

**DATED**

**2020**

**LILYBELL LIMITED**

**AND**

**JULIET BLANCHE SMITH, GORDON  
STRATTON QUENTIN SMITH AND  
RICHARD BRIAN QUENTIN SMITH**

**AND**

**SUSTAINABLE LAND PRODUCTS  
LIMITED**

**AND**

**BARGATE HOMES LIMITED**

**TO**

**FAREHAM BOROUGH COUNCIL**

**PLANNING OBLIGATION UNDER SECTION 106 OF  
THE TOWN AND COUNTRY PLANNING ACT 1990  
RELATING TO LAND WEST OF OLD STREET  
STUBBINGTON FAREHAM AND LAND AT NEWGATE  
LANE FAREHAM**

**THIS DEED** is made on

2020

BY

- (1) **LILYBELL LIMITED** (Incorporated in the British Virgin Islands Company Registration Number 560891) care of Paris Smith LLP (Ref PJG) 1 London Road, Southampton SO15 2AE (the **Old Street Owner**);
- (2) **JULIET BLANCHE SMITH** of Lambert Farm, Langtree, Torrington EX38 8NU and **GORDON STRATTON QUENTIN SMITH** of 136 Coppice Road, Highfields, Doncaster DN6 7JB and **RICHARD BRIAN QUENTIN SMITH** of Dragonfly, Hill Lane, Colden Common, Winchester SO21 1RZ (together the **Newgate Lane South Owner**);
- (3) **BARGATE HOMES LIMITED** (company registered number 05626135) whose registered office is situated at Peninsular House, Wharf Road, Portsmouth, Hampshire PO2 8HB (the **Developer**); and
- (4) **SUSTAINABLE LAND PRODUCTS LIMITED** (company registered number 07945383) whose registered office is at Endeavour House, Viking Way, Swansea, Wales SA1 7DA (the **Newgate Lane North Owner**)

TO

**FAREHAM BOROUGH COUNCIL** of Civic Offices, Civic Way, Fareham, Hampshire PO16 7AZ (the **Borough Council**).

## **BACKGROUND**

- 0.1 The Borough Council is the local planning authority for the purposes of this deed.
- 0.2 The Old Street Owner is the freehold owner of the Old Street Land registered at the Land Registry with Title Numbers HP605635 and HP605625 and subject to the entries as set out in the Charges Register of Title Numbers HP605635 and HP605625 but otherwise free from encumbrances.
- 0.3 The Newgate Lane South Owner is the freehold owner of the Newgate Lane South Land registered at the Land Registry with Title Number HP732916 and subject to the entries as set out in the Charges Register of Title Number HP732916, including an option agreement in favour of the Developer but

otherwise free from encumbrances which would prevent the Implementation of the Newgate Lane South Planning Permission.

- 0.4 The Developer submitted the Newgate Lane South Planning Application in respect of the Newgate Lane South Land and has submitted the Newgate Lane South Appeal.
- 0.5 The Newgate Lane North Owner is the freehold owner of the Newgate Lane North Land registered with Title Number HP731073 subject to the entries as set out in the Charges Register of Title Number HP731073 and a conditional contract for purchase dated 18 January 2021 in favour of the Developer but otherwise free from encumbrances which would prevent the Implementation of the Newgate Lane North Planning Permission..
- 0.6 Fareham Land LP submitted the Newgate Lane North Planning Application in respect of the Newgate Lane North Land and has submitted the Newgate Lane North Appeal.
- 0.7 The parties have entered into this deed to impose obligations and restrictions as to the agricultural use of part of the Old Street Land in order that it provides suitable habitat for the roosting and foraging of Wading Birds and Brent Geese, to mitigate against the impact of the proposed development of the Newgate Lane Land pursuant to the Solent Waders and Brent Goose Strategy

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed:

#### 1.1. Definitions:

**Commuted Sum** : the sum of £222,125 (two hundred and twenty two thousand one hundred and twenty five pounds) being the costs of compliance with the Grassland Regime and Monitoring Obligations for the Perpetuity Period, as summarised at Appendix C

