

Definitions

“Alternative Nutrient Mitigation Strategy” means another form of nutrient mitigation strategy to mitigate the impacts of the Development upon the phosphate and nitrate levels within the Stodmarsh SPA/SAC Ramsar site including appropriate measures (other than the matters set out in this Deed in paragraphs 1.1-1.5 inclusive of Part 7 of Schedule 1) that may be proposed, explained and justified in writing by the Owner and agreed in writing by the Council (the Council having first (i) taken advice from the Consultant and (ii) obtained the agreement in writing of Natural England to the said proposal) to off-set the nutrients generated by the Development as calculated by Nutrient Budget, such strategy to include proposals as to the retention or maintenance (as appropriate to the measures proposed) of the measures in perpetuity or for as long as the Council may require the same;

“Nutrient Budget” means 7.26 kg total phosphorus per year and 235.77 kg per year of total nitrogen being the amount which is required to be mitigated to ensure the Development remains nutrient neutral as calculated at the date of this Deed or where there is a change in the methods or legislation of calculating the required phosphate or nitrate mitigation resulting in an improvement in phosphate or nitrate reductions reducing the amount of mitigation required such lower figure as may be agreed with the Council in writing;

“Nutrient Mitigation Scheme” means a nutrient mitigation scheme which fully mitigates against the Nutrient Budget to ensure that the Development achieves nutrient neutrality via a new Water Recycling Centre demonstrating nutrient neutrality in relation to the Development. Such scheme shall include:

- (i) a location plan showing the location of the Water Recycling Centre and the Surface Water Measures;
- (ii) details of the new Water Recycling Centre phosphorus discharge concentration which shall be no more than 0.2mg per litre;
- (iii) details of the new Water Recycling Centre nitrate discharge concentration which shall be no more than 7.5mg per litre;

- (iv) a timetable for the installation, construction, layout and implementation of the Water Recycling Centre;
- (v) details of the future maintenance and management of the Water Recycling Centre to ensure the same is sufficiently maintained and managed for the lifetime of the Development;
- (vi) a plan at a scale of 1:200 showing details of the location of the Water Recycling Centre Expansion Land;
- (vii) details of the connection of the Water Recycling Centre to the Ashford Road Development; and
- (viii) details of the connection of the Water Recycling Centre to the Rotherwood Development;

“Surface Water Measures” means a scheme of works and measures to be agreed with the Council to be laid out installed and completed on the Site to remove phosphates and nitrates from surface water run-off at the Site;

“Water Recycling Centre” means the new water recycling centre to be constructed and installed on the Site in accordance with the terms of this Deed in a position to be agreed with the Council to serve the Development with a phosphorous concentration limit of no more than 0.2 mg per litre and nitrate concentration limit of no more than 7.5mg to be adopted by Severn Trent Connect (or such other similar OFWAT appointed sewage undertaker);

“Water Recycling Centre Expansion Land” means an area of 600 square metres of land on the Site in a location appropriate for the expansion of the Water Recycling Centre in order for the Water Recycling Centre to be expanded to serve the Rotherwood Development the location of which is to be approved by the Council as part of the Nutrient Mitigation Scheme;

Part 7 – Schedule 1 (obligations)

Subject to paragraph 1.6 below the Owner covenants with and undertakes to the Council as follows:

- 1.1 To submit the Nutrient Mitigation Scheme prior to the Commencement of Development and not to Commence the Development unless or until the Nutrient Mitigation Scheme has been submitted to and approved in writing by the Council.
- 1.2 To:
 - (a) lay out construct install and complete the Water Recycling Centre to the Council's reasonable satisfaction and in accordance with the approved Nutrient Mitigation Scheme; and
 - (b) implement the approved Nutrient Mitigation Scheme in full to the Council's reasonable satisfaction and in accordance with the timetable and other matters set out in the approved Nutrient Mitigation Scheme.
- 1.3 Not to Occupy nor permit or cause the Occupation of any Dwelling unless and until:
 - (a) the approved Nutrient Mitigation Scheme has been fully implemented to the Council's reasonable satisfaction and the Council has confirmed the same in writing;
 - (b) the Water Recycling Centre has been laid out constructed installed and completed in accordance with the approved Nutrient Mitigation Scheme; and
 - (c) The Water Recycling Centre and the Water Recycling Centre Expansion Land have been transferred to Severn Trent (or such other similar OFWAT appointed sewage undertaker) at nil cost and evidence of the same has been provided to the Council.
- 1.4 To retain maintain and manage the Water Recycling Centre in accordance with the approved Nutrient Mitigation Scheme in perpetuity for so long as any Dwelling is Occupied.
- 1.5 The Owner shall when it transfers the Water Recycling Centre to by Severn Trent Connect (or such other similar OFWAT appointed sewage undertaker) also transfer the Water Recycling Centre Expansion Land to Severn Trent Connect (or such other similar OFWAT appointed sewage undertaker).
- 1.6 The Owner may prior to the Commencement of the Development submit an Alternative Nutrient Mitigation Strategy in writing to the Council for its approval in

writing PROVIDED THAT once Commencement of the Development has occurred the option for the Owner to submit an Alternative Nutrient Mitigation Strategy comes to an end and any Alternative Nutrient Mitigation Strategy which has been submitted but not approved by the Council by that time shall be deemed to be withdrawn.

1.7 If the Alternative Nutrient Mitigation Strategy is approved in writing by the Council before Commencement of the Development the Owner covenants with the Council to:

- (a) implement the approved Alternative Nutrient Mitigation Strategy in full to the reasonable satisfaction of the Council and in accordance with the agreed timescales and proposals in perpetuity; and
- (b) not to Occupy nor permit or cause the Occupation of any Dwelling unless and until the approved Alternative Nutrient Mitigation Strategy has been fully implemented to the reasonable satisfaction of the Council

and the Council has confirmed the same in writing;

1.8 Upon written confirmation from the Council that the approved Alternative Nutrient Mitigation Strategy has been implemented to its reasonable satisfaction the provisions of paragraphs 1.1-1.5 of this Part 7 shall cease to have effect and determine absolutely.

1.9 For the purposes of this Part 7 of Schedule 1, it is agreed between the parties that:

- (a) the Council shall be entitled to take account of its own evidence in assessing the suitability and thereafter the implementation of the Nutrient Mitigation Scheme and/or any Alternative Nutrient Mitigation Strategy respectively submitted in accordance with this Part 7;
- (b) the Council may appoint a Consultant to assist the Council in relation to its obligations under this Part 7 and to advise the Council on the suitability and thereafter the implementation of the Nutrient Mitigation Scheme and/or any Alternative Nutrient Mitigation Strategy respectively but for the avoidance of doubt the Owner shall not be liable to pay any further costs of the Consultant or Council once the Council has confirmed in writing implementation of the Nutrient Mitigation Scheme or the Alternative Nutrient Mitigation Strategy as the case may be; and

- (c) the Council may in its reasonable discretion withhold approval of the Nutrient Mitigation Scheme and/or any Alternative Nutrient Mitigation Strategy PROVIDED THAT the Owner may submit further Nutrient Mitigation Schemes and/or Alternative Nutrient Mitigation Strategy in order to obtain the approval of the Council to the Nutrient Mitigation Scheme and/or Alternative Nutrient Mitigation Strategy.

1.10 To pay to the Council the Council's reasonable costs of appointing the Consultant in connection with this Part 7, such costs shall be payable within 10 (ten) Working Days of the Council providing the Owner with any invoice in respect of the Consultant's costs.