

Appendix 1: Draft Section 106 Agreement

Appeal by MVV Environment Limited

Proposal: Demolition and Removal of existing structures and the erection of a Carbon Capture Retrofit Ready Energy from Waste Combined Heat and Power Facility with associated Combined Heat and Power Connection, Distribution Network Connection and Temporary Construction Compounds and associated buildings and ancillary car parking.

Site Address: Canford Resource Park, Arena Way, Magna Road, Wimborne, BH21 3BW.

LPA Reference: APP/23/00822/F.

PINS Reference: TBC.

Date: December 2025

PREPARED FOR



savills

Dated _____

- 1. W H WHITE LIMITED (the First Owner)**
- 2. CANFORD RENEWABLE ENERGY LIMITED (the Second Owner)**
- 3. BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL (the Third Owner)**
- 4. MVV ENVIRONMENT LIMITED (the Developer)**
- 5. BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL (the Council)**
- 6. CANFORD PARK SPORTS LIMITED (the Tenant)**

Agreement pursuant to Section 106 of the Town
and Country Planning Act 1990, Section 111 of
the Local Government Act 1972, and Section 2
of the Local Government Act 2000, relating to:

Land at Canford Energy from Waste Combined Heat and Power Facility, Arena
Way, Magna Rd, Wimborne, Dorset, BH21 3BW

Application Ref: APP/23/00822/F

This AGREEMENT is made the _____ day of _____

BETWEEN:

- 1) W H WHITE LIMITED** (company number 00957246) whose registered office is at Energy Site Control Centre, Arena Way, Wimborne, Dorset BH21 3BW (**WHW**); ("**the First Owner**");
- 2) CANFORD RENEWABLE ENERGY LIMITED** (company number 02890411) whose registered office is at Energy Site Control Centre, Arena Way, Wimborne, Dorset BH21 3BW (**CRE**); ("**the Second Owner**") ;
- 3) BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of Town Hall, Bourne Avenue, Bournemouth, BH2 6DY ("**the Third Owner**");
- 4) MVV ENVIRONMENT LIMITED** (company number 06709860) whose registered office is at 40 Creek Road, Plymouth, United Kingdom, PLS IFL ("**the Developer**");
- 5) BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of BCP Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY ("**the Council**"); and
- 6) CANFORD PARK SPORTS LIMITED** (company number 03805616) whose registered office is at Energy Site Control Centre, Off Magna Road, Wimborne, Dorset BH21 3BW (**CPSL**) ("**the Tenant**").

BACKGROUND

- A** The Council is the local planning authority for the purposes of Section 106 of the Act for the area within which the Site is situated.
- B** The First Owner is registered as the freehold owner with title absolute at HM Land Registry of that part of the Site under title numbers DT229760 and DT229761.
- C** The Second Owner is registered as the freehold owner with title absolute at HM Land Registry of that part of the Site under title number P36218.
- D** The Third Owner is registered as the freehold owner with title absolute at HM Land Registry of that part of the Site under title number DT312955.
- E** The Tenant has a leasehold interest in that part of the Site owned by the Third Owner.
- F** The Developer has a leasehold interest in that part of the Site owned by the First Owner and Second Owner.
- G** The Planning Application was made by the Developer to the Council to develop the Site.

- H The Council's Officer Report recommended conditional approval and subject to the prior completion of this Agreement.
- I In their Decision Notice, the Council refused full planning permission for the Application.
- J The Developer has indicated to the Council that it intends to appeal the Council's decision to refuse the Application. Therefore, the Developer seeks to complete this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following expressions shall apply:

"Act"	means the Town and Country Planning Act 1990 (as amended).
"Application"	means the application submitted by the Developer to the Council with reference number APP/23/00822/F on 17 March 2023 seeking planning permission for the Demolition and Removal of existing structures and the erection of a Carbon Capture Retrofit Ready Energy from Waste Combined Heat and Power Facility with associated Combined Heat and Power Connection, Distribution Network Connection and Temporary Construction Compounds and associated buildings and ancillary car parking, as amended to remove the Second Temporary Construction Compound.
"Biodiversity Enhancement Contribution"	means the sum of £10,000 (TEN THOUSAND POUNDS) (Index Linked) to be paid by the Developer to the Council for the management of land within the Dorset Heaths Special Protection Area (SPA), Special Area of Conservation (SAC) and Ramsar within the Council's administrative area.
Bridleway 118 Crossing Contribution	means the sum of £10,000 (TEN THOUSAND POUNDS) (Index Linked) to be paid by the Developer to the Council for improvements to the Bridleway 118 crossing at the entrance to the Canford Resource Park and associated works.
"Canford Heath SSSI"	refers to an area designated as a Site of Special Scientific Interest (SSSI), the parts of which that are relevant to this Agreement are identified on Plan 1.
"Commencement of Development"	<p>means the carrying out of a Material Operation as defined in Section 56(4) of the Act in respect of the Development but disregarding for the purposes of this Agreement and for no other purposes, the following operations:</p> <ul style="list-style-type: none"> a) site clearance and temporary marking out; b) site preparation; c) demolition work; d) archaeological investigations and evaluation; e) evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination; f) diversion and laying of services; g) erection of any temporary means of enclosure; h) temporary display of site notices or advertisements; i) structural or advanced planting; and j) creation of a site compound, <p>and the expressions "Commenced", "Commence",</p>

