



RiverOak Strategic Partners

Applicant's Section 106 Agreement

TR020002/D8/S106
Examination Document

Project Name:	Manston Airport Development Consent Order
Application Ref:	TR020002
Submission Deadline:	8
Date:	14 June 2019

THANET DISTRICT COUNCIL

-and-

KENT COUNTY COUNCIL

-and-

RIVEROAK FUELS LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT

under section 106 of the Town and Country Planning Act 1990 (as amended) and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 relating to land at Manston Airport, Manston Rd, Ramsgate, Kent, CT12 5BQ.

DATE

2019

PARTIES

- (1) **THANET DISTRICT COUNCIL** of Cecil Street, Margate, Kent, CT9 1XZ ("the District Council")
- (2) **KENT COUNTY COUNCIL** of County Council Hall, Maidstone, Kent, ME14 1QX ("the County Council")
- (3) **RIVEROAK FUELS LIMITED** (Company Registration Number 11535715) whose registered office is situated at Calder & Co, 16 Charles II Street, London, SW1Y 4NW ("RiverOak")

INTRODUCTION

1. The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
2. The County Council is the local highways authority for the purposes of the 1980 Act for the area in which the Site is situated.
3. RiverOak owns certain of the rights and interests in the Site and has financial and operational responsibility for the Application (as defined herein) in relation to Manston Airport.
4. RiverOak has submitted the Application to the Planning Inspectorate for development consent to construct and operate the Project. The Application was accepted for examination by the Planning Inspectorate on 14 August 2018. The Secretary of State is responsible for determining the Application.
5. The parties to this Deed have agreed to enter into this Deed in order to secure the development consent obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

Word or Phrase	Meaning
"1980 Act"	means the Highways Act 1980 (as amended)
"1990 Act"	means the Town and Country Planning Act 1990 (as amended)

Word or Phrase	Meaning
"2008 Act"	means the Planning Act 2008 (as amended)
"Application"	means the application for a development consent order under s37 of the 2008 Act submitted to the Planning Inspectorate on 17 July 2018 and given reference number TR020002
"CIL"	means the charge created pursuant to section 205 of the 2008 Act and Regulation 3 of the CIL Regulations and referred to as the Community Infrastructure Levy in those enactments
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"Commencement"	means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Project and the words "Commence" and "Commenced" and cognate expressions shall be construed accordingly
"Commencement Date"	means the date of Commencement of works pursuant to the Development Consent Order
"Construction Period"	means the period between the Commencement Date and the date when the temporary powers in the Development Consent Order to enable the Project to be constructed have ceased
"Contributions"	means the financial contributions payable to the Councils under the terms of this Deed
"Development Consent Order"	means the development consent order to be made pursuant to the Application
"Dispute"	means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Deed or the parties' obligations and rights pursuant to it (other than in respect of any matter of law)

Word or Phrase	Meaning
"Expert"	means an independent person appointed in accordance with the provisions of clause 10 to determine a Dispute between the parties to this Deed
"Index"	means the BIS Index of Construction Prices and Costs or in each case in default of publication thereof, such substitute index as the parties may agree in accordance with clause 12
"Interest Rate"	means interest at 2% per annum above the Bank of England's base rate applicable at the Payment Date
"Manston Airport"	means Manston Airport situated at Manston Road, Ramsgate, Kent, CT12 5BQ
"Operation"	means commencement of air transport movements at Manston Airport
"Plan"	means the plan attached to this Deed with document no. NK018417-RPS-MSE-XX-DR-C-2200
"Planning Inspectorate"	means the executive agency of the Ministry of Housing, Communities and Local Government
"Project"	means the authorised project as defined in and to be authorised by the Development Consent Order
"Requirement"	means a requirement of the Development Consent Order
"Secretary of State"	means the Secretary of State for Transport
"Site"	means the land identified in the Development Consent Order shown edged red on the Plan
"Stage"	means a stage of the Project as defined by the Development Consent Order

Word or Phrase	Meaning
"Working Day(s)	means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business

2. CONSTRUCTION OF THIS DEED

- 2.1 References to "Councils" shall mean both the District Council and the County Council.
- 2.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.5 Wherever more than one person is a party and/or 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 "Including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly.
- 2.7 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 2.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it and "statutory requirement" shall be construed accordingly.
- 2.9 Reference to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Councils the successors to their respective statutory functions and any duly appointed employee or agent of the Councils or such successors.
- 2.10 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation.

