

SECOND SCHEDULE
Affordable Housing

The Owner covenants with the Council as follows:

1. Not to Commence the Development until the Affordable Housing Plan has been submitted to and agreed in writing by the Council
2. Not to Commence any Phase of the Development until it has submitted a statement for approval in writing by the Council detailing how Affordable Housing will be provided (where relevant) in the relevant Phase in compliance with the Affordable Housing Plan agreed pursuant to paragraph 1 of this Second Schedule, and thereafter to provide the Affordable Housing in the relevant Phase in accordance with the statement approved by the Council pursuant to this paragraph
3. The Owner may from time to time submit to the Council for its prior written approval revisions to the Approved Affordable Housing Plan provided that such provisions are in accordance with paragraph 1 above and paragraphs 12-15 below.
4. Not to use the Affordable Housing Land except for the provision of the Affordable Housing except that prior to the transfer of the Affordable Housing Land to a Registered Provider in accordance with the terms of this Schedule the Affordable Housing Land may be used as a temporary compound or landscaping reserve land
5. Not cause or permit the Occupation of any Phase of the Development until either
 - a. The Council approves in writing a Registered Provider to undertake the management of the Affordable Housing Units within that Phase (such approval not to be unreasonably withheld or delayed and if not provided within 28 days of notification by the Owner the proposed Registered Provider shall be deemed to be approved and the provisions of this paragraph satisfied); or
 - b. the Owner informs the Council in writing that it will be developing the Affordable Housing Units in that Phase in accordance with the relevant Homes England requirements
6. Where paragraph 5a applies to use reasonable endeavours to enter into a contract with a Registered Provider for the transfer of the Affordable Housing Land at a price equivalent to the Affordable Housing Price
7. To ensure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land the tenure shall be:
 - a. 60% shall be provided as Affordable Rented Housing (and if this does not result in a whole number then the number shall be rounded up)
 - b. 40% shall be provided as Shared Ownership Accommodation (and if this does not result in a whole number then the number shall be rounded down)
8. Any transfer of the Affordable Housing Land shall contain such provisions as set out in paragraphs 11, 14 and 15 of this Schedule
9. Not to cause or permit the Occupation of more than 50% of the Private Housing Units in a Phase until either
 - a. the Affordable Housing Land in that Phase has been transferred to the approved Registered Provider in accordance with this Schedule; or

- b. where the Owner intends to undertake the long term management of the Affordable Housing Units in that Phase that party has:
 - i. become a Registered Provider under current procedures pursuant to the Homes England scheme and produced evidence of this to the Council and
 - ii. if applicable, entered into a funding agreement with Homes England and provided a copy of the agreement to the Council (if appropriate) and
 - iii. entered into a Nominations Agreement with the Council
10. Not to transfer the Affordable Housing Land to a Registered Provider without first procuring that such Registered Provider agrees to enter into a Nominations Agreement with the Council
11. Any transfer of the Affordable Housing Land to a Registered Provider shall be with full title guarantee and vacant possession
12. To use reasonable endeavours to procure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land at least 50% shall be to Lifetime Homes Standard and at least 5% of the Affordable Housing Units to be constructed as Wheelchair Accessible Housing
13. To use reasonable endeavours to procure that of the total number of Affordable Housing Units to be constructed on the Affordable Housing Land the size shall be:
 - 30% shall be 1 bedroomed units
 - 30% shall be 2 bedroomed units
 - 30% shall be 3 bedroomed units
 - 5% shall be 4 bedroomed units
 - 5% shall be 5 bedroomed units
14. Subject to clause 5 any transfer of the Affordable Housing Land and/or Affordable Housing Units shall ensure that the Affordable Housing Land and/or Affordable Housing Units shall only be used for the purposes of Affordable Housing in perpetuity and shall contain the following provisions (unless evidence is produced to the Council, to its reasonable satisfaction, that the Registered Provider has agreed otherwise and the Council agrees in writing to the omission):
 - a. a grant to and may reserve from the Registered Provider reasonable pedestrian and vehicle access for ingress to and egress from the Affordable Housing Land together with rights for all necessary services
 - b. an agreement that all parties shall bear their own costs in relation to the transfer
 - c. the disposal shall be free of all financial charges and of any restrictive covenants or other third party rights which would prevent the use of the Affordable Housing Land and/or the Affordable Housing Units for the purpose for which it is transferred
 - d. the disposal shall be subject to the Standard Conditions of Sale (Fifth Edition) or the Standard Commercial Property Conditions (Second Edition) except insofar as they are incompatible with the provisions of this clause or any other express provision of this Deed
 - e. subject to clause 5 the transfer shall contain a covenant by the Registered Provider not to use the Affordable Housing Land otherwise than for the purposes of Affordable Housing