	"Commencing" and "Commences" shall be construed accordingly.
"Council's Officer Report"	means the case officer report on the Application, agenda item 5(a) presented to the Council's Western Planning Committee meeting on 12 June 2025.
"Decision Notice"	means the refusal notice of the Application for full planning permission, issued by the Council on 19 June 2025.
"Default Interest Rate"	means interest at the rate of 4% above the prevailing Bank of England base rate.
"Development"	means the development the subject of the Application for the Planning Permission.
"DNC compound"	means the area labelled "DNC compound" the location of which is indicated by an arrow on plan MVV 003 Rev 1 forming part of the Planning Permission.
"Ferndown Common SSSI"	refers to an area designated as a Site of Special Scientific Interest (SSSI), the parts of which that are relevant to this Agreement are identified on Plan 1.
"HSA extension"	means the Heathland Support Area extension on land within the Planning Permission and within the ownership of the First Owner and Second Owner indicated in green on plan MVV 003 Rev 1 and labelled "Land added to the HSA to compensate for the DNC compound" which is to be provided by the First Owner and Second Owner to become an extension to the existing Heathland Support Area adjacent to the west that exists further to a Planning Obligation Unilateral Undertaking dated 16 April 2018 under Section 106 of the Town and Country Planning Act 1990 further to planning permission APP/17/00007/P. The HSA extension is to be provided by the First Owner and the Second Owner with the objective of reducing public use of the nearby Dorset Heathland SSSI and to provide an opportunity for ecological enhancement.
"HSA Management Plan"	means a management plan to be provided by the Developer and approved by the Council (such approval not to be unreasonably withheld or delayed) relating to the HSA extension and which, taking account of the existing HSA Management Plan agreed further to a Planning Obligation Unilateral Undertaking dated 16 April 2018 under Section 106 of the Town and Country Planning Act 1990 further to planning permission APP/17/00007/P (relating to land immediately to the west of the HSA extension), shall provide measures to enhance the ecological value of the HSA extension and reduce public use of the adjoining Dorset Heathland SSSI and include details of the ongoing management and provision of the HSA extension and such plan to include full details of the compartment objectives,

	proposed maintenance regime, specification of infrastructure to be provided (gates, fences, bins, signage etc) and management strategy.
"Index Linked"	means increased by the percentage (if any) by which the Retail Price Index shall have increased between the date of its last publication immediately prior to the date of this Agreement and the date of its last publication prior to the date of payment.
"Initial Soil Acid Buffering Plan Contribution"	means the sum of £25,000 (TWENTY FIVE THOUSAND POUNDS) (Index linked) to be paid by the Developer to the Council.
"Legal Costs Sum"	means the Legal Costs of the Council necessarily and reasonably incurred in reviewing preparing or completing this Agreement.
"Material Operation"	means the carrying out of a material operation as defined in Section 56(4) of the Act in respect of the Development.
"Monitoring and Supportive Management Plan"	<p>means a plan to be submitted by the Developer to the Council setting out but not limited to:</p> <ol style="list-style-type: none"> 1. works to be funded by the Initial Soil Acid Buffering Plan Contribution to be undertaken in consultation with Natural England within two years of the Occupation of the Development for the purpose of improving acid buffering capacity of soils to include one or more or all of the following four listed items: <ul style="list-style-type: none"> ○ works to raise water levels within central parts of Canford Heath SSSI including ditch blocking and/or removal of pine woodland and/or scraping back eroded sand clogging wetland areas; ○ clearance of mature pine woodland from former wet heath or mire habitat in northern areas of Canford Heath SSSI to raise the water level; ○ clearance of areas of pine scrub and bracken within the north western areas of Canford Heath SSSI; and ○ humus layer stripping within the areas listed above for pine clearance, pine scrub and bracken clearance to reduce soil acidity from decomposition of pine and bracken foliage and to facilitate growth of lower plants. 2. 5 yearly soil monitoring at Canford Heath SSSI, Turbary and Kinson Commons SSSI, Ferndown Common SSSI and south-western sections of Parley Common SSSI of which results will be submitted to the Council and Natural England within 10 working days of request; 3. 5 yearly botanical surveys comprising lichen and bryophyte monitoring - to be carried out by the