2.11 References to “notice” shall mean notice in writing.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants contained in the Schedules are development consent obligations (to the extent that they are capable of being so) for the purposes of Section 106 of the 1990 Act and are enforceable by each of the District Council and the County Council as local planning authority or local highway authority as appropriate, and as a party to this Deed.

4. CONDITIONALITY

4.1 Subject to clauses 4.2 and 4.3, the parties agree that none of the terms or provisions in this Deed shall have operative effect unless and until:

4.1.1 the Development Consent Order has been duly made; and

4.1.2 the Construction Period has commenced

with the exception of this Clause 4 insofar as it relates to obligations in the Schedules that must be complied with prior to the commencement of the Construction Period, all of which shall have operative effect upon the making of the Development Consent Order and shall have operative effect from the date of this Deed.

4.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:-

4.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project has been Commenced

4.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Deed will cease to have any further effect and any money paid to the Councils pursuant to the Schedules and not spent by the Councils (or such other person as the money has been paid to under this Deed) shall be repaid in full within 56 days of the final determination of such proceedings; and

4.2.3 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.

4.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:-

4.3.1 proceedings by way of judicial review are finally determined:-

- (a) when permission to bring a claim for judicial review has been refused and no further application may be made;
- (b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused;
- (c) when any appeal is finally determined and no further appeal may be made.

5. **DEVELOPMENT CONSENT OBLIGATIONS**

5.1 RiverOak covenants with the Councils to perform:-

5.1.1 the development consent obligations contained in the Schedules One to Ten; and

5.1.2 any other obligations which are not development consent obligations contained in the Schedules pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling, in each case so far as they relate to RiverOak's land interests in the Site from time to time.

5.2 The Councils each covenant with RiverOak to perform the obligations on their respective parts contained in Schedules Eleven and Twelve.

5.3 The parties agree that the development consent obligations contained in this Deed will not be enforceable against any other owner of any land interest in the Site who is not a party to this Deed nor against any successors in title to or permitted assigns or any person claiming through or under such other owners (save for RiverOak) unless that person itself undertakes any part of the Project.

6. **RELEASE**

RiverOak and its successors in title and those deriving title from them shall, upon disposing of the whole or any part of their respective interests in the Site, be released from all obligations in this Deed in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

7. **FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS**

Nothing in this Deed shall be construed as prohibiting or limiting the rights of RiverOak to use or develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful

use, planning permission, development consent order or other statutory authority other than the Development Consent Order granted either before or after the date of this Deed.

8. **EXPIRY**

If the Development Consent Order expires or is revoked prior to the Commencement Date then this Deed shall forthwith determine and cease to have effect and the Councils will forthwith cancel all entries made in their respective registers of local land charges in respect of this Deed.

9. **CERTIFICATES OF COMPLIANCE**

9.1 The Councils (as appropriate) will upon request by RiverOak certify compliance or partial compliance (as and if appropriate and subject to payment of the Councils' (as appropriate) reasonable legal and professional fees) with the provisions of this Deed and if so requested by RiverOak will (as and if appropriate and subject to payment of the Councils' (as appropriate) reasonable legal and professional fees) execute a deed of release or partial release from the relevant provisions of this Deed and promptly register the same in the register of local land charges maintained by the Councils (as appropriate).

9.2 Where the Councils (as appropriate) are obliged to execute a deed of release or partial release pursuant to clause 9.1, the other parties to this Deed shall enter into such deed to the extent necessary to effect such release or partial release.

10. **RESOLUTION OF DISPUTES**

10.1 In the event of any Dispute arising between the parties then the parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least one representative from each party.

10.2 If the parties are unable to resolve the Dispute amicably pursuant to clause 10.1, one party may by serving notice on all the other parties (the "Notice") refer the Dispute to an Expert for determination.

10.3 The Notice must specify:-

10.3.1 the nature, basis and brief description of the Dispute;

10.3.2 the clause or paragraph of this Deed pursuant to which the Dispute has arisen; and

10.3.3 details of the proposed Expert.

10.4 In the event that the parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination

to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

- 10.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 10.6 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of his appointment to act.
- 10.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.

