

Schedule 11 Informal Natural Green Space (On-Site)

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:

Informal Natural Green Space	a minimum of 3.14 hectares of the Site which shall be set aside and provided as informal open space pursuant to the Reserved Matters approvals
Informal Natural Green Space Scheme	<p>a scheme:</p> <ul style="list-style-type: none"> i. showing by way of a scale plan at not less than 1:1250 the proposed areas and locations of the Informal Natural Green Space across the Site or Phase (as may be applicable) and ii. detailing how the Informal Natural Green Space for the Site or Phase (as may be applicable) shall be laid out constructed 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

	<p>iii. which sets out the detailed technical specification of all the works to be carried out on the Informal Natural Green Space (including a soft landscaping plan and levels) for the Site or Phase (as may be applicable)</p> <p>iv. which sets out the estimated maintenance management and renewal costs of the Informal Natural Green Space for the Site or Phase (as may be applicable) and details of the ongoing funding of the Management Body to ensure such maintenance/management / renewal and</p> <p>v. setting out a mechanism for the review by the Council periodically if necessary in consultation with the Management Body and where necessary the amendment of the Approved Informal Natural Green Space Scheme if it is deemed necessary to ensure that the Informal Natural Green Space for the Site or Phase (as may be applicable) 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; and which scheme is to be approved in writing by the Council pursuant to paragraph 2.1 of this schedule and may be amended as</p>
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	agreed in writing between the Owner and the Council from time to time
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- 1.2 The requirements and obligations in this schedule should be read with and construed fully in accordance with all those detailed obligations in schedule 20 of this deed

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To submit the Informal Natural Green Space Scheme to the Council for approval prior to Substantial Implementation and not to allow Substantial Implementation to take place until the Council have approved the Informal Natural Green Space Scheme (the '**Approved Informal Natural Green Space Scheme**')
- 2.2. To provide the Informal Natural Green Space for the relevant Phase in accordance with the **Approved Informal Natural Green Space Scheme** prior to Occupation of 50% of the Dwellings in the relevant Phase and not to Occupy more than 50% of the Dwellings in the relevant Phase until the Informal Natural Green Space has been provided

Schedule 12 Indoor 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

Indoor Sports	additional indoor sports provision to be provided at areas DP3 and S3 as shown on Queen's Platinum Jubilee Park
Indoor Sports Contribution	<p>the sum to be used towards Indoor Sports calculated by multiplying the number of Dwellings in the Development by</p> <p>(1) £83.08 (eighty three pounds and eight pence) towards the capital costs of 3G pitches and</p> <p>(2) £527.32 (five hundred and twenty seven pounds thirty two pence) towards the capital costs of the sports hall</p>
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
Index-Linked	Index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. To pay to the Council the Indoor Sports Contribution Index-Linked in the following instalments
 - 2.1.1. 50% of the Indoor Sports Contribution prior to the Occupation of 50% of the Dwellings and
 - 2.1.2. the balance of the Indoor Sports Contribution prior to the Occupation of 75% of the Dwellings
- 2.2. not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. not to Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. the Indoor Sports Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2019} \\ \text{(namely 355.6)} \end{array} \times \begin{array}{l} \text{Indoor Sports} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 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

- 3.1. The Council agrees with the Owner that in the event that:
 - 3.1.1. the Indoor Sports Contribution has been paid in full to the Council and

- 3.1.2. that the Indoor Sports Contribution is not expended or committed to be expended in full by the Council within 10 years of 100% Occupation of the Development and
- 3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Indoor Sports Contribution and
- 3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Indoor Sports Contribution which is not committed to be expended within 10 years of 100% Occupation of the Development to the person who paid the final instalment of Indoor Sports Contribution

Schedule 13 Libraries 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

Libraries	the provision of additional library resources, equipment and stock (including digital infrastructure and resources and reconfiguration of space) required in the Ashford urban area (including the Ashford Gateway, Stanhope and Bockhanger libraries) to mitigate the impact of the additional borrowing generated by the Development
Libraries Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £62.63 (Sixty-two pounds and sixty three pence) towards the cost of Libraries
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 this schedule

2. Owner's covenants

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

2.1. To pay to the Council the Libraries Contribution Index-Linked in the following instalments

2.1.1. 50% of the Libraries Contribution Index-Linked prior to the Occupation of 25% of the Dwellings and

2.1.2. the balance of the Libraries Contribution Index-Linked prior to the Occupation of 50% of the Dwellings

2.2. Not to Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. Not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Libraries Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} + \begin{array}{l} \text{The Index figure for} \\ \text{Q1 2022} \end{array} \right) \times \begin{array}{l} \text{Libraries} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

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 County Council considers a comparable index

3. The Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Libraries Contribution has been paid in full to the Council and

3.1.2. the Libraries Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Libraries Contribution from the person who made the final instalment of the Libraries Contribution

3.1.4. The Council has received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Libraries Contribution which is not committed to be spent to the person who paid the final instalment of the Libraries Contribution

Schedule 14 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	towards qualitative and quantitative improvements outdoor sports pitch provision at areas DP3 and S3 as shown on the Queen's Platinum Jubilee Park or in the district of Ashford at the hubs identified in the Ashford Local Plan 2030
Outdoor Sports Contribution	<p>the sum to be used towards outdoor sports calculated by multiplying the number of Dwellings in the Development by</p> <p>(1) £500 (five hundred pounds) towards the capital costs of the Outdoor Sports and</p> <p>(2) £358 (three hundred and fifty eight pounds) towards the maintenance thereof</p>
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

Index-Linked	Index-linked in accordance with paragraph 2.3 of this schedule
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2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. to pay to the Council the Outdoor Sports Contribution Index-Linked prior to the Occupation of 75% of the Dwellings
- 2.2. not to Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1. has been made
- 2.3. the Outdoor Sports Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) + \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2019} \\ \text{(namely 355.6)} \end{array} \times \begin{array}{l} \text{Outdoor} \\ \text{Sports} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.4. 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

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Outdoor Sports Contribution has been paid in full to the Council and
 - 3.1.2. that the Outdoor Sports Contribution is not expended or committed to be expended in full by the Council within 10 years of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Outdoor Sports Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Outdoor Sports Contribution which is not committed to be expended within 10 years of the date of 100% Occupation of the Development to the person who paid the final instalment of Outdoor Sports Contribution

Schedule 15 SEND 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

SEND Contribution	<p>the sum calculated by multiplying</p> <p>(1) the number of Flats in the Development by £139.96 (One hundred and thirty nine pounds and ninety six pence) and</p> <p>(2) the number of Houses in the Development by £559.83 (Five hundred and fifty nine pounds and eighty three pence)</p> <p>towards the provision of additional SEND place and/or additional SEND facilities to serve the needs of the additional demand arising from the Development</p>
SEND	Special Education Needs and Disabilities
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	Index-linked in accordance with paragraph 2.6 of this schedule

2. Owner's Covenants

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

- 2.1. To pay to the Council the SEND Contribution Index-Linked in the following instalments
 - 2.1.1. 25% of the SEND Contribution Index-Linked prior to the Occupation of 20% of the Dwellings;
 - 2.1.2. 25% of the SEND Contribution Index-Linked prior to the Occupation of 40% of the Dwellings;
 - 2.1.3. 25% of the SEND Contribution Index-Linked prior to the Occupation of 60% of the Dwellings;
 - 2.1.4. the balance of the SEND Contribution Index-Linked prior to the Occupation of 80% of the Dwellings
- 2.2. Not to Occupy more than 20% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 40% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. Not to Occupy more than 60% of the Dwellings until the payment referred to in paragraph 2.1.3 has been made
- 2.5. Not to Occupy more than 80% of the Dwellings until the payment referred to in paragraph 2.1.4 has been made
- 2.6. The SEND Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked by an amount equivalent to the increase in the Index from the date of this deed until the date on which such sum is paid using the following formula

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

$$\left(\frac{\text{Index figure for Q1 2022}}{\text{Index figure for Q1 2022}} \right) \times \text{SEND Contribution (or portion as appropriate)}$$

- 2.7. 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 County Council considers a comparable index

3. Council's Covenants

- 3.1. The Council agrees with the Owner that in the event that

3.1.1. the SEND Contribution has been paid in full to the Council and

3.1.2. the SEND Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of the payment of the final instalment of the SEND Contribution and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted SEND Contribution from the person who made the final instalment of the SEND Contribution

the Council will pay the balance of the SEND Contribution which is not committed to be spent to the person who paid the final instalment of the SEND Contribution

Schedule 16 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

Secondary School	towards the provision of new education places at secondary schools within the Council's administrative boundary
Secondary School Contribution	the sum calculated towards the Secondary School by multiplying (1) the number of Flats in the Development by £1,396.80 (One thousand three hundred and ninety six pounds and eighty pence) and (2) the number of Houses in the Development by £5,587.19 (Five thousand five hundred and eighty seven pounds and nineteen pence)
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.6 of this Schedule

2. Owner's Covenants

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

2.1. To pay to the Council the Secondary School Contribution Index-Linked in the following instalments

2.1.1. 25% of the Secondary School Contribution Index-Linked prior to the Occupation of 20% of the Dwellings;

2.1.2. 25% of the Secondary School Contribution Index-Linked prior to the Occupation of 40% of the Dwellings;

2.1.3. 25% of the Secondary School Contribution Index-Linked prior to the Occupation of 60% of the Dwellings;

2.1.4. the balance of the Secondary School Contribution Index-Linked prior to the Occupation of 80% of the Dwellings

2.2. Not to Occupy more than 20% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. Not to Occupy more than 40% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. Not to Occupy more than 60% of the Dwellings until the payment referred to in paragraph 2.1.3 has been made

2.5. Not to Occupy more than 80% of the Dwellings until the payment referred to in paragraph 2.1.4 has been made

2.6. The Secondary School Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked by an amount equivalent to the increase in the Index from the date of this deed until the date on which such sum is paid using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} + \begin{array}{l} \text{Index figure for Q1} \\ \text{2022} \end{array} \right) \times \begin{array}{l} \text{Secondary} \\ \text{School} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.7. 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 County Council considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
- 3.1.1. the Secondary School Contribution has been paid in full to the Council and
 - 3.1.2. the Secondary School Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of 100% Occupation of the Development and
 - 3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Secondary School Contribution from the person who made the final instalment of the Secondary School Contribution

the Council will pay the balance of the Secondary School Contribution which is not committed to be spent within 10 years of the date of 100% Occupation of the Development to the person who paid the final instalment of the Secondary School Contribution

Schedule 17 – Public Rights of Way 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

