FROM

(1) **SUSAN PETRITZ**

(2) **[ ] as executor(s) of the estate of**

SHEILA MARGARET STANBRIDGE

(3) **[ ] (beneficiary of the estate of**

SHEILA MARGARET STANBRIDGE

(4) **TONIA DAWN JACKSON-ROBSON**

TO

(5) **HORSHAM DISTRICT COUNCIL**

UNILATERAL UNDERTAKING

Pursuant to section 106 of the Town and Country Planning Act 1990

in respect of

Land To the West of Whites Copse, Horsham Road, Rowhook,

West Sussex, RH12 3PZ

Ref: RJA/Jack239L.Y411

Planning Ref: DC/24/0848

Appeal Ref: 6002643

THIS UNDERTAKING is made as a deed and dated 2026

FROM

(1) **SUSAN PETRITZ** of Richmond Stud Farm, Bognor Road, Horsham, West Sussex, RH12 3PS **("the First Owner");**

(2) **[ ] of [ ] as executors of the estate of SHEILA MARGARET STANBRIDGE (deceased) formerly** of 12 Ghyll Crescent, Horsham, West Sussex, RH13 6BG **("the Second Owner");**

(3) **[……]** of [ ] as the beneficiary of the estate of **SHEILA MARGARET STANBRIDGE. ("the Beneficiary");**

(4) **TONIA DAWN JACKSON-ROBSON** of 2 Gaskys Lodge, Church Street, Rudgwick, Horsham, RH12 3HJ **("the Appellant");**

TO

(5) **HORSHAM DISTRICT COUNCIL of Albery House. Springfield Road, Horsham. West Sussex RH12 2GB ("the Council").**

together the "Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The Council is the local planning authority as defined in the Act for the area within which the Application and BNG Site is situated for the purposes of this Deed and for the purposes of section 106 of the Act and as such is entitled to enforce the planning obligations contained herein.

1.2 The First Owner is the registered proprietor of the part of the Application and BNG Site registered with title absolute of land registered at HM Land Registry under title number WSX302429.

1.3 The Second Owner is the executor of the registered proprietor of the part of the Application and BNG Site registered with title absolute of land registered at HM Land Registry under title number WSX266448.

1.4 The Beneficiary is the equitable owner of the land in title number WSX266448 under the will of Sheila Margaret Stanbridge (deceased).

1.5 The Appellant submitted the Application, which was received by the Council on 03 June 2024, validated on 01 August 2024 and refused at a meeting of the Council's Planning Committee which took place on 18 June 2025.

1.6 The Appellant submitted the Appeal, for which the start date letter was issued by the Planning Inspectorate on 21 January 2026.

1.7 The Owners, and the Appellant are willing to enter into and be bound by the obligations and be subject to the restrictions in this Deed on the terms set out herein.

NOW THIS DEED WITNESSES as follows:

2. INTERPRETATION

In this Undertaking:

2.1 Words importing the one gender include reference to all the genders.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

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

2.5 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.

2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Deed, unless expressly stated otherwise.

2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Deed.

2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.9 A reference to writing or written excludes fax and email.

2.10 An obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2.11 References to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and, in the case of the Council, the successors to their functions as local planning authority.

2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

It is hereby agreed between the Parties set out in this Deed that the following expressions have the following meanings:

"2015 Order"	the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended);
"Act"	the Town and Country Planning Act 1990 (as amended);
"Appeal"	the appeal by the Appellant to the Planning Inspectorate against the Council's refusal of the Application, which has been allocated appeal reference 6002643;
"Application"	the planning application for: "Change of use of land from agricultural to mixed agricultural, day nursery and forest school (Use Class E(f)). Retention of existing field shelters. Construction of education/nursery building, polytunnels and woodwork shelter. Alterations to existing access and extensive hard and soft landscaping" ascribed reference number DC/24/0848 by the Council;
"Application and BNG Site"	the land on the East side of Rowhook Road, Rowhook, West Sussex registered within title numbers WSX302429 and WSX266448 to which the Application relates, and which will accommodate the Development including Development's biodiversity net gain requirements which is shown for identification purposes on the Application and BNG Site Plan but excluding the area within the adopted highway;