- Decision Letter** : a decision in writing issued by either the Secretary of State or an Inspector determining the Newgate Lane North Appeal and/or the Newgate Lane South Appeal
- Developments** : the development authorised by the Newgate Lane North Planning Permission and the Newgate Lane South Planning Permission, in each case provided that the relevant planning permission is granted
- Dwelling** : any dwelling (including a house apartment or maisonette) constructed pursuant to the Newgate Lane North Planning Permission and/or Newgate Lane South Planning Permission
- Grassland Regime** : the grassland management regime and creation of scrapes as set out at paragraph 4.1-4.3 of the Wading Birds and Brent Geese Habitat Enhancement Scheme, to be implemented in accordance with the timetable set out at Table 4 attached to the Scheme, together with the creation and maintenance of margins pursuant to paragraph 4.3 of the Wading Birds and Brent Geese Habitat Enhancement Scheme, both of which are to be complied with for the Perpetuity Period
- Grassland Regime Implementation Notice** : Written confirmation, including a description of the works carried out and enclosing contemporaneous photographic evidence, of the flailing and preparation of the Old Street Land and the sowing of perennial rye grass and white clover seed and the creation of scrapes on the Old Street Land so as to evidence implementation of the Grassland Regime

- Implementation of Development** : the carrying out in relation of any material operation as defined by section 56(4) of the TCPA 1990 and Implemented and Implementation shall be construed accordingly
- Implementation Date** : The date that the Newgate Lane North Planning Permission or the Newgate Lane South Planning Permission is Implemented (whichever occurs first)
- Inspector** : a planning inspector appointed by the Secretary of State to consider the Newgate Lane North Appeal or Newgate Lane South Appeal under delegated powers.
- Interest** : interest at 4 per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment)
- Land Trust** : The Land Restoration Trust (company registration number 05077263) whose registered office is at 7 Birchwood One, Dewhurst Road, Birchwood, Warrington WA3 7GN
- Management Company** : A management company whose purpose shall be the management of the Old Street Land and the performance of the Grassland Regime and Monitoring Obligations and the shareholders of which shall be the freehold owners of the Old Street Land, the Newgate Lane North Land (if the Newgate Lane North Permission has been Implemented) and the Newgate Lane South Land (of the Newgate Lane South Permission

has been Implemented) at the time that the Management Company is incorporated

- Monitoring Obligations** : Means the deployment of two cameras at the Old Street Land for a period of five days each month from October to March (inclusive) annually for the first five years of the Grassland Regime and thereafter every ten years for the remainder of the Perpetuity Period, and annual site visits in winter for the first ten years and thereafter every five years for the remainder of the Perpetuity Period in accordance with the requirements set out at paragraph 4.4 of the Wading Bird and Brent Geese Habitat Enhancement Scheme, to be carried out on each occasion by a suitably qualified ornithologist, and **Monitoring Survey** means each occasion that a photographic survey is carried out from October to March inclusive
- Monitoring Report** : A report prepared by a suitably qualified ornithologist setting out the results of each Monitoring Survey
- Newgate Lane Land** : The Newgate Lane North Land and the Newgate Lane South Land as shown for the purposes of identification edged red on Plan 2 and Plan 3 and being the land registered at HM Land Registry with absolute title under title number HP732916 and HP731073
- Newgate Lane North Land** : Land adjacent to Newgate Lane, Fareham shown for the purposes of identification edged red on Plan 2 and being the land registered at HM Land Registry with absolute title under title number HP731073

**Newgate Lane Owners** : the Newgate Lane North Owner and the Newgate Lane South Owner

**Newgate Lane North Appeal** : the appeal against the non-determination of the Newgate Lane North Planning Application pursuant to section 78(2) TCPA 1990 submitted to the Secretary of State and allocated reference number APP/A1720/W/20/3252180

**Newgate Lane North Planning Application** : the application for outline planning permission for the demolition of existing buildings and development of up to 75 dwellings, open space, vehicular access point from Newgate Lane and associated and ancillary infrastructure, with all matters except access to be reserved, registered by the Borough Council under reference number P/18/1118/OA