Public Rights of Way Improvements	<p>the provision of improvements to Public Rights of Way and public footpaths AW245, AW220 and AW237 to provide greater connectivity to the facilities to be provided as part of the Development and to promote active travel specifically</p> <ul style="list-style-type: none"> • on public footpath AW237 new signage and improved junctions with Ashford Road and Chilmington Green Road (the "AW237 Improvements") • on byway open to all traffic AW245 for a distance of 340m from the junction with AW237 to Chilmington Green Road a replacement all weather surface edging clearance and new signage (the "AW245 Improvements")
Public Rights of Way Contribution	<p>the total sum of £29,300.00 (Twenty nine thousand three hundred pounds) towards the costs of the Public Rights of Way Improvements split as follows</p> <ul style="list-style-type: none"> • £4,300.00 towards the AW237 Improvements and

	<ul style="list-style-type: none"> £25,000.00 towards the AW245 Improvements
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
Index-Linked	index-linked in accordance with paragraph 2.3 of this schedule

2. Owner's Covenants

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

- 2.1. To pay to the Council the Public Rights of Way Contribution Index-Linked prior to the first Occupation of the Development
- 2.2. Not to Occupy the Development until the payment referred to in paragraph 2.1 has been made
- 2.3. The Public Rights of Way Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\begin{array}{rcl}
 \text{The figure for the Index last} & & \text{Public Rights} \\
 \text{published before the date on} & & \text{of Way} \\
 \text{which the payment specified in} & \div & \text{Contribution} \\
 \text{(this deed is made} & \text{The Index figure for} & \text{(or portion as} \\
 & \text{April 2020 (namely)} & \text{appropriate)} \\
 & \text{360.3)} &
 \end{array}
 \times$$

- 2.4. 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 County Council considers a comparable index

3. The Council's Covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Public Rights of Way Contribution has been paid in full to the Council and

3.1.2. the Public Rights of Way Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of the final payment of the Public Rights of Way Contribution and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Public Rights of Way Contribution from the person who made the final instalment of the Public Rights of Way Contribution

the Council will pay the balance of the Public Rights of Way Contribution which is not committed to be spent to the person who paid the final instalment of the Public Rights of Way Contribution

Schedule 18 – Self Build and Custom Build Housing

1. Definitions

1.1 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	<p>means the marketing strategy related to the Serviced Plots including</p> <ul style="list-style-type: none"> (a) the location of the Serviced Plots (b) the timing of when the Serviced Plots will be available for purchase (c) the design parameters which apply to each Serviced Plot as stipulated in the Design Brief (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 (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 for the provision of the

	<p>Serviced Plots are provided prior to legal completion of each Serviced Plot with suitable guidance to potential purchasers and an indication as to what arrangements will be needed between the parties to ensure the timely transfer of the Serviced Plots</p> <p>(f) the methodology to support the proposed marketing strategy for the Serviced Plots including the publications websites or spaces that will be used to advertise the Serviced Plots</p> <p>(g) evidence of soft testing of the marketing strategy for the Serviced Plots</p> <p>(h) an indication of the actions to be undertaken should suitable marketing demonstrate that some or all of the Serviced Plots are not subsequently required for Self Build and Custom Build Housing</p>
Self-Build & Custom Build Housebuilding	<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 homes by those individuals and "Self-Build & Custom Build House Builder" shall be construed accordingly</p>
Serviced Plot	<p>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</p>

	Builder will also have electricity gas telecommunications water and waste water infrastructure connections suitable for Self-Build & Custom Build Housebuilding
Serviced Plots	the delivery of Five Dwellings as Serviced Plots on the Site

2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. to provide the Serviced Plots in full on the Site pursuant to the Planning Permission and any Reserved Matters approval
- 2.2 prior to the submission of a Reserved Matters application for the any Phase where Serviced Plots will be delivered to submit to the Council for approval the details of the proposed Serviced Plots the Design Brief and the Marketing Strategy
- 2.3 not to Commence Development on the relevant Phase unless and until the Owner has obtained the Council's approval in writing for the proposed Serviced Plots the Design Brief and the Marketing Strategy
- 2.4 to mark out each of the Serviced Plots within Fourteen (14) days of the approval under paragraph 2.1 and thereafter keep the Serviced Plots free from any development whether temporary or permanent and not to place park or store any vehicles or things on any Serviced Plot during the marketing period referred to in paragraph 2.5 provided that this paragraph shall not prevent the laying of service media within the Serviced Plots where necessary to serve the Serviced Plots
- 2.5 to actively market the Serviced Plots for no fewer than Twelve (12) calendar months from approval of the Marketing Strategy at the Owner's own cost

- 2.6 to submit written details of the marketing exercise undertaken under paragraph 2.5 of this schedule and such other evidence as reasonably required by the Council at the end of the marketing exercise under paragraph 2.5 of this schedule within Ten (10) Working Days of a written request by the Council
- 2.7 to procure that the Serviced Plots are disposed to a Self-build & Custom Housebuilder no later than Three (3) months prior to the anticipated date of Occupation of the last Open Market Dwelling PROVIDED THAT if the Owner provides evidence pursuant to paragraph 2.6 to the Council's reasonable satisfaction that paragraph 2.5 has been complied with and despite the Owner using reasonable endeavours to exchange contracts for the sale of all of the Serviced Plots contracts have not been exchanged for the sale of one or more of the Serviced Plots ("**Unsold Serviced Plots**") by Twelve (12) months after the expiry of the relevant marketing period this Schedule shall cease to apply and shall determine absolutely in respect of the Unsold Serviced Plots and the Owner shall be entitled to develop and sell the Unsold Serviced Plots as open market housing and shall not be required to provide the Unsold Serviced Plots for Self-Build & Custom Build Housebuilding

Schedule 19 – Provision of Bus Services

1. Definitions

1.1 In this schedule (which is subject to clause 2.8.2) the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Bus Service	<p>Option A</p> <p>a bus service operating between the Site and the town centre/railway station at a frequency of every 30 minutes and starting at 0600 and finishing at 2000 on Monday to Sunday</p> <p>Option B</p> <p>a bus service operating between the Site and the town centre/railway station at a frequency of every 30 minutes during Peak Hours and every 60 minutes outside Peak Hours and starting at 0600 and finishing at 2000 on Monday to Sunday</p>
Bus Service Monitoring	<p>means monitoring of the Bus Service by carrying out the following monitoring of use of the Bus Service by residents and visitors of the Development which shall as a minimum include the following:</p> <ul style="list-style-type: none"> a) carrying out surveys of residents and visitors; and b) monitoring of the usage of the Bus Service by residents and visitors of the Development
Bus Service Monitoring Period	<p>means a period of 10 years starting from the first operation of the Bus Service</p>

Bus Service Monitoring Report	means a report setting out the data and information gathered during the Bus Service Monitoring undertaken during the Bus Service Monitoring Review Period which shall include:- a) data of the usage of the Bus Service by residents and visitors of the Development b) any feedback received from residents of the Development in respect of the Bus Service c) where the Bus Service is being significantly over or under utilised a proposed revision to the Bus Service to either increase or reduce its service as appropriate and/or amend the Routing Plan for approval by the County Council together with a timetable for implementing the revised Bus Service
Bus Service Monitoring Review Period	means initially periods of 6 months commencing on the day of the first operation of the Bus Service for a period of two years and thereafter annually on the anniversary of the first operation of the Bus Service
Index	the All-in Tender Price Index as published by the Office for National Statistics or any successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule
Peak Hours	means between 0700-1000 and 1600-1900
Routing Plan	means a plan showing the entire route of the Bus Service

Owner's Covenants

2. The Owner covenants with the Council and County Council

2.1 Not to Occupy more than 100 Dwellings until

- (i) two bus stops real time information to serve the Development have been provided on the Site in accordance with the Planning Permission and relevant Reserved Matter and such standards for adoption as the Council may have specified when the Planning Permission and relevant Reserved Matter was approved;**
- (ii) a maintenance scheme for the bus stops has been approved in writing by the Council and County Council; and**
- (iii) the Owner has submitted the Routing Plan to the County Council and the Routing Plan has been approved by the County Council. Thereafter the Bus Service shall be operated in accordance with the approved Routing Plan (unless otherwise agreed in writing with the County Council).**

2.2 To construct and provide on the Site the bus stops to the Development in accordance with the requirements of paragraph 2.1 of this schedule prior to the Occupation of 100 Dwellings

2.3 Not to Occupy more than 100 Dwellings until the Bus Service has started operating and continue to operate for the lifetime of the Development (unless otherwise agreed with the Council and County Council acting reasonably). In the event the Owner has used a tender approved by the Council and County Council (which may include a requirement to tender for different options), but no bids are successful (as determined by the Council and the County Council acting reasonably) , the Council and 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 above

2.4 Not to Occupy more than 100 Dwellings until

- (i) the bus related infrastructure for the Development (to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary**

infrastructure) has been provided on the Site in accordance with the Planning Permission and relevant Reserved Matter and such standards for adoption as the Council may have specified in the Planning Permission and relevant Reserved Matter and

- (ii) a maintenance scheme for the infrastructure has been approved in writing by the Council and County Council

- 2.5 To construct and provide on the Site the bus related infrastructure for the Development (to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure) in accordance with the requirements of paragraph 2.4 of this schedule prior to the Occupation of 100 Dwellings
- 2.6 To maintain the bus related infrastructure in accordance with the relevant approved maintenance scheme

3 Bus Service Monitoring

- 3.1 In order to monitor the effectiveness of the Bus Service the Owner shall during the Bus Service Monitoring Period carry out the Bus Service Monitoring.
- 3.2 During the Bus Service Monitoring Period the Owner shall prepare and submit to the County Council for approval a Bus Service Monitoring Report by not later than 28 days after the end of each Bus Service Monitoring Review Period.
- 3.3 Prior to the submission of a report referred to in paragraph 3.2 the Owner shall agree the structure of that report with the County Council.
- 3.4 If any Bus Service Monitoring Report includes a proposal for a revised Bus Service for approval by the County Council if approved the Owner shall implement the revised Bus Service as approved so that it is in place and operational in accordance with the timetable set out in the approved Bus Service Monitoring Report.

