

Dated:

11th October

2023

**Unilateral undertaking pursuant to section 106 of the
Town and Country Planning Act 1990**

from

HARRIS

- (1) COLIN STUART HARRIS & MARTIN JOHN
- (2) MALCOLM JARVIS HOMES LIMITED
- (3) JARVIS LAND UK LIMITED

to

- (4) ASHFORD BOROUGH COUNCIL
- (5) THE KENT COUNTY COUNCIL

relating to land east of Ashford Road Kingsnorth Kent

Planning Application Number: PA/2022/2851 (Outline) APP/3322574

THIS DEED IS DATED THE 11th DAY OF October 2023

FROM:

- (1) **COLIN STUART HARRIS** of Court View Lees Road Brabourne Lees Ashford Kent TN25 6RN and **MARTIN JOHN HARRIS** of 1 Sunnyside Cottages Lees Road Brabourne Lees Ashford Kent TN25 6QF ("**the Owner**"); and
- (2) **MALCOLM JARVIS HOMES LIMITED** (Co Regn. No. 04470416) whose registered office is at Great Chilmington Farmhouse Great Chart Ashford Kent TN23 3DP ("**the Appellant**")
- (3) **JARVIS LAND UK LIMITED** (Co. Regn. No. 05458665) whose registered office is at Great Chilmington Farmhouse Chilmington Green Great Chart Ashford Kent TN23 3DP ("**JLUK**")

with unilateral undertakings to

- (4) **ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery Lane, Ashford, TN23 1PL ("**the Council**");
- (5) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone ME14 1XQ ("**the County Council**")

INTRODUCTION

- (A) The Owner is registered at the HM Land Registry under title number K879261 as proprietor of the freehold title to Land A subject to an option dated 11 February 2005 for the benefit of JLUK.
- (B) The Owner is entitled to be registered at the HM Land Registry under title number K872186 as proprietor of the freehold title to Land B following the death of Joyce Florence Harris on 29 October 2022, pursuant to an assent of the whole of the registered title by personal representatives dated 24 August 2023
- (C) The Council is a local planning authority for the purposes of section 106 of the Act for the area within which the Site is situated.
- (D) The County Council is a local planning authority the local highway authority responsible for Land D, the education authority the library authority, the waste disposal authority and the authority responsible for the provision of youth services and social services for the area in which the Site is situated.

- (E) The Appellant submitted the Planning Application for the Development to the Council and the Appellant has lodged an appeal under reference APP/E2205/W/23/3322574 against the non-determination of the Planning Application which is set to be heard by the Planning Inspectorate under the hearing procedure (“the Appeal”)
- (F) Subject to the provisions in clauses 2.5 and 2.6 below, the parties giving this undertaking are satisfied that in the event that the Appeal is upheld that the planning obligations secured by this deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development in compliance with regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)
- (G) The parties giving this undertaking have accordingly agreed to enter into this deed to secure the planning obligations contained in this deed with the intention that the obligations should be binding not only upon the parties but also upon their successors in title and any person claiming or deriving title through under or in trust for them as otherwise specified in this deed in the event that the Appeal is upheld
- (H) The Highway Works are of benefit to the public

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

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

the Act	the Town and Country Planning Act 1990 (as amended);
Commencement of Development	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any condition of the Planning Permission) but excluding any works of demolition site clearance (including removal of existing landscaping), archaeological investigations, ground investigations for the purpose of assessing ground conditions, remedial action in respect of any contamination or other adverse ground conditions, site survey works, temporary access construction works, the temporary display of site notices or advertisements or the erection of

	any temporary means of enclosure, hoardings or fences (and the phrase " Commence the Development " shall be construed accordingly);
Commencement (Statutory)	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any condition of the Planning Permission) (and the phrase " Commencement (Statutory) the Development " shall be construed accordingly)
Development	the outline proposal for up to 15 dwellings, a replacement medical centre and pharmacy, together with all necessary infrastructure with all matters reserved except for the main access point off Ashford Road into the site carried out pursuant to the Outline Permission in accordance with the Planning Application or any variation under section 73 of the Act or any non-material modification under section 96A of the Act and all Reserved Matter approvals
Dwelling	each and every dwelling approved by a Reserved Matters approval to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition);
Inspector	the inspector appointed by the Secretary of State to determine the Appeal
Interest	interest at a rate equal to four percentage (4%) points above the Bank of England base rate from time to time;
Land A	the part of the land on the east side of Ashford Road Kingsnorth Ashford the freehold to which is registered at the HM Land Registry under title K879261
Land B	the land on the east side of Ashford Road Kingsnorth Ashford the freehold to which is registered at the HM Land Registry under title K872186
Land C	the part of the Site excluding Land A, Land B and Land D not registered at the HM Land Registry
Land D	the part of the Site excluding Land A, Land B and Land C

	comprising public highway
Occupy	to first occupy or permit the first occupation of a Dwelling or building forming part of the Development for any purpose but not including occupation by personnel engaged in construction fitting out finishing or decoration of that Dwelling or building nor occupation for marketing purposes nor occupation in relation to site and building security operations and " Occupation " " Occupier " and " Occupied " shall be construed accordingly
Parish Council	Kingsnorth Parish Council Kingsnorth Recreation Centre Field View Ashford TN23 3NZ
Planning Application	the application for planning permission for the Development submitted to the Council by the Appellant and given reference number PA/2022/2851
Planning Permission	the outline planning permission subject to conditions to be granted by the Secretary of State (or the Inspector) pursuant to the Appeal ("Outline Permission") (in the event that the Appellant's Appeal is upheld) or any variations of those conditions under section 73 of the Act
Relevant Dispute	a dispute (other than a dispute as to the legal interpretation of this deed or as to the amount or due date of any contribution required to be paid) as to any approval permission authorisation or consent required pursuant to this deed
Reserved Matters	the matters reserved for the approval of the Council under the Planning Permission and " Reserved Matter " shall be construed accordingly;
Section 106 Monitoring Officer	the Council's Section 106 compliance officer for the time being or duly appointed agent
Secretary of State	the Secretary of State for Levelling Up, Housing and Communities or any other minister of authority for the time being entitled to exercise the powers given for the Appeal
Site	Land A Land B Land C and Land D together known as the land east of Ashford Road Kingsnorth Kent and shown

	edged red on the Site Plan
Site Plan	the 'site location plan drawing number 01 (November 2020)' appended to this deed
Working Day	any day which is not a Saturday, Sunday, the period 24 December to 1 January, Good Friday or a statutory bank holiday in England

1.2 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.

1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed.

1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.

1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

1.6 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

1.7 Save as is otherwise provided, references to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

1.8 Words undertakings and covenants requiring a person not to do any act matter or thing ('negative requirement') or otherwise imposing a restriction or prohibition on the development, use or occupation of land include an obligation not to assist, facilitate, encourage, cause, permit or suffer any infringement of the negative requirement, restriction or prohibition.

1.9 Any reference to a statute shall include any modification, extension or re-enactment of that statute for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

2. Legal Basis and Enforceability

2.1 This deed will be registered as a local land charge and is entered into pursuant to section 106 of the Act and all other statutory and other enabling powers.

