

Surgery Site is achieved in which case the Owner and the Developer shall be deemed to have complied with the obligations of this clause and the Temporary Surgery or Shuttle Service shall cease to operate

11.1.4 Ensure that the Doctors' Surgery Site is adequately maintained in a clean and safe condition for the duration of the Marketing Period

11.1.5 For the avoidance of any doubt in the event that no reasonable offers are received within the Marketing Period and a sale or lease of the said sites is not achieved the Owner and the Developer shall be deemed to have complied with the obligations of clause 11 and shall be at liberty to dispose of or redevelop the said sites as they so desire

11.1.6 Enter into the County Agreement PROVIDED THAT where the contents of the said legal agreement with the County Council are altered with the County Council's consent that shall not constitute a breach of this Agreement.

12. COMMUNITY HALL BUILDING

12.1 The Owner and the Developer shall:

12.1.1 Agree the details of the Community Hall Building with the Council

12.1.2 Not to occupy or cause or permit the occupation of more than 301 Dwellings until such time as the Community Hall Building is completed or subject to the mutual agreement of the Council the Owner and the Developer a commuted sum of £355,000 is paid to the Council by the Developer to be used by the Council for alternative off-site community facilities in the vicinity of the Site