

DATED

4th December

2025

SWALE BOROUGH COUNCIL

AND

FAVERSHAM TOWN COUNCIL

AND

SHEPHERD NEAME LIMITED

---

DEED OF AGREEMENT PURSUANT TO

SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO THE DEVELOPMENT OF

LAND AT QUEEN COURT BARNs, WATER LANE, OSPRINGE, KENT, ME13  
8UA

PLANNING APPLICATION REF NO 22/504036/FULL

---

## Contents

1	Definitions .....	2
2	Interpretation .....	5
3	Legal Basis .....	6
4	Conditionality .....	6
5	Covenants and Obligations of the Owner .....	7
6	Covenants and Obligations of the Borough Council .....	7
7	Successors and Exclusions .....	7
8	Determination of the Planning Permission .....	8
9	Disputes and Expert Determination .....	9
10	Notices .....	10
11	Local Land Charge .....	12
12	Powers of the Borough Council .....	12
13	Severability .....	12
14	Rights of Third Parties .....	13
15	Change of Ownership and New Interest .....	13
16	Waiver .....	14
17	Indexation .....	14
19	Agreements and Declarations .....	15
20	Jurisdiction .....	15
21	Delivery .....	15
	Schedule 1 : The Land .....	18
	Schedule 2 : Open Space .....	20
	Appendix 1: Plan .....	27
	Appendix 2: Open Space Plan .....	28
	Appendix 3: Draft Transfer .....	29

THIS DEED is made on 26th December 2025

**BETWEEN**

- 1) **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT (the "**Borough Council**");
- 2) **SHEPHERD NEAME LIMITED** (company registration number 00138256) whose registered office is situated at 17 Court Street, Faversham ME13 7AX (the "**Owner**");
- 3) **FAVERSHAM TOWN COUNCIL** of 12 Market Place, Faversham, ME13 7AE (the "**Town Council**")

**RECITALS**

- A. The Borough Council is the local planning authority for the area within which the Land is situated.
- B. The Owner made the Application to the Borough Council.
- C. Pursuant to delegated powers exercised on 11 November 2025 the Borough Council resolved that planning permission be granted for the Development subject to conditions and the prior completion of this Deed (without which planning permission would have been refused) making provision for *inter alia* planning obligations
- D. The Owner is interested in the Land by virtue of being the registered proprietor with freehold title absolute of the Land as set out in Schedule 1
- E. The Parties agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms directly relate to the development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010.
- F. The Owner has agreed to enter into this Deed to regulate the Development and to give effect to the terms of the Borough Council's decision hereinbefore recited which Deed may also secure other planning benefits
- G. The Borough Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive to and be incidental to the Borough Council's functions

- H. This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling

## **OPERATIVE PROVISIONS**

**IT IS AGREED** as follows:

### **1 Definitions**

- 1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings:

**"1990 Act"** means the Town and Country Planning Act 1990 (as amended)

**"Application"** means the application for outline planning permission submitted by the Owner to the Borough Council to carry out the Development at the Land and given the registered reference number 22/504036/FULL

**"Commencement of Development"** means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words "Commence" and "Commence Development" shall be construed accordingly

**"Deed"** means this deed of agreement together with all Schedules and Appendices

**"Development"** Means the erection of new barn development for 6no. dwellings, parking barns, cycle/bin storage, waste water pumping station, new vehicular and pedestrian access, reuse of Victorian outbuilding for storage, new permissive footpath link, hard and soft landscaping works, communal and community open space on the Land as set out in the Application pursuant to the Planning Permission

**"Dwelling"** means any dwelling to be erected on the Land pursuant to the Planning Permission and approved pursuant to the Planning Permission