**Newgate Lane North Planning Permission** : any outline planning permission to be granted by the Secretary of State or an appointed inspector pursuant to the Newgate Lane North Appeal

**Newgate Lane South Appeal** : the appeal against the non-determination of the Newgate Lane South Planning Application pursuant to section 78(2) TCPA 1990 submitted to the Secretary of State and allocated reference number APP/A1720/W/20/3252185

**Newgate Lane South Land** : Land adjacent to Newgate Lane, Fareham shown for the purposes of identification edged red on Plan 3 and being the land registered at HM Land Registry with absolute title under title number HP732916

**Newgate Lane South** : the application for outline planning permission

<b>Planning Application</b>	for the demolition of existing buildings and development of up to 115 dwellings, open space, vehicular access point from Newgate Lane and associated and ancillary infrastructure, with all matters except access to be reserved, registered by the Borough Council under reference number P/19/0460/OA.
<b>Newgate Lane South Planning Permission</b>	any outline planning permission to be granted by the Secretary of State or an appointed inspector pursuant to the Newgate Lane South Appeal
<b>Occupation</b>	: occupation for the purposes permitted by and pursuant to the Newgate Lane North Planning Permission and/or the Newgate Lane South Planning Permission as appropriate but not including occupation by personnel engaged in construction fitting out or decoration; marketing; or security and Occupy and Occupied shall be construed accordingly
<b>Occupation Date</b>	: The date any Dwelling on the Newgate Lane Land is first Occupied
<b>Old Street Land</b>	: Part of Land West of Old Street, Stubbington, Fareham registered at HM Land Registry with absolute title under title numbers HP605635 and HP605625 and shown for the purposes of identification only edged red on Plan 1
<b>Offer</b>	: an offer in writing for the transfer of the freehold interest in the Old Street Land on the basis of the Transfer Requirements
<b>Perpetuity Period</b>	: a period of one hundred and twenty five (125) years from the date of the Grassland Regime



## Implementation Notice

- Plan 1** : the plan attached at Appendix A and labelled “Plan 1”
- Plan 2** : the plan attached at Appendix A and labelled “Plan 2”
- Plan 3** : The plan attached at Appendix A and labelled “Plan 3”
- Planting Season** : Mid-February to Mid-March in a given year, in accordance with Table 4 to the Wading Birds and Brent Geese Habitat Enhancement Scheme, or such alternative planting season as may be stated in any updated Wading Birds and Brent Geese Habitat Enhancement Scheme from time to time
- Secretary of State** : the Secretary of State for Housing, Communities and Local Government
- Solent Waders and Brent Goose Strategy** : The Solent Waders and Brent Goose Strategy published by the Hampshire and Isle of Wight Wildlife Trust in 2010, as supplemented by the Solent Waders and Brent Goose Strategy Guidance on Mitigation and Off-setting Requirements dated October 2018 and published by the Solent Waders and Brent Goose Strategy Steering Group
- TCPA 1990** : Town and Country Planning Act 1990 (as amended)
- Transfer Requirements** : the terms set out at clause 4.3 of this Deed

- VAT** : value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
- Wildlife Trust** : Hampshire and Isle of Wight Wildlife Trust (Co Regn No 00676313 and registered charity number 201081) whose registered address is at Beechcroft House, Vicarage Lane, Curdridge, Hampshire, SO32 2DP
- Wading Birds and Brent Geese Habitat Enhancement Scheme** : The document entitled “Winter Bird Mitigation Strategy” dated February 2021 prepared by WYG and annexed at Appendix B to this Deed (as may be varied by agreement in writing with the Council in consultation with Natural England (or any successor body)
- Working Day** : any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales

- 1.2. Clause headings shall not affect the interpretation of this deed.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to any party shall include that party's personal representatives, successors, permitted assigns and any person deriving title through or under

that party and in the case of the Borough Council the successors to its statutory functions.