11. **NOTICES**

- 11.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time.
- 11.2 Any such notice must be delivered by hand or by pre-paid Special Delivery post and shall conclusively be deemed to have been received:-
 - 11.2.1 if delivered by hand, on the next Working Day after the day of delivery; and
 - 11.2.2 if sent by Special Delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.
- 11.3 The address for service of any such notice, consent or approval as aforesaid shall:-
 - 11.3.1 in the case of service upon Thanet District Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Iain Livingstone;
 - 11.3.2 in the case of service upon Kent County Council be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Sarah Platts;

- 11.3.3 in the case of service upon RiverOak be at its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of Tony Freudmann.

12. INDEXATION

Subject to the terms of this Deed, where any obligation in this Deed is expressed to require RiverOak to pay, provide or make available any sum of money (whether by way of a Contribution or otherwise), the amount to be paid, provided or made available shall be adjusted by reference to changes in the relevant Index in accordance with the following formula:-

$$\text{Amount Payable} = \text{Sum} \times (\text{Index at Payment Date} / \text{Index at today's date})$$

where:-

"Amount Payable" is the amount of money required to be paid;

"Sum" is the amount of the Contribution or other sum of money stated in this Deed;

"Index at Payment Date" is the relevant Index last published before the Payment Date; and

"Index at today's date" is the relevant Index last published prior to the date the Development Consent Order is made.

13. INTEREST

- 13.1 Where any obligation in this Deed is expressed to require RiverOak to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the due date to the date on which the sum of money is actually paid.
- 13.2 Where RiverOak has paid, provided or made available any sum of money (whether by way of a Contribution or otherwise) and the sum or sums have not been applied as required or within the agreed timescale then the sum or sums to be refunded shall be returned to RiverOak inclusive of interest calculated in accordance with clause 13.1.

14. NOTICE OF WORKS

- 14.1 RiverOak shall notify each of the other parties to this Deed:-
- 14.1.1 prior to the Commencement Date, of the anticipated date of Commencement of works pursuant to the Development Consent Order (which obligation shall apply again if Commencement Date does not occur on the notified date);
- 14.1.2 within seven days of the actual Commencement Date; and

- 14.1.3 within two weeks of the day on which the Construction Period ends.
- 14.2 RiverOak shall give written notice to the Councils within five Working Days of RiverOak paying, providing or making available to any third party any sum(s) of money required to be paid, provided or made available pursuant to this Deed.
15. **COMMUNITY INFRASTRUCTURE LEVY**
- The parties hereby acknowledge and agree that:-
- 15.1 this Deed has been negotiated and agreed on the assumption that liability to CIL does not arise in respect of any of the development authorised by the Development Consent Order because such development is situated in an area for which no charging schedule is in effect on the date of this Deed and no charging schedule is anticipated to be in effect in relation to such development on the day the Development Consent Order is made;
- 15.2 were liability to CIL to arise in respect of any of the development authorised by the Development Consent Order, then (subject to the conditions in CIL Regulation 55 having been complied with or satisfied and subject to this clause 15.2 not fettering the discretion of the Councils under CIL Regulation 55) CIL Regulation 55 would be applicable where the aggregate cost of complying with the development consent obligations in this Deed is greater than the chargeable amount payable in respect of such development.
16. **VAT**
- 16.1 If this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by the Councils to RiverOak then the Councils shall use all reasonable endeavours to recover the VAT in the first instance.
- 16.2 this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by the District Councils to RiverOak then, subject to the Councils complying with clause 16.1, RiverOak shall pay to the relevant Council or third party an amount equal to the VAT chargeable in addition to and at the same time as any payment or the provision of any other consideration for such supply upon provision of a valid VAT invoice addressed to RiverOak.
17. **APPROVALS**
- Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
18. **COUNCILS' POWERS**
- Nothing in this Deed shall fetter the respective statutory rights, powers or duties of the Councils.

19. **GOOD FAITH**

The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

20. **RIGHTS OF THIRD PARTIES**

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

21. **JURISDICTION**

21.1 This Deed including its construction, validity, performance and enforcement 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 English law.

