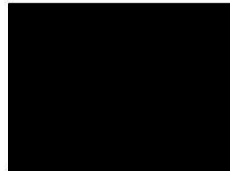
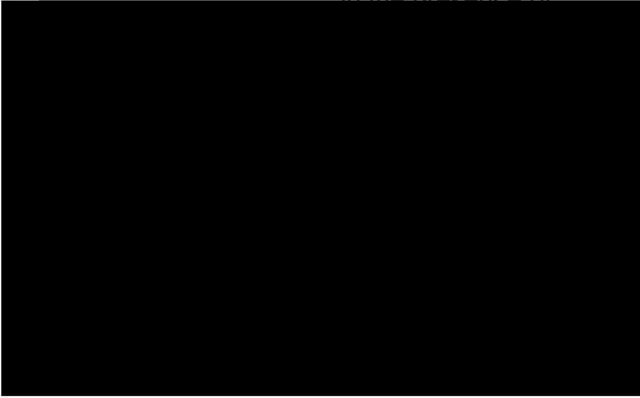
22. Governing law

This Agreement 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 and Wales.

IN WITNESS of which this Agreement has been executed as a Deed the day and year first before written

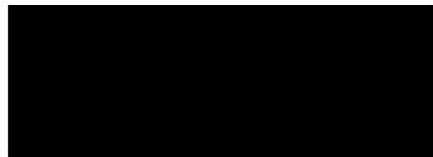
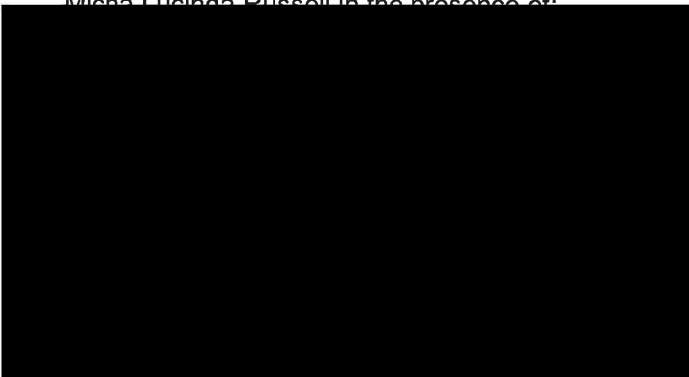
SIGNED as a **DEED** by the Executor of the Estate of Timothy Robin Harding said

in the presence of:



SIGNED as a **DEED** by the said

Micha Lucinda Russell in the presence of:



SIGNED as a **DEED** by the said
Jemma Alexi Harding in the presence

SIGNED as a **DEED** by
Estate Resources and Management
Limited
acting by , a director, in

SIGNATURE OF DIRECTOR

acting by , a director, in

SIGNATURE OF DIRECTOR

Director

SIGNATURE OF WITNESS
NAME, ADDRESS AND
OCCUPATION OF WITNESS

EXECUTED AS A DEED by affixing **THE COMMON SEAL** of
BOURNEMOUTH, CHRISTCHURCH



FIRST SCHEDULE – AFFORDABLE HOUSING

COVENANTS BY THE OWNER

1 AFFORDABLE HOUSING

- 1.1 Prior to the Commencement of each phase of the Development the Owner shall submit the Affordable Housing Scheme to the Council for approval such scheme to include details of the following:
- 1.1.1 the number and specific location of the Affordable Housing Units which shall unless otherwise agreed by the Council in writing be consistent with the level of Affordable Housing expected to be secured across the whole Development;
 - 1.1.2 the proposed tenure of each Affordable Housing Unit which shall unless otherwise agreed by the Council in writing be consistent with the Affordable Housing Tenure Mix;
 - 1.1.3 the house type, size, and proposed programme for construction of the Affordable Housing Units;
 - 1.1.4 the timing of Practical Completion of the Affordable Housing Units in relation to the Occupation of the Market Units
 - 1.1.5 confirmation of the relevant Registered Provider who is expected to provide such Affordable Housing Units **PROVIDED THAT** it is agreed that with the Council's prior approval the Owner will be entitled to amend the nomination by adding or removing Registered Provider(s) from time to time during the course of carrying out the Development; and
 - 1.1.6 the offer documentation that is proposed to be issued to the Registered Provider in respect of the Affordable Housing Units.
- 1.2 Within 1 month (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the said initial 1 month period) of the Council receiving from the Owner an Affordable Housing Scheme the Council will notify the Owner in writing of its approval to the Affordable Housing Scheme proposed by the Owner or will provide in writing its proposed amendments to the Affordable Housing Scheme (acting reasonably) pursuant to which the Owner shall submit a revised Affordable Housing Scheme incorporating those amendments as are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed

amendments to the Affordable Housing Scheme within 1 month (or such other period of time that may be agreed) it shall be deemed that the Council has approved the Affordable Housing Scheme submitted by the Owner **AND FURTHER PROVIDED THAT** if agreement cannot be reached between the Council and the Owner within 2 months of the date of the submission to the Council (or such other period of time that may be agreed) then the provisions of clause 10 relating to expert determination can be invoked by any party in relation to only those matters that are in dispute.