"Application and BNG Site Plan"	the plan entitled Site Location Plan (Drawing No 0209-LIC-XX-00-DR-L-0000 Rev P03 and dated March 2024 comprising Schedule 1 of this Deed;
"Biodiversity Gain Plan"	the plan substantially in the form published by DEFRA, as may be updated from time to time, to be completed and submitted to the Council for approval in writing in accordance with this Schedule 2 such approval not to be unreasonably delayed or withheld;
"Biodiversity Metric"	the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time which can be used to measure the biodiversity value or relative biodiversity value of habitats or habitat enhancement for the purposes of BNG;
"Biodiversity Net Gain (BNG)"	an increase in biodiversity units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be allocated to the Development to fulfil its requirement to create or enhance biodiversity pursuant to Schedule 7A of the 1990 Act;
"BNG Land"	any part of the land comprising the Application Site on which the Habitat Creation and Enhancement Works set out in the HMMP are to take place, the locations of which are denoted on the Application Site and BNG Plan
"BNG Monitoring Contribution"	the sum of **£4,176.87 (FOUR THOUSAND ONE HUNDRED AND SEVENTY-SIX POUNDS AND EIGHTY-SEVEN PENCE)** or such other sum agreed between the Parties to be used to pay the Council's costs of monitoring compliance with the Biodiversity Gain Plan and Habitat Management and Maintenance Plan as approved by the Council to be paid by the Owners to the Council pursuant to Schedule 2 of this Deed;
"Breach Notice"	a notice which may be served by the Council on the Owners pursuant to paragraph 4 of Schedule 2 of this Deed setting out: a) details of the alleged non-compliance with the HMMP (the "Breach"); and b) details of the measures to be taken to remediate the Breach; and c) the timescales within which the measures to remediate the Breach are to be carried out, following the 20 Working Day period allowed for service of a Breach Response Notice pursuant to paragraph 4 of Schedule 2;
"Certificate of Completion"	a written certificate confirming the date on which the Habitat Creation and Enhancement Works were completed to the reasonable satisfaction of the Council;
"Commencement Date"	the date on which Commencement of Development occurs;
"Commencement Notice"	the written notice confirming the Proposed Commencement Date referred to in clause 7.1.1 and served in accordance with clause 7.3;

"Commencement of Development"	the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding (for the purposes of this Deed and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works, demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the 2015 Order, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and **"Commence Development"** shall be construed accordingly;
"Completion Date"	the date specified in the Certificate of Completion as the date the Habitat Creation and Enhancement Works were completed;
"Completion Date Notice"	written notice from the Owners to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works served in accordance with paragraph 2.3 of Schedule 2;
"DEFRA"	the Department for the Environment, Food and Rural Affairs or any successor body which carries out its functions;
"Development"	the development of the Application and BNG Site pursuant to the Planning Permission;
"First Occupation"	the first time any part of the Development is Occupied;
"Habitat Creation and Enhancement Works"	the habitat creation and/ or enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan);
"Habitat Management and Monitoring Plan (HMMP)"	the document detailing the creation and/ or enhancement of habitat to achieve the Biodiversity Net Gain, and subsequent management and maintenance thereof, to be prepared in accordance with the approved Biodiversity Gain Plan, to include: a) a non-technical summary; b) details of the roles and responsibilities of the people or organisation(s) delivering the HMMP; c) details of the planned habitat creation and/ or enhancement works to create and/ or enhance habitat to achieve the Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; d) the management measures to be put in place to maintain the habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from Practical Completion; and e) the monitoring methodology and frequency in respect of the created or enhanced habitat, to be completed and submitted to the Council for approval in writing in accordance with Schedule 2 of this Deed;