2.2 The terms of this deed create planning obligations binding on the Owner for the purpose of section 106 of the Act and are enforceable by the Council in full and in part by the County Council (as appropriate) as local planning authorities.

2.3 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission and Reserved Matters approval/s or its mortgagee except as otherwise may be provided in the schedules to this deed.

2.4 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person in respect of any part of the Site or any interest in it acquired for the sole purpose of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

2.5 The undertakings, covenants and obligations on the part of the Owner in this deed shall apply and be enforceable by the Council or the County Council in accordance with the decision letter issued by the Inspector or the Secretary of State (including any approved revisions to any part of this deed set out in the decision letter issued by the Inspector or the Secretary of State).

2.6 Any particular undertakings, covenants or obligations determined by the Inspector or the Secretary of State to be unnecessary or to otherwise fail to meet all of the statutory tests set out in regulation 122 of the Community Infrastructure Regulations 2010 (as amended) (without any approved revision in the decision letter issued by the Inspector or the Secretary of State) shall not be enforceable by the Council or the County Council and shall not affect the lawfulness of the balance of the covenants and obligations in the deed which shall continue to be enforceable.

2.7 For the avoidance of any doubt, Land D is not bound by or subject to any obligation in this deed.

3. Third Parties

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

4. Owner's covenants

4.1 The Owner undertakes to the Council and the County Council as set out in the schedules to this deed.

5. Confirmation of interests

5.1 The Owner confirms and warrants to the Council and the County Council that apart from the parties to this deed there are no other persons with any interest (legal or equitable) in Land A, Land B or Land C or any part thereof including any leasehold interest.

6. Conditions precedent

This deed is conditional upon:

6.1.1 the grant of the Outline Permission, and

6.1.2 the Commencement (Statutory) the Development

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

7. Duration

7.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Outline Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before Commencement (Statutory) the Development pursuant to the Planning Permission (irrespective of non-compliance with any conditions of the Planning Permission).

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

8. Other planning permissions

8.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

8.2 If there is a conflict between the terms of this deed and any conditions attached to the Planning Permission which cannot be resolved by interpretation then the latter shall take precedence

9. Change of Ownership

The Owner undertakes to the Council and to the County Council to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

10. Notices

10.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

10.2 A notice or communication shall be served or given:

10.2.1 on the Owner at an address shown on the top of this deed or such other address as shall be notified in writing to the Council and the County Council from time to time, and

10.2.2 on the Appellant/JLUK at its registered office from time to time or such other address as shall be notified in writing to the Council and the County Council from time to time, marked for the attention of the Company Secretary

10.2.3 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Section 106 Monitoring Officer

10.2.4 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time, marked for the attention of the Office of the General Counsel quoting reference KEN002:001318 with copy to developer.contributions@kent.gov.uk.

11. Approvals

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

12. Jurisdiction and legal effect

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

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

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

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

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

12.6 The Planning Inspector may as part of or following the Appeal in accordance with their decision letter strike out or, in accordance with the terms of this agreement, amend any provision of this agreement such alterations shall not affect the validity of this agreement as a whole.

13. Interest and VAT

13.1 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment and the sum of the Interest shall be paid on the actual date of payment.

13.2 Any payment under this deed shall be given in accordance with the terms of this deed and shall be exclusive of any value added tax properly payable.

14. Legal Fees

On completion of this deed the Appellant to pay to the Council and the County Council its reasonable legal costs related to this deed, limited to £5,000 and £3,000 (with an officers fee of £120 in addition) respectively.

15. Confirmation

JLUK acknowledges and confirms that this deed has been entered into by the Owner with its consent, and that Land A shall be bound by the obligations contained in this deed.

16. Position of future mortgagee

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

17. Forward Funding and Repayment

If the Council or the County Council forward funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward-funding provided by that third party (whether in cash and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provisions of this deed then on such receipt the Council or the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the Council or the County Council for the purpose of which the forward-funding was expended

18. Disputes

18.1 Any Relevant Dispute which arises between parties to this deed and is formally identified in a notice ("the Dispute Notice") given by one such party to another or other such parties (collectively referred to as the "Disputing Parties") and is not resolved within twenty (20) Working Days of the Dispute Notice may be referred by any one or more of the Disputing Parties to an independent expert in accordance with this clause ("the Expert").

18.2 The Expert shall have at least ten (10) years' post-qualification experience in the subject-matter of the Relevant Dispute and shall be agreed upon in writing between the Disputing Parties or, if not agreed within twenty (20) Working Days of the Dispute Notice, shall be nominated at the request and option of any of the

Disputing Parties by or on behalf of the President for the time being of the Royal Town Planning Institute.

18.3. The Expert shall act as an expert and not as an arbitrator.

18.4. Unless otherwise agreed, the Expert shall be appointed subject to an express requirement to reach his decision and communicate it to the Disputing Parties within the minimum practicable timescale allowing for the nature and complexity of the Relevant Dispute and in any event in not more than sixty (60) Working Days from the date of his appointment.

18.5. Unless otherwise agreed, the Expert shall give notice to each of the Disputing Parties inviting them to submit to him and each other within twenty (20) Working Days of his appointment written submissions and supporting material. He shall afford an opportunity for the Disputing Parties to make counter-submissions in respect of any such submissions and material within a further twenty (20) Working Days. His written decision with reasons shall be given to the Disputing Parties within twenty (20) Working Days thereafter.

18.6 Other than in respect of his costs, the decision of the Expert shall not be binding on the Disputing Parties but shall be given due and proper consideration by each of them and if any of the Disputing Parties does not accept it (either in whole or in part) then such Disputing Party shall provide to the other Disputing Parties full written reasons for such non-acceptance within twenty (20) Working Days of the Expert's decision.

18.7 The Expert's costs (including those of his nomination) shall be at his discretion and payable according to his direction. For the avoidance of doubt this shall apply whether or not the Expert's decision on the subject-matter of the Relevant Dispute is accepted by the paying party.

18.8. If the Expert shall die or become unable or unwilling to act or to continue to act then a substitute shall be agreed or nominated as set out above.

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

Schedule 1 Notices and Monitoring

1. Definitions

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

Commencement Notice	a notice of the Owner's intention to Commence Development on a specified date no earlier than four (4) weeks and no later than six (6) weeks after the date of service of the notice
Index	the All In Tender Price Index as published by the Build Cost Information Service on behalf of the Royal Institute of Chartered Surveyors or any other successor organisation
Monitoring Fee	the sum of one thousand pounds (£1,000) to be applied towards monitoring and reporting upon compliance with the provisions of this deed
Quality Monitoring Fee	the sum calculated by multiplying the number of Dwellings by £90 (ninety pounds) to ensure that the approach to design quality is delivered on site in accordance with the details approved as part of the Planning Permission, including any subsequent details approved pursuant to any conditions related to the Planning Permission

2. Owner's covenants

The Owner undertakes to the Council and to the County Council as follows:

Progress of the Development

2.1. To secure all Reserved Matter approvals prior to the Commencement (Statutory) of Development

- 2.2. Not to Commence (Statutory) the Development prior to securing all Reserved Matter approvals for the Development
- 2.3. To serve the Commencement Notice on the Council and the County Council prior to the Commencement (Statutory) of Development
- 2.4. Not unless otherwise agreed in writing by the Council to Commence Development before the Commencement Notice is served on the Council and the County Council and the date specified in the Commencement Notice has arrived
- 2.5. To give the Council and the County Council notice in writing of:
 - 2.5.1. the date of Occupation of twenty five percent (25%) of the Dwellings
 - 2.5.2. the date of Occupation of fifty percent (50%) of the Dwellings
 - 2.5.3. of the date of Occupation of seventy five percent (75%) of the Dwellings
 - 2.5.4. of the date of Occupation of one hundred percent (100%) of the Development
- 2.6. To give the notices specified in 2.5.1 to 2.5.4 no later than ten (10) Working Days of a date of Occupation specified in 2.5.1 to 2.5.4.