Schedule 20 – Management Body

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

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

Amenity Open Space Land	those areas of the Site provided as amenity open space pursuant to schedule 5 of this deed
Appointed Professional	a competent professional who shall be appointed by the Stewardship Body and be responsible for the inspection of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space and advising the Stewardship Body as to the satisfactory completion of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space
Children's and Young People's Play Space	those areas of the Site provided as children's and young people's play space pursuant to schedule 7 of this deed
CMO	the Chilmington Management Organisation (Charity Registration No. 12134646) with address c/o McCabe Ford Williams Unit 1 Invicta Business Park Monument Way Orbital Park Ashford Kent TN24 0HB

Final Certificate	a certificate to be issued by the Council to the Stewardship Body on or after expiration of the Maintenance Period when the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for a relevant Phase or Phases has been satisfactorily maintained to the reasonable satisfaction of the Council and/or the Appointed Professional
Informal Natural Green Space	those areas of the Site provided as informal natural green space pursuant to schedule 11 of this deed
Maintenance Period	a minimum period of Six (6) months from the date of issue of the Provisional Certificate for the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for a relevant Phase or Phases or such longer period of time until the transfer is completed to the Stewardship Body
Model A	the inclusion of the stewardship requirements of this deed into the existing CMO arrangements obligations and duties
Model B	a new independent management and stewardship organisation which is set up and operated in accordance with the terms of this schedule and which shall

	<ul style="list-style-type: none">i. be limited by guarantee; andii. be open to membership by<ul style="list-style-type: none">(a) any freehold or leasehold (other than a revisionary freehold or leasehold due to an extant lease and/or underlease) owner of a Dwelling and<u>(b)</u> any occupier of a Dwelling under a tenancy granted by a Registered Provider of Social Housing owning any of the Affordable Housing Land and(c) any Registered Provider of Social Housing owning any of the Affordable Housing Land; andiii. limit a Registered Provider of Social Housing's voting power in the Stewardship Body 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; andiv. 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 in any decision making by the Stewardship Body related to the Amenity Open Space Land Children's and Young People's Play Space and Informal natural Green Space and any
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	ongoing maintenance, management and monitoring requirements of the same; and v. be accountable to owners of Dwellings and any Registered Providers of Social Housing of the Affordable Housing Land
Provisional Certificate	a certificate issued by the Council or Appointed Professional to the Owner when it is satisfied that the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for a relevant Phase or Phases has been laid out equipped and completed in accordance with the Reserved Matters approval and the requirements of the relevant schedules of this deed and is safe and useable by the public.
SDLT	stamp duty land tax
Start-Up Fund	a sum of money to enable the set up of the Stewardship Body and which shall be i. where Model A is elected the entirety of all legal and administrative costs incurred by the CMO in making necessary changes to its constitutional documents and all other related costs in respect of taking on additional responsibilities arising from the Development or

	<p>ii. where Model B is elected the full start up costs of the Stewardship Body</p>
Stewardship Body	<p>a management company existing for the purpose of managing and maintaining the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space and which shall be set up and operated in accordance with either Model A or Model B</p>
Transfer Form	<p>a transfer in Form TP1 (or such other Land Registry updated version in use at the time of the relevant transfer) to the Stewardship Body with vacant possession and full title guarantee of the entire freehold title to the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for a relevant Phase or Phases which</p> <ul style="list-style-type: none"> i. contains provisions in accordance with the schedules in this deed and the Reserved Matters approval 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

	<p>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</p> <p>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 Stewardship Body can fulfil its responsibilities</p> <p>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</p> <p>viii. declares that boundary structures between the relevant land and the Dwellings which adjoin it shall belong to and 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 Stewardship Body will manage renew and maintain the relevant land in accordance with the Reserved</p>
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	<p>Matters approval 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>
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2. Owner's Covenants

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

- 2.1 Prior to the submission of the first Reserved Matters application the Owner shall undertake informal consultation with the CMO and the Council (to the reasonable satisfaction of the Council) about whether to elect to follow Model A or Model B in respect of the Stewardship Body and shall following this consultation notify the Council whether it is electing to follow Model A or Model B in respect of the Stewardship Body setting out in writing the reasons for its decision
- 2.2 Prior to the Commencement of Development the Owner shall submit to the Council for its approval full written details of the management strategy business plan governance structure and constitution and articles of association for the Stewardship Body and the Owner shall not Commence Development unless and until the Owner has received the Council's written approval of the same
- 2.3 Prior to the Commencement of Development the Owner shall submit to the Council the details of any legal and/or conveyancing mechanisms necessary to secure that
 - 2.3.1 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 Land (including their successors in title) will be members of the Stewardship Body and any Registered Provider of Social Housing who owns any Affordable Housing Land may be a member of the Stewardship Body and

2.3.2 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 Stewardship Body 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

2.3.3 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 Stewardship Body

2.3.3.1 to become a member of the Stewardship Body and to be bound by the constitution of the Stewardship Body and to abide by any regulations made by it and

2.3.3.2 to pay annually to the Stewardship Body a fair and reasonable proportion of the costs and expenses incurred by the Stewardship Body in respect of its administration and of insuring managing repairing maintaining and renewing the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space and

2.3.3.3 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 Stewardship Body in the form of paragraphs 2.3.3.1 and 2.3.3.2 above and the disposal cannot be registered unless it secures the continuance of these arrangements and

2.3.3.4 in the case of each Dwelling which adjoins any part of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space the transfer lease or other legal documentation declares that the boundary structures between the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space and that Dwelling shall belong to and be maintained by the owner or lessee of that Dwelling

2.3.4 details of any rights to be granted in favour of the Stewardship Body over any part of the Site other than the Amenity Open Space Land Children's and Young People's Play Space and the Informal Natural Green Space in order to ensure it can carry out and comply with the ongoing elements of the approved management and maintenance obligations in perpetuity have been submitted to and approved by the Council in writing (and where the relevant details have been have been submitted to the Council in writing together with up to date official copies and filed plans of the registered titles of the parts of the Site and a solicitor's undertaking to pay the relevant costs pursuant to paragraph 2.20.2 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 Where Model A is elected for the Stewardship Body the Owner shall pay the Start-Up Fund to the Council within Twenty (20) Working Days of receipt of the approval of the Council pursuant to paragraph 2.2 above and the Owner shall notify the Council that such payment has been made within Five (5) Working Days of making the payment

2.5 Where Model B is elected for the Stewardship Body the Owner shall bear the costs of the Start-Up Fund in full

- 2.6 The Start-Up Fund (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.4 shall be Index-Linked using the following formula:

$$\left(\frac{\text{The figure for the Index last published before the date on which the payment specified in this deed is made}}{\text{Quarterly index figure last published before the date of the Planning Permission}} \right) \times \text{Start-Up Fund (or portion as appropriate)}$$

- 2.7 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

- 2.8 Not to Occupy nor to permit Occupation or dispose of more than 50% of the Dwellings in any Phase unless and until it has laid out and provided the approved Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for that Phase in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) for that Phase and the Council has issued the Provisional Certificate for that Phase and the Owner covenants that the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for that Phase shall be retained as undeveloped land in perpetuity and always in accordance with the approved Reserved Matters

- 2.9 Not to Occupy nor to permit Occupation or dispose of any Dwelling

2.9.1 unless and until the Stewardship Body 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 Council) and of its

assets and liabilities has been submitted to and approved in writing by the Council and

2.9.2 otherwise than in accordance with the requirements of the approved Stewardship Body provisions and details and

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

2.10 After the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase has been provided laid out and landscaped in accordance with the requirements of the relevant schedules of this deed the Owner shall apply to the Council and the Appointed Professional in writing requesting issue of the Provisional Certificate(s) to the Stewardship Body in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase

2.11 On receipt of the written request referred to in paragraph 2.10 of this schedule the Appointed Professional shall carry out an inspection of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space within Twenty (20) Working Days of receipt and if after inspection the Appointed Professional considers that the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space has been satisfactorily provided laid out and landscaped in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) for that Phase and any requirements and obligations of this deed the Appointed Professional shall issue the Provisional Certificate in respect of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase within Twenty (20) Working Days of carrying out the inspection to the Stewardship Body

- 2.12 If after inspection of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase the Appointed Professional considers that the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space has not been provided laid out and landscaped satisfactorily in accordance with the approved Reserved Matters and any requirements and obligations of this deed the Appointed Professional shall notify the Owner and the Stewardship Body 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 to bring the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase up to the standard required by the approved Reserved Matters and any requirements and obligations of this deed and the procedures referred to in paragraphs 2.10 and 2.11 of this schedule shall be repeated as often as necessary until a Provisional Certificate is issued in respect of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase
- 2.13 From the date of issue of the Provisional Certificate for the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase the Owner covenants
- 2.13.1 to make the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase and any facilities on that Phase of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space available for use by the public as an open amenity or recreation area in accordance with the approved Reserved Matters in perpetuity and to allow the public to have unrestricted access at all times to it and
- 2.13.2 not to use or permit the use of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural

Green Space for the relevant Phase for any purpose other than as public recreation or amenity areas and

2.13.3 to manage and maintain the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase during the Maintenance Period in accordance with the approved Reserved Matters 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 and the Stewardship Body any damage or defects arising during the Maintenance Period

2.14 No earlier than Six (6) months after the date of the Provisional Certificate to apply to the Appointed Professional for the issue of the Final Certificate and continue to perform paragraph 2.13 until the Final Certificate is issued and the transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body referred to below is completed

2.15 On receipt of the written request referred to in paragraph 2.14 of this schedule the Appointed Professional shall carry out an inspection of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase within Twenty (20) Working Days of receipt and if after inspection of the relevant Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space the Appointed Professional considers that the relevant Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space has not been provided laid out and landscaped managed maintained and made good satisfactorily in accordance with the approved Reserved Matters and requirements and obligations of this deed the Appointed Professional shall notify the Owner and the Stewardship Body 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 to bring the relevant Amenity Open

Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for that Phase up to the standard required by the approved Reserved matters and requirements and obligations in this deed (and the procedures referred to in paragraphs 2.13 to 2.14 of this schedule shall be repeated as often as necessary until a Final Certificate is issued in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase

- 2.16 If the Appointed Professional considers that the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase has been satisfactorily provided laid out and landscaped in accordance with the Reserved Matters and the requirements and obligations of this deed the Appointed Professional shall issue the Final Certificate in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase within Twenty (20) Working Days of carrying out the inspection to the Stewardship Body
- 2.17 To transfer the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase at nil cost and free from encumbrances other than those in existence on the land at the date of this deed to the Stewardship Body as soon as reasonably practicable following the issue of the Final Certificate by the Appointed Professional
- 2.18 The transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body shall be by Transfer Form
- 2.19 To submit an executed copy of the Transfer Form to the Council within Five (5) Working Days of completion of the transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body
- 2.20 To pay to the Council or the Appointed Professional as appropriate

2.20.1 all proper costs and disbursements in connection with the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase within Fourteen (14) days of the Council or Appointed Professional raising an invoice therefor (unless they have already been paid to the Stewardship Body within that period) and

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

2.20.3 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 and/or the Appointed Professional pursuant to this schedule within Fourteen (14) days of the issue of a request to pay from the Council and/or the Appointed Professional and

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

2.21 not to cause or permit Occupation of more than Eighty percent (80%) of the Dwellings on the relevant Phase until

2.21.1 the Final Certificate has been issued to the Stewardship Body in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase and

- 2.21.2 the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase has been transferred to the Stewardship Body and
- 2.21.3 a copy of the executed Transfer Form for the transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body has been submitted to the Council
- 2.22 To ensure that the parts of the Site comprising the Amenity Open Space Land, the Children's and Young People's Play Space and the Informal Natural Green Space Children's and Young People's Play Space are free from contamination pollution and any protected habitat or species that would prevent or limit the use of that part of the Site for the Amenity Open Space Land, the Children's and Young People's Play Space or the Informal Natural Green Space
- 2.23 The Owner must first refer any matter for approval or certification in this Schedule to the Council and allow the Council the opportunity for 20 Working Days as set out in this Schedule to review comment upon approve or certify as applicable. After allowing such opportunity and where it is not possible to obtain the Council's approval or certification as applicable the Owner shall be entitled to refer any matter for approval or certification in this Schedule to Dispute Resolution in accordance with clause 16 of this Deed and the approval or certification as applicable may be obtained from the Expert appointed as part of that clause 16 process and shall be evidence of compliance with the obligations of this Schedule