- 1.3 No Dwelling shall be Occupied until the Council has approved or has been deemed to have approved the Affordable Housing Scheme.
- 1.4 The Affordable Housing Scheme may be amended from time to time with the written agreement of the Council and the Owner.
- 1.5 The Owner covenants to implement the Development in accordance with the approved Affordable Housing Scheme and shall use reasonable endeavours to dispose of the Affordable Housing Units to the Registered Provider pursuant to the approved Affordable Housing Scheme during the Offer Period so that:
 - 1.5.1 the Affordable Rented Units are offered for disposal at the Affordable Rented Unit Price; and
 - 1.5.2 the Shared Ownership Units are offered for disposal at the Subsidised Price
- 1.6 In the event that no offers consistent with the requirements of paragraph 1.5 above are received in respect of any Affordable Housing Unit(s) from a Registered Provider within the Offer Period the Owner shall:
 - 1.6.1 notify the Council of that fact within 14 (fourteen) days of the date of the expiry of the offer period; and
 - 1.6.2 provide the Council with copies of the offer documentation submitted to the Registered Provider and any written response provided by the Registered Provider within the Offer Period in respect of the same;
- 1.7 Within 14 (fourteen) days of the Council receiving from the Owner the information referred to in paragraph 1.6 of this Schedule the Council shall notify the Owner in writing that it is satisfied that the Owner has used reasonable endeavours to dispose of the Affordable Housing Units to the Registered Provider on the terms set out in paragraph 1.5 of this Schedule or will confirm in writing such additional information as it may reasonably require to satisfy itself of the same **PROVIDED THAT** if the Council does not provide such notification or written response within 14 (fourteen) days it shall be deemed that the Council is satisfied that the Owner has used

reasonable endeavours to dispose of the Affordable Housing Units to the Registered Provider on the terms set out in paragraph 1.5 of this Schedule **AND FURTHER PROVIDED THAT** if agreement cannot be reached between the Council and the Owner within 2 months of the date of the submission of the information referred to in paragraph 1.6 of this Schedule to the Council then the provisions of clause 10 relating to expert determination can be invoked by any party in relation to only those matters that are in dispute.

- 1.8 Upon receipt of the Council's written notification or deemed notification that it is satisfied that the Owner has used reasonable endeavours to dispose of the Affordable Housing Units to the Registered Provider on the terms set out in paragraph 1.5 of this Schedule the Council and the Owner shall agree revisions to the approved Affordable Housing Scheme that will enable the Affordable Housing Units to be disposed to a Registered Provider on the terms set out in paragraph 1.5 of this Schedule which may for the avoidance of doubt incorporate a revised Affordable Housing Tenure mix or Affordable Housing Lettings mix.
- 1.9 The Owner shall not permit:
- 1.9.1 more than 50% of the Market Units to be Occupied until construction of the Affordable Housing Units has been Commenced;
- 1.9.2 more than 75% of the Market Units to be Occupied until the Affordable Housing Units have been Practically Completed.
- 1.10 The obligations in paragraph 1 of this Schedule shall not be enforceable or binding against:
- 1.10.1 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver; and
- 1.10.2 a Registered Provider or any tenant (including their successors in title) of an Affordable Housing Unit who exercises any statutory Right to Acquire or who Staircases to 100% of such dwelling nor any mortgagee or chargee (or successors in title) of such a tenant nor any receiver appointed by such mortgagee or chargee (including administrative receivers) or their successors in title