21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

22. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

AIR QUALITY STATION ZH3

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"Air Quality Station ZH3 Contribution"	<p>means the following sums to be used towards the Air Quality Station ZH3 Contribution Purposes:</p> <ul style="list-style-type: none">• <u>Tranche 1</u> - £70,000 (Seventy thousand pounds) to be used for the capital cost of an air quality monitoring station;• <u>Tranche 2</u> - £4,000 (Four thousand pounds) to be used for the installation of an air quality monitoring station;• <u>Monthly Payment 1</u> - £1,200 (One thousand two hundred pounds) per month to be used for the servicing of the air monitoring station to be paid on a monthly basis for the lifetime of the operation of Manston Airport;• <u>Monthly Payment 2</u> – £600 (Six hundred pounds) per month to be used in relation to the costs of the diffusion tubes for the air monitoring station as well as putting out and recovering the diffusion tubes, analysis and reporting to be paid on a monthly basis for the lifetime of the operation of Manston Airport;• <u>Annual Payment</u> - £4,000 (Four thousand pounds) per annum to be used for the reporting costs in relation to the air monitoring station to be paid annually for the lifetime of the operation of Manston Airport.
"Air Quality Station ZH3 Contribution Purposes"	<p>means the reinstatement and ongoing operational costs in relation to the continuous monitoring of air quality (NO₂ and NO) at Air Quality Station ZH3 (as shown on the Air Quality Station ZH3 Plan) such works including data examination; maintenance; operation; and a request for ongoing support for passive monitoring via diffusion tubes and receptors (including the monitoring of fine particles PM10 and PM2.5) close to Manston Airport</p>

Word or Phrase	Meaning
"Air Quality Station ZH3 Plan"	means the plan attached to this Deed at Annex [] showing Air Quality Station ZH3 outlined in [COLOUR]

2. RiverOak covenants with the District Council as follows:
 - 2.1 To pay Tranche 1 and Tranche 2 of the Air Quality Station ZH3 Contribution in full to the District Council prior to the coming into Operation of the Project.
 - 2.2 Not to cause permit or allow the Project to come into Operation until Tranche 1 and Tranche 2 of the Air Quality Station ZH3 Contribution has been paid in full to the District Council.
 - 2.3 To pay Monthly Payment 1 and Monthly Payment 2 in full to the District Council for the lifetime of the operation of Manston Airport (unless agreed otherwise in writing with the District Council) on a monthly basis with the first payments to be made at the end of the first month following the installation of Air Quality Station ZH3.
 - 2.4 To pay the Annual Payment of the Air Quality Station ZH3 Contribution in full to the District Council for the lifetime of the operation of Manston Airport (unless agreed otherwise with the District Council) on each anniversary of the installation of Air Quality Station ZH3.

SECOND SCHEDULE

NOISE MONITORING

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"Noise Monitoring Stations"	means noise monitoring stations to be located at Manston Airport
"Noise Monitoring Assessment Contribution"	means the annual payment of £[] ([] pounds) to be used towards the Noise Monitoring Assessment Contribution Purposes
"Noise Monitoring Assessment Contribution Purposes"	means an independent assessment of the data from the Noise Monitoring Stations to ensure that provisions of the District Council's Noise Mitigation Plan and the Development Consent Order are being complied with

2. RiverOak covenants with the District Council as follows:
- 2.1 To agree the exact locations of the Noise Monitoring Stations with the District Council prior to the coming into Operation of the Project.
- 2.2 To provide a report of the data from the Noise Monitoring Stations to the District Council every [] months unless otherwise agreed in writing with the District Council.
- 2.3 To pay the first annual Noise Monitoring Assessment Contribution to the District Council at the time of the compilation of the first report (pursuant to paragraph 2.2 above).
- 2.4 To pay the annual Noise Monitoring Assessment Contribution to the District Council for the lifetime of the operation of Manston Airport (unless agreed otherwise in writing with the District Council) on each anniversary of the payment of the first annual Noise Monitoring Assessment Contribution.

