

10:57 am

Dated

23 JUNE

2017

REDROW HOMES LIMITED (1)

MORGAN AND COMPANY (STROOD) LIMITED (2)

MEDWAY COUNCIL (3)

DEED OF MUTUAL COVENANT AND GRANT

relating to

**Temple Waterfront
Knight Road
Strood
Rochester
Kent**

Ref: FGG/080345-0002

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THIS DEED is dated

23 JUNE

2017

HM Land Registry

Redrow's Title Number: TT39637

Administrative Area: Medway

Morgan's Title Numbers: K966727, K321683, K635473 & K364748

Administrative Area: Medway

Medway's Title Numbers: K724812, K399250, K672552 & K732419

PARTIES

- (1) **REDROW HOMES LIMITED** (company registration number 01990710) whose registered office is situated at Redrow House St David's Park, Flintshire, CH5 3RX (**Redrow**);
- (2) **MORGAN AND COMPANY (STROOD) LIMITED** (company registration number 00193412) whose registered office is at Knight Road, Strood, Rochester, Kent ME2 2BA (**Morgan**); and
- (3) **MEDWAY COUNCIL** of Gun Wharf, Dock Road, Chatham ME 4TR(**Medway**).

BACKGROUND

- (A) Redrow is the registered proprietor of the freehold interest in Redrow's Land under Redrow's Title Number.
- (B) Morgan is the registered proprietor of the freehold interest in Morgan's Land under Morgan's Title Numbers
- (C) Medway is the registered proprietor of the freehold interest in Medway's Land under Medway's Title Numbers.
- (D) Redrow, Morgan and Medway have agreed to grant each other the rights, restrictive covenants and positive covenants contained in this deed for the benefit of their respective properties.

AGREED TERMS

1. **Interpretation**

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

1.1 Definitions:

Business Day any day except Saturday, Sunday or a bank or public holiday and **Business Days** shall be construed accordingly.

Commencement the date on which any material operation (as defined in Section 56(4) of the Town and County Planning Act 1990) begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for

	<p>the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.</p>
Disposal	a transfer of a freehold interest or grant of a lease for a term of more than 25 years.
Dwelling	a residential dwelling house, maisonette or apartment including its garage, parking spaces, curtilage and private driveway or driveway shared exclusively with another residential dwelling or dwellings which is to be constructed on the Site.
Force Majeure	<p>any circumstance not within a party's reasonable control including, without limitation:</p> <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; and (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).
Foul Drain	a drainage pipe of sufficient capacity to serve 620 Dwellings on the Site to be laid within the Redrow Road to a pumping station within the Redrow Land and which will then connect to an adopted foul drainage system.

Justifiable Delay	any one or more of the following:
	(a) Force Majeure;
	(b) exceptionally inclement weather for a sustained period;
	(c) riot, civil commotion, local commotion or workers strikes or lockout;
	(d) non-availability of labour materials or equipment for a sustained period (provided that Redrow shall use reasonable and commercially sensible endeavours to obtain alternative sources of labour materials or equipment in such circumstances);
	(e) any requirement of local or other governmental authority;
Medway's Deed of Covenant	a deed of covenant and indemnity in favour of Morgan and Redrow or the owner or owners from time to time of Morgan's Land and Redrow's Land in the form annexed to this deed and marked "Medway's Deed of Covenant" with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed.
Medway's Land	the freehold land at temple Waterfront, Strood, Rochester Kent edged turquoise on the Plan being the properties comprised in Medway's Title Numbers.
Medway's Positive Covenants	the covenants set out in Schedule 5.
Medway's Restrictive Covenants	the covenants set out in Schedule 4.
Medway's Rights	the rights set out in Schedule 3
Medway's Road	The road (including any associated footpaths, amenity strips and service strips) abutting the eastern boundary of Morgan's Land and connecting Morgan's Land to Knight Road via the Walnut Tree Bridge.
Morgan's Deed of Covenant	a deed of covenant and indemnity in favour of Medway and Redrow or the owner or owners from time to time of Medway's Land and Redrow's Land in the form annexed to this deed and marked "Morgan's Deed of Covenant" with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed.

Morgan's Existing Road		the road passing over Morgan's Land as at the date of this deed shown hatched blue on the Plan
Morgan's Land		the freehold land at Temple Waterfront, Strood, Rochester Kent edged pink on the Plan being the properties comprised in Morgan's Title Numbers.
Morgan's Covenants	Positive	the covenants set out in Schedule 5.
Morgan's Covenants	Restrictive	the covenants set out in Schedule 4.
Morgan's Rights		the rights set out in Schedule 6
Morgan's Road		the road (including any associated footpaths, amenity strips and service strips) constructed or to be constructed by Morgan as part of the development of Morgan's Land.
Morgan's Extension Land	Road	that part of Morgan's Land which lies between the end of Morgan's Road and the boundary of Medway's Land
Peel		Port of Sheerness Limited (Company Registration Number 2639118
Permitted Disposal		<ul style="list-style-type: none"> (a) a transfer or grant of a lease of one or more individual Dwellings together with their curtilages; (b) a transfer of the freehold reversion of any Dwelling; (c) a transfer or lease of any land or the grant of rights over the same in each case as required by a statutory undertaker, utility company or other similar body acquiring an interest for the provision of an electricity sub-station, gas governor, pumping station, balancing pond, attenuation or other similar facility or site service installation or any other relevant authority; (d) a transfer or the grant of a lease required by any planning permission or planning agreement; (e) the creation of security to a bona fide funder being a UK Clearing Bank institutional lender or other similar body by way of legal charge, debenture, mortgage, lien or other form granting any legal or equitable charge over the individual residential dwellings (whether

		fixed or floating).
Plan		the plan annexed to this deed.
Redrow's Deed of Covenant	of	a deed of covenant and indemnity in favour of Medway and Morgan or the owner or owners from time to time of Medway's Land and Morgan's Land in the form annexed to this deed and marked "Redrow's Deed of Covenant" with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed
Redrow's Land		The freehold land at Temple Waterfront, Strood, Rochester Kent edged red on the Plan being the properties comprised in Redrow's Title Number.
Redrow's Covenants	Positive	the covenants set out in Schedule 8.
Redrow's Covenants	Restrictive	the covenants set out in Schedule 7.
Redrow's Rights		the rights set out in Schedule 9.
Redrow's Road		the road (including any associated footpaths, amenity strips and service strips) constructed or to be constructed by Redrow in the position shown coloured brown on the Plan or in such varied position as shall first be agreed by Morgan and Medway (approval not to be unreasonably withheld or delayed) PROVIDED ALWAYS approval is not required where Redrow's Road is moved at the boundary between Redrow's Land and Morgan's Land within a tolerance of 3 metres in either direction so long as it still abuts at one end Morgan's Land and at the other end a publicly maintained highway and is capable of providing access sufficient to serve 410 Dwellings on Morgan's Land and Medway's Land.
Redrow's Extension Land	Road	those parts of Redrow's Land which lies between the end of Redrow's Road and the boundary of Morgan's Land and which are at least as wide as Redrow's Road.
Services		electricity, gas, water, telecommunications, cable television and all other services and utilities and/or the disposal of foul drainage.
Service Media		all media for the supply and disposal of Services and all structures, machinery and equipment ancillary to those media.
Site		together Medway's Land, Morgan's Land and Redrow's Land.

