SCHEDULE 2
Other Covenants with the Council

1. Definitions

1.1 In this Schedule 2, the following terms have the following meanings unless inconsistent with the context:

ADC Tenure Report means a report to be submitted by the Owner to the Council for approval prior to Commencement which shall certify, with evidence, the number of Discretionary Social Rent Units to be provided as part of the Development;

Adjusted First Health Contribution means 50% of the Adjusted Total Health Contribution

Adjusted Second Health Contribution means 50% of the Adjusted Total Health Contribution

Adjusted Total Health Contribution means a sum to be calculated in accordance with the following formula:

X = £206,366 – (£1,677 x Y), all indexed

X is the amount of the sum payable (£)

Y is the number of Discretionary Social Rent Units to be provided as part of the Development as per the ADC Tenure Report

PROVIDED THAT the Adjusted Total Health Contribution shall not exceed £206,366

Air Quality Contribution means the sum of up to seventeen thousand four hundred and eighty three pounds (£17,483.00) as determined in the Air Quality Mitigation Plan to be used by the Council towards air quality monitoring and mitigation measures necessary as a result of the Development in the Shoreham Town Centre Air Quality Management Area and/or on Brighton Road within the Council's administrative area;

Air Quality Mitigation Plan means the plan to be submitted to and approved in writing by the Council in accordance with the Planning Permission which shall:

(a) set out in full the proposed operational phase air quality mitigation measures, including on-site mitigation measures, to be implemented as part of the Development;

(b) confirm the value of the on-site mitigation measures and the extent to which it is less than the sum of £17,483.00 the balance shall be paid as the Air Quality Contribution in accordance with this Schedule;

Car Club means a car club operated by a Car Club Operator for which residents may join and which makes cars available for hire to members;

Car Club Membership means, in respect of the first Occupier of each Dwelling, free membership to a Car Club for a period of 2 (two) years commencing on the date when that Occupier first Occupies the Dwelling including an initial one-off credit of £50 (fifty pounds) for each membership **PROVIDED THAT** free membership shall only be offered to one Occupier per Dwelling;

Car Club Operator means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;

Car Park Management Plan means a document to be submitted to and approved in writing by the Council in accordance with the Planning Permission setting out how the Owner will manage arrangements for car parking areas within the Development which shall include (but not limited to) measures to ensure that the car parking is used efficiently and effectively;

CoMoUK means the national charity promoting responsible car use;

Discretionary Social Rent Units means Market Dwellings which the Owner may elect at its absolute discretion to provide as Social Rented Units;

Employment and Skills Plan means a plan setting out how the Owner will include provisions for working with local learning, skills and employment group(s) and/or colleges and/or training establishments, in order to procure local labour and arrange apprenticeship(s) and skills training during the construction phase of the Development;

First Health Contribution means the sum of one hundred and three thousand one hundred and eighty three pounds (£103,183) to be paid to the Council towards either the refurbishment, improvement, replacement or expansion of Harbour View GP Surgery (Shoreham Health Centre) or at another location within Adur District, as may be first agreed between the Council and the Owner;

Flood Escape Routes means the escape routes from the Site in the event of a flood the location of which are shown by orange dashed lines on the plan at Appendix 2;

Footpaths means the Flood Escape Routes, Internal Footpaths, Riverside Footpath and Footpath Connection Points;

Footpath Connection Points means those points at which the Footpath shall link at a consistent level and in an unobstructed manner with (i) footpaths within the adjoining Free Wharf development; (ii) the Riverside Footpath Network; and (iii) the footpath on Brighton Road (A259), as shown at the points marked A, B, C, D, E1 and E2 on the plan at Appendix 2;

Footpath Management Plan means a plan (which may be amended from time to time with the written agreement of the Council) securing the management and maintenance of the Footpaths to (i) provide accessibility for members of the public on foot or by cycle 24 hours per day 364 days a year and (ii) to ensure that the Footpaths are managed and maintained in such a way to provide an unobstructed link into the Riverside Footpath Network as shown at points C and D on the plan at Appendix 2 **PROVIDED THAT** the obligation to provide public access to the Footpaths and the link into the Riverside Footpath Network shall not be deemed to be breached in the case of any Permitted Closure;

