



**PROOF OF EVIDENCE
OF DAVID ADAMS
ASSISSTANT DIRECTOR EDUCATION (SOUTH KENT)
KENT COUNTY COUNCIL**

APPEAL BY

Pentland Homes Ltd/Malcolm Jarvis Homes Ltd

At Land at Pound Lane, Magpie Hall Road, Bond Lane and Ashford Road,
Kingsnorth, Ashford, Kent TN23 3BJ

PINS REF: APP/E2205/W/23/3320146

Local Planning Authority Reference: AS/15/00856

Date: 26 September 2023

PROPOSAL:

Outline application for a development comprising of up to 550 dwellings in a mix of size, type and tenure. Provision of local recycling facilities. Provision of areas of formal and informal open space. Installation of utilities, infrastructure to serve the development including flood attenuation, surface water attenuation, water supply, wastewater facilities, gas supply, electricity supply (including sub-station, telecommunications infrastructure and renewable energy). Transport infrastructure including highway improvements in the vicinity of Ashford Road/Magpie Hall Road/Steeds Lane, Pound Lane and Bond Lane, plus an internal network of roads and junctions, footpaths and cycle routes. New planting and landscaping both within the proposed development and on its boundaries as well as ecological enhancement works. Associated groundworks.

1. My name is David Adams and I am the Assistant Director of Education (South Kent) within the Children, Young People and Education for Kent County Council (“KCC”).

I hold a Bachelor of Arts (Hons) degree in Geography and a Diploma in Management Studies. I have worked in education policy and planning for twenty-five years and have been in the role currently titled Assistant Director Education (South Kent) for twenty of these years. I am responsible for school place planning in three districts of Kent, including Ashford Borough, to ensure that the County Council fulfils its statutory duties.

I have been the Authority’s lead officer for our pupil forecasts, and our annual statutory submission of the School Capacity Survey (SCAP) to the DfE.

I confirm that the evidence set out in this proof is true to the best of my knowledge. The opinions expressed are my own and are formed from professional judgement based on my knowledge and good practice.

Background

2. The County Council provided its Statement of Case to the Planning Inspectorate on 20 June 2023. Unfortunately, a clerical error in saving the excel document to pdf omitted the Primary Education Assessment from KCC’s submission. The June 2023 assessment is appended as Appendix 1 and was based on the then applicable Kent guidance on s.106 contributions to education. It shows no spare spaces in the relevant planning area (Ashford East Planning Group) and therefore, based on it, this site would be required to contribute the full cost of spaces and land for 154 primary aged pupils. This would need to be at a new primary school as there is no realistic expansion capacity within the Planning Group. The new primary school is most likely to be located within the Ashford Local Plan 2030 allocation of Court Lodge S3. The June assessment was based on a generic assessment of child yield of 0.28 pupils per house and 0.07 pupils per flat. The Appellant’s Statement of Case made no criticism of the education contribution required, nor did Ashford Borough Council’s Committee Report of 5 July 2023.
3. On 24 August 2023, the Appellant’s Education Consultant (Ben Hunter) met with KCC to discuss Primary and Secondary education provision in the Ashford Borough. Mr Hunter conveyed his opinion that there was surplus primary capacity if one combined the Ashford South and Ashford East planning areas. However, it was not until 12 September, following a request made by the County Council, that KCC received any explanation of the Appellant’s case – in the draft education proof of evidence setting out its new case on education contributions.

4. Much of the Appellant's analysis appears to be inconsistent with the methodology for assessing school places under Government and KCC guidance. In particular, the analysis strays away from utilizing a single primary school planning group. It also looks at existing capacity in individual schools rather than the overall position over the whole planning area. KCC's approach is to use single primary planning groups¹, which is accepted methodology in Department for Education guidance² (DfE) and underpins their capital allocation process. Our planning groups have been determined following detailed analysis of the flows of pupils within the communities of Kent. This analysis has been scrutinised by the DfE, which has accepted that our planning groups are appropriate building blocks for school place planning and meet the requirements of their guidance. We have had regard to the locations of children attending schools in the planning groups, geographical features which support or inhibit these flows, and geographical sizes. The use of these groups underpins the DfE's capital assessment of our future needs, and more fundamentally, underpins our assessments of the need for developer contributions. The neighbouring planning group of Ashford South is itself subject to significant development. The assessments of need in that area have been conducted solely on that planning group. Further, it is clear from the Ashford Local Plan 2030 policy, that the wider development of Court Lodge (S3), of which this application is a part, is intended to be self-sustaining, instead the development is linked to and with the communities of Ashford East.

5. Since submitting its Appeal Statement in June 2023, KCC has adopted an update to its [Guide](#) on development contributions (20 July 2023). KCC's education capacity assessments are now based upon "existing cohorts, the pre-school aged population, historic migration patterns and the pupil product of developments already granted planning consent in the area."³ It does not take account of planning applications or allocations in the planning area and spare spaces are not deemed to be committed until a planning permission has been granted. This changed approach is currently under further review in order to ensure it is the appropriate approach. However, as things stand at the date of this proof it means that **an education assessment must be carried out immediately prior to the granting of permission** (rather than at the time the planning application is made, or a resolution to grant made), to ensure that **other planning permissions at that date are taken into account and so the**

¹ Now set out in Section 2 of Technical Appendix 6: Education – Primary and Secondary Education to KCC's Developer Contributions Guide

² Department for Education 'Local Authority Pupil Planning Areas – Guide for Local Authorities' September 2021

³ Technical Appendix 6, Paragraph 2.3 of KCC's Developer Contributions Guide 2023

number of spare, uncommitted education spaces and thus the required contribution is accurate at the point permission is granted.

6. If but only if the generic yield of 0.28 primary pupils per house were to be used, the result of the application of this new approach for the appeal site can be seen in Appendix 2 (although it is an understatement of the current need for reasons which are addressed below).
7. In accordance with DfE guidance⁴ Appendix 2 has “committed” the unoccupied capacity that a developer has paid for to mitigate their development with permission. This can be seen in respect of the new Finberry Primary School.
8. On the generic yield and without any of the other necessary adjustments shown in the footnotes to Appendix 2, it shows a deficit of places with a need for 125 places to be mitigated at the beginning of the assessment period. This reduces to 19 places at 2026/7, before going into a surplus.
9. The use of the generic yield figure however, is not appropriate. KCC’s Guide allows for site specific pupil yields to be worked up for large-scale, strategic developments and garden communities⁵, of which this development is both. Evidence available to KCC now shows that large new housing estates in Ashford specifically have much higher yields than developments generally. KCC’s analysis showed a pupil yield of 0.34 in the Repton Park development in 2017, in 2020 it found new houses in Ashford (between 2014-19) had a PPR of 0.33. The DfE’s recent pupil product ratio data shows a 0.363 ratio from housing in the borough (2020-21) and 0.377 county-wide. The nearby development of Park Farm had a pupil yield of 0.35 across the development (houses). It is, therefore, considered appropriate to adopt a child yield here of 0.363 per house which means the correct yield here is 200 primary aged pupils. That needs to be applied across the assessment: (1) the future yields from committed development which has not yet been built out should be calculated on the basis of 0.363; and (2) the number of spaces committed for the remaining Finberry development should also be so calculated. Point (1) has not yet been carried through in appendix 3 attached but this will be updated as soon as possible, however Appendix 3 highlights that for Finberry alone, this under “mitigation” will be 80 on the housing numbers included in the forecasts.

⁴ Department for Education ‘Securing developer contributions for education’ August 2023 – paragraph 66 “If a new school opens in a single phase below its full capacity while it awaits pupils moving to the development, this does not represent an available surplus for other developments assessing their own impact and mitigation..”

⁵ Paragraph 3.3.4 of Kent Developer Contributions Guide 2023

10. Adopting the correct yield leads to the position in Appendix 3, meaning that with the correct (higher) pupil yield, the requirement from this site would be 237 places at the peak in 2024-25. However, in the following years the deficit progressively reduces, but increases again at the end of the forecast period to a deficit of 99 places.
11. The position **as of now** is that KCC acknowledges that this application would not be required to mitigate for the total number of pupils (200) created by this development. Whilst there is a demonstratable deficit of 158 places at 2025/26, it is not expected that full pupil yield will have been produced at that point to warrant contributions of this level. There is, however, a deficit showing at the end of the assessment period which requires mitigation for 99 pupils in the form of build and land contributions.
12. The text in bold, set out in paragraph 5 however, is important. There are currently multiple sites awaiting permission – all of which have at least as good a claim to the spare spaces as this application. Details of these are included in Appendix 3 under the section “Expected pupil product from new developments within the following applications.” This indicates a further demand of 444 pupils when the 0.363 PPR is applied. Should any of these be granted planning permission before the decision on this appeal, the resultant effect would be reduced or no spare capacity being available for the appellant, giving rise to an increased need for contributions from this application. If any other site in the planning group is granted permission before this application, KCC will reassess and provide the Planning Inspector with this new assessment.

Contributions Sought

Build Contributions

13. KCC is seeking a proportionate, new build contribution⁶ to enable the provision of places within a new 2 Form of Entry (FE) (420 places) primary school. Contributions will be sought as per Table 1:

Table 1 – Primary Education New Build Contribution

Per Pupil	Per House (Per Pupil Rate x Pupil Yield Per House)	Per Flat (Per Pupil Rate x Pupil Yield Per Flat)
£25,290.00	£7,081.20*	£1,770.30*

⁶ Section 4 of Technical Appendix 6: Education – Primary and Secondary Education to KCC’s Developer Contributions Guide.

*to be indexed from Q1 2022 using BCIS All-In Tender Price Index.

These are KCC's Guide rates. Ashford Borough Council has wrongly refused to use the correct up to date figures for reasons which are not understood. KCC's build rates have been benchmarked by Aecom, with Q1 2022 cost comparisons showing that KCC's rate sits between the Department for Education's (DfE) Local Authority School Places Scorecards and the Education Building and Development Officers Group (EBDOG) UK Average⁷ (Table 2).

Table 2	Build rates per pupil place		
	KCC Q1 2022 Guide Rates rebased to Q1 2023	DfE Local Authority School Places Scorecards England Average rebased to Q1 2023 (adjusted for South-East)	EBDOG UK Average rebased to Q1 2023 (adjusted for South-East)
Location Factor for South-East = 113 as published by BCIS (updated 10 March 2023)			
Primary New Build	£27,464.00	£26,455.80	£30,094.25

Land Contributions

14. The County Council would also be seeking a proportionate land contribution⁸ towards the provision of a new school site. The Ashford Local Plan 2030 Policy S3 covers the adjoining site of Court Lodge (Planning Reference AS/18/01822). This provides for an indicative capacity of 950 dwellings and incorporates provision of a new 2FE primary school. Paragraph 3.40 of the Local Plan states "This will also need to include land for the provision of a new 2FE primary school to serve the local area, which the developer will be expected to fund in part,....". Whilst the County Council seeks provision of school sites at 'nil consideration', this is not yet guaranteed at that site. It cannot, at this stage, be assumed that the 2FE school site will be provided free to KCC. Consequently, it is in accordance with DfE guidance⁹ and is CIL compliant for KCC to seek proportionate land contributions from the applicant to compensate the developer of Court Lodge for the part of the 2FE primary school site not required to mitigate their development.

15. The Ashford Local Plan 2030 is silent about land values for school sites. Whilst the allocation of a 2FE school site within Policy S3 for educational use should

⁷ 'Local authority school places scorecards: academic year 2020/21' and the Educational Building and Development Officers Group (EBDOG) National Benchmarking Study 2021/22

⁸ In accordance with Paragraph 4.2.4 of Technical Appendix 6: Education – Primary and Secondary Education to KCC's Developer Contributions Guide.

⁹ Paragraph 55 of the DfE's Securing Developer Contributions for Education

value the land as such (rather than residential) KCC cannot currently assume this will be the case; the land has not been secured within a s.106 Agreement and KCC is not the planning authority in this case. Accordingly, the County Council is seeking school land contributions from the appellant, based on residential land values (Table 3).

Table 3 – Primary Education Land Contribution

Per Pupil	Per House (Per Pupil Rate x Pupil Yield Per House)	Per Flat (Per Pupil Rate x Pupil Yield Per Flat)
£9,682.14	£2,711.00**	£677.75**

**to be indexed from Q1 2022 using BCIS General Build Index

16. Residential value is obviously a worst-case scenario. In the likely event that the land is secured for less than that or at a notional cost less than that, the s.106 Agreement should include provision for repayment. We have proposed the incorporation of clauses obliging the County Council to refund any school land contribution not required, either because the land is not acquired, or the cost is lower. Our approach has been agreed previously with another primary school site of 2.05ha allocated under the Ashford Local Plan 2030 at Conningbrook Park (CA/19/00025). Within the s.106 for Conningbrook, a proportionate land contribution has been agreed with the developer regarding recompense for land provided which is in excess of that required by Conningbrook for primary education provision. KCC is obligated to use Reasonable Endeavours to seek land contributions from other developers of £410.00 per house and £102.00 per flat (plus indexation from October 2016). The agreed rate was based on alternative use value (i.e., education) plus a premium, plus the cost of servicing, providing highways access and raising the land out of the flood plain. The s.106 from Conningbrook is attached (Appendix 4).
17. In its decision to request rates for new build and land contributions, as opposed to expansion rates, KCC assessed the expansion potential of schools within the Ashford East Planning Group and has concluded that none were viable. Their status, sizes, site sizes and comments in respect of expansion potential are included in Table 4 below.

Table 4 – Ashford East Planning Group

School Name	Status	Walking distance to site (miles)	School Size (FE) ¹⁰	Site Size (Ha)	Comments
Kingsnorth CE Primary School	Academy	0.3	2FE	0.93	The site is significantly under size for the size of school. It is owned by The Minister and Churchwardens of the Parish of Kingsnorth (as trustees of the school). The school has a license to use the playing field which are owned by the Parish Council. Expansion is not feasible, nor within KCC's control.
Furley Park Primary School	Academy	1.2	3FE	2.64	By virtue of the s.106 which provided the site, one of the school's two playing pitches is available for public use, thereby restricting expansion potential. Expansion is not feasible, nor is it within KCC's control
Finberry Primary Academy	Academy	1.8	2FE	2.05	A 2FE school and 26 place nursery is situated on this site. There is insufficient land to expand this to 3FE
East Stour Primary School	Academy	2.1	2FE	2.14	2FE school and 26 place nursery on a 2FE site. The irregular shape of this site restricts its ability to expand.
Willesborough infant School	Foundation	2.9	4FE infant	1.23	These schools are co-located. In terms of forms of entry, these are the largest primary aged provisions in the Borough. Expansion is neither feasible nor desirable.
Willesborough Junior School	Foundation	3.0	4FE junior	2.19	
Mersham Primary School	Foundation	4.3	1FE	1.67	The school's playing fields are leased from the Channel Tunnel Rail Company. Expansion is not feasible.

¹⁰ Form of Entry (FE) – 1FE is the equivalent of 210 places from Reception to Year 6.

18. Similar points apply for all existing schools; over the years as Ashford Town has grown, the schools have been expanded to their maximum. It would be detrimental to any of these schools and their communities to impose an expansion to meet the needs of the applicant's development. Additionally, it cannot be assumed that even if the sites were capable of being expanded, that other material planning considerations, such as traffic mitigation could be achieved or delivered at a lower cost than a new school local to the applicant's development. It should also be noted that the County Council's powers to require any school to expand are far reduced in the current education climate. Four of the above seven schools are academies, over which the County Council has no statutory powers; the remaining three are foundation schools meaning the County Council does not own their buildings or land and the schools' governing bodies have the right of appeal to the Schools Adjudicator should the County Council take forward expansion proposals without their support.

Conclusion

19. Based on the new Guide and a correct yield of 0.363 primary age children per unit (but without fully accounting for up-to-date information on pupil yields in the forecast rolls table which would result in a higher shortfall) there is a need for the development to fund 99 primary places (and equivalent land contributions) as things stand today. The shortfall will increase if other developments secure permission in advance of any permission here because of the way the current Guide works. The Council will update the forecast rolls table in the light of the 0.363 as soon as possible. It will also update the Inspector on any grants of permission in the planning group area which increases shortfall up to the point when any decision on this appeal is made. The s.106 will need to be granted so that it requires primary contributions to be based on such shortfall figure as the Inspector includes in his decision letter.
20. It is KCC's view that the land costs sought are justified and that up-to-date dwelling rates have been properly applied. We have reviewed the criticisms of KCC's approach, and the alternative methodology used by the applicant and have concluded that this is wrong in principle. KCC's use of a single planning area for assessing capacity is correct.
21. This case has highlighted issues with the use of the planning permissions only as the basis for committed capacity and the Guide is subsequently being reviewed. If this review completes before the inquiry, the consequences for this appeal will be addressed in an update to this evidence.

Appendix 1 - Proof of Evidence - KCC developer contribution assessment for Primary Education

District:	Ashford	1-bed:	0
Site:	Land at Pound Lane, Magpie Hill Road, Bond Lane and, Ashford Road, Kingsnorth, Kent	Houses:	550
Plan ref:	AS/15/00856	Flats:	0
Date:	16/06/2023	Total units:	550

Current and forecast pupils on roll for schools within

Ashford East planning group

DFE no.	School	2021-22 (A)	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)
2272	East Stour Primary School	386	392	380	380	378	366	366	359	351	353	348
2061	Finberry Primary School	265	300	311	333	348	365	358	344	337	339	335
2686	Furley Park Primary Academy	561	557	514	488	459	433	419	421	413	417	413
3140	Kingsnorth CE Primary School	418	421	425	428	421	415	409	403	395	398	394
2285	Mersham Primary School	177	177	175	172	169	161	160	159	156	157	155
2276	Willesborough Infant School	354	344	352	359	337	338	322	325	327	330	333
5226	Willesborough Junior School	490	508	488	493	517	503	505	494	473	474	459
Current and forecast pupils on roll (excluding the expected pupil product from new developments)		2,651	2,699	2,645	2,652	2,628	2,581	2,541	2,505	2,452	2,468	2,437
Required capacity to maintain 2% surplus capacity		2,705	2,754	2,699	2,706	2,682	2,634	2,593	2,557	2,502	2,518	2,487

Current and forecast capacity for schools within

Ashford East planning group

DFE no.	School	2021-22 (A)	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)
2272	East Stour Primary School	420	420	420	420	420	420	420	420	420	420	420
2061	Finberry Primary School	270	300	330	360	390	420	420	420	420	420	420
2686	Furley Park Primary Academy	630	630	630	630	630	630	630	630	630	630	630
3140	Kingsnorth CE Primary School	420	420	420	420	420	420	420	420	420	420	420
2285	Mersham Primary School	210	210	210	210	210	210	210	210	210	210	210
2276	Willesborough Infant School	360	360	360	360	360	360	360	360	360	360	360
5226	Willesborough Junior School	510	510	480	480	480	480	480	480	480	480	480
Current and forecast capacity (1)		2,820	2,850	2,850	2,880	2,910	2,940	2,940	2,940	2,940	2,940	2,940

(1) Including expansion projects at **existing schools** that have successfully passed through statutory processes but may not yet be complete

Expected pupil product from new developments within

Ashford East planning group

Planning reference	Development	Houses	Flats	Primary product
AS/22/02851	Land East of Ashford Road Kingsnorth	15	0	4
AS/22/02057	Briars Church Hill Kingsnorth Ashford TN23 3EG	11	0	3
AS/22/00249	Henwood Car Park, Henwood, Ashford, Kent	0	14	1
AS/22/00131	Mineral Depot, Conningbrook, Willesborough Road, Kennington, Ashford, Kent, TN24 9QP	127	18	37
AS/21/00750	55 Mabledon Avenue, Ashford, Kent, TN24 8BN	12	8	4
AS/19/01701	Land east of Ham Street By-Pass and south west of, Brockmans Lane, Bilsington	100	0	28
AS/19/01476	Newtown Railway Works, Newtown Road, Ashford, Kent, TN24 0PN (S106)	0	187	0
AS/19/01232	Land south-west of junction of, Bullfinch Avenue, Finberry, Sevington, Ashford	0	38	3
AS/18/01822	Land at Court Lodge, Pound Lane, Kingsnorth	930	30	263
New developments within the planning area		1,195	295	342
This development		550	0	154

Assessment summary

Detail	2021-22 (A)	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)
Surplus / (deficit) capacity (excluding the expected pupil product from new developments)	115	96	151	174	228	306	347	383	438	422	453
Expected pupil product from new developments	342	342	342	342	342	342	342	342	342	342	342
Surplus / (deficit) capacity including the expected pupil product from new developments	-227	-246	-191	-168	-114	-36	5	41	96	80	111
Expected pupil product from this development	154	154	154	154	154	154	154	154	154	154	154
Surplus / (deficit) capacity including the expected pupil product from new developments and this development	-381	-400	-345	-322	-268	-190	-149	-113	-58	-74	-43
Expected pupil product from this development that on current plans for school provision cannot be accommodated	154	154	154	154	154	154	149	113	58	74	43

Background notes:

Pupil forecasts 2022 employed from September 2022. Incorporating roll data from Schools Census Autumn 2021. Data from the Health Authority includes pre-school children born up to 31st August 2021. Forecasts use trend data over the previous three years.

Expected pupil product from new developments within the planning area

Where a section 106 agreement has been secured for a development that includes education contributions (indicated by code S106 in brackets), the expected pupil product from that development has been shown as zero. This indicates that the pupil product need arising from the development has been mitigated by the developer.

Appendix 2 - Proof of Evidence - KCC developer contribution assessment for Primary Education

District:	Ashford	Non-applicable units:	0
Site:	Land at Pound Lane, Magpie Hall Road, Bond Lane and, Ashford Road, Kingsnorth, Kent	Houses:	550
Plan ref:	AS/15/00856	Flats:	0
Date:	14/09/2023	Total units:	550

Current and forecast pupils on roll for schools within

Ashford East planning group*

DfE no.	School	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)	2032-33 (F)
2272	East Stour Primary School	392	385	386	384	376	372	361	363	367	366	372
2061	Finberry Primary School	300	330	369	395	425	424	420	418	424	423	431
2686	Furley Park Primary Academy	557	537	518	486	462	453	446	441	445	444	451
3140	Kingsnorth CE Primary School	421	425	437	434	432	431	430	428	434	433	440
2285	Mersham Primary School	177	170	165	160	151	145	142	144	146	146	148
2276	Willesborough Infant School	344	332	333	328	338	334	346	348	351	354	356
5236	Willesborough Junior School	508	496	513	511	503	501	481	485	496	492	506
Current and forecast pupils on roll (excluding the expected pupil product from new developments)		2,699	2,674	2,723	2,700	2,686	2,660	2,626	2,626	2,662	2,658	2,704
Required capacity to maintain 2% surplus capacity		2,941	2,729	2,778	2,755	2,741	2,714	2,679	2,680	2,717	2,712	2,759

* The data in this table is based on the generic pupil yield per house of 0.28. Based on the latest Government statistics we know that that is an underestimate because it does not take into account the much high (0.36) yield from new large estates in Ashford. The required uplift is currently being worked out.

Current and forecast capacity for schools within

Ashford East planning group*

DfE no.	School	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)	2032-33 (F)
2272	East Stour Primary School	420	420	420	420	420	420	420	420	420	420	420
2061	Finberry Primary School	330	360	390	420	420	420	420	420	420	420	420
2686	Furley Park Primary Academy	630	630	630	630	630	630	630	630	630	630	630
3140	Kingsnorth CE Primary School	420	420	420	420	420	420	420	420	420	420	420
2285	Mersham Primary School	210	210	210	210	210	210	210	210	210	210	210
2276	Willesborough Infant School	360	360	360	360	360	360	360	360	360	360	360
5236	Willesborough Junior School	510	480	480	480	480	480	480	480	480	480	480
Current and forecast capacity (1)		2,880	2,880	2,910	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940
Expected pupil yield from the Finberry development and other developments contributing towards the new school (2)		240	257	287	330	356	381	393	405	417	420	420
Places funded by developers and not yet occupied by pupils from their developments (not available to other developments) (3)		90	103	103	90	64	39	27	15	3	0	0
Current and forecast capacity available to future developments		2,790	2,777	2,807	2,850	2,876	2,901	2,913	2,925	2,937	2,940	2,940

(1) Including expansion projects at existing schools that have successfully passed through statutory processes but may not yet be complete.

(2) As at October 2022 there were 240 primary pupils resident on the Finberry development and given the expected phasing of housing still to be built (that has contributed towards the costs of building the new school) at least 420 primary school places - the full capacity of the new school - will be required by the end of the forecasting period. If the 0.36 yield was used the figure would be significantly higher such that there would be inadequate places there and about 15 more children to be added to the forecast requirements.

(3) These places have been funded by developers to mitigate the impact of homes that remain to be built. They are not therefore available to other developments - they are not surplus places.

Expected pupil product from other developments in the area

Ashford East planning group*

Planning reference	Development	Houses	Flats	Primary product
	New developments within the planning area	0	0	0
	This development	550	0	154

* This is looking at new planning permissions in the Planning Group Area since 2021 only.

Assessment summary

Ashford East planning group*

Detail	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)	2032-33 (F)
Surplus / (deficit) capacity (excluding the expected pupil product from new developments)	-51	48	29	95	135	187	234	245	220	228	181
Expected pupil product from new developments	0	0	0	0	0	0	0	0	0	0	0
Surplus / (deficit) capacity including the expected pupil product from new developments	-51	48	29	95	135	187	234	245	220	228	181
Expected pupil product from this development	154	154	154	154	154	154	154	154	154	154	154
Surplus / (deficit) capacity including the expected pupil product from new developments and this development	-205	-106	-125	-59	-19	33	80	91	66	74	27
Expected pupil product from this development that on current plans for school provision cannot be accommodated	154	106	125	59	19	0	0	0	0	0	0

Background notes:

Pupil forecasts 2023 employed from September 2023. Incorporating roll data from Schools Census Autumn 2022. Data from the Health Authority includes pre-school children born up to 31st August 2022. Forecasts use trend data over the previous three years.

Expected pupil product from other developments in the area (which will need to be added to the ne new developments table Ashford East planning group*

Planning reference	Development	Houses	Flats	Primary product
AS/22/02851	Land East of Ashford Road Kingsnorth	15	0	4
AS/22/02057	Briars Church Hill Kingsnorth Ashford TN23 3EG	11	0	3
AS/22/00249	Henwood Car Park, Henwood, Ashford, Kent	0	14	1
AS/22/00131	Mineral Depot, Conningbrook, Willesborough Road, Kennington, Ashford, Kent, TN24 9QP	127	18	37
AS/21/00750	55 Mableston Avenue, Ashford, Kent, TN24 8BH	12	8	4
AS/19/01701	Land east of Ham Street By-Pass and south west of, Brockmans Lane, Bissington	100	0	28
AS/19/01476	Newtown Railway Works, Newtown Road, Ashford, Kent, TN24 0PN (S106)	0	187	0
AS/19/01232	Land south-west of junction of, Bullfinch Avenue, Finberry, Sevington, Ashford	0	38	3
AS/18/01822	Land at Court Lodge, Pound Lane, Kingsnorth	930	30	263
New developments within the planning area		1,195	295	342

Where a section 106 agreement has been secured for a development that includes education contributions (indicated by code S106 in brackets), the expected pupil product from that development has been shown as zero. This indicates that the pupil product need arising from the development has been mitigated by the developer.

KCC developer contribution assessment for Primary Education

District:	Ashford	Non-applicable units:	0
Site:	Land at Pound Lane, Maggie Hall Road, Bond Lane and, Ashford Road, Kingsnorth, Kent	Houses:	550
Plan ref:	AS/15/00856	Flats:	0
Date:	14/09/2023	Total units:	550

Current and forecast pupils on roll for schools within

Ashford East planning group

DFE no.	School	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)	2032-33 (F)
2272	East Stour Primary School	392	385	386	394	376	372	361	363	367	366	372
2061	Finberry Primary School	300	330	369	395	435	424	420	418	424	423	431
2686	Furley Park Primary Academy	557	537	518	486	462	453	446	441	445	444	451
3140	Kingsnorth CE Primary School	421	425	437	434	432	431	430	428	434	433	440
2285	Mersham Primary School	177	170	165	160	151	145	142	144	146	146	148
2276	Willesborough Infant School	344	332	333	328	338	334	346	348	351	354	356
5226	Willesborough Junior School	508	496	513	511	503	501	481	485	496	492	506
Current and forecast pupils on roll (excluding the expected pupil product from new developments)		2,699	2,674	2,723	2,700	2,686	2,660	2,626	2,626	2,662	2,658	2,704
Required capacity to maintain 2% surplus capacity		2,841	2,729	2,778	2,755	2,741	2,714	2,679	2,680	2,717	2,712	2,759

* The data in this table is based on the generic pupil yield per house of 0.28. Based on the latest Government statistics we know that that is an underestimate because it does not take into account the much high (0.36) yield from new large estates in Ashford. The required uplift is currently being worked out.

Current and forecast capacity for schools within

Ashford East planning group

DFE no.	School	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)	2032-33 (F)
2272	East Stour Primary School	420	420	420	420	420	420	420	420	420	420	420
2061	Finberry Primary School	330	360	390	420	420	420	420	420	420	420	420
2686	Furley Park Primary Academy	630	630	630	630	630	630	630	630	630	630	630
3140	Kingsnorth CE Primary School	420	420	420	420	420	420	420	420	420	420	420
2285	Mersham Primary School	210	210	210	210	210	210	210	210	210	210	210
2276	Willesborough Infant School	360	360	360	360	360	360	360	360	360	360	360
5226	Willesborough Junior School	510	480	480	480	480	480	480	480	480	480	480
Current and forecast capacity (1)		2,880	2,880	2,910	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940
Expected pupil yield from the Finberry development and other developments contributing towards the new school (2)		240	262	301	356	390	420	420	420	420	420	420
Places funded by developers and not yet occupied by pupils from their developments (not available to other developments) (3)		90	98	89	64	30	0	0	0	0	0	0
Current and forecast capacity available to future developments		2,790	2,782	2,821	2,876	2,910	2,940	2,940	2,940	2,940	2,940	2,940

(1) Including expansion projects at existing schools that have successfully passed through statutory processes but may not yet be complete.

(2) As at October 2022 there were 240 primary pupils resident on the Finberry development and given the expected phasing of housing still to be built (that has contributed towards the costs of building the new school) at least 420 primary school places - the full capacity of the new school - will be required by the end of the forecasting period. The 0.36 is built in but the capacity of the school has been capped to 420 as its built capacity. This could mean that this permitted development is under providing by 80 places that are not accounted for in this assessment.

(3) These places have been funded by developers to mitigate the impact of homes that remain to be built. They are not therefore available to other developments - they are not surplus places.

Expected pupil product from other developments in the area

Ashford East planning group

Planning reference	Development	Houses	Flats	Primary product
New developments within the planning area				
		0	0	0
Finberry/Cheesman's Green as per footnote 2 row 37/38				
				80
This development:				
		550	0	200

* This is looking at new planning permissions in the Planning Group Area since 2021 only. As noted above, Finberry is under providing by 80 places.

Assessment summary

Ashford East planning group

Detail	2022-23 (A)	2023-24 (F)	2024-25 (F)	2025-26 (F)	2026-27 (F)	2027-28 (F)	2028-29 (F)	2029-30 (F)	2030-31 (F)	2031-32 (F)	2032-33 (F)
Surplus / (deficit) capacity (excluding the expected pupil product from new developments)	-51	53	43	122	169	226	261	260	223	228	181
Expected pupil product from new developments	80	80	80	80	80	80	80	80	80	80	80
Surplus / (deficit) capacity including the expected pupil product from new developments	-131	-27	-37	42	89	146	181	180	143	148	101
Expected pupil product from this development	200	200	200	200	200	200	200	200	200	200	200
Surplus / (deficit) capacity including the expected pupil product from new developments and this development	-331	-227	-237	-158	-110	-54	-19	-20	-56	-52	-99
Expected pupil product from this development that on current plans for school provision cannot be accommodated	200	200	200	158	110	54	19	20	56	52	99

Background notes:

Pupil forecasts 2023 employed from September 2023. Incorporating roll data from Schools Census Autumn 2022. Data from the Health Authority includes pre-school children born up to 31st August 2022. Forecasts use trend data over the previous three years.