Statutory Agreements	any agreement entered into or to be entered into pursuant to Section 38 and/or Section 278 of the Highways Act 1980 as substituted by Section 23 of the New Roads and Street Works Act 1991 Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 Sections 99 and 104 of the Water Industry Act 1991 or any statutory re-enactment or modification thereof or any other enactments having the same or similar effect.
Surface Water Drain	a surface water drainage pipe of sufficient capacity to disperse up to 88 litres of surface water per second from Morgan's Land into the River Medway together with an outfall of sufficient capacity into the River Medway.
1.2	Any reference to Medway, Morgan or Redrow shall include that party's personal representatives, successors in title or permitted assigns.
1.3	Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
1.4	Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.
1.5	The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
1.6	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.7	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
1.8	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
1.9	A reference to writing or written includes fax but not email.
1.10	Any obligation on a party not to do something includes an obligation not to allow, permit or suffer that thing to be done.
1.11	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.
1.12	A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
1.13	A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate

legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.14 A reference to land or property includes any part or parts of it as well as the whole.
- 1.15 Where reference is made to a party paying a fair proportion of costs such proportion shall be as agreed between the parties or in the absence of agreement determined by a single independent chartered surveyor of at least 10 years post-qualification practice and experience appointed by agreement between the parties or in the absence of agreement within 10 working days of one party requesting the other in writing to concur in such appointment appointed on the application of either party by the President or one of the Vice-Presidents for the time being of the Royal Institution of Chartered Surveyors. Such surveyor shall act as an expert and not as an arbitrator and his decision shall, except in cases of manifest fraud or negligence, be final and binding.
- 1.16 Any right of entry granted or reserved by this deed shall be:
 - (a) with or without workmen machinery plant equipment and materials;
 - (b) subject to an obligation on the part of the party exercising the right to cause as little damage or disturbance and to make good all damage thereby caused;
 - (c) in common with all others entitled to a like right;
 - (d) be exercisable at any reasonable time during daylight hours upon not less than 72 hours prior written notice (except in case of emergency).

2. **Grant of Rights**

- 2.1 Redrow with full title guarantee grants to Medway for the benefit of Medway's Land the rights and easements set out in Part 1 of Schedule 3.
- 2.2 Redrow with full title guarantee grants to Morgan for the benefit of Morgan's Land the rights and easements set out in Part 1 of Schedule 6.
- 2.3 The Rights over Redrow's Land are not granted exclusively to Medway or Morgan and are granted:
 - 2.3.1 subject to any other rights of Redrow in relation to Redrow's Land, whether or not referred to in this deed; and
 - 2.3.2 in common with any other persons lawfully entitled to similar rights in relation to Redrow's Land.
- 2.4 The Rights over Redrow's Land may be exercised by Medway and Morgan and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by Medway or Morgan.
- 2.5 Morgan with full title guarantee grants to Medway for the benefit of Medway's Land the rights and easements set out in Part 2 of Schedule 3.
- 2.6 Morgan with full title guarantee grants to Redrow for the benefit of Redrow's Land the rights and easements set out in Part 1 of Schedule 9.
- 2.7 The Rights over Morgan's Land are not granted exclusively to Medway or Redrow and are granted:

- 2.7.1 subject to any other rights of Morgan in relation to Morgan's Land, whether or not referred to in this deed; and
 - 2.7.2 in common with any other persons lawfully entitled to similar rights in relation to Morgan's Land.
- 2.8 The Rights over Morgan's Land may be exercised by Medway and Redrow and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by Medway or Redrow.
- 2.9 Medway with full title guarantee grants to Morgan for the benefit of Morgan's Land the rights and easements set out in Part 2 of Schedule 6.
- 2.10 Medway with full title guarantee grants to Redrow for the benefit of Redrow's Land the rights and easements set out in Part 2 of Schedule 9.
- 2.11 The Rights over Medway's Land are not granted exclusively to Morgan and Redrow are granted:
- 2.11.1 subject to any other rights of Medway in relation to Medway's Land, whether or not referred to in this deed; and
 - 2.11.2 in common with any other persons lawfully entitled to similar rights in relation to Medway's Land.
- 2.12 The Rights over Medway's Land may be exercised by Morgan and Redrow and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by Morgan and Redrow.

3. Restrictive covenants by Medway

- 3.1 Medway with the intention of binding Medway's Land covenants with Morgan for the benefit of Morgan's Land that Medway and anyone authorised by them to use Medway's Rights over Morgan's Land shall at all times observe and perform Medway's Restrictive Covenants.
- 3.2 Medway with the intention of binding Medway's Land covenants with Redrow for the benefit of Redrow's Land that Medway and anyone authorised by them to use Medway's Rights over Redrow's Land shall at all times observe and perform Medway's Restrictive Covenants.

4. Positive covenants by Medway

- 4.1 Medway with the intention of binding Medway's Land covenants with Morgan for the benefit of Morgan's Land that Medway and anyone authorised by them to use the Rights over Morgan's Land shall at all times observe and perform Medway's Positive Covenants set out in Part 1 of Schedule 2.
- 4.2 Medway with the intention of binding Medway's Land covenants with Redrow for the benefit of Redrow's Land that Medway and anyone authorised by them to use the Rights over Redrow's Land shall at all times observe and perform Medway's Positive Covenants Part 2 of Schedule 2.

5. Restrictive Covenants by Morgan

- 5.1 Morgan with the intention of binding Morgan's Land covenants with Medway for the benefit of Medway's Land that Morgan and anyone authorised by them to use Morgan's Rights over Medway's Land shall at all times observe and perform Morgan's Restrictive Covenants.
- 5.2 Morgan with the intention of binding Morgan's Land covenants with Redrow for the benefit of Redrow's Land that Morgan and anyone authorised by them to use Morgan's Rights over Redrow's Land shall at all times observe and perform Morgan's Restrictive Covenants.

6. Positive covenants by Morgan

- 6.1 Morgan with the intention of binding Morgan's Land covenants with Medway for the benefit of Medway's Land that Morgan and anyone authorised by them to use the Rights over Medway's Land shall at all times observe and perform Morgan's Positive Covenants set out in Part 1 of Schedule 5.
- 6.2 Morgan with the intention of binding Morgan's Land covenants with Redrow for the benefit of Redrow's Land that Morgan and anyone authorised by them to use the Rights over Redrow's Land shall at all times observe and perform Morgan's Positive Covenants set out in Part 2 of Schedule 5.

7. Restrictive Covenants by Redrow

- 7.1 Redrow with the intention of binding Redrow's Land covenants with Medway for the benefit of Medway's Land that Redrow shall at all times observe and perform Redrow's Restrictive Covenants.
- 7.2 Redrow with the intention of binding Redrow's Land covenants with Morgan for the benefit of Morgan's Land that Redrow and anyone authorised by them to use Redrow's Rights over Morgan's Land shall at all times observe and perform Redrow's Restrictive Covenants.

8. Positive covenants by Redrow

- 8.1 Redrow with the intention of binding Redrow's Land covenants with Medway for the benefit of Medway's Land that Redrow shall at all times observe and perform Redrow's Positive Covenants.
- 8.2 Redrow with the intention of binding Redrow's Land covenants with Morgan for the benefit of Morgan's Land that Redrow and anyone authorised by them to use the Rights over Morgan's Land shall at all times observe and perform Redrow's Positive Covenants.