	<p>Developer within Canford Heath SSSI, Turbary and Kinson Commons SSSI, Ferndown Common SSSI, and the parts of Parley Common SSSI that are relevant to this Agreement and identified on Plan 2;</p> <p>4. works to be funded by the Trickle Fund of £1,000 (ONE THOUSAND POUNDS) per annum (index linked) to be paid by the Developer to the Council for the lifetime of the Development or 25 years (whichever is longer) for the management of the areas of land. Management will include but is not limited to: appropriate levels of grazing, scrub/bracken clearance and prevention of recolonisation, public access management, ditch blocking to restore wetland and wet heath where appropriate, wildfire reduction measures and removal of acidified topsoil/liming where appropriate. The Council to keep record of management practices and made available to applicant if required;</p> <p>5. Botanical threshold – as detailed in the Shadow Habitats Regulations Assessment (from paragraph 5.42) bryophyte species with a low Ellenberg N value are most at risk from increases in acid deposition, and some lichen species can be described as nitrophytes or acidophytes. If a trend of declining low N value bryophyte species and/or acidophytes is identified, along with an increase in nitrophytes, action to be taken; and</p> <p>6. Soil monitoring – as detailed in the HRA (from paragraph 5.37) an Al/Ca ratio above 3 in dry heath habitat may indicate buffering limitations in the soil. If a trend of increasing Al/Ca ratios is identified, action to be taken.</p>
"Occupation" and "Occupied"	means occupation of the Development for the purposes permitted by the Planning Permission but not occupation for the purposes of construction, fitting out or decoration for marketing or display purposes or in connection with security operations and "Occupy" and "Occupied" shall be construed accordingly.
"Outline Biodiversity Net Gain Strategy"	means the document submitted with the Application titled Outline Biodiversity Net Gain Strategy, Revision 1 (June 2023).
"Owners"	means collectively the First Owner, Second Owner and Third Owner.
"Parley Common SSSI"	refers to an area designated as a Site of Special Scientific Interest (SSSI), the parts of which that are relevant to this Agreement are identified on Plan 2.

"Plan 1"	means the plan annexed to this Agreement showing the area subject to Planning Permission for the Development.
"Plan 2"	means the plan annexed to this Agreement showing the areas of Canford Heath SSSI, Turbary and Kinson Commons SSSI, Ferndown Common SSSI and south-western sections of Parley Common SSSI relevant to this Agreement.
"Plan 3"	means the plan annexed to this Agreement showing the land subject to the Rhododendron Survey Report.
"Planning Permission"	means the planning permission for the Development granted on the Developer's appeal against the Council's refusal of the Application.
"Retail Price Index"	means the United Kingdom fiscal annualised retail prices index as published by the Office for National Statistics (or by any government department or other body upon which duties to prepare such an index devolve) provided that in the event of the method used to compile such index or such index being abolished or for any reason whatsoever to apply such alternative as shall be set by the Council.
"Rhododendron Survey Report"	A survey of rhododendron within the area identified on Plan 3, to include a programme of rhododendron clearance and a 3-year aftercare programme.
"Site"	means the site the subject of the Application for Planning Permission known as Canford Energy from Waste Combined Heat and Power Facility.
"Travel Plan Monitoring Contribution"	means the sum of £6,800 (SIX THOUSAND EIGHT HUNDRED POUNDS) (Index linked) to be paid by the Developer to the Council.
"Trickle Fund"	means the sum of £1,000 (ONE THOUSAND POUNDS) per annum (Index Linked) to be paid by the Developer to the Council for the lifetime of the Development or 25 years (whichever is longer).
"Turbary and Kinson Commons SSSI "	refers to an area designated as a Site of Special Scientific Interest (SSSI), the parts of which that are relevant to this Agreement are identified on Plan 2.

2. STATUTORY AUTHORITIES

- 2.1. This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, and Section 2 of the Local Government Act 2000.
- 2.2. The obligations contained in Clause 4 and Schedules 1, 2, 4, 5,6, 7 and 8 of this Agreement are planning obligations for the purposes of Section 106 of

the Act and are enforceable by the Council.

- 2.3. Save where otherwise indicated and where possible pursuant to the relevant statutory provision the covenants in this Agreement shall be binding on the Owner and Developer together with their successors in title to the land stated to be bound.

3. CONDITIONALITY

- 3.1. The obligations contained in Clause 4 and Schedules 1, 2, 4, 5, 6, 7 and 8 of this Agreement will not have effect unless:

- 3.1.1. this Agreement has been duly executed and dated; and

- 3.1.2. the Planning Permission has been granted.