Expected pupil product from other developments in the area (cannot include in this assessment)				
Ashford East planning group				
Planning reference	Development	Houses	Flats	Primary product
AS/22/02851	Land East of Ashford Road Kingsnorth	15	0	5
AS/22/02057	Briars Church Hill Kingsnorth Ashford TN23 3EG	11	0	4
AS/22/00249	Henwood Car Park, Henwood, Ashford, Kent	0	14	1
AS/22/00131	Mineral Depot, Conningbrook, Willesborough Road, Kennington, Ashford, Kent, TN24 9QP	127	18	48
AS/21/00750	55 Mableton Avenue, Ashford, Kent, TN24 8BN	12	8	5
AS/19/01701	Land east of Ham Street By-Pass and south west of, Brockmans Lane, Bilsington	100	0	36
AS/19/01476	Newtown Railway Works, Newtown Road, Ashford, Kent, TN24 0PN (S106)	0	187	0
AS/19/01232	Land south-west of junction of, Bullfinch Avenue, Finberry, Sevington, Ashford	0	38	3
AS/18/01822	Land at Court Lodge, Pound Lane, Kingsnorth	930	30	340
New developments within the planning area		1,195	295	444

Where a section 106 agreement has been secured for a development that includes education contributions (indicated by code S106 in brackets), the expected pupil product from that development has been shown as zero. This indicates that the pupil product need arising from the development has been mitigated by the developer.

Dated:

20th January

2022

Deed under section 106 of the
Town and Country Planning Act 1990

between

- (1) KATHRYN ANN ANDREWS ROBERT JOHN MITCHELL
JACQUELINE AMANDA WEST and JULIE ELEANOR WILLIAMSON
- (2) HUGH JOHN EDWARD SUMMERFIELD MARK JAMES DEWEY and
JACQUELINE AMANDA WEST
- (3) ASHFORD BOROUGH COUNCIL
- (4) QUINN ESTATES KENT LIMITED
- (5) REDROW HOMES LIMITED
- (6) JACQUELINE AMANDA WEST JULIE ELEANOR WILLIAMSON and
JENNIFER ISABEL TAYLOR
- (7) THE KENT COUNTY COUNCIL

relating to land at

Land between the railway line and Willesborough Road Kennington Kent

Also Known as Conningbrook Park

Planning Application Number: 19/00025/AS (Full/Outline)

DS54-0838

Terry Mortimer
Solicitor to the Council and Monitoring Officer
Ashford Borough Council
Civic Centre
Tannery Lane
Ashford
TN23 1PL

I hereby certify this to be a
true copy of the original


Legal and Democratic Services
Ashford Borough Council

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THIS DEED IS DATED THE *Ten* DAY OF *January* 2022

AND IS MADE BETWEEN:

- (1) **KATHRYN ANN ANDREWS** of 19 Ashborne Close, Kennington, Ashford, Kent TN24 9LX and **ROBERT JOHN MITCHELL** of 58 Sweet Bay Crescent, Ashford, Kent TN23 3QA and **JACQUELINE AMANDA WEST** of 25 Greystones Willesborough Ashford Kent TN24 OFR and **JULIE ELEANOR WILLIAMSON** of 25 Greystones, Willesborough, Ashford, Kent TN24 OFR ("the First Freeholder")
- (2) **HUGH JOHN EDWARD SUMMERFIELD, MARK JAMES DEWEY** and **JACQUELINE AMANDA WEST** care of Hallett And Co, 11 Bank Street, Ashford, Kent TN23 1DA ("the Second Freeholder")

- (3) **ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery Lane, Ashford, TN23 1PL (**"the Council"**)
- (4) **QUINN ESTATES KENT LIMITED** (Co. Regn. No. 09044975) whose registered office is at Quinn Estates Limited The Cow Shed Highland Court Farm Bridge Kent CT4 5HW (**"the First Developer"**)
- (5) **REDROW HOMES LIMITED** (Co. Regn. No. 01990710) whose registered office is at Redrow House St Davids Park Flintshire CH5 3RX (**"the Second Developer"**)
- (6) **JACQUELINE AMANDA WEST** and **JULIE ELEANOR WILLIAMSON** both of 25 Greystones, Willesborough, Ashford TN24 0FR and **JENNIFER ISABEL TAYLOR** of 2 Mill House, Mill Lane, Chilham, Canterbury CT4 8EF (**" the Owner Offsite Wetland "**) and
- (7) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone ME14 1XQ (**"the County Council"**)

INTRODUCTION

- (A) The First Freeholder is the registered freehold proprietor of the First Freeholder Land
- (B) The Second Freeholder's is the registered freehold proprietor of the Second Freeholder Land
- (C) The Owner Offsite Wetland is the registered freehold proprietor of the Offsite Wetland
- (D) The First Developer has an interest in part of the Site by virtue of agreement dated 28th September 2017
- (E) The Second Developer has an interest in the Site by virtue of an agreement for Sale dated 12th September 2019
- (F) The Council is a local planning authority for the purposes of section 106 of the Act for the area within which the Site is situated.
- (G) The County Council is a local planning authority the local highway authority the education authority the library authority and the authority responsible for the provision of social services for the area in which the Site is situated.
- (H) The First Developer and the Second Developer submitted the Planning Application for the Development to the Council

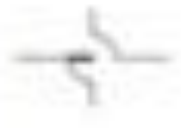
- (l) The Council has decided to grant the Planning Permission, subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this deed the following words and expressions shall unless the context otherwise requires have the following meanings:

the Act	the Town and Country Planning Act 1990 (as amended);
Commencement of Development	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission and any Reserved Matter approval (irrespective of non-compliance with any condition of the Planning Permission and any Reserved Matter approval) but excluding any works of excavation, levelling demolition site clearance (including removal of existing landscaping), archaeological investigations, ground investigations for the purpose of assessing ground conditions, remedial action in respect of any contamination or other adverse ground conditions, site survey works, ecological investigations, diversion and laying of services (including SUDS), preliminary landscaping, temporary access construction works, temporary closure of public rights of way affecting the Site, the temporary display of site notices and advertisements or the erection of any temporary means of enclosure, hoardings or fences or other security measures, the erection of site compounds, site cabins or welfare facilities or any other preparatory or enabling works agreed with the Council (and the phrase "Commence the Development" shall be construed accordingly);
Commercial Areas in the Local Centre	the commercial units to be constructed in the Local Centre as defined in schedule 3 of this deed excluding any Dwelling
Community Building Car Park and Bowling Green	together shown on drawing number 2490-004A appended to this deed
Developer	the First Developer and the Second Developer



Large structure

The Location Plan shows the location of the site in the context of the surrounding area.	
Client's Name	The Location Plan shows the site's location in the context of the surrounding area.
Site Name	The Location Plan shows the site's location in the context of the surrounding area.
Scale	The Location Plan shows the site's location in the context of the surrounding area.
Author	The Location Plan shows the site's location in the context of the surrounding area.
Date	The Location Plan shows the site's location in the context of the surrounding area.

MILTON STUDIO

Developer Contributions Monitoring Officer	the Council's developer contributions monitoring office for the time being or duly appointed agent
Development	the hybrid planning application seeking: (i) outline planning permission (all matters reserved except for points of access) for up to four hundred and thirty seven (437) dwellings; formal and informal open space incorporating SUDS; and associated services, infrastructure and groundworks; and (ii) full planning permission for the erection of two hundred and eighty eight (288) dwellings; the creation of serviced plot of land to facilitate the delivery by the County Council of a two-form entry primary school with associated outdoor space and vehicle parking; a new Bowls Centre including a clubhouse of two hundred and ninety two (292) sqm, ancillary buildings and a bowling green; a local centre to provide two hundred and eighty (280) sqm of A1 (retail), one hundred and eighty (180) sqm of A1 (retail food store), one hundred (100) sqm A3 (café), seventy five (75) sqm A5 (takeaway), one hundred and ninety (190) sqm D2 (gym/fitness studio space), , open space incorporating SuDS; vehicle parking; and associated services, structural landscaping, infrastructure and groundworks, and as described in the Planning Application
Dwelling	the two hundred and eighty eight (288) dwellings to be constructed on the Phase 1 Land on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition) (" Full Dwelling Scheme ") and any additional dwellings to a maximum of four hundred and thirty seven (437) to be constructed outside of the Phase 1 Land on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition) and any Reserved Matter Approval (" Outline Dwelling Scheme ") to include in the calculation any Serviced Plot comprised within the Development to be delivered in the Serviced Plots (Phase 3 Land) allocation;
First Freeholder's Land	that part of the Site in title numbers K504652, K468381, K472804 and K335545

Interest	interest at a rate equal to four (4) percentage points above the Bank of England base rate from time to time;
Occupy	to first occupy or permit the first occupation of a Dwelling or building forming part of the Development for any purpose but not including occupation by personnel engaged in construction fitting out finishing or decoration of that Dwelling or building nor occupation for marketing purposes (including use as a show-home nor occupation in relation to site and building security operations and "Occupation" "Occupier" and "Occupied" shall be construed accordingly;
Owner	the First Freeholder and the Second Freeholder;
Phase 1 Land	the part of the Site shown hatched in dark blue described in the drawing 'Phasing Plan – 2940-018F (March 2020) appended to this deed;
Phase 2 Land	the part of the Site shown hatched in green described in the drawing 'Phasing Plan – 2940-018F (March 2020) appended to this deed;
Phase 3 Land	the part of the Site shown cross hatched in light blue described in the drawing 'Phasing Plan – 2940-018F (March 2020) appended to this deed;
Planning Application	the application for planning permission for the Development submitted to the Council by the Developer and given reference number 19/00025/AS;
Planning Permission	the full/outline planning permission to be granted for the Planning Application and any planning permission granted pursuant to an application under section 73 of the Act relating to permission 19/00025/AS ("a Subsequent Permission") and any planning permission granted pursuant to an application under section 73 relating to a Subsequent Permission ("a Subsequent Subsequent Permission")
Practical Completion	the issue of a certificate of practical completion by the Owner's architect civil engineer or chartered surveyor as appropriate or in the event that the Development (or any part



MILTON WATER ST

	of it) is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's civil engineer or chartered surveyor or architect and "Practically Complete" shall be construed accordingly;
Reserved Matter	a matter reserved for the approval of the Council under the Planning Permission;
Second Freeholder's Land	that part of the Site in title numbers K795299 and K865223
Site	the land known as land between railway line and Wilesborough Road Kennington Kent comprising the First Freeholder' Land and the Second Freeholder's Land as shown edged red on the Site Plan; appended to this deed
Site Plan	the plan 2940-042 B dated May 2020 appended to this deed
Working Day	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday

- 1.2 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.
- 1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed.
- 1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6 Wherever an obligation fails to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.7 Save as is otherwise provided, references to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

THE COMMON SEAL OF ASHFORD
BOROUGH COUNCIL WAS HEREINTO
AFFIXED IN THE PRESENCE OF

SOLICITOR

SCAFFOLD

Case of urgency and no Member
Available to attend the usual
General Procedure Rules
Appendix 1 Section D(3)



- 1.8 Words undertakings and covenants requiring a person not to do any act matter or thing ('negative requirement') or otherwise imposing a restriction or prohibition on the development, use or occupation of land include an obligation not to assist, facilitate, encourage, cause, permit or suffer any infringement of the negative requirement, restriction or prohibition.
- 1.9 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act of Parliament for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act of Parliament or deriving validity from it.

2. Legal Basis and Enforceability

- 2.1 This deed will be registered as a local land charge and is entered into pursuant to section 106 of the Act and all other statutory and other enabling powers.
- 2.2 The terms of this deed create planning obligations binding on the Owner for the purpose of section 106 of the Act and are enforceable by the Council in full and in part by the County Council (as appropriate) as local planning authorities.
- 2.3 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission and any Reserved Matter approval or their mortgagees chargees or successors in title except as otherwise may be provided in the schedules 3 paragraphs 2.6 2.7 2.11 2.19 2.20 2.23 2.24.3 and 4 schedule 9 paragraphs 2.3(b) (c) (d) and (e) 2.4 2.6 2.7 2.19 3.3(b) (c) (d) and (e) 3.4 3.6 and 3.18 and schedule 22 and in relation to restrictions on Occupation in the schedules to this deed.
- 2.4 Save for Schedule 3 this deed shall not be enforceable against any Registered Provider of Social Housing or any Chargee or their respective mortgagees, chargees or successors in title.
- 2.5 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person in respect of any part of the Site or any interest in it acquired for the sole purpose of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.
- 2.6 Schedules 1-8 and 10-22 of this deed shall not be enforceable against any Management Company (as defined in Schedule 9) and Schedule 9 shall only

be enforceable against the Management Company after the first parcel of Open Space Land (Phase 1 Land) or the Open Space Land (Additional) is transferred to it pursuant to Schedule 9

- 2.7 Schedules 2-16 and 18-22 of this deed shall not be enforceable against the Community Building Car Park and Bowling Green once they have been transferred to Ashford Town Bowls Club pursuant to schedule 17 of this deed
- 2.8 Schedules 1-22 of this deed shall not be enforceable against any owner tenant or occupier of Practically Completed parts of the Commercial Areas in the Local Centre

3. Third Parties

- 3.1 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

4. The Owner's Council's and County Council's covenants

The Owner's Covenants

- 4.1 The Owner agrees with the Council and the County Council as set out in the schedules to this deed

The Council's Covenants;

- 4.2 The Council covenants with the Owner
- 4.2.1 as set out in the Council's covenants contained in the schedules of this deed and
- 4.2.2 to use all financial contributions received by the Council from the Owner under the terms of this deed for the respective purposes for which the financial contributions are paid as specified in this deed and
- 4.2.3 on the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged such written request providing the Council with evidence of compliance in cases where it is not readily apparent from the Council's records and subject to paying to the Council a fee of Two Hundred pounds (£200) plus VAT in respect of each written request the Council will issue a written confirmation of such performance or discharge and if applicable note the performance of a particular obligation or full satisfaction of the deed on the Register of Local Land Charges

The County Council's Covenants

4.3 The County Council covenants with the Owner and the Council

- 4.3.1 as set out in the County Council's covenants contained in the schedules to this deed and
- 4.3.2 to use all financial contributions received by the County Council from the Owner under the terms of this deed for the respective purposes for which the financial contributions are paid as specified in this deed

5. Confirmation of interests

- 5.1 The First Freeholder confirms and warrants to the Council and the County Council that apart from the First Freeholder and the Developer there are no other persons with any interest (other than a beneficial interest under a trust) in the First Freeholder's Land or any part thereof including any leasehold interest.
- 5.2 The Second Freeholder confirms and warrants to the Council and the County Council that apart from the Second Freeholder and the Developer there are no other persons with any interest (other than a beneficial interest under a trust) in the Second Freeholder's Land or any part thereof including any leasehold interest

6. Conditions precedent

The obligations in the schedules to this deed are conditional upon:

- 6.1 the grant of the Planning Permission, and
- 6.2 the Commencement of Development

save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement of Development which shall come into effect immediately upon completion of this deed.

7. Duration

- 7.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn, or it is modified by any statutory procedure without the consent of the Owner or it expires before the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission

(irrespective of non-compliance with any conditions of the Planning Permission and any Reserved Matter approval).

- 7.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Site or his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

8. Other planning permissions

- 8.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.
- 8.2 If there is a conflict between the terms of this deed and any conditions attached to the Planning Permission which cannot be resolved by interpretation then the latter shall take precedence

9. Change of Ownership

- 9.1 The First Freeholder agrees with the Council and County Council to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the First Freeholder's Land occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the First Freeholder's Land or unit of occupation purchased by reference to a plan. For the avoidance of doubt notice shall not be required in respect of dispositions to those persons referred to in clauses 2.3 and 2.5 of this deed
- 9.2 The Second Freeholder agrees with the Council and the County Council to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the Second Freeholder's Land occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Second Freeholder's Land or unit of occupation purchased by reference to a plan. For the avoidance of doubt notice shall not be required in respect of dispositions to those persons referred to in clauses 2.3 and 2.5 of this deed

10. Notices

- 10.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 10.2 A notice or communication shall be served or given:
- 10.2.1 on the First Freeholder at the addresses shown on the top of this deed or such other address/es as shall be notified in writing to the Council and the County Council from time to time, and
 - 10.2.2 on the Second Freeholder at the addresses shown on the top of this deed or such other address/es as shall be notified in writing to the Council and the County Council from time to time, and
 - 10.2.3 on the First Developer at the addresses shown on the top of this deed or such other address/es as shall be notified in writing to the Council and the County Council from time to time, and
 - 10.2.4 on the Second Developer addressed to the Company Secretary at the addresses shown on the top of this deed or such other address/es as shall be notified in writing to the Council and the County Council from time to time, and
 - 10.2.5 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Developer Contributions Monitoring Officer
 - 10.2.6 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time, marked for the attention of the Office of the General Counsel quoting reference PH/KEN002:000650.

11 Approvals

- 11.1 Any approval in writing given by the Council or the County Council under this deed or for the purposes of this deed shall not be or deemed to be approval for any other purposes whatsoever (nor shall approval by one constitute approval by the other)

11.2 Where the agreement approval consent or expression of satisfaction of any party is required under the terms of this deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld unless there is an express provision to the contrary provided that the Council shall not be liable in damages by virtue of this clause

12 Jurisdiction and legal effect

12.1 This deed and its validity shall be governed by and interpreted in accordance with the law of England and the parties exclusively submit to the jurisdiction of the courts of England in respect of this deed.

12.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.

12.3 The parties to this deed agree that no waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

12.4. The Owner agrees with the County Council that no waiver (whether expressed or implied) by the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

12.5 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the Council both as the local planning authority and in the exercise of its functions rights powers duties and obligations of the Council under all public and private statutes bylaws orders and regulations may be fully and effectually exercised as if the Council were not party to this deed.

12.6 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the County Council both as a local planning authority and in the exercise of its functions rights powers duties and obligations of the County Council under all public and private statutes bylaws orders and regulations may be fully and effectually exercised as if the County Council were not party to this deed.

13. Interest and VAT

- 13.1. If any payment due under this deed is paid late, interest shall be payable from the date payment is due to the actual date of payment and the sum of the interest shall be paid on the actual date of payment.
- 13.2 Any payment under this deed shall be given in accordance with the terms of this deed and shall be exclusive of any value added tax properly payable.

14 Legal Fees

- 14.1 On completion of this deed the Developer will pay to the Council and the County Council their reasonable legal costs incurred in the negotiation, preparation and execution of this deed.

15 Position of future mortgagee

- 15.1 Any person or body with the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner as appropriate

16 Position of the Second Developer

- 16.1 The Second Developer acknowledges that the Owner enters into this deed with its consent and that the Site is bound by the obligations contained in this deed and (save for the obligation in clauses 13 and 14) the Second Developer shall have no liability under this deed unless or until it becomes successor in title to the Owner or one of them in respect of the Site or part of the Site or acquires a legal estate in the Site or part of the Site by way of a lease

17 Counterparts

This deed is executed in Seven (7) parts by the First Freeholder the Second Freeholder the First Developer the Second Developer the Council the Owner Offsite Wetland and the County Council and those parts so executed collectively constitute a single original

18 Disputes

Any Relevant Dispute as defined in schedule 21 of this deed shall be subject to the provisions of schedule 21 of this deed

19 Forward Funding

If the Council or the County Council forward-funds any project facility infrastructure or other expenditure from its own resources in anticipation of receipt of any relevant contribution or payment under the provisions of this deed then on such receipt the Council or the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and treat it as being immediately expended for the purpose for which the forward-funding was expended

Schedule 1 Notices and Monitoring

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Commencement Notice	a notice of the Owner's intention to Commence Development on a specified date no earlier than four (4) weeks and no later than six (6) weeks after the date of service of the notice
Index	the All In Tender Price Index as published by the Build Cost Information Service on behalf of the Royal Institute of Chartered Surveyors or any other successor organisation
Monitoring Fee	the sum of one thousand pounds (£1,000) to be applied in the event of receipt towards monitoring compliance with the provisions of this deed

2. Owner's covenants

The Owner covenants with the Council and the County Council as follows:

Progress of the Development

- 2.1. to serve the Commencement Notice on the Council and the County Council prior to the Commencement of Development
- 2.2. not unless otherwise agreed in writing by the Council to Commence Development before the Commencement Notice is served on the Council and

the County Council and the date specified in the Commencement Notice has arrived

2.3. subject to the provisions of paragraph 2.4 to give the Council and the County Council notice in writing of:

2.3.1. the date of Occupation of twenty five percent (25%) of the Dwellings on the Phase 1 Land

2.3.2. the date of Occupation of fifty percent (50%) of the Dwellings on the Phase 1 Land

2.3.3. of the date of Occupation of seventy five percent (75%) of the Dwellings on the Phase 1 Land

2.3.4. of the date of Occupation of one hundred percent (100%) of the Dwellings on the Phase 1 Land

2.3.5. of the date of Occupation of Fifty (50) Dwellings on the Site

2.3.6. of the date of Occupation of Seventy five (75) Dwellings on the Site

2.3.7. of the date of Occupation of One Hundred (100) Dwellings on the Site

2.3.8. of the date of the Occupation of One hundred and ten (110) Dwellings on the Site

2.3.9. of the date of Occupation of One hundred and fifty (150) Dwellings on the Site

2.3.10. of the date of Occupation of One hundred eighty (180) Dwellings on the Site

2.3.11. of the date of Occupation of Two hundred and twenty five (225) Dwellings on the Site

2.3.12. of the date of Occupation of Two hundred and eighteen (218) Dwellings on the Site

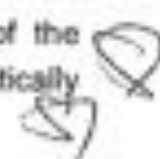
2.3.13. of the date of Occupation of Two hundred and eighty eight (288) Dwellings in the Site

2.3.14. of the date of Occupation of Two hundred and seventy (270) Dwellings on the Site

- 2.3.15. of the date of Occupation of Three hundred (300) Dwellings on the Site
- 2.3.16. of the date of Occupation of Three hundred and fifty (350) Dwellings on the Site
- 2.3.17. of the date of Occupation of Four hundred (400) Dwellings on the Site
- 2.3.18. of the date of Occupation of Five hundred (500) Dwellings on the Site
- 2.3.19. of the date of Occupation of Five hundred and forty (540) Dwellings on the Site
- 2.3.20. of the date of Occupation of Six hundred and fifty (650) Dwellings on the Site
- 2.3.21. of the date of Occupation Seven hundredth twenty five (725) Dwellings on the Site
- 2.4. to give the notices specified in 2.3.1 to 2.3.21 no later than Fourteen (14) Working Days prior to the Owner's intended date of Occupation specified in 2.3.1 to 2.3.21
- 2.5. to secure all necessary Reserved Matter approvals for the Phase 2 Land prior to the Commencement implementing any part of the Development on the Phase 2 Land
- 2.6. not to Commence Development on the Phase 2 Land prior to securing all necessary Reserved Matter approvals for the Phase 2 Land
- 2.7. to secure all necessary Reserved Matter approvals for the Phase 3 Land and schedule 18 paragraph 2.1 and 2.2 obligations (Serviced Plots) prior to the Commencement of the Development on the Phase 3 Land
- 2.8. not to Commence Development on the Phase 3 Land prior to securing all necessary Reserved Matter approvals for the Phase 3 Land and approvals pursuant to schedule 18 paragraphs 2.1 and 2.2 (Serviced Plots).
- 2.9. to serve notice of implementation on the Council and the County Council prior to the Commencement of Development on the Phase 2 Land and prior to Commencement of Development on the Phase 3 Land

- 2.10. not unless otherwise agreed in writing by the Council to Commence Development on the Phase 2 Land or the Phase 3 Land before the notice of Commencement referred to in paragraph 2.9 of this schedule is served on the Council and the County Council and the date specified in the notice of implementation has arrived
- 2.11. subject to the provisions of paragraph 2.12 to give the Council and the County Council notice in writing of:
- 2.11.1 the date of Occupation of twenty five percent (25%) of all Dwellings on the Phase 2 Land
- 2.11.2 the date of Occupation of fifty percent (50%) of all Dwellings on the Phase 2 Land
- 2.11.3 the date of Occupation of seventy five percent (75%) of Dwellings on the Phase 2 Land
- 2.11.4 the date of Occupation of one hundred percent (100%) of Dwellings on the Phase 2 Land
- 2.12 to give the notices specified in 2.11.1 to 2.11.4 no later than Fourteen (14) Working Days prior to the Owner's intended date of Occupation specified in 2.11.1 to 2.11.4
- 2.13 subject to the provisions of paragraph 2.14 to give the Council and the County Council notice in writing of:
- 2.13.1 the date of Occupation of twenty five percent (25%) of all Dwellings on the Phase 3 Land
- 2.13.2 the date of Occupation of fifty percent (50%) of all Dwellings on the Phase 3 Land
- 2.13.3 the date of Occupation of seventy five percent (75%) of Dwellings on the Phase 3 Land
- 2.13.4 the date of Occupation of one hundred percent (100%) of Dwellings on the Phase 3 Land
- 2.14 to give the notices specified in 2.13.1 to 2.13.4 no later than Fourteen (14) Working Days prior to the Owner's intended date to Occupation specified in 2.13.1 to 2.13.4

Monitoring Fee

- 2.15 to pay the Monitoring Fee to the Council prior to the Commencement of Development
- 2.16 not to Commence Development until it has paid the Monitoring Fee to the Council in full
- 2.17 to pay on each anniversary of the date of the Commencement of the Development a further Monitoring Fee and until the Development is *Practically Completed* 
- 2.18 to pay the Monitoring Fee due and payable under paragraphs 2.15 and 2.17 increased using the following formula:

$$\text{most recently published index figure for Index when the payment is due} + \text{index figure last published for that Index before the date of the Council's Planning resolution approving the Planning Application} \times \text{Monitoring Fee (or portion if appropriate)}$$

Schedule 2 Adult Social Care Contribution

1. Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Adult Social Care	towards the provision of a changing place facility at the Julie Rose Stadium Willesborough Road Ashford TN24 9QX or other facility in the vicinity of the Development
Adult Social Care Contribution	Adult Social Care Contribution 1 Adult Social Care Contribution 2 and Adult Social Care Contribution 3
Adult Social Care Contribution 1	the sum of thirteen thousand five hundred and fifty three pounds and twenty eight pence (£13,553.28)

	(£47.06 x Full Dwelling Scheme) to be applied in the event of receipt towards Adult Social Care
Adult Social Care Contribution 2	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be delivered on the Phase 2 Land by £47.06 to be applied in the event of receipt towards Adult Social Care
Adult Social Care Contribution 3	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be delivered on the Phase 3 Land by £47.06 to be applied in the event of receipt towards Adult Social Care
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

2.1 The Owner agrees with the County Council as follows:

2.1.1. to pay fifty percent (50%) of the Adult Social Care Contribution 1 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 1 Land

2.1.2. to pay the balance fifty percent (50%) of the Adult Social Care Contribution 1 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 1 Land

2.2. not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 1 Land until the payment referred to in paragraph 2.1.1 has been paid in full to the County Council

- 2.3. not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 1 Land until the payment referred to in paragraph 2.1.2 has been paid in full to the County Council
- 2.4. to pay the Adult Social Care Contribution 1 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1.1 and 2.1.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ \text{328.3} \end{array} \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution 1} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5. In the event that the Index ceases to be published to pay the Adult Social Care Contribution 1 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.
- 2.6. The Owner further agrees with the County Council as follows:
- 2.6.1 to pay fifty percent (50%) of the Adult Social Care Contribution 2 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 2 Land
- 2.6.2 to pay the balance fifty percent (50%) of the Adult Social Care Contribution 2 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 2 Land
- 2.7. not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.6.12.1.1 has been paid in full to the County Council
- 2.8. not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.6.22.1.2 has been paid in full to the County Council
- 2.9. to pay the Adult Social Care Contribution 2 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.6.1 and 2.6.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016} - \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution 2} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.10 In the event that the Index ceases to be published to pay the Adult Social Care Contribution 2 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.
- 2.11 The Owner further agrees with the County Council as follows:
- 2.11.1 to pay fifty percent (50%) of the Adult Social Care Contribution 3 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 3 Land
- 2.11.2 to pay the balance fifty percent (50%) of the Adult Social Care Contribution 3 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 3 Land
- 2.12 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.11.1 has been paid in full to the County Council
- 2.13 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.11.2 has been paid in full to the County Council
- 2.14 to pay the Adult Social Care Contribution 3 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.11.1 and 2.11.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016} - \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution 3} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.15 In the event that the Index ceases to be published to pay the Adult Social Care Contribution 3 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

3. County Council's Covenants

The County Council agrees with the Owner that in the event that the Adult Social Care Contribution has not been committed towards the purpose set out in this schedule within ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site then the County Council will on the receipt of a written request by the person who paid the sums repay the balance of any sums not committed to the person who paid those sums.

