**Chilmington Green** **Section 106A Application Annex A Table of Proposed Changes (CD/2/22) &**

**Chilmington Green Section 106 Agreement with Proposed Modifications (CD/2/20)**

**27/03/2025**

*List of Corrections to Chilmington Green Section 106 Agreement with Proposed Modifications (CD/2/20)*

| **Correction no.** | **Modification no.** | **s 106 agreement ref  (clause/para)** | **Correction to be made** | **Reason for correction** |
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|  | 37 | Schedule 8,  paragraph 1.2.1 | Line 3/4 delete the words “and are free from any Defects identified by the CMO”. | The wording of modification 37 makes it clear that these words were intended to be deleted. |
|  | 37 | Schedule 8,  paragraph 1.2.4 (formerly 1.2.5) | Line 2 – replace “the grant of a lease in the Facilities for a term of 21 years at a peppercorn ground rent and which” with the grant of a lease (including a long lease) of the Facilities for a term of 125 years at a peppercorn ground rent and which …” | The modified agreement refers to a term of 21 years which is inconsistent with the wording of the proposed modification 37. |
|  | 54 | Schedule 10, paragraph 2.2.4 (formerly 2.2.5) | Line 2/3 -delete “as aforesaid” and add the following after “are located” “for a term of 21 years at a peppercorn ground rent and which (a) shall not secure any service charge in relation to the premises (b) shall be unencumbered (except for any easements or other rights to lay, maintain, enter, report, divert, renew, replace, connect to and use any new or existing and proposed service media) and subject always to the provisions of this Deed and any conditions of the Planning Permission that apply to the land and (c) shall confer all legal rights and easements over neighbouring and adjacent land that are reasonably necessary and appropriate to enable the demise land to be used for its intended uses and purposes”.  The word “latter” in the final line should also be replaced by the word “CMO”.  Para 2.2.4 should therefore read:  “the first phase of the Sports Facilities have been transferred to the CMO by way of the grant of a lease of the land on which the first phase of the Sports Facilities are located for a term of 21 years at a peppercorn ground rent and which (a) shall not secure any service charge in relation to the premises (b) shall be unencumbered (except for any easements or other rights to lay, maintain, enter, report, divert, renew, replace, connect to and use any new or existing and proposed service media) and subject always to the provisions of this Deed and any conditions of the Planning Permission that apply to the land and (c) shall confer all legal rights and easements over neighbouring and adjacent land that are reasonably necessary and appropriate to enable the demise land to be used for its intended uses and purposes in a form acceptable to the CMO (their approval of the form not to be unreasonably withheld)” | To reflect the intention of modification 54 that the lease would be for a term of 21 years and let on the same terms as the lease which is proposed for other assets, such as the Chilmington Hamlet Facilities (schedule 7). |
|  | 54 | Schedule 10, paragraph 2.3.4 (formerly 2.3.5) | The corrections proposed for paragraph 2.2.4 should also be made to paragraph 2.3.4.  Para 2.3.4 should therefore read:  “the second phase of the Sports Facilities have been transferred to the CMO by way of the grant of a lease of the land on which the second phase of the Sports Facilities are located for a term of 21 years at a peppercorn ground rent and which (a) shall not secure any service charge in relation to the premises (b) shall be unencumbered (except for any easements or other rights to lay, maintain, enter, report, divert, renew, replace, connect to and use any new or existing and proposed service media) and subject always to the provisions of this Deed and any conditions of the Planning Permission that apply to the land and (c) shall confer all legal rights and easements over neighbouring and adjacent land that are reasonably necessary and appropriate to enable the demise land to be used for its intended uses and purposes in a form acceptable to the CMO (their approval of the form not to be unreasonably withheld)” | For the same reasons as given for the correction to the modification to Schedule 10, paragraph 2.2.4. |
|  | 54 | Schedule 10, paragraph 2.5.8 (formerly 2.6.9) | The corrections proposed for paragraph 2.2.4 should also be made to paragraph 2.5.8  Para 2.5.8 should therefore read:  “the Facilities have been transferred to the CMO by way of the grant of a lease of the land on which the Facilities are located for a term of 21 years at a peppercorn ground rent and which (a) shall not secure any service charge in relation to the premises (b) shall be unencumbered (except for any easements or other rights to lay, maintain, enter, report, divert, renew, replace, connect to and use any new or existing and proposed service media) and subject always to the provisions of this Deed and any conditions of the Planning Permission that apply to the land and (c) shall confer all legal rights and easements over neighbouring and adjacent land that are reasonably necessary and appropriate to enable the demise land to be used for its intended uses and purposes in a form acceptable to the CMO (their approval of the form not to be unreasonably withheld)” | For the same reasons as given in respect of the correction to the modification to Schedule 10, paragraph 2.2.4. |

*Additional Withdrawals Section 106A Application Annex A (CD/2/22)*

| **Withdrawal no.** | **Modification no.** | **s 106 agreement ref  (clause/para)** | **The modification previously sought by the Appellant** | **Reason for withdrawal** |
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|  | 47 | Schedule 10,  paragraph 2.1 | The Appellants applied for the obligation to make a payment of £20,000 toward masterplanning to be discharged and for the sum of £20,000 already paid to be refunded. | To reflect that the Appellants have previously withdrawn modification 56 (removal of obligation of ABC to produce the master plan). |
|  | 66 | Schedule 14,  paragraph 1.1 | The Appellants applied for the trigger for the approval of the design brief and specification for the District Centre to be pushed back from 950 Dwellings to 1500 Dwellings in Main Phase 1. | To reflect that the Appellants have previously withdrawn modification 65 (deferral of trigger for delivery of the Small Retail Units and serviced sites for the District Centre Facilities from 1250 Dwellings to 2700 Dwellings ). |
|  | 3 | Clause 1.1 | The Appellants applied to modify the definition of ‘Paying Owners’ to add Hodson Developments (CG Three) Limited as Paying Owners | The Appellants no longer require this modification. |