<b>"Implementation of the Planning Permission"</b>	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and the words <b>"Implement"</b> and <b>"Implemented"</b> and <b>"Implementation"</b> shall be construed accordingly <b>AND FOR THE AVOIDANCE OF DOUBT</b> Implementation of the Planning Permission shall not be construed as Commencement of Development for the purposes of this Deed
<b>"Index Linked"</b>	means adjusted by reference to the relevant index pursuant to the provisions of Clause 17
<b>"Interest Rate"</b>	means interest at 4% (four per cent) per annum above the base lending rate of the Bank of England from time to time applicable at the actual date of payment
<b>"Land"</b>	means the land against which this Deed may be enforced as detailed in Schedule 1 and shown edged red on the Plan
<b>"Monitoring Fee"</b>	means the sum of £1,000 (one thousand pounds) in connection with the monitoring and administration of this Deed
<b>"Occupy"</b>	means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to site and building security operations and <b>"Occupation"</b> <b>"Occupier"</b> or <b>"Occupied"</b> shall be construed accordingly
<b>"Parties"</b>	means the Borough Council the Town Council and the Owner as the context so requires and <b>"Party"</b> means any one of them
<b>"Plan"</b>	means the plan entitled "Site Location Plan" (Drawing No. 21.153-ONA-XX-00-DR-A – 0001, Rev P05, dated 06.09.2022, prepared by On Architecture Ltd) annexed as Appendix 1
<b>"Planning Permission"</b>	means planning permission for the Development to be granted pursuant to the Application subject to conditions or (subject to Clause 8.3) any variation to that permission granted pursuant to section 73 of the 1990 Act

**"Practical Completion"**

means the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant to this Deed or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term "Practically Complete" shall be construed accordingly

**"Preparatory Operation"**

means an operation or item of work of or connected with or ancillary to

- a) archaeological investigation
- b) exploratory boreholes and trial pits
- c) site clearance (but excluding demolition of a building or structure)
- d) diversion decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or utilities
- e) the erection of fences and hoardings around the Land and
- f) construction of temporary access and service roads

**"Retail Price Index"**

means the Retail Price Index published by the Office for National Statistics and the acronym "RPI" shall be construed accordingly

**"Section 106 Monitoring Officer"**

means the Borough Council's section 106 Monitoring Officer or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging such duties and functions

**"Statutory Undertakers"**

means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator

**"Working Day"**

means a day which is not a Saturday Sunday bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday

## **2     Interpretation**

- 2.1     A reference to any Clause Plan Paragraph Schedule Appendix or Recital such reference is a reference to a Clause Plan Schedule Appendix or Recital in (or in the case of plans attached to) this Deed and any reference to a Paragraph or Sub-Paragraph within a Schedule shall be a reference to a Paragraph or Sub-Paragraph in that Schedule (unless otherwise stated)
- 2.2     The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3     Words importing the singular include the plural and vice versa
- 2.4     A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 2.5     Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.6     Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.7     Reference to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Borough Council shall include any successor to its statutory functions
- 2.8     Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individual severally
- 2.9     Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 2.10    References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time

- 2.11 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to herein the terms conditions and provisions of this Deed shall prevail
- 2.12 Any words following the terms including include in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms

### **3 Legal Basis**

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers
- 3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed
- 3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act
  - 3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act
  - 3.2.3 relate to the Land
  - 3.2.4 are entered into with intent to bind the Owner's interest in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come
  - 3.2.5 are enforceable by the Borough Council as local planning authority
  - 3.2.6 are executed by the respective Parties as a deed
- 3.3 To the extent that any obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 Section 1 of the Localism Act 2011 and all other powers so enabling

### **4 Conditionality**

- 4.1 With the exception of this Clause 4 and Clauses 1, 2, 3, 5.2 5.3 and 7 to 21 inclusive (which take effect immediately on the date of this Deed) this Deed is conditional on the grant and issue of the Planning Permission



## **5 Covenants and Obligations of the Owner**

- 5.1 The Owner covenants with the Borough Council to perform and observe the covenants obligations restrictions and requirements contained herein
- 5.2 The Owner shall permit the Borough Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed **SUBJECT TO** compliance by the Borough Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice
- 5.3 The Owner covenants to pay to the Borough Council
- 5.3.1 before completion of this Deed the Borough Council's reasonable legal and administrative costs and disbursements in connection with the negotiation preparation execution completion and registration (as a local land charge) of this Deed whether or not this Deed is delivered in accordance with Clause 21
- 5.3.2 before completion of this Deed the Monitoring Fee whether or not this Deed is delivered in accordance with Clause 21

## **6 Covenants and Obligations of the Borough Council**

- 6.1 The Borough Council covenants with the Owner that subject to the Owner carrying out and observing the Owner's covenants obligations restrictions and requirements herein it will perform the Borough Council's covenants as set out herein