"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time;
"Monitoring Report"	the monitoring reports to be issued to the Council as specified in the HMMP and to be submitted at a minimum of 1 (one), 2 (two), 5 (five), 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five) and 30 (thirty) years following First Occupation of the Development;
"Natural England"	the public body known as Natural England which acts as the government's advisor for the natural environment in England or any successor body appointed to carry out its functions;
"Occupation"	Occupation of the Development for any purpose for which the Planning Permission is granted other than occupation for the purposes of construction or fitting out, or occupation for security, marketing or display purposes and **"Occupy"** and **"Occupied"** shall be construed accordingly;
"Occupation Date"	the anticipated date on which First Occupation occurs;
"Occupation Notice"	the written notice confirming the Occupation Date referred to in clause 7.1.2 and served in accordance with clause 7.3;
"Owners"	together the First Owner and the Second Owner.
"Planning Permission"	the planning permission to be granted by the Secretary of State pursuant to the Appeal;
"Practical Completion"	in relation to the Development, practically complete save for minor snagging items such that it is reasonably fit for Occupation or use and the words **"Practical Completion"** and **"Practically Complete"** shall be construed accordingly;
"Proposed Commencement Date"	the date on which the Appellant intends to Commence Development;
"Section 73 Consent"	any planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to section 73 of the Act was granted;
"Working Day"	Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England;

4. ENABLING PROVISIONS

4.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. CONDITIONS PRECEDENT

5.1 This Deed shall come into effect upon the date hereof, but the provisions of Schedule 2, with the

exception of paragraph 1 and its sub-paragraphs regarding payment of the BNG Monitoring Contribution shall only take effect upon the date on which Planning Permission is granted.

6. COVENANTS

6.1 Subject to clause 5.1:

6.1.1 The First Owner and Second Owner covenant with the Council to comply fully with and to perform the obligations contained herein and in Schedule 2 of this Deed in accordance with the requirements and timescales set out;

6.1.2 The First Owner and Second Owner covenant with the Council that the Development and use of the Application and BNG Site shall be in strict accordance with this Deed;

7. NOTICES

7.1 The First Owner and Second Owner covenant with the Council as follows:

7.1.1 to give the Proposed Commencement Notice to the Council not less than 14 (fourteen) days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 14 (fourteen) days before the anticipated Occupation Date.

7.2 The First Owner and Second Owner and Appellant agree that if the First Owner and / or Second Owner fails to give the notice required by clause 7,1.1 and clause 7.1.2 above then the Council shall be entitled in its absolute discretion to determine the Commencement Date and Occupation Date and shall give notice to the First Owner and Second Owner of the Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Deed shall be given in writing to the relevant Party at the relevant address referred to at the start of this Deed or such other address as may be notified in writing to the other Party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the Council, the relevant Party shall address any notice to the Head of Development and Building Control of the Council.

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 0900hrs and 1700hrs on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

8. COSTS

8.1 The Appellant has undertaken to pay the Council's reasonable and proper legal costs incurred in reviewing this Undertaking.

9. GENERAL

9.1 The Owners and Appellant undertake that:

9.1.1 this Deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

9.1.2 this Deed constitutes a deed.

9.1.3 this Deed is enforceable by the Council in accordance with section 106 of the Act.

9.1.4 nothing in this Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

9.2 It is hereby agreed by the First Owner and Second Owner and Appellant that failure by the Council at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the First Owner and Second Owner of any of the conditions, covenants, agreements or obligations of this Deed or any failure or delay by the Council to exercise any act, right or remedy shall not be construed as creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council to enforce any provision and any variation of this Deed shall not vitiate the remainder of the Deed which shall remain in full force and effect subject to such amendment or amendments.

9.3 The First Owner and Second Owner hereby undertakes that:

9.3.1 this Deed supersedes and replaces all previous negotiations whether oral or written;

9.3.2 the First Owner and Second Owner have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the Council; and

9.3.3 nothing herein contained excludes the liability of any Party in relation to fraud.

9.4 The First Owner and Second Owner acknowledge that this Deed will be registered as a local land charge.

9.5 The First Owner and Second Owner hereby gives consent for the Application and BNG Site Plan to be reproduced by the Council.