Schedule 3 Accessible and Adaptable Wheelchair User and Affordable Housing

1. Definitions

- 1.1 In this schedule the following words shall unless have the following meaning in addition to the definitions provided in clause 1 of this deed:

<p>Accessible and Adaptable Standard</p>	<p>as a category 2 – accessible and adaptable dwelling 'M4(2)' as described in Approved Document M of the Building Regulations 2010 – 'Access to and use of buildings' to meet the needs of occupants with differing needs including some older or disabled people or to allow for the future adaptation of an Accessible and Adaptable Dwelling to meet the changing needs of occupants over time;</p>
<p>Accessible and Adaptable Dwellings (Phase 1)</p>	<p>the Sixty three (63) Dwellings comprising the 9 Units in Block A 9 Units in Block B 9 Units in Block C 12 Unit in Block D 12 Units in Block E 6 Units Block H and 6 Units in Block J as shown on the Affordable Housing Plan (Phase 1 Land)</p>

<p>Accessible and Adaptable Dwellings (Additional)</p>	<p>no fewer than twenty percent (20%) of all Dwellings outside of the Phase 1 Land approved by a Reserved Matters approval to be agreed under paragraph 2.12 of this schedule and 'Accessible and Adaptable Dwelling (Additional)' shall be construed accordingly it being agreed that the number of Accessible and Adaptable Dwellings (Additional) need not total twenty percent (20%) within either the Phase 2 Land or the Phase 3 Land provided that the variance is no more than five percent (5 %) in each case and that the total number of Accessible and Adaptable Dwellings (Additional)- across the Site the Phase 1 land is no lower than twenty percent (20%) ;</p>
<p>Affordable Housing Land (Phase 1 Land)</p>	<p>means those parts of the Phase 1 Land identified and shown edged red on the Affordable Housing Plan (Phase 1 Land) (together with the one (1) Unit in the Local Centre) which shall set be set aside for the Affordable Rent Units (Phase 1 Land) and the Shared Ownership Units (Phase 1 Land) together with such rights and easements over the Site to provide access to the Affordable Rent Units (Phase 1 Land) and the Shared Ownership Units (Phase 1 Land) and such entrance ways corridors parking and storage areas and other ancillary areas as are necessary for their enjoyment;</p>

Affordable Housing Land (Additional)	means those parts of the Site outside of the Phase 1 Land approved by a Reserved Matters approval which shall set be set aside for the Affordable Rent Units (Additional) and the Shared Ownership Units (Additional) together with such rights and easements over the Site to provide access to the Affordable Rent Units (Additional) and the Shared Ownership Units (Additional) and such entrance ways corridors parking and storage areas and other ancillary areas as are necessary for their enjoyment and to be agreed under paragraph 2.12 of this schedule;
Affordable Housing Plan (Phase 1 Land)	the plan 3053 030 B appended to this deed;
Affordable Housing Plan (Additional)	the affordable housing plan to be agreed under paragraph 2.12 of this schedule (and as may be amended in writing as agreed between the Owner and the Council) and for the avoidance of doubt the Affordable Housing Plan (Additional) may be submitted separately for the Phase 2 Land and the Phase 3 Land;
Affordable Housing Scheme (Phase 1 Land)	the affordable housing scheme comprising the Affordable Rent Units (Phase 1) and the Shared Ownership Units (Phase 1);
Affordable Housing Scheme (Additional)	the scheme detailing the plot numbers the tenure the type the number of bedrooms the size of the bedrooms and the floor space of the Affordable Rent Units (Additional) and Shared Ownership Units (Additional) to be constructed on the Phase 2 Land or the Phase 3 Land (as appropriate) to be agreed under paragraph 2.9 and 2.11 of this schedule and and as may be amended in writing as agreed between the Owner and the Council



<p>Affordable Rent Units (Phase 1 Land)</p>	<p>the twenty nine (29) Dwellings comprising Block C Plots 43-51 (3 one bed; 6 two bed) Flat Block A Plots 170-178 (3 one bed; 6 two bed) 2 two bed houses – plots 188-189 9 three bed houses: plots 61-63 and 164-169 identified as affordable rent units on the Affordable Housing Plan (Phase 1 Land);</p>
<p>Affordable Rent Units (Additional)</p>	<p>the additional units totalling no less than Ten percent 10% of the Dwellings outside of the Phase 1 Land approved by a Reserved Matters approval and to be agreed under paragraph 2.12 of this schedule identified as affordable rent units in the Affordable Housing Scheme (Additional) and on the Affordable Housing Plan (Additional) and to be constructed outside of the Phase 1 Land accordingly it being agreed that the number of Affordable Rent Units (Additional) need not total ten percent (10%) within either the Phase 2 Land or the Phase 3 Land provided that the variance is no more than five percent (5 %) in each case and that the total number of Affordable Rent Units (Additional) outside the Phase 1 land is no lower than 10% ;</p>
<p>Flat in the Local Centre</p>	<p>the one (1) two (2) bedroom flat in the Local Centre as shown on plan (2940A-11A) and identified as Apartment 8 on the second floor appended to this deed to be provided in accordance with paragraph 2.1 or 2.2, 2.10 and 2.11.3 of this schedule</p>
<p>Homes England</p>	<p>means the Homes and Communities Agency (which trades as Homes England) being a body corporate created by section 1 of the Housing and Regeneration Act 2008</p>
<p>Local Centre</p>	<p>the part of the Site labelled Local Centre Block A Local Centre Block B and Local Centre Block C shown on plan 2940A-02F appended to this deed</p>





Scale	1:1000
North	North
Author	MILTON
Date	2011

MILTON
ARCHITECTS

<p>Long Lease</p>	<p>a lease for a term no less than one hundred and twenty five (125) years at a peppercorn ground rent and a service charge which relates only to the building within which an Affordable Rent Unit (Phase 1 Land) or Affordable Rent Unit (Additional) and/or Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) are located and any curtilage and common parts of the building and common parts within the Site (other than those which exclusively serve any other part of the Phase 1 Land and/or the Site as appropriate) and which is unencumbered;</p>
<p>Open Market Dwellings (Phase 1 Land)</p>	<p>the two hundred and two (202) Dwellings permitted under the Planning Permission to be constructed on the Phase 1 Land excluding the Affordable Rent Units (Phase 1 Land) the Shared Ownership Units (Phase 1 Land) and 'Open Market Dwelling (Phase 1 Land)' shall be construed accordingly;</p>
<p>Open Market Dwellings</p>	<p>all those Dwellings permitted under the Planning Permission and any Reserved Matters approval excluding the Affordable Rent Units (Phase 1 Land) Affordable Rent Units (Additional) the Shared Ownership Units (Phase 1 Land) the Shared Ownership Units (Additional)</p>
<p>Registered Provider of Social Housing</p>	<p>a provider of social housing registered with the regulator of social housing and who has signed a nominations agreement with the Council;</p>

Shared Ownership Lease

means a lease of a Shared Ownership Unit (Phase 1) or a Shared Ownership Unit (Additional) substantially in the form of the relevant model shared ownership lease issued by Homes England or its successors in title from time to time ('the Model Lease') to be granted on the following terms:

(a) the initial share shall be in the range of ten percent to seventy five percent (10%-75%) equity dependent upon the ability of the purchasers to obtain finance; and

(b) the initial rent for the outstanding equity shall be up to two point seven five percent (2.75%) of the value of the outstanding equity and thereafter increasing in accordance with the Homes England's guidance for rental increases on shared ownership homes

(c) include the ability but no obligation to purchase additional shares of equity of one percent (1%) or more for 15 years from the grant or assignment of the Shared Ownership Lease and thereafter the additional shares shall be in accordance with the Model Lease up to one hundred percent (100%)

unless such terms conflict with the Model Lease applicable to the relevant Homes England affordable housing programme and in such case they shall be amended accordingly to reflect the Model Lease

<p>Shared Ownership Units (Phase 1 Land)</p>	<p>the fifty seven (57) Dwellings Flat Block B Plots 179-187 (3 one bed; 6 two bed) Flat Block D Plots 229-240 (12 two bed) Flat Block E Plots 267-278 (12 two bed) 23 Three bed houses: Plots 52-60; 227-228; 241-244; 250-257 identified as shared ownership units in the Affordable Housing Scheme (Phase 1 Land) and on the Affordable Housing Plan (Phase 1 Land).</p>
<p>Shared Ownership Units (Additional)</p>	<p>the additional units totalling no less than twenty percent 20% of the Dwellings approved by any Reserved Matters approval and identified as shared ownership units in the Affordable Housing Scheme (Additional) and on the Affordable Housing Plan (Additional) to be agreed under paragraph 2.12 of this schedule and to be provided outside of the Phase 1 Land accordingly it being agreed that the number of Shared Ownership Units (Additional) need not total Twenty percent (20%) within either the Phase 2 Land or the Phase 3 Land provided that the variance is no more than Five percent (5%) in each case and that the total number of Shared Ownership Units (Additional) outside the Phase 1 Land is no lower than Twenty percent (20%)</p>
<p>Wheelchair User Dwellings (Phase 1 Land)</p>	<p>the two (2) Affordable Rent Units (Phase 1) comprising the two (2) TAVY Units (Plots 188 and 189) and any linked allocated car parking spaces as described in the Affordable Housing Plan (Phase 1) and 'Wheelchair User Dwelling (Phase 1 Land)' shall be construed accordingly;</p>

Wheelchair User Dwellings (Additional)	the additional units totalling no less seven point five percent (7.5%) of the Affordable Rent Units (Additional) and any linked allocated car parking spaces to be approved by the Council pursuant to paragraph 2.12 of this schedule and 'Wheelchair User Dwelling (Additional)' shall be construed accordingly;
Wheelchair User Dwelling Standard	as a category 3 – wheelchair user dwellings 'M4 (3) (b)' optional requirement as described in Approved Document M of the Building Regulations 2010 – 'Access to and use of buildings' to allow the simple adaptation of a Dwelling to meet the needs of occupant who use wheelchairs; or to meet the needs of occupants who use wheelchairs.

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1 Prior to the Commencement of Development to submit to the Council the details of the tenure and timeline for the Flat in the Local Centre together with details of the marketing and allocation of the Flat in the Local Centre to ensure that it is an affordable housing unit within the requirements of the NPPF and not to Commence Development until the tenure timeline marketing and allocation for delivery of the Flat in the Local Centre have been approved in writing by the Council
- 2.2 In the event that the Flat in the Local Centre may not be provided in the Local Centre to provide the Flat in the Local Centre in an alternative location on the Phase 1 Land in accordance with the details approved pursuant to paragraphs 2.1 or 2.2, 2.10 and 2.11.3 of this schedule PROVIDED ALWAYS that the alternative Flat in the Local Centre shall be provided as a 2- bed 4- person Dwelling
- 2.3 to construct the Accessible and Adaptable Dwellings (Phase 1 Land) and linked allocated car parking space/s in accordance with the Accessible and Adaptable Standard and the national standards applicable at the time the Accessible and Adaptable Dwellings (Phase 1 Land) are constructed and at the Owner's own cost

- 2.4 to construct and Practically Complete the relevant Wheelchair User Dwellings (Phase 1 Land) and linked allocated car parking space/s in accordance with the Wheelchair User Standard and the national standards applicable at the time the relevant Wheelchair User Dwellings (Phase 1 Land) are constructed at the Owner's own cost
- 2.5 to fit out and Practically Complete the relevant Wheelchair User Dwellings (Phase 1 Land) at the Owner's own cost to the relevant Wheelchair User Dwelling Standard prior to the anticipated date of first Occupation of the relevant Wheelchair User Dwelling (Phase 1 Land)
- 2.6 to retain the Accessible and Adaptable Dwellings (Phase 1 Land) and any linked car parking space/s as constructed in accordance with paragraph 2.3 of this schedule unless the Council agrees otherwise in writing
- 2.7 to retain the Wheelchair User Dwellings (Phase 1 Land) and any linked car parking space/s as constructed in accordance with paragraph 2.4 of this schedule unless the Council agrees otherwise in writing
- 2.8 to pay the Council's reasonable and proper administration, staff costs legal fees disbursements, surveyors costs incurred by the Council in connection with any inspection of the Accessible and Adaptable Dwellings (Phase 1 Land) and linked car parking spaces and the Wheelchair User Dwellings (Phase 1 Land) and linked car parking spaces
- 2.9 to construct and Practically Complete the Accessible and Adaptable Dwellings (Phase 1 Land) the Wheelchair User Dwellings (Phase 1 Land) the Affordable Rent Units (Phase 1 Land) and the Shared Ownership Units (Phase 1 Land) in accordance with the approved Affordable Housing Scheme (Phase 1 Land) and the Affordable Housing Plan (Phase 1 Land) and for the avoidance of doubt the same Dwelling may be both an Accessible and Adaptable Dwelling (Phase 1 Land) and an Affordable Rent Unit (Phase 1 Land) or a Shared Ownership Unit (Phase 1 Land) or alternatively an Accessible and Adaptable Dwelling (Phase 1 Land) may be an Open Market Dwelling
- 2.10 to construct and Practically Complete the Flat in the Local Centre in accordance with the details approved by the Council under paragraph 2.1 of this schedule to this deed to implement the marketing and allocation strategy agreed under paragraph 2.1 and use all reasonable endeavours to complete a transfer in accordance with those details

- 2.11 not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Open Market Dwellings (Phase 1 Land) until:
- 2.11.1 All of the Accessible and Adaptable Dwellings (Phase 1 Land) Affordable Rent Units (Phase 1 Land), Shared Ownership Units (Phase 1 Land) Wheelchair User Dwellings (Phase 1 Land) have been Practically Completed and have been made ready for residential Occupation and
 - 2.11.2 The freehold of the Affordable Housing Land (Phase 1 Land) has been transferred to the Registered Provider of Social Housing (in the case of flats garages and carports a Long Lease may be granted instead if the Registered Provider of Social Housing agrees) and
 - 2.11.3 The Flat in the Local Centre has been Practically Completed and the provisions of paragraph 2.10 complied with
- 2.12 Prior to the Commencement of Development on the Phase 2 Land to submit to the Council the Affordable Housing Scheme (Additional) the Affordable Housing Plan (Additional) details of the proposed Accessible and Adaptable Dwellings (Additional) and the proposed Wheelchair User Dwellings (Additional) for those Dwellings to be erected on the Phase 2 Land and for the avoidance of doubt the same Dwelling may be both an Accessible and Adaptable Dwelling (Additional) and an Affordable Rent Unit (Additional) or a Shared Ownership Unit (Additional) or alternatively an Accessible and Adaptable Dwelling (Additional) may be an Open Market Dwelling
- 2.13 not to Commence Development on the Phase 2 Land unless and until the Owner has obtained the Council's approval in writing for the Accessible and Adaptable Dwellings (Additional) Affordable Housing Scheme (Additional) the Affordable Housing Plan (Additional) the Accessible and Adaptable Dwellings (Additional) and the Wheelchair User Dwellings (Additional) for those Dwellings to be erected on the Phase 2 Land
- 2.14 Prior to the Commencement of Development on the Phase 3 Land to submit to the Council the Affordable Housing Scheme (Additional) the Affordable Housing Plan (Additional) details of the proposed Accessible and Adaptable Dwellings (Additional) and the proposed Wheelchair User Dwellings (Additional) for those Dwellings to be erected on the Phase 3 Land and for the avoidance of doubt the same Dwelling may be both an Accessible and Adaptable Dwelling (Additional) and an Affordable Rent Unit (Additional) or a Shared Home Ownership Unit (Additional) or alternatively an Accessible and Adaptable Dwelling (Additional) may be an Open Market Dwelling

- 2.15 not to Commence Development on the Phase 3 Land unless and until the Owner has obtained the Council's approval in writing for the Affordable Housing Scheme (Additional) the Affordable Housing Plan (Additional) the Accessible and Adaptable Dwellings (Additional) and the Wheelchair User Dwellings (Additional) for those Dwellings to be erected on the Phase 3 Land
- 2.16 to construct and Practically Complete the approved Accessible and Adaptable Dwellings (Additional) and linked allocated car parking space/s in accordance with the Accessible and Adaptable Standard and the national standards applicable to the Accessible and Adaptable Dwellings (Additional) at the date the details of the proposed Accessible and Adaptable Dwellings (Additional) are approved by the Council pursuant to paragraph 2.12 or paragraph 2.14 of this schedule (as applicable) and at the Owner's own cost
- 2.17 to construct and Practically Complete the approved Wheelchair User Dwellings (Additional) and linked allocated car parking space/s in accordance with the Wheelchair User Standard and the national standards applicable to the Wheelchair User Dwellings (Additional) at the date the details of the proposed Accessible and Adaptable Dwellings (Additional) are submitted for approval pursuant to paragraph 2.12 or paragraph 2.14 of this schedule (as applicable) and at the Owner's own cost
- 2.18 to fit out and Practically Complete each approved Wheelchair User Dwellings (Additional) at the Owner's own cost to the relevant Wheelchair User Dwelling Standard prior to the anticipated date of first Occupation of the relevant Wheelchair User Dwelling (Additional)
- 2.19 to retain the Accessible and Adaptable Dwellings (Additional) and any linked car parking space/s as constructed in accordance with paragraph 2.16 of this schedule unless the Council agrees otherwise in writing
- 2.20 to retain the Wheelchair User Dwellings (Additional) and any linked car parking space/s as constructed in accordance with paragraph 2.17 of this schedule unless the Council agrees otherwise in writing
- 2.21 to pay the Council's reasonable administration staff costs legal fees disbursements and surveyors costs incurred by the Council in connection with the approval of the Accessible and Adaptable Dwellings (Additional) Affordable Housing Scheme (Additional) the Affordable Housing Plan (Additional) and the Wheelchair User Dwellings (Additional) any inspection of the Accessible and Adaptable Dwellings (Additional) and linked car parking spaces and Wheelchair User Dwellings (Additional) and linked car parking spaces

2.22 to construct and Practically Complete the Affordable Rent Units (Additional) and the Shared Ownership Units (Additional) in accordance with the Reserved Matters approval approved Affordable Housing Scheme (Additional) and the approved Affordable Housing Plan (Additional)

2.23 not to Occupy or permit the Occupation of more than seventy five 75% of the Open Market Dwellings on the Phase 2 Land until:

2.23.1 All of the Accessible and Adaptable Dwellings (Additional) Affordable Rent Units (Additional) the Shared Ownership Units (Additional) and Wheelchair User Dwellings (Additional) approved pursuant to the Affordable Housing Scheme(s) (Additional) and the Affordable Housing Plan(s) (Additional) for the Phase 2 Land have achieved Practical Completion and have been made ready for residential Occupation

2.23.2 the freehold of the Affordable Housing Land (Additional) forming part of the Phase 2 Land has been transferred to the Registered Provider of Social Housing (in the case of flats garages and car parks a Long Lease may be granted instead if the Registered Provider of Social Housing agrees)

2.24 not to Occupy or permit the Occupation of more than seventy five 75% of the Open Market Dwellings on the Phase 3 Land until:

2.24.1 All of the Accessible and Adaptable Dwellings (Additional) Affordable Rent Units (Additional) the Shared Ownership Units (Additional) and Wheelchair User Dwellings (Additional) approved pursuant to the Affordable Housing Scheme(s) (Additional) and the Affordable Housing Plan(s) (Additional) for the Phase 3 Land have achieved Practical Completion and have been made ready for residential Occupation

2.24.2 the freehold of the Affordable Housing Land (Additional) forming part of the Phase 3 Land has been transferred to the Registered Provider of Social Housing (in the case of flats garages and car parks a Long Lease may be granted instead if the Registered Provider of Social Housing agrees)

3. Affordable Rent Units (Phase 1 Land) and Affordable Rent Units (Additional)

The Owner covenants as follows:

- 3.1 Not to Occupy or permit the Occupation of any Affordable Rent Unit (Phase 1 Land) or Affordable Rent Unit (Additional) other than
 - 3.1.1 by a tenant of a Registered Provider of Social Housing and at rents (including service charges, if applicable)
 - 3.1.2 which in total are no more than eighty percent (80%) of the local market rent
- 3.2 Not to let an Affordable Rent Unit (Phase 1 Land) or an Affordable Rent Unit (Additional) other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing.

4 Shared Ownership Unit (Phase 1 Land) and Shared Ownership Unit (Additional)

The Owner covenants as follows:

- 4.1 Not to Occupy or permit the Occupation of a Shared Ownership Unit (Phase 1 Land) or a Shared Ownership Unit (Additional) other than by a leaseholder of a Registered Provider of Social Housing under a Shared Ownership Lease
- 4.2 not to permit the Occupation of or lease a Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) unless they have first been marketed through the local "Help to Buy" agent (or the agent for any successor arrangement).

5 Exclusions

The obligations in this schedule are subject to the following:

- 5.1 In the event that the Registered Provider of Social Housing is unable to lease a Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional), after having marketed the Shared Ownership Unit (Phase 1 Land) and/or Shared Ownership Unit (Additional) for not less than Three (3) months and has not been able to identify a purchaser the Registered Provider of Social Housing shall be able to let that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) as an Affordable Rent Unit (Phase 1 Land) or an Affordable Rent Unit (Additional) subject to the provisions of paragraph

3 of this schedule instead. The Registered Provider of Social Housing shall notify the Council's Head of Housing in writing with a minimum of Twenty Eight (28) days' notice of any the letting of any such unit as an Affordable Rent Unit (Phase 1 Land) or an Affordable Rent Unit (Additional)

5.2 The Council shall not enforce the obligations in this schedule against:

- (a) Any mortgagee or chargee of the Registered Provider of Social Housing or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the Affordable Housing Land (Phase 1 Land) or the Affordable Housing Land (Additional) (or part thereof) (or both thereof) ("Chargee"); or
- (b) Any person (other than a Registered Provider of Social Housing) deriving title from a Chargee;

PROVIDED THAT any such Chargee:

- (i) shall have first given written notice to the Council that a power of sale had become exercisable in respect of the Affordable Housing Land (Phase 1 Land) or the Affordable Housing Land (Additional) (or part thereof) (or both thereof); and
- (ii) shall have used reasonable endeavours over a period of twelve (12) weeks from the date the Council received written notice to complete the transfer of the Affordable Housing Land (Phase 1 Land) or the Affordable Housing Land (Additional) (or part thereof) (or both thereof) to a Registered Provider of Social Housing or to the Council.

For the avoidance of doubt, if the transfer to the Registered Provider of Social Housing or the Council has not been completed within twelve (12) weeks from the date the Council received the written notice set out in 5.2 (b)(i), the Chargee (and any person deriving title from them, except for a Registered Provider of Social Housing) shall be entitled to dispose of that part of the Affordable Housing Land (Phase 1 Land) or Affordable Housing Land (Additional) or both free from the obligations in this schedule which shall cease to apply to that land/building(s).

Nothing in this paragraph 5.2 requires the Chargee to act contrary to its legal duties or to sell that land for less than the amount due and

outstanding in relation to the Affordable Housing Land (Phase 1 Land) or the Affordable Housing Land (Additional) (or part thereof) (or both thereof) under the terms of the relevant security documentation up to the date the Chargee disposes of that land (including all accrued principal monies, interest, costs and expenses).

5.3 In the event that a mortgagee or chargee of a leaseholder of a Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) or any receiver (including an administrative receiver) appointed by such mortgagee or chargee (**“the Leasehold Chargee”**) seeks to enforce its security in relation to the Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) it shall EITHER:

- (a) (i) give written notice to the Council that a power of sale has become exercisable in respect of the lease of that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) and that the Leasehold Chargee shall be exercising the right to staircase to one hundred percent (100%) ownership under the lease of that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional); and
- (ii) then exercise the right to staircase to 100% ownership under the lease of that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) and sell it free from the obligations in this schedule which shall cease to apply to that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) pursuant to paragraph 5.5.

OR:

- (b) (i) give written notice to the Council that the power of sale of the lease of a Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) has become exercisable; and
- (ii) use reasonable endeavours to complete the disposal of the lease of that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) to a person who qualifies for occupation of a Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) under the Council's current arrangement for the occupation of such a unit (**“Qualifying Occupant”**) within a period of twelve (12) weeks from the date the Council received the written notice under paragraph 5.3(b) (i); and

- (ii) If the Leasehold Chargee has not completed the transfer of the lease of the Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) to a Qualifying Occupant within twelve (12) weeks from the date the Council received the written notice in paragraph 5.3(b) (i) the Leasehold Chargee (and any person deriving title from them, except a Qualifying Occupant who has exchanged contracts with the Leasehold Chargee within the twelve (12) week period referred to) shall be entitled to dispose of the lease of that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) free from the obligations in this schedule which shall cease to bind the proprietor of the lease to that Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional).

Nothing in this paragraph 5.3 requires the Leasehold Chargee to act contrary to its legal duties.

- 5.4 The covenants ceasing to apply to any Affordable Rent Unit (Phase 1 Land) or Affordable Rent Unit (Additional) where that unit has been purchased by a tenant under the right to buy or the right to acquire or under the voluntary rights to purchase pursuant to the terms of the Housing and Planning Act 2016
- 5.5 The covenants ceasing to apply to a Shared Ownership Unit (Phase 1 Land) or Shared Ownership Unit (Additional) where the leaseholder (or the Leasehold Chargee enforcing its security) has staircased to one hundred percent (100%) ownership under their lease.

Schedule 4 Allotments Contribution

1. Definitions

1.1 In this schedule the following words shall unless have the following meaning in addition to the definitions provided in clause 1 of this deed:

Allotments Contribution 1	the sum of nineteen thousand and eight pounds (£19,008) (£66 x Full Dwelling Scheme) maintenance costs to be applied in the event of receipt towards the maintenance of existing allotments within the urban area of Ashford
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Allotments Contribution 2	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 2 Land by sixty six pounds (£66) per Dwelling for maintenance to be applied in the event of receipt towards the maintenance of existing allotments within the urban area of Ashford
Allotments Contribution 3	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 3 Land by sixty six pounds (£66) per Dwelling for maintenance to be applied in the event of receipt towards the maintenance of existing allotments within the urban area of Ashford
Index	the Output Price Indices for Public Works as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or successor organisation

2. Owner's Covenants

2.1 The Owner agrees with the Council as follows:

- 2.1.1. to pay the Allotments Contribution 1 to the Council prior to the Occupation of the four hundredth (400th) Dwelling
 - 2.1.2. to pay the Allotments Contribution 2 to the Council prior to the Occupation of the four hundredth (400th) Dwelling
 - 2.1.3. to pay the Allotments Contribution 3 to the Council prior to the Occupation of the four hundredth (400th) Dwelling
- 2.2. not to Occupy or permit the Occupation of more than four hundred (400) Dwellings until the payments referred to in paragraph 2.1.1 2.1.2 and 2.1.3 have been paid in full to the Council
- 2.3. to pay the Allotments Contribution 1, Allotments Contribution 2 and the Allotments Contribution 3 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1.1 2.1.2 and 2.1.3 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \times \begin{array}{l} \text{index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 225)} \end{array} \times \begin{array}{l} \text{Allotments} \\ \text{Contribution} \\ \text{1/Allotments} \\ \text{Contribution} \\ \text{2/Allotments} \\ \text{Contribution 3} \\ \text{(as} \\ \text{appropriate)} \end{array}$$

2.5 In the event that the Index ceases to be published to pay the Allotments Contribution 1, Allotments Contribution 2 and Allotments Contribution 3 increased using the Index until such the cessation of such Index, and thereafter such replacement index as the Council reasonably considers a comparable index.

3. Council's Covenants

The Council agrees with the Owner that in the event that the Allotments Contribution 1 or the Allotments Contribution 2 or the Allotments Contribution 3 has not been committed towards the purpose set out in this schedule within ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site then the Council will on the written request by the person who paid each instalment of the Allotment Contribution repay the balance of any sums not committed to the person who paid that instalment

Schedule 5 Strategic Highways Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Strategic Highway	Junction 10A of the M20
Strategic Highway Contribution	the sum of one million seven hundred and forty seven thousand eight hundred and twenty seven pounds and fifty pence (£1,747,827.50) to be applied in the event of receipt as a contribution towards the construction of the Strategic Highway

Strategic Highways Contribution Payer	the person who paid the Strategic Highways Contribution or part thereof to the Council
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2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. to pay one third (1/3rd) of the Strategic Highway Contribution to the Council prior to the Occupation of the three hundred and fiftieth (350th) Dwelling
 - 2.2. to pay a further one third (1/3rd) of the Strategic Highway Contribution to the Council prior to the Occupation of the five hundredth (500th) Dwelling
 - 2.3. to pay the final one third (1/3rd) of the Strategic Highway Contribution prior to the Occupation of the six hundred and fiftieth (650th) Dwelling
 - 2.4. not to Occupy or permit the Occupation of more than three hundred and fifty (350) Dwellings prior to the payment referred to in paragraph 2.1 being paid in full to the Council
 - 2.5. not to Occupy or permit the Occupation of more than five hundred (500) Dwellings prior to the payment referred to in paragraph 2.2 being paid in full to the Council
 - 2.6. not to Occupy or permit the Occupation of more than six hundred and fifty Dwellings prior to the payment referred to in paragraph 2.3 being paid in full to the Council
3. The Council agrees with the Owner that in the event that the Strategic Highways Contribution has not been committed towards the delivery of the Strategic Highway within ten (10) years of receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site and the Council have at that time made a full repayment of the total cost of the forward funding for the Strategic Highway to Homes England then the Council will at the written request and at the cost of the Strategic Highways Payer:
- (a) to undertake a review of contributions to the Strategic Highway received from all sites in the Borough but not committed towards the Strategic Highway such review to include consideration of a fair and equitable repayment of any part of the Strategic Highway Contribution which is no longer required to fund the Strategic Highway

(b) to provide the Strategic Highways Payer with a reasonable opportunity to make representations in respect of any review and to pay proper regard to any such representation made

(c) if appropriate following any review carried out to repay the Strategic Highways Payer a fair and equitable proportion of the Strategic Highways Contribution which is no longer required to deliver the Strategic Highway

Schedule 6 Indoor Sports Building Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Ashford Hub	as defined in the Council's Ashford Local Plan 2030, 'The Hub Approach' (paras 10.39 – 10.47 and policy COM2
Indoor Sports Building	The Stour Centre Station Approach Ashford TN23 1ET or other indoor sports facility at an Ashford Hub
Indoor Sports Contribution (Phase 1 Land)	the sum of one hundred and thirty thousand six hundred and eighty six pounds (£130,686) to be applied in the event of receipt towards improvements to the Indoor Sports Building
Indoor Sports Contribution (Phase 2 Land)	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 2 Land by four hundred and fifty two pounds and twenty pence (£452.20) per Dwelling to be applied in the event of receipt towards improvements to the Indoor Sports Building
Indoor Sports Contribution (Phase 3 Land)	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 3 Land by four hundred

	and fifty two pounds and twenty pence (£452.20) per Dwelling to be applied in the event of receipt towards improvements to the Indoor Sports Building
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Indoor Sports Contribution (Phase 1 Land) to the Council prior to the Occupation of the four hundredth (400th) Dwelling
- 2.2. To pay the Indoor Sports Contribution (Phase 2 Land) and the Indoor Sports Contribution (Phase 3 Land) to the Council prior to the Occupation of the four hundredth (400th) Dwelling
- 2.3. Not to Occupy or permit the Occupation of more than four hundred (400) Dwellings until the Indoor Sports Contribution (Phase 1 Land) has been paid in full to the Council
- 2.4. Not to Occupy or permit the Occupation of more than four hundred (400) Dwellings until the Indoor Sports Contribution (Phase 2 Land) and the Indoor Sports Contribution (Phase 3 Land) has been paid in full to the Council
- 2.5. To pay the Indoor Sports Contribution (Phase 1 Land), the Indoor Sports Contribution (Phase 2 Land) and the Indoor Sports Contribution (Phase 3 Land) payable in accordance with paragraphs 2.1 and 2.2 of this schedule index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) + \left(\begin{array}{l} \text{Index figure last} \\ \text{published for that} \\ \text{Index before the} \\ \text{first quarter of} \\ \text{2020} \end{array} \right) \times \left(\begin{array}{l} \text{Indoor Sports} \\ \text{Contribution (Phase} \\ \text{1 Land)/Indoor} \\ \text{Sports Contribution} \\ \text{(Phase 2} \\ \text{Land)/Indoor Sports} \\ \text{Contribution (Phase} \\ \text{3 Land)} \end{array} \right)$$

3. Councils Covenants

The Council agrees with the Owner that in the event that the Indoor Sports Contribution (Phase 1 Land) or Indoor Sports Contribution (Phase 2 Land) or Indoor Sports Contribution (Phase 3 Land) has not been committed towards the purpose set out in this schedule within ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site then the Council will on the written request by the person who paid that instalment repay the balance of any sums not committed to the person who paid that instalment

Schedule 7 Community Learning Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Community Learning	towards the provision of an adult education outreach service, including IT and equipment, in the vicinity of the Development
Community Learning Contribution	Community Learning Contribution 1 Community Learning Contribution 2 and Community Learning Contribution 3
Community Learning Contribution 1	means the sum of nine thousand nine hundred and twenty one pounds and sixty pence (£9,921.60) (£34.45 x Full Dwelling Scheme) to be applied in the event of receipt towards the provision of Community Learning
Community Learning Contribution 2	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be delivered on the Phase 2 Land by thirty

	four pounds and forty five pence (£34.45) per Dwelling to be applied in the event of receipt towards the provision of the Community Learning
Community Learning Contribution 3	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be delivered on the Phase 3 Land by thirty four pounds and forty five pence (£34.45) per Dwelling to be applied in the event of receipt towards the provision of the Community Learning
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

2.1 The Owner agrees with the County Council as follows:

- 2.1.1 to pay fifty percent (50%) of the Community Learning Contribution 1 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 1 Land
- 2.1.2 to pay the balance fifty percent (50%) of the Community Learning Contribution 1 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 1 Land
- 2.2 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 1 Land until the payment referred to in paragraph 2.1.1 has been paid in full to the County Council
- 2.3 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 1 Land until the payment referred to in paragraph 2.1.2 has been paid in full to the County Council
- 2.4 to pay the Community Learning Contribution 1 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1.1 and 2.1.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution 1} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.5 In the event that the Index ceases to be published to pay the Community Learning Contribution 1 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

2.6 The Owner further agrees with the County Council as follows:

2.6.1 to pay fifty percent (50%) of the Community Learning Contribution 2 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 2 Land

2.6.2 to pay the balance fifty percent (50%) of the Community Learning Contribution 2 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 2 Land

2.7 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.6.1 has been paid in full to the County Council

2.8 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.6.2 has been paid in full to the County Council

2.9 to pay the Community Learning Contribution 2 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.6.1 and 2.6.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution 2} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.10 In the event that the Index ceases to be published to pay the Community Learning Contribution 2 increased using the Index until such the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

2.11 The Owner further agrees with the County Council as follows:

2.11.1 to pay fifty percent (50%) of the Community Learning Contribution 3 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 3 Land

2.11.2 to pay the balance fifty percent (50%) of the Community Learning Contribution 3 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 3 Land

2.12 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.11.1 has been paid in full to the County Council

2.13 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.11.2 has been paid in full to the County Council

2.14 to pay the Community Learning Contribution 3 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.11.1 and 2.11.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016} - \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution 3} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.15 in the event that the Index ceases to be published to pay the Community Learning Contribution 3 increased using the Index until such the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

3. County Council Covenant

The County Council agrees with the Owner that in the event that the Community Learning Contribution has not been committed towards the purpose set out in this schedule within ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site then the County Council will on the receipt of a written request by the person who paid the sum repay the balance of any sums not committed to the person who paid those sums.

Schedule 8 Health Care Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

CCG	The Ashford Clinical Commissioning Group of Inca House Trinity Road Ashford Kent TN25 4AB or any successor health authority for the area in which the Site is situated
Health Care Facility	Sydenham House Medical Practice Mill Court Ashford TN24 8DN or another project with the Ashford Urban Primary Care Network Area.
Health Care Contribution	means the sum of Five hundred and thirty four thousand five hundred and twenty eight pounds (£534,528) calculated by multiplying the Seven hundred and twenty five (725) Dwellings x £737.28 (seven hundred and thirty seven pounds and twenty eight pence) to be applied in the event of receipt towards the expansion of the Health Care Facility
Index	shall mean the All-in Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

2.1 The Owner agrees with the Council as follows:

- 2.1.1 to pay One hundred and thirty three thousand six hundred and thirty two pounds (£133,632) of the Health Care Contribution to the Council prior to the Occupation of the seventy fifth (75th) Dwelling
- 2.1.2 to pay One hundred and thirty three thousand six hundred and thirty two pounds (£133,632) of the Health Care Contribution to the Council prior to the Occupation of the one hundred and fiftieth (150th) Dwelling

- 2.1.3 to pay One hundred and thirty three thousand six hundred and thirty two pounds (£133,632) of the Health Care Contribution to the Council prior to the Occupation of the two hundredth twenty and fifth (225th) Dwelling
- 2.1.4 to pay One hundred and thirty three thousand six hundred and thirty two pounds (£133,632) of the Health Care Contribution to the Council prior to the Occupation of the three hundredth (300th) Dwelling
- 2.1.5 not to Occupy or permit the Occupation of the seventy fifth (75th) Dwelling until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.1.6 not to Occupy or permit the Occupation of the one Hundred and fiftieth (150th) Dwelling until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.1.7 not to Occupy or permit the Occupation of the two hundred and twenty fifth (225th) Dwelling until the payments referred to in paragraph 2.1.3 has been paid in full to the Council
- 2.1.8 not to Occupy or permit the Occupation of the three hundredth (300th) Dwelling until the payment referred to in paragraph 2.1.4 has been paid in full to the Council
- 2.1.9 to pay the Health Care Contribution payable in accordance with paragraphs 2.1.1, 2.1.2, 2.1.3 and 2.1.4 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure or the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) * \begin{array}{l} \text{index figure last} \\ \text{published for that} \\ \text{index before the} \\ \text{date of the} \\ \text{Council's Planning} \\ \text{resolution} \\ \text{approving the} \\ \text{Planning} \\ \text{Application} \end{array} \right) * \text{Health Care} \\ \text{Contribution}$$

2.1.15 In the event that the Index ceases to be published to pay the Health Care Contribution increased using the Index until such the cessation of such Index,

and thereafter such replacement index as the Council reasonably considers a comparable index.