## **7 Successors and Exclusions**

- 7.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the Borough Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof
- 7.2 No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the Borough Council in relation to any subsisting or any antecedent breach non-performance or non-observance arising prior to parting with

such interest

- 7.3 Save for Clause 5.2 the obligations contained in this Deed shall not be binding upon nor enforceable against

7.3.1 any Statutory Undertaker with any existing interest in any part of the Land or acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services

7.3.2 individual owners occupiers or tenants and their mortgagees of individual Dwellings and their successors in title

## 8 **Determination of the Planning Permission**

- 8.1 Save for Clause 5.3 this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to Commencement of Development without the consent of the Owner

- 8.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification variation or amendment thereof) granted after the date of this Deed

- 8.3 If the Borough Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission **UNLESS** the Borough Council in determining the application for the new planning permission (or the Secretary of State determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Deed to reflect the impact of the section 73 application in which circumstances a separate deed under section 106 or s.106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission **BUT** nothing in this deed shall in any way fetter the Borough Council's discretion in relation to the section 73 application or the determination thereof

## **9 Disputes and Expert Determination**

- 9.1 In the event of any dispute or difference between the Parties touching or concerning any matter arising out of this Deed (**SAVE FOR** the amount of any contribution payable pursuant to this Deed or the due date of payment) such dispute or difference shall be referred to an expert ("the **Expert**") to be appointed on the application of the Parties by the President (or equivalent person) for the time being of the professional body in England chiefly relevant to such dispute or difference
- 9.2 In the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body referred to in Clause 9.1 within ten (10) Working Days after a written request by one Party to the others to agree to the appointment of an Expert then the question of the appropriate Expert or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of a Party and such a solicitor shall act as an expert and his decision as to the Expert or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne in equal shares
- 9.3 The Expert shall act as an expert and save in case of manifest error his decision shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares
- 9.4 The Expert shall be required to give notice to each of the Parties to the dispute requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other Party will be entitled to make a counter written submission within a further ten (10) Working Days in respect of any such submission and supporting material
- 9.5 Any expert howsoever appointed shall be subject to the express requirement that a decision shall be in writing (and give reasons for his decision) and shall be reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or

twenty-eight (28) Working Days after he has received the last submission or written representation

- 9.6 Nothing in this Clause shall be taken to fetter or limit the ability of the Borough Council to carry out its functions and duties nor to limit the ability of any of the Parties to refer a dispute to the Courts of England and Wales

## **10 Notices**

- 10.1 Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that

10.1.1 It shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of Commencement of Development and the Owner shall not Commence Development unless and until this notice has been provided to the Borough Council and

10.1.2 it shall notify the Borough Council promptly and in any event within 5 Working Days of the actual date of Commencement of Development and

10.1.3 it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of Occupation of the Development and the Owner shall not Occupy the Development unless and until this notice has been provided to the Borough Council

10.1.4 it shall notify the Borough Council promptly and in any event within 5 Working Days of the actual date of Occupation of the Development

10.1.5 it shall provide the Borough Council with the final Certificate of Practical Completion of the Development

- 10.2 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication to be given under this Deed must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below **SAVE THAT** any of the Parties may by written notice notify the other Parties of an alternative address (which address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below

<b>The Borough Council</b>	Swale Borough Council
<b>Address</b>	<b>The Development Manager</b> Swale Borough Council Swale House East Street Sittingbourne Kent ME10 3HT Reference 16/508117/OUT – The Slips, Scocles Road, Minster on Sea, Kent ME12 3SN
<b>With a copy to</b>	<b>The Section 106 Monitoring Officer</b>
<b>Where required</b>	<b>The Greenspaces Manager</b>
<b>The Owner</b>	Shepherd Neame Limited
<b>Address</b>	17 Court Street Faversham, Kent ME13 7AX

10.3 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication given pursuant to this Deed shall conclusively be deemed to have been received

10.3.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day or

10.3.2 if sent by pre-paid first class post or other next Working Day delivery service within the United Kingdom at 09h00 on the day 2 Working Days after the date of posting

10.4 Any notice or request by the Owner for approval consent certificate direction authority agreement action expression of satisfaction or other communication required pursuant to this Deed shall cite the Clause or Paragraph of the relevant Schedule to this Deed to which such notice or request relates