- 3.2. If the Planning Permission shall expire prior to the carrying out of a Material Operation or shall at any time be revoked or modified without agreement this Agreement shall forthwith determine and cease to have effect.

- 3.3. If the Planning Permission is quashed before the carrying out of a Material Operation then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of any Party against the other.

4. PLANNING OBLIGATIONS

- 4.1. The Developer accepts the restrictions and requirements in this Clause and:

- 4.1.1. will comply with the planning obligations set out herein and in Schedules 1, 2, 4, 5, 6, 7 and 8 of this Agreement; and

- 4.1.2. will serve a notice upon the Council's Head of Planning Service twenty eight (28) days in advance of Commencement of Development; and

- 4.1.3. confirm that no person other than the First Owner, the Second Owner, the Third Owner, the Tenant, the Developer and the Council holds an interest in this Site.

- 4.2. The Tenant undertakes not to obstruct any other party to this Agreement in the discharge of obligations stemming from it.

- 4.3. The Owners, Tenant and/or Developer agree with the Council to give the Council immediate written notice of any change in ownership of their interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

- 4.4. The Council covenants with the Owners, Tenant and Developer to comply with the obligation set out herein and in Schedule 3 of this Agreement.

5. ENFORCEABILITY

- 5.1. The Owners Tenant and Developer shall cease to have any obligation or liability under the terms of this Agreement in relation to the Site or any part thereof once they shall have parted with all their interests in the Site or the relevant part thereof but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 5.2. This Agreement shall not be binding on nor enforceable against:
 - 5.2.1. Any statutory undertaker which from time to time acquires any interest in any part(s) of the Site for or in furtherance of the provision of services or against any land upon or in which the service media, plant or apparatus of such undertake(s) is from time to time situated; and
 - 5.2.2. no person(s) excluded above under this shall be treated as a person deriving title from the Owners, Developer and/or their successors in title for the purposes of section 106(3) of the Act.

6. NOTICES

- 6.1. Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by first class pre-paid post. The addresses for service on the Owners, Tenant, Developer and the Council shall be those stated in this Agreement or such other address in England for service as the Owners, Tenant, Developer or Council may have previously notified in writing.
- 6.2. Each notice served in accordance with Sub-Clause 6.1 hereof shall be deemed to have been given or made and delivered if by delivery when left at the relevant address or if by letter forty eight (48) hours after posting.

7. GENERAL

- 7.1. The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 7.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 7.3. 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 interchangeable in that manner.
- 7.4. For the avoidance of doubt the provisions of this Agreement (other than those contained in this Sub-Clause) shall not have any effect until this document has been dated.
- 7.5. Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

- 7.6. Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 7.7. Any covenant in this Agreement by which the relevant Party is not to do an act shall be construed as if it were a covenant not to do or permit or suffer to be done such act.
- 7.8. Any covenant contained herein whereby the relevant Party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act.
- 7.9. Any approval, consent, direction, authority, agreement, certificate of action to be given by the Owners, Tenant, Council or Developer under this Agreement shall not be unreasonably withheld or delayed.
- 7.10. References to statutes by-laws regulations orders and delegated legislation shall include any statute by-law regulation order or delegated legislation re-enacting or made pursuant to the same.
- 7.11. References to the Owners, Tenant and Developer include references to their successors in title as owners of the Application Site or any part thereof and this Agreement shall bind such successors in title of the Application Site or any part thereof.
- 7.12. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement but this Agreement shall apply to any planning permission subsequently granted ("**Subsequent Permission**") under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission and the Subsequent Permission is automatically tied to the obligations set out in this Agreement.

8. OWNER'S CONSENT

- 8.1 The Owners in their capacity as the owner of titles DT229760 and DT229761, P36218 and DT31295 acknowledge and declare that this Agreement has been entered into with their consent and that the Site shall be bound by the obligations contained in this Agreement PROVIDED THAT the Owners shall otherwise have no liability under this Agreement unless they take possession of the Site or implement the Planning Permission in which case the Owners will be bound by the obligations contained in this Agreement to the extent they apply to the areas of their respective ownership.

9. LOCAL LAND CHARGES

- 9.1 This Agreement is a Local Land Charge and shall be registered as such by the

Council in the Local Land Charges Register provided that if the Planning Permission expires unimplemented, or is revoked, or if all obligations under this Agreement have been discharged then the registered charge shall be treated as having ceased to have effect under rule 8 of the Local Land Charges Rules 1977 or any statutory re-enactment thereof and the registration shall be cancelled.