9. HM Land Registry applications affecting Medway's Land

- 9.1 Medway consents to Morgan's Rights over Medway's Land and Medway's Restrictive Covenants being noted against Medway's Title Numbers .
- 9.2 On completion of this deed, Morgan shall:
 - 9.2.1 apply to HM Land Registry to note Morgan's Rights over Medway's Land against Medway's registered title to Medway's Land and to enter Medway's

- M
- Rights over Morgan's Land in the Property Register of Medway's registered titles to Medway's Land as appurtenant rights; and
- 9.2.2 apply to HM Land Registry to enter a notice of Medway's Restrictive Covenants against the registered title to Medway's Land.
- 10. Restricting disposals of Medway's Land**
- 10.1 Medway with the intention of binding Medway's Land covenants with Morgan for the benefit of Morgan's Land and as a separate covenant with Redrow for the benefit of Redrow's Land not to make any Disposal of Medway's Land, other than a Permitted Disposal, without first procuring that the donee enters into a Medway's Deed of Covenant with, and supplies the same to, the owner or owners from time to time of Morgan's Land.
- 10.2 Medway consents to the entry of the following restriction against Medway's titles to Medway's Land at HM Land Registry and shall provide Morgan and Redrow with all necessary assistance and documentation to permit entry of the restriction:
- "No disposal of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of 10.1 of a deed of mutual covenant and grant dated ~~23/6/2017~~ made between (1) Redrow Homes Limited (2) Morgan and Company (Strood) Limited and (3) Medway Council have been complied with or do not apply."
- 10.3 Medway with the intention of binding Medway's Land covenants with Morgan for the benefit of Morgan's Land and as a separate covenant with Redrow for the benefit of Redrow's Land not to make any Disposal of Medway's Land, other than a Permitted Disposal, without first procuring that the donee enters into a Medway's Deed of Covenant with, and supplies the same to, the owner or owners from time to time of Morgan's Land and Redrow's Land.
- 11. HM Land Registry application affecting Morgan's Land**
- 11.1 Morgan consents to Medway's Rights and Redrow's Rights over Morgan's Land and Morgan's Restrictive Covenants being noted against Morgan's Title Numbers .
- 11.2 On completion of this deed, Medway and Redrow shall:
- 11.2.1 apply to HM Land Registry to note Medway's Rights and Redrow's Rights over Morgan's Land against the Morgan's registered title to Morgan's Land and to enter Medway's Rights and Redrow's Rights over Morgan's Land in the Property Registers of the Medway's registered titles to Medway's Land and the Property Register of Redrow's registered title to Redrow's Land as appurtenant rights; and
- 11.2.2 apply to HM Land Registry to enter a notice of Morgan's Restrictive Covenants against the registered titles to Morgan's Land.
- 12. Restricting disposals of Morgan's Land**
- 12.1 Morgan with the intention of binding Morgan's Land covenants with Medway for the benefit of Medway's Land and as a separate covenant with Redrow for the benefit

of Redrow's Land not to make any Disposal of Morgan's Land, other than a Permitted Disposal, without first procuring that the donee enters into a Morgan's Deed of Covenant with, and supplies the same to, the owner or owners from time to time of Medway's Land and Redrow's Land.

- 12.2 Morgan consents to the entry of the following restriction against Morgan's titles to Morgan's Land at HM Land Registry and shall provide Medway and Redrow with all necessary assistance and documentation to permit entry of the restriction:

"No disposal of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of 12.1 of a deed of mutual covenant and grant dated 23/6/2017 made between (1) Redrow Homes Limited (2) Morgan and Company (Strood) Limited and (3) Medway Council have been complied with or do not apply." *MC*

13. **HM Land Registry application affecting Redrow's Land**

- 13.1 Redrow consents to Medway's Rights and Morgan's Rights over Redrow's Land and Redrow's Restrictive Covenants being noted against Redrow's Title Number.
- 13.2 On completion of this deed, Medway and Morgan shall:

- 13.2.1 apply to HM Land Registry to note Medway's Rights and Morgan's Rights over Redrow's Land against Redrow's registered title to Redrow's Land and to enter Medway's Rights and Morgan's Rights over Redrow's Land in the Property Registers of the Medway's registered titles to Medway's Land and the Property Registers of Morgan's registered titles to Morgan's Land as appurtenant rights; and
- 13.2.2 apply to HM Land Registry to enter a notice of Redrow's Restrictive Covenants against the registered title to Redrow's Land.

14. **Restricting disposals of Redrow's Land**

- 14.1 Redrow with the intention of binding Redrow's Land covenants with Medway for the benefit of Medway's Land and as a separate covenant with Morgan for the benefit of Morgan's Land not to make any Disposal of Redrow's Land, other than a Permitted Disposal, without first procuring that the donee enters into a Redrow's Deed of Covenant with, and supplies the same to, the owner or owners from time to time of Medway's Land and Morgan's Land.
- 14.2 Redrow consents to the entry of the following restriction against Redrow's title to Redrow's Land at HM Land Registry and shall provide Medway and Morgan with all necessary assistance and documentation to permit entry of the restriction:

"No disposal of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of 14.1 of a deed of mutual covenant and grant dated 23/6/2017 made between (1) Redrow Homes Limited (2) Morgan and Company (Strood) Limited and (3) Medway Council have been complied with or do not apply." *MC*

15. Notices

- 15.1 Except where this deed specifically states that a notice need not be in writing, any notice given under or in connection with this deed shall be:
- 15.1.1 in writing and for the purposes of this clause an email or a fax is not in writing; and
 - 15.1.2 given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
- 15.2 If a notice complies with the criteria in clause 15.1, whether or not this deed requires that notice to be in writing, it shall be deemed to have been received:
- 15.2.1 if delivered by hand, at the time the notice is left at the proper address; or
 - 15.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.4 Section 196 of the Law of Land Act 1925 shall otherwise apply to notices given under this deed.

16. Indemnities

- 16.1 Medway shall indemnify Morgan and Redrow and keep each of them indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by either of them arising out of or in connection with:
- 16.1.1 the exercise of Medway's Rights;
 - 16.1.2 any breach of any of Medway's Restrictive Covenants;
 - 16.1.3 any breach of any of Medway's Positive Covenants;
 - 16.1.4 any breach of the terms of this deed;
- by Medway, or by any occupier of Medway's Land or by an employee or invitee of Medway, or by any other person who is allowed or permitted by Medway to exercise Medway's Rights.
- 16.2 Morgan shall indemnify Medway and Redrow and keep each of them indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by either of them arising out of or in connection with:
- 16.2.1 the exercise of Morgan's Rights;
 - 16.2.2 any breach of any of Morgan's Restrictive Covenants;
 - 16.2.3 any breach of any of Morgan's Positive Covenants;
 - 16.2.4 any breach of the terms of this deed;

by Morgan, or by any occupier of Morgan's Land or by an employee or invitee of Morgan, or by any other person who is allowed or permitted by Morgan to exercise Morgan's Rights.

16.3 Redrow shall indemnify Medway and Morgan and keep each of them indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by either of them arising out of or in connection with:

- 16.3.1 the exercise of Redrow's Rights;
- 16.3.2 any breach of any of Redrow's Restrictive Covenants;
- 16.3.3 any breach of any of Redrow's Positive Covenants;
- 16.3.4 any breach of the terms of this deed;

by Redrow, or by any occupier of Redrow's Land or by an employee or invitee of Redrow, or by any other person who is allowed or permitted by Redrow to exercise Redrow's Rights.

17. Joint and several liability

17.1 Where Medway comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of Medway arising under this deed. Morgan and/or Redrow may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

17.2 Where Morgan comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of Morgan arising under this deed. Medway and/or Redrow may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

17.3 Where Redrow comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of Redrow arising under this deed. Medway and/or Morgan may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

18. Limitation on liability

18.1 Medway shall not be liable to Morgan or Redrow for any failure of Medway to comply with any of Medway's Restrictive Covenants or Medway's Positive Covenants unless and until one of Morgan and Redrow has given Medway notice of the facts that give rise to the failure and Medway has not remedied the failure within a reasonable time (if it is capable of remedy).

18.2 Morgan shall not be liable to Medway or Redrow for any failure of Morgan to comply with any of Morgan's Restrictive Covenants or Morgan's Positive Covenants unless and until one of Medway and Redrow has given Morgan notice of the facts that give rise to the failure and Morgan has not remedied the failure within a reasonable time (if it is capable of remedy).