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

9.7 This Deed shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.

9.8 The obligations in this Deed (with the exception of clause 8 (Costs)) shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not granted pursuant to the Appeal OR before the Commencement of Development, the Planning Permission:

9.8.1 expires;

9.8.2 is varied or revoked other than at the request of the First Owner and / or Second Owner; or

9.8.3 is quashed following a successful legal challenge.

but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned.

9.9 The First Owner and Second Owner (or any person deriving title to the Application and BNG Site from the First Owner and / or Second Owner) shall not be liable for any breach of the restrictions and obligations set out in this Deed where such breach arises after the First Owner and / or Second Owner or such person deriving title has parted with their interest in the Application and BNG Site or part thereof to which such breach relates save in respect of liability for antecedent breach of this Deed.

9.10 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this Deed.

9.11 References to the Application and BNG Site include any part of it.

9.12 Any covenant by the First Owner and / or Second Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

9.13 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application and BNG Site in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission.

9.14 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:

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

9.14.2 the definitions of the Application, Development, Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself; and

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

PROVIDED THAT:

9.14.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

9.15 Except for the planning obligations contained in this Deed specifically regulating the use of land or buildings after construction pursuant to the provisions of this Deed or the Planning Permission pursuant to the Application or the planning obligations that relate to the Application, no obligations contained in this Deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

10. DISPUTE RESOLUTION

10.1 Should a dispute or difference arise between the First Owner, the Second Owner, the Appellant, and/or the Council concerning anything herein then the provisions of this clause 10 shall apply.

10.2 Subject to clause 10.3, all differences and disputes which may arise between the Parties concerning this Deed shall be referred to the determination (as an expert and not as an arbitrator) of an independent leading counsel agreed upon by the Parties but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the Parties.

10.3 All differences and disputes which may arise between the Parties concerning matters that are the subject of a Breach Notice served in accordance with paragraph 4 of Schedule 2 of this Deed shall be referred to the determination (as an expert and not as an arbitrator) of an independent Member/ Fellow of the Chartered Institute of Ecology and Environmental Management or equivalent agreed upon by the Parties but in default of such Deed appointed by Chartered Institute of Ecology and Environmental Management (''Expert").

10.4 Any expert or Expert appointed pursuant to clause 10.2 or 10.3 shall;

10.4.1 on his appointment serve written notice thereof on the parties in dispute;

10.4.2 consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

10.4.3 allow the parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) working days of receipt by the other party thereof;

10.4.4 have an unfettered discretion to determine the reference to him;

10.4.5 serve notice of his determination as soon as he has made it;

10.4.6 give full and clear reasons for his decision; and

10.4.7 be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his determination shall

be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die, become insolvent or of unsound mind or if any of the parties in dispute shall serve on him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

10.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Deed and consequential and interim orders and relief.

11. OWNERSHIP

11.1 The First Owner warrants that no person other than the First Owner has any legal or equitable interest in the part of the Application and BNG Site that falls within title number WSX302429.

11.2 The Second Owner warrants that no person other than the Second Owner and Beneficiary has any legal or equitable interest in the part of the Application and BNG Site that falls within title number WSX266448.

11.3 The First Owner and Second Owner undertake to the Council to give the Council immediate written notice of any change in the ownership of any of their respective interests in the Application and BNG Site 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 the Application and BNG Site purchased by reference to a plan.

12. APPELLANT'S CONSENT

12.1 The Appellant consents to the completion of this Deed and declares that any interest in the Application and BNG Site that she has shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the creation of the Appellant's interest in the Application and BNG Site.

13. REGULATION 122

13.1 If, in relation to any of the obligations (or part thereof) contained in Schedule 2 and Schedule 3, the inspector appointed by the Secretary of State to determine the Appeal states in their decision that the obligation (or part thereof) does not comply with all of the tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (such that it does not constitute a reason for granting planning permission or shall not be accorded any weight) then that obligation or those obligations (or part thereof as appropriate) shall not apply and shall be unenforceable.