Internal Footpaths means the footpaths to be laid out as part of the Development within the Site boundary as shown on the plan at Appendix 2;

Open Space Contribution means the sum of three hundred and twenty eight thousand seven hundred and fifty pounds (£328,750) to be used by the Council towards the provision and/or improvement of off site public open space and/or recreation facilities within Adur District;

Open Space Maintenance Contribution means the sum of sixty thousand pounds fifty seven thousand seven hundred and twenty pounds (£57,720) to be used by the Council towards

the ongoing maintenance of off site public open space and/or recreation facilities which are to be provided using the Open Space Contribution;

Permitted Closure means temporary closure or obstruction of the Footpath or any part thereof (as applicable) in the following circumstances:

(a) in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety or at the request of the police or fire service;

(b) for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or any process of law PROVIDED THAT: (i) the Owner provides the Council with prior notification of any such closure; (ii) no such closure shall occur on a weekend; and (iii) there shall be no such closure if the entire Footpath has been closed for an entire day or more for any of the reasons pursuant to (d) of this definition during the preceding year;

(c) in the interests of public safety generally or for the purposes of maintenance, repair, cleansing, renewal or resurfacing works; and

(d) with the prior written approval of the Council, for any other reasonable and proper purpose;

PROVIDED THAT the Owner shall (i) take reasonable steps to minimise the duration and extent of any such closures and (ii) re-open the Footpath as soon as is reasonably practicable;

Public Art Plan means a plan to be submitted by the Owner to the Council for its written approval setting out proposals for the delivery of public art as part of the Development and the cost of any such proposal shall be a minimum of [£17,000];

Riverside Footpath means that part of the Footpath shaded brown between points C and D on the plan at Appendix 2 which forms part of the Riverside Footpath Network;

Riverside Footpath Network means a contiguous length of footway which will run alongside the River Adur the approximate location of which is shown on the plan at Appendix 3;

Second Health Contribution means the sum of one hundred and three thousand one hundred and eighty three pounds (£103,183) to be paid to the Council towards either the refurbishment, improvement, replacement or expansion of Harbour View GP Surgery (Shoreham Health Centre) or at another location within Adur District, as may be first agreed between the Council and the Owner;

Site Management Plan means a plan to be submitted by the Owner to the Council for its written approval detailing maintenance provisions in respect of the following matters to be provided in accordance with the Planning Permission and this Agreement:

(a) Car Park Management Plan;

(b) Site Servicing Plan;

(c) The secure cycle stores;

(d) All common areas, including but not limited to watering and pruning;

(e) All landscaped areas and play areas, including but not limited to watering and pruning;

(f) Sustainable drainage and end of life replacement;

(g) Green roofs and other landscaped areas on the buildings;

(h) On site heating system;

(i) Bin stores and litter bins;

(j) A flood defence and escape plan along with details of how any such plan shall be distributed and reviewed; and

(k) Any noise mitigation and ventilation measures including but not limited to acoustic fenestration and ventilation and any mechanical ventilation and mechanical ventilation measures as may be required

Site Servicing Plan means the document to be submitted to and approved in writing by the Council in accordance with the Planning Permission setting out how the Owner will manage deliveries, service and emergency vehicles at the Site;

Social Rented Units shall have the meaning given to it in Schedule 1.

The Owner covenants with the Council as follows:

2. Car Club

2.1 To use reasonable endeavours to enter into a contract with a Car Club Operator to provide for a minimum of five years from the date of Occupation of the Development:

2.1.1. Two Car Club vehicles on the Site within two months of first Occupation of any Dwelling (unless otherwise agreed in writing with the Council) and to provide a copy to the Council of any such contract that has been entered into with a Car Club Operator;

2.1.2. An additional four Car Club vehicles on the Site on or prior to Occupation of 90% of the Dwellings (unless otherwise agreed in writing with the Council) ("the Monitoring Date");