- 18.3 Redrow shall not be liable to Medway or Morgan for any failure of Redrow to comply with any of Redrow's Restrictive Covenants or Redrow's Positive Covenants unless and until one of Medway and Morgan has given Redrow notice of the facts that give rise to the failure and Redrow has not remedied the failure within a reasonable time (if it is capable of remedy).
19. **Dispute Resolution Procedure**
- 19.1 Any dispute or difference relating to a matter of fact (but not law) which shall arise between the parties relating to the subject matter of this deed shall if any party so requires at any time by notice served on the other (**Dispute Notice**) be referred to the decision of an independent expert acting as an expert and not as an arbitrator (**Expert**).
- 19.2 The Expert shall be appointed by agreement between the parties or (if within 10 Business Days after service of the Dispute Notice the parties have been unable to agree) then on the application of either of them to such of the following persons as the parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:
- (b) the President for the time being of The Royal Institution of Chartered Surveyors;
 - (c) the President for the time being of the Law Society of England;
- and if the parties have been unable to agree as to which of the foregoing persons they should make application then to the President for the time being of the Law Society of England.
- 19.3 The fees and expenses of the Expert including the cost of his nomination shall be borne at the direction of the Expert but otherwise equally by the parties in dispute who shall also bear their own costs.
- 19.4 The Expert shall issue such directions as he considers appropriate for the conduct of the expert determination.
- 19.5 The Expert shall afford each party an opportunity to make written representations within 10 Business Days of his appointment and will copy the written representations to the other party.
- 19.6 Each party shall have a further 10 Business Days to make written comments on the other's representations and will copy the written comments to the other party.
- 19.7 The Expert shall use all reasonable endeavours to publish his decision within 30 Business Days of his appointment and such decision shall be final and binding on the parties save in the case of manifest error.
- 19.8 If the Expert nominated pursuant to this clause 19 shall die delay or become unwilling unfit or incapable of acting or if for any other reason the relevant President (or the person acting on his behalf) shall in his absolute discretion think fit he may on the written application of either of the parties discharge the Expert and appoint another in his place.
- 19.9 Any dispute or difference relating to a matter of law which shall arise between the Parties shall be decided upon by reference to the Courts of England.

20. 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.

21. Governing law

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

22. Jurisdiction

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

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

SCHEDULE 1 MEDWAY'S RESTRICTIVE COVENANTS

Medway shall not:

1. **Damage**

- 1.1 Do anything or allow anything to be done on Medway's Land that might cause any damage to Morgan's Land or to Redrow's Land, or to any property of the owners or occupiers of Morgan's Land or Redrow's Land PROVIDED ALWAYS THAT that the use of the Medway Land for the construction of any use that is approved within Outline Planning Application shall not constitute a breach of this covenant.

2. **Interference**

- 2.1 Do anything or allow anything to be done on Medway's Land that obstructs, or interferes with, the exercise or use of Morgan's Rights or Redrow's Rights over Medway's Land PROVIDED ALWAYS THAT that the use of the Medway Land for the construction of any use that is approved within the Outline Planning Application shall not constitute a breach of this covenant.
- 2.2 Discharge into any Service Media on Morgan's Land or Redrow's Land anything that is or may be corrosive or contaminative or which might block or otherwise obstruct any Service Media.
- 2.3 Park vehicles on or otherwise obstruct Redrow's Road, Redrow's Road Extension Land, Medway's Road, Morgan's Road or Morgan's Road Extension Land and will use reasonable endeavours to ensure that occupiers of and visitors to Medway's Land do not do so.

SCHEDULE 2 MEDWAY'S POSITIVE COVENANTS

Part 1

Covenants with Morgan for the benefit of Morgan's Land

Medway shall:

1. Statutory requirements

- 1.1 At the request of Morgan enter into (at Morgan's cost) and comply with the terms of any Statutory Agreements which properly relate to Medway's Land, are reasonably required to permit the development of Morgan's Land and which have first been approved by Medway (such approval not to be unreasonably withheld or delayed).
- 1.2 At Morgan's cost grant and enter into any deeds of easement and/or wayleaves as may reasonably be required to provide Services to Morgan's Land over Medway's Land and which have first been approved by Medway (such approval not to be unreasonably withheld or delayed).

2. Damage

- 2.1 In the event of Medway causing any damage to Morgan's Land, or to any property of the owners or occupiers of Morgan's Land, as soon as possible make good any damage caused to Morgan's reasonable satisfaction and pay full compensation to Morgan in respect of any damage caused that is not made good and any loss caused to Morgan due to such damage.

3. Road and Services

- 3.1 Permit Morgan to improve, enlarge or extend Medway's Road.
- 3.2 Permit Morgan to lay or construct Service Media under or in the margins of the Medway's Road.
- 3.3 Maintain and repair Medway's Road and the Service Media on under or through Medway's Land which serve both Morgan's land and Medway's Land until adoption SUBJECT TO Morgan paying a fair proportion of the costs incurred.

4. Contribution

Pay to Morgan on demand a fair proportion according to user of the costs incurred in inspecting, cleaning, maintaining, repairing or renewing Morgan's Road and the Service Media which serve both Medway's Land and Morgan's Land until they are adopted PROVIDED THAT Medway shall not be liable to contribute towards the costs of the initial construction of Morgan's Road or those Service Media.

Part 2

Covenants with Redrow for the benefit of Redrow's Land

Medway shall:

1. Statutory requirements

- 1.1 At the request of Redrow enter into (at Redrow's cost) and comply with the terms of any Statutory Agreements which properly relate to Medway's Land, are reasonably required to permit the development of Redrow's Land and which have first been approved by Medway (such approval not to be unreasonably withheld or delayed).

2. Damage

In the event of Medway causing any damage to Redrow's Land, or to any property of the owners or occupiers of Redrow's Land, as soon as possible make good any damage caused to Redrow's reasonable satisfaction and pay full compensation to Redrow in respect of any damage caused that is not made good and any loss caused to Redrow due to such damage.

3. Contribution

Pay to Redrow on demand a fair proportion according to user of the costs incurred in inspecting, cleaning, maintaining, repairing or renewing Redrow's Road and the Service Media which serve both Medway's Land and Redrow's Land until they are adopted PROVIDED THAT Medway shall not be liable to contribute towards the costs of the initial construction of Redrow's Road or those Service Media.

SCHEDULE 3 MEDWAY'S RIGHTS

Part 1

Rights over Redrow's Land

1. Right of support and protection

- 1.1 The right to support, shelter and protection from Redrow's Land, including any buildings on it, to the extent that Redrow's Land provides support, shelter and protection to any buildings on Medway's Land at the date of this deed.

2. Right of Way

The right (until the same are adopted) to pass and repass at all times with or without vehicles over Redrow's Road and the Redrow Road Extension Land (if any) for residential purposes only (and for the avoidance of doubt this right shall not extend to the passing and repassing of construction vehicles during any construction (including the construction of Dwellings) SUBJECT TO payment of a fair proportion according to user of the costs incurred in cleaning, maintaining, repairing and renewing Redrow's Road and the Redrow Road Extension Land (if any) until they are adopted

3. Services

The right to connect into and use Service Media and Foul Drain together with the right to the free passage and running of Services through the Service Media laid on, under or through Redrow's Land SUBJECT TO payment of a fair proportion according to user of the costs incurred in inspecting, cleaning, maintaining, repairing and renewing Service Media used in common until they are adopted.