Monitoring Fee and Quality Monitoring Fee

- 2.5 To pay the Monitoring Fee and the Quality Monitoring Fee in full to the Council prior to the Commencement (Statutory) of Development
- 2.6 Not to Commence (Statutory) the Development until it has paid the Council the Monitoring Fee and the Quality Monitoring Fee in full
- 2.7 Upon each anniversary of the date of the Commencement (Statutory) of the Development to pay a further Monitoring Fee until the anniversary date following the Practical Completion of the Development
- 2.8 To pay the Monitoring Fee due and payable in paragraphs 2.5 and 2.7 increased using the following formula:

$$\begin{array}{l}
 \text{most recently published index} \\
 \text{figure for Index when the} \\
 \text{payment is due}
 \end{array}
 \div
 \begin{array}{l}
 \text{index figure last} \\
 \text{published for that} \\
 \text{Index before 5 July}
 \end{array}
) \times
 \begin{array}{l}
 \text{Monitoring} \\
 \text{Fee (or} \\
 \text{portion if}
 \end{array}$$

2023

appropriate)

2.9 To pay the Quality Monitoring Fee due and payable in paragraph 2.5 increased using the following formula:

$$\begin{array}{l} \text{most recently published index} \\ \text{figure for Index when the} \\ \text{payment is due} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2023} \\ (454.8) \end{array}) \times \begin{array}{l} \text{Quality} \\ \text{Monitoring} \\ \text{Fee} \end{array}$$

Schedule 2 Adult Social Care Contribution

1. Definitions

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

Adult Social Care Contribution	the sum calculated by multiplying the number of Dwellings by £146.88 (one hundred and forty six pounds and eighty eight pence) towards specialist housing provision in the Council's administrative area, adaptation of community facilities, technology and equipment to promote independence in the home, multi-sensory facilities and changing place facilities in the vicinity of the Development
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

- 2.1. To pay the Adult Social Care Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Adult Social Care Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Adult Social Care Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Adult Social Care Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 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 and the County Council considers a comparable index.

3. This undertaking is given on the conditions that:

3.1 in the event that the Adult Social Care Contribution (or portion as appropriate) has been paid in full to the Council, the Council will pass or commit to pass the Adult Social Care Contribution to the County Council in full

3.2 in the event that the Adult Social Care Contribution paid under paragraph 2.1 of this schedule 2 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Adult Social Care Contribution not committed to be passed to the County Council upon the written request of the payer following the expiry of that ten (10) year period to the person/s who paid the Adult Social Care Contribution (or portion as appropriate)

Schedule 3 Affordable and Accessible and Adaptable Housing

1. Definitions

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

<p>Accessible and Adaptable Standard</p>	<p>as a category 2 – accessible and adaptable dwelling 'M4(2)' as described in Approved Document M of the Building Regulations 2010 – 'Access to and use of buildings' to meet the needs of occupants with differing needs including some older or disabled people or to allow for the future adaptation of an Accessible and Adaptable Dwelling to meet the changing needs of occupants over time</p>
<p>Accessible and Adaptable Dwellings</p>	<p>the Dwellings identified as accessible and adaptable on the Accessible and Adaptable and Affordable Housing Plan</p>
<p>Affordable Housing Land</p>	<p>those parts of the Site identified and shown edged red on the Affordable Housing and Accessible and Adaptable Plan which shall set be set aside for the Affordable Rent Units and the Shared Ownership Units together with such rights and easements over Land A and Land B to provide access to the Affordable Rent Units and the Shared Ownership Units and such entrance ways corridors parking and storage areas and other ancillary areas as are necessary for their enjoyment and to be agreed under paragraph 2.2 of this schedule</p>
<p>Affordable Housing and Accessible and Adaptable Plan</p>	<p>the plan to be agreed under paragraph 2.2 of this schedule</p>

Affordable Housing Scheme	the scheme detailing the plot numbers the tenure the type the number of bedrooms the size of the bedrooms and the floorspace of the Affordable Rent Units and Shared Ownership Units to be agreed under paragraph 2.2 of this schedule
Affordable Rent Units	the Dwellings identified as affordable rent units in the Affordable Housing Scheme and on the Affordable Housing and Accessible and Adaptable Plan
Designated Protected Area	the Parish Council area protected by regulation 7 and schedule 11, Part 5 – Kent of the Housing (Right to Enfranchise)(Designated Protected Area) (England) Order 2009
Long Lease	a lease for a term of a minimum of 125 years and one (1) day at a peppercorn ground rent and a service charge which relates only to the building within which the Affordable Rent Units and/or Shared Ownership Units are located and any curtilage and common parts (other than those which exclusively serve any other part of the Site) and which is unencumbered.
Open Market Dwellings	all those Dwellings excluding the Affordable Rent Units and the Shared Ownership Units.
Practical Completion	the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect
Registered Provider of Social Housing	a provider of social housing registered with the regulator of social housing and who has signed a nominations agreement with the Council

Regulator of Social Housing	the body known as the Regulator of Social Housing whose registered office is Level 1A – City Tower Piccadilly Plaza Manchester M1 4BT or any successor body
Shared Ownership Lease	a lease in the form or substantially in the form of the Homes and Community Agency's (or successor to its statutory function) Model lease from time to time or such other form as shall be approved in writing by the Council
Shared Ownership Units	the Dwellings identified as shared ownership units in the Affordable Housing Scheme and on the Affordable Housing and Accessible and Adaptable Plan

2. Owner's Covenants

The Owner undertakes to the Council as follows:

Provision of Accessible and Adaptable Dwellings and Affordable Housing

- 2.1. Prior to the Commencement (Statutory) of Development to submit the Affordable Housing Scheme and the Affordable Housing and Accessible and Adaptable Plan to the Council for its approval in writing and obtain Reserved Matters approval for the Development approved by the Planning Permission
- 2.2. Not to Commence (Statutory) the Development unless and until the Owner has obtained Reserved Matters approval for the Development approved by the Planning Permission and the Council's approval in writing for the Affordable Housing Scheme and the Affordable Housing and Accessible and Adaptable Plan
- 2.3. To provide thirty percent (30%) of the Dwellings (rounded up) as affordable housing (with sixty percent (60%) Affordable Rent Units, and forty percent (40%) Shared Ownership Units) and to provide twenty percent (20%) of all Dwellings to the Accessible and Adaptable Standard in accordance with the approved Affordable Housing Scheme and the approved Affordable Housing and Accessible and Adaptable Plan
- 2.4. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Open Market Dwellings until:

2.4.1. All of the Accessible and Adaptable Dwellings, Affordable Rent Units, and Shared Ownership Units have achieved Practical Completion and have been made ready for residential Occupation

2.4.2. The freehold of the Affordable Housing Land has been transferred to the Registered Provider of Social Housing (in the case of flats a Long Lease may be granted instead if the Registered Provider of Social Housing agrees)

3. Affordable Rent Units

The Owner undertakes to the Council as follows:

3.1. Not to Occupy or permit the Occupation of any Affordable Rent Units other than

3.1.1. by a tenant of a Registered Provider of Social Housing and

3.1.2. at a rent (including service charges, if applicable) which in total is no more than eighty percent (80%) of the local market rent

3.2. Not to let or permit the letting of any Affordable Rent Units other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing.