Schedule 21 – Stodmarsh Mitigation

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

Undertaker	a sewage undertaker as defined in the Water Industry Act 1991 responsible for the disposal of sewerage and other services required to be provided by a sewerage undertaker for the purposes of carrying out its functions
Waste Water Treatment Plant	the waste water treatment works located on land to the west of Chilmington Green Road TN23 3DL which was subject to planning application reference PA/2023/0715 and which was allowed on appeal (reference APP/E2205/W/24/3345453) dated 19 September 2024 subject to conditions and illustrated on the WWTP Land Plan and where used in this schedule "WWTP" refers accordingly
WWTP Land Plan	The plan illustrating the land for the WWTP with drawing number D0500_003A as appended to this deed

2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. To ensure that all wastewater connections from any Dwelling constructed as part of the Development are made and retained in such a way as to ensure that all wastewater from the Development shall drain to the Waste Water

Treatment Plant and to no other drainage system ditch watercourse or other water body

- 2.2. In the event in the future that a revised drainage strategy or solution is required by the Owner for the Development to enter negotiations with the Council in respect of the alternative drainage solution or strategy and to seek the Council's approval of the same alongside any required consents and permissions including but not limited to environmental permits drainage board consents and planning permissions prior to making any changes to the drainage of the Development secured pursuant to this schedule

3. Waste Water Treatment Plant

The Owner covenants with the Council

- 3.1. To notify the Council when the WWTP has been constructed and is ready for use and under full operational control of the Undertaker including providing copies of any permits granted in respect of its operation and details of the Undertaker
- 3.2. Not to Occupy or permit the Occupation of any Dwelling on the Development unless and until the WWTP has been constructed and is fully operational all permits have been successfully applied for and granted and the notice required by paragraph 3.1 has been provided to the Council
- 3.3. Unless and until the WWTP is under the full operational control of the Undertaker not to allow the discharge of any waste water from the Development to the WWTP

Schedule 22 – Strategic Parks 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 Parks	Quantitative and qualitative improvements at the strategic parks at areas DP1 and DP2 shown on the Queen's Platinum Jubilee Park
Strategic Parks Contribution	the sum to be used towards Strategic Parks calculated by multiplying the number of Dwellings in the Development by: (1) £146.00 (one hundred and forty six pounds) towards Strategic Parks and (2) £47.00 (forty seven pounds) towards the maintenance thereof
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
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council as follows

2.1. To pay to the Council the Strategic Parks Contribution Index-Linked in the following instalments

- 2.1.1. 50% of the Strategic Parks Contribution prior to the Occupation of 50% of the Dwellings and
- 2.1.2. the balance of the Strategic Parks Contribution prior to the Occupation of 75% of the Dwellings
- 2.2. Not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Strategic Parks Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be index-linked using the following formula

<p>The figure for the Index last published before the date on which the payment specified in this deed is made</p>	÷	<p>Index figure for July 2012 (namely) 309.8)</p>	×		<p style="text-align: center;">Strategic Parks Contribution (or portion as appropriate)</p>
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- 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

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. The Strategic Parks Contribution has been paid in full to the Council and
 - 3.1.2. the Strategic Parks Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Strategic Parks Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Strategic Parks Contribution which is not committed to be expended within 10 years of the date of 100% Occupation of the Development to the person who paid the final instalment of Strategic Parks Contribution

Schedule 23 – Strategic Highways Contribution and –

S.278 Highway Works/A28 Dualling 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

A28 Dualling Contribution	<p>1) In the event that OPTION B in Part 2 of this Schedule is chosen pursuant to clause 2.8.4 by the Inspector:</p> <p style="padding-left: 40px;">the sum of £5,941,400 (five million, nine hundred and forty one thousand and four hundred pounds) Index Linked to be used by the County Council towards the A28 Dualling Scheme</p> <p>2) In the event that OPTION C in Part 2 of this Schedule is chosen pursuant to clause 2.8.4 by the Inspector:</p> <p style="padding-left: 40px;">the sum of £2,970,700 (two million nine hundred and seventy thousand seven hundred pounds) Index Linked to be used by the County Council towards the A28 Dualling Scheme</p>
A28 Dualling Scheme	the dualling of the A28 Chart Road between the Matalan and Tank

	roundabouts together with junction improvements to the Matalan and Tank roundabouts and Chart Road / Loudon Way traffic signal junction as shown on the A28 Plan and any revisions thereto as may be required by the County Council in its reasonable discretion in the exercise of its statutory power under the Highways Act 1980 (as amended)
A28 Section 278 Agreement	the agreement dated 27 February 2017 entered into by the County Council (1) Hodson Developments (Ashford) Limited (2) Chilmington Green (Developments) Limited (3) Hodson Developments (CG One) Limited (4) and Hodson Developments (CG Two) Limited (5) as varied or any agreement entered into in substitution for this agreement
A28 Plan	means the drawing with reference 4300588/000/01 Rev 0 dated 19 July 2017 appended to this deed
A28 Surplus	means the Total A28 Contributions less the Final A28 Costs
Additional A28 Contributions	the contributions towards the cost of delivery of the A28 Dualling Scheme secured by the County Council or the Council when planning permission is granted for other developments after the date of this agreement plus any grant funding (excluding any grant funding secured at the date of this deed) secured

	by the County Council or the Council towards the cost of delivery of the A28 Dualling Scheme
Chilmington Contribution	the amounts paid and payable to the County Council towards the cost of delivery of the A28 Dualling Scheme under the A28 Section 278 Agreement calculated at the date when the A28 Statement is issued by the County Council (with allowance made for any reductions in the contributions paid or payable under the A28 Section 278 Agreement which the County Council needs to make under the terms of the A28 Section 278 Agreement)
Clawback Amount	means X% of the A28 Surplus (if any) $X = \frac{\text{£2,970,700 (two million nine hundred and seventy thousand seven hundred pounds)}}{\text{Total A28 Contributions}} \times 100$
County Council's Section 278 Amount	means £1,160,637.93 (one million one hundred and sixty thousand six hundred and thirty seven pounds ninety three pence)
Final A28 Costs	means the total costs incurred by the County Council in carrying out and completing the A28 Dualling Works, including construction, design, engineering, project management, and

	any associated legal, administrative, and statutory costs
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked either in accordance with Part 2 paragraph 2.2 (Option A); Part 2 paragraph 1.3 (Option B) or Part 2 paragraph 1.7 (Option C) of this schedule
Owner's Section 278 Amount	means £717,658.73 (seven hundred and seventeen thousand six hundred and fifty eight pounds seventy three pence)
Section 278 Highway Agreement	an agreement made under section 278 and/or s.38 of the Highways Act 1980 for the Section 278 Highway Works
Section 278 Highway Works	the Owner's works set out in drawing ref 226730/PD02 and 226730/PD01 appended to this deed covering junction improvements to the Matalan Roundabout and Loudon Way traffic signal junction and improvements to the control of the signals to improve the operation of the crossing at the pedestrian crossing to the south of Tank Roundabout Junction shown on the SLR drawing entitled Pedestrian Crossing – South of Tank Roundabout also appended to this Deed

Section 278 Highway Works Contribution	means either the Owner's Section 278 Amount or the County Council's Section 278 Amount (the applicable figure being whichever figure the Inspector indicates he has taken into account pursuant to Clause 2.8.4 if he states in his decision letter that he has taken into account Option A or Option C in this Schedule) to be used in either case by the County Council in lieu of the Section 278 Highway Works towards the A28 Dualling Scheme
Strategic Infrastructure and Road Improvement Works	the combined scheme of strategic improvements to both the M20 Junction 9 (including the provision of the Eureka Skyway bridge) and Drovers Roundabout at the A20/A28 junction which was forward-funded to KCC by SEEDA through the Regional Infrastructure Fund (RIF) and in respect of which the RIF forward-funding is required to be repaid via developer contributions through section 106 agreements
Total A28 Contributions	the A28 Dualling Contribution (including the Section 278 Highway Works Contribution if applicable) the Additional A28 Contributions and the Chilmington Contribution

PART 1: Regional Infrastructure Fund Recovery

1. Owner's Covenants

The Owner covenants with the Council subject to clause 2.8.3 to perform Option A or Option B as follows:

OPTION A

- 1.1 to pay the total sum of £534,918.75 (Five hundred and thirty four thousand nine hundred and eighteen pounds seventy five pence) to the Council in the following instalments in respect of the Strategic Infrastructure and Road Improvement Works
 - 1.1.1 £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) prior to the Occupation of Twenty five percent (25%) of the Dwellings
 - 1.1.2 £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) prior to the Occupation of Fifty percent (50%) of the Dwellings
 - 1.1.3 £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) prior to the Occupation of Seventy five percent (75%) of the Dwellings
- 1.2 Not to Occupy more than Twenty five percent (25%) of the Dwellings nor to allow the same until £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) has been paid to the Council
- 1.3 Not to Occupy more than Fifty percent (50%) of the Dwellings nor to allow the same until a further £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) has been paid to the Council
- 1.4 Not to Occupy more than Seventy five percent (75%) of the Dwellings nor to allow the same until a further £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) has been paid to the Council

2. Council Covenants

- 2.1 The Council covenants with the Owner to only use the money received pursuant to paragraph 1.1 for the Strategic Infrastructure and Road Improvement Works (which FOR THE AVOIDANCE OF DOUBT shall include the repayment of forward funding in respect of the said improvement works)

OPTION B

- 2.2 to pay the total sum of £427,269.18 (Four hundred and twenty seven thousand two hundred and sixty nine pounds eighteen pence) to the Council in the following instalments in respect of the Strategic Infrastructure and Road Improvement Works
- 2.2.1 £142,423.06 (One hundred and forty two thousand four hundred and twenty three pounds and six pence) prior to the Occupation of Twenty five percent (25%) of the Dwellings
- 2.2.2 £142,423.06 (One hundred and forty two thousand four hundred and twenty three pounds and six pence) prior to the Occupation of Fifty percent (50%) of the Dwellings
- 2.2.3 £142,423.06 (One hundred and forty two thousand four hundred and twenty three pounds and six pence) prior to the Occupation of Seventy five percent (75%) of the Dwellings
- 2.3 Not to Occupy more than Twenty five percent (25%) of the Dwellings nor to allow the same until £142,423.06 (One hundred and forty two thousand four hundred and twenty three pounds and six pence) has been paid to the Council
- 2.4 Not to Occupy more than Fifty percent (50%) of the Dwellings nor to allow the same until a further £142,423.06 (One hundred and forty two thousand four hundred and twenty three pounds and six pence) has been paid to the Council
- 2.5 Not to Occupy more than Seventy five percent (75%) of the Dwellings nor to allow the same until a further £142,423.06 (One hundred and forty two thousand four hundred and twenty three pounds and six pence) has been paid to the Council