3. Council's Covenants

The Council agrees with the Owner that in the event that the Health Care Contribution has not been committed by the CCG towards the purpose set out in this schedule within ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site and has been returned by the CCG to the Council then the Council will on the written request by the person who paid the instalment repay the balance of any sums not committed to the person who paid that instalment

Schedule 9

Amenity Open Space Children and Young People's Play Space Landscape Buffers and Tree Lined Verges

1. Definitions

1.1 In this schedule the following words shall have the following meanings in addition to the definitions provided in clause 1 of this deed:

Amenity Open Space (Phase 1A)	those areas shown marked a and coloured green on the Open Space Phasing Plan
Amenity Open Space (Phase 1B)	those areas marked a and coloured blue on the Open Space Phasing Plan
Amenity Open Space (Additional)	those areas marked a and coloured orange on the Open Space Phasing Plan
Appointed Professional Open Space	a suitably qualified professional person or organisation appointed by the Management Company at the Owner's cost and having valid professional indemnity insurance in the sum of not less than £5m per claim to inspect and advise the Management Company as to whether the Open Space Land (Phase 1 Land) and the Open Space Land (Additional) or any part thereof have been satisfactorily completed and to issue

	<p>the Provisional Certificate (Phase 1 Land) the Provisional Certificate (Additional) the Final Certificate (Phase 1 Land) and the Final Certificate (Additional) to the Management Company for any type or Phase (Sub) of land</p>
<p>Children and Young People's Play Space (Phase 1)</p>	<p>that area marked d and edged purple on the Open Space Phasing Plan being a minimum of 0.13 ha</p>
<p>Children and Young People's Play Space (Additional)</p>	<p>EITHER (A) a single area identified in the approved Open Space Land Scheme (Additional) calculated by multiplying the total number of Dwellings on Phase 1 Phase 2 and Phase 3 X 11.51 sqm Less the area of the Children and Young People's Play Space (Phase1) as agreed in the approved Open Space Land Scheme (Phase 1) Or (B) a minimum of 0.5 ha in a single area identified in the approved Open Space Land Scheme (Additional) accompanied by a contribution calculated in accordance with paragraph 3.19 of this schedule</p>
<p>Final Certificate (Phase 1 Land)</p>	<p>a certificate to be issued by the Appointed Professional Open Space to the Management Company and the Council on or after expiration of the Open Space Land Maintenance Period (Phase 1 Land) when a particular type or Phase of the Open Space Land (Phase 1 Land) has been satisfactorily maintained to the reasonable satisfaction of the Appointed Professional Open Space in accordance with the Open Space Land Scheme (Phase 1 Land)</p>

Final Certificate (Additional)	a certificate to be issued by the Appointed Professional Open Space to the Management Company and the Council on or after expiration of the Open Space Land Maintenance Period (Additional) when a particular type or Phase (Sub) of the Open Space Land (Additional) has been satisfactorily maintained to the reasonable satisfaction of the Appointed Professional Open Space in accordance with the Open Space Land Scheme (Additional)
Index	The Capital Output Price Indices for Public Works published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index Linked	Adjusted in accordance with the provisions of paragraph 3.19 of this schedule
Landscaped Buffers (Phase 1A)	those areas marked with b and coloured green on the Open Space Phasing Plan
Landscape Buffers (Phase 1B)	those areas marked with b and coloured blue on the Open Space Phasing Plan
Landscape Buffers (Additional)	those areas marked with b and coloured orange on the Open Space Phasing Plan
Management Company	<p>a company set up for the purpose of managing the Open Space Land (Phase 1 Land) and/or the Open Space Land (Additional) registered at Companies House using the constitutional documentation approved by the Council pursuant to paragraphs 2.3 or 3.3 of this schedule and which shall</p> <ul style="list-style-type: none"> i. be limited by guarantee; and ii. be open to membership by <ul style="list-style-type: none"> (a) any freehold or leasehold (other than a reversionary freehold or leasehold due to an

	<p>extant lease and/or underlease) owner of a Dwelling and</p> <p>(b) any occupier of a Dwelling under a tenancy granted by a Registered Provider of Social Housing owning any of the Affordable Housing Land (Phase 1 Land) and/or Affordable Housing Land (Additional) and</p> <p>(c) any Registered Provider of Social Housing owning any of the Affordable Housing Land (Phase 1 Land) and/or Affordable Housing Land (Additional); and</p> <p>iii. limit a Registered Provider of Social Housing's voting power in the Management Company to the same level as that of the freehold or leasehold owner of a single Dwelling regardless of the number of Dwellings in which it has the legal interest in the Affordable Housing Land (Phase 1 Land) and/or Affordable Housing Land (Additional); and</p> <p>iv. subject thereto enable full and equal participation by all owners of Dwellings and any Registered Providers of Social Housing owning any of the Affordable Housing Land (Phase 1 Land) and/or Affordable Housing Land (Additional) in any strategic decision making by the Management Company related to the Open Space Land (Phase 1 Land) and/or Open Space Land (Additional) as approved by the Open Space Land Scheme (Phase 1 Land) and/or the Open Space Land Scheme (Additional) and any ongoing maintenance, management and monitoring requirements of the same; and</p>
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	v. be accountable to owners of Dwellings and any Registered Providers of Social Housing of the Affordable Housing Land (Phase 1 Land) and/or the Affordable Housing Land (Additional).
Open Space Land (Phase 1 Land)	together the Amenity Open Space (Phase 1A) the Amenity Open Space (Phase 1B) The Children and Young People's Play Space (Phase 1) the Landscape Buffers (Phase 1A) the Landscape Buffers (Phase 1B) and the Tree Lined Verges (Phase 1) which together are to be provided and laid out as open space for public use in accordance with the provisions set out in this schedule
Open Space Land (Additional)	together the Amenity Open Space (Additional) Children and Young People's Play Space (Additional) the Landscaped Buffers (Additional) and the Tree Lined Verges (Additional) which together are to be provided and laid out as open space for public use in accordance with the provisions set out in this schedule
Open Space Land Maintenance Period (Phase 1 Land)	a period of twelve (12) months from the date of issue of the Provisional Certificate (Phase 1 Land) for the Open Space Land (Phase 1 Land) or such longer period of time until the transfer is completed to the Management Company
Open Space Land Maintenance Period (Additional)	a period of Twelve (12) months from the date of issue of the Provisional Certificate (Additional) for the Open Space Land (Additional) or such longer period of time until the transfer is completed to the Management Company

Open Space Land Scheme (Phase 1 Land)

a scheme:

i. showing by way of a scale plan at not less than 1:1250 the proposed areas and locations of the Open Space Land (Phase 1 Land) across the Phase 1 Land; comprising at least the areas shown on the Open Space Phasing Plan (with or without other land identified as added to one of the types of Open Space Land (Phase 1 Land) and

ii. detailing how the Open Space Land (Phase 1 Land) will be laid out constructed phased and delivered and thereafter maintained managed and renewed including provision and timing for grass cutting, pruning of trees and shrubs and hedges, removal of weeds and dead plant material, removal of rubbish graffiti debris and litter, maintenance of any walls and fences and footpaths and boundaries in good condition, replacement of any plants that may have died or are otherwise removed and all other activities, and

iii. which sets out the detailed technical specification of all the works to be carried out on the Open Space Land (Phase 1 Land) (including a soft landscaping plan and levels)

iv. which separately sets out the detailed technical specification of all the works to be carried out related to the provision of the Children and Young People's Play Space (Phase 1 Land) (with levels) the manufacturers' guarantees /warranties to be provided and the safety inspections to be carried out

v. which sets out the estimated maintenance management and renewal costs of the Open Space Land (Phase 1

	<p>Land) and details of the ongoing funding and / or endowment of the Management Company to ensure such maintenance/management/renewal and</p> <p>vi. setting out a mechanism for the review by the Council periodically if necessary in consultation with the Management Company and where necessary the amendment of the approved Open Space Land Scheme (Phase 1 Land) if it is deemed necessary to ensure that the Open Space Phase 1 Land is fit to use for its intended purpose and</p> <p>vi. which otherwise complies with the Council's Public Green Spaces and Water Environment Supplementary Planning Document (SPD) adopted July 2012 or such other SPD in force at the time the scheme is submitted to the Council as supersedes the SPD of July 2012; and</p> <p>which scheme is to be approved in writing by the Council pursuant to paragraph 2.1 of this schedule and may be amended as agreed in writing between the Owner and the Council from time to time</p>
<p>Open Space Land Scheme (Additional)</p>	<p>a scheme :</p> <p>i. showing by way of a scale plan at not less than 1:1250 the proposed areas and location of the Open Space Land (Additional) comprising at least the areas shown on the Open Space Phasing Plan (with or without other land identified as added to one of the types or Phases (Sub) of Open Space Land (Additional) and</p> <p>ii. detailing how the Open Space Land (Additional) will be laid out, constructed phased and delivered and thereafter maintained managed and renewed including provision and timings for grass</p>

cutting, pruning of trees and shrubs and hedges, removal of weeds and dead plant material, removal of rubbish graffiti debris and litter, maintenance of any walls and fences and footpaths and boundaries in good condition, replacement of any plants that may have died or are otherwise removed); and all other activities and

iii. which sets out the detailed technical specification of all the works to be carried out on the Open Space Land (Additional) including a soft landscaping plan and levels; and

iv. which separately sets out the detailed technical specification of all the works to be carried out related to the provision of the Children and Young People's Play Space (Additional) (with levels) and the manufacturers guarantees/warranties to be provided and the safety inspections to be carried out and

v. which sets out the estimated maintenance management and renewal costs of the Open Space Land (Additional); and details of the ongoing funding/endowment of the Management Company to ensure such maintenance/management/renewal and

vi. setting out a mechanism for the review by the Council periodically if necessary in consultation with the Management Company and where necessary the amendment of the approved Open Space Land Scheme (Additional) if it is deemed necessary to ensure that the Open Space Land (Additional) is fit to use for its intended purpose and

vii. which otherwise complies with the Council's Public Green Spaces and Water

	Environment Supplementary Planning Document (SPD) adopted July 2012 or such other SPD in force at the time the scheme is submitted to the Council as supersedes the SPD of July 2012 ; and which scheme is to be approved in writing by the Council pursuant to paragraph 3.1 of this schedule and may be amended as agreed in writing between the Owner and the Council from time to time
Open Space Phasing Plan	Drawing number 2940-041G March 2020 appended to this Deed
Phase (Sub)	a sub phase approved in the Open Space Land Scheme (Phase1 Land) or Open Space Land Scheme (Additional)
Provisional Certificate (Phase 1 Land)	a certificate issued by the Appointed Professional Open Space to the Management Company and the Council when it is satisfied that a particular type or Phase (Sub) of land within the definition of the Open Space Land (Phase 1 Land) has been laid out equipped and completed in accordance with the approved Open Space Land Scheme (Phase 1 Land) and is safe and useable by the public.
Provisional Certificate (Additional)	a certificate issued by the Appointed Professional Open Space to the Management Company and the Council when it is satisfied that a particular type or Phase (Sub) of land within the definition of the Open Space Land (Additional) has been laid out equipped and completed in accordance with the approved Open Space Land Scheme (Additional) and is safe and useable by the public.;
SDLT	stamp duty land tax



Transfer Form

A transfer in Form TP1 (or such other Land Registry updated version in use at the time of the relevant transfer) to the Management Company with vacant possession and full title guarantee of the entire freehold title to the type or Phase (Sub) which:

i. contains provisions in accordance with the approved Open Space Land Scheme (Phase 1 Land) or the Open Space Land Scheme (Additional) as appropriate

ii. is free from any right of pre-emption or option agreement

iii. is free from any mortgage, charge, lien or similar encumbrance

iv. is free from any lease, licence or other third party interest save for any third party interest which the Council have approved in writing acting reasonably

v. is made subject to a restrictive covenant which prohibits the use of the relevant land for any purpose other than public recreation and amenity for the non exclusive use of the Development

vi. includes all usual and necessary rights of way to and from adopted public highways with or without vehicles and other rights over adjoining land for the benefit of the relevant land to ensure that the Management Company can fulfil its responsibilities

vii. reserves in favour of the Owner for the benefit of the Development only any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services

viii. declares that boundary structures between the relevant land and the Dwellings which adjoin it shall belong to and

	<p>be maintained by the owners of those Dwellings</p> <p>ix. is for consideration of One pound (£1) and</p> <p>x. contains covenants for the benefit of the Council that the Management Company will manage renew and maintain the relevant land in accordance with the approved Open Space Land Scheme (Phase 1 Land) or Open Space Land Scheme (Additional) as appropriate and will use all reasonable endeavours to collect all relevant contributions towards the costs and expenses incurred by it and will not dispose of the relevant land without the prior written consent of the Council unless the whole of the Development shall have been demolished</p>
Tree Lined Verges (Phase 1 Land)	<p>all those parts of the Phase 1 Land comprising verges and all areas (not to be publicly adopted or privately owned) in and around the Dwellings on the Phase 1 Land as shown marked c and coloured green on the Open Space Phasing Plan or such other areas the exact position of which is to be agreed by the Council as part of the approved Open Space Land Scheme (Phase 1 Land)</p>
Tree Lined Verges (Additional)	<p>all those parts of the Site outside of the Phase 1 Land comprising verges and all areas (not to be publicly adopted or privately owned) in and around the Dwellings on the Site outside of the Phase 1 Land as shown marked c and coloured orange on the Open Space Phasing Plan or such other areas the exact position of which is to be agreed by the Council as part of the approved Open Space Land Scheme (Additional)</p>

2. Owner's Covenants

The Owner covenants with the Council:

- 2.1 Not to cause or permit the Commencement of the Development until the Open Space Land Scheme (Phase 1 Land) has been submitted to and approved in writing by the Council
- 2.2 To lay out and provide the approved Open Space Land (Phase 1 Land) on the Phase 1 Land in accordance with the approved Open Space Land Scheme (Phase 1 Land)
- 2.3 Not to cause or permit the Commencement of Development on the Phase 1 Land except for the construction of the access road from Willesborough Road any electricity substation drains and utility services until
 - (i) the constitutional documentation for the Management Company and
 - (ii) the details of any legal and/or conveyancing mechanisms necessary to secure that:
 - (a) the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling on the Phase 1 Land (including their successors in title) will be members of the Management Company and any Registered Provider of Social Housing who owns any of the Affordable Housing Land (Phase 1 Land) will be a member of the Management Company; and
 - (b) the purchaser or lessee and each subsequent freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling (including their successors in title from time to time) will throughout their ownership thereof be a member of the Management Company with an equal voting right to that of each other and that the registered title for that Dwelling at HM Land Registry will record in an appropriate manner the implementation of such mechanisms and
 - (c) the transfer lease or other legal documentation for the Dwelling includes the following direct covenants by the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling with the Management Company:-

(x) to become a member of the Management Company and to be bound by the constitution of the Management Company and to abide by any regulations made by it; and

(y) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring managing repairing maintaining and renewing the Open Space Land (Phase 1 Land) in accordance with the approved Open Space Land Scheme (Phase 1 Land)OR where the same Management Company is also set up for the purpose of managing the Open Space Land (Additional) the proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring managing repairing maintaining and renewing the Open Space Land (Phase 1 Land) in accordance with the Open Space Land Scheme (Phase 1 Land) and the Open Space Land (Additional) in accordance with the relevant approved Open Space Land Scheme (Additional) where the proportion of the said costs and expenses payable shall be calculated on a fair and reasonable basis across all Dwellings within the Phase 1 Land and the Phase 2 Land and the Phase 3 Land ; and

- (d) upon any subsequent transfer lease assignment or other disposal of a Dwelling the incoming owner lessee or similar shall enter into direct covenants with the Management Company in the form of paragraphs (x) and (y) above and the disposal cannot be registered unless it secures the continuance of these arrangements and
- (e) in the case of each Dwelling which adjoins any part of the Open Space Land (Phase 1 Land) the transfer lease or other legal documentation declares that the boundary structures between the Open Space Land (Phase 1 Land) and that Dwelling shall belong to and be maintained by the owner or lessee of that Dwelling and
- (iii) details of any rights to be granted in favour of the Management Company over any part of the Phase 1 Land other than the Open Space Land (Phase 1 Land) in order to ensure it can carry out and comply with the ongoing elements of the approved Open Space Land Scheme (Phase 1 Land) in perpetuity

have been submitted to and approved by the Council in writing (and where the relevant details have been submitted to the Council in writing together with up to date official copies and filed plans of the registered titles of the Phase 1 Land and a solicitor's undertaking to pay the relevant costs

pursuant to paragraph 2.16 (ii) whether or not the same are approved with or without amendment then the Council will use reasonable endeavours to respond with approval or required amendments within Twenty (20) Working Days of receipt by the Council by virtue of this obligation provided that the Council shall not be liable in damages by virtue of this obligation and such details may be amended as agreed in writing between the Owner and the Council from time to time

2.4 The Owner covenants with the Council not to Occupy nor to permit Occupation or dispose of any Dwelling on the Phase 1 Land :-

(i) Unless and until the Open Space Land Scheme (Phase 1 Land) has been submitted to and approved in writing by the Council and

(ii) Unless and until the Management Company has been incorporated at Companies House using the constitutional documentation approved by the Council and evidence of its incorporation and of its officers and members and of its endowment (if required by the approved Open Space Land Scheme (Phase 1 Land)) and of its assets and liabilities has been submitted to and approved in writing by the Council and

(iii) otherwise than in accordance with the requirements of the approved Management Company provisions and details and

(iv) the conveyancing mechanisms approved pursuant to paragraph 2.3 of this schedule have been implemented in respect of that Dwelling

2.5 To lay out the Tree Lined Verges (Phase 1) adjoining each Dwelling (if any) in accordance with the approved Open Space Land Scheme (Phase 1 Land) prior to the Occupation of that Dwelling or during the next planting season following the Occupation of that Dwelling and thereafter to arrange for a Provisional Certificate (Phase 1 Land) to be issued by the Appointed Professional Open Space to the Management Company and the Council


2.6 Not to cause or permit the Occupation of more than Seventy Five percent (75%) of the Dwellings on the Phase 1 Land until the Amenity Open Space (Phase 1A) The Children and Young People's Play Space (Phase 1) and the Landscape Buffers (Phase 1A) have been laid out provided and landscaped in accordance with the approved Open Space Land Scheme (Phase 1 Land) and a Provisional Certificate (Phase 1 Land) for the Amenity Open Space (Phase 1A)

The Children and Young People's Play Space (Phase 1) the Landscape Buffers (Phase 1A) have been issued by the Appointed Professional Open Space to the Management Company and to the Council

- 2.7 Not to cause or permit the Occupation of more than Two hundred and seventy (270) Dwellings on the Phase 1 Land until the Amenity Open Space (Phase 1B) and the Landscape Buffers (Phase 1B) have been laid out provided and landscaped in accordance with the approved Open Space Land Scheme (Phase 1 Land) and a Provisional Certificate (Phase 1 Land) for the Amenity Open Space (Phase 1B) and the Landscape Buffers (Phase 1B) have been issued by the Appointed Professional Open Space to the Management Company and the Council
- 2.8 After the Open Space Land (Phase 1 Land), or any type or Phase (Sub) thereof has been provided laid out and landscaped in accordance with the approved Open Space Land Scheme (Phase 1 Land) the Owner shall apply to the Appointed Professional Open Space in writing requesting issue of the Provisional Certificate (Phase 1 Land) to the Management Company in respect of the Open Space (Phase 1 Land) (or relevant type or Phase (Sub) thereof)
- 2.9 On receipt of the written request referred to in paragraph 2.8 of this schedule the Appointed Professional Open Space shall carry out an inspection of the Open Space Land (Phase 1 Land) or relevant type or Phase (Sub) thereof within Twenty (20) Working Days of receipt and if after inspection the Appointed Professional Open Space considers that the Open Space Land (Phase 1 Land) or relevant type or Phase (Sub) thereof has been satisfactorily provided laid out and landscaped in accordance with the Open Space Land Scheme (Phase 1 Land) the Appointed Professional Open Space shall issue the Provisional Certificate (Phase 1 Land) in respect of it within Twenty (20) Working Days of carrying out the inspection to the Management Company and to the Council
- 2.10 If after inspection of the Open Space (Phase 1 Land), the Appointed Professional Open Space acting reasonably considers that the Open Space (Phase 1 Land) or any type or Phase (Sub) thereof has not been provided laid

out and landscaped satisfactorily in accordance with the approved Open Space Land Scheme (Phase 1 Land) the Appointed Professional Open Space shall notify the Owner the Council and the Management Company of the outcome of the inspection within Twenty (20) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Appointed Professional Open Space to bring the relevant Open Space Land (Phase 1 Land) up to the standard required by the approved Open Space Land Scheme (Phase 1 Land) and the procedures referred to in paragraphs 2.8 to 2.10 of this schedule shall be repeated as often as necessary until a Provisional Certificate (Phase 1 Land) is issued in respect of the Open Space Land (Phase 1 Land) [or type or Phase (Sub) thereof.]

2.11 From the date of issue of the Provisional Certificate (Phase 1 Land) for the Open Space (Phase 1 Land) or any type or Phase (Sub) thereof:-

- (i) to make the relevant Open Space Land (Phase 1 Land) , and all the facilities on that Open Space Land (Phase 1 Land), available for use by the public as an open amenity or recreation area in accordance with the approved Open Space Land Scheme (Phase 1 Land) in perpetuity and to allow the public to have unrestricted access at all times to it, including the right to gain access to it over any roads and associated footways and footpaths on the Phase 1 Land (subject to the Owner being entitled to temporarily close a road from time to time for the movement of construction materials or equipment or a route of access for maintenance purposes provided that another route is available for the type of traffic concerned to ensure a safe route of access) and outside of the Phase 1 Land (but within the Site and subject to temporary closure as aforesaid) upon ~~Practical~~ Completion of the Development outside of the Phase 1 Land even if such roads footways and footpaths are in (or remain in) private ownership after the Development on the Phase 1 Land and/or after the land outside of the Phase 1 Land has ~~Practically~~ Completed; and 
- (ii) not to use or permit the use of the relevant Open Space Land (Phase 1 Land), for any purpose other than as public recreation or amenity areas; and
- (iii) to manage and maintain the relevant Open Space Land (Phase 1 Land), during the Open Space Land Maintenance Period (Phase 1

Land) in accordance with the approved Open Space Land Scheme (Phase 1 Land) including maintenance of all soft and hard landscaping built features lighting drainage and any other features, and to make good to the reasonable satisfaction of the Appointed Professional Open Space and the Management Company any damage or defects arising during the Open Space Land Maintenance Period (Phase 1 Land)

- 2.12 Twelve (12) months after the date of the Provisional Certificate (Phase 1 Land) to apply to the Appointed Professional Open Space for the issue of the Final Certificate (Phase 1 Land) for the relevant type or Phase (Sub) of the Open Space Land (Phase 1 Land) and continue to perform paragraph 2.11 until the Final Certificate (Phase 1 Land) is issued and the transfer of the relevant Open Space Land (Phase 1 Land) to the Management Company referred to below is completed
- 2.13 On receipt of the written request referred to in paragraph 2.12 of this schedule the Appointed Professional Open Space shall carry out an inspection of the Open Space Land (Phase 1 Land) (or type or Phase (Sub) thereof) within twenty (20) Working Days of receipt and if after inspection of the Open Space (Phase 1 Land) (or type or Phase (Sub) thereof) , the Appointed Professional Open Space acting reasonably considers that the Open Space (Phase 1 Land) or any type or Phase (Sub) thereof has not been provided laid out and landscaped managed maintained and made good satisfactorily in accordance with the approved Open Space Land Scheme (Phase 1 Land) the Appointed Professional Open Space shall notify the Owner the Council and the Management Company of the outcome of the inspection within Twenty (20) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Appointed Professional Open Space to bring the Open Space Land (Phase 1 Land) (or type or Phase (Sub) thereof) up to the standard required by the approved Open Space Land Scheme (Phase 1 Land) and the procedures referred to in paragraphs 2.12 to 2.14 of this schedule shall be repeated as often as necessary until a Final Certificate (Phase 1 Land) is issued in respect of the Open Space Land (Phase 1 Land) (or type or Phase (Sub) thereof)
- 2.14 if the Appointed Professional Open Space considers that the Open Space Land (Phase 1 Land) or type or Phase (Sub) thereof has been satisfactorily provided laid out and landscaped in accordance with the Open Space Land Scheme (Phase 1 Land) the Appointed Professional Open Space shall issue the Final Certificate (Phase 1 Land) in respect of the Open Space Land (Phase

1 Land) type or Phase (Sub) thereof within Twenty (20) Working Days of carrying out the inspection to the Management Company and the Council

2.15 To transfer the Open Space Land (Phase 1 Land) (or part or Phase (Sub) thereof) to the Management Company

as soon as reasonably practicable following the issue of the Final Certificate (Phase 1 Land) by the Appointed Professional Open Space

2.16. The transfer of the Open Space Land (Phase 1 Land) (or part or Phase (Sub) thereof) to the Management Company shall be by Transfer Form

2.17 To submit an executed copy of the Transfer Form to the Council within five (5) Working Days of completion of the transfer of the Open Space Land (Phase 1 Land) to the Management Company

2.18 To pay to the Council;-

(i) all proper costs and disbursements of the Appointed Professional Open Space in accordance with its appointment in connection with any Open Space Land (Phase 1 Land) within Fourteen (14) days of the Appointed Professional Open Space raising an invoice therefor (unless they have already been paid to the Management Company within that period) and

(ii) any SDLT and HM Land Registry fees associated with each Transfer Form and the reasonable legal and other costs and disbursements of the Management Company on execution of each Transfer Form (unless they have already been paid to the Management Company before execution) and

(iii) the reasonable approval or inspection fees (including reasonable and proper legal costs in respect of the consideration negotiation and approval of any legal documentation submitted) incurred by the Council pursuant to this paragraph 2 within Fourteen (14) days of the issue of a request to pay from the Council and

(iv) all other reasonable costs and expenses incurred by the Management Company in relation to the provisions of paragraph 2 of this schedule within Fourteen (14) days of the Management Company raising an invoice therefore (unless they have already been paid to the Management Company within that period)

2.19 not to cause or permit Occupation of more than Ninety five percent (95%) of the Dwellings on the Phase 1 Land until:

- (i) the Final Certificate (Phase 1 Land) has been issued to the Management Company and the Council in respect of the Open Space Land (Phase 1 Land), and
- (ii) the Open Space Land (Phase 1 Land) has been transferred to the Management Company; and
- (iii) a copy of the executed Transfer Form for the transfer of the Open Space Land (Phase 1 Land) to the Management Company has been submitted to the Council

3. Owner's Further Covenants:

The Owner covenants with the Council:

- 3.1 Not to cause or permit the Commencement of the Development on the Phase 2 Land or the Phase 3 Land until the Open Space Land Scheme (Additional) has been submitted to and approved in writing by the Council
- 3.2 To provide the Open Space Land (Additional) on the Phase 2 Land and the Phase 3 Land in accordance with the approved Open Space Land Scheme (Additional)
- 3.3 Not to cause or permit the Commencement of Development on the Phase 2 Land or Phase 3 until
 - (i) the constitutional documentation for the Management Company and
 - (ii) the details of any legal and/or conveyancing mechanisms necessary to secure that
 - (a) the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of the Dwellings on the Phase 2 Land and Phase 3 land (including their successors in title) will be members of the Management Company and any Registered Provider of Social Housing who owns any of the Affordable Housing Dwellings (Phase 1 Land) will be a member of the Management Company and
 - (b) the purchaser or lessee and each subsequent owner of the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of that Dwelling (including their successors in title from time to time) will throughout their ownership

thereof be a member of the Management Company with an equal voting right to that of each other and that the registered title for that Dwelling at HM Land Registry will record in an appropriate manner the implementation of such mechanisms and

(c) the transfer lease or other legal documentation for the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of that Dwelling includes the following direct covenants by the owner or lessee of that Dwelling with the Management Company:-

(x) to become a member of the Management Company and to be bound by the constitution of the Management Company and to abide by any regulations made by it; and

(y) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring managing repairing maintaining and renewing the Open Space Land (Additional) in accordance with the approved Open Space Land Scheme (Additional); and

(d) to procure upon any subsequent sale assignment or other disposal of that Dwelling that the incoming owner lessee or similar shall enter into direct covenants with the Management Company in the form of subparagraphs (x) and (y) and that any subsequent disposal cannot be registered unless it secures the continuance of these arrangements and

(e) in the case of each Dwelling which adjoins any part of the Open Space Land (Additional) the transfer lease or other legal documentation declares that the boundary structures between the Open Space Land (Additional) and that Dwelling shall belong to and be maintained by the owner or lessee of that Dwelling and

- (iii) details of any rights to be granted in favour of the Management Company over any part of the Phase 2 Land and Phase 3 Land other than the Open Space Land (Additional) in order to ensure it can carry out the approved Management Scheme in perpetuity

have been submitted to and approved by the Council in writing

3.4 The Owner covenants with the Council not to Occupy nor to permit Occupation or dispose of any Dwelling on the Phase 2 Land or the Phase 3 Land

- (i) Unless and until the Open Space Land Scheme (Additional) has been submitted to and approved in writing by the Council and
- (ii) Unless and until the Management Company has been incorporated at Companies House using the constitutional documentation approved by the Council and evidence of its incorporation and of its officers and members and of its endowment (if required by the approved Open Space Scheme (Additional)) and of its assets and liabilities has been submitted to and approved in writing by the Council and
- (iii) otherwise than in accordance with the requirements of the Management Company provisions and details of the conveyancing mechanism approved pursuant to paragraph 3.3 of this schedule have been implemented in respect of that Dwelling

3.5 To lay out the Tree Lined Verges (Additional) adjoining each Dwelling (if any) on the Phase 2 Land or Phase 3 Land in accordance with the Open Space Land Scheme (Additional) prior to the Occupation of that Dwelling or during the next planting season following the Occupation of that Dwelling and thereafter arrange for a Provisional Certificate (Additional) to be issued by the Appointed Professional Open Space to the Management Company and the Council

3.6 Not to cause or permit the Occupation of more than Fifty percent (50%) of the Dwellings on the Phase 2 Land or the Phase 3 Land until the Amenity Open Space (Additional) The Children and Young People's Play Space (Additional) and the Landscape Buffers (Additional) have been laid out provided and landscaped in accordance with the approved Open Space Land Scheme (Additional) and a Provisional Certificate (Additional) for the Amenity Open Space (Additional) The Children and Young People's Play Space (Additional) the Landscape Buffers (Additional) and Amenity Land (Additional) have been issued by the Appointed Professional Open Space to the Management Company and to the Council and any contribution due under paragraph 3.19 of this schedule has been paid to the Council

3.7 After the Open Space Land (Additional) or any parcel or Phase (Sub) thereof has been provided laid out and landscaped in accordance with the approved Open Space Land Scheme (Additional) the Owner shall apply to the Appointed Professional Open Space in writing requesting issue of the Provisional Certificate (Additional) to the Management Company in respect of the Open Space (Additional) or type or Phase (Sub) thereof

3.8 On receipt of the written request referred to in paragraph 3.7 of this schedule the Appointed Professional Open Space shall carry out an inspection of the

Open Space Land (Additional) or relevant type or Phase (Sub) thereof within Twenty (20) Working Days of receipt and if after inspection of the Open Space (Additional) or relevant type or Phase (Sub) thereof the Appointed Professional Open Space considers that the Open Space Land (Additional) or relevant type or Phase (Sub) thereof has been satisfactorily provided laid out and landscaped in accordance with the Open Space Land Scheme (Additional) the Appointed Professional Open Space shall issue the Provisional Certificate (Additional) in respect of the Open Space (Additional) type or Phase (Sub) thereof within Twenty (20) Working Days of carrying out the inspection to the Management Company