**SECOND SCHEDULE – PROVISION OF
THE HIGHWAY WORKS, MUGA & PLAY AREA LAND**

COVENANTS BY THE OWNER

1. Prior to the Commencement of the Development the Owner shall submit to the Council the detailed design, methodology and programme for the delivery of the Highway Works for approval in writing by the Council.
2. Prior to the commencement of the Highway Works (as illustrated on Plan 2) the Owner will enter into a Highways Agreement with the Council to secure the design, construction and completion by the Owner of the Highway Works and their subsequent adoption as publicly maintainable highway and deliver it to the Council.
3. Prior to the Occupation of the 300th Dwelling to have completed the bus route through the southern parcel(s) as illustrated on Plan 2.
4. Prior to the Occupation of the first Dwelling or such other date agreed in writing with the Council, the Owner shall obtain all Highway Consents. Carry out and practically complete the Highway Works in accordance with the phased delivery of Dwellings in accordance with the approval of the Reserved Matters Application and relevant Phase at its own expense in accordance with the terms of the planning permission for the Outline Development, the Highways Agreement referred to in paragraph 2 of this Schedule and the Highway Consents.
5. The Owner shall give to the Council at least four weeks advance notice in writing of its intention to carry out any part of the Highway Works
6. No more than 300 Dwellings within the Development shall be Occupied in accordance with the phased delivery of Dwellings in accordance with the approval of the Reserved Matters Application unless the Owner has agreed in writing with the Council, i) the specification for the Play Area Land and ii) completed the MUGA and NEAP to the written satisfaction of the Council in the definition of Play Area Works
7. Prior to Occupation of the 600th Dwelling the Owner shall carry out the works to provide the LEAP to the written satisfaction of the Council as defined in the definition of Play Area Works
8. Prior to occupation of the 100th dwelling the Owner will provide the Road/Cycle/Pedestrian Route for adoption by the local highway authority to provide access to the part of the Poole Local Plan allocation UE2 that does not fall within the red line of the Development

THIRD SCHEDULE – EDUCATION CONTRIBUTION

COVENANTS BY THE OWNER

1. To pay the first instalment of one million twelve thousand nine hundred and twelve pounds and sixty seven pence (£1,012,911.67) of the Education Contribution to the Council in its capacity as local education authority prior to Occupation of the 100th dwelling in accordance with the approval of the Reserved Matters Application.
2. To pay the remaining instalment of two million twenty five thousand eight hundred and twenty three pounds (£2,025,823) of the Education Contribution to the Council in its capacity as local education authority prior to Occupation of the 300th dwelling in accordance with the approval of the Reserved Matters Application.

FOURTH SCHEDULE – TRAVEL PLAN

COVENANTS BY THE OWNER

1. The purpose of the Travel Plan will be to encourage the use of sustainable modes of transport to and from the Development.
2. The Owner will not cause or permit the Occupation of any Dwelling until a Travel Plan has been submitted to and approved by the Council.
3. The approved Travel Plan shall be implemented by the Owner prior to occupation of the first Dwelling in line with the timescales indicated within the approved Travel Plan and the measures shall be committed to for a minimum of 7 years from first occupation of a Dwelling. The approved Travel plan shall contain, but is not limited to, the following measures
 - a. The appointment of a travel plan co-ordinator to oversee the operation of the Travel Plan for the site whose name and contact details shall be supplied to the Council within 3 months of occupation of any Dwelling
 - b. The promotion of sustainable transport modes through an annual promotion day to be held on the site in conjunction with the Council.
 - c. Personal Travel Planning for each household
 - d. The provision of a free three (3) month bus travel voucher to each Dwelling
 - e. A Car Club scheme with a minimum of two (2) cars to be implemented prior to occupation of the 300th Dwelling and to be available for a minimum of 3 years following occupation of the 300th Dwelling
4. The Owner shall within 3 months of first Occupation of the first Dwelling for a period of ten (10) years occurring every 2 years carry out a survey of the modes of transport used by each household of the Development. Prior to carrying out the survey the format of the Survey shall be agreed in writing with the Council. The results of each Survey shall be collated and details submitted to the Council within 3 months of the Survey being undertaken.
5. Where the results of the Surveys indicate a need to review the contents and measures committed to within the Approved Travel Plan, including the introduction of new or enhancement of existing sustainable transport measures, then the review and any

subsequent amendment to the measures within the Approved Travel Plan shall be carried out by the Owner in conjunction with and with the approval of the Council with that approval not being unreasonably withheld by the Council.

6. The Owner shall upon first Occupation of any Dwelling pay to the Council the Travel Plan Monitoring Fee
7. The Owner shall prior to the Occupation of the 300th Dwelling enter into a written agreement with a Car Club Scheme operator either Car Plus or an equivalent organisation or and equivalent or an equivalent organisation for the provision of a minimum of two (2) Car Club Scheme Spaces to be provided on the Development prior to occupation of the 300th dwelling and to be available for a minimum of three (3) years following occupation of the 300th Dwelling
8. The Owner shall prior to the Occupation of the 300th Dwelling provide to the Council a copy of the written agreement as detailed a 7 above
9. The Owner shall prior to the Occupation of the 300th Dwelling provide on the Development the Car Club Scheme Spaces
10. The Owner shall for a period of three (3) years commencing on the date from which the 300th Dwelling is occupied maintain the Car Club Scheme Spaces unless those Car Club Scheme Spaces are located on the adopted highway secured under the Highway Agreements.
11. The Owner shall on the Occupation of the 300th Dwelling and every subsequent Dwelling occupied ensure that the Car Club Scheme is advertised and promoted to the residents of the Development by providing them with details of the Car Club Scheme including its membership details.