Council Covenants

- 2.6 The Council covenants with the Owner to only use the money received pursuant to paragraph 2.2 for the Strategic Infrastructure and Road Improvement Works (which FOR THE AVOIDANCE OF DOUBT shall include the repayment of forward funding in respect of the said improvement works)

Part 2: A28

1. Owner's Covenants

The Owner covenants with the Council and the County Council subject to clause 2.8.4 to perform Option A, Option B or Option C as follows:

OPTION A

- 1.1 Prior to Substantial Implementation the Owner shall notify the County Council that it intends to commence the Section 278 Highway Works
- 1.2 The County Council may notify the Owner within 30 Working Days of receipt of the notice referred to in paragraph 1.1 that it does not require the Owner to carry out the Section 278 Highway Works and requires payment of the Section 278 Highway Works Contribution instead.
- 1.3 If the County Council does not give notice that it requires the Section 278 Highway Works Contribution within 30 Working Days of receipt of the notice from the Owner under paragraph 1.1 the Owner shall not carry out any Development beyond Substantial Implementation until it has entered into the Section 278 Highway Agreement with the County Council (and the County Council hereby covenants to also enter into the Section 278 Highway Agreement with the Owner) for the purpose of authorising the Section 278 Highway Works.
- 2.
- 2.1 In the event that the County Council require pursuant to paragraph 1.2 and 1.3 :

- 2.1.1 payment of the Section 278 Highway Works Contribution the Owner shall not carry out any Development beyond Substantial Implementation until the payment referred to in paragraph 1.2 has been paid to the County Council ; or
- 2.1.2 delivery of the Section s.278 Highway Works the Owner shall not Occupy any Dwellings until the Section 278 Highway Works authorised pursuant to paragraph 1.3 above have been completed pursuant to the Section 278 Highway Agreement to the reasonable satisfaction of the County Council
- 2.2 The Section 278 Highway Works Contribution which may be payable in accordance with paragraph 1.2 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \right) \times \left(\begin{array}{l} \text{The Index figure for} \\ \text{Q2 2024} \end{array} \right) \times \left(\begin{array}{l} \text{Section 278} \\ \text{Highway} \\ \text{Works} \\ \text{Contribution} \end{array} \right)$$

- 2.3 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 County Council considers a comparable index

3. **County Council's Covenants**

- 3.1 The County Council agrees with the Owner that in the event that:
- 3.1.1 the Section 278 Highway Works Contribution has been paid in full to the County Council and

3.1.2 the Section 278 Highway Works Contribution is not spent or committed to be spent in full by the County Council within 20 years of the date of Occupation of 100% of the Development and

3.1.3 following the expiry of that 20 year period the County Council have received a written request for the return of any unspent or uncommitted Section 278 Highway Works Contribution from the person who paid the Section 278 Highway Works Contribution

the County Council will pay the balance of the Section 278 Highway Works Contribution which is not committed to be spent to the person who paid the Section 278 Highway Works Contribution

OPTION B

1.

1.1 The Owner will pay to the County Council the A28 Dualling Contribution Indexed-Linked on the earlier of (1) three months after the date on which the County Council has given written notice to the Owner that it has let a contract for the construction of the whole of the A28 Dualling Scheme (such notice to be accompanied by the contract) or (2) prior to Substantial Implementation

1.2 The Owner will not carry out the Development beyond Substantial Implementation until the payment referred to in paragraph 1.1 has been made

1.3 The A28 Dualling Contribution which is payable in accordance with paragraph 1.1 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 + The Index figure for Q2 2024 × A28 Dualling Contribution

- 1.4 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 County Council considers a comparable Index

2. County Council's Covenants

- 2.1 The County Council agrees with the Owner that in the event that:

2.1.1 the A28 Dualling Contribution has been paid in full to the County Council and

2.1.2 the A28 Dualling Contribution is not spent or committed to be spent in full by the County Council within 20 years of the date of Occupation of 100% of the Development and

2.1.3 following the expiry of that 20 year period the County Council have received a written request for the return of any unspent or uncommitted A28 Dualling Contribution from the person who paid the A28 Dualling Contribution

the County Council will pay the balance of the A28 Dualling Contribution which is not committed to be spent to the person who paid the A28 Dualling Contribution.

- 2.2 In the event that any other schemes are granted planning permission by the Council which secure a financial contribution to be used by the County Council towards the delivery of the A28 Dualling Scheme then the County Council will provide a proportional refund of the A28 Dualling Contribution based on the amount paid to the person who paid the A28 Dualling Contribution following the payment of the financial contribution from the other schemes.

OPTION C

1.

1.1 The Owner may not Substantially Implement the Development until:

1.1.1 It has given notice to the County Council that it intends to commence the Section 278 Highway Works; and

1.1.2 Unless paragraph 1.2 applies, it has entered into the Section 278 Highway Agreement with the County Council (and the County Council hereby covenants to enter into the Section 278 Highway Agreement with the Owner) for the purpose of authorising the Section 278 Highway Works.

1.2 The County Council may notify the Owner within 30 Working Days of receipt of the notice referred to in paragraph 1.1.1 that it does not require the Owner to carry out the Section 278 Highway Works and requires payment of the Section 278 Highway Works Contribution instead (such notice will be deemed to have been given if the County Council has already given written notice to the Owner that it has a let a contract for the construction of the whole of the A28 Dualling Scheme) .

1.3 If the County Council serves notice on the Owner under paragraph 1.2 requiring payment of the Section 278 Highway Works Contribution (or is deemed to have served such notice) the Owner shall pay the Section 278 Highway Works Contribution to the County Council and shall not carry out any Development beyond Substantial Implementation until the payment referred to in paragraph 1.2 has been paid provided however that the payment of the Section 278 Highway Works Contribution will be deemed to have been already been made if the Owner has already paid the A28 Dualling Contribution to the County Council ;

1.4 Unless the County Council has served notice on the Owner under paragraph 1.2 requiring payment of the Section 278 Highway Works Contribution the Owner shall not to Occupy any Dwellings until the Section 278 Highway Works authorised pursuant to paragraph 1.1.2 above have been completed pursuant

to the Section 278 Highway Agreement to the reasonable satisfaction of the County Council

- 1.5 The Owner will (subject to paragraph 1.9) pay to the County Council the A28 Dualling Contribution Indexed-Linked on the earlier of (1) three months after the date on which the County Council has given written notice to the Owner that it has let a contract for the construction of the whole of the A28 Dualling Scheme (such notice to be accompanied by a copy of the contract) or (2) prior to Substantial Implementation
- 1.6 The Owner will not carry out any Development beyond Substantial Implementation until the payment referred to in paragraph 1.5 has been made
- 1.7 The A28 Dualling Contribution which is payable in accordance with paragraph 1.5 (and the Section 278 Highway Works Contribution if payable in accordance with paragraph 1.2) shall be Index-Linked using the following formula

$$\begin{array}{rcl}
 \left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \right. & \div & \begin{array}{l} \text{The Index figure for} \\ \text{Q2 2024} \end{array} \\
 & & \times \begin{array}{l} \text{A28 Dualling} \\ \text{Contribution} \\ \text{(and/or the} \\ \text{Section 278} \\ \text{Highway} \\ \text{Works} \\ \text{Contribution if} \\ \text{applicable)} \end{array}
 \end{array}$$

- 1.8 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 County Council considers a comparable index

- 1.9 The payment referred to in paragraph 1.5 shall be reduced by the amount of the Section 278 Highway Works Contribution (if applicable) and references in this Option C to the A28 Dualling Contribution shall be construed accordingly.

2. COUNTY COUNCIL'S COVENANTS

- 2.1 The County Council agrees with the Owner that in the event that:

- 2.1.1 the A28 Dualling Contribution (including the Section 278 Highway Works Contribution if applicable) has been paid in full to the County Council and
- 2.1.2 the A28 Dualling Contribution (including the Section 278 Highway Works Contribution if applicable) is not spent or committed to be spent in full by the County Council within 20 years of the date of Occupation of 100% of the Development and
- 2.1.3 following the expiry of that 20 year period the County Council have received a written request for the return of any unspent or uncommitted A28 Dualling Contribution (including the Section 278 Highway Works Contribution if applicable) from the person who paid the A28 Dualling Contribution (including the Section 278 Highway Works Contribution if applicable)

the County Council will pay the balance of the A28 Dualling Contribution (including the Section 278 Highway Works Contribution if applicable) which is not committed to be spent to the person who paid the A28 Dualling Contribution and the Section 278 Highway Works Contribution.

- 2.2 The County Council shall within three months of completion of the A28 Dualling Scheme (which shall be deemed to have been completed when all elements of the A28 Dualling Scheme are open to use by the public) "(or such longer period as the parties may agree in writing) provide a written statement to the Owner (the A28 Statement) setting out:

- 2.2.1 the Final A28 Costs;
- 2.2.2 details of all Additional A28 Contributions received; and

2.2.3 the Clawback Amount if applicable

together with all supporting documentation necessary to confirm the accuracy of the information provided and the Clawback Amount figure

2.3 Within 30 Working Days following receipt of the A28 Statement pursuant to paragraph 2.2 the Owner shall either:

2.3.1 confirm in writing that it has received sufficient information to review the calculation of the Clawback Amount ; or

2.3.2 request such further valuation information as acting reasonably it deems necessary in order to review the calculation of the Clawback Amount.

2.4 On receipt of any request for further information pursuant to paragraph 2.3.2, the County Council shall as soon as reasonably practicable and in any case within 30 Working Days of such request provide to the Owner the information requested

2.5 Within 30 Working Days of receipt of the A28 Statement (or receipt of the additional information provided under paragraph 2.3.2 if applicable) the Owner shall confirm in writing either that

2.5.1 it accepts the relevant County Council's calculation of the Clawback Amount ("Clawback Amount Acceptance Notice"); or

2.5.2 it does not accept the relevant County Council's calculation of the Clawback Amount ("Clawback Amount Non Acceptance Notice")

2.6 In the event that pursuant to paragraph 2.5 above, the Owner and the County Council have not agreed the Clawback Amount and the Owner has issued a Clawback Amount Non-Acceptance Notice either Party shall be entitled to refer the matter to the Expert for determination in accordance with Clause 16

2.7 Unless otherwise agreed by the County Council and the Owner the Expert shall be appointed on the basis that his or her decision shall include a calculation of the Clawback Amount.