2.1.3. To monitor uptake of the Car Club and to submit a written report to the Council (for the attention of the Head of Planning) and the County Council on an annual basis for a period of 5 years from the Monitoring Date and if following receipt of the annual monitoring report the Council or the County Council so require, to provide an additional two Car Club vehicles on the Site in the timeframe stipulated by the Council or the County Council (as appropriate) ;

2.2 To offer Car Club Membership to the first household to Occupy each Dwelling for a minimum period of two years and a £50 drive time credit to the first Occupier of each Dwelling;

2.3 Not to Occupy the Dwellings (or any part of them) unless and until written evidence has been provided to the Council to demonstrate that paragraph 2.1.1 within this Schedule has been complied with (insofar as it can be complied with at the date of Occupation) and not to Occupy 90% of the Dwellings (or any part of them) unless and until written evidence has been provided to the Council to demonstrate that paragraph 2.1.2 within this Schedule has been complied with (insofar as it can be complied with at the date of Occupation); and

2.4 Unless otherwise agreed in writing with the Council, to retain and maintain the car parking spaces within the Development provided pursuant to the Planning Permission for sole use by Car Club vehicles.

3. Footpath

3.1 Prior to commencement of construction of the Development above the first floor podium slab, to submit to the Council for written approval:

3.1.1 Details of the timetable for construction of the Footpaths in accordance with the Planning Permission (the "Footpath Delivery Timetable"). The Footpath Delivery Timetable shall be prepared having regard to the proposed construction programme and the need to ensure that relevant parts of the Development are served by the Footpaths at an appropriate time; and

3.1.2 The Footpath Management Plan.

3.2 Not to commence construction of the Development above the first floor podium slab until the Council has approved in writing the Footpath Delivery Timetable and the Footpath Management Plan.

3.3 To carry out and complete the Footpaths in accordance with the approved Footpath Delivery Timetable and to observe and perform any restrictions on Development or Occupation as may be specified in the approved Footpath Delivery Timetable and in any event not to Occupy or cause or permit Occupation of 90% of the Dwellings until the Footpaths have been laid out and completed.

3.4 To manage and maintain the Footpaths in accordance with the approved Footpath Management Plan for the lifetime of the Development.

4. Health Contribution

4.1 To submit the ADC Tenure Report to the Council prior to Commencement of Development and not to cause or permit Commencement of Development until the ADC Tenure Report has been submitted to the Council.

4.2 In the event that the ADC Tenure Report confirms that no Discretionary Social Rented Units are to be provided as part of the Development, the Developer shall pay to the Council:

4.2.1 the First Health Contribution prior to Occupation of the Dwellings; and

4.2.2 the Second Health Contribution prior to Occupation of more than 50% of the Dwellings, and the Developer covenants not to Occupy or cause or permit Occupation of the Dwellings until the First Health Contribution has been paid to the Council and not to occupy or cause or permit Occupation of more than 50% of the Dwellings until the Second Health Contribution has been paid to the Council.

4.3 In the event that the ADC Tenure Report confirms that Discretionary Social Rented Units are to be provided as part of the Development, the Developer shall pay to the Council:

4.3.1 The Adjusted First Health Contribution prior to Occupation of the Dwellings; and

4.3.2 The Adjusted Second Health Contribution prior to Occupation of more than 50% of the Dwellings,

and the Developer covenants not to Occupy or cause or permit Occupation of the Dwellings until the Adjusted First Health Contribution has been paid to the Council and not to occupy or cause or permit Occupation of more than 50% of the Dwellings until the Adjusted Second Health Contribution has been paid to the Council

5. Open Space Contributions

5.1 to pay 50% of the Open Space Contribution and 50% of the Open Space Maintenance Contribution to the Council prior to first Occupation of the Dwellings;

5.2 not to Occupy the Dwellings until the payments have been made pursuant to paragraph 6.1;

5.3 to pay the remaining 50% of the Open Space Contribution and the remaining 50% of the Open Space Maintenance Contribution to the Council prior to Occupation of more than 50% of the Dwellings; and

5.4 not to Occupy more than 50% of the Dwellings until the payments have been made pursuant to paragraph 5.3.