10. DISPUTE PROVISIONS

- 10.1. In the event of any dispute or difference arising between the Owners, Tenant, the Developer and/or the Council to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Owners, Tenant, the Developer and/or the Council in the absence of manifest error and any costs shall be payable by the Owners, Tenant, the Developer and/or the Council to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Owners, the Developer and/or the Council in equal shares.
- 10.2. The provisions of this Clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Agreement and consequential and interim orders and relief.

11. JURISDICTION

- 11.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the Owner submits to the non-exclusive jurisdiction of the courts of England and Wales.

12. CONTRACTS (RIGHTS OF THIRD OWNER) ACT 1999

- 12.1 The Owners, Tenant, the Developer do not intend that the provisions of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Owner) Act 1999 by any person who is not party to this Agreement.

13. COSTS

- 13.1 On the completion of this Agreement the Developer shall pay to the Council the Legal Costs Sum.

14. WAIVER

- 14.1 No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. INTEREST ON LATE PAYMENT

- 15.1 If any sum or amount has not been paid to the Council by the date it is due, the Developer shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

16. SECTION 73 VARIATION

- 16.1. In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that the new planning permission is granted pursuant to section 73 of the Act;
- 16.1.1. the obligations in this Deed shall in addition to binding the Land in respect of the Planning Permission relate to and bind the Land in respect of any subsequent planning permission granted pursuant to section 73 of the Act; and
- 16.1.2. the definitions of Development Planning Application and Planning Permission shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder, and the development permitted by such subsequent planning permissions.
- 16.2. PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act.

SCHEDULE 1
DEVELOPERS OBLIGATIONS

MONITORING AND SUPPORTIVE MANAGEMENT PLAN

1. Prior to Commencement of the Development, the Developer shall submit the Monitoring and Supportive Management Plan to the Council for approval in writing.

SCHEDULE 2
FINANCIAL OBLIGATIONS

BIODIVERSITY ENHANCEMENT CONTRIBUTION

1. The Developer shall pay the Biodiversity Enhancement Contribution to the Council prior to Commencement of the Development.

TRICKLE FUND

2. The Developer shall pay the first instalment of the Trickle Fund to the Council prior to Commencement of the Development and thereafter annually for the lifetime of the Development (or 25 years) whichever is longer.

INITIAL SOIL ACID BUFFERING PLAN CONTRIBUTION

3. The Developer shall pay the Initial Soil Acid Buffering Contribution to the Council prior to the Occupation of the Development.

SCHEDULE 3
COVENANTS BY THE COUNCIL

BIODIVERSITY ENHANCEMENT CONTRIBUTION

1. The Council will pay the Biodiversity Enhancement Contribution into a separately identified section of the Council's combined accounts as soon as reasonably practicable.
2. The Council will not use any part of the Biodiversity Enhancement Contribution other than for the purposes for which it was paid (whether by the Council or another party).

TRICKLE FUND

3. The Council will pay the Trickle Fund into a separately identified section of the Council's combined accounts as soon as reasonably practicable.
4. The Council will not use any part of the Trickle Fund other than for the purposes for which it was paid (whether by the Council or another party).

SCHEDULE 4

DEVELOPER'S OBLIGATIONS

BIODIVERSITY NET GAIN

1. Occupation of the Development will not commence until a Biodiversity Net Gain Strategy to deliver a minimum 25% net gain has been submitted to the Council, in consultation with the relevant statutory nature conservation body.
2. The Biodiversity Net Gain Strategy must be substantially in accordance with the Outline Biodiversity Net Gain Strategy (July 2023) Appendix 8.6 of the Environmental Statement Chapter 8: Ecology and Nature Conservation.
3. Once the Biodiversity Net Gain Strategy has been approved by the Council, it must be implemented in accordance with its terms.

SCHEDULE 5
DEVELOPER'S OBLIGATIONS

RHODODENDRON CLEARANCE

1. Occupation of the Development will not commence until a Rhododendron Survey Report for the land identified green on Plan 3 has been undertaken and the results, including a programme of rhododendron clearance and a 3-year aftercare programme, have been submitted to the Council.
2. Once the Rhododendron Survey Report has been approved by the Council, it must be implemented in accordance with its terms.

SCHEDULE 6
DEVELOPER'S OBLIGATIONS

BRIDLEWAY 118 CROSSING CONTRIBUTIONS

1. The Developer shall pay the Bridleway 118 Crossing Contribution to the Council prior to the occupation of the Development.
2. The Council will not use any part of the Bridleway 118 Crossing Contribution other than for the purposes for which it was paid (whether by the Council or another party).