4. Shared Ownership Unit

The Owner undertakes to the Council as follows:

4.1. Not to Occupy or permit the Occupation of any Shared Ownership Unit other than:-

4.1.1. by a leaseholder of a Registered Provider of Social Housing; and

4.1.2. under a Shared Ownership Lease which includes the following terms:

4.1.2.1. initial purchase in the range of ten percent (10%) to seventy five percent (75%) equity dependent upon the ability of a purchaser/s to obtain finance;

4.1.2.2. rent for the outstanding equity at an average over all the Shared Ownership Units taken together of (two point seven five percent (2.75%) (but with a maximum for any individual Shared Ownership Unit of three percent (3%)) of the value of

the outstanding equity and thereafter increasing in accordance with the Homes and Communities Agency's guidance for rental increases on shared ownership homes;

4.1.2.3. the ability but no obligation to purchase additional shares of equity at any one time at a valuation to be independently determined up to one hundred percent (100%)

- 4.2. Where a Shared Ownership Unit is full or part grant funded affordable housing to procure that the prior written approval by the Homes and Communities Agency and or Homes England (as appropriate) is secured by the Registered Provider of Social Housing to waive any Designated Protected Area grant condition/s applicable to the Affordable Housing Land within the Development
- 4.3. Not to lease any Shared Ownership Unit unless it has first been marketed through the local "Help to Buy" agent (or the agent for any successor arrangement).

5. Exclusions

The obligations in this schedule are subject to the following:

- 5.1. In the event that the Registered Provider of Social Housing is unable to lease a Shared Ownership Unit, after having marketed the Shared Ownership Unit in accordance with the Council's nominations agreement the Registered Provider of Social Housing shall be able to let that Shared Ownership Unit as an Affordable Rent Unit instead.
- 5.2. The Council shall not enforce the obligations in this schedule against:
- (a) Any mortgagee or chargee of the Registered Provider of Social Housing or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the Affordable Housing Land (or part thereof) ("**Chargee**");
 - (b) Any person (other than a Registered Provider of Social Housing) deriving title from a Chargee;

PROVIDED THAT any such Chargee:

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

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

Nothing in this paragraph 5.2 requires the Chargee to act contrary to its legal duties or to sell that land for less than the amount due and outstanding in relation to the Affordable Housing Land (or part thereof) under the terms of the relevant security documentation up to the date the Chargee disposes of that land (including all accrued principal monies, interest, costs and expenses).

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

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

OR:

- (b) (i) give written notice to the Council that the power of sale of the lease of a Shared Ownership Unit has become exercisable; and
- (ii) use reasonable endeavours to complete the disposal of the lease of that Shared Ownership Unit to a person who qualifies for occupation of a Shared Ownership Unit under the Council's current arrangement for the occupation of such a unit ("**Qualifying Occupant**") within a period of twelve (12) weeks from the date the Council received the written notice under paragraph (5.3 (b) (i); and
- (iii) If the Leasehold Chargee has not completed the transfer of the lease of the Shared Ownership Unit to a Qualifying Occupant within twelve (12) weeks from the date the Council received the written notice in paragraph 5.3 (b) (i) the Leasehold Chargee (and any person deriving title from them, except a Qualifying Occupant who has exchanged contracts with the Leasehold Chargee within the twelve (12) week period referred to) shall be entitled to dispose of the lease of that Shared Ownership Unit free from the obligations in this schedule which shall cease to bind the proprietor of the lease to that Shared Ownership Unit.

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

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

Schedule 4 Allotments Contribution

1. Definitions

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

Allotments	allotment provision within the Parish Council or South Ashford Garden Community area
Allotments Contribution	the sum calculated by multiplying the number of Dwellings by: (1) £258 (two hundred and fifty eight pounds) capital costs and (2) £66 (sixty six pounds) towards the maintenance thereof to be applied towards the improvement and maintenance of the Allotments
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council as follows:

- 2.1. To pay the Allotments Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of Dwellings until the Allotments Contribution has been paid in full to the Council
- 2.3. To Pay the Allotments Contribution payable in accordance with paragraph 2.1 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 \div Index figure for quarter 3 of 2012 (namely 309.8)) \times Allotments Contribution)

Schedule 5 Art and Creative Industries 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:

Art and Creative Industries Contribution	the sum calculated by multiplying the number of Dwellings by £338.00 (three hundred and thirty eight pounds) to be applied towards the delivery of Projects within the Parish Council area
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
Projects	the Kingsnorth Pillboxes Projects – the development of walking trails and the provision and maintenance of interpretation boards

2. Owner's Covenants

The Owner undertakes to the Council as follows:

- 2.1. To pay the Art and Creative Industries Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Art and Creative Industries Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

(The figure for the Index last published before the date on which the payment specified in this deed is made ÷ Index figure for quarter 1 of 2019 (355.6)) × Art and Creative Industries Contribution

Schedule 6 Children's and Young People's Play Space 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:

Children's and Young People's Play Space Contribution	<p>the sum calculated by multiplying the number of Dwellings by:</p> <p>(1) £649 (six hundred and forty nine pounds) capital costs and</p> <p>(2) £663 (six hundred and sixty three pounds) towards the maintenance thereof</p> <p>to be applied towards the provisions of a site within the Parish Council area in response to the Play Strategy and audit results, where a public open space requires improvement and/or where a gap in provision is identified</p>
Index	<p>the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation or</p>

2. Owner's Covenants

The Owner undertakes to the Council as follows:

- 2.1. To pay the Children's and Young People's Play Space Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council

2.3. To pay the Children's and Young People's Play Space Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \right) \times \begin{array}{l} \text{Children's and} \\ \text{Young} \\ \text{People's Play} \\ \text{Space} \\ \text{Contribution} \end{array}$$

Schedule 7 Community Learning Contribution

1. Definitions

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

Community Learning Contribution	means the sum calculated by multiplying the number of Dwellings by £16.42 (sixteen pounds and forty two pence) to be applied towards the provision of additional equipment and resources for adult education centres locally and outreach provision in serving the Development
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

- 2.1. To pay the Community Learning Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Community Learning Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Community Learning Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. Not to Occupy more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council

2.4. To pay the Community Learning Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

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 cessation, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council and the County Council considers to be comparable replacement index.