6. Air Quality Mitigation

6.1 To submit the Air Quality Mitigation Plan to the Council prior to Commencement of Development;

6.2 Not to Commence or permit Commencement of Development until the Air Quality Mitigation Plan has been approved in writing by the Council;

6.3 To pay the Air Quality Contribution (if payable) to the Council prior to Occupation of the Dwellings;

6.4 Not to Occupy the Dwellings until the payment has been made pursuant to paragraph 6.3;

7. Public Art

7.1 To submit the Public Art Plan to the Council for approval prior to Development taking place above ground level (or within such other timeframe as may be agreed in writing by the Council);

7.2 Not to cause or permit Development to take place above ground level (or within such other timeframe as may be agreed in writing by the Council) until the Council has approved in writing the Public Art Plan;

7.3 To carry out the works contained in the Public Art Plan prior to Occupation of 90% of the Dwellings, or such other period as may be agreed in writing by the Council.

8. Site Management Plan

8.1 To submit the Site Management Plan to the Council for approval prior to Occupation of the Development.

8.2 Not to Occupy the Development until the Site Management Plan has been approved by the Council in writing.

8.3 To comply with the approved Site Management Plan for the lifetime of the Development (as may be amended from time to time with the Council's written approval)

9. Local Procurement and Skills

9.1 To submit the Employment and Skills Plan to the Council for approval prior to Commencement of Development.

9.2 Not to Commence Development until the Employment and Skills Plan has been approved by the Council in writing.

9.3 To comply with the Employment and Skills Plan for the lifetime of the Development (as may be amended from time to time with the Council's written approval) in liaison with the Council's Economy and Skills Officer.

SCHEDULE 3
Covenants with the County Council

1. Definitions

1.1 In this Schedule 3, the following terms have the following meanings unless inconsistent with the context:

Adjusted Education Contribution means a sum to be calculated for the Education (Primary) Contribution, the Education (Secondary) Contribution and the Education (Sixth Form) Contribution together following receipt of a Tenure Notice which identifies some Discretionary Social Rent Units to be provided to be calculated in accordance with the following formula:

(DfE figure (Primary) x TPR = Primary Education Contribution) + (DfE figure (Secondary) x TPR = Secondary Education Contribution) + (DfE figure (Further Secondary) x TPR = Further Secondary Education Contribution) = Education Contribution where:

Note: x = "multiplied by ..."

DfE Figure = Department for Education (DfE) Primary/Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2023/2024 is £20,567 for Primary, £30,989 for Secondary, £33,608 for Further Secondary), updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

TPR (Total Places Required) (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied.) The County Council use the latest published occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

To determine an overall population increase the following factors are applied.

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

Year Groups = There are 7 year groups for Primary (years R to 6) and 5 for Secondary (years 7 to 11). For Sixth Form there are two year groups (years 12 and 13) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of year 11 school leavers who continue into Sixth Form education in West Sussex.

PROVIDED THAT the Adjusted Education Contribution shall not exceed the Education Contribution Index Linked;

Adjusted Fire and Rescue Service Contribution means a sum to be calculated for the Fire and Rescue Service Contribution following receipt of a Tenure Notice which identifies some Discretionary Social Rent Units to be provided to be calculated in accordance with the following formula:

Y x Z = Fire and Rescue Service Contribution where:

Note: x = "multiplied by"

Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Housing Units, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied). The County Council use the latest published occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2023/2024 is £18 for Southern Division.

PROVIDED THAT the Adjusted Fire and Rescue Service Contribution shall not exceed the Fire and Rescue Service Contribution Index Linked;

Adjusted Libraries Contribution means a sum to be calculated for the Libraries Contribution following receipt of a Tenure Notice which identifies some Discretionary Social Rent Units to be provided to be calculated in accordance with the following formula:

L/1000 x AP = Library Contribution where:

Note: x = multiplied by.

L/1000 = Extra library space in sq.m per 1,000 population x the library cost multiplier applicable at the date the Libraries Contribution is paid (which currently for the financial year 2023/2024 are 35 sq.m and £6,027 per sq.m respectively).