THIRD SCHEDULE

EDUCATION / TRAINING / RECRUITMENT / PROCUREMENT

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"Education & Training Contribution"	<p>means:</p> <ul style="list-style-type: none">• an initial payment of £250,000.00 (Two hundred and fifty thousand pounds) ("Initial Payment");• and an annual payment of Fifty thousand pounds (£50,000.00) to be paid for a period of twenty years commencing on the 1st anniversary of the initial payment ("Annual Payment"). <p>such sums to be used for towards those requirements set out in the Education, Employment and Skills Plan</p>
"Education, Employment & Skills Plan"	<p>means the Education, Employment and Skills Plan required to be submitted under Requirement 20 of the Development Consent Order which, for the avoidance of doubt, must contain the following:</p> <ul style="list-style-type: none">• chapters addressing:<ul style="list-style-type: none">○ legal compliance;○ reporting procedures; and○ obligations to be placed upon third parties including local educational establishments and bodies;• plans and policy documents including:<ul style="list-style-type: none">○ a local hiring policy;○ an education and skills policy;○ a workplace training policy;• provision for the establishment of a local employment partnership board to include the relevant planning authority

Word or Phrase	Meaning
	<p>and the relevant local education authority and other relevant stakeholders as appropriate, to assist in the delivery of the plans and policies listed above;</p> <ul style="list-style-type: none"> • provision for a process under which the contents of the employment and skills plan is continually reviewed against relevant best practice and any consequent changes are submitted for approval by the Secretary of State; and • the employment and skills plan approved must be implemented in full.

2. RiverOak covenants with the District Council:

2.1 To pay to the District Council the Education & Training Contribution:

- 2.1.1 to pay the Initial Payment prior to the coming into Operation of the Project.
- 2.1.2 Not to cause permit or allow the Project to come into Operation unless the Initial Payment has been paid in full to the District Council.
- 2.1.3 to pay the annual payment on the first anniversary of payment of the Initial Payment and on the following nineteen such anniversaries.

FOURTH SCHEDULE

BIODIVERSITY

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"SMM Contribution"	means the sum of £54,900 (Fifty four thousand nine hundred pounds) to be used for the SMM Contribution Purposes
"SMM Contribution Purposes"	means the Strategic Access Management and Monitoring Plan in respect of the Thanet section of the Thanet Coast and Sandwich Bay Special Protection Area

2. RiverOak covenants with the District Council:
- 2.1 to pay the SMM Contribution prior to the coming into Operation of the Project.
- 2.2 Not to cause permit or allow the Project to come into Operation until the SMM Contribution has been paid to the District Council.

FIFTH SCHEDULE

PUBLIC RIGHTS OF WAY

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"PRoW Contribution"	means the sum of £90,000.00 (Ninety thousand pounds) to be used for the PRoW Contribution Purposes
"PRoW Contribution Purposes"	means the ongoing maintenance of that part of public right of way TR10 as shown on the PRoW Plan
"PRoW Plan"	means the plan attached to this Deed at Annex [] showing TR10 coloured [COLOUR]

2. RiverOak covenants with the County Council as follows:
- 2.1 To pay the PRoW Contribution to the County Council prior to the coming into Operation of the Project.
- 2.2 Not to cause permit or allow the Project to come into Operation until the PRoW Contribution has been paid in full to the County Council.

SIXTH SCHEDULE

CAR PARKING MANAGEMENT STRATEGY

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"Controlled Parking Zone"	means the controlled parking zone to be implemented in the locality of Manston Airport further to the Travel Plan
"CPZ Contribution"	means an annual contribution of £ [] ([] pounds) towards the costs of implementing a Controlled Parking Zone to control parking used in relation to Manston Airport
"Car Parking Management Strategy"	means the Car Parking Management Strategy required to be submitted under Requirement [] of the Development Consent Order
"Traffic Regulation Order"	means the Traffic Regulation Order to be made by the County Council pursuant to the 1980 Act in relation to parking restrictions in the locality of Manston Airport
"Traffic Regulation Order Contribution"	means the sum of £6,000.00 (Six thousand pounds) to be used towards the advertising and administration of the Traffic Regulation Order
"Travel Plan"	means the Travel Plan required to be submitted under Requirement [] of the Development Consent Order
"Travel Plan Monitoring Contribution"	means an annual contribution of £1,667.00 (One thousand six hundred and sixty seven pounds) to be paid for the purposes of monitoring adherence measures set out in the Travel Plan

PART 1

2. RiverOak covenants with the District Council:

- 2.1 To pay to the initial annual CPZ Contribution to the District Council prior to the coming into Operation of the Project.
- 2.2 Not to cause permit or allow the Project to come into Operation unless the initial annual CPZ Contribution has been paid in full to the District Council.
- 2.3 To pay the annual payment of the CPZ Contribution to the District Council on the first anniversary of payment of the initial annual CPZ Contribution.