- 10.5 This Clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution

**11 Local Land Charge**

- 11.1 This Deed is a local land charge and shall be registered by the Borough Council as such

- 11.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council for confirmation to that effect and (subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) upon the Borough Council being satisfied that the relevant obligation or covenant (as the case may be) has been satisfied the Borough Council shall as soon as is reasonably practicable issue a written confirmation to such effect to the Owner

- 11.3 The Borough Council shall upon the written request of the Owner (and subject to the payment of the Council's reasonable costs and charges in connection therewith) at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged and the Borough Council being satisfied that this Deed no longer serves a useful purpose as soon as is reasonably practicable cancel all entries made in the local land charges register in respect of this Deed

**12 Powers of the Borough Council**

- 12.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the Borough Council under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of its function as a local authority

**13 Severability**

- 13.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question

**14     Rights of Third Parties**

- 14.1     The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed save for the successors in title to the Parties and in the case of the Borough Council the successor to its statutory functions

**15     Change of Ownership and New Interest**

- 15.1     The Owner warrants that

15.1.1     they have full authority to enter into this Deed

15.1.2     no person other than the persons identified in Schedule 1 has any legal or equitable interest in the Land

15.1.3     they know of no impediment to the validity of this Deed

15.1.4     there is no subsisting breach of the terms of any mortgage or legal charges secured on the Land and that (if applicable) all payments due to any mortgagee or chargee are paid as at the date of this Deed

15.1.5     they shall make good any loss to the Borough Council as a result of a breach of this warranty within ten (10) Working Days of a request to do so

- 15.2     The Owner shall give the Borough Council immediate written notice of any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all or any part of the Land or change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give

15.2.1     the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address) and

15.2.2     the nature and extent of the interest disposed of by reference to a plan

- 15.3     of another Deed on the same terms mutatis mutandis as this Deed

- 15.4     The Parties agree that a mortgagee of the Land shall have no liability under this Deed **UNLESS** it takes possession of the Land or any part of the Land in which case the

mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner and the security of its charge over the Land shall take effect subject to this Deed

- 15.5 In the event of the Borough Council considering it appropriate to note the provisions of this Deed against the title to the Land at H M Land Registry the Owner and Mortgagee hereby consent and shall do or concur in doing all things necessary or advantageous to enable the said entries to be made

**16 Waiver**

- 16.1 No waiver (whether expressed or implied) by the Borough Council of any breach or default or delay 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 Borough Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

**17 Indexation**

- 17.1 The SPA Mitigation Contribution payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the Retail Price Index between the quarterly index figure immediately preceding the delegated officer report of 11 October 2025 and the quarterly index figure for the quarter immediately preceding the date of actual payment
- 17.2 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Borough or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council or the County Council (as the case may be) shall approve
- 17.3 In the event that there is a decrease in the relevant index in this Clause 17 any financial contribution payable pursuant to this Deed shall not fall below the figure set out within this Deed



**18 Interest on Late Payments**

- 18.1 If any sum or amount due or outstanding under this Deed has not been paid to the Borough Council by the date it is due the Owner shall pay the Borough Council interest on that amount (or any outstanding balance) at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment

**19 Agreements and Declarations**

- 19.1 The Parties agree that

19.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and

19.1.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory function

**20 Jurisdiction**

- 20.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

- 20.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England

**21 Delivery**

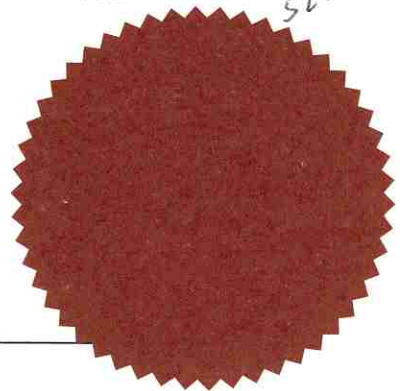
- 21.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause and Clause 5.3 which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS of which this Deed has been executed and delivered on the above date

THE COMMON SEAL of **SWALE** )  
**BOROUGH COUNCIL** WAS )  
AFFIXED in the presence of: )



Authorised Signatory



Signed as a deed by **SHEPHERD** )  
**NEAME LIMITED** acting by a director )  
in the presence of: )