Part 2

Rights over Morgan's Land

1. Right of support and protection

The right to support, shelter and protection from Morgan's Land, including any buildings on it, to the extent that Morgan's Land provides support, shelter and protection to any buildings on Medway's Land at the date of this deed.

2. Right of Way

The right (until the same are adopted) to pass and repass at all times with or without vehicles for all purposes connected with the use of Medway's Land over Morgan's Road and the Morgan Road Extension Land (if any) SUBJECT TO payment of a fair proportion according to user of the costs incurred in cleaning, maintaining, repairing and renewing Morgan's Road and the Morgan Road Extension Land (if any) until they are adopted PROVIDED THAT Medway shall not be entitled to use Morgan's Road or the Morgan Road Extension Land for constructions traffic until Morgan's Road has been adopted as a publicly maintained highway.

3. Right of access

- 3.1 The right to enter onto Morgan's Road and the Morgan Road Extension Land to
 - 3.1.1 construct a road to link Medway's Land with Morgan's Road; and
 - 3.1.2 lay or construct under the Morgan Road Extension Land Service Media.
- 3.2 The right to enter onto Morgan's Road and the Morgan Road Extension Land to make connections to Service Media laid or constructed under or in the margins of Morgan's Road.
- 3.3 In the event that Morgan shall fail to comply with its obligations under Schedule 5 (but not otherwise) the right to enter upon such parts of Morgan's Land which do not comprise the site of a Dwelling or any other building to:
 - 3.3.1 construct Morgan's Road; and;
 - 3.3.2 lay or construct under or in the margins of Morgan's Road Service Media to serve Medway's Land.
- 3.4 The right, until the same are adopted, to enter Morgan's Road and the Morgan Road Extension Land to inspect, clean, maintain, repair and renew Service Media serving Medway's Land.

4. Services

The right to connect into and use Service Media together with the right to the free passage and running of Services through the Service Media laid on, under or through Morgan's Land SUBJECT TO payment of a fair proportion of the costs incurred in inspecting, cleaning, maintaining, repairing and renewing Service Media used in common until they are adopted.

SCHEDULE 4 MORGAN'S RESTRICTIVE COVENANTS

Morgan shall not:

1. Damage

- 1.1 Do anything or allow anything to be done on Morgan's Land that might cause any damage to Medway's Land or to Redrow's Land, or to any property of the owners or occupiers of Medway's Land or Redrow's Land PROVIDED ALWAYS that the use of Morgan's Land for the construction of Dwellings and any uses ancillary thereto and also the existing uses of Morgan's Land as at the date of this deed shall not constitute a breach of these covenants.

2. Interference

- 2.1 Do anything or allow anything to be done on Morgan's Land that obstructs, or interferes with, the exercise or use of Medway's Rights or Redrow's Rights over Morgan's Land PROVIDED THAT development of Morgan's Land shall not be a breach of this covenant.
- 2.2 Discharge into any Service Media on Redrow's Land anything that is or may be corrosive or contaminative or which might block or otherwise obstruct any Service Media.
- 2.3 Park vehicles on or otherwise obstruct Redrow's Road, Redrow's Road Extension Land, Medway's Road, Morgan's Road or Morgan's Road Extension Land and will use reasonable endeavours to ensure that occupiers of and visitors to Morgan's Land do not do so.

SCHEDULE 5 MORGAN'S POSITIVE COVENANTS

Part 1

Covenants with Medway for the benefit of Medway's Land

Morgan shall:

1. **Damage**

In the event of Morgan causing any damage to Medway's Land, or to any property of the owners or occupiers of Medway's Land, as soon as possible make good any damage caused to Medway's reasonable satisfaction and pay full compensation to Medway in respect of any damage caused that is not made good and any loss caused to Medway due to such damage.

2. **Roads and Services**

- 2.1 As part of the development of Morgan's Land procure that Morgan's Road is built to adoptable standards sufficient to serve 410 residential units (including any units constructed on Morgan's Land) up to a point or points on the boundary between Morgan's Land and Medway's Land as shall be agreed between Morgan and Medway (such agreement not to be unreasonably withheld or delayed)
- 2.2 Maintain and repair Morgan's Road and the Service Media on under or through Morgan's Land which serve both Morgan's land and Medway's Land until adoption SUBJECT TO Medway paying a fair proportion according to user of the costs incurred

3. **Contribution**

To pay to Medway on demand a fair proportion according to user of the costs incurred in inspecting, cleaning, maintaining, repairing or renewing Medway's Road and the Service Media laid on under or through Medway's Land which serve both Morgan's Land and Medway's Land until they are adopted.

Part 2

Covenants with Redrow for the benefit of Redrow's Land

Morgan shall:

1. Statutory requirements

- 1.1** At the request of Redrow enter into (at redrow's cost) and comply with the terms of any Statutory Agreements which properly relate to Morgan's Land, are reasonably required to permit the development of Redrow's Land and which have first been approved by Morgan (such approval not to be unreasonably withheld or delayed).

2. Damage

In the event of Morgan causing any damage to Redrow's Land, or to any property of the owners or occupiers of Redrow's Land, as soon as possible make good any damage caused to Redrow's reasonable satisfaction and pay full compensation to Redrow in respect of any damage caused that is not made good and any loss caused to Redrow due to such damage.

3. Contribution

Pay to Redrow on demand a fair proportion according to user of the costs incurred in inspecting, cleaning, maintaining, repairing or renewing Redrow's Road and the Service Media which serve both Morgan's Land and Redrow's Land until they are adopted PROVIDED THAT Morgan shall not be liable to contribute towards the costs of the initial construction or adoption of Redrow's Road or those Service Media

SCHEDULE 6 MORGAN'S RIGHTS

Part 1

Rights over Redrow's Land

1. Right of support and protection

The right to support, shelter and protection from Redrow's Land, including any buildings on it, to the extent that Redrow's Land provides support, shelter and protection to any buildings on Morgan's Land at the date of this deed.

2. Right of Way

The right (until the same are adopted) to pass and repass at all times with or without vehicles over Redrow's Road and the Redrow Road Extension Land (if any) for residential purposes only (and for the avoidance of doubt this right shall not extend to the passing and repassing of construction vehicles during any construction including the construction of residential dwellings) SUBJECT TO payment of a fair proportion according to user of the costs incurred in cleaning, maintaining, repairing and renewing Redrow's Road and the Redrow Road Extension Land (if any) until they are adopted

3. Right of access

- 3.1 The right to enter onto Redrow's Road and the Redrow Road Extension Land to
 - 3.1.1 construct a road or roads to link Morgan's Land with Redrow's Road; and
 - 3.1.2 lay or construct under the Redrow Road Extension Land Service Media.
- 3.2 The right to enter onto Redrow's Road and the Redrow Road Extension Land to make connections to Service Media laid or constructed under or in the margins of Redrow's Road.
- 3.3 In the event that Redrow shall fail to comply with its obligations under Schedule 8 (but not otherwise) the right to enter upon such parts of Redrow's Land which do not comprise the site of a Dwelling to:
 - 3.3.1 construct Redrow's Road;
 - 3.3.2 lay or construct under or in the margins of Redrow's Road Service Media to serve Medway's Land; and
 - 3.3.3 lay or construct the surface water drain referred to in Schedule 8.
- 3.4 The right, until the same are adopted, to enter Redrow's Road and the Redrow Road Extension Land to inspect, clean, maintain, repair and renew Service Media serving Morgan's Land.
- 3.5 The right to enter upon such parts of Redrow's Land which do not comprise the site of a Dwelling to construct a boundary fence or similar boundary features along the boundary of Redrow's Land and Morgan's Land.