- 3.9 If after inspection of the Open Space (Additional) type or Phase (Sub) thereof the Appointed Professional Open Space considers that the Open Space (Additional) or any type or Phase (Sub) thereof has not been provided laid out and landscaped satisfactorily in accordance with the approved Open Space Land Scheme (Additional) the Appointed Professional Open Space shall notify the Owner the Council and the Management Company of the outcome of the inspection within Twenty (20) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Appointed Professional Open Space to bring the Open Space Land (Additional) type or Phase (Sub) up to the standard required by the approved Open Space Land Scheme (Additional) and the procedures referred to in paragraphs 3.8 to 3.10 of this schedule shall be repeated as often as necessary until a Provisional Certificate (Additional) is issued in respect of the Open Space Land (Additional) type or Phase (Sub)
- 3.10 From the date of issue of the Provisional Certificate (Additional) for the Open Space (Additional) or type or Phase (Sub) thereof the Owner covenants:-
- (i) to make the relevant Open Space Land (Additional), and all the facilities on that Open Space Land (Additional) available for use by the public as an open amenity or recreation area in accordance with the approved Open Space Land Scheme (Additional) in perpetuity and to allow the public to have unrestricted access at all times to it including the right to gain access to it over any roads and associated footways and footpaths on the Phase 2 Land and Phase 3 Land (subject to the Owner being entitled to temporarily close a road from time to time for the movement of construction materials or equipment or a route of access for maintenance purposes provided that another route is available for the type of traffic concerned to ensure a safe route of access) and outside of the Phase 2 Land and Phase 3 Land (but within

the Site and subject to temporary closure as aforesaid) upon ~~Practical~~ ⁸ Completion of the Development outside of the Phase 2 Land and Phase 3 Land even if such roads footways and footpaths are in (or remain in) private ownership after the Development on the Phase 2 Land or Phase 3 Land and/or after the land outside of the Phase 2 Land and Phase 3 Land has ~~Practically~~ ⁹ Completed; and

- (ii) not to use or permit the use of the relevant Open Space Land (Additional) for any purpose other than as public recreation or amenity areas; and
- (iii) to manage and maintain the relevant Open Space Land (Additional) during the Open Space Land Maintenance Period (Additional) in accordance with the approved Open Space Land Scheme (Additional) (including maintenance of all soft and hard landscaping built features lighting drainage and any other features and to make good to the reasonable satisfaction of the Appointed Professional Open Space and the Management Company any damage or defects arising during the Open Space Land Maintenance Period (Additional)

3.11 Twelve (12) months after the date of the Provisional Certificate (Additional) to apply to the Appointed Professional Open Space for the issue of the Final Certificate (Additional) for the Open Space Land (Additional) type or Phase (Sub) and continue to perform paragraph 3.10 until the Final Certificate (Additional) type or Phase (Sub) is issued and the transfer of the Open Space Land (Additional) type or Phase (Sub) to the Management Company referred to below is completed

3.12 On receipt of the written request referred to in paragraph 3.11 of this schedule the Appointed Professional Open Space shall carry out an inspection of the Open Space Land (Additional) or type or Phase (Sub) thereof within Twenty (20) Working Days of receipt and if after inspection of the Open Space (Additional) type or Phase (Sub) the Appointed Professional Open Space considers that the Open Space (Additional) or any type or Phase (Sub) thereof has not been provided laid out and landscaped managed maintained and made good satisfactorily in accordance with the approved Open Space Land Scheme (Additional) the Appointed Professional Open Space shall notify the Owner the Council and the Management Company of the outcome of the inspection within Twenty (20) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Appointed Professional Open Space to bring the Open Space Land (Additional) type or Phase (Sub) up to the standard required by the approved

Open Space Land Scheme (Additional) and the procedures referred to in paragraphs 3.12 to 3.12 of this schedule shall be repeated as often as necessary until a Final Certificate (Additional) is issued in respect of the Open Space Land (Additional) type or Phase (Sub)

- 3.13 If the Appointed Professional Open Space considers that the Open Space Land (Additional) or relevant type or Phase (Sub) thereof has been satisfactorily provided laid out and landscaped in accordance with the Open Space Land Scheme (Additional) the Appointed Professional Open Space shall issue the Final Certificate (Additional) in respect of the Open Space (Additional) type or Phase (Sub) thereof within Twenty (20) Working Days of carrying out the inspection to the Management Company
- 3.14 To transfer the Open Space Land (Additional) to the Management Company as soon as reasonably practical following the issue of the Final Certificate (Additional) by the Appointed Professional Open Space 15 Any Transfer of the Open Space Land (Additional) to the Management Company shall be by Transfer Form
- 3.15 To submit an executed copy of the Transfer Form to the Council within Five (5) Working Days of completion of the transfer of the Open Space Land (Additional) to the Management Company
- 3.16 To pay to the Council-
- (i) all proper costs and disbursements of the Appointed Professional Open Space in accordance with its appointment in connection with the Open Space Land (Additional) in respect of this paragraph 3 within Fourteen (14) days of the Appointed Professional Open Space raising an invoice therefore (unless they have already been paid to the management Company within that period), and
 - (ii) any SDLT and Land Registry fees associated with each Transfer Form and the reasonable legal and other costs and disbursements of the Management Company on execution of each Transfer Form (unless it has already been paid to the Management Company before execution) and
 - (iii) the reasonable approval or inspection fees (including legal costs in respect of the consideration negotiation and approval of any reasonable and proper legal documentation submitted) incurred by the Council

pursuant to this paragraph 3 within Fourteen (14) days of the request to pay from the Council and

- (iv) all other reasonable costs and expenses incurred by the Management Company in relation to the provisions of paragraph 3 of this schedule within Fourteen (14) days of the Management Company raising an invoice therefore (unless they have already been paid to the Management Company within that period)

3.17 not to cause or permit Occupation of more than Ninety five percent (95%) of the Dwellings on the Phase 2 Land or the Phase 3 Land until:

- (i) the Final Certificate (Additional) has been issued to the Management Company and the council in respect of the Open Space (Additional) and
- (ii) the Open Space Land (Additional) has been transferred to the Management Company; and
- (iii) a copy of the executed Transfer Form for the transfer of the Open Space Land (Additional) to the Management Company has been submitted to the Council

3.18 The Owner further covenants with the Council that if the Children and Young People's Play Space (Additional) takes the form of option (B) in the definition thereof then the Owner will pay a contribution in two parts (for capital and maintenance) to the Council prior to the Occupation of Fifty percent (50%) of the Dwellings on the Phase 2 Land or the Phase 3 Land calculated by multiplying the difference between 7000 sq.m. and the area of the single area identified in the approved Open Space Land Scheme (Additional) as referred to in option (B) in that definition by Fifty six pounds and thirty nine pence (£56.39) per sqm in respect of capital costs and Fifty seven pounds and sixty pence (£57.60) per sqm in respect of maintenance costs and both Index Linked using the following formula

The figure for the Index last published before the date on which the payment specified in this paragraph is made	The Index figure last published for that Index before the third quarter of 2012 (namely 225)	The respective capital and maintenance figures calculated above in this
		x

Schedule 10 Library Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Library Facilities	Bookstock, IT and equipment at Bockhanger Library Bybrook Road Kennington Kent TN24 9JE, libraries in the Ashford urban area and the mobile library service calling at Kennington
Library Contribution	Library Contribution 1 Library Contribution 2 and Library Contribution 3
Library Contribution 1	means the sum of thirty one thousand one hundred and ninety six pounds and sixteen pence (£31,196.16) (£108.32 x Full Dwelling Scheme) to be applied in the event of receipt towards the provision of the Library Facilities
Library Contribution 2	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 2 Land by one hundred and eight pounds and thirty two pence (£108.32) per Dwelling to be applied in the event of receipt towards the provision of the Library Facilities

Library Contribution 3	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 3 Land by one hundred and eight pounds and thirty two pence (£108.32) per Dwelling to be applied in the event of receipt towards the provision of the Library Facilities
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's covenants

2.1 The Owner agrees with the County Council as follows:

- 2.1.1 to pay fifty percent (50%) of the Library Contribution 1 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 1 Land
- 2.1.2 to pay the balance fifty percent (50%) of the Library Contribution 1 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 1 Land
- 2.2 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 1 Land until the payment referred to in paragraph 2.1.1 has been paid in full to the County Council
- 2.3 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 1 Land until the payment referred to in paragraph 2.1.2 has been paid in full to the County Council
- 2.4 to pay the Library Contribution 1 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1.1 and 2.1.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Library} \\ \text{Contribution 1} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.5 In the event that the Index ceases to be published to pay the Library Contribution 1 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

2.6 The Owner further agrees with the County Council as follows:

2.6.1 to pay fifty percent (50%) of the Library Contribution 2 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 2 Land

2.6.2 to pay the balance fifty percent (50%) of the Library Contribution 2 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 2 Land

2.7 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.6.1 has been paid in full to the County Council

2.8 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.6.2 has been paid in full to the County Council

2.9 to pay the Library Contribution 2 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.6.1 and 2.6.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified} \\ \text{in this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Library} \\ \text{Contribution 2} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.10 In the event that the Index ceases to be published to pay the Library Contribution 2 increased using the Index until the cessation of such index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

- 2.11 The Owner further agrees with the County Council as follows:
- 2.11.1 to pay fifty percent (50%) of the Library Contribution 3 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 3 Land
- 2.11.2 to pay the balance fifty percent (50%) of the Library Contribution 3 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 3 Land
- 2.12 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.11.1 has been paid in full to the County Council
- 2.13 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.11.2 has been paid in full to the County Council
- 2.14 to pay the Library Contribution 3 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.11.1 and 2.11.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} \right) \times \left(\begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ \text{328.3} \end{array} \right) \times \begin{array}{l} \text{Library} \\ \text{Contribution 3} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.15 In the event that the Index ceases to be published to pay the Library Contribution 3 increased using the Index until such the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

3. County Council's Covenants

The County Council agrees with the Owner that in the event that the Library Contribution has not been committed towards the purpose set out in this schedule within ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site then the County Council will on the receipt of a written request by the person who paid the sum repay the balance of any sums not committed to the person who paid those sums

Schedule 11 Outdoor Sports Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Outdoor Sports Facility 1	Finberry 3 G Pitch changing facility and maintenance or other artificial sports pitch facility at an Ashford Sports and Recreational Hub and maintenance for a period of ten years
Outdoor Sports Facility 2	An Ashford Sports and Recreational Hub location as identified in the Council's adopted policy COM2 and maintenance for a period of ten years.
Outdoor Sports Contribution	Outdoor Sports Contribution 1 Outdoor Sports Contribution 2 and Outdoor Sports Contribution 3
Outdoor Sports Contribution 1	the sum of three hundred and ninety six thousand and six hundred sixty two pounds (£396,662) to be applied in the event of receipt towards the provision of Outdoor Sports Facility 1 apportioned as follows: pitch changing facilities two hundred and forty five thousand nine hundred and thirty one pounds (£245,931) and maintenance one hundred and fifty thousand seven hundred thirty one pounds (£150,731)
Outdoor Sports Contribution 2	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 2 Land by one

	<p>thousand three hundred and seventy seven pound (£1,377) per Dwelling to be applied in the event of receipt towards the provision of sports pitches at the Outdoor Sports Facility 2 to be apportioned as follows: sixty two percent (62%) to be applied towards the provision of pitches and ancillary changing facilities and thirty eight percent (38%) to be applied toward maintenance costs</p>
<p>Outdoor Sports Contribution 3</p>	<p>the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 3 Land by one thousand three hundred and seventy seven pounds (£1,377) per Dwelling to be applied in the event of receipt towards the provision of sports pitches at the Outdoor Sports Facility 2 to be apportioned as follows: sixty two percent (62%) to be applied towards the provision of pitches and ancillary changing facilities and thirty eight percent (38%) to be applied toward maintenance costs</p>
<p>Index</p>	<p>The Output Price Indices for Public Work Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation</p>

2. Owner's Covenants

2.1 The Owner agrees with the Council as follows:

- 2.1.1 to pay two hundred forty five thousand nine hundred and thirty one pounds (£245,931) of the Outdoor Sports Contribution 1 to the Council

prior to the Occupation of the two hundred and seventieth (270th) Dwelling

- 2.1.2 to pay one hundred and fifty thousand seven hundred thirty one pounds (£150,731) of the Outdoor Sports Contribution 1 prior to the Occupation of the four hundredth (400th) Dwelling
- 2.1.3 to pay the Outdoor Sports Contribution 2 and the Outdoor Sports Contribution 3 to the Council prior to the Occupation of the Five hundred and fortieth (540th) Dwelling
- 2.2 not to Occupy or permit the Occupation of more than two hundred and seventy (270) Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3 not to Occupy or permit the Occupation of more than four hundred (400) Dwellings until the payments referred to in paragraph 2.1.2 have been paid in full to the Council
- 2.4 not to occupy or permit the Occupation of more than five hundred and forty (540) Dwellings until the payment referred this paragraph 2.1.3 have been paid in full to the Council
- 2.5 to pay the Outdoor Sports Contribution 1, Outdoor Sports Contribution 2 and Outdoor Sports Contribution 3 (or portion of such contributions as appropriate) payable in accordance with paragraph 2.1.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) + \begin{array}{l} \text{index figure last} \\ \text{published for that} \\ \text{Index before the} \\ \text{third quarter of} \\ \text{2012 (normally 225)} \end{array} \left. \vphantom{\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array}} \right) \begin{array}{l} \text{Outdoor Sports} \\ \text{Contribution} \\ \text{1/Outdoor} \\ \text{Sports} \\ \text{Contribution} \\ \text{2/Outdoor} \\ \text{Sports} \\ \text{Contribution 3} \\ \text{(as} \\ \text{appropriate)} \end{array}$$

- 2.6 In the event that the Index ceases to be published to pay the Outdoor Sports Contribution 1, Outdoor Sports Contribution 2 and Outdoor Sports Contribution 3 increased using the Index until such the cessation of such index, and thereafter such replacement index as the Council reasonably considers a comparable index.

3. The Council agrees with the Owner that in the event that the Outdoor Sports Contribution has not been committed towards the purpose set out in this schedule within ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site then the Council will on the written request by the (person who paid the sum) repay the balance of any sums not committed to the person who paid those sums

Schedule 12 Primary School Contribution and Primary School Land

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Contributing Education Sites	Other residential developments that would in the reasonable view of the County Council be served by the Primary School (which for the avoidance of doubt excludes the Site)
DfE Wave 14 Funding	Forward funding provided by the Department for Education to fund the construction of the Primary School
Flat	a Dwelling, which is a flat, maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly
House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and

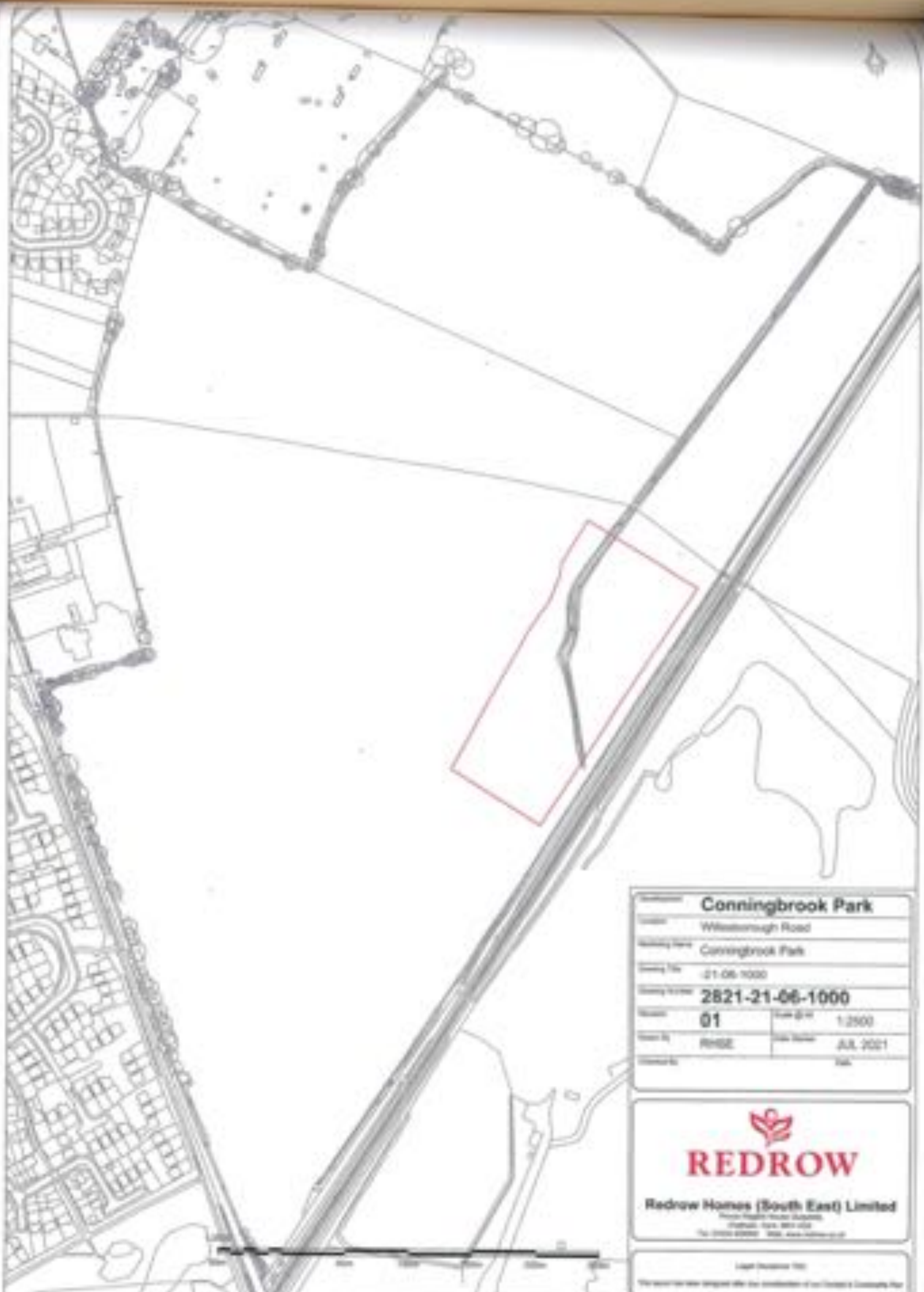
	"Houses" shall be construed accordingly
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Primary School	a two (2) form entry primary school on the Primary School Land
Primary School Land Contribution	contributions of £410.00 (four hundred and ten pounds) per house constructed or to be constructed on the Contributing Education Sites and £102.50 (one hundred and two pounds and fifty pence) per flat constructed or to be constructed on the Contributing Education Sites, excluding any Small Dwellings, secured by way of a legal agreement upon the grant of planning permission for residential led development of the Contributing Education Sites towards the provision of the Primary School Land
Primary School Contribution	means the sum calculated by multiplying (1) the Flats on the Development x £1,134 (one thousand one hundred and thirty four pounds) excluding any Small Dwellings (2) the Houses on the Development x £4,535 (four thousand five hundred and thirty five pounds) excluding any Small Dwellings to be applied in the event of receipt towards the provision of the Primary School

	to be paid in accordance with paragraphs 2.1.2 to 2.1.4 of this schedule
Primary School Land	2.05ha of land shown for illustration purposes only edged red on drawing number 2821-21-06-1000 Rev 01 appended to this deed suitable for the construction and use as a two-form entry primary school
Primary School Land Transfer	the transfer of the Primary School Land to the County Council (or a body nominated by the County Council)
SDLT	Stamp duty land tax
Site Specific Transfer Requirements	the requirements for the transfer of the Primary School Land set out in the Appendix to this deed
Small Dwellings	One bed dwellings of less than 56m ² gross internal area
Transfer Form	Form TP1 (or such other land registry updated version in use at the time of the relevant transfer) for the transfer of the Primary School Land

2. Owner's Covenants

2.1 The Owner agrees with the County Council as follows:

- 2.1.1 not to permit the first Occupation of a Dwelling until the precise boundaries of the Primary School Land (as shown indicatively on drawing number 2821-21-06-1000 Rev 01, but provided that no part of the railway embankment adjacent to the Primary School Land shall be included within the boundaries) with a single point of access have been agreed by the Owner and the County Council PROVIDED THAT if the Owner elects to make the Primary School Land transfer before 1 May 2023, so that the Primary School may benefit from DfE Wave 14 funding, the Owner and the County Council will use reasonable endeavours to



Conningbrook Park	
Widdowrough Road	
Conningbrook Park	
21-06-1000	
2821-21-06-1000	
01	1:2500
PL02	JUL 2021
JUL	


REDROW
 Redrow Homes (South East) Limited
Redrow Homes (South East) Limited
 Redrow Park, Mill Lane
 Mill Lane, Mill Lane, Mill Lane

Legal Disclaimer Text
This document is for information only and does not constitute an offer of any financial product.

agree the precise boundaries of the Primary School Land prior to 1st May 2023.

- 2.1.2 to pay two hundred fifty thousand pounds (£250,000) to the County Council towards the Primary School Contribution prior to the Occupation of the one hundred and twentieth (120th) Dwelling
 - 2.1.3 to pay seven hundred fifty six thousand and seven hundred and eighty nine pounds (£756,789.00) to the County Council towards the Primary School Contribution prior to Occupation of the one hundred and eightieth (180th) Dwelling
 - 2.1.4 to pay one million five hundred and thirty seven thousand three hundred and ninety three pounds (£1,537,393.00) to the County Council towards the Primary School Contribution on or before Commencement of the Outline Dwelling Scheme calculated on the basis 112 Flats and 311 Houses (excluding Small Dwellings).
-
- 2.2 not to Occupy or permit the Occupation of more than one hundred and twenty (120) Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the County Council index-linked in accordance with paragraph 2.5 of this schedule
 - 2.3 not to Occupy or permit the Occupation of more than One hundred and eighty (180) Dwellings until the payment referred to in paragraph 2.1.3 has been paid to the County Council index-linked in accordance with paragraph 2.5 of this schedule
 - 2.4 Not to Commence the Outline Dwelling Scheme unless and until the payment in paragraph 2.1.4 has been paid to the County Council index-linked in accordance with paragraph 2.5.
-
- 2.5 to pay the sums referred to in paragraph 2.1.2 to 2.1.4 index-linked using the following formula:

(The figure for the index last published before the date on which the payment specified in this deed falls due

Index figure for October 2016 -) x 328.3

the sum referred to in paragraphs 2.1.2, 2.1.3 and 2.1.4 (as appropriate)

2.6 In the event that the Index ceases to be published to pay the sums referred to in paragraph 2.1 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

2.7 In the event that the Outline Dwelling Scheme is Commenced and a total of 437 Dwellings in respect of such a scheme do not benefit from Reserved Matters approval or the Dwellings to be constructed on the pursuant to the Outline Dwelling Scheme do not match the number of Houses and Flats, on which the Primary School Contribution was calculated under paragraph 2.1.4, the Owner and the County Council shall on the Occupation of 380 Dwellings of the Outline Dwelling Scheme, agree the correct sum to be paid calculated in accordance with the formula set out in the definition of the Primary School Contribution and then

2.7.1 in the case of an underpayment, the Owner shall within 30 Working Days make a final balancing payment for the Primary School Contribution; or

2.7.2 in the case of an overpayment, the County Council shall within 30 Working Days repay the overpayment of the Primary School Contribution to the person who paid the Primary School Contribution, together with any interest accrued.

3 Should the Owner transfer the Primary School Land to the County Council before 1 November 2023 and the County Council provides written evidence to the Owner that DfE Wave 14 Funding has been confirmed by DfE, the Owner covenants to pay:

3.1 Eight hundred and forty-eight thousand and sixty one pounds (£848,061) to the County Council towards the Primary School Contribution prior to the Occupation of the two hundred and sixtieth (260th) Dwelling index-linked in accordance of paragraph 3.5 of this schedule; and

3.2 Eight hundred and forty-eight thousand and sixty one pounds (£848,061) to the County Council towards the Primary School Contribution prior to the

Occupation of the three hundred and sixtieth (360th) Dwelling index-linked in accordance of paragraph 3.5 of this schedule; and

- 3.3 Eight hundred and forty-eight thousand and sixty one pounds (£848,061) to the County Council towards the Primary School Contribution prior to the Occupation of the four hundred and sixtieth (460th) Dwelling index-linked in accordance of paragraph 3.5 of this schedule.
- 3.4 In the event that the Outline Dwelling Scheme is Commenced and a total of 437 Dwellings in respect of such a scheme do not benefit from Reserved Matters approval or the Dwellings to be constructed pursuant to the Outline Dwelling Scheme do not match the mix of 112 Flats and 311 Houses (excluding Small Dwellings) on which the Primary School Contribution set out in paragraphs 3.1 to 3.3 was calculated, the Owner and the County Council shall on the Occupation of 360 Dwellings of the Outline Dwelling Scheme, agree the correct sum to be paid calculated in accordance with the formula set out in the definition of the Primary School Contribution and then
- 3.4.1 in the case of an underpayment, the Owner shall within 30 Working Days make a final balancing payment for the Primary School Contribution; or
- 3.4.2 in the case of an overpayment, the County Council shall within 30 Working Days repay the overpayment of the Primary School Contribution to the person who paid the Primary School Contribution, together with any interest accrued.

- 3.5 to pay the sums referred to in paragraphs 3.1 to 3.3 above index-linked using the following formula:

The figure for the Index last published before the date on which the payment specified in this deed falls due

(

Index figure for October 2016 -) × 328.3

the sum referred to in paragraphs 3.1, 3.2 and 3.3 (as appropriate)

- 3.6 For the avoidance of doubt, should :-

- 3.6.1 the Owner transfer Primary School Land to the County before 1 November 2023; and
- 3.6.2 the County Council provide evidence to the Owner that the DfE Wave 14 Funding has been secured by the County Council
- the Primary School Contributions set out in paragraphs 2.1.2 to 2.1.4 shall not apply and be replaced by the Primary School Contributions set out in

paragraphs 3.1 to 3.3 above SAVE THAT the value of any part of the Primary School Contribution already paid to the County Council pursuant to paragraphs 2.1 shall be deducted from the contributions payable pursuant to paragraphs 3.1 to 3.3.

- 3.7 For the further avoidance of doubt, should the Owner transfer the Primary School Land to the County Council before 1 November 2023 and the County Council has not been able to secure DfE Wave 14 Funding and provide evidence to the Owner thereof, the Primary School Contributions set out in paragraph 2.1.2. to 2.1.4 shall apply.
- 3.8 For the avoidance of doubt, there is no obligation or requirement for the Owner to transfer the Primary School Land to the County Council prior to 1 November 2023 if the Occupation of 180 Dwellings has not occurred by that date and there shall be no obligation or requirement for the Owner to submit the draft Transfer Form to the County Council or a body nominated by the County Council for approval by 29 September 2023 if the Occupation of 150 Dwellings has not occurred by this date
- 4 The Owner covenants with the County Council as follows:
- 4.1 From Commencement of the Development the Primary School Land shall be reserved and held by the Owner solely for the use as a Primary School and associated ancillary uses and shall not be used for any purposes which would render the Primary School Land unsuitable for such use
- 4.2 Prior to Occupation of 150 Dwellings to submit to the County Council or a body nominated by the County Council for approval a draft Transfer Form; or
- 4.3 Where 150 Dwellings will be Occupied prior to 29 September 2023 and the County Council has notified the Owner in writing that DfE 14 Wave Funding has been secured to submit to the County Council or a body nominated by the County Council for approval a draft Transfer Form in respect of the Primary School Land prior to 29 September 2023.
- 4.4 Prior to the transfer of the Primary School Land referred to in paragraphs ^{2.1.1, 3, 3.6} ~~Error-Reference-source-not-found.~~ ^{3, 4, 5.} of this Schedule the Owner shall comply with the Site Specific Transfer Requirements to the reasonable satisfaction of the County Council and any dispute as to whether the Site Specific Transfer Requirements have been complied with shall be referred to the Expert for determination in accordance with Schedule 21
- 4.5 To transfer the Primary School Land to the County Council or a body nominated by the County Council with full title guarantee and vacant

possession free from incumbrances for the sum of £1.00 (one pound) on or before Occupation of 180 Dwellings (unless otherwise agreed by the County Council in writing), such transfer shall be in the form of the

approved Transfer Form *and not to occupy or permit the Occupation of more than one hundred and eighty (180) Dwellings (unless otherwise agreed by the County Council in writing) for the transfer*

- 4.6 Upon execution of this deed the Owner will grant a licence to the County Council to undertake such surveys and investigations of the Primary School Land as the County Council considers reasonably necessary and to cross such land as is reasonably necessary to gain access to the Primary School Land subject to the County Council serving reasonable prior notice on the Owner and the County Council and its nominees complying with all reasonable Health and Safety requirements that the Owner may impose from time to time and the County Council shall cause as little damage and disruption as possible and will make good any damage caused

of the Primary School Land has been completed in the form of the approved Transfer Form.

- 4.7 In the event the County Council and the Owner agree the Transfer Form and such Transfer Form has been signed and unconditionally released by the Owner to the County Council for completion pursuant to paragraph 4.5 above and the County Council has not completed such Transfer Form within 30 Working Days the restriction on Occupation in paragraph 4.5 above shall cease to have effect

- 4.8 the Owner shall pay any SDLT associated with the transfer of the Primary School Land (including the reasonable costs and disbursements of the transferee) on execution of the Transfer Form by the County Council

5 County Council's Covenants

- 5.1 The County Council covenants to take the transfer of the Primary School Land on or before Occupation of 180 Dwellings, unless another trigger has been agreed by County Council pursuant to paragraph 4.5 of this Schedule.
- 5.2 The County Council further covenants with the Owner that it will use reasonable endeavours to secure Primary School Land Contribution from the Contributing Education Sites by making the development of Contributing Education Sites subject to an obligation to pay a Primary School Land Contribution to the County Council.
- 5.3 If the County Council receives a Primary School Land Contribution from any of the Contributing Education Sites or the development of Contributing Education Sites is made subject to an obligation to pay a Primary School Land Contribution then the County Council shall notify the Owner (or if different the person who transferred the Primary School Land to the County Council) in writing of the amount of the Primary School Land Contribution received or committed to be paid within 30 Working Days of receipt or commitment.

- 5.4 If the County Council receives one or more Primary School Land Contributions from any of the Contributing Education Sites the County Council shall following the completion of the Primary School Land Transfer pay the sum of such Primary School Land Contributions received to the person who transferred the Primary School Land to the County Council (or a body nominated by the County Council) within 30 Days of the completion of the Primary School Land Transfer
- 5.5 If the County Council receives one or more Primary School Land Contributions from any of the Contributing Education Sites after the completion of the Primary School Land Transfer the County Council shall pay the sum of such Primary School Land Contributions received to the person who transferred the Primary School Land to the County Council (or a body nominated by the County Council) within 30 Days of receipt of such payment(s)

PROVIDED THAT the total repayment of the Primary School Land Contribution to the person who transferred the Primary School Land to the County Council (or a body nominated by the County Council) shall not exceed a contribution based on more than seven hundred (700) Dwellings.