- 1.8. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9. Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10. A reference to writing or written excludes faxes and e-mail.
- 1.11. A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12. References to clauses, Schedules and Appendices are to the clauses, Schedules and Appendices of this deed.
- 1.13. An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14. 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 terms.
- 1.15. Where an obligation fails to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually PROVIDED THAT:
  - 1.15.1. the obligations contained in this deed binding the Old Street Land shall only be enforceable against the Old Street Owner and its successors in title to the Old Street Land;

1.15.2. the obligations contained in this deed binding the Newgate Lane North Land shall only be enforceable against the Newgate Lane North Owner and its successors in title to the Newgate Land North Land; and

1.15.3. and the obligations contained in this deed binding the Newgate Lane South Land shall only be enforceable against the Newgate Lane South Owner and its successors in title to the Newgate Lane South Land.

## **2. STATUTORY PROVISIONS**

2.1. This deed is made pursuant to Section 106 of the TCPA 1990 Section 11 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.

2.2. To the extent that they fall within the terms of Section 106 of the TCPA 1990 the covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Old Street Owner (in respect of the Old Street Land), the Newgate Lane North Owner (in respect of the Newgate Lane North Land) and the Newgate Lane South Owner (in respect of the Newgate Lane South Land) with the intention that they bind the interests held by those persons in the Old Street Land and the Newgate Lane Land and their respective successors and assigns, subject to clauses 3.1 and 3.2.

2.3. The covenants, restrictions and obligations contained in this deed are enforceable by the Borough Council in accordance with section 106 of the TCPA 1990.

## **3. CONDITIONALITY AND LIABILITY**

3.1 This deed and the performance of the obligations set out in this deed are conditional upon the grant and issue of either the Newgate Lane North Planning Permission or the Newgate Lane South Planning Permission (whichever occurs first).

- 3.2 Any person who has disposed of their interest in the Old Street Land and/or Newgate Lane Land shall upon such disposal be released from all liability pursuant to this deed in relation to the Old Street Land and/or Newgate Lane Land as appropriate or the relevant part to which the disposal relates except in respect of any breach subsisting prior to parting with such interest.
- 3.3 If a Decision Letter concludes that any of the obligations or restrictions set out in this deed do not meet the three tests of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and therefore would not comprise a reason for granting planning permission in respect of one or both of the Newgate Lane North Appeal and the Newgate Lane South Appeal, then the relevant obligation(s) shall from the date of the Decision Letter immediately cease to have effect in so far as it relates to the Newgate Lane North Appeal and/or the Newgate Lane South appeal as appropriate, and the Old Street Owner and/or one or both of the Newgate Lane Owners as appropriate shall be under no obligation to comply with it/them.
- 3.4 The obligations in this deed that relate to the Newgate Lane South Land shall cease to have effect if before the Implementation of the Newgate Lane South Planning Permission one of the following events occurs:
- 3.4.1 the Newgate Lane South Planning Permission expires;
  - 3.4.2 the Newgate Lane South Planning Permission is revoked other than at the request of the Newgate Lane South Owner; or
  - 3.4.3 the Newgate Lane South Planning Permission is quashed following a successful legal challenge.
- 3.5 The obligations in this deed that relate to the Newgate Lane North Land shall cease to have effect if before the Implementation of the Newgate Lane North Planning Permission one of the following events occurs:
- 3.5.1 the Newgate Lane North Planning Permission expires;
  - 3.5.2 the Newgate Lane North Planning Permission is revoked other than at the request of the Newgate Lane North Owner; or

3.5.3 the Newgate Lane North Planning Permission is quashed following a successful legal challenge.

3.6 In the event that the Newgate Lane South Appeal or the Newgate Lane North Appeal are dismissed then the relevant obligation(s) in this deed shall from the date of the Decision Letter immediately cease to have effect in so far as they relate to the Newgate Lane North Land and/or the Newgate Lane South Land as appropriate.