AP (Adjusted Population) = The estimated number of additional persons generated by the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of tenure no discount is applied.

The County Council use the latest published occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

PROVIDED THAT the Adjusted Libraries Contribution shall not exceed the Libraries Contribution Index Linked.

Cycle Path Contribution the sum of £63,830.12 (sixty three thousand eight hundred and thirty pounds and twelve pence) for the provision by the County Council of a roadside cycle path along the Site frontage at the A259 Brighton Road using the Safegurded Land;

Discretionary Social Rent Units means the discretionary social rent units that may be provided by the Owner as part of the Development over and above the policy compliant requirement for Affordable Housing;

Education Contribution means the Education (Primary) Contribution, the Education (Secondary) Contribution and the Education (Sixth Form) Contribution together;

Education (Primary) Contribution means the sum of £105,313 (one hundred and five thousand three hundred and thirteen pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development and

to be used towards the expansion of existing primary schools within the district of Adur or innovative solutions to address the need within Adur;

Education (Secondary) Contribution means the sum of £113,342 (one hundred and thirteen thousand three hundred and forty two pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development and to be used towards additional facilities at Shoreham Academy;

Education (Sixth Form) Contribution means the sum of £26,551 (twenty six thousand five hundred and fifty one pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 2 of this Schedule being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for sixth form education services that would be generated by the Development and to be used towards Shoreham Academy Sixth Form;

Fire and Rescue Service Contribution means the sum of £4,014 (four thousand and fourteen pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 4 of this Schedule being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development and to be used towards the supply and installation of additional fire safety equipment to vulnerable person's homes in West Sussex Fire Rescue Services Southern Area serving Shoreham and Southwick;

Highway Improvement Contribution means the sum of five hundred and fifty eight thousand and ninety seven pounds (£558,097) with £420,805 (four hundred and twenty thousand eight hundred and five pounds) to be used towards measures included within the JAAP and £137,292 (one hundred and thirty seven thousand two hundred and ninety two pounds) to be used towards Local Plan measures;

JAAP means the Shoreham Harbour Joint Area Action Plan adopted by the Council and the County Council in October 2019;

Libraries Contribution means the sum of £47,041 (forty seven thousand and forty one pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with paragraph 3 of this Schedule being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at the new library for Shoreham;

Tenure Notice means a written notice to be served on the County Council prior to Commencement of Development confirming the number of Discretionary Social Rent Units to be provided as part of the Development;

Traffic Regulation Order Contribution means the sum of £8,322 (eight thousand three hundred and twenty two pounds) to be used towards the promotion and advertisement of a Traffic Regulation Order to install a loading bay on Brighton Road;

Travel Plan means the travel plan to be submitted to the County Council for approval pursuant to paragraph 6.1 of this Agreement;

Travel Plan Coordinator means the person appointed by the Owner pursuant to the Travel Plan who will be responsible for securing the implementation of the Travel Plan;

Travel Plan Auditing Fee means the sum of £3,500 (three thousand five hundred pounds) payable to the County Council for monitoring the Travel Plan and/or wider travel plan promotion within Shoreham Harbour;

The Owner covenants with the County Council as follows:

2. Education Contribution

2.1 To submit the Tenure Notice to the County Council prior to Commencement of Development and not to cause or permit Commencement of Development until the Tenure Notice has been submitted to the County Council.

2.2 In the event that the Tenure Notice confirms that no Discretionary Social Rented Units are to be provided as part of the Development, the Owner shall:

2.2.1 Pay to the County Council the Education Contribution Index Linked on or before Occupation of the first Dwelling.

2.2.2 Not Occupy or cause or permit the Occupation of the first Dwelling to occur before payment to the County Council of the Education Contribution Index Linked has been made.