FIFTH SCHEDULE

OTHER COVENANTS AND OBLIGATIONS

COVENANTS BY THE OWNER

- 1 The Owner will not cause or permit the Occupation of any Dwelling until the Dorset Heathlands Strategic Access Management and Monitoring Contribution has been paid to the Council in accordance with the relevant calculation for each phase as approved by each Reserved Matters Application
- 2 The Owner will not cause or permit the Occupation of the relevant number of Dwellings as referred to in the Third Schedule until the Education Contribution has been paid to the Council in accordance with the Third Schedule.
- 3 The Owner will not cause or permit the Occupation of any Dwelling until the Poole Harbour Recreation Strategic Access, Management and Monitoring Contribution has been paid to the Council in accordance with the relevant calculation for each phase as approved through each Reserved Matters Application
- 4 The Owner will prior to the Commencement of the Development provide in writing to the Council a management plan detailing the compensation works to be undertaken to the Knighton Stream culverting
- 5 Prior to the Commencement of each phase approved through the Reserved Matters Application the Owner shall submit the Accessible and Adaptable Dwellings scheme to the Council for written approval Prior to the Occupation of any of the Accessible and Adaptable Dwellings to provide to the Council written confirmation of compliance with Building Regulations
6. The Owner will provide the Custom / Self-Build Plots for sale or lease prior to the commencement of the 600th Dwelling
7. The Owner will pay the Health Services Contribution to the Council prior to the Occupation of the 300th Dwelling
8. The Owner will prior to the Occupation of the first Dwelling pay the Signage and Accessibility Contribution to the Council
9. The Owner will prior to the Occupation of the first Dwelling pay the Stour Valley Way Contribution and make available the construction materials from the Land

**SIXTH SCHEDULE –
TRANSPORT MITIGATION & TRAFFIC REGULATION CONTRIBUTION ORDER &
NITROGEN REDUCTION IN POOLE HARBOUR CONTRIBUTION**

COVENANTS BY THE OWNER

- 1.1 The Owner will pay to the Council the first instalment of the Transport Mitigation Contribution Six (£625,789) to the Council prior to Occupation of the 100th Dwelling;
- 1.2 The Owner will pay to the Council the second instalment of the Transport Mitigation Contribution (£625,789) to the Council prior to Occupation of the 300th Dwelling;
- 1.3 The Owner will pay to the Council the remaining instalment of the Transport Mitigation Contribution (£625,791) to the Council prior to Occupation of the 500th Dwelling;
- 1.4 Within three months of the Commencement of Development to pay the Traffic Regulation Order Contribution
- 1.5 The Owner will pay to the Council the Nitrogen Reduction in Poole Harbour Contribution prior to the Occupation of the first care home bed within the Development.

SEVENTH SCHEDULE – SANG LAND

COVENANTS BY THE OWNER

1. The Owner shall prior to the submission of the first Reserved Matters Application submit in writing for approval by the Council, such approval not to be unreasonably withheld, a SANG Management Plan (as it relates to paragraph 2 (2.1.1 – 2.1.4) below
2. The SANG Management Plan will incorporate the following:
 - 2.1.1 a detailed plan for the initial creation of the SANG Land, including a method statement and timeline for the carrying out of the SANG Works;
 - 2.1.2 a maintenance plan, including a programme for the replacement of essential infrastructure as required;
 - 2.1.3 proposals for the promotion of the SANG Land as open access land to the residents and visitor to the Dwellings and the general public
 - 2.1.4 provisions for the monitoring of the SANG Land by the Council in conjunction with other agencies acting only as the Council's agent at the Council's discretion to include inter alia Natural England and Urban Heaths Partnership
3. On every fifth (5th) anniversary of the planning permission of the SANG Management Plan during the SANG Period or where otherwise agreed by the Parties, the SANG Owner shall submit any material changes to the SANG Management Plan to the Council for approval (such approval not to be unreasonable withheld or delayed) and will undertake a review of the SANG Management Plan and agree with the Council such revision as may be necessary, documenting them in accordance with the procedure set out in the Seventh Schedule
4. Prior to commencing the SANG Works the SANG Owner shall submit notice of the start date of the SANG Works to the Council
5. The SANG Owner shall complete the SANG Works in accordance with the SANG Management Plan
6. The SANG Owner shall not cause or permit the Occupation of the first Dwelling until the SANG Works have been completed and the SANG Land is made available for use by the public