3. This undertaking is given on the conditions that:

3.1 in the event that the Community Learning Contribution (or portion as appropriate) has been paid in full to the Council, the Council shall pass or commit to pass the Community Learning Contribution to the County Council in full

3.2 in the event that the Community Learning Contribution paid under paragraph 2.1 of this schedule 7 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council shall repay the balance of the Community Learning Contribution not committed to be passed to the County Council upon the written request of the payer following the expiry of that ten (10) year period to the person/s who paid the Community Learning Contribution (or portion as appropriate)

Schedule 8 Informal Natural Green Space Contribution (Off-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 Contribution	<p>the sum calculated by multiplying the number of Dwellings by:</p> <p>(1) £434 (four hundred and thirty four pounds) capital costs and</p> <p>(2) £325 (three hundred and twenty five pounds) towards the maintenance thereof</p> <p>to be applied towards the provision of a site within the Parish Council area in response to the Open Space Strategy and audit results, where a public open space is requiring improvement and/or where a gap in provision is identified</p>
Index	<p>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</p>

2. Owner's Covenants

The Owner undertakes to the Council as follows:

- 2.1. The Owner will pay to the Council the Informal Natural Green Space Contribution prior to the Occupation of 75% of the Dwellings
- 2.2. The Owner will not Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1 has been made

2.3. The Informal Natural Green Space 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:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \right) \times \begin{array}{l} \text{Informal} \\ \text{Natural Green} \\ \text{Space} \\ \text{Contribution} \end{array}$$

Schedule 9 Library Contribution

1. Definitions

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

Ashford Urban Area	the Ashford urban area as defined in the Ashford Local Plan 2030 (adopted February 2019) at Appendix 9, Strategic Diagram 1 – Ashford Urban Area
Library Contribution	<p>the sum calculated by multiplying the number of Dwellings by £55.45 (fifty five pounds and forty five pence) to be applied towards the provision of additional library equipment, stock, services including digital infrastructure, shelving and resources for new borrowers at the Stanhope Library The Stanhope Centre 67 Otterden Close Ashford TN23 5TH</p> <p>and/or</p> <p>Ashford Library Gateway Plus 1AS Church Road Ashford TN23 1AS</p> <p>and/or</p> <p>Bockhanger Library at Belmont Road, Kennington, Ashford TN24 9LS</p> <p>or such other libraries in the Ashford Urban Area serving the Development in replacement of the libraries listed above</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

2. Owner's covenants

The Owner undertakes to the Council and to the County Council as follows:

- 2.1. To pay the Library Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Library Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Library Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Library Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Library} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

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

3. This undertaking is given on the conditions that:

- 3.1. in the event that the Library Contribution (or portion as appropriate) has been paid in full to the Council, the Council will pass or commit to pass the Library Contribution to the County Council in full

3.2 in the event that any of the Library Contribution paid under paragraph 3.1 of this schedule 9 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Library Contribution not committed to be passed to the County Council following the expiry of that ten (10) year period to the person/s who paid the Library Contribution

Schedule 10 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 Contribution	the sum calculated by multiplying the number of Dwellings by £449.00 (four hundred and forty nine pounds) capital costs to be applied in the event of receipt towards quantitative and qualitative improvements at Hubs identified in the Local Plan 2030
Outdoor Sports Contribution	<p>the sum calculated by multiplying the number of Dwellings by:</p> <ul style="list-style-type: none"> (1) £500.00 (five hundred pounds) capital costs and (2) £358.00 (three hundred and fifty eight pounds) maintenance costs to be applied in the event of receipt towards outdoor sports pitch provision at Ashford to be targeted towards quantitative and qualitative improvements at the Hubs identified in the Local Plan 2030
Sports Contribution	the total of the Outdoor Sports Contribution and the Indoor Sports Contribution
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
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2. Owner’s Covenants

The Owner undertakes to the Council as follows:

- 2.1. The Owner to pay the Sports Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Sports Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

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

Schedule 11 Primary School Contribution

1. Definitions

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

Ashford East Planning Group	comprising East Stour Primary School, Finberry Primary School, Furley Park Primary Academy, Kingsnorth CE Primary School, Mersham Primary School, Willesborough Infant School and Willesborough Junior School and any other primary school falling within such group as set out in the County Council's annual Commissioning Plan for Education Provision in Kent (or successor document)
Ashford North Planning Group	comprising Downs View Infant School, Goat Lees Primary School, Godinton Primary School, Kennington CE Academy, Lady Joanna Thornhill Endowed Primary School, Phoenix Community Primary School, Repton Manor Primary School, St. Mary's CE Primary School (Ashford), St. Teresa's RC Primary School, Victoria Road Primary School and any other primary school falling within such group as set out in the County Council's annual Commissioning Plan for Education Provision in Kent (or successor document)
Primary School	the new 2FE primary school at Land at Court Lodge Pound Lane Kingsnorth (18/01822/AS) "Court Lodge South Ashford Proposal" and/or provision of additional primary school places in the

	Ashford East Planning Group or Ashford North Planning Group
Primary School Contribution	<p>the sum calculated by:</p> <p>multiplying the number of Dwellings by one thousand seven hundred pounds (£1700) per flat and six thousand eight hundred pounds (£6800) per house (but in both cases excluding any 1-bed Dwelling with less than 56m² gross internal area) towards the new build costs for the Primary School</p> <p>or, if the Inspector explicitly states in their decision letter for this Appeal, the sum calculated by:</p> <p>one thousand one hundred and thirty four pounds (£1134) per flat and four thousand five hundred and thirty five pounds (£4535) per house (but in both cases excluding any 1-bed Dwelling with less than 56m² gross internal area) towards the new build costs for the Primary School</p>
Primary Land Contribution	<p>the sum calculated by multiplying the number of Dwellings by five hundred and ninety pounds and ninety eight pence (£590.98) per flat and two thousand three hundred and sixty three pounds and ninety two pence (£2363.92) per house (but in both cases excluding any 1-bed Dwelling with less than 56m² gross internal area) towards the land acquisition cost for the Primary School.</p>
Index	<p>the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors</p>

	or any successor organisation
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2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

2.1. To pay the Primary School Contribution and the Primary Land Contribution in full to the Council in the following instalments:

2.1.1. Fifty percent (50%) of the Primary School Contribution and the Primary Land Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and

2.1.2. the balance of the Primary School Contribution and the Primary Land Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings

2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payments referred to in paragraph 2.1.1 have been paid in full to the Council

2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payments referred to in paragraph 2.1.2 have been paid in full to the Council

2.4. To pay the Primary School Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 increased 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:

<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 April 2020 (360.3) (or October 2016 (328.3) where the lower of the Primary School Contribution rates per house and per flat are to be applied)</p>	<p>) ×</p>	<p>Primary School Contribution (or portion as appropriate)</p>
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2.5. To pay the Primary Land Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 increased 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:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Primary Land} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.6 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.