4. Services

- 4.1 The right to the free passage and running of Services through the Service Media laid on, under or through Redrow's Land SUBJECT TO payment of a fair proportion according to user of the costs incurred in inspecting, cleaning, maintaining, repairing and renewing Service Media used in common until they are adopted.
- 4.2 The right to connect to and then use for the dispersal of surface water (but only during such time that Morgan has entered into an appropriate licence or other agreement with Peel or such other owner of the River Medway to discharge surface water into the River Medway) from Morgan's Land to the Surface Water Drain (to be constructed on Redrow's Land in accordance with Redrow's obligations under Schedule 8) into the River Medway PROVIDED ALWAYS that Morgan shall be limited to disperse a maximum of 88 litres of surface water per second through the Surface Water Drain.

5. Scaffolding

- 5.1 The right to erect scaffolding on the such parts of Redrow's Land which do not comprise the site of a Dwelling and which have previously been approved by Redrow (approval not to be unreasonably withheld or delayed) and to enter those parts of Redrow's Land to do so (subject to such scaffolding being in place for as little time as reasonably possible, not being within 1 metre of buildings on Redrow's Land and Redrow being given reasonable written prior notice and Morgan making good and damage caused);

Part 2

Rights over Medway's Land

1. Right of support and protection

The right to support, shelter and protection from Medway's Land, including any buildings on it, to the extent that Medway's Land provides support, shelter and protection to any buildings on Morgan's Land at the date of this deed.

2. Right of Way

The right to pass and repass at all times with or without vehicles for all purposes connected with the use of Morgan's Land over Medway's Road SUBJECT TO payment of a fair proportion according to user of the costs incurred in cleaning, maintaining, repairing and renewing Medway's Road until it is adopted.

3. Right of access

3.1 The right to enter onto Medway's Land to

3.1.1 improve, enlarge or extend Medway's Road;

3.1.2 lay or construct under Medway's Road Service Media;

3.1.3 lay or construct on and through Medway's Land a surface water drain and outfall to allow surface water from Morgan's Land to discharge into the River Medway;

3.1.4 to construct a retaining bund of up to 3 metres in width along the boundary between Medway's Land and Morgan's Land of such a design as Morgan shall first notify in writing to Medway];

3.1.5 to lay or construct across that part of Medway's Land [shaded green] on the Plan a road to connect Morgan's Land with Redrow's Road.

3.2 The right to enter onto Medway's Land to make connections to Service Media laid or constructed on, under or through Medway's Land.

3.3 The right, until the same are adopted, to enter Medway's Land to inspect, clean, maintain, repair and renew Service Media serving Medway's Land.

3.4 The right to enter upon such parts of Medway's Land which do not comprise the site of a Dwelling to construct a boundary fence or similar boundary features along the boundary of Medway's Land and Morgan's Land.

4. Services

The right to the free passage and running of Services through the Service Media laid on, under or through Medway's Land SUBJECT TO payment of a fair proportion according to user of the costs incurred in inspecting, cleaning, maintaining, repairing and renewing Service Media used in common until they are adopted.

5. **Scaffolding**

- 5.1 The right to erect scaffolding on the such parts of Medway's Land which do not comprise the site of a Dwelling and which have previously been approved by Medway (approval not to be unreasonably withheld or delayed) and to enter those parts of Medway's Land to do so (subject to such scaffolding being in place for as little time as reasonably possible, not being within 1 metre of buildings on Medway's Land and Medway being given reasonable written prior notice and Morgan making good any damage caused);

SCHEDULE 7 REDROW'S RESTRICTIVE COVENANTS

Redrow shall not:

1. Damage

- 1.1 Do anything or allow anything to be done on Redrow's Land that might cause any damage to Morgan's Land or to Medway's Land, or to any property of the owners or occupiers of Morgan's Land or Medway's Land PROVIDED ALWAYS that the use of the Redrow Land for the construction of Dwellings and any uses ancillary thereto shall not constitute a breach of these covenants.

2. Interference

- 2.1 Do anything or allow anything to be done on Redrow's Land that obstructs, or interferes with, the exercise or use of Morgan's Rights or Medway's Rights over Redrow's Land.
- 2.2 Discharge into any Service Media that serves or may in the future serve Morgan's Land or Medway's Land anything that is or may be corrosive or contaminative or which might block or otherwise obstruct any Service Media.
- 2.3 Park vehicles on or otherwise obstruct Redrow's Road or Redrow's Road Extension Land and will ensure that occupiers of and visitors to Redrow's Land do not do so.

3. Development

Carry out any development of Redrow's Land which does not permit construction of Redrow's Road, the Foul Drain or the Surface Water Drain in accordance with Redrow's obligations under Schedule 8.

SCHEDULE 8 REDROW'S POSITIVE COVENANTS

Part 1

Covenants with Medway for the benefit of Medway's Land

Redrow shall:

1. Roads and Services

- 1.1 at its own expense build Redrow's Road to adoptable standards.
- 1.2 to complete Redrow's Road to base course level by the earlier of:
 - (a) practical completion of the 180th Dwelling on Redrow's Land; and
 - (b) 3 years from Commencement of development on the Redrow's Land. ("the First Stage Target Date")
- 1.3 lay the final wearing course and arrange for Redrow's Road to be adopted within 5 years after Commencement of the development on Redrow's Land ("the Adoption Date").
- 1.4 at its own expense construct under or within the margins of Redrow's Road Service Media sufficient to serve residential development of up to 420 dwellings on Morgan's Land and Medway's Land. The Service Media will be laid up to a point or points on the boundary between Redrow's Land and Morgan's Land as agreed by Medway (such agreement not to be unreasonably withheld or delayed).
- 1.5 at its own expense construct the Foul Drain to adoptable standards.
- 1.6 use reasonable endeavours to have Redrow's Road and the Foul Drain adopted as publicly maintained roads and sewers as soon as reasonably possible.

2. Damage

In the event of Redrow causing any damage to Medway's Land, or to any property of the owners or occupiers of Medway's Land, as soon as possible make good any damage caused to Medway's reasonable satisfaction and pay full compensation to Medway in respect of any damage caused that is not made good and any loss caused to Medway due to such damage.

Part 2

Covenants with Morgan for the benefit of Morgan's Land

Redrow shall:

1. Roads and Services

- 1.1 at its own expense build Redrow's Road to adoptable standards.
- 1.2 to complete Redrow's Road to base course level by the earlier of:
 - (a) practical completion (and for the purposes of this Schedule only practical completion shall occur upon the issue of a Buildmark cover note by the National House Building Council or a final certificate under Building Regulations) of the 180th Dwelling on Redrow's Land; and
 - (c) 3 years from Commencement of development on the Redrow's Land.
("the First Stage Target Date")
- 1.3 use reasonable and commercially sensible endeavours lay the final wearing course and arrange for Redrow's Road to be adopted within 5 years after Commencement of the development on Redrow's Land ("the Adoption Date").
- 1.4 at its own expense construct under or within the margins of Redrow's Road Service Media sufficient to serve residential development of up to 420 dwellings on Morgan's Land and Medway's Land. The Service Media will be laid up to a point or points on the boundary between Redrow's Land and Morgan's Land as agreed by Morgan (such agreement not to be unreasonably withheld or delayed).
- 1.5 at its own expense construct the Foul Drain to adoptable standards.
- 1.6 use reasonable endeavours to have Redrow's Road and the Foul Drain adopted as publicly maintained roads and sewers as soon as reasonably possible.
- 1.7 at its own expense lay or construct the Surface water Drain.
- 1.8 at its own expense construct the retaining bund referred to in paragraph 1 of Part 1 of Schedule 9 by the date upon which Redrow is obliged under paragraph 1.2 of this Part 2 of Schedule 8 to complete Redrow's Road to base course level.
- 1.9 to clean, maintain, repair and renew Redrow's Road, the Foul Drain and the Service Media which serve both Morgan's Land and Redrow's Land until they are adopted.