7. The SANG Owner shall provide the SANG Land for the SANG Period in accordance with the SANG Management Plan and during the SANG Period shall permit the public to walk over the SANG Land (and the Council agrees that the SANG Owner shall prevent the creation of the same through the provision of signage on the SANG Land in order to prevent the creation of a public right of way) provided always that the SANG Owner may suspend use of various parts of the SANG Land at any time for the purposes of carrying out essential repairs to any footpaths for a period or periods together not exceeding one month in any 12 month period unless with the prior agreement of the Council or for reasons of public safety
8. Prior to Occupation of any Dwelling, the SANG Owner will pay to the Council the SANG Bond
9. The SANG Owner shall at all times during the SANG Period allow the Council, their agents and contractors access with or without workmen and equipment to inspect the SANG Works and the SANG Land
10. Following an inspection, if the Council considers the SANG Owner to be in default of the SANG Owner's obligations under this Agreement the Council shall service written notice on the SANG Owner setting out any works required to remedy such default ("the Default Works") and specify the period for undertaking those works which shall be no less than three months
11. If the Default Works are not undertaken within the specified period, or an alternative period agree between the SANG Owner and Council, then the Council in default of the SANG Owner's obligation under this Agreement will (if applicable) serve notice on the Surety and carry out and complete the Default Works. The Council will be entitled to recover the cost of the Default Works from the Bond or from the Surety in accordance with the terms of the Bond.
12. The SANG Owner shall at all times during the SANG Period apply all SANG Service Charges received under the terms of the SANG Management Plan to the cost of maintenance and management of the SANG Land
13. The SANG Works will include the following works to the SANG Land:
 - 13.1 provision of paths, tracks and bridges;
 - 13.2 erection of stock fencing;
 - 13.3 installation of benches, life buoys and dog waste bins; and
 - 13.4 installation of noticeboards, interpretative panels and signage to include the identification of links to the Stour Way

14. CHANGE CONTROL PROCEDURE

- 14.1 A review of the SANG Management Plan by the Council and the SANG Owner shall result in:

- (a) no further action being taken;
- (b) an agreement by the Parties to complete a Change Control Notice in respect of minor amendments; or
- (c) a revised SANG Management Plan being agreed.

14.2 Each Change Control Notice shall contain:

- (a) the title of the change] ;
- (b) the date of the request for the change;
- (c) the reason for the change;
- (d) full details of the change;
- (e) a timetable for implementation;
- (f) provision for signature by the Council and the SANG Owner

14.3 A Change Control Note signed by the Council and by the SANG Owner shall constitute an amendment to the SANG Management Plan