PART 2

- 3. RiverOak covenants with the County Council:
 - 3.1 To pay to the initial annual Travel Plan Monitoring Contribution to the County Council prior to the coming into Operation of the Project.
 - 3.2 Not to cause permit or allow the Project to come into Operation unless the initial annual Travel Plan Monitoring Contribution has been paid in full to the County Council.
 - 3.3 To pay the annual payment of the Travel Plan Monitoring Contribution to the County Council on the first anniversary of payment of the initial annual Travel Plan Monitoring Contribution.

SEVENTH SCHEDULE
SCHOOLS CONTRIBUTIONS

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"Schools"	<p>means the following schools which will be impacted by the noise caused as a result of the operation of Manston Airport:</p> <ul style="list-style-type: none"> • Manston School House Nursery; • Chatham & Clarendon Grammar School; • The Elms Nursery School; • Priory County Infant School; • Masque Theatre School; • Fledglings Nursery School; and • Ellington Infant School.
"Schools Contribution"	means an annual payment of £139,000.00 (in total) to be paid to the Schools for the Schools Contribution Purposes
"Schools Contribution Purposes"	means the provision of noise insulation measures at the Schools to ameliorate the noise impact of the operation of Manston Airport and any other measures deemed necessary to benefit the pupils of the Schools against the impact of the operation of Manston Airport

2. RiverOak covenants with the County Council:

- 2.1 To pay to the County Council the Schools Contribution as follows:

- 2.1.1 to pay the first annual payment of the Schools Contribution prior to the coming into Operation of the Project; and

- 2.1.2 not to cause permit or allow the Project to come into Operation unless the first annual payment of the Schools Contribution has been paid in full to the County Council.
- 2.1.3 to pay the remaining nineteen annual payments of the Schools Contribution on the following nineteen anniversaries of the first annual payment.

EIGHTH SCHEDULE
MANSTON – HAINE LINK ROAD

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
“Manston – Haine Link Road”	means that area of land sited in the Northern Grass Area as shown coloured [COLOUR] on the Manston – Haine Link Road Plan such road to be used to link the A256 to the B2050 through part of the Northern Grass Area
“Manston – Haine Link Road Contribution”	means the sum of £500,000.00 (Five hundred thousand pounds) to be used towards the construction of the Manston – Haine Link Road
“Manston – Haine Link Road Plan”	means the plan attached to this Deed at Annex [] showing the Manston – Haine Link Road
“Northern Grass Area”	means the area shown [] on the Manston – Haine Link Road Plan falling within the limits of the Development Consent Order which shall include a business park for Manston Airport

2. RiverOak covenants with the County Council:
- 2.1 In carrying out the Project to ensure that that part of the Northern Grass Area which may potentially be required for the provision of the Manston – Haine Link Road is safeguarded for a period of 10 years following the grant of the Development Consent Order or until the County Council has obtained funding and planning permission for the Manston – Haine Link Road whichever is the earlier.
- 2.2 No to cause permit or allow any development of any kind whether or not connected with the Development Consent Order save for landscaping works to take part on that part of the Northern Grass Area which may be required for the provision of the Manston – Haine Link Road for a period of 10 years following the date of grant of the Development Consent Order or until the County Council has obtained funding and planning permission for the Manston – Haine Link Road whichever is the earlier.

- 2.3 If at the end of the 10 year safeguarding period or by the time the County Council has obtained funding and planning permission for the Manston – Haine Link Road whichever is the earlier, the County Council has obtained funding for and brought forward a scheme for the Manston – Haine Link Road to transfer that part of the Northern Grass Area safeguarded for the Manston – Haine Link Road to the County Council for £[1.00].
- 2.4 To pay the Manston – Haine Link Road Contribution to the County Council within 20 Working Days of the County Council obtaining planning permission for the Manston – Haine Link Road IT BEING AGREED THAT in the event the County Council has not been able to obtain planning permission for the Masnton – Haine Link Road within the 10-year safeguarding period the Manston – Haine Link Road shall not be payable.

