**Schedule [ ]**

**City Council [and County Council] Financial Obligations**

**Part A - Definitions**

1. For the purposes of this Schedule, the following expressions shall have the following meanings:

|  |  |
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| **“Affordable Dwelling”** | has the same meaning as set out in Schedule [1] to this Deed; |
| **“Exe Estuary and Pebblebed Heaths Special Protection Area Habitat Mitigation Contribution”** | the sum of £[1,359.51] ([one thousand three hundred and fifty-nine pounds and fifty-one pence]) per Affordable Dwelling to be used towards the avoidance or mitigation of any adverse effect of the Affordable Dwellings on the Exe Estuary and Pebblebed Heaths Special Protection Area in accordance with the Habitats Directive, the South East Devon European Site Mitigation Strategy, and Policy CP16 of the February 2012 Adopted Exeter City Council Core Strategy; |
| **“GP Surgery Contribution”** | the sum of £[ ] ([ ] pounds) per Dwelling to be paid by the Owner to the City Council to be used towards the mitigation of the impact of the Development on local GP facilities, being the [ ] surgeries; |
| **“NHS Acute Services Contribution”** | means a financial contribution in the sum of £[ ] ([ ] pounds) to fund the provision of additional health care services to meet patient demand by Royal Devon University Healthcare NHS Foundation Trust and any subsequent NHS healthcare responsible for acute and community services; |
| **“Social Housing Relief”** | has the same meaning as set out in regulation 2 of the Community Infrastructure Levy Regulations 2010. |

**Part B – City Council Financial Obligations**

1. The Owners covenant with the City Council:
   1. Prior to the Occupation of the first Dwelling in a Phase to pay the GP Surgery Contribution [for that Phase] to the City Council.
   2. Not to Occupy the first Dwelling in a Phase until it has paid the GP Surgery Contribution [for that Phase] to the City Council.
2. The Owners covenant with the City Council:
   1. Prior to the Occupation of the first Dwelling [in a Phase] to pay the NHS Acute Services Contribution [for that Phase] to the City Council.
   2. Not to Occupy the first Dwelling [in a Phase] until it has paid the Healthcare Contribution [for that Phase] to the City Council.
3. The Owners covenant with the City Council that:
   1. they shall not make an application for Social Housing Relief [in relation to any Phase] unless the Exe Estuary and Pebblebed Heaths Special Protection Area Habitat Mitigation Contribution [for that Phase] has been paid to the City Council; and
   2. in any event if Social Housing Relief is granted in relation to any Affordable Dwelling then they shall not Commence Development of any Phase until the Exe Estuary and Pebblebed Heaths Special Protection Area Habitat Mitigation Contribution has been paid to the City Council in relation to those Affordable Dwellings [in that Phase].

**[Part C – County Council Financial Obligations**

1. The Owners covenant with the County Council that: ]

**Part D – Repayment**

1. The City Council [and the County Council] covenant with the Owner not to use any contributions received pursuant to this Agreement for any purpose other than the purpose specified in the relevant definition.
2. If the [ ] Contribution or any part thereof has not been spent or committed by the City Council [and/or the County Council] for the purpose specified in the relevant definition within ten years from the date on which it was paid then the City Council [and/or County Council] shall refund the [ ] Contribution or the unspent or uncommitted part thereof together with all interest accrued thereon to the person by whom the payment was made.