3. This undertaking is given on the conditions that:

3.1 in the event that the Primary School Contribution and the Primary Land Contribution (or portion as appropriate) has been paid in full to the Council, the Council will pass or commit to pass the Primary School Contribution and the Primary Land Contribution to the County Council in full

3.2 in the event that any Primary School Contribution and the Primary Land Contribution paid under paragraph 2.1 of this schedule 11 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Primary School Contribution and the Primary Land Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Primary School Contribution and the Primary Land Contribution

Schedule 12 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 Contribution	<p>The sum calculated by:</p> <p style="padding-left: 20px;">multiplying the number of Dwellings by one thousand two hundred and ninety four pounds (£1,294) (per flat) and five thousand one hundred and seventy six pounds (£5,176) (per house) (but excluding in both cases any 1-bed Dwelling with less than 56m² gross internal area) towards provision of secondary school places within the Council's administrative boundary including the new secondary school at Chilmington Green Ashford Road Great Chart (12/00400/AS)</p> <p>or, if the Inspector explicitly states in their decision letter for this Appeal, the sum calculated by:</p> <p style="padding-left: 20px;">multiplying the number of Dwellings by one thousand one hundred and seventy two pounds (£1172) (per flat) and four thousand six hundred and eighty seven pounds (£4687) (per house) (but excluding in both cases any 1-bed Dwelling with less than 56m² gross internal area) towards provision of secondary school places within the Council's administrative boundary including the new secondary school at Chilmington Green Ashford Road Great Chart (12/00400/AS)</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
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2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

- 2.1. To pay the Secondary School Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Secondary School Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Secondary School Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Secondary School Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \\ \text{(or October 2016} \\ \text{(328.3) where the} \\ \text{lower of the} \\ \text{Secondary School} \\ \text{Contribution rates} \\ \text{per house and per} \\ \text{flat are to be} \\ \text{applied)} \end{array} \times \begin{array}{l} \text{Secondary} \\ \text{School} \\ \text{Contribution} \\ \text{(or portion of} \\ \text{as appropriate)} \end{array}$$

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

3. This undertaking is given on the conditions that:

3.1 in the event that the Secondary School Contribution (or portion as appropriate) has been paid in full to the Council, the Council will pass or commit to pass the Secondary School Contribution to the County Council in full

3.2 in the event that any Secondary School Contribution paid under paragraph 2.1 of this schedule 12 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Secondary School Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Secondary School Contribution

Schedule 13 Strategic Park Contribution

1. Definitions

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

Strategic Park Contribution	the sum calculated by multiplying the number of Dwellings by: (1) £146 (one hundred and forty six pounds) capital costs and (2) £47 (forty seven pounds) maintenance costs to be applied towards quantitative and qualitative improvements at the strategic parks within the 'Hubs' identified in the Local Plan 2030
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council as follows:

- 2.1. To pay the Strategic Park Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Strategic Park Contribution payable in accordance with paragraph 2.1 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 \div Index figure for quarter 3 of 2012 (namely 309.8)) \times Strategic Park Contribution

Schedule 14 Voluntary Sector 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:

Voluntary Sector	local community groups operating within the Parish Council area
Voluntary Sector Contribution	the sum calculated by multiplying the number of Dwellings by £87 (eighty seven pounds) towards the delivery of community services by the Voluntary Sector
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council as follows:

- 2.1. To pay the Voluntary Sector Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Voluntary Sector Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

(The figure for the Index last published before the date on which the payment specified in this deed is made ÷ Index figure for quarter 1 of 2019 (355.6)) × Voluntary Sector Contribution

Schedule 15 Youth Services Contribution

1. Definitions

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

Youth Services Contribution	the sum calculated by multiplying the number of Dwellings by £65.50 (sixty five pounds and fifty pence) to be applied towards the provision of additional resources for the Youth Service in the Council's administrative area to enable outreach services in the vicinity of the Development
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

- 2.1. To pay the Youth Services Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Youth Services Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Youth Services Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Youth Services Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Youth Services} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

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

3. This undertaking is given on the condition that:

3.1 in the event that the Youth Service Contribution (or portion as appropriate) has been paid in full to the Council, the Council will pass or commit to pass the Youth Service Contribution to the County Council in full

3.2 in the event that any Youth Service Contribution paid under paragraph 2.1 of this schedule 15 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Youth Service Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Youth Service Contribution

Schedule 16 SUDS

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

Appropriate Assessment	the appropriate assessment approved by the Inspector before granting the Outline Permission under the Conservation of Habitats and Species Regulations 2017 (as amended) for the Development
Certificate of Practical Completion	a certificate issued by the Owner's Expert that the SUDS has been completed and is ready for use
Owner's Expert	such appropriately qualified expert as shall be engaged by the Owner to confirm that they have inspected the SUDS prior to and during the construction of the Development and that they have checked and satisfied themselves that the provision of the SUDS has been carried out and completed
Natural England	the body of that name of Hornbeam House Crewe Business Park Electra Way Crewe Cheshire CW1 6GJ or any successor body
Natural England Guidance	'Advice for development proposals with the potential to affect water quality resulting in adverse nutrient impacts on habitats sites' 16 th March 2022 prepared by Natural England
Necessary Consents	any permit and/or any other necessary consent/s required to be obtained from including but not limited to the lead local flood authority the Environment Agency and/or Natural England (as appropriate) for the SUDS

Stodmarsh Designated Sites	<p>Stodmarsh Special Area of Conservation</p> <p>Stodmarsh Special Protection Area</p> <p>Stodmarsh Ramsar Site</p> <p>Stodmarsh Site of Special Scientific Interest</p> <p>Stodmarsh National Nature Reserve;</p>
SUDS	<p>an engineering and/or other operations or change of use to be approved by the Outline Permission to create a sustainable drainage system on the Site that will comply with the objectives and outcomes of the final Appropriate Assessment approved by the Inspector before granting the Outline Permission in order to secure nitrogen and phosphorous neutrality for the Development upon the integrity of the Stodmarsh Designated Sites which takes account of the Natural England Guidance</p>

2 Carrying out and completion of the SUDS

The Owner undertakes to the Council as follows:

- 2.1 Following the Occupation of the last Dwelling, to submit to the Council the Certificate of Practical Completion

- 2.2 Following the issuing of the Certificate of Practical Completion, to transfer the SUDS to a management company set up for and, following occupation of all of the Dwellings, transferred to the owners of the Dwellings and thereafter (whilst the Development remains in use) monitor, manage and maintain the SUDS in accordance with any conditions to the Necessary Consents

Schedule 17 Open Space Provision (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:

Amenity Area	all of those parts of the Development comprising the species rich meadow grassland, green buffer/landscape corridor, green located in an around the Dwellings, medical centre and pharmacy shown indicatively in "Outline Landscape and Ecology Design Strategy Plan, drawing no 9910L.LSP.004 (Rev B) (May 2023) but excluding the Green Space Area, to be approved as part of the Open Space Land Scheme
Appropriate Assessment	as defined in schedule 16 to this deed
Greenspace Area	the 2.59 hectares of 'greenspace' approved by the Appropriate Assessment
Management Company	a company (or companies) set up for the purpose of managing the Open Space Land Scheme registered at Companies House and which shall for the purposes of the Open Space Land Scheme <ol style="list-style-type: none">i. be limited by guarantee; andii. open to membership by those with a proprietary interest in a Dwelling; and