- 2.8** Within 60 Working Days of receipt of either the Clawback Amount Acceptance Notice pursuant to paragraph 2.5.1 or the decision of the Expert confirming that a Clawback Amount is payable pursuant to paragraph 2.6 the County Council shall pay the Clawback Amount (if any) to the Owner
- 2.9** For the avoidance of doubt it is confirmed that paragraphs 2.2 to 2.8 inclusive only apply to this Option C and that paragraph 2.2 of Option B sets out the circumstances in which any refund is payable by the County Council under Option B and the basis for assessing any amount due

Schedule 24 – Travel Plan Monitoring 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

Index	the Retail Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.3 of this schedule
Travel Plan	the travel plan(s) submitted pursuant to the Planning Application and any Reserved Matters
Travel Plan Monitoring Fee	the sum of £1,000.00 (One thousand pounds) per annum towards monitoring compliance with the provision of the Travel Plan

2. Owner's Covenants

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

- 2.1. To pay the Travel Plan Monitoring Fee Index-Linked to the Council prior to the first Occupation of the Development and on each anniversary of the date of first Occupation of the Development until the elapsing of 5 (Five) years after the Development is completed
- 2.2. Not to first Occupy the Development until the Owner has paid the first Travel Plan Monitoring Fee to the Council
- 2.3. The Travel Plan Monitoring Fee due and payable in paragraph 2.1 shall be Index-Linked using the following formula

$$\begin{array}{l} \text{most recently published index} \\ \text{figure for Index when the} \\ \text{payment is due} \end{array} + \begin{array}{l} \text{Quarterly index figure} \\ \text{last published before} \\ \text{the date of the} \\ \text{Planning Permission} \end{array} \times \begin{array}{l} \text{Travel Plan} \\ \text{Monitoring} \\ \text{Fee (or} \\ \text{portion if} \\ \text{appropriate)} \end{array}$$

2.4. 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 County Council considers a comparable index

3. Council's Covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Travel Plan Monitoring Fee has been paid in full to the Council and

3.1.2. the Travel Plan Monitoring Fee is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Travel Plan Monitoring Fee from the person who made the final instalment of the Travel Plan Monitoring Fee

3.1.4. the Council have received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Travel Plan Monitoring Fee which is not committed to be spent to the County Council to the person who paid the final instalment of the Travel Plan Monitoring Fee

Schedule 25 – Integrated Children’s 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

Integrated Children’s Services	the provision of additional resources and equipment for the integrated children's services in the Council's area to enable expansion of capacity within the central hubs and provisions of outreach services in the vicinity of the Development
Integrated Children’s Services Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £74.05 (Seventy-four pounds and five pence) towards Integrated Children’s Services
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner’s Covenants

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

2.1. The Owner will pay to the Council Integrated Children's Services Contribution Index-Linked in the following instalments

- 2.1.1. 50% of the Integrated Children's Services Contribution Index-Linked prior to the Occupation of 25% of the Dwellings and
- 2.1.2. the balance of the Integrated Children's Services Contribution Index-Linked prior to the Occupation of 50% of the Dwellings
- 2.2. The Owner will not Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. The Owner will not Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Integrated Children's Services Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \right) + \begin{array}{l} \text{The Index figure for} \\ \text{Q1 2022} \end{array} \times \begin{array}{l} \text{Integrated} \\ \text{Children's} \\ \text{Services} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 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 County Council considers a comparable index

3. Council's Covenants

- 3.1. The Council agrees with the Owner that in the event that:

- 3.1.1. The Integrated Children's Services Contribution Index-Linked has been paid in full to the Council and

3.1.2. the Integrated Children's Services Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Integrated Children's Services Contribution from the person who made the final instalment of the Integrated Children's Services Contribution

3.1.4. The Council has received written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Integrated Children's Services Contribution which is not committed to be spent to the person who paid the final instalment of the Integrated Children's Services Contribution

Schedule 26 – Waste Disposal 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

Waste Disposal Services	the provision of a new waste transfer station at Folkestone
Waste Disposal Services Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £142.13 (one hundred and forty two pounds and thirteen pence) towards Waste Disposal Services
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner's Covenants

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

2.1. The Owner will pay to the Council the Waste Disposal Services Contribution Indexed-Linked in the following instalments

2.1.1. 50% of the Waste Disposal Services Contribution Index-Linked prior to the Occupation of 25% of the Dwellings and

2.1.2. the balance of the Waste Disposal Services Contribution Index-Linked prior to the Occupation of 50% of the Dwellings

2.2. The Owner will not Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. The Owner will not Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Waste Disposal Services Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\frac{\text{The figure for the Index last published before the date on which the payment specified in this Deed is made}}{\text{The Index figure for Q1 2022}} \right) \times \text{Waste Disposal Services Contribution (or portion as appropriate)}$$

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 County Council considers a comparable index

3. Council's covenants

3.1. The Council agrees with the Owner that in the event that:

3.1.1. the Waste Disposal Services Contribution has been paid in full to the County Council and

3.1.2. the Waste Disposal Services Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Waste Disposal Services Contribution from the person who made the final instalment of the Waste Disposal Services Contribution and

3.1.4. the County Council have received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Waste Disposal Services Contribution which is not committed to be spent to the person who paid the final instalment of the Waste Disposal Services Contribution



21,797

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Proposed Development

Proposed Reorganization of
Farrington Lane
Chesham Green

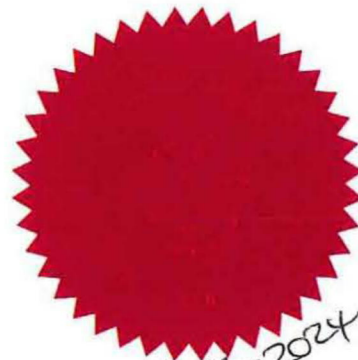
Life & Death

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Authorised Signatory



1086-2024

NOTES

DO NOT SCALE FROM THIS DRAWING.
ALL CONTRACTORS MUST VISIT THE SITE AND BE
RESPONSIBLE FOR TAKING AND CHECKING DIMENSIONS.
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-  Site boundary
 Allotments
 Discovery Park
 Ecologically Managed Farmland
 Long and Open Grassland
 Species Rich Grassland
 Flooded Meadow Ecology Park
 Proposed Woodland
 Watercourses
 Flood Attenuation
 Publicly Accessible SuDS margin (freeboard)
 Green Space
 Play Spaces
 Outdoor Sports Pitches
 Existing Woodland

DocuSigned by:

igned by:

www.elsevier.com/locate/jmb

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Chilmington
Green Consortium

Original plan drawn by Turkington Martin and amended by JTP 26.11.15

CH 3.05, Chester House, Kennington Park, 1-3 Brixton Road, London, SW9 4DE T: +44 (0)20 3567 1050 W: www.turkingtonmartin.com

Chilmington Green, Ashford

OPA06R2: Open Space
Plan

1

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turkington martin

TURKINGTON MARTIN / JTP

Job Ref.	Drawn	Created By
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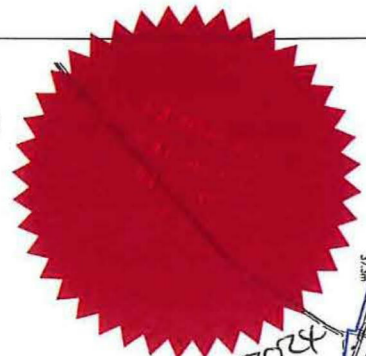
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1:10,000		03/11/2014