NINTH SCHEDULE
PUBLIC TRANSPORT

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
“Manston Airport Bus Service”	means a bus service to be funded and provided by RiverOak in accordance with the Manston Airport Bus Service Scheme
“Manston Airport Bus Service Scheme”	means the scheme for the Manston Airport Bus Service to be submitted to and approved by the County Council
“Public Transport Contribution”	means the annual sum of £150,000.00 (One hundred and fifty thousand pounds) such sum to be used for the Public Transport Contribution Purposes
“Public Transport Contribution Purposes”	means the enhancement of local bus services which may include the following: <ul style="list-style-type: none"> • increase in frequency of existing local bus services; • extension of the operating times of local bus services; and • extension of existing local bus routes.

2. RiverOak covenants with the County Council as follows:

- 2.1 To pay to the County Council the Public Transport Contribution as follows:

- 2.1.1 to pay the first annual payment of the Public Transport Contribution prior to the coming into Operation of the Project;
- 2.1.2 not to cause permit or allow the Project to come into Operation until the Public Transport Contribution has been paid to the County Council; and
- 2.1.3 to pay the remaining annual payments of the Public Transport Contribution on all following anniversaries of the first annual payment for the lifetime of the operation of Manston Airport unless otherwise agreed in writing with the County Council.

- 2.2 To submit and receive written approval from the County Council and the Manston Airport Bus Service Scheme prior to the coming into Operation of the Project.
- 2.3 Not to cause permit or allow the Project to come into Operation without having received written approval from the County Council of the Manston Airport Bus Service Scheme.
- 2.4 To provide the Manston Airport Bus Service for the lifetime of the Development unless otherwise agreed in writing with the County Council.

TENTH SCHEDULE
OFF-SITE JUNCTIONS

DEFINITIONS AND INTERPRETATION

1. Where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:-

Word or Phrase	Meaning
"Off-Site Junctions"	<p>means the following junctions in the environs of the land comprising the Development Consent Order:</p> <ul style="list-style-type: none"> • Junction 1 (A256/Sandwich Road) • Junction 2 (A299 / A256 / Cottington Link Road) • Junction 4 (A299 / B2190) • Junction 6 (A299 / Seamark Road / A253 / Willetts Hill) • Junction 7 (A299 / A28) • Junction 10 (Shottendane Rd / Manston Road / Margate Hill) • Junction 13 (Manston Court Road / B2050) • Junction 15 (Manston Rd / Hartsdown Rd / Tivoli Rd / College Rd / Nash Rd) • Junction 16 (Ramsgate Rd / College Rd / A254 / Beatrice Rd) • Junction 17 (Ramsgate Road / Poorhole Lane / Margate Road / Star Lane) • Junction 21 (A299 / A256 / Sandwich Rd / Canterbury Rd E / Haine Road) • Junction 26 (Newington Road / Manston Road) • Junction 27 (Newington Road / High Street) <p>or, in the event that the above junctions are not forthcoming, other off-site junction works as the County Council deems necessary to</p>

Word or Phrase	Meaning
	carry out works on in order to mitigate the effect of the Development Consent Order
"Off-Site Junctions Contributions"	<p>means the following amounts in respect of each Off-Site Junction:</p> <ul style="list-style-type: none"> • Junction 1 - £91,000 • Junction 2 - £836,500 • Junction 4 - £826,800 • Junction 6 - £826,800 • Junction 7 - £162,000 • Junction 10 - £71,100 • Junction 13 - £590,500 • Junction 15 - £50,500 • Junction 16 - £415,700 • Junction 17 – £53,500 • Junction 21 - £102,000 • Junction 26 - £782,200 • Junction 27 – £205,000
"Off-Site Junctions Plan"	means the plan attached to this Deed at Annex [] showing the Off-Site Junctions
"Off-Site Junctions Contributions Purposes"	<p>means the following in respect of each Off-Site Junction</p> <ul style="list-style-type: none"> • Junction 1 – minor widening on arms • Junction 2 – signalisation of roundabout • Junction 4 – signalisation of roundabout • Junction 6 – signalisation of roundabout

Word or Phrase	Meaning
	<ul style="list-style-type: none"> • Junction 7 – improvements to signage and carriageway markings • Junction 10 – minor widening and white lining • Junction 13 – Provision of a new three arm signalised junction with pedestrian crossing facilities linked to the signalised junction proposals for the main airport terminal access • Junction 15 – provision of new signal head locations, road markings and revised stage sequence operation. • Junction 16 – provision of new stop line, road markings, signal head locations and revised stage sequence operation. • Junction 17 – minor widening and white lining • Junction 21 – Increase in flare length on approach to the junction and increase to entry widths. Also, proposals for revised signal stage timings and staging • Junction 26 – signalisation of junction • Junction 27 – minor road widening, removal of splitter islands and lane markings