	<p>iii. enable full participation by all owners of Dwellings in any strategic decision making by the Management Company related to the Open Space Land as approved by the Open Space Land Scheme and any ongoing maintenance, management and monitoring requirements of the same; and</p> <p>iv. be accountable to owners and tenants of Dwellings</p>
Open Space Land	the Amenity Area and the Greenspace Area within the Development which is to be provided and laid out in accordance with the Planning Permission
Open Space Land Scheme	the scheme set out in the Landscape and Ecological Enhancement and Management Plan approved by the Council pursuant to the Planning Permission
Transfer Form	Form TP1 (or such other land registry updated version in use at the time of the relevant transfer)

2. Owner's Covenants

2.1. The Owner undertakes to the Council:

2.1.1 Not to cause or permit the Commencement of Development until the constitutional documentation for the Management Company and the details of any

conveyancing mechanisms necessary to secure that the owners of the Dwellings (including their successors in title) are members of the Management Company and details of any rights reserved in favour of the Management Company over any part of the Development in order to ensure it can comply with its obligations set out in this deed have been submitted to the Council in writing

2.1.2 not to cause or permit the transfer or lease of any Dwelling:

2.1.2.1 otherwise than in accordance with the requirements of the Management Company provisions and details of the conveyancing mechanism submitted to the Council in writing pursuant to paragraph 2.1.1 of this schedule seeking to secure membership of the Management Company by any owner of a Dwelling (including their successors in title); and

2.1.2.2 unless the transfer or lease of a Dwelling includes a covenant on the part of the purchaser or lessee or occupier to become a member of the Management Company and to be bound by the memorandum and articles of association of the Management Company and abide by any regulations made by it and includes any rights reserved in favour of the Management Company in order to ensure it can comply with its obligations as set out in this deed.

2.1.3 Procure that:

2.1.3.1 the Management Company is appointed to manage and maintain the Open Space Land approved in the Open Space Land Scheme in perpetuity

2.1.3.2 the Open Space Land as approved in the Open Space Land Scheme be transferred to that Management Company (such transfer containing a covenant restricting the use of the Open Space Land for the purposes set out in this Schedule 17); and

2.1.3.3 details of the appointed Management Company have been notified to the Council in writing and a copy of the executed Transfer Form for the transfer of the Open Space Land (including the covenant referred to in paragraph 2.1.3.2) to the Management Company has been submitted to the Council

Schedule 18 Highway Works

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:

Highway Works	the creation of a pedestrian crossing along Ashford Road Kingsnorth Ashford
Highway Works Contribution	the sum of £80,000 (eighty thousand Pounds) towards the Highway Works
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

- 2.1. To pay the Highway Works Contribution in full to the Council (for payment to the County Council) prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Highway Works Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \left(\begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Highway} \\ \text{Works} \\ \text{Contribution} \end{array}$$

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

3. This undertaking is given on the condition that the Council agrees with the Owner and covenants to the County Council:

3.1 that in the event that the Highway Works Contribution has been paid in full to the Council it will pass or commit to pass the Highway Works Contribution to the County Council in full

3.2 in the event that any Highway Works Contribution paid under paragraph 2.1 of this schedule 18 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Highway Works Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Highway Works Contribution

Schedule 19 Waste 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 Contribution	the sum calculated by multiplying the number of Dwellings by £129.20 (one hundred and twenty nine pounds and twenty pence) to be applied towards the provision of additional waste transfer station capacity through the provision of a new site at Folkestone
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

- 2.1. To pay the Waste Contribution in full to the County Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Waste Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Waste Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the County Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the County Council

2.4. To pay the Waste Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Waste} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

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

Schedule 20 Medical Centre

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:

Medical Centre and Pharmacy	means the medical centre and pharmacy to be constructed at the Site as identified in drawing reference '20.019 Kingsnorth Medical Centre Sketch Masterplan' submitted to the Council in the Planning Application and approved pursuant to the Planning Permission
MC Transfer Form	Form TP1 (or such other land registry updated version in use at the time of the relevant transfer)

2. Owner's Covenants

The Owner undertakes to the Council and to the County Council as follows:

2.1 Not to commence the construction of any Dwellings until:

- 2.1.1 the access to the Medical Centre and Pharmacy to and from the adopted highway adjoining the Site has been constructed with the exception of the wearing course;
- 2.1.2 services have been laid to the boundary of the Medical Centre and Pharmacy; and
- 2.1.3 the Owner has completed the transfer of the Medical Centre and Pharmacy to the partners of the Kingsnorth Medical Practice (or as otherwise directed by NHS England or similar government body from time to time responsible for the provision of general practitioner primary care and the MC Transfer Form has been submitted to the Council

SIGNED as a deed by
Colin Stuart Harris
in the presence of:-

)
)
)



Signature of witness



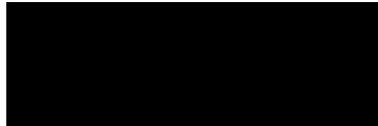
Name of witness

Address of witness

Jason Southcott
11 Bank Street, Ashford, Kent
TN23 1DA
Solicitor

AS ATTORNEY FOR
SIGNED as a deed by SWITAL PATEL HARRIS
Martin John Harris
in the presence of:-

)
)
)



Signature of witness

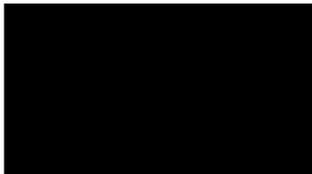


Name of witness

Address of witness

Jason Southcott
11 Bank Street, Ashford, Kent
TN23 1DA
Solicitor

EXECUTED as a Deed by)
Malcolm Jarvis Homes Limited)
acting by a director in the presence of)



Signature of Director

Signature of witness

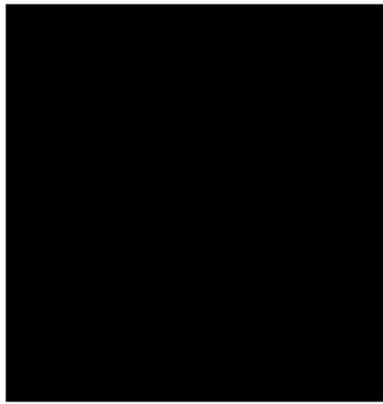
Name of witness

Address of witness



Andrew Doinfk, Solicitor
Hallett fi Co., 11 Bank Street,
Ashford, Kent TN23 1DA

EXECUTED as a Deed by)
Jarvis Land UK Limited)
acting by a director in the presence of)



Signature of Director

Signature of witness

Name of witness

Address of witness

Andrew Doinfk, Solicitor
Hallett fi Co., 11 Bank Street,
Ashford, Kent TN23 1DA

Parkland / POS Trees



Green Buffer / Landscape Buffer



Street Trees



Suggested Species Palette

Parkland / POS Trees

- Alder
- English Oak
- Field Maple
- White Willow

Green Buffer / Landscape Corridor

- Silver birch
- Pendunculate oak
- Rowan
- Holly
- Bird Cherry
- Hazel
- Hawthorn

Street Trees

- Fastigate Hornbeam
- Liquidambar
- Magnolia
- Ornamental Cherry

Ornamental Shrubs

- Brachyglottis
- Hebe
- Jerusalem Sage
- Lavender
- Potentilla
- Red Robin
- Rosemary

Village Green Total Area: 670m² - Combination of flowering lawn, amenity grassland and ornamental shrub planting along boundaries for seasonal variation and biodiversity potential.