2. Damage

In the event of Redrow causing any damage to Morgan's Land, or to any property of the owners or occupiers of Morgan's Land, as soon as possible make good any damage caused to Morgan's reasonable satisfaction and pay full compensation to Morgan in respect of any damage caused that is not made good and any loss caused to Morgan due to such damage.

Justifiable Delay

In the event of the occurrence of any Justifiable Delay affecting the completion of the First Stage Target Date (as referenced in this Schedule 3) or the Adoption Date (as referenced in this Schedule 3) the First Stage Target Date and the Adoption Date shall be extended by such period as shall be reasonable in the circumstances as agreed between Redrow and Morgan and any dispute shall be referred on the application of either party for determination in accordance with clause 19.

SCHEDULE 9 REDROW'S RIGHTS

Part 1 – Rights over Morgan Land

1. Roads

The right to enter onto such part of Morgan's Land as lies within 6 metres of the boundary between Redrow's land and Morgan's land to construct a retaining bund of up to 3 metres in width along the boundary between Redrow's Land and Morgan's Land of such a design as Redrow shall first notify in writing to Morgan.

2. Right of Way

During the development of the Redrow Land the right to pass and repass on Business Days during the hours of 8.00 a.m. to 6.00 p.m. and on Saturdays during the hours of 8.00 a.m. to 1.00p.m. with construction vehicles for all purposes connected with the development of the Redrow Land over Morgan's Existing Road SUBJECT TO payment of a fair proportion according to user of the costs incurred in cleaning, maintaining, repairing and renewing Morgan's Existing Road PROVIDED THAT this right shall cease upon Commencement of residential development of Morgan's Land

3. Right of support and protection

The right to support, shelter and protection from Morgan's Land, including any buildings on it, to the extent that Morgan's Land provides support, shelter and protection to any buildings on Redrow's Land at the date of this deed.

3. Scaffolding

- 3.1 The right to erect scaffolding on the such parts of Morgan's Land which do not comprise the site of a Dwelling and and which have previously been approved by Morgan (approval not to be unreasonably withheld or delayed) and to enter those parts of Morgan's Land to do so (subject to such scaffolding being in place for as little time as reasonably possible, not being within 1 metre of buildings on Morgan's Land and Medway being given reasonable written prior notice and Redrow making good any damage caused);

4. Rights of Access

- 4.1 The right to enter upon such parts of Morgan's Land which do not comprise the site of a Dwelling or other building to construct a boundary fence or similar boundary features along the boundary of Redrow's Land and Morgan's Land.

Part 2 Rights over Medway Land

1. Roads

The right to enter onto such part of Medway's Land as lies within 6 metres of the boundary between Redrow's land and Medway's land to construct a retaining bund of up to 3 metres in width along the boundary between Redrow's Land and Medway's Land of such a design as Redrow shall first notify in writing to Medway.

2. Right of Way

During the development of Redrow's Land the right to pass and repass at all times with construction vehicles for all purposes connected with the development of the Redrow Land over Medway's Land.

3. Right of support and protection

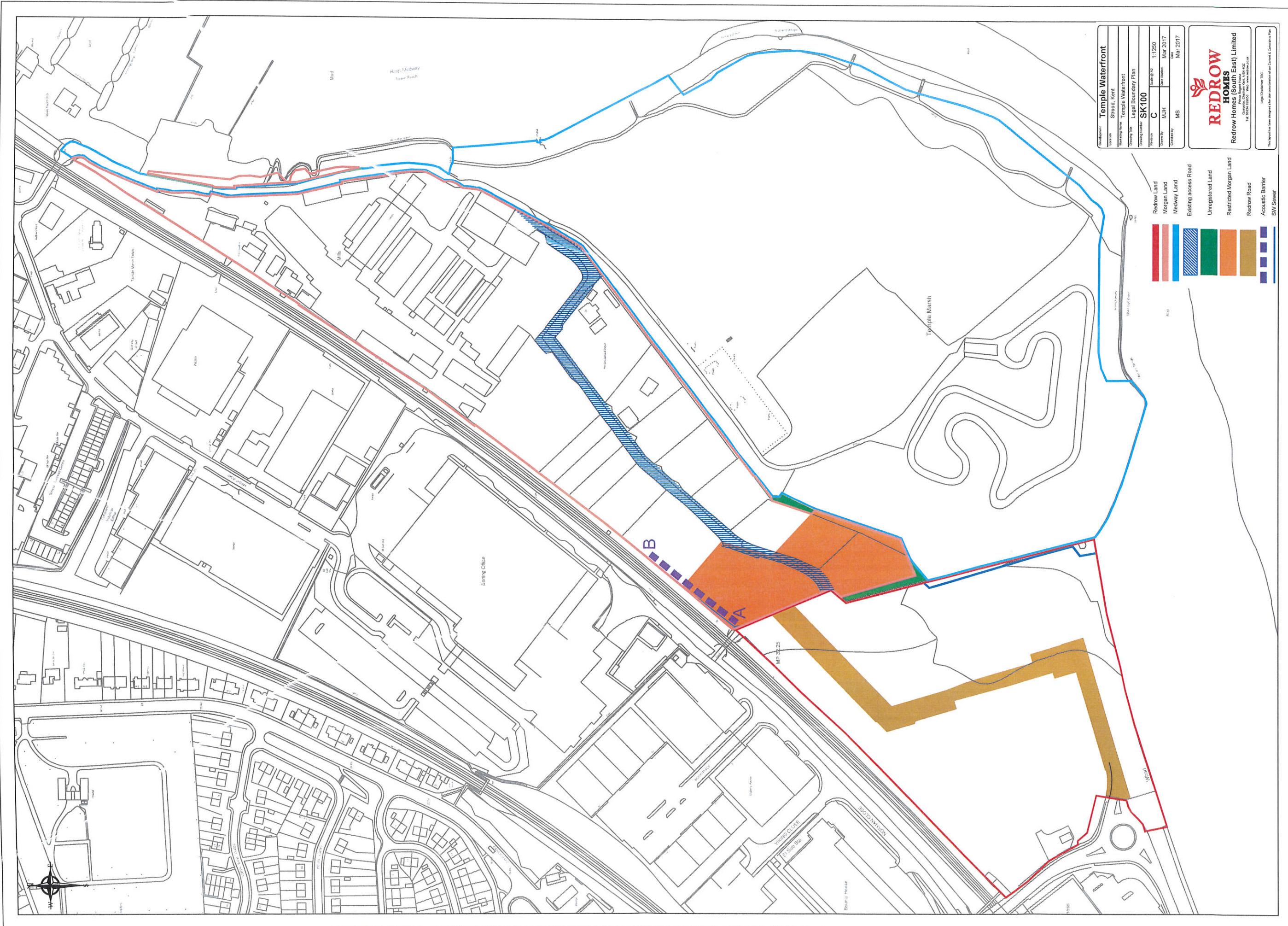
The right to support, shelter and protection from Medway's Land, including any buildings on it, to the extent that Medway's Land provides support, shelter and protection to any buildings on Redrow's Land at the date of this deed.