SCHEDULE 7

FIRST OWNER AND SECOND OWNER'S OBLIGATIONS

HEATHLAND SUPPORT AREA (HSA) EXTENSION

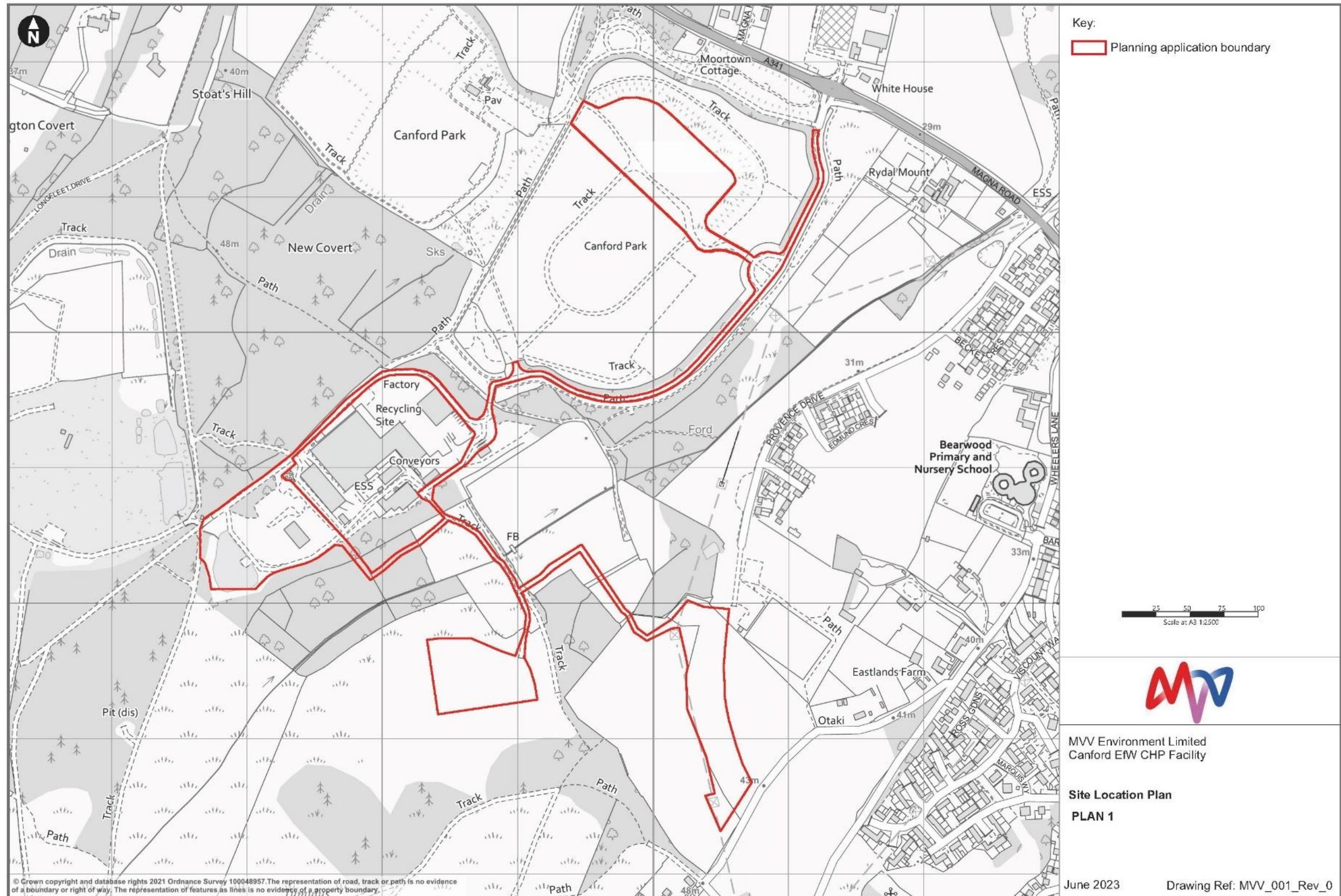
1. The First Owner and Second Owner shall provide the HSA extension to cover the area shown on Plan MVV 003 rev 1 and in accordance with the HSA extension Management Plan no later than the first anniversary of the date of Occupation of the DNC Compound forming part of the Development and thereafter to permit the public to walk over and along the HSA (but not to as to create a public right of way) provided that the First Owner and Second Owner may suspend use of all or part of the HSA extension at any time for the purpose of carrying out essential repairs to any footpath for a period or periods together not exceeding one month in any 12 month period unless with the prior agreement of the Council.
2. The First Owner and Second Owner shall submit the Revised HSA Management Plan to the Council for approval no later than the first anniversary of the date of the Occupation of the Development.