Green Roof Total Area: 570m² - Extensive green roof sown with Emorsgate Wild Flowers Mix EM6F or similar.

NOTE:
Existing on-site badger setts to inform proposals. Ensure no construction within identified buffer zones. Proposed development and drainage strategy located away from existing badger sett. Proposed native hedgerow and understorey planting, including a mix of native, fruiting species will provide further foraging opportunities around the site.

SuDS Basins / Swale Total Area: 2,690m² - 3no. seasonally wet attenuation basins and swale, sown with wet meadow grass and marginal aquatic planting to enhance biodiversity potential.

Existing vegetation to be retained. Proposed development informed by Root Protection Areas (RPA's), ensuring no unnecessary loss to existing landscape features.

Landscape Corridor / Green Buffer Total Area: 9,800m² - Sizes ranging from 60-90cm transplants; whips; feathered trees and a selection of standards NOTE - a minimum of 25% of mix must be above transplant size specification.

Existing landscape buffer to be retained.

Species-rich Meadow Grass Total Area: 14,000m² - Emorsgate EM34 Mixed Diverse Meadow mix or similar.

Existing mixed scrub.

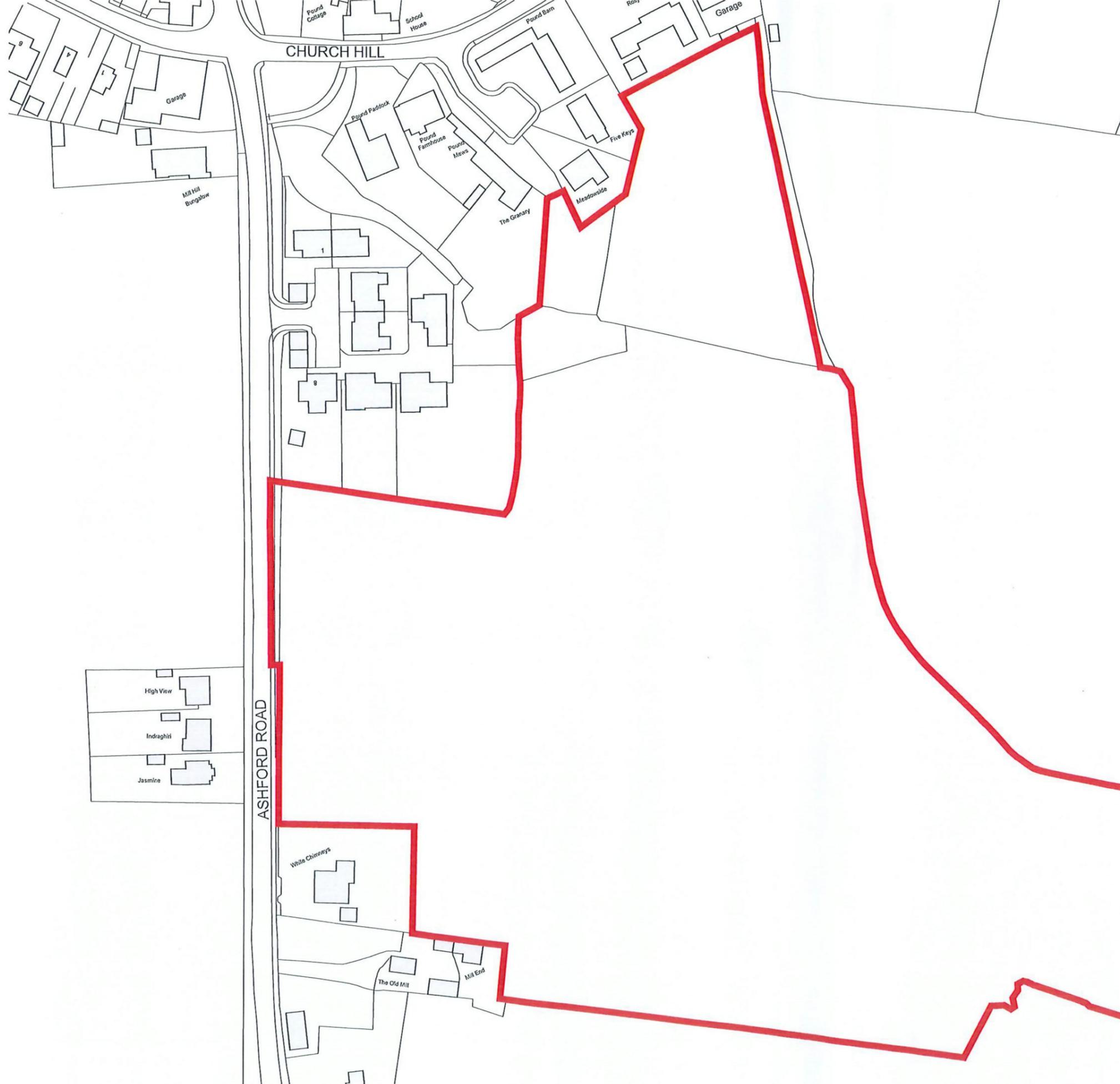
Landscape Areas / Features

- Species-rich Meadow Grassland
- Green Buffer / Landscape Corridor
- Village Green
- SuDS Basin / Swale
- Green Roof
- Proposed Street Tree
- Proposed Parkland Tree
- Existing Vegetation

Ecological Enhancements

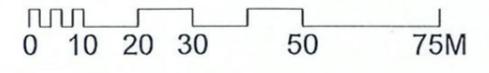
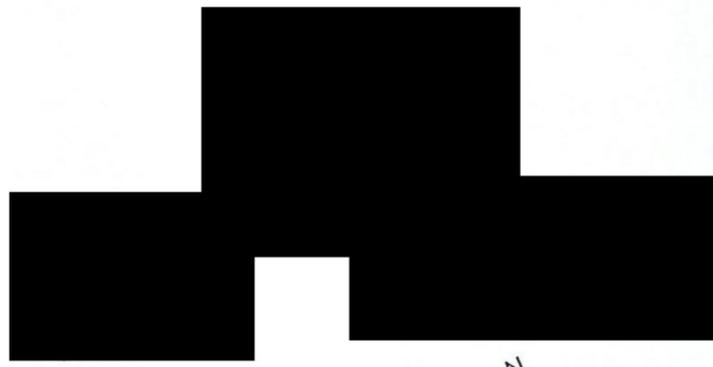
- Gorse / Broom Plantation
- Shingle for Reptile Basking
- Hibernaculum
- Log & Brush Pile





KEY

 Site application boundary



Hollaway

Scale 1:1250 Date NOV 2020 Drawn: [Name] Checked: [Name]
 Project: KINGSNORTH MEDICAL CENTRE, PHARMACY & ENABLING HOUSING
 KINGSNORTH, ASHFORD TN23 3BJ
 Client: JARVIS HOMES & FENTLAND HOMES
 Title: SITE LOCATION PLAN
 Status: PLANNING

Project Number: 20.019 Drawing Number: 01