IN WITNESS whereof this Deed has been duly executed the day and year first hereinbefore mentioned

EXECUTED as a **DEED** by
SUSAN PETRITZ
in the presence of ……

Witness Signature: ……..

Witness Name: ……..

Witness Address: ……..
……..
……..

EXECUTED as a **DEED** by
[ ] as Executor to the Estate of
SHEILA MARGARET STANBRIDGE
in the presence of ……

Witness Signature: ……..

Witness Name: ……..

Witness Address: ……..
……..
……..

EXECUTED as a **DEED** by
[ ] as Beneficiary to the Estate of
SHEILA MARGARET STANBRIDGE
in the presence of ……

Witness Signature: ……..

Witness Name: ……..

Witness Address: ……..
……..
……..

E**XECUTED as a DEED by**
TONIA DAWN JACKSON-ROBSON

in the presence of ……

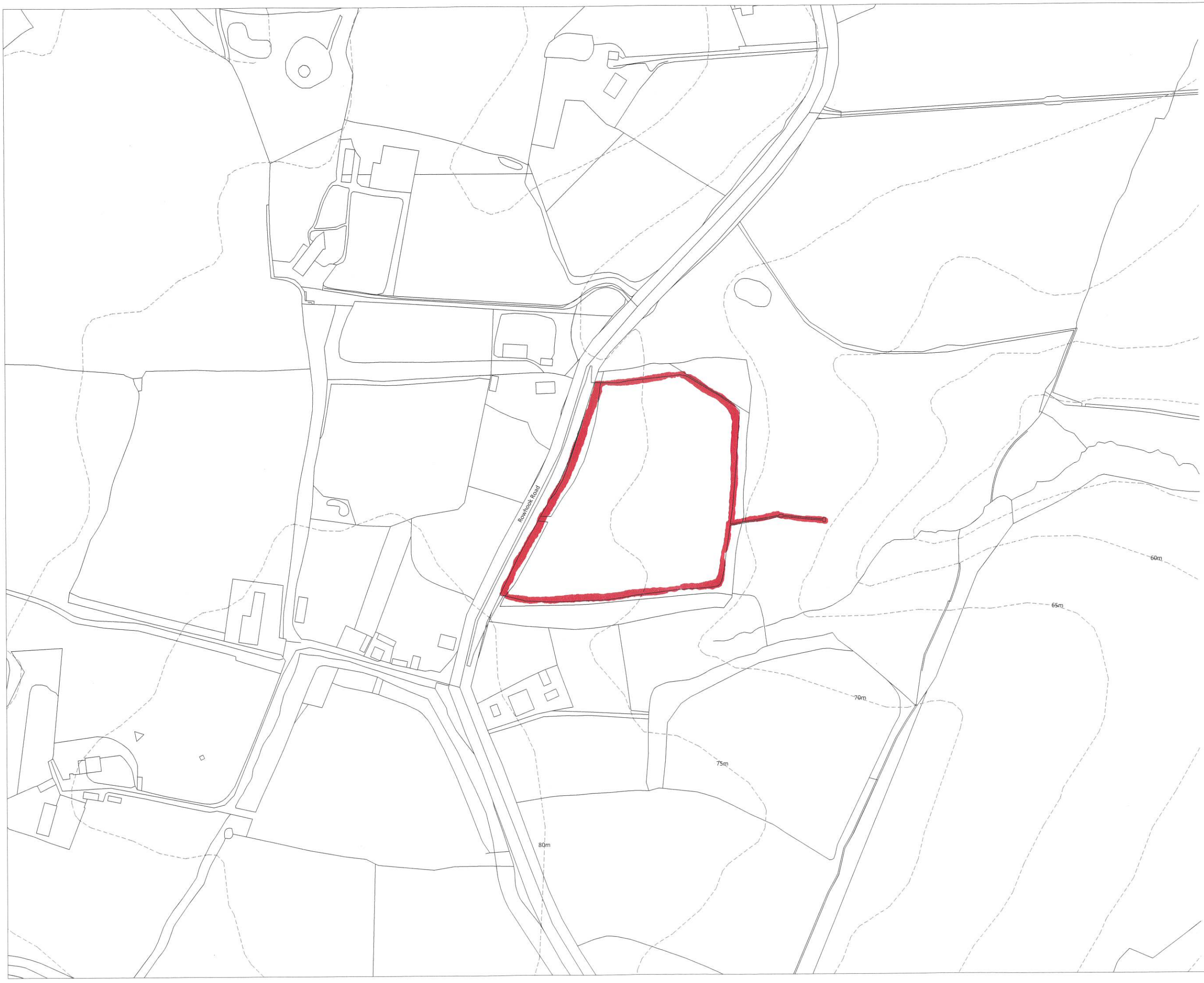
Witness Signature: ……..