2. RiverOak covenants with the County Council as follows:

2.1 To pay the Off-Site Junction Contributions in full to the County Council as follows:

2.1.1 Junction 13 – by the third year of the Project;

2.1.2 Junction 21 – by the fifth year of the Project;

2.1.3 Junctions 1, 2 and 4 – by the tenth year of the Project;

2.1.4 Junctions 6 and 7 – by the fifteenth year of the Project;

2.1.5 Junctions 10, 15, 16, 17, 26 and 27- by the twentieth year of the Project.

3. In the event that the above junction improvements are not necessary, the payments may be put towards other highway improvements as the County Council deems necessary provided that such improvements are required for the purpose of mitigating the effects of the Development.

ELEVENTH SCHEDULE
DISTRICT COUNCIL COVENANTS

1. The District Council covenants with RiverOak as follows:
 - 1.1 To use all the Contributions payable by RiverOak under the terms of this Deed for the purposes specified in this Deed unless otherwise agreed in writing with RiverOak.
 - 1.2 To transfer any of the Contributions which may be required to be spent by other bodies which may be in the future responsible for the carrying out of the purposes for which any of the Contributions are payable as soon as reasonably practicable following receipt of payment of the Contribution(s) from RiverOak or any third party paying on its behalf
 - 1.3 That following written request from RiverOak or other party/entity that made the relevant payment to the District Council that it will pay to the party that made that relevant payment to the District Council such amount of any payment made to the District Council under this Deed in accordance with the provisions of this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax (where required) and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of [ten] years of the date of receipt by the District Council of such payment. Any contribution or part of a contribution which the District Council has unconditionally contracted to expend prior to the date of receipt of such written request shall be deemed to have been expended by the District Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph.
 - 1.4 To provide to RiverOak or other party/entity that made the relevant payment such evidence, as RiverOak or other party/entity shall reasonably require in order to confirm the expenditure of the sums paid under this Deed upon a written request by RiverOak or other party/entity such request not to be made more than once in any year.

Discharge of Obligations

2. At the written request of the Owner RiverOak the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

TWELFTH SCHEDULE
COUNTY COUNCIL COVENANTS

1. The County Council covenants with RiverOak as follows:
 - 1.1 To use all the Contributions payable by RiverOak under the terms of this Deed for the purposes specified in this Deed unless otherwise agreed in writing with RiverOak
 - 1.2 To transfer the Schools Contribution to the Schools as soon as reasonably practicable following receipt of the Schools Contribution from RiverOak.
 - 1.3 To transfer any of the Contributions which may be required to be spent by other bodies which may be in the future responsible for the carrying out of the purposes for which any of the Contributions are payable as soon as reasonably practicable following receipt of payment of the Contribution(s) from RiverOak or any third party paying on its behalf.
 - 1.4 That following written request from RiverOak or other party/entity that made the relevant payment to the County Council that it will pay to the party that made that relevant payment to the County Council such amount of any payment made to the County Council under this Deed in accordance with the provisions of this Deed which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax (where required) and any other sum required to be deducted by law provided always that no such request will be made prior to the expiry of [ten] years of the date of receipt by the County Council of such payment. Any contribution or part of a contribution which the County Council has unconditionally contracted to expend prior to the date of receipt of such written request shall be deemed to have been expended by the County Council prior to that date. If capital works have been carried out then commuted sums for maintenance will not be returnable under this paragraph.
 - 1.5 To provide to RiverOak or other party/entity that made the relevant payment such evidence, as RiverOak or other party/entity shall reasonably require in order to confirm the expenditure of the sums paid under this Deed upon a written request by RiverOak or other party/entity such request not to be made more than once in any year.

Discharge of Obligations

2. At the written request of the Owner RiverOak the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

THE COMMON SEAL of **THANET**
DISTRICT COUNCIL was affixed in
the presence of:

Authorised Signatory

THE COMMON SEAL of **KENT**
COUNTY COUNCIL was affixed in
the presence of:

Chief Executive

EXECUTED AS A DEED by
RIVEROAK FUELS LIMITED acting
by a Director and Secretary of two
Directors

Director

Director/Secretary