1:10,000 26/11/2015
Drawing No. Revision

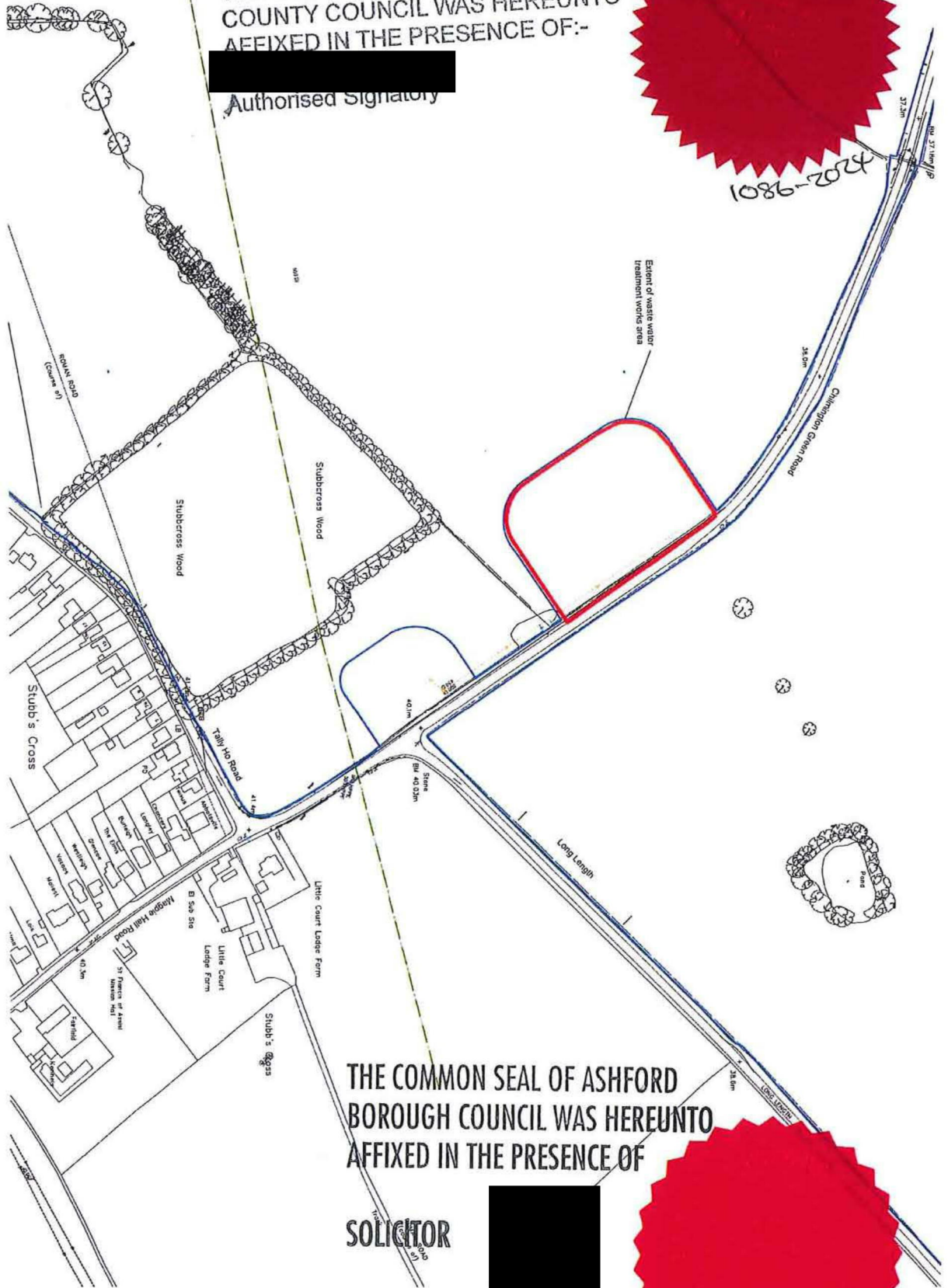
00122_OPA_01R2 P2

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-

Authorised Signatory



1086-9801



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

SOLICITOR



21797

Chilmington

Waste Water Treatment Works
Location Plan

DATE 06.04.12
SCALE 1:10000
STATUS Planning
DRAWN BY
CHECKED BY
APPROVED BY



DocuSigned by:
Alan Hodson
B17D33363807A49F

Signed by:
Barry Mathews
060CF22A55B34F9

DocuSigned by:
Mairiad Lyons
A4EF7D29173D457

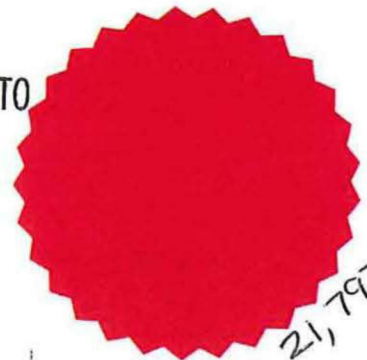
Signed by:
Tom Hodson
4433EFB20C0340E

Legend
Red line Planning Boundary
Blue line Adjacent ownership

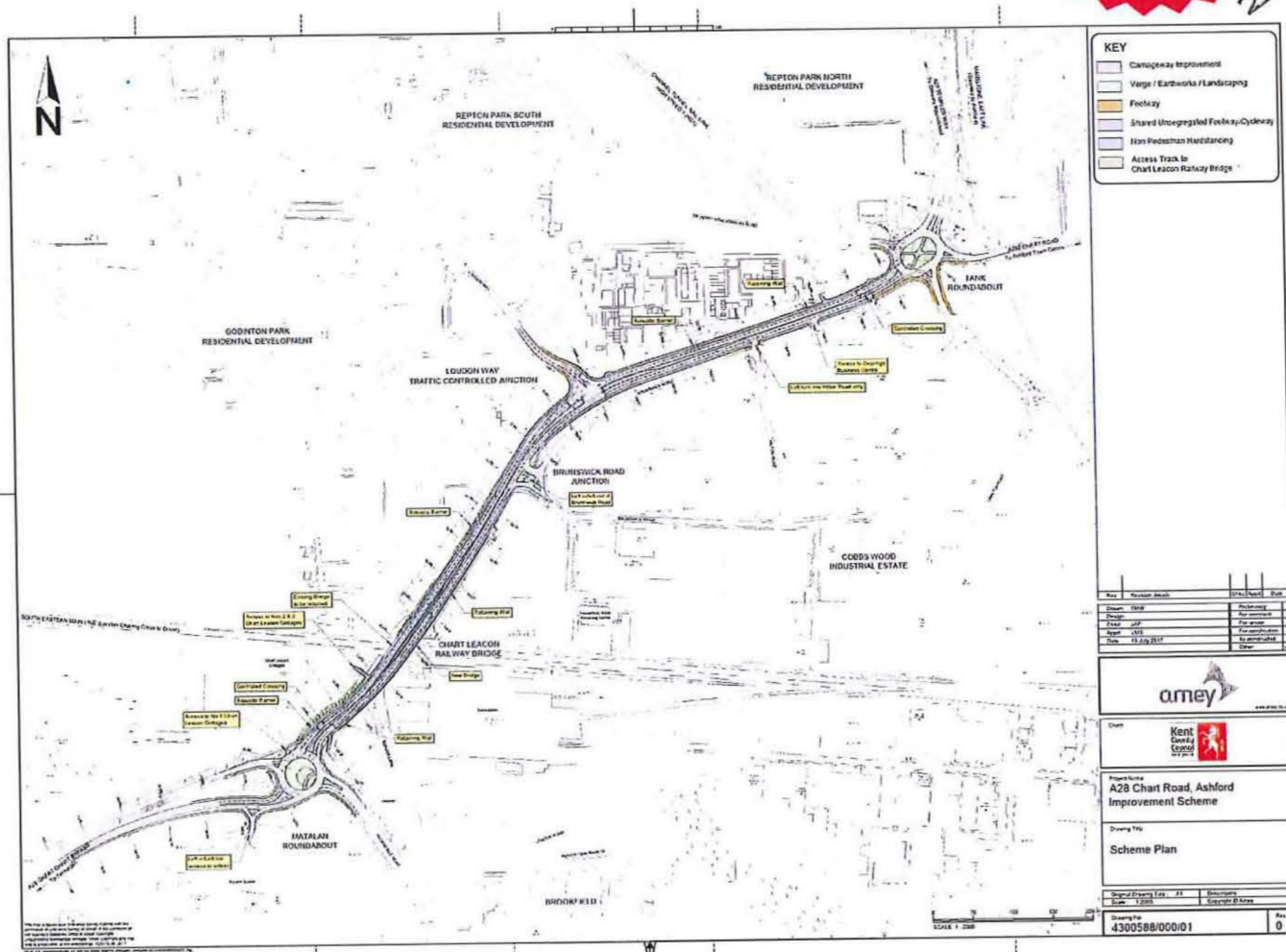
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 DocuSigned by: [Redacted]
 DocuSigned by: [Redacted]

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

SOLICITOR



21,797



THE COMMON SEAL OF THE KENT
 COUNTY COUNCIL WAS HEREUNTO
 AFFIXED IN THE PRESENCE OF:-

[Redacted Signature]

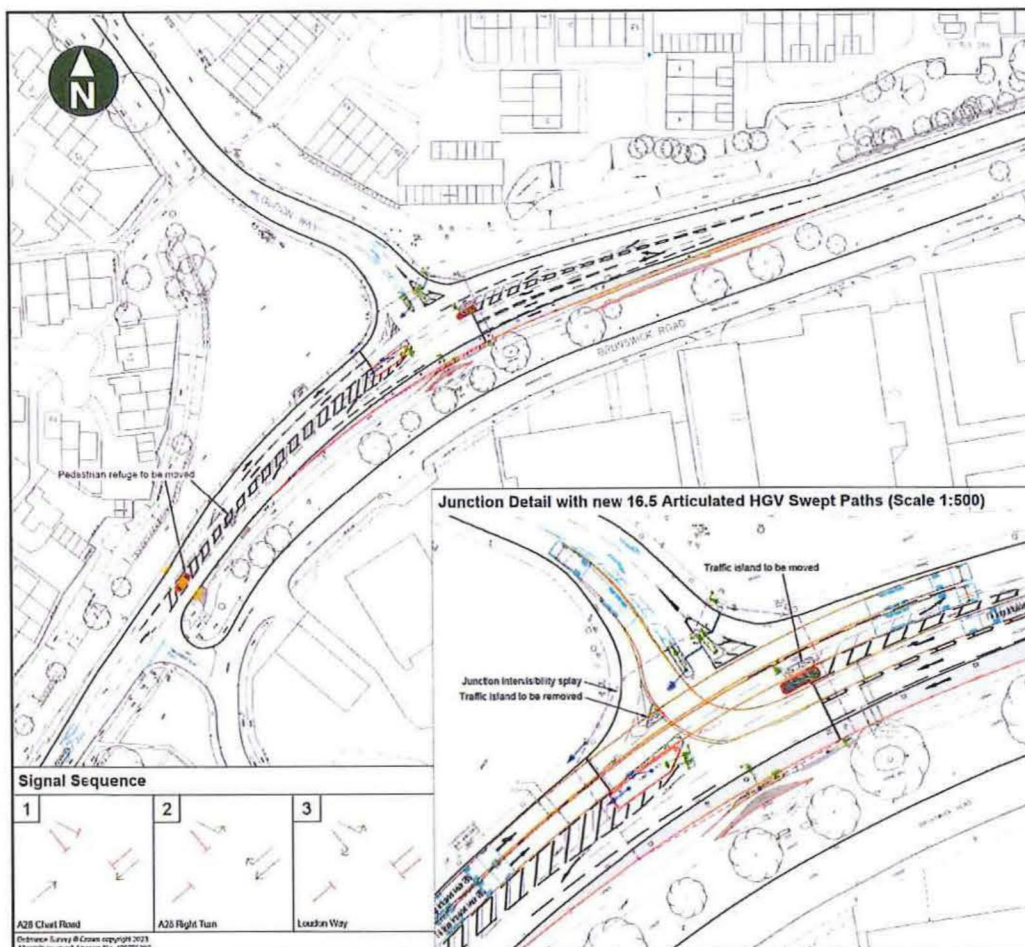
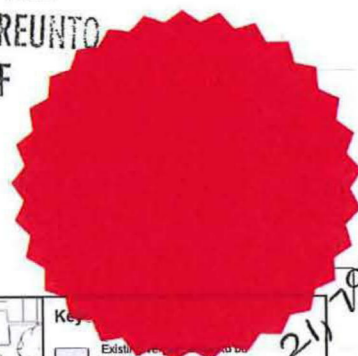


1086-2024

DocuSigned by: [Redacted]
Signed by: [Redacted]
DocuSigned by: [Redacted]
Signed by: [Redacted]

THE COMMON SEAL OF ASHFORD
BOROUGH COUNCIL WAS HEREUNTO
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SOLICITOR



- Key**
- Existing verge to be reinstated to carriageway construction
 - Existing carriageway to have new footway construction
 - Existing verge to be cycleway/footway construction
 - Extent of footway to reinstale to verge
 - Proposed kerblines
 - Existing road marking to remain
 - Proposed road marking
 - Existing signals to be retained
 - Proposed new traffic signal equipment

REVISION	DETAILS	DESIGN	CHECKED	DATE
----------	---------	--------	---------	------

INFORMATION ONLY

Client: Hodson Homes

Project: Possingham Farm

Drawings Title: A28 Chart Rd / Loudon Way Junction Improvement Preliminary Design