PROVIDED THAT for the avoidance of doubt the Owner may transfer the Affordable Housing to more than one Registered Provider

15. For the purposes of this Second Schedule "transfer" shall include the grant of a long lease for a term of not less than 125 years and in the case of such a leasehold grant to a Registered Provider:

- a. no ground rent shall therein be reserved other than at the rate of one peppercorn per annum
- b. any service charge payable under the lease shall be no more than a fair and reasonable proportion of the following costs:
 - i. repair maintenance and decoration of the structure the exterior or the internal common parts of the building in which the Affordable Housing Units are situate (including any equipment in the common parts such as fire and safety equipment)
 - ii. insurance of the building in which the Affordable Housing Units are situate
 - iii. maintenance of any garden open space play area roads access ways footpaths car parks bins stores fences gates and other boundary structures serving the relevant Affordable Housing Units
 - iv. other services to be provided by the landlord of the building in which the Affordable Housing Units are situate and which are agreed in writing by the Registered Provider

16 Not to cause or permit the Occupation of more than 75% of the Private Housing Units in a Phase until the Affordable Housing Units in that Phase have been completed and are ready for Occupation.

THIRD SCHEDULE
School Land

1. The Owner covenants with the Council that within 15 Working Days of the date of first Occupation of the first Housing Unit to be Occupied to serve the School Notice (Owner) on the Council
2. For the period from the date of receipt by the Council of the School Notice (Owner) until the date three years after such date the Council may serve the School Notice (Council) on the Owner stating either that it requires the Owner to transfer the School Land to the Council or that it does not require the Owner to transfer the School Land to the Council.
3. The Owner covenants with the Council that if the Council serves the School Notice (Council) on the Owner stating that it requires the transfer of the School Land to the Council then the Owner shall within 20 Workings Days serve the Council with the School Notice (Number) and thereafter shall not Occupy more than either a further 50 Housing Units to the number stated in the School Notice (Number) or (if more than the number in the School Notice (Number) plus 50) 350 Housing Units until the Owner has transferred the School Land on the terms and conditions set out in this Schedule Save That if the Council fails to complete the transfer within six months of receiving the draft transfer then the obligations set out in this Schedule shall cease to apply.
4. The Owner and the Council agree that if the Council serves the School Notice (Council) on the Owner stating that it does not require the transfer of the School Land to the Council or if the Council fails to serve the School Notice (Council) on the Owner within three years of being served with the School Notice (Owner) then the obligations set out in this Schedule shall cease to apply.
5. The Owner covenants with the Council that prior to the Occupation and use of a completed school on the School Land the Owner shall ensure that the School Land is sufficiently Serviced to a point or points (maximum of two points) on the boundary of the School Land to support the provision of a primary school when developed practically completed and open for its intended purpose and a road that connects to a public highway is provided to at least base course level and to adoptable standards with the physical capability to allow vehicles and pedestrians to reach the public highway from the School Land free from construction access to allow secure passage of vehicles and pedestrians to the School on opening
6. The Owner covenants with the Council that title to the School Land with full title guarantee shall be deduced to the satisfaction of the Council.
7. The Owner covenants with the Council that the School Land shall be transferred free from any option, mortgage or other financial charge.
8. The Owner covenants with the Council that the School Land shall be transferred free from any easement restrictive covenant or other matter which would prevent or unreasonably restrict its beneficial use as at the date of transfer as a School.
9. The Owner covenants with the Council that the Owner shall transfer the School Land to the Council with full title guarantee at the price of £1.