#### **4. COVENANTS IN FAVOUR OF THE BOROUGH COUNCIL**

4.1. The Old Street Owner undertakes to the Borough Council, so as to bind the Old Street Land only:

4.1.1. to implement the Grassland Regime in the first Planting Season prior to the Implementation Date

4.1.2 to send to the Newgate Lane Owners and the Borough Council a Grassland Regime Implementation Notice within 14 days of the implementation of the Grassland Regime;

4.1.3 following its implementation to thereafter comply with the Grassland Regime for the Perpetuity Period or the lifetime of the Developments, whichever is the longer

4.1.4 following its implementation to thereafter comply with the Monitoring Obligations for the Perpetuity Period;

4.1.5 to issue the Monitoring Report to the Newgate Lane Owners and the Borough Council within 4 weeks of the conclusion of each Monitoring Survey;

and

4.1.6 to pay the Borough Council's reasonable administrative costs in reviewing each Monitoring Report received, and, if any cost is properly incurred by the Borough Council in seeking the review of Natural England, to also pay such cost.

4.2 Following the Implementation Date the Old Street Owner undertakes to the Borough Council, so as to bind the Old Street Land only, to seek to dispose of the Old Street Land to a suitable management body as follows:

4.2.1 Within 7 days of the Implementation Date the Old Street Owner shall send the Offer to Hampshire County Council

4.2.2 If either:

(a) the Offer is either rejected by Hampshire County Council or no response is received from Hampshire County Council within 2 months of the date of the Offer; or

(b) (if the Offer is accepted by Hampshire County Council) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to Hampshire County Council pursuant to the Offer has not completed within 6 months of the date of the Offer

Then the Old Street Owner may notify the Borough Council in writing of those circumstances and send the Offer to the Wildlife Trust

4.2.3 If either:

(a) the Offer is either rejected by the Wildlife Trust or no response is received from the Wildlife Trust within 2 months of the date of the Offer; or

(b) (if the Offer is accepted by the Wildlife Trust) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to the Wildlife Trust

pursuant to the Offer has not completed within 6 months of the date of the Offer

Then the Old Street Owner may notify the Borough Council in writing of those circumstances and send the Offer to the Land Trust.

4.2.4 If either:

- (a) the Offer is either rejected by the Land Trust or no response is received from the Land Trust within 2 months of the date of the Offer; or
- (b) (if the Offer is accepted by the Land Trust) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to the Land Trust pursuant to the Offer has not completed within 6 months of the date of the Offer

Then the Old Street Owner may notify the Borough Council in writing of those circumstances and send the Offer to such third party as may be nominated in writing by the Borough Council (or at the Borough Council's election Natural England) ("the Third Party") to take the Old Street Land within 2 months of the Borough Council receiving written notice from the Old Street Owner pursuant to this clause 4.2.4.

4.2.5 If either:

- (a) no written third party nomination by the Borough Council is received within that two month period by the Old Street Owner;
- (b) the Offer is either rejected by the Third Party or no response is received from the Third Party within 2 months of the date of the Offer; or



- (b) (if the Offer is accepted by the Third Party) despite the Old Street Owner using reasonable endeavours the transfer of the Old Street Land to the Third Party pursuant to the Offer has not completed within 6 months of the date of the Offer

Then the Old Street Owner may notify the Borough Council in writing of those circumstances as shall as soon as practicable following such written notification transfer the freehold interest in the Old Street Land to the Management Company pursuant to the Transfer Requirements.

4.2.5 The Old Street Owner shall on the date of the completion of any transfer of the Old Street Land pursuant to this clause 4.2 pay the Commuted Sum to the transferee.

4.3 The Transfer Requirements are as follows:

4.3.1 full title guarantee;

4.3.2 purchase price of £1;

4.3.3 subject to any existing encumbrances save to the extent they are incompatible with the use of the Old Street Land pursuant to this Deed;

4.3.4 the grant of sufficient rights over a designated route (which shall be capable of being varied by the transferor or its successors in title from time to time) to allow pedestrian and vehicular access from the public highway to the Old Street Land for the purposes of implementing and thereafter complying with the Grassland Regime and Monitoring Obligations