4. Scaffolding

- 4.1 The right to erect scaffolding on the such parts of the Medway Land which do not comprise the site of a Dwelling and which have previously been approved by Medway (approval not to be unreasonably withheld or delayed) and to enter those parts of Medway's Land to do so (subject to such scaffolding being in place for as little time as reasonably possible, not being within 1 metre of buildings on Medway's Land and Medway being given reasonable written prior notice and Redrow making good any damage caused);

5. Rights of Access

- 5.1 The right to enter upon such parts of Medway's Land which do not comprise the site of a Dwelling or other building to construct a boundary fence or similar boundary features along the boundary of Redrow's Land and Medway's Land



Dated

2017

NAME

- and -

NAME

- and -

NAME

MEDWAY DEED OF COVENANT

- relating to -

**Temple Waterfront
Knight Road
Strood
Rochester
Kent**

Ref: FGG/080345-0002

THIS DEED is made the day of 20[]

BETWEEN

- (1) [insert name of party who is the dispone under a Disposal] whose registered office is at [.....] ("the **Buyer**")
- (2) [insert names of the other two parties] whose registered office is at [] ("the **Owners**")
- (3) [insert name of the party who is the seller under a Disposal] whose registered office is at [] ("the **Seller**")

WHEREAS:-

- (1) By a Deed of Mutual Covenant and Grant dated the day of 2017 ("the Deed") made between (1) Morgan and Company (Strood) Limited ("Morgan") (2) Redrow Homes Limited ("Redrow") and (3) Medway Council ("Medway") Medway entered into various covenants and obligations with the other two parties to the Deed ("the **Obligations**") as set out in clause[] [and Schedule] of the Deed
- (2) The Deed provides that Medway shall not transfer the whole or part of its property without the Buyer entering into a deed of covenant to comply with the Obligations
- (3) The Buyer has by a transfer of even date herewith by the Seller to the Buyer taken a transfer of the [insert details of the land transferred] ("the **Land**") and has agreed to enter into this deed as hereinafter appears.
- (4) The Owners are the registered proprietors of [insert details of property owned by the Owners] and entitled to the benefit of the Obligations.

NOW THIS DEED WITNESSETH:-

1. The Buyer for itself and its successors in title to the Land HEREBY COVENANTS with the Owners:-
 - (a) to observe and perform Obligations; and
 - (b) not to transfer the Land or any part thereof without simultaneously requiring the relevant transferee to enter into a deed of covenant with the Owners in the form of this deed or such other form to be approved (such approval not to be unreasonably withheld or delayed)) to observe and perform the Obligations.
2. In consideration of the covenants by the Buyer contained in clause 1 the Owners hereby release the Seller from all ongoing liability under the Obligations in relation to the Land (but without prejudice to the Seller's ongoing liability for prior breaches if any).

IN WITNESS whereof the Buyer and the Owners have executed this Deed the day and year first before written

Add attestations for the Buyer and the Owners

Dated

2017

NAME

- and -

NAME

- and -

NAME

MORGAN DEED OF COVENANT

- relating to -

**Temple Waterfront
Knight Road
Strood
Rochester
Kent**

Ref: FGG/080345-0002

THIS DEED is made the day of 20[]

BETWEEN

- (1) [insert name of party who is the dispone under a Disposal] whose registered office is at [.....] ("the **Buyer**")
- (2) [insert names of the other two parties] whose registered office is at [] ("the **Owners**")
- (3) [insert name of the party who is the seller under a Disposal] whose registered office is at [] ("the **Seller**")

WHEREAS:-

- (1) By a Deed of Mutual Covenant and Grant dated the day of 2017 ("the Deed") made between (1) Morgan and Company (Stroud) Limited ("Morgan") (2) Redrow Homes Limited ("Redrow") and (3) Medway Council ("Medway") Morgan entered into various covenants and obligations with the other two parties to the Deed ("the Obligations") as set out in clause[] [and Schedule] of the Deed
- (2) The Deed provides that Morgan shall not transfer the whole or part of its property without the Buyer entering into a deed of covenant to comply with the Obligations
- (3) The Buyer has by a transfer of even date herewith by the Seller to the Buyer taken a transfer of the [insert details of the land transferred] ("the Land") and has agreed to enter into this deed as hereinafter appears.
- (4) The Owners are the registered proprietors of [insert details of property owned by the Owners] and entitled to the benefit of the Obligations.

NOW THIS DEED WITNESSETH:-

1. The Buyer for itself and its successors in title to the Land HEREBY COVENANTS with the Owners:-
 - (a) to observe and perform Obligations; and
 - (b) not to transfer the Land or any part thereof without simultaneously requiring the relevant transferee to enter into a deed of covenant with the Owners in the form of this deed or such other form to be approved (such approval not to be unreasonably withheld or delayed)) to observe and perform the Obligations.
2. In consideration of the covenants by the Buyer contained in clause 1 the Owners hereby release the Seller from all ongoing liability under the Obligations in relation to the Land (but without prejudice to the Seller's ongoing liability for prior breaches if any).

IN WITNESS whereof the Buyer and the Owners have executed this Deed the day and year first before written

Add attestations for the Buyer and the Owners

Dated

2017

NAME

- and -

NAME

- and -

NAME

REDROW DEED OF COVENANT

- relating to -

**Temple Waterfront
Knight Road
Strood
Rochester
Kent**

Ref: FGG/080345-0002

THIS DEED is made the day of 20[]

BETWEEN

- (1) [insert name of party who is the dispone under a Disposal] whose registered office is at [.....] ("the **Buyer**")
- (2) [insert names of the other two parties] whose registered office is at [] ("the **Owners**")
- (3) [insert name of the party who is the seller under a Disposal] whose registered office is at [] ("the **Seller**")

WHEREAS:-

- (1) By a Deed of Mutual Covenant and Grant dated the day of 2017 ("the Deed") made between (1) Morgan and Company (Strood) Limited ("Morgan") (2) Redrow Homes Limited ("Redrow") and (3) Medway Council ("Medway") Redrow entered into various covenants and obligations with the other two parties to the Deed ("the Obligations") as set out in clause[] [and Schedule] of the Deed
- (2) The Deed provides that Redrow shall not transfer the whole or part of its property without the Buyer entering into a deed of covenant to comply with the Obligations
- (3) The Buyer has by a transfer of even date herewith by the Seller to the Buyer taken a transfer of the [insert details of the land transferred] ("the Land") and has agreed to enter into this deed as hereinafter appears.
- (4) The Owners are the registered proprietors of [insert details of property owned by the Owners] and entitled to the benefit of the Obligations.

NOW THIS DEED WITNESSETH:-

1. The Buyer for itself and its successors in title to the Land HEREBY COVENANTS with the Owners:-
 - (a) to observe and perform Obligations; and
 - (b) not to transfer the Land or any part thereof without simultaneously requiring the relevant transferee to enter into a deed of covenant with the Owners in the form of this deed or such other form to be approved (such approval not to be unreasonably withheld or delayed)) to observe and perform the Obligations.
2. In consideration of the covenants by the Buyer contained in clause 1 the Owners hereby release the Seller from all ongoing liability under the Obligations in relation to the Land (but without prejudice to the Seller's ongoing liability for prior breaches if any).

IN WITNESS whereof the Buyer and the Owners have executed this Deed the day and year first before written

Add attestations for the Buyer and the Owners

SIGNED as a deed by
Morgan and Company (Strood)
Limited acting by a Director
in the presence of:

.....

Director

Witness'
Signature
Name (capital
letters)
Address
.....
.....
Occupation

SIGNED as a **DEED** by
as attorney for **REDROW HOMES**

LIMITED

in the presence of:

.....

As attorney for Redrow Homes
Limited

Signature of witness

.....
Name (in BLOCK CAPITALS)

Address:

SIGNED as a **DEED** by
as attorney for **REDROW HOMES**

LIMITED

in the presence of:

.....

As attorney for Redrow Homes
Limited

Signature of witness

.....
Name (in BLOCK CAPITALS)

Address:

EXECUTED as a
DEED by affixing the Common
Seal of MEDWAY COUNCIL
In the presence of:



.....


Authorised Signatory