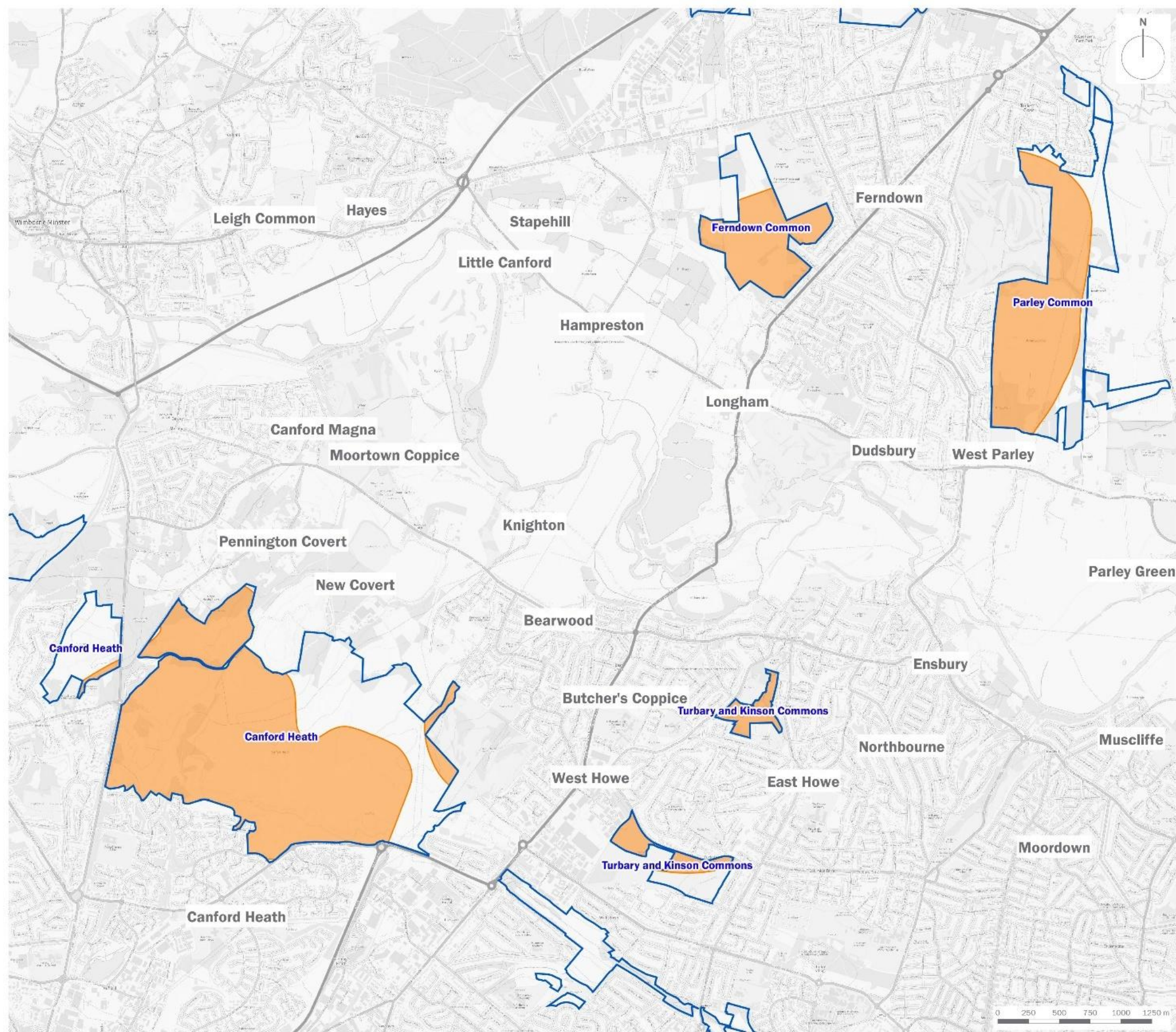
SCHEDULE 8
DEVELOPER'S OBLIGATIONS

TRAVEL PLAN MONITORING CONTRIBUTION


1. The Developer shall pay the Travel Plan Monitoring Contribution to the Council prior to the occupation of the Development.
2. The Council will not use any part of the Travel Plan Monitoring Contribution other than for the purposes for which it was paid (whether by the Council or another party).