- 5.6 From the date of the transfer of the Primary School Site not to use the Primary School Site (or permit the Primary School Site to be used) otherwise than for educational and associated and ancillary purposes

Schedule 13 Secondary School Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Ashford Urban Area	the town of Ashford and its Planning Group
Flat	a Dwelling, which is a flat, maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly

House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Houses" shall be construed accordingly
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Planning Group	Highworth Grammar School, John Wallis CE Academy, North School, Norton Knatchbull School, Towers School and Wye School.
Secondary School	Either a new secondary school to be constructed at Chilmington (also known as Chilmington Green) or an extension to one or more of the secondary schools in the Planning Group.
Secondary School Contribution 1	<p>means the sum calculated by multiplying</p> <p>(1) 76 (seventy six) Flats in the Full Dwelling Scheme x £1,172 (one thousand one hundred and seventy two pounds) = £89,072 (eighty nine thousand and seventy two pounds)</p> <p>(2) 203 Houses in the Full Dwelling Scheme x £4,687 (four thousand six hundred and eighty seven pounds) = £951,461 (nine hundred and fifty one thousand and four hundred and sixty one pounds)</p> <p>being the total sum of £1,040,533 (one million and forty thousand five hundred and thirty three pounds)</p> <p>to be applied in the event of receipt towards the provision of the additional</p>

	two (2) form entry at the Secondary School or other secondary school project in the Ashford Urban Area
Secondary School Contribution 2	<p>the sum calculated by multiplying</p> <p>(1) the number of Flats in the Outline Dwelling Scheme to be provided on the Phase 2 Land and the Phase 3 Land x £1,172 (one thousand one hundred and seventy two pounds) excluding any Small Dwelling</p> <p>(2) the number of Houses in the Outline Dwelling Scheme to be provided on the Phase 2 Land and Phase 3 Land x £4,687 (four thousand six hundred and eighty seven pounds) excluding any Small Dwelling</p> <p>to be applied in the event of receipt towards the provision of the additional two (2) form entry at the Secondary School or other secondary school project in the Ashford Urban Area</p>
Small Dwelling	One – bed dwelling of less than 56 Square metres gross internal floor area

2. Owner's Covenants

2.1 The Owner covenants with the County Council as follows:

- 2.1.1 to pay Two hundred and fifty thousand pounds (£250,000) to the County Council towards the Secondary School Contribution 1 on or before Occupation of 120 Dwellings.
- 2.1.2 to pay Seven hundred and ninety thousand and five hundred and thirty three pounds (£790,533.00) to the County Council towards the Secondary School Contribution 1 on or before Occupation of 180 Dwellings.
- 2.1.3 to pay fifty percent (50%) of the Secondary School Contribution 2 in respect of the Outline Dwelling Scheme to the County Council prior to the Occupation 110 Dwellings of the Outline Dwelling Scheme

- 2.1.4 to pay the balance the Secondary School Contribution 2 in respect of the Outline Dwelling Scheme to the County Council prior to the Occupation of 218 Dwellings of the Outline Dwelling Scheme.
- 2.1.5 If Reserved Matters Approval has not been granted for 437 Dwellings in respect of the Outline Dwelling Scheme on or before Occupation of 110 Dwellings and 218 Dwellings (excluding Small Dwellings) respectively, the sums payable in respect of Secondary School Contribution 2 in paragraphs 2.1.3 and 2.1.4 shall be calculated on the basis of 112 Flats and 311 Houses (excluding Small Dwellings).
- 2.2 not to Occupy or permit the Occupation of more than 110 Dwellings of the Outline Dwelling Scheme until the payment referred to in paragraph 2.1.3 and 2.1.5 have been paid in full to the County Council
- 2.3 not to Occupy or permit the Occupation of more than 218 Dwellings of the Outline Dwelling Scheme until the payment referred to in paragraph 2.1.4 and 2.1.5 has been paid in full to the County Council
- 2.4 to pay the sums referred to in paragraphs 2.1.1 to 2.1.5 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016} \\ \text{328.3} \end{array} - \right) \times \begin{array}{l} \text{Secondary} \\ \text{School} \\ \text{Contribution 1} \\ \text{or Secondary} \\ \text{School} \\ \text{Contribution 2} \end{array}$$

- 2.5 In the event that the Index ceases to be published to pay the Secondary School Contribution 1 and Secondary School Contribution 2 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index

3 County Council Covenants

- 3.1 Save for paragraph 3.2 below, the County Council shall not apply the Secondary School Contribution 1 and/or Secondary School Contribution 2 other than for the purposes specified in this Deed.
- 3.2 On payment by the Owner of the Secondary School Contribution 1 pursuant this deed, the County Council may apply such sums to any or all of the purposes to which the Primary School Contribution in Schedule 12 may be applied, as a means of interim forward funding the Primary School.

PROVIDED THAT if the Secondary School Contribution 1 is so used, the County Council shall ensure that an equivalent sum received from the Owner towards Primary School Contribution in respect of the Outline Dwelling

Scheme pursuant to paragraph 2.1.3, 2.14 or 2.2 or 2.3 of Schedule 12 is re-directed and applied towards the purposes for which the Secondary School Contribution 1 has been paid, so as to ensure that both the Primary School Contribution and the Secondary School Contribution 1 are used only for the purposes specified in this Deed and are ultimately reallocated for their designated purpose in the amounts specified in this Deed.

- 3.3 In the event that the Outline Dwelling Scheme is Commenced and a total of 437 Dwellings in respect of such a scheme do not benefit from Reserved Matters approval or the Dwellings to be constructed on the Site do not match the number of Houses and Flats on which the Secondary School Contribution 2 was calculated under paragraph 2.1.5, the Owner and the County Council shall on or before the Occupation of 380 Dwellings of the Outline Dwelling Scheme, agree the correct sum to be paid calculated in accordance with the formula set out in the definition of Secondary School Contribution 2 and then
- 3.4 In the case of an underpayment, the Owner shall within 30 Working Days make a final balancing payment for the Secondary School Contribution 2; or in the case of an overpayment, the County Council shall within 30 Working Days repay the overpayment of the Secondary School Contribution 2 to the person who paid the Secondary School Contribution 2, together with any interest accrued.

Schedule 14 Public Right of Way Improvements

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

At Grade Crossing	the at grade crossing via the Public Footpath over the Railway Line located on the eastern boundary of the Site along PROW AU22 as shown on the PROW Plan
Alternative Highway Measures	the improvement and/or provision of public rights of ways, foot paths, cycle paths, bridge/bridges (which may include the delivery of the Bridge) or highway capacity improvements serving the Development and/or securing the Necessary Consents agreed

	between the Council and the County Council pursuant to paragraph 2.10 of this schedule
Amenity Open Space (Phase 1)	the area of open space as shown coloured blue on plan 2940-041G as appended to schedule 9 of this deed
Bridge	a pedestrian and cycle structure providing a passageway to a minimum width of 2.5 metres for pedestrians and cyclists and landings connecting the Site to the Bridge Development Land to the East of the Site over the Railway Line described indicatively in the Bridge Planning Application, shown indicatively on the plan with drawing number A121022-SBR-ZZ-XX-DR-A-0151 and built to a standard capable of adoption pursuant to an agreement under section 38 Highways Act 1980
Bridge Costs Cap	the sum of £4,000,000 index linked using the formula set out in paragraph 8 of this schedule which represents the maximum amount to be spent on delivering the Bridge pursuant to either paragraph 2.6 or 2.10 (which for the avoidance of doubt shall include construction costs, adoption costs, costs of diverting any service media, costs of diverting and/or stopping up PROWS, costs for closing the At Grade Crossing and all costs and payments to Network Rail including their legal and administration costs related to the delivery of the Bridge and all necessary legal and property agreements (including those relating to property transactions and all Necessary Consents))
Bridge Development	the provision of the Bridge delivered by the Owner pursuant to paragraph 2.6 of this

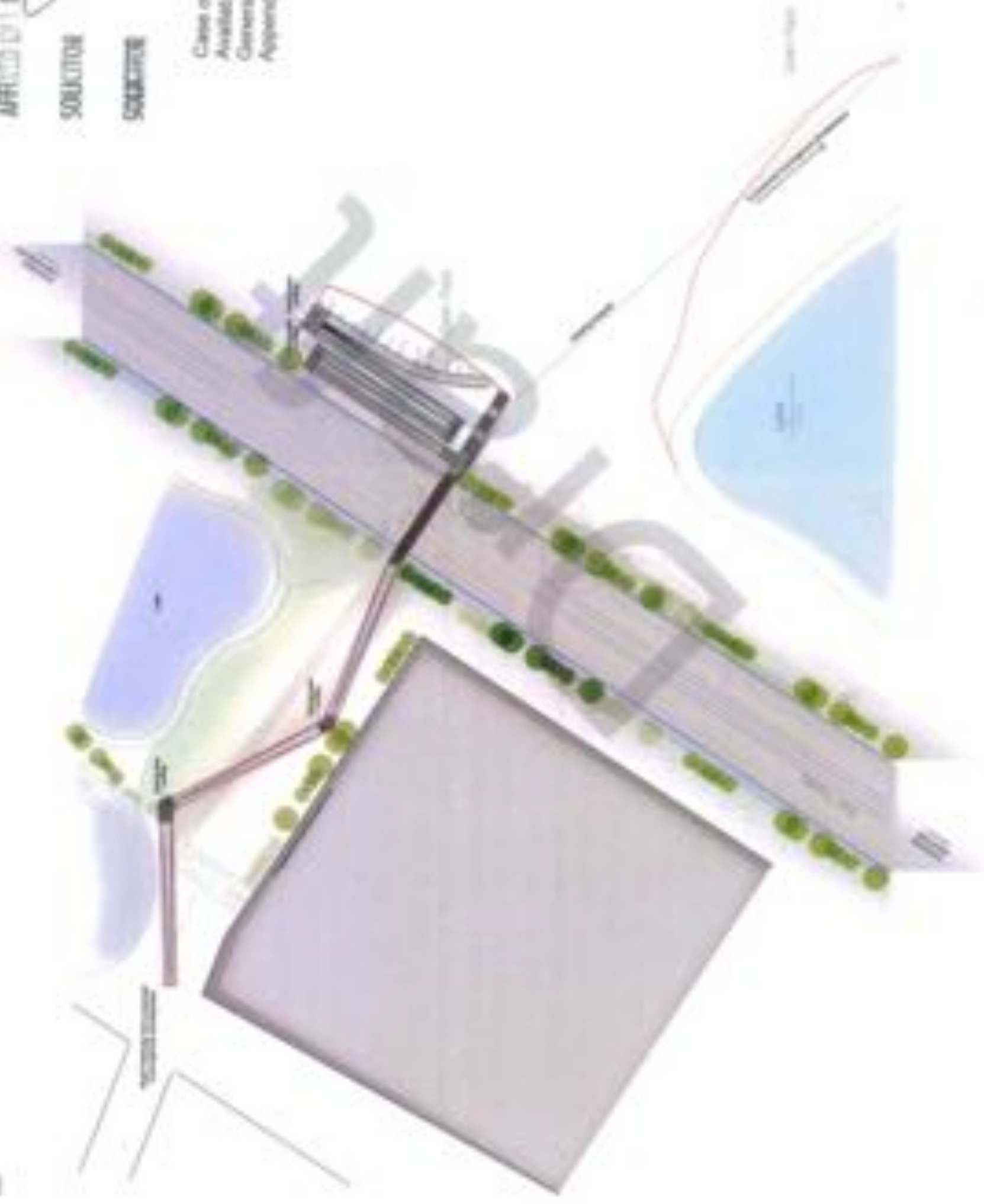
THE COMMON SEAL OF ASHFORD
BOROUGH COUNCIL WAS HEREIN
AFFIXED BY ME IN PRESENCE OF

SOLUTION

SIGNATURE



Case of urgency and no Member
Available to affix the seal
General Procedure Rules
Appendix 1 Section D(i)



PLAN

DATE	NO.	REVISION
NAME OF PROJECT		
  		
REPRESENTING COMMISSIONER FOOTINGHOLE		
PROPOSED FOOTINGHOLE DETAILS APPROPRIATE		
DATE	BY	FOR
17/03/2018	22	AS LOCAL AUTH

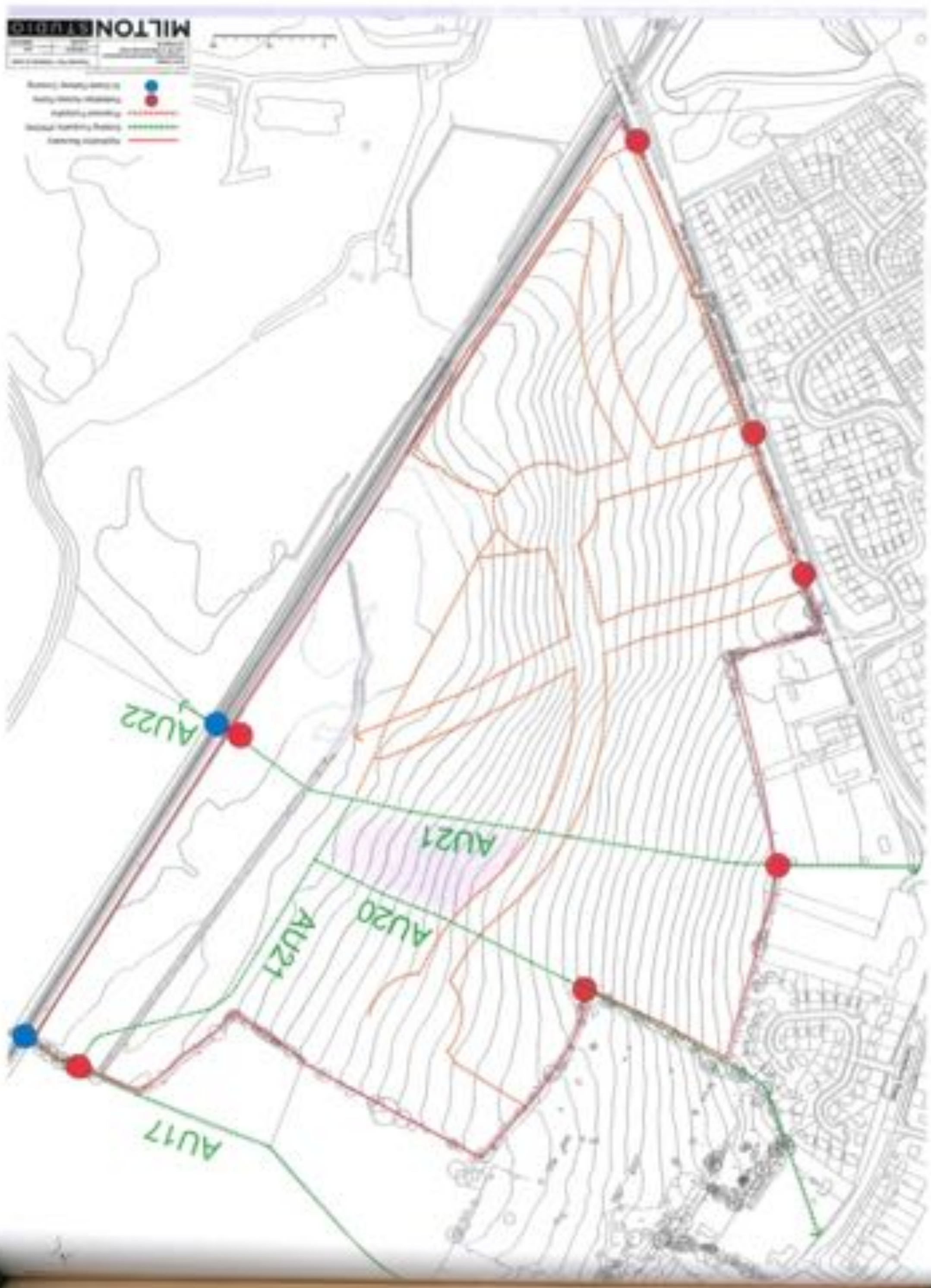
21/05/18

	schedule and always subject to the Bridge Costs Cap
Bridge Development Land	the land to the east of the Site joining the Bridge from the Site along PROW AU21 and AU22 and the air over the Railway Line described indicatively in the Bridge Planning Application
Bridge Payment	the maximum sum of Four million pounds (£4,000,000) index-linked using the formula set out in paragraph 7 of this schedule which shall be paid to the Council in accordance with paragraph 2.9 of this schedule to cover the costs of delivering the Bridge which shall include construction costs adoption costs, costs of diverting any service media, costs of diverting and/or stopping up PROWS costs for closing the At Grade Crossing and all costs and payments to Network Rail including their legal and administration costs related to the delivery of the Bridge and all necessary legal and property agreements (including those relating to property transactions and all Necessary Consents) (subject always to the Bridge Costs Cap not being exceeded) or the costs of delivering the Alternative Highway Measures PROVIDED ALWAYS THAT the sum payable by the Owner shall exclude any costs (including professional, legal and administrative costs) incurred by the Owner in relation to the Bridge Planning Application and Necessary Consents prior to the payment of the Bridge Payment to the Council
Bridge Planning Application	the planning application for the Bridge to be made by the Owner pursuant to paragraph 2.4 of this Schedule
Bridge Works Plan	a statement and plans submitted to the Council and the County Council providing full details of the Bridge Works to be carried out to enable

	pedestrian and cycle access from the Site to the Bridge Development Land and of the temporary barriers to be constructed to be agreed by the County Council in consultation with the Council and "Bridge Works" shall be construed accordingly
Diversion of PROW	An order under section 119 of the Highways Act 1980 and/or section 257 of the Act to divert PROWS AU21/AU22
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Necessary Consents	<p>The consents and submission of applications required in order to construct and deliver the Bridge for public use as follows:</p> <ol style="list-style-type: none"> 1. Planning Permission to construct the Bridge pursuant to the Bridge Planning Application 2. Submission of any necessary applications to the County Council to divert PROWs AU21/AU22 and for the extinguishment of PROW AU17 at the PROW AU17 Crossing 3. The closure of the PROW AU17 Crossing in the event PROW AU17 is extinguished 4. The closure of the At Grade Crossing if required 5. Agreement with the County Council to adopt the Bridge

	<p>6. Agreement with Network Rail to construct the Bridge over the Railway Line</p> <p>7. Agreements in regard to the land ownership and access and maintenance obligations and rights in respect of both sides of the Bridge</p> <p>and any other consents reasonably requested by the Council and for the avoidance of doubt any of the aforementioned consents or those reasonably required by the Council may be amended by written agreement by all relevant parties to such consent and provided that a Necessary Consent shall only be deemed to have been obtained if it permits the Bridge to be constructed and delivered by the trigger points and occupation thresholds set out in this schedule</p>
Network Rail	NETWORK RAIL INFRASTRUCTURE LIMITED (company registration number 04402220) whose registered office address is 1 Eversholt Street London NW1 2DN
PROWS	Public rights of way AU21, AU22 and AU17 (where appropriate) as shown on the PROW Plan
PROW AU17 Crossing	The at grade crossing over which PROW AU17 crosses
PROW Plan	The plan with drawing number 2940-016K annexed hereto
PROWS Scheme	<p>means a scheme identifying</p> <p>a. the timing of the submission of applications for the Diversion of the PROWS;</p> <p>b. the timing of applications for diversion or extinguishment of</p>

MILTON



	<p>PROW AU17 outside the Site boundary;</p> <p>c. the timing of applications for temporary closures of the PROWS;</p> <p>d. details of alternative routes to be made available to maintain access to the PROWS during the development of Phase 1 Land,</p> <p>e. the measures to be taken to prevent access to the PROWS from the residential development within the Phase 1 Land</p>
Railway Line	Ashford International to Wye railway line separating the Site from the Bridge Development Land

1.2 Where in this schedule any document or sum is to be agreed with the Council this shall mean to be agreed with the Head of Planning and Development or such other officer of the Council that he shall designate in writing for the purpose

2 Owner's Covenants

The Owner agrees with the Council and the County Council as follows:

- 2.1 the Owner shall not Commence Development until the PROWS Scheme has been submitted to and approved by the County Council in consultation with the Council (such approval not to be unreasonably withheld or delayed);
- 2.2 the Owner shall not Occupy the Development until the Owner has agreed the Bridge Works Plan with the County Council in consultation with the Council
- 2.3 the Owner shall not Commence Development on the Phase 2 Land until the Owner has implemented the PROWS Scheme and for the avoidance of doubt the failure to extinguish or divert PROW AU17 Crossing pursuant to the PROWS Scheme shall not be considered a breach of this paragraph 2.3 and shall not prevent the Commencement of Development on the Phase 2 Land.
- 2.4 The Owner shall submit the Bridge Planning Application to the Council on or before Occupation of One hundred (100) Dwellings and not Occupy or permit more than One hundred (100) Dwellings to be Occupied until the Bridge Planning Application is validated by the Council

- 2.5 The Owner shall use reasonable endeavours to obtain or submit an application for (as the case may be) all Necessary Consents on or before Occupation of One hundred and eighty (180) Dwellings.
- 2.6 Subject to paragraphs 2.8 and 2.9 and 2.10 in the event the Necessary Consents are obtained or an application has been submitted for such Necessary Consents (as the case may be) prior to Occupation of One hundred and eighty (180) Dwellings the Owner shall complete the Bridge (subject always to the Bridge Costs Cap not being exceeded) and open it for public use prior to the earlier of:
- a) the Occupation of Two hundred and eighty eight (288) Dwellings and the Owner shall not Occupy or permit the Occupation of more than Two hundred and eighty eight (288) Dwellings until the Bridge has opened to the public; or
 - b) the expiry of Four (4) years from Occupation of the first Dwelling

ON THE PROVISIO that if the Bridge is not delivered because the Bridge Costs Cap will be exceeded the restriction on Occupation in sub-paragraph (a) shall cease to take effect and sub-paragraphs (a) and (b) shall no longer be enforceable.

- 2.7 The Owner covenants to pay the application fees of any application for diversion or extinguishment of PROW AU17 outside the Site boundary approved by the County Council pursuant to the PROWS Scheme under paragraph 2.1
- 2.8 In the event the Necessary Consents have not been obtained despite the Owner using reasonable endeavours to obtain them or an application has not been submitted for such Necessary Consents (as the case may be) despite the Owner using reasonable endeavours to do so pursuant to paragraph 2.5 the Owner shall continue to use reasonable endeavours to obtain or submit an application for (as the case may be) all Necessary Consents prior to the Occupation of any Dwellings outside Phase 1 Land
- 2.9 In the event the Necessary Consents have not been obtained despite the Owner using reasonable endeavours to obtain them by the earlier of the Occupation of Two hundred and fifty (250) Dwellings or the expiry of Four (4) years from the

Occupation of the first Dwelling the Bridge Payment shall be paid to the Council and the Owner shall not Occupy more than Two hundred and fifty (250) Dwellings until the Bridge Payment has been paid to the Council

2.10 In the event the Owner has not obtained the Necessary Consents before Occupation of the last Dwelling in the Phase 1 Land or the expiry of four (4) years from the Occupation of the first Dwelling pursuant to paragraph 2.8 above the County Council shall agree with the Council how to use the Bridge Payment to secure the Alternative Highway Measures and all obligations and restrictions contained in this paragraph 2 shall cease to be enforceable save that in the event that the Alternative Highway Measures include the delivery of the Bridge the Owner shall grant to the County Council the necessary rights of access entry support maintenance and other necessary rights over so much of the Phase 1 Land as is necessary to deliver and retain the Bridge and over the necessary parts of the estate roads as is required to construct the Bridge

2.11 In the event the Bridge is not delivered pursuant to this schedule because such delivery shall exceed the Bridge Costs Cap all obligations and restrictions on Occupations under this Deed relating to delivery of the Bridge shall cease to be enforceable save that in the event that the Alternative Highway Measures include the delivery of the Bridge the Owner shall grant to the County Council the necessary rights of access entry support maintenance and other necessary rights over so much of the Phase 1 Land as is necessary to deliver and retain the Bridge and over the necessary parts of the estate roads as is required to construct the Bridge

2.12 The Owner shall use reasonable endeavours to extinguish PROW AU17 Crossing prior to the Bridge being open for public use

2.13 If PROW AU17 Crossing has been extinguished pursuant to paragraph 2.12 above prior to the opening of the Amenity Open Space (Phase 1) the Owner shall ensure that physical barriers are erected within the Site and are retained and maintained to prevent access to PROW AU17 Crossing even if the Bridge is open to the public in accordance with the approved PROWS Scheme

- 3 The Council covenants with the Owner to use reasonable endeavours to secure and collect a financial contribution from developments that benefit from the provision of the Bridge including the sites covered by the Council's Local Plan Policy S2 and s19 on a per unit pro-rata basis

- 4 If the Council receives one or more financial contributions pursuant to paragraph 3 above then the Council shall notify the First Developer in writing and pay the First Developer the total sum of such contributions up to a maximum of £1,000,000 within 30 Working Days of receipt of such contributions if the Bridge is built by the First Developer

- 5 In the event the Bridge Payment has been paid to the Council and the Bridge is constructed by the First Developer the Council shall repay the Bridge Payment to the First Developer in instalments of One million pounds (£1,000,000) at milestones to be agreed between the Council and the First Developer

- 6 In the event the Bridge is not constructed and the Bridge Payment has been paid to the Council and has not been agreed to be committed by the County Council in consultation with the Council in full towards delivery of the Alternative Highway Measures within 10 years from the date of final Occupation of the Development the Council shall repay the balance of the Bridge Payment not committed to be applied towards the Alternative Highway Measures within 10 years from the date of final Occupation of the Development to the person who paid the Bridge Payment

7 The Owner covenants to pay the Bridge Payment payable in accordance with paragraph 2.9 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{February 2020} - \end{array} \right) \times \text{Bridge Payment}$$

8 the Bridge Cost Cap shall be index linked using the following formula

The figure for the Index last published before the date on which the payment specified in this deed falls due + Index figure for February 2020 -) × Bridge Costs Cap

Schedule 15 Sustainable Travel

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Bus Service	a half hourly bus service between the Development and Ashford Town centre and Ashford International station to operate for a minimum of 14 hours between the hours of 6am and 8pm Mondays to Fridays and a minimum of 12 hours between the hours of 8am and 8pm on Saturdays Sundays and Bank Holidays
Bus Stops	bus stops in the locations identified on plan 42499_5501_15i appended to this Deed
The County Council Travel Plan Monitoring Fee	One Thousand pounds (£1000) per annum for a period of 10 (ten) years
Index	The All-in Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Loop Road	a loop road through the Development as shown on plan 42499_5501_15i built to an adoptable standard under



 BUS STOP LOCATION
 SEE

DO NOT SCALE FROM THIS DRAWING
 DRAWING SHOWN IN METRES
 DIMENSIONS ARE RECORDED FROM AN INSTRUMENTAL
 SURVEY

VEHICLE TRACKING



Each Bus Stop
 will have a camera
 unit mounted on a
 post to allow vehicle tracking



NO.	DESCRIPTION	AREA (SQ M)	VOLUME (CU M)
1	ROADWAY	1000	0
2	PAVING	1000	0
3	LANDSCAPING	1000	0
4	UTILITIES	1000	0
5	CONCRETE	1000	0
6	BRICKWORK	1000	0
7	GLAZING	1000	0
8	MECHANICAL	1000	0
9	ELECTRICAL	1000	0
10	PLUMBING	1000	0
11	LANDSCAPING	1000	0
12	UTILITIES	1000	0
13	CONCRETE	1000	0
14	BRICKWORK	1000	0
15	GLAZING	1000	0
16	MECHANICAL	1000	0
17	ELECTRICAL	1000	0
18	PLUMBING	1000	0
19	LANDSCAPING	1000	0
20	UTILITIES	1000	0
21	CONCRETE	1000	0
22	BRICKWORK	1000	0
23	GLAZING	1000	0
24	MECHANICAL	1000	0
25	ELECTRICAL	1000	0
26	PLUMBING	1000	0
27	LANDSCAPING	1000	0
28	UTILITIES	1000	0
29	CONCRETE	1000	0
30	BRICKWORK	1000	0
31	GLAZING	1000	0
32	MECHANICAL	1000	0
33	ELECTRICAL	1000	0
34	PLUMBING	1000	0
35	LANDSCAPING	1000	0
36	UTILITIES	1000	0
37	CONCRETE	1000	0
38	BRICKWORK	1000	0
39	GLAZING	1000	0
40	MECHANICAL	1000	0
41	ELECTRICAL	1000	0
42	PLUMBING	1000	0
43	LANDSCAPING	1000	0
44	UTILITIES	1000	0
45	CONCRETE	1000	0
46	BRICKWORK	1000	0
47	GLAZING	1000	0
48	MECHANICAL	1000	0
49	ELECTRICAL	1000	0
50	PLUMBING	1000	0

FOR INFORMATION

CONNINGBROOK PARK, ABINGFORD
 12M SINGLE DECKER BUS

SITE WIDE - VEHICLE TRACKING

QUINN
 ESTATES



DATE	NO.	BY	APP.
12/01/2018	001	...	...
12/01/2018	002	...	...
12/01/2018	003	...	...
12/01/2018	004	...	...
12/01/2018	005	...	...
12/01/2018	006	...	...
12/01/2018	007	...	...
12/01/2018	008	...	...
12/01/2018	009	...	...
12/01/2018	010	...	...
12/01/2018	011
12/01/2018	012
12/01/2018	013
12/01/2018	014
12/01/2018	015
12/01/2018	016
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12/01/2018	025
12/01/2018	026
12/01/2018	027
12/01/2018	028
12/01/2018	029
12/01/2018	030
12/01/2018	031	...	...
12/01/2018	032	...	...
12/01/2018	033	...	...
12/01/2018	034	...	...
12/01/2018	035	...	...
12/01/2018	036	...	...
12/01/2018	037	...	...
12/01/2018	038	...	...
12/01/2018	039	...	...
12/01/2018	040	...	...
12/01/2018	041	...	...
12/01/2018	042	...	...
12/01/2018	043	...	...
12/01/2018	044	...	...
12/01/2018	045	...	...
12/01/2018	046	...	...
12/01/2018	047	...	...
12/01/2018	048	...	...
12/01/2018	049	...	...
12/01/2018	050	...	...

QUINN ESTATES
 12M SINGLE DECKER BUS
 12/01/2018

	an agreement under section 38 of Highways Act 1980
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2. Owner's Covenants

The Owner agrees with the County Council as follows:

- 2.1. to build the Loop Road on or before Occupation of Fifty (50) Dwellings;
- 2.2. not to Occupy or permit Occupation of more than Fifty 50 Dwellings before the Loop Road has been built.
- 2.3. to provide the Bus Stops on or before Occupation of Fifty (50) Dwellings.
- 2.4. not to Occupy or permit Occupation of more than Fifty (50) Dwellings before the Bus Stops have been provided.
- 2.5. to provide the Bus Service on or before Occupation of Fifty (50) Dwellings
- 2.6. not to Occupy or permit the Occupation of Fifty (50) Dwellings until the Bus Service referred to in paragraph 2.5 of this schedule has started operating. In the event that the Owner has used a tender approved by the County Council (which may include a requirement to tender for different options), but no bids are successful, the County Council may consent to the Owner tendering for an alternative service instead. In that case, the level of service described above shall be construed accordingly. Alternatively, or in addition, the Council and County Council may consent in writing to the Owner Occupying a greater number of Dwellings than specified in paragraph 2.5 of this schedule.
- 2.7. To pay the County Council Travel Plan Monitoring Fee on or before Occupation of Seventy five (75) Dwellings and on the anniversary of that date for Nine (9) years thereafter index linked using the following formula:

The figure for the Index last published before the date on which the payment specified in this deed is made	=	index figure last published for that index before the date of the Council's Planning resolution approving the Planning Application)	×	Travel Plan Monitoring Fee (or portion as appropriate)
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- 2.8. To secure the provision on the Bus Service for such a period of time until the operation of Bus Service financially breaks even or the maximum subsidy of Eight hundred thousand pounds (£800,000) has been spent
- 2.9. The figure referred to in 2.8 shall be index linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) + \begin{array}{l} \text{index figure last} \\ \text{published for that} \\ \text{Index before the} \\ \text{date of Council's} \\ \text{the Planning} \\ \text{resolution} \\ \text{approving the} \\ \text{Planning} \\ \text{Application} \end{array} \times \begin{array}{l} \text{£800,000 (or} \\ \text{portion as} \\ \text{appropriate)} \end{array}$$

Schedule 16 Youth Services Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Youth Service	equipment and mobile vehicle for the Youth Service to enable the provision of an outreach service in the vicinity of the Development
Youth Services Contribution	Youth Service Contribution 1 Youth Services Contribution 2 and Youth Services Contribution 3
Youth Service Contribution 1	the sum of eight thousand and thirty eight pounds and eight pence (£8,038.08) (comprising two hundred and eighty eight (288) Dwellings x £27.91) to be applied in the event of receipt towards the provision of Youth Service

Youth Service Contribution 2	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 2 Land by twenty seven pounds and ninety one pence (£27.91) per Dwelling to be applied in the event of receipt towards the provision of an outreach service in the vicinity of the Development
Youth Service Contribution 3	the sum calculated by multiplying the number of additional dwellings in the Outline Dwelling Scheme to be provided on the Phase 3 Land by twenty seven pounds and ninety one pence (£27.91) per Dwelling to be applied in the event of receipt towards the provision of an outreach service in the vicinity of the Development
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation or

2. Owner's Covenants

The Owner covenants with the County Council as follows:

2.1 The Owner agrees with the County Council as follows:

2.1.1 to pay fifty percent (50%) of the Youth Service Contribution 1 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 1 Land

2.1.2 to pay the balance fifty percent (50%) of the Youth Service Contribution 1 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 1 Land

2.2 To pay the Youth Service Contribution1 (or portion of such contribution as appropriate) payable in accordance with paragraphs 2.1.1 or 2.1.2 index - linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Youth Service} \\ \text{Contribution 1} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.3 In the event that the Index ceases to be published to pay the Youth Service Contribution 1 increased using the Index until the cessation of such index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

2.4 The Owner further agrees with the County Council as follows:

2.4.1 to pay fifty percent (50%) of the Youth Service Contribution 2 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 2 Land

2.4.2 to pay the balance fifty percent (50%) of the Youth Service Contribution 2 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 2 Land

2.5 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.1.1 has been paid in full to the County Council

2.6 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 2 Land until the payment referred to in paragraph 2.4.2 has been paid in full to the County Council

2.7 to pay the Youth Service Contribution 2 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.4.1 or 2.4.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ 328.3 \end{array} \right) \times \begin{array}{l} \text{Youth Service} \\ \text{Contribution 2} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.8 In the event that the Index ceases to be published to pay the Youth Service Contribution 2 increased using the Index until the cessation of such index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

2.9 The Owner further agrees with the County Council as follows:

2.9.1 to pay fifty percent (50%) of the Youth Service Contribution 3 to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings on the Phase 3 Land

2.9.2 to pay the balance fifty percent (50%) of the Youth Service Contribution 3 to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings on the Phase 3 Land

2.10 not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.9.1 has been paid in full to the County Council

2.11 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings on the Phase 3 Land until the payment referred to in paragraph 2.9.2 has been paid in full to the County Council

2.12 to pay the Youth Service Contribution 3 (or portion of such contribution as appropriate) payable in accordance with paragraph 2.9.1 and 2.9.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed falls due} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{October 2016 -} \\ \text{328.3} \end{array} \right) \times \begin{array}{l} \text{Youth Service} \\ \text{Contribution 3} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.13 in the event that the Index ceases to be published to pay the Youth Service Contribution 3 increased using the Index until the cessation of such Index, and thereafter such replacement index as the County Council reasonably considers a comparable index.