Witness Name: ……..

Witness Address: ……..
……..
……..

Schedule 1

Application and BNG Site Plan



This drawing is not to be scaled. All dimensions to be checked on site.
Discrepancies, ambiguities and / or omissions between this drawing and information given elsewhere must be reported immediately to head office for clarification before proceeding.

0 12.5 25 37.5 50 62.5
metres

LEGEND

Application Boundary

Revision	P01	Rev	Author	Aprvd	Date
For Planning	S4	P03	EGA	EGA	24/03/2025
For Planning	S4	P02	GST	EGA	02/04/2024
For Planning	S4	P01	GST	EGA	22/03/2024

Lichen Studio.
Three Storeys, Old Bristol Road, Nailsworth, GL6 0JE
t. 01453 393101
m. hello@lichenstudio.co.uk
w. lichenstudio.co.uk

Client	Jack and Gill Childcare and Forest School
Project	Rowhook Forest School
Title	Site Location Plan
Dwg. No.	0209-LIC-XX-00-DR-L-0000
Revision	P03
Scale	1:1250 @A1
Date	March 2024

Workstage 3

Schedule 2

The First Owner's and Second Owner's Covenants to the Council in relation to the Application and BNG Site

With the intention of binding the Application and BNG Site, and for the purpose of allowing the Development to be delivered, the Owners covenant with the Council as follows:

1. Monitoring Contributions

1.1. To pay the BNG Monitoring Contribution in full to the Council within 10 (ten) Working Days of the Commencement Date.

2. Biodiversity Gain Plan and HMMP

2.1. To submit the Biodiversity Gain Plan and the HMMP to the Council for its approval in writing prior to the Commencement of Development;

2.2. Not to Commence Development until the Biodiversity Gain Plan and the HMMP have been approved in writing by the Council;

2.3. To issue the Completion Date Notice to the Council within 10 (ten) Working Days of the anticipated date of completion of the Habitat Creation and Enhancement Works;

2.4. To rectify promptly any defects in the Habitat Creation and Enhancement Works identified by the Council following receipt of the Completion Date Notice and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the Council issues a Certificate of Completion;

2.5. Not to Occupy the Development until the Habitat Creation and Enhancement Works set out within the HMMP have been completed in accordance with the agreed schedule of works and the Council has issued a Certificate of Completion for those works requiring completion prior to Occupation;

2.6. To ensure that the Habitat Creation and Enhancement Works set out in the HMMP are retained and maintained from the Completion Date until the 30th anniversary of the date of issue of the Certificate of Completion or Practical Completion of the Development whichever occurs later;

2.7. To provide a Monitoring Report to the Council within 20 (twenty) Working Days of each Monitoring Report date specified in the HMMP;

2.8. To notify the Council of any requested amendment to the HMMP, such notice to be accompanied by:

2.8.1. the proposed amended HMMP;

2.8.2. a statement of reasons for such amendment; and

2.8.3. confirmation (with reasons) that the amendment would not prejudice:

2.8.3.1, the use or management of the Application and BNG Site in a manner consistent with its function to deliver Biodiversity Net Gain; and

2.8.3.2, the continued functioning of the Application and BNG Site for BNG or any existing Allocation.