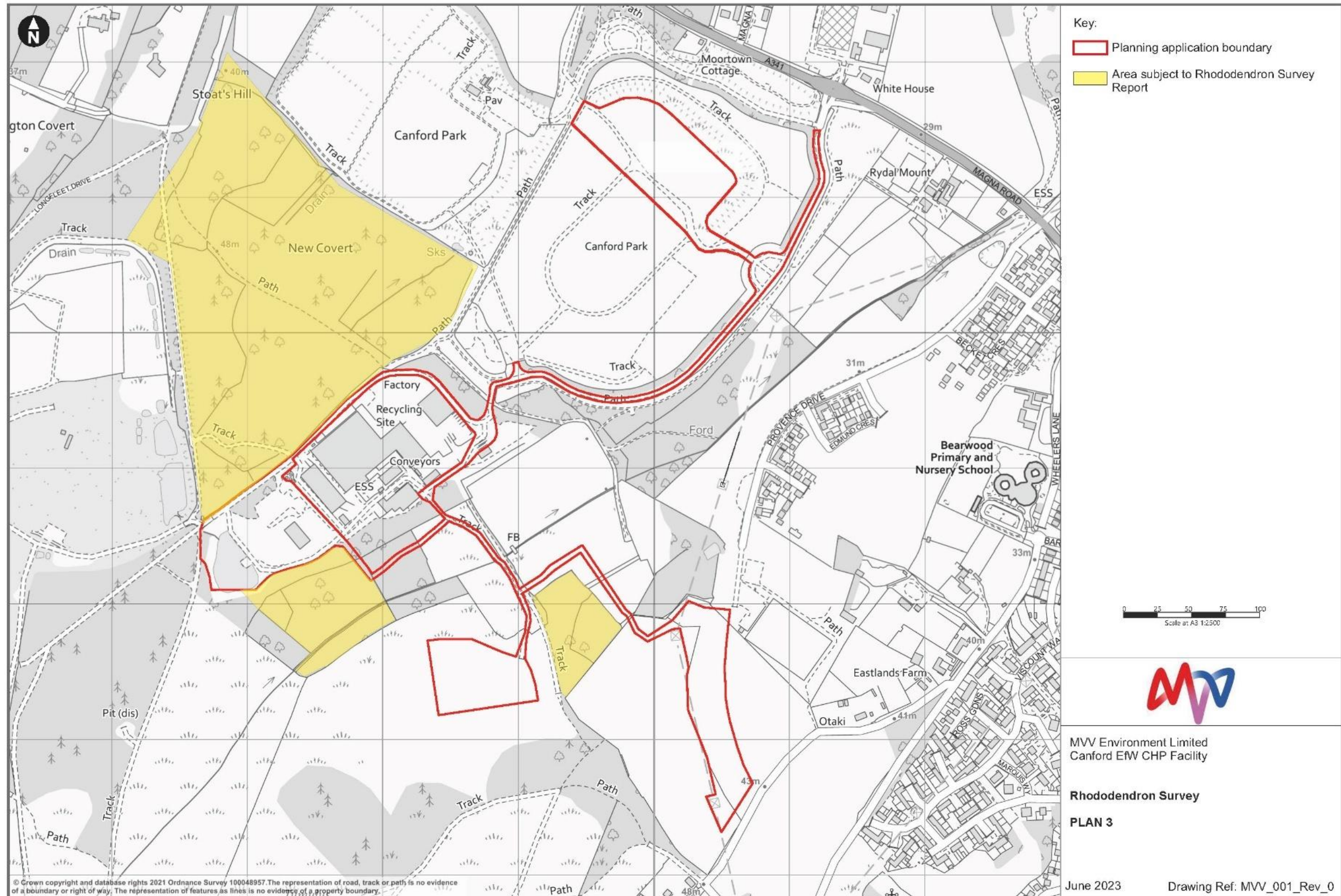
PLANS





PLAN 2

client	MWV Environment Limited		
project title	Canford EFW CHP Facility		
drawing title	Areas of Designated Site Relevant to S106 Agreement		
date	22 MARCH 2023	drawn by	VMS
drawing number	edp7095_d033	checked	GCr
scale	1:30,000 @ A3	QA	
 the environmental dimension partnership			
Registered office: 01285 740427 - www.edp-uk.co.uk - info@edp-uk.co.uk			



Executed as a Deed and delivered on the date appearing at the beginning of this Agreement for and on behalf of **MVV ENVIRONMENT LIMITED**

Director:

Director/Secretary:

In the presence of:

Signature of Witness:

Print name:

Address:

Executed as a Deed for and on behalf of **W H WHITE LIMITED**

Director:

Director/Secretary:

In the presence of:

Signature of Witness:

Print name:

Address:

Executed as a Deed for and on behalf of **CANFORD RENEWABLE ENERGY LIMITED**

Director:

Director/Secretary:

In the presence of:

Signature of Witness:

Print name:

Address:

Executed as a Deed for and on behalf of **CANFORD PARK SPORTS LIMITED**

Director:

Director/Secretary:

In the presence of:

Signature of Witness:

Print name:

Address:

**EXECUTED AS A DEED BY BOURNEMOUTH,
CHRISTCHURCH AND POOLE COUNCIL**

by affixing the common seal in the presence of:

Monitoring Officer/Deputy Monitoring Officer