**EIGHTH SCHEDULE - COMMUNITY HUB
& COMMUNITY FLOOR SPACE**

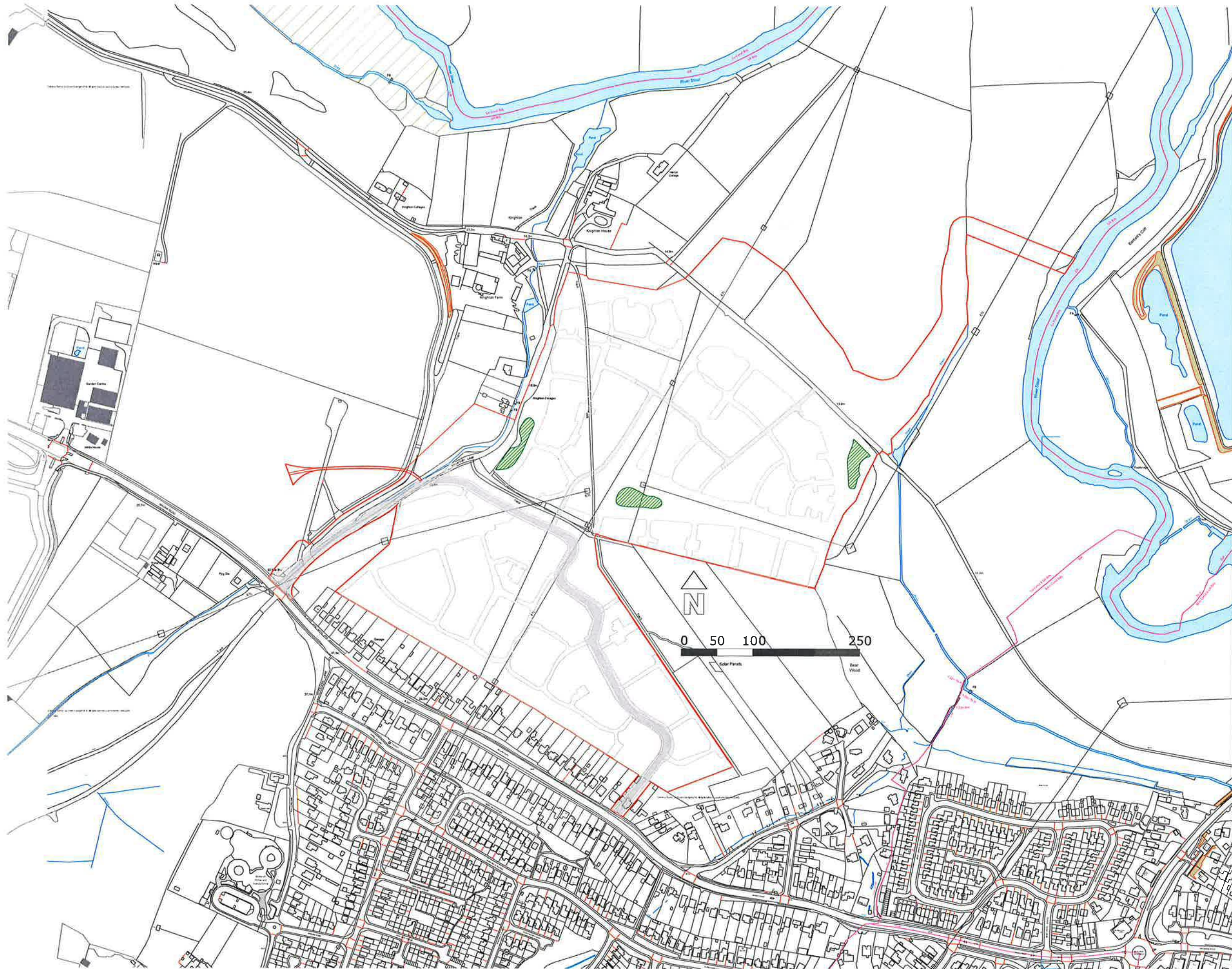
COVENANTS BY THE OWNER

- 1 The Owner will provide and lay out (including construction to a specification capable of supporting an additional storey) of buildings of the Community Hall Floor Space in accordance with the approval of the Reserved Matters Application and to the Council's written satisfaction for the purpose of accommodating the Community Hub including the Community Hall Floor Space

- 2 The Owner will complete the works on referred to above at 1 on or prior to the Occupation of 300th Dwelling

NINTH SCHEDULE
COUNCIL COVENANTS WITH THE OWNER

1. The Council shall enter into the Highways Agreement referred to in paragraph 2 of Schedule Two and any Highway Consents with the Owner to secure the provision of the Highway Works and their subsequent adoption as a publicly maintainable highway within a reasonable timescale so as not to cause any delay to the Development
2. To pay all the Contributions into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable
3. That in the event that the Contributions have other than the SANG Bond have not been spent or committed for expenditure by the Council within 10 years following the date of receipt of the final Contribution, the Council shall refund to the party that paid Contribution or any part of the Contribution which has not been spent or committed for expenditure, together with any accrued interest.
4. Not to use any part of the Contributions other than for the purposes for which they were paid (whether by the Council or another party)
5. To the extent required by the approved scheme referred to in paragraph 1 of this Schedule, the Council shall enter into any agreements and any Highway Consents with the Owner to secure the provision of the Highways Works (and where required by the approved scheme their subsequent adoption as a publicly maintainable highway) within a reasonable timescale
6. To use the SANG Bond only for the purposes of managing and maintaining or undertaking any SANG Works on the SANG Land
7. To return any unspent SANG Bond to the SANG Owner at the conclusion of the SANG Period