2.3 If the Education Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Education Contribution

2.4 In the event that the Tenure Notice confirms that Discretionary Social Rented Units are to be provided as part of the Development:

2.4.1 The Owner shall pay to the County Council the Adjusted Education Contribution prior to Occupation of the Dwellings; and

2.4.2 The Owner covenants not to Occupy or cause or permit Occupation of the Dwellings until the Adjusted Education Contribution has been paid to the County Council

3 Libraries Contribution

3.1 In the event that the Tenure Notice confirms that no Discretionary Social Rented Units are to be provided as part of the Development, the Owner shall:

3.1.1 Pay to the County Council the Libraries Contribution Index Linked on or before Occupation of the first Dwelling.

3.1.2 Not Occupy or cause or permit Occupation of the first Dwelling to occur before payment to the County Council of the Libraries Contribution Index Linked has been made.

3.2 If the Libraries Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Libraries Contribution

3.3 In the event that the Tenure Notice confirms that Discretionary Social Rented Units are to be provided as part of the Development:

3.3.1 The Owner shall pay to the County Council the Adjusted Libraries Contribution prior to Occupation of the Dwellings; and

3.3.2 The Owner covenants not to Occupy or cause or permit Occupation of the Dwellings until the Adjusted Libraries Contribution has been paid to the County Council.

4 Fire and Rescue Contribution

4.1 In the event that the Tenure Notice confirms that no Discretionary Social Rented Units are to be provided as part of the Development, the Owner shall:

4.1.1 Pay to the County Council the Fire and Rescue Service Contribution Index Linked on or before Occupation of the first Dwelling.

4.1.2 Not Occupy or cause or permit the Occupation of the first Dwelling to occur before payment to the County Council of the Fire and Rescue Service Contribution Index Linked has been made.

4.2 If the Fire and Rescue Service Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Fire and Rescue Service Contribution

4.3 In the event that the Tenure Notice confirms that Discretionary Social Rented Units are to be provided as part of the Development:

4.3.1 The Owner shall pay to the County Council the Adjusted Fire and Rescue Service Contribution prior to Occupation of the Dwellings; and

4.3.2 The Owner covenants not to Occupy or cause or permit Occupation of the Dwellings until the Adjusted Fire and Rescue Service Contribution has been paid to the County Council.

5 Highway Improvements Contribution and Cycle Path Contribution

5.1 To pay the Highway Improvement Contribution and the Cycle Path Contribution both Index Linked prior to Commencement of Development;

5.2 Not to Commence Development until the Highway Improvement Contribution and the Cycle Path Contribution have been paid to the County Council;

6 Travel Plan

6.1 To submit the Travel Plan to the County Council for approval prior to Commencement of Development;

6.2 Once approved to ensure the approved Travel Plan is implemented in full;

6.3 To appoint a Travel Plan Coordinator for a period of 5 (five) years from the date of Commencement of Development;

6.4 To pay the Travel Plan Monitoring Fee prior to Commencement of Development;

7. Safeguarded Land

7.1 Prior to Commencement of Development to maintain the Land within the Owner's control to be dedicated as additional highway land shown outlined in blue on Plan "New Built Mixed-Use Development Land Ownership" and numbered PL00 ("the Safeguarded Land")

7.2 the Safeguarded Land shall be maintained for 10 years from First Occupation and offered to the County Council to be made into a cycle path either when called upon by the County Council during the 10 year period or at the end of the 10 year period and the County Council shall either accept such offer without immediate delay or refuse the offer.

7.3 Not to cause or allow the Development to be Commenced until the provisions of paragraph 7.1 have been complied with

8. TRO Contribution

8.1 To pay the TRO Contribution Index Linked prior to Commencement of Development

8.2 Not to Commence Development until the TRO Contributions has been paid to the County Council

SCHEDULE 4
Notices

The Owner covenants with the Council and County Council :

1.1 To serve notice of the following on the Council and County Council:

1.1.1 twenty Working Days prior notice of the anticipated Commencement Date of the Development;

1.1.2 Notice of the actual Commencement Date of the Development within ten Working Days of such occurring;

1.1.3 twenty Working Days prior notice of the anticipated date of commencement of construction above ground level;

1.1.4 Notice of the actual date of commencement of construction above ground level;

1.1.5 twenty Working Days prior notice of the anticipated date of commencement of construction of the Development above the first floor podium slab;

1.1.6 Notice of the actual date of the commencement of construction of the Development above the first floor podium slab;