10. The transfer of the School Land shall be on the terms as shall be agreed between the parties acting reasonably PROVIDED THAT such terms shall include:

- a. the transfer shall not include any terms which would directly or indirectly affect the construction servicing or occupation of the part of the Site that is retained by the Owner
- b. for the benefit of the School Land the grant of any rights of access and services over any adjoining land which are reasonably required for the use, construction, management and maintenance of the School Land for its use as a School
- c. the reservation of any rights of laying maintaining and passage of services and rights of support over the School Land which are reasonably required for the construction, use, management and maintenance of the Development
- d. a restrictive covenant that the School Land shall only be used as a School and ancillary uses
- e. the Owner bearing its own legal costs and those of the Council incurred in connection with the negotiation and completion of such transfer

11. The School Land shall be transferred:

- a. as a clear site with vacant possession and clear of rubbish and building materials and contamination
- b. at a level relative to the adjoining boundaries and infrastructure around it

12. The Owner covenants with the Council that at any time after the Commencement of the Development at the Council's request to grant to the Council and its contractors consultants servants and agents (upon receipt of not less than five (15) Working Days written notice unless a shorter period can be agreed) access to the School Land for the purpose of undertaking surveys and site investigations (including soil tests) provided always that the Owner shall be entitled to refuse to grant access if in its reasonable opinion such access would disrupt the Development and in such instances the Owner shall provide written notice to the Council of when such an undertaking survey or site investigation (including soil tests) can be carried out.

FOURTH SCHEDULE
Bird Habitat Land

The Owner covenants with the Council as follows:

1. Prior to the first Occupation of the Development a management and maintenance plan for the management and maintenance of the Bird Habitat Land so that between 1 March and 30 June each year there is provided within the Bird Habitat Land 11 plots (at a density of no more than two per hectare) of 16 square metres (approximately four metres by four metres) of unsown land shall be submitted to and approved by the Council.
2. Following the approval of the Bird Habitat Management and Maintenance Plan pursuant to paragraph 1 of this Fourth Schedule the Bird Habitat Land shall thereafter be retained as bird habitat mitigation land and used only for the purposes of bird habitat mitigation land for perpetuity in accordance with the Bird Habitat Management and Maintenance Plan
3. Upon the first Occupation of the Development not thereafter to do or allow or permit any activity on the Bird Habitat Land other than in compliance with the agreed management and maintenance as set out in the Bird Habitat Management and Maintenance Plan.
4. The Owner shall (unless otherwise agreed in writing by the Council) until the date thirty years from the date of the first Occupation of the Development provide to the Council a written report by a suitably qualified professional (with not less than 10 years' experience in bird ecology) demonstrating compliance with the Bird Habitat Management and Maintenance Plan. Such reports to be provided within one month of the first anniversary of the first Occupation of the Development and thereafter within one month of the second third fourth and fifth anniversaries and then every five years.
5. To carry out such reasonable measures within the reasonable timescales as specified by the Council in writing to ensure the objectives of the Bird Habitat Management and Maintenance Plan continue to be met.

FIFTH SCHEDULE
Chalk Grassland Land

The Owner covenants with the Council as follows:

1. Prior to the first Occupation of the Development a management and maintenance plan for the management and maintenance of the Chalk Grassland Land shall be submitted to and approved by the Council and thereafter be known as the Chalk Grassland Management and Maintenance Plan.
2. Following the approval of the Chalk Grassland Management and Maintenance Plan pursuant to paragraph 1 of this Fifth Schedule the Chalk Grassland Land shall thereafter be retained as chalk grassland and used only for the purposes of chalk grassland land for perpetuity in accordance with the Chalk Grassland Management and Maintenance Plan
3. Upon the first Occupation of the Development not thereafter to do or allow or permit any activity on the Chalk Grassland Land other than in compliance with the agreed management and maintenance as set out in the Chalk Grassland Management and Maintenance Plan.
4. The Owner shall (unless otherwise agreed in writing by the Council) until the date thirty years from the date of the first Occupation of the Development provide to the Council a written report by a suitably qualified professional (with not less than 10 years' experience in agricultural science) demonstrating compliance with the Chalk Grassland Management and Maintenance Plan. Such reports to be provided within one month of the first anniversary of the first Occupation of the Development and thereafter within one month of the second third fourth and fifth anniversaries and then every five years.
5. To carry out such reasonable measures within the reasonable timescales as specified by the Council in writing to ensure the objectives of the Chalk Grassland Management and Maintenance Plan continue to be met.