- LEGEND**
- Hybrid Application Boundary - 32.1ha
 - Play Areas

Mark	Date	Details	By
REVISIONS			

Client
W H White

Project Title
CANFORD PARK

Scale : 1/2500 for the original size of : A1

Drawn by : MD Checked by : SH Passed by : - Date : 04.08.2021

Drawing Status :
PLANNING

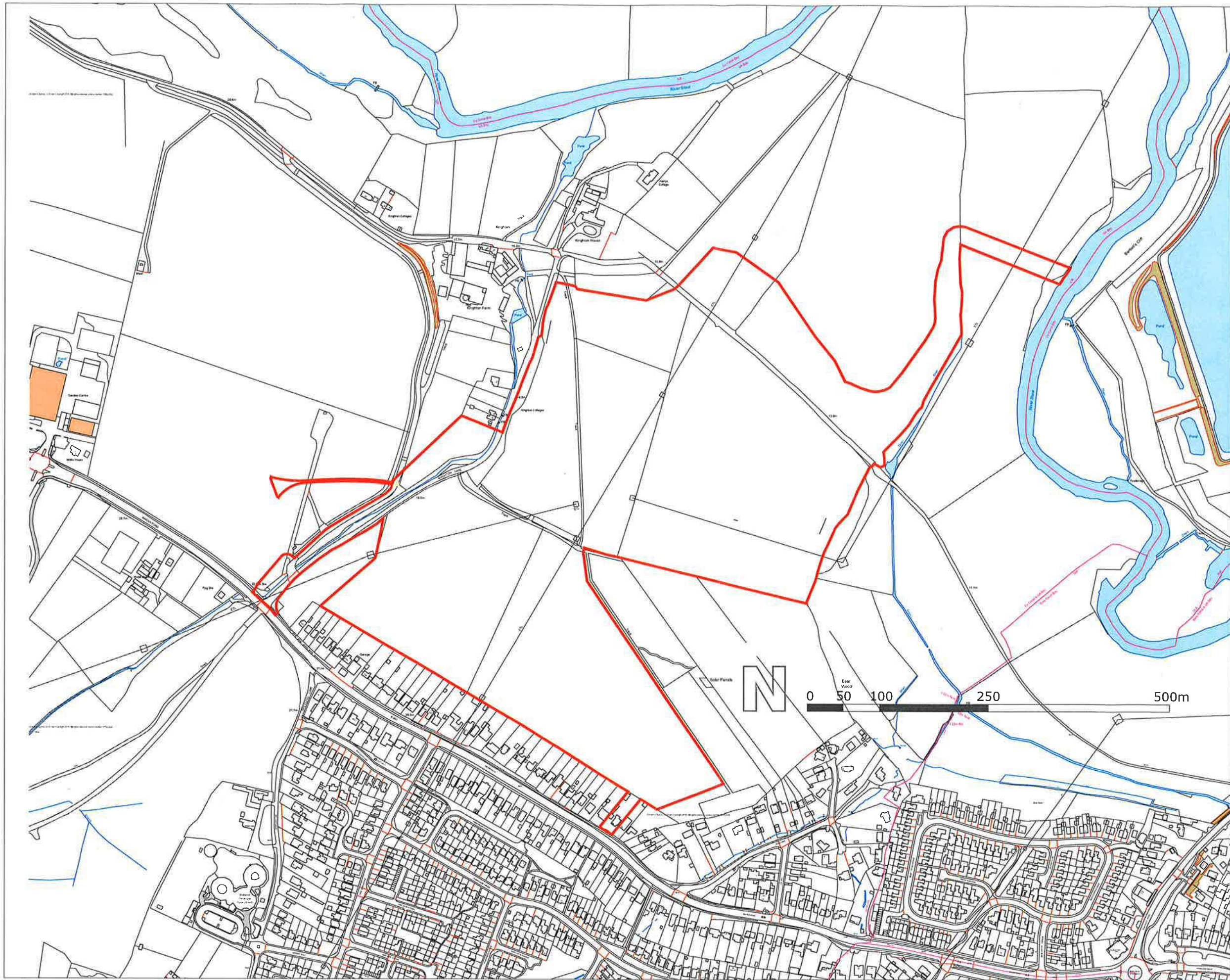
Drawing Originator :
DAVIESLANDSCAPE
ARCHITECTS
Suite F1, Stroud House, Russell Street, Stroud, Gloucestershire, GL5 3AN
t. 01453 760380 e. info@d-la.co.uk w. www.d-la.co.uk

Drawing Title :
Plan 3
Section 106 Childrens Play Areas

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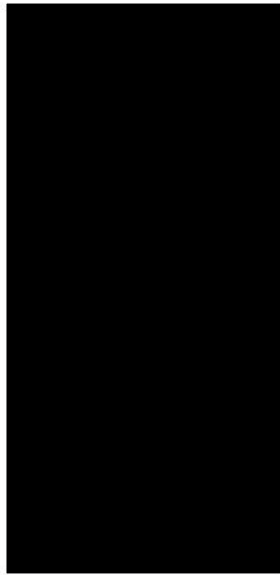
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Canford Park Addendum\Landscapes\Drawings\106.03 Play Areas
Plan 3 DLA 1973 L 25 P00 - S106 Play Areas