Scale: 1:1000 at A3

Author: RB Checked: ID Date: 28.08.24

SLR

Drawings Number: 226730/PD02

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-

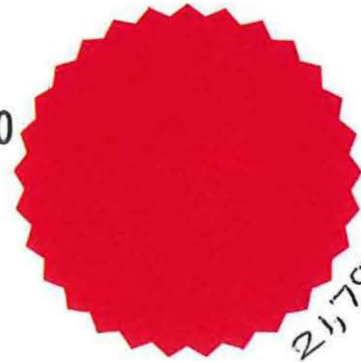
Authorised Signatory



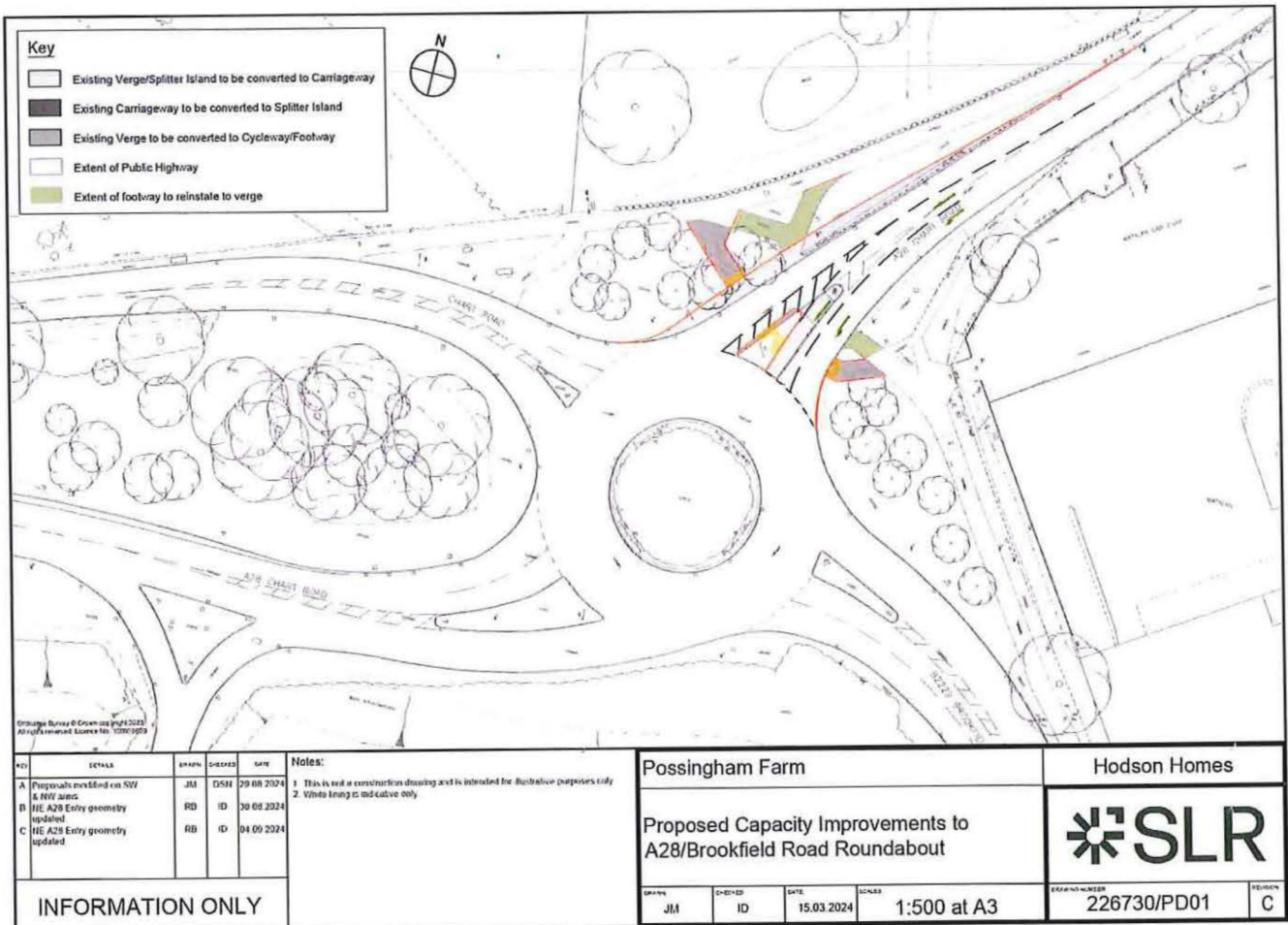
Signed by: [Redacted] DocuSigned by: [Redacted]
 4423EF820C0340E... B17D3363807A49F... 660CF22A55034F9... A4EF7D29173D457...

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

SOLICITOR



21/797



THE COMMON SEAL OF THE KENT
 COUNTY COUNCIL WAS HEREUNTO
 AFFIXED IN THE PRESENCE OF:-

Authorised Signatory



1086-2024

Designed by:
AAEF7029173D457

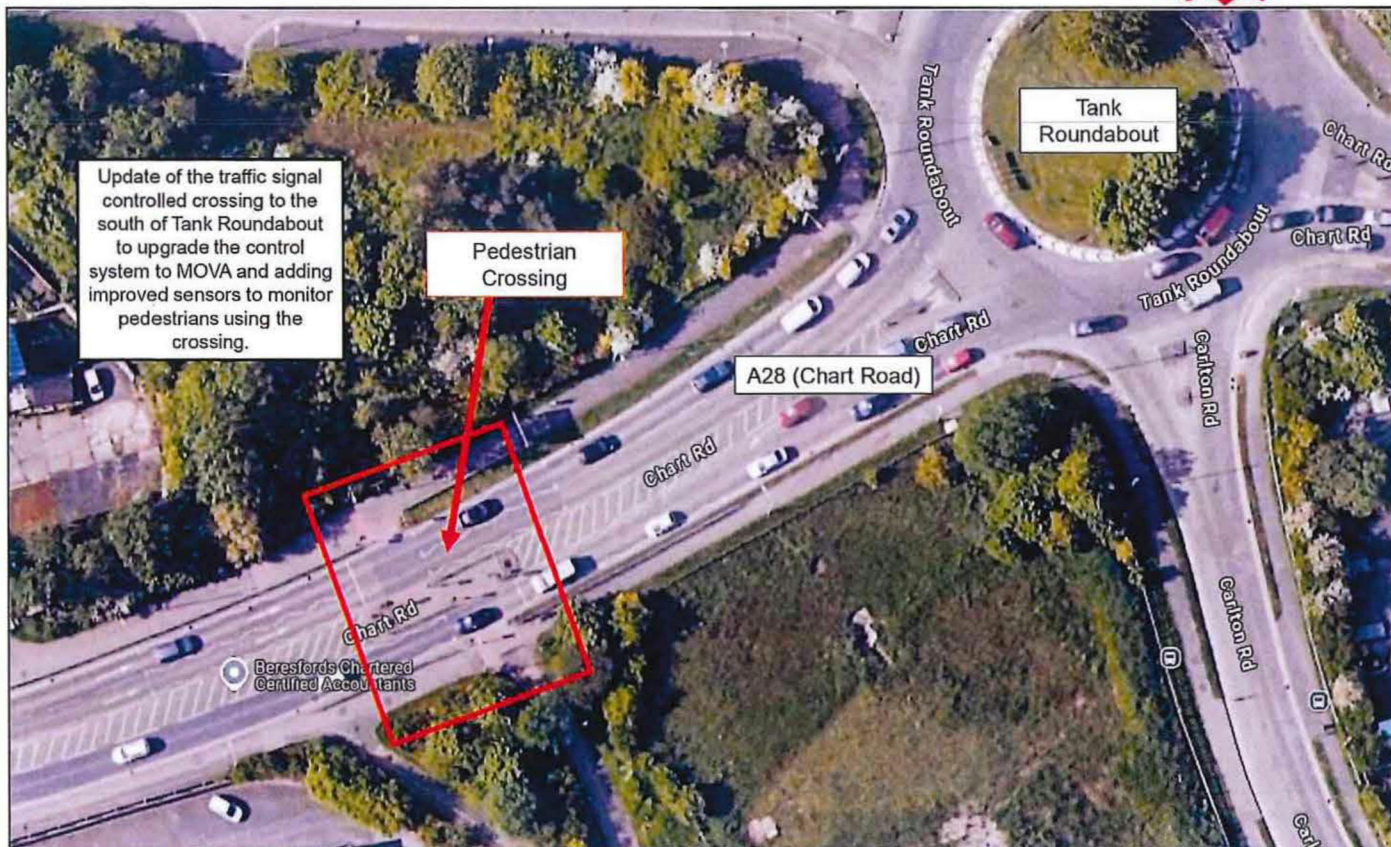
Signed by:
4423EFB20C0340E

Signed by:
660CF22A55B34F9

DocuSigned by:
B17D3363807A48F

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

SOLICITOR



Update of the traffic signal controlled crossing to the south of Tank Roundabout to upgrade the control system to MOVA and adding improved sensors to monitor pedestrians using the crossing.

Pedestrian Crossing

A28 (Chart Road)

Beresfords Chartered
Certified Accountants

Land at North of Possingham Farmhouse

Hodson Developments

Pedestrian Crossing – South
of Tank Roundabout

SLR

DRAWN: DC CHECKED: EG DATE: 29/10/2024 SCALE: NTS

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-

Authorised Signatory



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

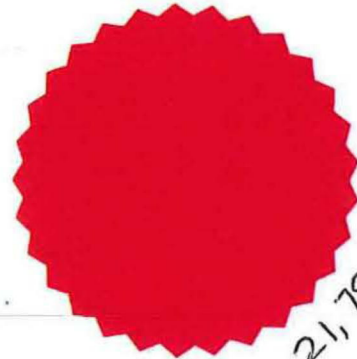
Executed as a Deed by affixing

The Common Seal of

ASHFORD BOROUGH COUNCIL

In presence of

Solicitor



Executed as a Deed by affixing

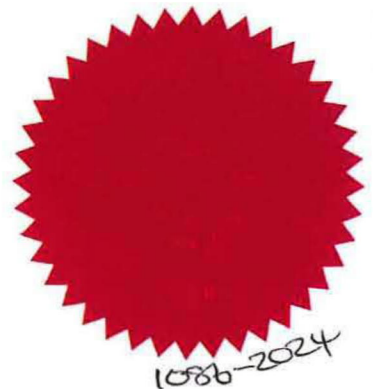
The Common Seal of

THE **KENT COUNTY COUNCIL**

In presence of

Solicitor

Authorised Signatory



Executed as a Deed by

HODSON DEVELOPMENTS

(CG FOUR) LIMITED by

Two Directors / A Director
and Company Secretary (delete as required)

Director

DocuSigned by:
B17D33638D7A49F

Director/Secretary

Signed by:
4423EFB20C0340E

SIGNED and DELIVERED as a DEED

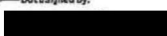
By:  _____
DocuSigned by: A4EF7D29173D457...

A duly authorised attorney for and on behalf of
ZORIN AVENUE LEND CO 1

DESIGNATED ACTIVITY COMPANY

In the presence of:

Signature of Witness:

 _____
DocuSigned by: 5D4005F1ZZ44C3...

Name of Witness:

Francesca Dwane

Address of Witness:

Palmerston House, Denzille Lane,

Dublin 2

Occupation of Witness:

Transaction Corporate Administrator

SIGNED and DELIVERED as a DEED

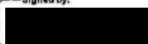
By:  _____
DocuSigned by: 669CF7A50834F9...

A duly authorised attorney for and on behalf of
TOGETHER COMMERCIAL

FINANCE LIMITED

In the presence of:

Signature of Witness:

 _____
DocuSigned by: 7A00000000000000...

Name of Witness:

Joana Moroney

Address of Witness:

Lake View, Lakeside

Cheadle, SK8 3GW

Occupation of Witness:

Post Completion Executive