SIXTH SCHEDULE
Green Infrastructure and Management Company

The Owner covenants with the Council as follows

1. To provide the Green Infrastructure within the Development as approved by Reserved Matters Approval in accordance with the approved Green Infrastructure Scheme(s)
2. Prior to the Commencement of the Development of a Phase to submit the Green Infrastructure Scheme for that Phase to the Council for approval
3. Not to cause or permit Commencement of the Development of a Phase unless and until the Council has approved the Green Infrastructure Scheme for that Phase in writing
4. To submit to the Council prior to Commencement of the Development in any Phase a Management Company Structure Scheme for that Phase for approval
5. Not to Commence Development of any Phase until the Council has approved the Management Company Structure Scheme for that Phase
6. To procure that the Management Company uses its reasonable endeavours to enforce the obligation of an owner of a Housing Unit to pay a charge towards the management of the Managed Land to the Management Company
7. Prior to Occupation of 90% of the Housing Units in a Phase to transfer the Managed Land within that Phase to the Management Company on the Specified Terms with arrangements in place which are financially viable to secure that it shall be properly maintained in perpetuity by said Management Company and provide a certified copy of said transfer and details of those arrangements to the Council
8. Not to cause or permit the use of the Green Infrastructure (save where necessary for public safety regarding any sustainable drainage system for surface water run off comprising treatment and drainage systems) other than as open space with full and free access to the public in perpetuity.
9. At its own expense and until such time as the Green Infrastructure is transferred in accordance with paragraph 7 of this Schedule or is adopted by the relevant highways or drainage authorities to continue to keep each area of Green Infrastructure covered by public liability insurance up to £10 million, in good order, repair and condition ensuring that all trees and vegetation are cultivated and replaced where damaged or dying from such time as it is provided and laid out in accordance with the provisions of this Schedule and the relevant approved Green Infrastructure Scheme.
10. Not to transfer or grant a long lease of any Housing Unit or to sell or cause or permit any Housing Unit to be sold other than by way of a transfer or long lease:
 - (a) that includes (or has supplemental to it) a covenant from the transferee or lessee to contribute a fair and reasonable proportion by way of a charge towards the costs of maintaining and managing the Managed Land by the Management Company;
 - (b) that includes a covenant from the transferee or lessee to enter into a deed of covenant directly with the Management Company in respect of the covenant at paragraph 10(a) above such covenant to pass on to successors in title to the

Housing Unit and to be subject to a restriction on the registered title preventing any disposition without certifying compliance with this requirement; and

- (c) without procuring a covenant by the Management Company covering maintenance and management of the Managed Land through the Management Company in accordance with the approved Management Company Structure Scheme and to use any charge received from the transferee or lessee for such management and maintenance

but for the avoidance of doubt if the Occupation of a Housing Unit is to be under a lease or tenancy the covenant to contribute to a charge may be given by the owner of a reversionary interest

11. To ensure that all relevant payments are made to the Management Company relating to its maintenance of the Managed Land
12. To procure that the Management Company maintains adequate public liability insurance for the Managed Land for the lifetime of the Development in accordance with this Schedule
13. Not to cause or permit the disposal of the Managed Land other than to the Management Company. Any such transfer shall (unless otherwise agreed in writing by the Council):
 - (a) transfer the fee simple estate in the Managed Land transferred free of any encumbrances that would prevent the use of the Managed Land for its intended purpose; and
 - (b) impose a restriction on the use of the Managed Land so that the land transferred may only be used for the purposes of the Managed Land and an obligation on the transferee to secure on-going management and maintenance of the same including compliance with the approved Green Infrastructure Scheme(s)