3 The County Council's Covenants

The County Council agrees with the Owner that in the event that the Youth Services Contribution has not been committed towards the purpose set out in this schedule within Ten (10) years of the receipt of the payment in full or (if later) the Occupation of the last Dwelling on the Site then the County Council will on the receipt of a written request by the person who paid the sums repay the balance of any sums not committed to the person who paid those sums

Schedule 17 Community Building

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Appointed Professional	a suitably qualified professional person or organisation appointed by the Ashford Town Bowls Club at the Owner's cost and having valid professional indemnity insurance in the sum of not less than £1m per claim to inspect and advise the Ashford Town Bowls Club as to whether the Car Park Community Building and Outdoor bowling Green have been satisfactorily completed and to issue the Provisional Certificate and Final Certificate to the Ashford Town Bowls Club
Approved Community Building Marketing Strategy	the Community Building Marketing Strategy for the Community Building approved pursuant to paragraph 2.4 of this schedule
Approved Community Building Hire Fee	the Community Building Hire Fee for the Community Building as approved in the Approved Community Building Marketing Strategy
Approved Community Building Specification	the Community Building Specification for the Car Park Community Building and the Outdoor Bowling Green approved pursuant to paragraph 2.2 of this schedule
Ashford Town Bowls Club	the club whose current address is Vicarage Lane Ashford Kent TN23 1NJ or such other Bowls England accredited club as may be approved by the Council
Car Park	the car park providing no less than Thirty two (32) spaces of which Two (2) are to be disabled spaces together with motorcycle parking and

	<p>bicycle racks all to comply with the County Councils' standards with access to a public road and an entrance of tarmac finish with a bonded type one finish or similar as shown indicatively on drawing number 2940B-01C- appended to this deed to be provided maintained and transferred by the Owner in accordance with paragraphs 2.3 2.71 and 2.12.1 of this schedule to Ashford Town Bowls Club</p>
<p>Community Building</p>	<p>a building (292sqm) and as shown on drawing numbers 2940B-01C Site Plan and 2940B02A Floor Plan appended to this deed</p>
<p>Community Building Marketing Strategy</p>	<p>The marketing strategy related to the Car Park and Community Building including:</p> <p>(a) The access criteria for Community Building Users including details of the hours of availability to hire for community use being a minimum of Monday to Friday and Sunday 9.00 until 23.00 and Saturday 09.00 until 23.00 with availability for Ashford Town Bowls Club to book exclusive use..</p> <p>Weekdays (Oct-Mar) On 1 day, 9am – 12pm or 6pm -10pm</p> <p>Weekdays (Apr – Sept) On 3 days 5pm to 10 pm On 1 day 1pm to 6 pm</p> <p>Weekends (Apr-Sept) Saturday - 12noon - 7pm Sunday 12 noon - 7 pm</p>



Site Plan

Proposed Bowling Club, Land North of Willesborough, Conningbrook, Ashford

	Land North of Willesborough Ashford	Date: 15/01/2014 Author: [Name] Checked: [Name]
	Project Name: [Name] Project Number: [Number]	

MILTON
KEYNES
 COUNCIL



Floor Plan
Proposed Bowling Club, Land North of Willenborough, Conningbrook, Ashford


MILTON
 CONSULTANTS
 100 High Street, Milton, MA 01867
 Tel: 01454 861111
 Fax: 01454 861112
 Email: info@milton-consultants.co.uk
 Website: www.milton-consultants.co.uk

MILTON
 CONSULTANTS

- | | |
|--|--|
| | <ul style="list-style-type: none">(b) The proposed Community Building Hire Fee and damage deposit to be charged to Community Building Users, based upon evidence and analysis of local market community space hire fees to be undertaken by the Owner and made available to the Council(c) Proposed lease or licence terms including terms and conditions of hire reasonably available methods of booking and gaining access to the Car Park and Community Building by Community Building Users and to the Car Park Community Building and the Outdoor Bowling Green by Ashford Town Bowls Club between the issue of the Provisional Certificate and the Transfer of the Car Park Community Building and the Outdoor Bowling Green to Ashford Town Bowls Club referred to in Paragraph 2. 10 of this schedule(d) Indicative floor plans describing any proposed sub-division of the Community Building to Community Building Users(e) The proposed fit out of the Community Building to include the Fixtures Fittings Requirements(f) The proposed specification of the Car Park and Outdoor Bowling Green to be agreed by the Council and Ashford Town Bowls Club |
|--|--|

	<p>(g) Methodology to support the proposed marketing strategy for the Car Park and Community Building including the publications, websites or spaces that will be utilised to advertise the available space</p> <p>(h) Evidence of soft testing of the marketing strategy for the Car Park and Community Building</p>
Community Building Users	any qualifying person or organisation approved as eligible by the Council in the Approved Community Building Marketing Strategy to use the Car Park and Community Building and "Community Building User" shall be construed accordingly
Community Building Hire Fee	a hire fee within the average range of local hire fees as approved by the Council as part of the Approved Community Building Marketing Strategy
Community Building Specification	<p>The specification related to the provision of the Community Building within the Development which shall include at a minimum the following specifications for the Community Building:</p> <ul style="list-style-type: none"> - to be finished to a standard that will allow for immediate use including secure entrance(s), heating, lighting, kitchenette(s) and w/c facilities - to be fully enclosed with perimeter walls and consented windows and doors installed - the floors to be power-floated with a minimum of 5 Kn loading capacity (4+1 Kn)

	<ul style="list-style-type: none"> - to be mechanically or naturally ventilated depending on planning policy requirements - floor to ceiling heights and natural light provision is to be as generous as possible - all statutory services are to be supplied, capped and tested and separately metered. All drainage to be installed and connected - to be in compliance with all BREAAAM 'very good' rating pre-qualification and post qualification testing and certification - to comply with all relevant accessibility regulations and requirements - electrical supply to be 3 phase - and a specification for the Car Park and Outdoor Bowling Green to be agreed by the Owner in writing with the Council and Ashford Town Bowls Club prior to Commencement of Development
Final Certificate	<p>a certificate to be issued by the Appointed Professional to the Ashford Town Bowls Club on or after expiration of the Maintenance Period when the Car Park Community Building and Outdoor Bowling Green have been satisfactorily maintained to the reasonable satisfaction of the Appointed Professional in accordance with the Approved Community Building Specification</p>
Fixtures Fittings Requirements	<p>The fixture and fitting list from Ashford Town Bowls Club November 2018 appended to this</p>

Ashford Town Bowls Club

Founded 1989

GREEN – Vicarage Lane, Ashford, Kent TN23 1NJ

September 2018

NEW PAVILION – Requested Fixtures and Fittings

General – Electricity supply/Light fittings/Plugs/Water supply/piping/radiators/shutters/security lighting

Plant Room – Heating system with thermostat (Solar/Gas/Oil?)

The following all need frosted glass windows:

- Toilets – Ladies – 2 wash basins/3 toilets/handdryer/mirror/non-slip flooring
- Mens – 2 wash basins/2 toilets/3 urinals/handdryer/non-slip flooring
- Disabled – 1 wash basin/1 toilet/ rails/handdryer/shelf/mirror/non-slip flooring

Passageway – Non-slip flooring

Ladies Changing Room – Carpet/seating/hanging space for coats etc/mirror/lockers

Mens Changing Room – Carpet/seating/hanging space for coats etc/mirror/lockers

Lady visitors Changing Room – Carpet/seating with space under/hanging space/mirror

Men visitors Changing Room – Carpet/seating with space under/hanging space/mirror

With ordinary glass windows:

Hall – Wooden floor/8 round tables(collapsible) + storage stand/64 stackable chairs/entrance mats

Meeting Room – Carpet/table/8 stackable chairs/2 Filing cabinets

Bar – Sink/glasswasher/ice machine/2 fridges for bottles/bar/security paneling & entry/shelving/ stools

Bar Store – Shelving/Large fridge

Kitchen – 2 sinks (1 for pots/1 for handwashing)/units (working surfaces/cupboard space)/cooker/cooker hood/hob/microwave – all built in/dishwasher/fridge/freezer

Ashford Town Bowls Club

Founded 1909

GREEN - Vicarage Lane, Ashford, Kent TN23 1NJ

	deed or such other specification as shall be agreed in writing with the Council
Index	The All in Tender Price Index as published by the Building Costs Information Service on behalf of the Royal Institute of Chartered Surveyors or any successor organisation
Index Linked	Adjusted in accordance with the provisions of paragraph 2.18 of this schedule ('Index Linking' shall refer to the process of such adjustment)
Maintenance Period	a period of one (1) year from the later of the date of issue of the Provisional Certificate or such longer period of time as may be agreed by the Council and the Owner
Outdoor Bowling Green	The outdoor bowling green not less than Forty (40) m wide and Forty (40) m long with a minimum of Five (5) m each side for landscaping together with seating for spectators as shown indicatively on plan 2940B-01C appended to this deed to be provided maintained and transferred by the Owner in accordance with paragraphs 2.3 2.71 and 2.12.1 of this schedule to Ashford Town Bowls Club for their exclusive use
Provisional Certificate	a certificate issued by the Appointed Professional to the Ashford Town Bowls Club when it is satisfied that the Car Park Community Building and Outdoor Bowling Green have been laid out equipped and completed in accordance with the Approved Community Building Specification and are safe and useable by Ashford Town Bowls Club and the Community Building Users
Transfer	A Land Registry transfer to the Ashford Town Bowls Club with full title guarantee of the entire freehold title to the Car Park Community Building and the Outdoor Bowling Green which:

	<p>i. contains provisions in accordance with the Approved Community Building Marketing Strategy</p> <p>ii. is free from any right of pre-emption or option</p> <p>iii. is free from any mortgage, charge, lien or similar encumbrance</p> <p>iv. is free from any lease, licence or other third party interest</p> <p>v. is made subject to a restrictive covenant which prohibits the use of the Community Building for any purpose other than for community use</p> <p>vi. reserves in favour of the Owner for the benefit of the Development any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services</p> <p>vii. reserves in favour of the Owner for the benefit of the Development the right to lay and use new services together with any usual and necessary rights of entry to inspect, repair, renew, cleanse and maintain the same</p> <p>viii. is for consideration of one pound (£1)</p> <p>ix. contains covenants for the benefit of the Council that the Ashford Town Bowls Club will manage renew and maintain the Car Park Community Building and the Outdoor Bowling Green in accordance with the Approved Community Building Specification and will use all reasonable endeavours to collect all relevant contributions towards the costs and expenses incurred by it and will not dispose of the Car Park Community Building or Outdoor Bowling Green without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing</p>
SDLT	Stamp Duty Land Tax

2. Owner's Covenants

The Owner covenants with the Council to

- 2.1 submit a Community Building Specification to the Council prior to the Commencement of Development
- 2.2 not to Commence Development until the Community Building Specification has been approved in writing by the Council
- 2.3 to construct, Practically Complete and fit out the Car Park Community Building and the Outdoor Bowling Green in accordance with the Approved Community Building Specification at the Owner's own cost prior to the Occupation of the three hundredth (300th) Dwelling
- 2.4 not to Occupy or permit the Occupation of more than three hundred (300) Dwellings prior to the construction, and fitting out of the Car Park Community Building and the Outdoor Bowling Green in accordance with the Approved Building Specification at the Owner's own cost and the issue of the Provisional Certificate by the Appointed Professional
- 2.5 prior to the Commencement of the construction of the Car Park Community Building and the Outdoor Bowling Green to submit a Community Building Marketing Strategy to the Council for its approval in writing
- 2.6 if after inspection of the Car Park approved Community Building and the Outdoor Bowling Green or any part thereof, the Appointed Professional considers that the Car Park Community Building and the Outdoor Bowling Green or any part thereof has not been provided laid out and landscaped satisfactorily in accordance with the Approved Community Building Specification the Appointed Professional shall notify the Owner the Council and the Ashford Town Bowls Club of the outcome of the inspection within ten (10) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Appointed Professional to bring the Car Park approved Community Building and the Outdoor Bowling Green or any part thereof up to the standard required by the Community Building Specification and the procedures referred to in paragraphs 2.6 to 2.8 of this

schedule shall be repeated as often as necessary until a Provisional Certificate is issued

2.7 from the date of issue of the Provisional Certificate the Owner covenants:-

2.7.1 to ensure the use of the Car Park and Community Building for community use by Community Building Users and use by Ashford Town Bowls Club and of the Outdoor Bowling Green by Ashford Town Bowls Club in accordance with the approved Community Building Marketing Strategy and

2.7.2 to manage and maintain the Car park Community Building, and Outdoor Bowling Green during the Maintenance Period in accordance with Approved Community Building Specification and to make good to the reasonable satisfaction of the Appointed Professional and the Ashford Town Bowls Club any damage or defects in the Car Park approved Community Building or the Outdoor Bowling Green arising during the Maintenance Period

2.8 At the expiration of the Maintenance Period to apply to the Appointed Professional for the issue of the Final Certificate and in the meantime to continue to perform paragraph 2.7.2 until the Transfer is completed

2.9 On receipt of the written request referred to in paragraph 2.8 of this schedule the Appointed Professional shall carry out an inspection of the Community Building and Outdoor Bowling Green or any part thereof within twenty (20) Working Days of receipt and if after inspection of the Community Building and Outdoor Bowling Green or any part thereof the Appointed Professional considers that the Community Building, and the Outdoor Bowling Green have been satisfactorily provided laid out and landscaped managed maintained and made good in accordance with the Community Building Specification and paragraph 2.7.2 the Appointed Professional shall issue the Final Certificate and within twenty (20) Working Days of carrying out the inspection to the Owner and Ashford Town Bowls Club with a copy to the Council

2.10 The Owner shall enter into the Transfer

- 2.10.1 within six (6) weeks of the issue of the Final Certificate by the Appointed Professional PROVIDED ALWAYS THAT the Owner shall continue to maintain the Community Building and Outdoor Bowling Green in a clean and tidy condition until the Transfer has been completed.
- 2.11 the Owner shall submit an executed copy of the Transfer to the Council within ten (10) Working Days of completion of the registration of the transfer
- 2.12 the Owner covenants not to cause or permit the Occupation of four hundred (400) of the Dwellings until:
- 2.12.1 the Car Park Community Building and Outdoor Bowling Green have been transferred to the Ashford Town Bowls Club and
- 2.12.2 a copy of the executed Transfer for the transfer of the Car Park Community Building and Outdoor Bowling Green approved in the Community Building Specification to the Ashford Town Bowls Club has been submitted to the Council
- 2.12.3 any reasonable approval or inspection fees incurred by the Council pursuant to this paragraph 2 have been paid in full to the Council.
- 2.13 From the date of the Transfer ensure that the Car Park and Community Building are available for use by a Community Building User at the Approved Community Building Hire Fee in accordance with the Approved Community Building Specification and the Approved Community Building Marketing Strategy in perpetuity
- 2.14 submit a report to the Council annually setting out details of all Community Building users, hire fees charges to each user and providing copies of all licences granted to users and any other information and/or data reasonably required by the Council
- 2.15 pay the Council's reasonable administration, staff costs legal fees disbursements, surveyor costs incurred by the Council in connection with the approval of the Community Building Specification, the Community Building Marketing Strategy and review of the report referred to in paragraph 2.14 above
- 2.16 in the event of non-compliance with any part of this schedule the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

2.17 in the event that the Community Building is not provided and is not made available in accordance with all of the provisions in 2.1 to 2.16 of this schedule the owner will pay to the Council the sum of One million three hundred and fifty six thousand three hundred and fifty one pounds and seventy five pence (£1,356,351.75) as a financial contribution towards the provision and maintenance of an off-site community building and on written receipt of the payment by the Council of the figure calculated under this paragraph and paragraph 2.18 of this schedule the financial obligations and the covenants in this schedule 17 shall cease to apply and shall determine absolutely

2.18 the figure in para 2.17 shall be index linked using the following formula

The figure for the Index last published (before the date on which the payment specified in this Deed is made

$$+ \left(\frac{\text{Quarterly index figure last published before October 2018}}{\text{Quarterly index figure last published before October 2018}} \right) \times \text{£1,356,351.75.}$$

Schedule 18 Serviced Plots

1. In this schedule the following words shall have the following meaning in addition to the definitions in clause 1 of this deed

Design Brief	an assessment of the design parameters within which a self or custom build property will need to adhere to on each Serviced Plot taking into account the form and scale of development proposed as part of the wider application
Marketing Strategy (Phase 3 Land)	means the marketing strategy related to the Serviced Plots (Phase 3 Land) including: (a) the location of the Serviced Plots and for the avoidance of doubt the Serviced Plots (Phase 3 Land) may be located in a self-contained area and may be marketed and sold in sub-phases of Serviced Plots where the Owner deems it necessary to comply with site health and safety requirements;

	<p>(b) the timing of when the Serviced Plots will be available for purchase</p> <p>(c) the design parameters which apply to each Serviced Plot, as stipulated in the Design Brief</p> <p>(d) evidence that the Serviced Plots will be available for purchase at a reasonable costs to encourage the delivery of Self-Build and Custom Build dwellings (such reasonable cost shall be evidenced by two independent valuations of the open market value of the Serviced Plots and such valuations shall include (but not be limited to) the infrastructure costs (including the cost of complying with this deed) incurred or to be incurred by the Owner in providing the Serviced Plots)</p> <p>(e) the broad terms of sale for the Serviced Plots which shall include contractual provisions that the electricity gas telecommunications water and waste water infrastructure and connections suitable for the provision of the Serviced Plots are provided prior to legal completion of each Serviced Plot with suitable guidance to potential purchasers and an indication as to what the arrangements will be needed between the parties to ensure the timely transfer of the Serviced Plots taking into account any self-contained areas in which the Serviced Plots are situated and relevant health and safety requirements</p> <p>(f) the methodology to support the proposed marketing strategy for the Serviced Plots (Phase 3 Land) including the publications, websites or spaces that will be used to advertise the Serviced Plots (Phase 3 Land);</p> <p>(g) evidence of soft testing of the marketing strategy for the Serviced Plots (Phase 3 Land);</p>
<p>Self-Build & Custom Build Housebuilding</p>	<p>building by an individual or association of individuals or persons working with or for individuals or associations of individuals to build or complete houses to be occupied as</p>

	homes by those individuals (provided that there shall be no restriction on the occupation of the Serviced Plot after the Serviced Plot has been built and subsequently sold by those individuals) and "Self-Build & Custom Build House Builder" shall be construed accordingly
Serviced Plots	a plot with direct access to the public highway and which on the date of legal completion of the sale of the said plot to the Self Build & Custom Build House Builder will also have electricity gas telecommunications water and waste water infrastructure and connection suitable for Self-Build & Custom Build Housebuilding;
Serviced Plots (Phase 3 Land)	up to Thirty six (36) Serviced Plots on the Phase 3 Land;

2. The Owner covenants with the Council as follows
- 2.1. prior to Submission of the Reserved Matters Application for the Phase 3 Land to submit to the Council for approval the details of the proposed Serviced Plots (Phase 3 Land) the Design Brief and the Marketing Strategy (Phase 3 Land)
 - 2.2. not to Commence Development on the Phase 3 Land unless and until the Owner has obtained the Council's approval in writing for the proposed Serviced Plots (Phase 3 Land) the Design Brief and the Marketing Strategy (Phase 3 Land)
 - 2.3. to mark out each of the Serviced Plots (Phase 3 Land) within Fourteen (14) days of the approval under paragraph 2.2 and thereafter keep the Serviced Plots (Phase 3 Land) free from any development whether temporary or permanent and not to place park or store any vehicles or thing on any Serviced Plot (Phase 3 Land) during the Marketing Period referred to in paragraph 2.4 provided this paragraph shall not prevent the laying of service media within the Serviced Plots (Phase 3 Land) where necessary to serve the Serviced Plots
 - 2.4. to actively market each of the Serviced Plots (Phase 3 Land) for no fewer than (twelve (12) calendar months) the first one starting from approval of the Marketing Strategy (Phase 3 Land) in accordance with the approved Marketing Strategy at the Owner's own cost

- 2.5. to submit written details of the marketing exercise undertaken under paragraph 2.4 of this schedule and such other evidence as reasonably required by the Council at the end of the marketing exercise under paragraph 2.4 of this schedule within ten (10) Working Days of a written request by the Council
- 2.6 to dispose of the Serviced Plots in accordance with the approved Marketing Strategy
- 2.7 to procure that the Serviced Plots (Phase 3 Land) are disposed to a Self-Build & Custom House Builder in accordance with the approved Marketing Strategy no later than three (3) months prior to the anticipated date of Occupation of the last Open Market Dwelling (Phase 3 Land) PROVIDED THAT if the Owner provides evidence pursuant to paragraph 2.5 to the Council's reasonable satisfaction that paragraph 2.4 has been complied with and despite the Owner using reasonable endeavours to exchange contracts for the sale of all of the Serviced Plots (Phase 3 Land) contracts have not been exchanged for the sale of one or more of the Serviced Plots (Phase 3 Land) ("Unsold Serviced Plots (Phase 3 Land)") by Six (6) months after the expiry of the relevant Marketing Period this Schedule shall cease to apply and shall determine absolutely in respect of the Unsold Service Plots (Phase 3 Land) and the Owner shall be entitled to develop and sell the Unsold Serviced Plots (Phase 3 Land) as open market housing and shall not be required to provide the Unsold Serviced Plots (Phase 3 Land) for Self-Build & Custom Build Housebuilding

Schedule 19

Access to Adjoining Land

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Adoption Agreements	An agreement between the freeholder of the land in question with the County Council under section 38 and/or section 278 Highways Act 1980 (as appropriate).
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Access Road	A road to Adoptable Standard from the northern boundary of Phase 1 direct to the Land at Orchard Farm without crossing any land other than the Site such route for pedestrians cycles and motorised vehicles shall be provided up to the boundary of the Site with the Land at Orchard Farm without ransom strips and provided to adoptable standard as indicated on the plan illustrative Master Plan July 2019 drawing number 2940-033E appended to this deed to be provided in accordance with the paragraphs in this schedule
Adoptable Standard	The construction of the Access Road to a technical and design standard agreed with the County Council that will allow for the adoption of the Access Road by the County Council in accordance with the provisions of the 1980 Highways Act
Land at Orchard Farm	the land shown on drawing number 2940- 025A November 2021 appended to this deed
Landscape Buffer	the land shown shaded blue and marked (b) on drawing number 2940-041 G
Owner of the Land at Orchard Farm	The registered proprietor of the Land at Orchard Farm and if there is more than one registered proprietor all of them together

2 The Owner covenants with the Council and the County Council

2.1 to provide the Access Road in accordance with paragraph 2 of this schedule

2.2 to agree in writing with the Council by way of a suitable scale plan referencing the precise position and extent of the Access Road by no later than the date of the submission of the Reserved Matters application for Phase 2 and Phase 3 and

2.3 to practically complete the Access Road to Certificate 1 (binder course) standard no later than prior to the Occupation of Six hundred (600) Dwellings



- 1. Planting
- 2. Path
- 3. Lawn
- 4. Water feature
- 5. Building
- 6. Parking
- 7. Road
- 8. Boundary
- 9. Utility
- 10. Other

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Date: _____		Client: _____
Project: _____	Location: _____	
Scale: _____		



1/5



- 2.4 not to Occupy more than Six hundred (600) Dwellings until the Access Road has been provided to Certificate 1 (binder course) standards and the compliance with paragraph 2.5
- 2.5 to use reasonable endeavours to enter into Adoption Agreements in respect of the Access Road together with any intervening land now comprising title number K468381 between the Access Road and the Land at Orchard Farm so as to avoid any ransom strip with the County Council prior to Commencement of Development of Phase 3 and details of such Adoption Agreements are to be submitted to the Council pursuant to any Reserved Matters application for Phase 3 unless previously provided
- 2.6 The County Council acknowledges that in order to provide the Access Road part of the Landscaped Buffer will need to be removed at the point of access
- 2.7 The Owner covenants with the Council to permit the Owners of the Land at Orchard Farm the right to pass and repass over the Access Road and across the Site to the adopted public highway from the date that the Certificate 1 is given for the Access Road until the Access Road is adopted as Public Highway maintainable at the public expense provided that the Access Road shall not be used for the purposes of construction traffic accessing Land at Orchard Farm without the written consent of the Owner.
3. The County Council covenants with the Owner to use reasonable endeavours to enter into Adoption Agreements in respect of the Access Road together with any intervening land now comprising title number K468381 between the Access Road and the Land at Orchard Farm so as to avoid any ransom strip with the County Council prior to Commencement of Development of Phase 3

Schedule 20 Strategic Parks Contribution

1. Definitions

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Index	the Output Price Indices for Public Work Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Strategic Parks	Provisions towards the provisions of Conningbrook lakes Country Park and its maintenance

Strategic Parks Contribution	<p>(1) the sum of Seventy Two thousand five hundred pounds = (£72,500) towards Strategic Parks and</p> <p>(2) the sum of Thirty four thousand and seventy five pounds (£34,075) towards the maintenance thereof</p>
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2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1 to pay to the Council Seventy two thousand five hundred pounds (£72,500) prior to the Occupation of the four hundredth (400th) Dwelling
- 2.2. not Occupy more than four hundred (400) Dwellings until the payment referred to in paragraph 2.1. has been made
- 2.3. to pay the Council Thirty four thousand and seventy five pounds (£34,075) prior to the opening of the Bridge to be provided in accordance with Schedule 14 of this deed
- 2.4. The Strategic Parks Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 and 2.3 shall be index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \times \left(\begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(normally 225)} \end{array} \right) \times \begin{array}{l} \text{Strategic} \\ \text{Parks} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until such the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index.

3. Council's covenants

The Council agrees with the Owner that the event that the Strategic Parks Contribution has been paid in full to the Council and that the Strategic Parks Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of the payment of the final instalment of the Strategic Parks Contribution and following the expiry of that 10 year period and the Council has received a written notification from the Owner of the date of Occupation of the Four Hundredth (400th) Dwelling and the completion of the Bridge to be provided in accordance with schedule 14 of the deed the Council on the written request by the person who paid the final instalment of the Strategic Parks Contribution will pay the balance of the Strategic Parks Contribution which is not committed to be expended within 10 years of the date of payment of the final instalment of the Strategic Parks Contribution to the person who paid the final instalment of Strategic Parks Contribution.

Schedule 21

Dispute Resolution

- 1.1 In this schedule the following words shall have the following meanings in addition to the definitions in clause 1 of this deed:

Dispute Notice	a notice formally identifying a Relevant Dispute given by one party to another or other parties to this deed
Disputing Parties	the parties to this deed who have given or received a Dispute Notice
Expert	a person having at least ten years post qualification experience in the subject matter of the Relevant Dispute
Relevant Dispute	any dispute or difference between the Disputing Parties other than a theoretical dispute or difference or one in respect of its legal interpretation or any dispute as to

	the quantum of any contribution payable to the Council or County Council where the amount due and/or the method of calculation is expressly set out in this deed
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- 2.1 Any Relevant Dispute which is subject to a Dispute Notice and is not resolved within Twenty (20) Working Days of the Dispute Notice may be referred by any one or more of the Disputing Parties to an Expert
- 2.2 The Expert shall be agreed in writing by the Disputing Parties or if not agreed within Twenty (20) Working Days of the Dispute Notice (or thereafter) shall be nominated at the request and option of any of the Disputing Parties by or on behalf of the President for the time being of the Royal Town Planning Institute
- 2.3 The Expert shall act as an expert and not as an arbitrator.
- 2.4 Unless otherwise agreed the Expert shall be appointed subject to an express requirement to reach his decision and communicate and his direction as to the payment of his costs it to the Disputing Parties within the minimum practicable timescale allowing for the nature and complexity of the Relevant Dispute and in any event in not more than sixty (60) Working Days from the date of his appointment
- 2.5 Unless otherwise agreed, the Expert shall give notice to each of the Disputing Parties inviting them to submit to the Expert's and each other within twenty (20) Working Days of the Expert's appointment written submissions and supporting material. The Expert shall afford an opportunity for the Disputing Parties to make counter-submissions in respect of any such submissions and material within a further twenty (20) Working Days. The written decision with reasons which shall include a direction as to the payment of the Expert's costs shall be given to the Disputing Parties within Twenty (20) Working Days thereafter

- 2.6 Other than in respect of the Experts costs, the decision of the Expert shall not be binding on the Disputing Parties but shall be given due and proper consideration by each of them and if any of the Disputing Parties does not accept it (either in whole or in part) then such Disputing Party shall provide to the other Disputing Parties full written reasons for such non-acceptance within Twenty (20) Working Days of the Expert's decision
- 2.7. The Expert's costs (including those of his nomination) shall be at the Expert's discretion and payable according to the Expert's direction and failing such direction shall be borne by the Disputing Parties in equal shares. For the avoidance of doubt this shall apply whether or not the Expert's decision on the subject-matter of the Relevant Dispute is accepted by any Disputing Party
- 2.8. If the Expert shall die or become unable or unwilling to act or to continue to act then a substitute Expert shall be agreed or nominated as set out above

Schedule 22 Offsite Wetland

Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Appropriate Assessment	the appropriate assessment adopted by the Council on or before granting the Planning Permission under the Conservation of Habitats and Species Regulations 2017 (as amended) for the Development
Certificate of Practical Completion	a certificate issued by the Owner's Expert –Offsite Wetland that the Wetland Development has been completed and is ready for use in accordance with the provisions of paragraph 2.3 of this schedule

Certificate of Satisfactory Completion	a certificate issued by the Council that the Wetland Development has been satisfactorily provided and laid out in accordance with the provisions of paragraph 2.3 of this schedule
Environment Agency	the body of that name of PO Box 544 Rotherham S60 1BY United Kingdom or any successor body

Expert-Offsite Wetland	<p>such appropriately qualified expert :</p> <ul style="list-style-type: none"> • as shall be engaged by the Owner or Owner Offsite Wetland to confirm that they have inspected the Wetland Development Land prior to and during the construction of the Wetland Development and that they have checked and satisfied themselves that the provisions of the Wetland Development has been carried out and completed and to issue a report to the Council confirming that in their expert opinion the Certificate of Practical Completion can be issued and to issue the Certificate of Practical Completion ("Owner's Expert- Offsite Wetland") and/or • as may be engaged independently by the Council to test and/or inspect the Wetland Development and issue the Certificate of Satisfactory Completion (" Council's Expert- Offsite Wetland")
Natural England	<p>the body of that name of Hornbeam House Crewe Business Park Electra Way Crewe Cheshire CW1 8GJ or any successor body</p>
Natural England Guidance	<p>Advice on Nutrient Neutrality for New Development in the Stour Catchment in Relation to Stodmarsh Designated Sites - For Local Planning Authorities November 2020 or other advice in force at the time the Wetland Development Proposal is approved by the Council</p>
Necessary Consents	<p>any permit and/or any other necessary consent/s required to be obtained from including but not limited to the River Stour Internal Drainage Board the Environment Agency and Natural England for the Wetland Development and "Necessary Consensor" shall be construed accordingly</p>

Planning Permission- Wetland Development	the permission to be applied for by or on behalf of the Owner Offsite Wetland for the Wetland Development under paragraph 2.1 of this schedule
River Stour Internal Drainage Board	the body of that name of River Stour (Kent) IDB 34 Gordon Road Canterbury Kent CT1 3PW
Stodmarsh Designated Sites	Stodmarsh Special Area of Conservation Stodmarsh Special Protection Area Stodmarsh Ramsar Site Stodmarsh Site of Special Scientific Interest Stodmarsh National Nature Reserve;
Wetland Development	an engineering and/or other operations or change of use to be approved by the Planning Permission- Wetland Development (and which after the grant of the Planning Permission –Wetland Development will be provided in accordance with any Necessary Consents) to create wetlands (and access thereto) on the Wetland Development Land that will comply with the objectives and outcomes of the final Appropriate Assessment adopted by the Council on or before granting the Planning Permission in order to secure nitrogen and phosphorous neutrality for the Development upon the integrity of the Stodmarsh Designated Sites which takes account of the Natural England advice on Nutrient Neutrality for New Development in the Stour Catchment in relation to Stodmarsh Designated Sites (November 2020) or other advice in force at the time the Wetland Development Proposal is approved by the Council
Wetland Development Land	land comprising all or part of the land shown edged red on Plan number 21.024_026 B appended to this deed being title number TT132606 known as land at Blackwall Road Hinxhill Ashford Kent as described more particularly in the Wetland Development Proposal and as agreed with any Necessary Consentor to bring the Wetland