LEGEND

Hybrid Application
Boundary - 32.1ha



Mark	Date	Details	By
REVISIONS			

Client:
W H White

Project Title:
CANFORD PARK

Scale : 1- 2500 for the original size of : A1

Drawn by : MD Checked by : SH Passed by : Date : 04.08.2021

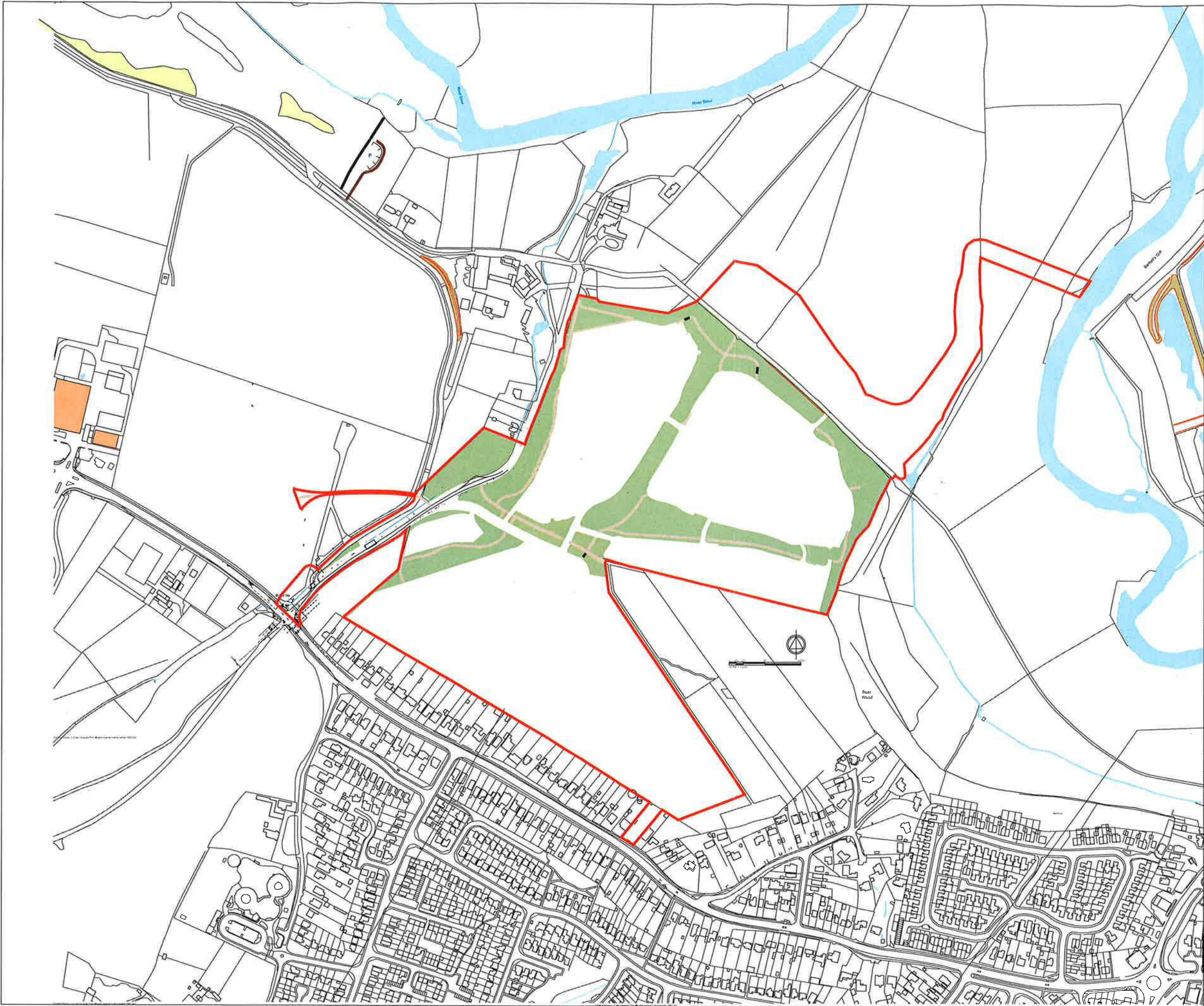
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Drawing Originator:
DAVIESLANDSCAPE
ARCHITECTS
Suite F1, Stroud House, Russell Street, Stroud, Gloucestershire, GL5 3AN
t. 01453 760380 e. info@d4a.co.uk w. www.d4a.co.uk

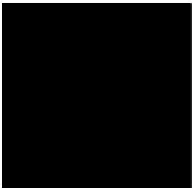
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Red Line Plan

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- LEGEND**
- Hybrid Application Boundary - 32.1ha
 - Landscape Open Space Areas



Client:
W.H. White LTD

Project Title :
North Poole
Canford Park

Scale : 1/2500 for the original size of : A1

Drawn by : MDC Checked by : MD Passed by : MD Date : 04.08.2021

Drawing Status :
Planning

Drawing Originator :
DAVIESLANDSCAPE
ARCHITECTS
Suite F1, Stroud House, Russell Street, Stroud, Gloucestershire, GL5 3AN
t. 01453 760380 e. info@d-la.co.uk w. www.d-la.co.uk

Drawing Title :
Plan 5
S106.Landscape Open Space Area Plan

Job No.	Drawing Project	Origin	Volume	Level	Type	Discp	Number	Revision
1973	1973	DLA	XX	XX	DR	L106.05	xx	P00

DO NOT SCALE FROM THIS DRAWING
\\DLA\CL\GIS\VRData\Server DATA\PROJECT FILES\1973
Canford Park Addendum\Landscapes\Drawings\Sketch\106
Plans\106 Final\DLA_1973.L106.05.P00 - Plan 5 Landscape Open
Space.dwg