SEVENTH SCHEDULE
The Council's Covenants

1. To co-operate insofar as is reasonable with the Owner in the performance of the Owner's obligations under this Deed.
2. Not to use any Contribution other than for the purpose specified in this Deed in relation to that Contribution.
3. At the Owner's request to return any part of the Contributions aforesaid which shall not have been used for the purposes set out above within a period of Five (5) years from the date of the payment of the relevant final Contribution or relevant final instalment together with interest at the base rate prevailing from time to time of the National Westminster Bank plc calculated from the date of receipt of the relevant sum by the Council as evidenced by the Council's official receipt provided that the Council shall not be obliged to return any part of any Contribution which has been spent or contractually committed prior to the date of the Owner's request.
4. Upon receipt of any Contributions in the First Schedule hereto the Council shall if requested to do so supply (a) its written receipt for the aforesaid Contributions and (b) written confirmation that the relevant obligation(s) for a particular Phase of the Development has been satisfied.
5. If the School Land is transferred to the Council to complete the construction of the School on the School Land and have it open for use as a primary school by the date five years after the date the School Land is transferred to the Council pursuant to the Third Schedule.
6. If the construction of the School on the School Land does not commence within four years of the date the School Land is transferred to the Council pursuant to the Third Schedule or such School is not completed and open for use as a primary school by the date five years after the date the School Land is transferred to the Council pursuant to the Third Schedule then the Council will transfer the School Land (if the transferee so requests in the same physical state as it was transferred to the Council) back to the party who originally transferred it to the Council save that thereafter there shall be no restriction on the use of the School Land.

EIGHTH 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 Council or any person in an equivalent subsequent role.

2.2 If the difference or question relates to the occupancy of any dwelling or any other matter than those referred to in paragraph 2.1 of this Schedule 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

5. Costs

Each Party shall bear their own costs except in so far as directed by the expert

**ANNEX 1
Notice**

To : Medway Council, Section 106/CIL Officer, The Planning Service, Dock Road,
Chatham, ME4 4TR

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

Section 106 dated: [to be completed in full]

Development Site Address : [to be completed in full]

In accordance with the terms of the above section 106 Agreement, **I GIVE YOU NOTICE** that the following event has been reached (*please complete as appropriate*)

EITHER:

PRIOR TO COMMENCEMENT OF WORKS ON THE DEVELOPMENT ON SITE (1)

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 6.1.2 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 6.1.2 of the Section 106 Agreement

OR

A TRIGGER DATE(S) HAS OCCURRED (3)

Obligation type: (insert each obligation)
e.g. Education Contribution

Trigger Date: (insert the date that each obligation was due to be paid or was due to come into effect)
e.g. 1 March 2013

(3) this notification should be sent within 14 days after trigger date occurred as required under Clause 6.1.2 of the Section 106 Agreement

From :

Company :

Address (required for invoicing) :

Email address :

Please send this notification to :

By email : S106@medway.gov.uk (preferred option)

By post : Section 106/CIL Officer

The Planning Service

Medway Council

Dock Road

Chatham

ME4 4TR

THE COMMON SEAL of MEDWAY)
 COUNCIL was hereunto affixed to)
 This Deed in the presence of)



Authorised Signatory

SIGNED as a DEED by
 KEVIN DENNIS ATTWOOD
 In the presence of:

(Handwritten signature)

Witness signature

(Handwritten signature)

Name:
 Address:

DEBORAH WILSON
 Laytonstone, Warren Street Road, Charing
 Ashford, Kent, TN27 0HT

SIGNED as a DEED by
 MICHAEL CHRISTOPHER ATTWOOD
 In the presence of:

(Handwritten signature)

Witness signature

(Handwritten signature)

Name:
 Address:

DEBORAH WILSON
 Laytonstone, Warren Street Road, Charing
 Ashford, Kent, TN27 0HT

SIGNED as a DEED by
 MATTHEW JAMES ATTWOOD
 In the presence of:

(Handwritten signature)

Witness signature

(Handwritten signature)

Name:
 Address:

DEBORAH WILSON
 Laytonstone, Warren Street Road, Charing
 Ashford, Kent, TN27 0HT

SIGNED as a DEED by BARCLAYS
 SECURITY TRUSTEE LIMITED acting by an)
 Attorney in the presence of:)

Signed as a Deed by

(Handwritten signature)
 Name Signature

Witness signature

As Attorney for and on behalf of Barclays Security Trustee Limited
 in the presence of:

Witness Name
 Witness address

	Initials	Date
QCC	SV	14.12.20

MR GREGOR PREISS *(Handwritten signature)*
 Name Signature