3. Access for Inspection

3.1. From the Commencement Date and without charge, to allow the Council, its agents, and/ or contractors, with or without workmen and/ or equipment to:

3.1.1. enter onto the part of the Application and BNG Site necessary for monitoring compliance with:

3.1.1.1, the obligations in this Deed;

3.1.1.2, any Breach Notice; and

3.1.2. pass and repass across any land in the Owners' control necessary for gaining access to the

Application and BNG Site in accordance with paragraph 3.1,1, subject to the Council providing the Owners with a minimum of 5 Working Days' notice of its desire to enter onto the Application and BNG Site, and the Council and its agents and/or contractors and/or workmen complying with the reasonable health and safety requirements of the Owners and/or its appointed contractors.

4. Breach Notice and Step-In Rights

4.1. Where the Council has served a Breach Notice, to notify the Council within 20 Working Days of service of a Breach Notice whether the First Owner and / or Second Owner accepts the Breach Notice or disputes the Breach Notice in whole or in part **(“Breach Response Notice").**

4.2. Where a Breach Notice is disputed;

4.2.1. to include a reasoned response in the Breach Response Notice; and

4.2.2. to make reasonable endeavours to resolve the measures in dispute with the Council; and

4.2.3. where resolution of the measures in dispute cannot be resolved in accordance with subparagraph 4.2.2 (above) within 20 Working Days of the date of service of the Breach Response Notice, to refer the purported non-compliance with this Deed (set out in the Breach Notice), and any remedial action needed (if any) for determination by an Expert appointed in accordance with clause 11.3 of this Deed within a further 10 Working Days.

4.3. Where a Breach Notice is accepted (or an Expert has determined that the purported breach of this Deed has occurred, and the Breach Notice is therefore valid), to comply with the requirements of the Breach Notice within the time limits specified (or other extended timeframe as agreed with the Council in writing).

4.4. To comply with any requirements imposed in connection with a Breach Notice by an Expert pursuant to paragraph 4.2.3 within the time limits specified in the Expert's determination.

4.5. Where the First Owner and / or Second Owner has failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the Council, its agents, and contractors with or without workmen and/ or equipment to enter:

4-5.1. any part of the Application and BNG Site that is necessary for the carrying out the steps set out in the Breach Notice; and

4.5.2. any other land in the First Owner's and / or Second Owner’s control necessary to access the Application and BNG Site, PROVIDED THAT that the notice and health and safety requirements specified in paragraph 3 are complied with.

4.6. To pay the Council a sum equivalent to its reasonably and properly incurred costs in exercising its step in rights and carrying out the relevant works pursuant to paragraph 4.5 (including its sub paragraphs) within 20 Working Days of the date of a notice requesting payment (such notice to include a breakdown of such costs),

4.7. In default of payment of a sum falling due to the Council in whole or in part pursuant to paragraph 4.6 of this Schedule, the Council shall be entitled to recoup its costs from the First Owner and / or Second Owner or its successors in title and may secure the same by registering a charge or restriction on the title of the Application and BNG Site at HM Land Registry.

5. Restriction on alienation of any part of the Application and BNG Site

5.1. Not to sell, lease, assign, underlet, transfer or otherwise part with its interest in the Application and BNG Site, or any part of it, without first providing a surety, performance bond or similar (to be agreed with the Council) to guarantee the cost of carrying out the BNG obligations secured by this Schedule 2 of this Deed to include any legal or administration costs associated with the carrying out of those obligations pursuant to a Breach Notice by or on behalf of the Council.

5.2. To consent to the entering of the following restriction on the transferee's title to the Application and BNG Site at HM Land Registry following the registration of the transfer and shall provide the transferor with all necessary assistance and/or documentation to permit entry of the restriction;

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number WSX302429 and WSX266448 or any title number created out of those titles or their conveyancer that the provisions of clause XX of [Details of the Transfer] have been complied with”.