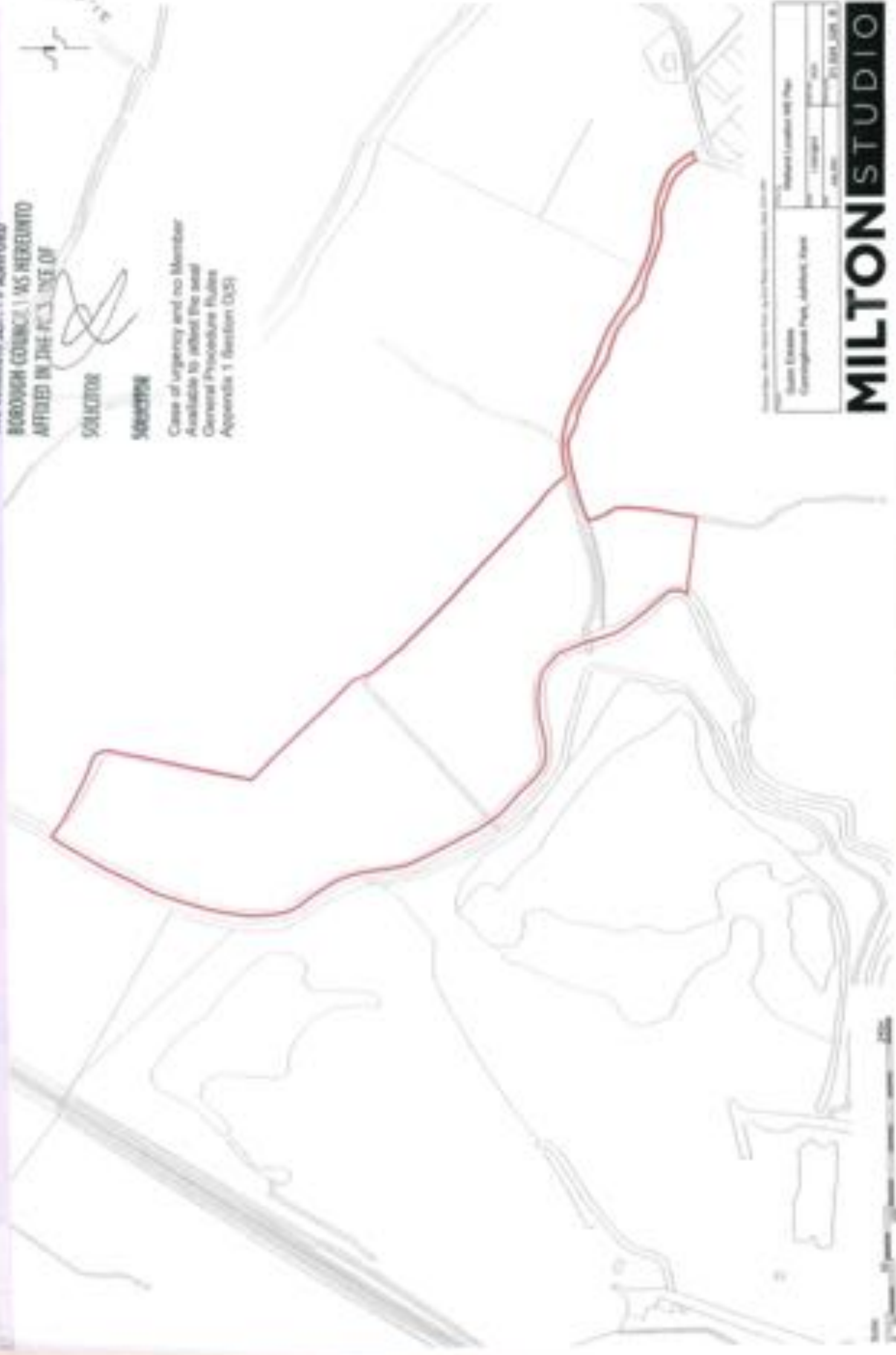
THE COMMON SEAL OF ASHFORD
BOROUGH COUNCIL HAS HERETO
AFFIXED IN THE PRESENCE OF

SOLICITOR

SOLICITOR

Case of urgency and no Member
Available to attend the said
General Procedure Rules
Appendix 1 Section 035)

10/1/18



Title: [Blank]		Project Location: [Blank]	
Client: [Blank]		Project No: [Blank]	
Date: [Blank]		Scale: [Blank]	
Author: [Blank]		Date: 15/01/2018	

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		Development forward;
Wetland Proposal	Development	<p>a scheme including plans and drawings to be submitted to the Council for approval:</p> <ol style="list-style-type: none"> i. showing the exact proposed area and location of the Wetland Development ; and ii. detailing the design construction installation and specification of the Wetland Development including <ul style="list-style-type: none"> • details of approximate hydraulic loading; • inlet Nitrogen and Phosphate loading; • Wetlands temperature; and • temporal variation in flow rates • detailed landscaping and design iii. setting out the detailed timetable for all the works to be carried out and installed on the Wetland Development Land (including hard and soft landscaping plans and levels) and the provision laying out and landscaping of the Wetland Development Land in accordance with the approved Wetland Development Proposal; iv. the inspection and certification regime for the purposes of this schedule by the Owner's Expert-Offsite Wetland v. the details of the Owner's Expert-Offsite Wetland including professional qualifications and experience vi. the point at which the Wetland Development shall be considered to be completed and able to satisfy the objectives and outcomes of the Appropriate Assessment

	<p>vii. a management and maintenance scheme for the Wetland Development including:</p> <p>details of the future funding mechanism and any management body</p> <ul style="list-style-type: none"> • measures for the ongoing monitoring of nutrient levels at the Wetland Development and reporting to the Council thereon • measures and timescales for ongoing inspection of the Wetland Development by the Council or such alternative body as may be agreed by the Council and the Owner and the Owner Offsite Wetland • details of any provisions for replanting and any other works that may be required to ensure the continued efficiency of the Wetland Development to achieve the objectives and outcomes of the Appropriate Assessment <p>viii. which otherwise complies with</p> <ul style="list-style-type: none"> • the Planning Permission- Wetland Development and any conditions or requirements thereunder and • the Appropriate Assessment adopted by the Council and • the Necessary Consents and • any Planning Permission condition or requirement related to the Development;
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2 Carrying out and completion of the Wetland Development

The Owner and Owner Offsite Wetland covenant with the Council as follows:

2.1 Prior to the Commencements of Development:

- 2.1.1 to prepare and submit to the Wetland Development Proposal to the Council for approval and
 - 2.1.2 to submit the applications for the Necessary Consents and
 - 2.1.3 submit the application for the Planning Permission-Wetland Development in accordance with the Wetland Development Proposal and
 - 2.1.4 secure the Necessary Consents and Planning Permission-Wetland Development and
 - 2.1.5 make all necessary amendments to the Wetland Development Proposal as may be required under the Necessary Consents and as a result of the SUDS at the Site then
 - 2.1.6 to obtain the approval of the Wetland Development Proposal by the Council (**" the Approved Wetland Development Proposal"**)
- 2.2 not to cause or permit the Commencement of the Development prior to
- 2.2.1 submitting the Wetland Development Proposal to the Council for approval and
 - 2.2.2 securing the Approved Wetland Development Proposal from the Council and
- 2.2.3 securing the Planning Permission- Wetland Development and the grant of any Necessary Consents for the Wetland Development
- 2.3 to provide the Wetland Development in accordance with
- 2.3.1 the Planning Permission -Wetland Development and any conditions or requirement's thereunder and
 - 2.3.2 any Necessary Consents applicable at the date they are secured pursuant to paragraph 2.1; and
 - 2.3.3 any Planning Permission condition or requirement relating to the Development; and

2.3.4 the Approved Wetland Development Proposal

- 2.4 not to Occupy or permit the Occupation of any Dwelling until the Wetland Development has been completed in accordance with the paragraph 2.3 requirements and the Council has issued a Certificate of Satisfactory Completion ;
- 2.5 prior to Occupation of any Dwelling to apply to the Council in writing enclosing the original Certificate of Practical Completion and requesting the issue of a Certificate of Satisfactory Completion for the Wetland Development.
- 2.6 in the event the Council serves any written notice on the Owner and Owner Offsite Wetland of any non-compliance with the paragraph 2.3 requirements the Owner will rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council within such timescale as the Council shall reasonably specify in the notice to bring the Wetland Development up to full compliance with the paragraph 2.3 requirements applicable at the date the Certificate of Satisfactory Completion is issued pursuant to paragraph 3
- 2.7 from the date of issue of the Certificate of Satisfactory Completion to monitor manage and maintain the Wetland Development in perpetuity in accordance with the paragraph 2.3 requirements applicable at the date the Certificate of Satisfactory Completion is issued pursuant to paragraph 3 and to comply with the paragraph 2.8 requirements at the Owner's own cost
- 2.8 to pay to the relevant body or in default to the Council within Twenty (20) Working Days of written demand
- 2.8.1 The River Stour Internal Drainage Board's Natural England's the Environment Agency's or the Council's reasonable administration costs staff costs legal fees disbursements surveyor's costs and costs of monitoring and reporting upon compliance with this schedule
- 2.8.2 any reasonable and proper costs incurred by the Council in the event that it instructs an Expert-Offsite Wetland in connection with the use of or carrying out of the Wetland Development or consideration and approval of the Wetland Development Proposal or any Necessary Consents and/or the inspection of the Wetland Development for the purpose of issuing the Certificate of Satisfactory Completion under paragraph 2.5 and for any notices issued under paragraph 2.6 and any inspections and testing for compliance in accordance with paragraphs 2.6 and 2.7

PROVIDED THAT there shall be no duplication of costs payable by the Owner pursuant to paragraph 2.8.1 and 2.8.2

- 2.9 from the date of this deed to give the Council and the Council's Expert-Offsite Wetland access to every part of the Wetland Development on over in or under the Wetland Development Land for the purpose of testing or inspecting the Wetland Development and all materials used or intended to be used for the Wetland Development and checking compliance with paragraph 2.6 and 2.7
- 2.10 (subject to the proviso in paragraph 2.11) from the date of the Commencement of the Development not to use or permit the use of the Wetland Development Land other than for the Wetland Development
- 2.11 from the date of issue of the Certificate of Satisfactory Completion and until the Development is no longer in use not to use or permit the use of the Wetland Development Land other than for the Wetland Development in strict compliance with this schedule

3 Council's Covenants

- 3.1 Unless the Council deems that no inspection of the Wetland Development is necessary prior to the issue of the Certificate of Satisfactory Completion, the Council shall procure (subject to any force majeure event) that:
- 3.1.1 the Council's Expert Offsite Wetland inspects the Wetland Development within Twenty eight (28) Working Days of receipt of the Owner's request for the issue of the Certificate of Satisfactory Completion pursuant to paragraph 2.5; and
- 3.1.2 within Fifteen (15) Working Days of such inspection the Council's Expert Offsite Wetland shall either issue a Certificate of Satisfactory Completion or issue a notice ("Defects Notice") which states the Wetland Development has not been satisfactorily provided and laid out in accordance with the provisions of paragraph 2.3 of this schedule and which sets out as far as reasonably practicable the details of the work required to comply with the provisions of paragraph 2.3; and

- 3.1.3 on receipt of a Defects Notice the Owner covenants to use reasonable endeavours to complete the works specified in the notice as soon as reasonably practicable from receipt of the Defects Notice and to then repeat the procedure in paragraph 2.5 of this schedule

Appendix

Primary School Land Transfer Terms

- 1.0 The Owner shall provide a formal desktop, and if necessary, intrusive land investigation report by a competent registered expert(s) which does not reveal in respect of the areas tested/samples taken any of the following in respect of the Primary School Land and demonstrates the Primary School Land at the time it is transferred is suitable for the educational use intended. Alternatively, the Owners shall provide details (as appropriate) of any works undertaken to mitigate:

- contamination (including radiation),
- protected species
- ordnance
- rubbish (including broken glass)
- any adverse ground and soil conditions including subsidence, heave and land slip
- archaeological remains
- acoustic impacts existing and planned noise generation from adjoining land
- air quality the presence of service mains that would impact on the ability of the land to be developed for a new school, such as drains sewers, electricity cables, water mains, gas lines and other utility media crossing the land

1.1 Ground preparation and remediation

1.1.1 Contamination:

The Owner must undertake all works to the site recommended in the following documentation and provide evidence that the recommendations have been complied with:

Geo-environmental site assessment by RSK Ref: 52023 R01 (00) dated Sept 2018 (available on Ashford Borough Council's planning portal).

In particular, with reference to 3.2.3 and 9.1.2 of the above document the Owner must provide a verification report from a geotechnical consultant confirming the measures taken to ensure that the site is "free of ground gas generation and contamination associated with the historical landfill sites".

The Owner must also undertake an additional investigation and monitoring regime along the eastern and northern boundaries by a qualified engineering consultant to establish that the soil gas regime is consistent throughout the site and there is no evidence of onsite migration from the inert landfills. If on site migration is detected the Owner shall undertake prior to transfer, a remediation/mitigation scheme to ensure that the site is fit for its intended use as a primary school if during site preparation works prior to hand over, any visual or olfactory indications or suspicions of unforeseen contamination are detected, construction works should be halted pending further investigation by the environmental consultant who shall assess the risks and design a remediation scheme for implementation by the Owner.

1.1.2 Protected Species:

The Owner must undertake all works to the site recommended in the following documentation and provide evidence that the recommendations have been complied with:

Baseline Ecological Appraisal by Aspect Ecology Ref: 5148 BaseEcoApp v1MD/DM dated December 2018 (available on Ashford Borough Council's planning portal).

1.1.3 Archaeological:

The Owner must undertake all outstanding works to the site recommended in the following documentation:

Archaeological Evaluation by SWAT Archaeology (available on Ashford Borough Council's planning portal).

In particular section 8.2.2 "additional test pits will be required by specialist contractors to assess the potential for geoarchaeological and Palaeolithic remains."

1.2 Sports Pitches:

The developer must ensure all work undertaken to the site prior to handover does not compromise the requirements as stipulated by Sports England provided that, save for the requirement to transfer the Primary School Land at a levels standard appropriate for sports pitches there shall be no requirement for the Owner to prepare any part of the Primary School Land for use as a sports pitch and there shall be no requirement to provide any land drains, silt drains, topsoil or a sand layer.

The Primary School Land shall be transferred at a levels standard appropriate for sports pitches as set out in Department for Education Technical Annex 2B: External Space and grounds – May 2019 for the type of school proposed.

1.3 Flood Plain levels:

1.3.1 The Owner must undertake all works to the site recommended in the following documentation:

1.3.2 Flood Risk Assessment (FRA) and Drainage Strategy by WSP dated August 2019 Ref No: 70049524/FRA001 (Section 7.3.3.) (available on Ashford Borough Council's planning portal).

1.3.3 In particular with reference to the Table 7.4 of the FRA, the Owner will ensure that the level of the school site is constructed above the stated level for Flood Zone 2. The Owner must also ensure that the required compensatory storage volume has been provided off site prior to handover.

1.3.5 Please note: that the levels stated in the FRA are based on the most current flood model data at the time of the FRA. The final site level must be constructed in accordance with the Environment Agency's Product 4 data set current at the date of the Planning Permission.

1.3.6 The Owner is to confirm the 'actual' finished level with as built drawings and that is compliant with the above Surface Water Drainage Strategy.

1.3.8 Should any of the requirements in paragraph 1.0 not be satisfied the Owner shall implement at their own cost an agreed strategy of remediation/removal/rectification/diversion prior to transfer to the County Council including liaison with all statutory authorities and obtaining necessary consents including those from neighbouring landowners if required.

1.3.9 Any remedial/removal/rectification/diversion works in respect of any archaeological works, ecological works, the raising of flood plain levels or remediation works shall be designed and carried out prior to the date of the transfer of the Primary School Land commencement by competent professional companies and with a collateral warranty in a standard industry form provided to and for the benefit of the County Council or for the benefit of body nominated by the County Council.

1.3.10 In the event that the site is used by the Owner for construction or other activities after providing the report required under the provisions paragraph 1.0 of these terms (other than for the purposes of remedial/removal/rectification/diversion work), then the Owner is to provide such additional reports as are reasonably required to ensure that the above criteria have been met.

1.3.12 The land shall be clearly pegged out to the reasonable satisfaction of the delegated representative of the County Council's Head of Property and fenced with GIS co-ordinates prior to completion of the transfer. The fencing shall be to a minimum standard of 1.80m high chain link security fencing on galvanised steel posts with one set of vehicular access gates secured by lock and key, or alternative specification agreed with the County Council (acting reasonably).

2.0 Statutory Authority Services

2.1 Prior to the land transfer the Owner is to provide, at their own cost and subject to the County Council's approval acting reasonably and without delay services and utilities to adoptable standard to an agreed location(s) within the site boundary to the capacity detailed below and to a depth to accommodate such capacity to operate without mechanical aide upon transfer. Necessary statutory undertakers' plant (such as electricity sub-stations or transfer stations) shall be located outside of the site boundary and the County Council shall not be liable for any costs (including legal costs) associated with the installation and commissioning of such plant.

2.2 The Owner must undertake all works required to provide the capacity detailed below. Unless otherwise stated below, the service media will be laid in the adoptable highway as close as reasonably practicable to the boundary of the Primary School Land with ducts of a suitable size terminating within the boundary of the Primary School Land.

Incoming services

- Electricity – 200 kVA (280A)
- Gas – 60 cu m/hr 430,000 kWh/year
- Water - 15 cu m / day, 4 l/s (63mm NB)

- Fire hydrant: to be in the Highway adjacent to the School entrance and within 90m from an entrance to the school building. In accordance with the fire regulations: 200mm dia 20 l/s fire supply.
- Broadband – High Speed Fibre Optic cabling connected to the broadband network capable of delivering minimal download speeds of 1000mbps connections ducted to an agreed termination point within the site boundary.

2.3 Drainage

1 No. 150mm diameter spur connection to be provided within the site boundary for the foul water to discharge from site into the local sewer network without the need for mechanical pumping.

2.4 Surface Water Drainage

2.4.1 According to the updated Flood Risk Assessment by WSP, the School Site will discharge into the proposed attenuation basin at the controlled 4l/s/ha peak discharge rate of 3.17l/s.

- 2.4.2 The diameter of the spur connection to be provided for the surface water is to be confirmed, as it needs to be in accordance with the approved site-wide drainage strategy.
- 2.4.3 The Owner will undertake or procure the undertaking of the drainage works outside the Primary School Land as necessary to comply with the approved site-wide drainage strategy and to enable surface water from the Primary School Land to discharge at a maximum rate of 3.17l/s.
- 2.4.4 The surface water discharge rate from the Primary School Land must be restricted to 3.17l/s. The County Council will provide the appropriate attenuation measures to restrict the flow from the Primary School Land at its own cost.
- 2.4.5 All attenuation works must be agreed and approved by Kent County Council as the Local Lead Flood Authority.

3.0 Required Consents

- 3.1 Although the Owner will need to have obtained many of these consents in order to discharge some of the above conditions, the County Council would like to reiterate the need for the Owner to provide the County Council with copies of all relevant formal consents and 'as built' record drawings as are reasonably required by them:

3.2 Ecological Consultant

Confirmation that all protected species and their habitats (if found) have been migrated from site.

3.3 Environment Agency

Evidence that the as built site levels are above the stated Flood Zone 2 levels.

Confirmation for the existing ditch running through the site to be filled in.

Confirmation of approval of Verification Report from Geotechnical Consultant.

3.4 Geotechnical Consultant

Final approved Verification Report to confirm that all ground gas monitoring and ground remediation has been completed as recommended in the remediation strategy as applicable to the Primary School Land.

3.6 Network Rail

If applicable, signed Asset Protection Agreement and any associated Design Approval Documents in respect of the works to raise the levels of the Primary School Land as referred to in Section 3 (Flood Plain Levels) together with evidence that all conditions have been satisfactorily discharged prior to transfer.

3.7 Southern Water/New Appointment Variation Company

Confirmation that there is a site wide agreement in place under section 106 of the Water Industry Act 1991 for the foul water system.

Confirmation that the Owner has paid Southern Water/the New Appointment Variation Company all necessary payments to enable it to make a connection into the adopted system for foul water discharge from the site into the existing adopted foul water system.

Confirmation that the proposed foul water drainage system, including the proposed pumping stations, will be adopted.

4.0 Network Rail's Requirements

Due to the proximity of the proposed development adjacent to Network Rail land, the Owner is required to contact:

AssetProtectionLondonSouthEast@networkrail.co.uk

Prior to any works commencing on the Primary School Land. The Owner will, if required by Network Rail, enter into all relevant legal and commercial agreements, for example, Asset Protection agreements, method statements, connection agreements, necessary for the raising of the levels of the Primary School Land as referred to in Section 3 (Flood Plain Levels) and any other remediation or other works required by this agreement and shall fulfil all such requirements prior to transfer without passing them on to the County Council.

The Owner must comply with the current Network Rail requirements as follows:

The Owner must ensure that the works to raise the levels of the Primary School Land as referred to in Section 3 (Flood Plain Levels) do not:

- encroach onto Network Rail land
- affect the safety, operation or integrity of the company's railway and its infrastructure
- undermine its support zone
- damage the company's infrastructure
- place additional load on cuttings
- adversely affect any railway land or structure
- over-sail or encroach upon the air-space of any Network Rail land
- cause to obstruct or interfere with any works or proposed works or Network Rail development both now and in the future

5.0 Prior to the date of the transfer of the Primary School Land a highway intended to be adopted for vehicular and pedestrian use (constructed to an adoptable standard to base course level) is to be provided up to a suitable point on the boundary of the Primary School Land. The highway intended to be adopted shall be subject to approval by the County Council (as highways authority) and

no maintenance charges shall be borne by the County Council should the developer chose not to adopt the road. .

The Owner shall provide an entrance/exit belmouth capable of accommodating two-way traffic.

- 6.0 Plans (built/record drawings including remediation/preparation works undertaken) of the site to a scale of 1:1250 shall be supplied to the County Council prior to transfer of the land showing site levels, access, boundaries and details of any adjoining development. The plan shall be provided to the County Council in a suitable electronic format together with paper copies. GPS Coordinates shall be marked on the plan.
- 7.0 So far as the Owner is able to control such actions and in relation to the Site only no mobile phone masts or new overhead cables shall be located within 250m of the Primary School Land and where possible the Owner shall impose a covenant that none will be erected within the Site within 250m of the boundary of the Primary School Land provided always that any mobile phone mast or overhead cables secured by an operator independently of the Owner in accordance with the relevant legislation shall not be a breach by the Owner.
- 7.1 Subject to the above, adjoining uses within the Site should not cause interference, conflict or be inappropriate in any way to the use of the land i.e. the curriculum delivery for schools. This includes, but is not restricted to, adverse conditions, disruption and inconvenience by noise, dust, fumes, traffic circulation, artificial lighting, etc provided always that the implementation and use of the Development pursuant to the Planning Permission and any Reserved Matters Approval shall not breach this requirement.
- 8.0 The landowner shall be responsible for the County Council's reasonable and proper legal costs and surveyor's fees together with administrative costs incurred during negotiations of the terms of the Primary School Land Transfer including Land Registry costs, the granting of any easements/licences, or any other documentation in respect of any agreements related to the Primary School Land Transfer.

IN WITNESS whereof the parties hereto have executed this deed as a deed and delivered it the day and year first before written

SIGNED as a Deed by)
Kathryn Ann Andrews)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness

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SIGNED as a Deed by)
Robert John Mitchell)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness

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SIGNED as a Deed by)
Jacqueline Amanda West)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness

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SIGNED as a Deed by)
Julie Eleanor Williamson)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness

.....
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Counterpart 1

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SIGNED as a Deed by)
Hugh John Edward Summerfield)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness
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SIGNED as a Deed by)
Mark James Dewey)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness
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SIGNED as a Deed by)
Jacqueline Amanda West)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness Counterpart 2
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.....

Executed as a Deed

By affixing the common seal of)

Ashford Borough Council)

In the presence of:-



..... Solicitor Counterpart 3



Executed as a Deed by

Quinn Estates Kent Limited

Acting by a Director and its
Secretary or by two directors

..... Director

..... Director/Secretary Counterpart 4

Executed as a Deed by

Redrow Homes Limited

Acting by a Director and its
Secretary or by two directors

..... Director

..... Director/Secretary Counterpart 5

SIGNED as a Deed by)

Jacqueline Amanda West)

in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness
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SIGNED as a Deed by)
Julie Eleanor Williamson)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness
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SIGNED as a Deed by)
Jennifer Isabel Taylor)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness Counterpart 6
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The Common Seal of the)

Kent County Council)

was hereunto affixed

in the presence of:- Counterpart 7
.....
.....

no maintenance charges shall be borne by the County Council should the developer chose not to adopt the road.

The Owner shall provide an entrance/exit bellmouth capable of accommodating two-way traffic.

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IN WITNESS whereof the parties hereto have executed this deed as a deed and delivered it the day and year first before written

SIGNED as a Deed by
Kathryn Ann Andrews
in the presence of:-

)
) *K. Andrews*
)

Signature of witness..... *[Signature]*

Name of witness..... *Bill Whitfoot*

I certify that this is a true copy of the signed/sealed papers of the Counterpart S106 dated 20 January 2022 relating to land between the railway line and Wilsborough Road Kenilington Kent Also Known as Conningbrook Park Planning Application Number: 1900025045 (Full Outline)

Wm Shaulley

Address of witness

Walnut House, Hampton Lane
Brock, Ashford TN25 5PN

SIGNED as a Deed by

Robert John Mitchell

in the presence of:-

Signature of witness

Name of witness

Address of witness

Walnut House, Hampton Lane,
Brock, Ashford TN25 5PN

SIGNED as a Deed by

Jacqueline Amanda West

in the presence of:-

Signature of witness

Name of witness

Address of witness

Walnut House, Hampton Lane,
Brock, Ashford TN25 5PN

SIGNED as a Deed by

Julie Eleanor Williamson

in the presence of:-

Signature of witness

Name of witness

Address of witness

Walnut House, Hampton Lane,
Brock, Ashford TN25 5PN

I certify that this is a true copy of the signed sealed page/s
of the Counterpart S106 dated 20 January 2022
relating to land between the railway line and Witleborough Road
Kington Kent Also Known as Conningbrook Park
Planning Application Number: 19000259AS (Full Outline)

Counterpart 1

SIGNED as a Deed by
Hugh John Edward Summerfield
in the presence of:-



Signature of witness.....

Name of witness... ZOE CARTNER.....

Address of witness
...THE COW SHED, HIGHLAND COURT
FARM, BRIDGE CT4 5HW.....

SIGNED as a Deed by
Mark James Dewey
in the presence of:-

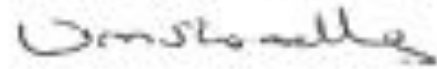


Signature of witness.....

Name of witness... ZOE CARTNER.....

Address of witness
...THE COW SHED, HIGHLAND COURT
FARM, BRIDGE CT4 5HW.....

I certify that this is a true copy of the signed ~~second~~ page(s) of the Counterpart S126 dated 20 January 2022 relating to land between the railway line and Wilkesborough Road Kennington Kent. Also Known as Comingbrook Park Planning Application Number: 19000251AS (Full Outline)



SIGNED as a Deed by
Jacqueline Amanda West
in the presence of:-



Signature of witness.....

Name of witness... ZOE CARTNER.....

Address of witness Counterpart 2
The Cow Shed, Highland Court
Farm, Bridge CT4 5HW.....

Executed as a Deed

By affixing the common seal of)

Ashford Borough Council)

in the presence of:-

..... Solicitor Counterpart 3

Executed as a Deed by

Quinn Estates Kent Limited

Acting by a Director and its
Secretary or by two directors

 Director

..... Director/Secretary Counterpart 4

Executed as a Deed by

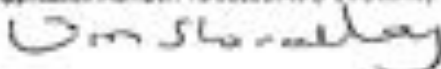
Redrow Homes Limited

Acting by a Director and its
Secretary or by two directors

..... Director

..... Director/Secretary Counterpart 5

I certify that this is a true copy of the signed ~~signed~~ page/-
of the Counterpart 5106 dated 20 January 2023
relating to land between the railway line and
Willesborough Road Kennington Kent
Also Known as Conningbrook Park
Planning Application Number: 19/00025/AS (Full Outline)



SIGNED as a Deed by)

Jacqueline Amanda West)

in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness.....

Executed as a Deed

By affixing the common seal of)

Ashford Borough Council)

In the presence of:-

..... Solicitor Counterpart 3

Executed as a Deed by

Quinn Estates Kent Limited

Acting by a Director and its
Secretary or by two directors

..... Director

..... Director/Secretary Counterpart 4

I certify that this is a true copy of the signed sealed paper
of the Counterpart 5136 dated 20 January 2022
relating to land between the railway line and
Willesborough Road Kennington Kent
Also Known as Canningbrook Park
Planning Application Number: 15/00025XAS (Full/Outline)

U M Stanley

Executed as a Deed by

Ben Rowland as attorney for
Redrow Homes Limited

Acting by a Director and its *as attorney for Redrow*
Secretary or by two directors *Homes Limited*
in the presence of:-

Signature of witness *S J Coates*
Name (Block Capitals) *SARAH COATES*
Address *Redrow House*
6-12 Talbot Lane
Weldon
Ebbesfleet Valley
Kent
DA10 1AZ

Executed as a Deed by
GREN WELLS as attorney for
Redrow Homes Limited

GREN WELLS
as attorney for
Homes Limited

In the presence of:-
Signature of witness *S. J.*
Name (Block Capitals) *S!*
Address.

Redrow House
6-12 Talbot Lane
Weldon
Ebbesfleet Valley
Kent
DA10 1AZ

SIGNED as a Deed by)

Jacqueline Amanda West)

in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness.....

Executed as a Deed

By affixing the common seal of)

Ashford Borough Council)

In the presence of:-

..... Solicitor Counterpart 3

Executed as a Deed by

Quinn Estates Kent Limited

Acting by a Director and its
Secretary or by two directors

..... Director

..... Director/Secretary Counterpart 4

Executed as a Deed by

Redrow Homes Limited

Acting by a Director and its
Secretary or by two directors

..... Director

..... Director/Secretary Counterpart 5

SIGNED as a Deed by

Jacqueline Amanda West

in the presence of:-

Signature of witness... *Jacqueline West*.....

Name of witness... ZOE CARTNER.....

Address of witness

THE COW SHED, HIGHLAND COURT

I certify that this is a true copy of the signed ~~executed~~ pages
of the Counterpart S106 dated 20 January 2023
relating to land between the railway line and
Willesborough Road Kennington Kent
Also known as Cullingbrook Park
Planning Application Number: 19000251AS (Full Outline)

Consequently

West

FARM, BRIDGE CT4 5HW.....

SIGNED as a Deed by
Julie Eleanor Williamson
in the presence of:-

Julie Eleanor Williamson

Signature of witness... *Zoe Cartner*.....

Name of witness... ZOE CARTNER.....

Address of witness
THE COW SHED, HIGHLAND COURT
FARM, BRIDGE, CT4 5HW.....

"I certify that this is a true copy of the signed/signed-pages of the Counterpart S106 dated 20 January 2022 relating to land between the railway line and Willborough Road Keston Kent Also Known as Conningbrook Park Planning Application Number: 19/00025/KS (Full Outline)"

Chris Standley

SIGNED as a Deed by
Jennifer Isabel Taylor
in the presence of:-

Jennifer Isabel Taylor

Signature of witness... *Zoe Cartner*.....

Name of witness... ZOE CARTNER.....

Address of witness Counterpart 6
THE COW SHED, HIGHLAND COURT
FARM, BRIDGE CT4 5HW.....

The Common Seal of the)

Kent County Council)

was hereunto affixed

in the presence of:- Counterpart 7

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SIGNED as a Deed by)
Julie Eleanor Williamson)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness
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SIGNED as a Deed by)
Jennifer Isabel Taylor)
in the presence of:-)

Signature of witness.....

Name of witness.....

Address of witness Counterpart 6
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The Common Seal of the)
Kent County Council)

was hereunto affixed

in the presence of:- Counterpart 7

K Adamsmith
Authorised Signatory
.....
.....

I certify that this is a true copy of the signed sealed page
of the Counterpart 5106 dated 20 January 2022
relating to land between the railway line and
Wilstborough Road Kennington Kent
Also Known as Coppingbrook Park
Planning Application Number: 19000251A5 (Full/Outline)
Ormsheadley