4.4 The Newgate Lane North Owner undertakes to the Borough Council, so as to bind the Newgate Lane North Land only:

- 4.4.1 to notify the Old Street Owner and the Borough Council in writing at least 28 days in advance of the intended date that the Newgate Lane North Planning Permission is to be Implemented; and
  - 4.4.2 not to Implement nor permit the Implementation of the Newgate Lane North Planning Permission until a valid Grassland Regime Implementation Notice has been sent to the Borough Council by the Old Street Owner
- 4.5 The Newgate Lane South Owner undertakes to the Borough Council, so as to bind the Newgate Lane South Land only:
- 4.5.1 to notify the Old Street Owner and the Borough Council in writing at least 28 days in advance of the intended date that the Newgate Lane South Planning Permission is to be Implemented; and
  - 4.5.2 not to Implement nor permit the Implementation of the Newgate Lane South Planning Permission until a valid Grassland Regime Implementation Notice has been sent to the Borough Council by the Old Street Owner

## **5. DEVELOPER'S CONSENT**

The Developer consents to the completion of this deed and declares that its interest in the Old Street Land the Newgate Lane North Land and the Newgate Lane South Land shall be bound by the terms of this deed PROVIDED THAT the Developer shall not be personally liable for any breach of the obligations unless or until the Developer completes the purchase of a freehold or leasehold interest in the Old Street Land the Newgate Lane North Land and/or Newgate Lane South Land as appropriate.

## **6. LOCAL LAND CHARGE**

This deed is a local land charge and may be registered as such by the Borough Council.

## **7. BOROUGH COUNCIL COSTS**

The Developer shall pay on or before the date of this deed the Borough Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

## **8. OWNERSHIP**

8.1. From the Implementation Date and until the covenants, restrictions and obligations in clause 4 have been complied with, the Old Street Owner will give to the Borough Council within 20 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Old Street Land:

8.1.1. the name and address of the person to whom the disposition was made; and

8.1.2. the nature and extent of the interest disposed of.

## **9. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

## **10. VALUE ADDED TAX**

10.1. Each amount stated to be payable pursuant to this deed is exclusive of VAT (if any).

## **11. INTEREST ON LATE PAYMENTS**

Any amount due under this deed which is not paid on the due date shall be payable with Interest.

## **12. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

Executed as a deed by **BARGATE HOMES LIMITED** acting by  
a director, in the presence of:

..... Director

Name:

Address:

Occupation:

Executed as a deed by **SUSTAINABLE LAND PRODUCTS LIMITED** acting by  
a director, in the presence of:

..... Director

Name:

Address:

Occupation:

This document has been executed as a deed and is delivered and takes effect on  
the date stated at the beginning of it.

Executed as a deed by **LILYBELL LIMITED**, a company incorporated in the British Virgin Islands, acting by Ban Su – Mei, a director who in accordance with the laws that territory, is acting under the authority of the company

.....  
Signature in the name of the company

.....  
Signature of authorised signatory

Executed as a deed by **JULIET BLANCHE SMITH**

in the presence of:

.....

Name:

Address:

Occupation:

Executed as a deed by **GORDON STRATTON QUENTIN SMITH**

in the presence of:

.....

Name:

Address:

Occupation:

Executed as a deed by **RICHARD BRIAN QUENTIN SMITH**

in the presence of:

.....

Name:

Address:

Occupation:

**APPENDIX A**  
**Plans 1 2 and 3**

**APPENDIX B**  
**Wading Birds and Brent Geese Habitat Enhancement Scheme**



**APPENDIX C**  
**Commuted Sum Breakdown**

Management activities	Annual Sum	Total over 125 years.	Explanatory Notes
Grassland agricultural management	£1,150	£143,750	Supporting establishment of grassland in first 10 years and maintaining via two cuts per year with baling for 125 years.
Scrape management (Brushcutting)	£100	£12,500	Based on one visit every three years
Hedgerow cutting	£117	£14,625	Based on a cost of £700/day. Hedgerow length = 100m so 1/2 day every three years.
Monitoring & report	£400	£51,250	Monitoring comprises camera surveys from years 1-5 then every 5 years. Estimated at £1,600 per survey. Additional habitat monitoring years 6-10 (£250 per survey)
Total annual cost	£1,767	£222,125	