1.1.7 twenty Working Days prior notice of the anticipated date when the first Dwelling will be Occupied;

1.1.8 Notice of the actual date on which the first Dwelling was Occupied within ten Working Days of such occurring;

1.1.9 twenty Working Days prior notice of the anticipated date when 50% of the Dwellings will be Occupied;

1.1.10 Notice of the actual date on which 51% of the Dwellings were Occupied within ten Working Days of such occurring;

1.1.11 twenty Working Days prior notice of the anticipated date when 50% of the Market Housing Units will be Occupied;

1.1.12 Notice of the actual date on which 51% of the Market Housing Units were Occupied within ten Working Days of such occurring;

1.1.13 twenty Working Days prior notice of the anticipated date when the first Affordable Rented Unit and/or the first Social Rented Unit will be Occupied;

1.1.14 Notice of the actual date on which the first Affordable Rented Unit and/or the first Social Rented Unit will be Occupied;

1.1.15 twenty Working Days prior notice of the anticipated date when the 159th Dwelling (90%) will be Occupied; and

1.1.16 Notice of the actual date on which the 159th Dwelling (90%) was Occupied within ten Working Days of such occurring.

1.2 When serving notices pursuant to this Schedule, to provide a report detailing the number of Dwellings in Occupation at that date and confirming which obligations have been triggered and whether or not they have been complied with.

1.3 For a period of three years following Occupation of the 159th Dwelling, to provide annual updates to the Council and County Council confirming compliance with any obligations within Schedules 2 to 3 of this Agreement where performance of such obligation occurs post Occupation of the Dwellings.

SCHEDULE 5
The Council and County Council Covenants

1. Definitions

1.1 The terms used within this Schedule shall have the same meaning as per the relevant definitions within the Schedules to this Agreement.

1.2 In this Schedule the following term shall have the following meaning unless inconsistent with the context:

County Council Contributions means all contributions payable to the County Council in accordance with this Agreement.

Part 1 The Council's Covenants

2. Discharge of Obligations

2.1 The Council covenants with the Owner that following written request of the Owner the Council shall provide within ten Working Days written confirmation of the discharge of obligations contained in this Agreement when satisfied that the obligations have been performed.

3. Repayment of Contributions by the Council

The Council covenants with the Owner as follows:

3.1 to use all sums received under this Agreement for the purposes specified for which they are paid;

3.2 to provide the Owner with such evidence as they may reasonable require in order to confirm the expenditure of sums paid by the Owner under this Agreement; and

3.3 to repay to the person who made the payment such amount paid to the Council under this Agreement which has not been expended or contractually committed in accordance with the provisions of this Agreement within ten (10) years of the relevant date of payment

Part 2 – The County Council's Covenants

4. Discharge of Obligations

The County Council covenants with the Owner that following written request of the Owner the County Council shall provide within ten Working Days written confirmation of the discharge of obligations contained in this Agreement when satisfied that the obligations have been performed.

5. Repayment of Contributions by the County Council

The County Council covenants with the Owner as follows:

5.1 upon receipt of the County Council Contributions (or any part thereof) as paid to the County Council under this Agreement it will hold them in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified in this Agreement;

5.2 upon written request on or after 10 years of the date of receipt of the County Council Contributions (or any part thereof) to issue to the party that paid the said contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the County Council Contributions (or any part thereof) has been expended by the County Council;

5.3 if or to the extent that the County Council Contributions (or any parts thereof) shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall on such date refund to the party that paid the County Council Contributions, (or any part thereof) any unexpended part of the County Council Contributions (or any part thereof) together with compound interest on the unexpended part from the date of receipt by the County Council Contributions (or any part thereof) to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis;

5.4 if at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the County Council Contributions, or part thereof for the purposes specified then the County Council shall not be required to refund any part of the County Council Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the County Council Contributions (or any part thereof) in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the County Council Contributions (or any part thereof)in the manner set out in paragraph 5.3 of this Schedule .

5.5 At the written request of either of the Owner the County Council shall provide within 10 Working Days written confirmation of the discharge of obligations contained in this Agreement when satisfied that the obligations have been performed.