Signature of Director

G.H.A. BARNES

Director's name

Witness' signature:

NNash

Witness' name (in **BLOCK**  
**CAPITALS**):

NATALIE NASH

Witness' address (including post  
code):

39 PRESTON GROVE

FAVERSHAM, KENT

ME13 8TY

Witness' occupation:

PROFESSIONAL PROPERTY ADMINISTRATOR

Signed as a deed by **FAVERSHAM** )  
**TOWN COUNCIL** acting by two )  
Council Members in the presence of: )

  
.....  
Council Member signature

JOSHUA ROWLANDS  
.....  
Council Member name (in **BLOCK CAPITALS**)

Witness' signature:

Witness' name (in **BLOCK**  
**CAPITALS**):

Witness' address (including post  
code):

Witness' occupation:

Louise Braham  
.....  
LOUISE BRAHAM  
.....  
29 THE STREET  
.....  
NEWNHAM  
.....  
ME9 0QL  
.....  
TOWN CLERK  
.....

  
.....  
Council Member signature

CLAIRE MARTIN  
.....  
Council Member name (in **BLOCK CAPITALS**)

Witness' signature:

Witness' name (in **BLOCK**  
**CAPITALS**):

Witness' address (including post  
code):

Witness' occupation:

Adrienne Beckett  
.....  
ADRIENNE BECKETT  
.....  
40 ATHELSTAN RD  
.....  
FAVERSHAM  
.....  
ME13 8QL  
.....  
DEPUTY TOWN CLERK  
.....

### **Schedule 1: The Land**

The land against which this Deed is enforceable comprises all that land and premises situate at Queen Court Barns, Water Lane, Ospringe, Kent ME13 8UA as shown on the Plan of which

1. The Owner is the registered proprietor with freehold title of all the land and premises as the same is shown for the purposes of identification only edged coloured red on the Plan and is registered at the Land Registry under title number K945911

## **Schedule 1: Notices**

### **1. Interpretation of this Schedule**

- 1.1. Unless the context otherwise requires the terms and expressions used in this Schedule shall have the meanings defined in Clause 1.1 and Paragraph 1.1 of the Schedules

### **2. Notices**

Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that

#### **Notification of Implementation of Planning Permission**

- 2.1 it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Implementation
- 2.2 it shall not Implement the Planning Permission unless and until the notice required by Paragraph 2.1 has been provided to the Borough Council
- 2.3 it shall subsequently notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date of Implementation

#### **Notification of Commencement of Development**

- 2.4 it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Commencement of Development
- 2.5 it shall not Commence Development unless and until the notice required by Paragraph 2.4 has been provided to the Borough Council
- 2.6 it shall notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date of Commencement

#### **Notification of Occupation**

- 2.7 it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Occupation of the Development
- 2.8 the Owner shall not Occupy the Development unless and until the notice required by Paragraph 2.7 has been provided to the Borough Council
- 2.9 it shall notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date of Occupation of the Development
- 3 Failure to provide any notice pursuant to this Schedule shall constitute a breach of the terms of this Deed

## **Schedule 2: Open Space**

### **Interpretation of this Schedule**

1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other Schedules

<b>"Final Certificate"</b>	a certificate to be issued by the Borough Council on expiration of the Maintenance Period when the Open Space Land has been satisfactorily maintained to the reasonable satisfaction of the Borough Council in accordance with the Approved Open Space Scheme
<b>"LEMP"</b>	means the Landscape and Ecological Management Plan dated April 2024 or such other LEMP as may be subsequently approved by the Borough Council to be implemented on the Open Space Land pursuant to this schedule
<b>"Maintenance Period"</b>	a period of one (1) year from the date of issue of the Provisional Certificate or such longer period of time as may be agreed by the Borough Council and the Owner
<b>"Management Company"</b>	a limited company whose members include the purchasers of the Dwellings to be constructed on the Land and whose primary objective includes managing the Private Open Space Land in accordance with the approved LEMP
<b>"Open Space Land"</b>	the land shown edged with a blue broken line and labelled 'LEMP Area' on the plan annexed as Appendix 2, comprising the Private Open

Space Land and the Public Open Space Land, which is to be laid out as open space in accordance with the provisions set out in this Schedule and which will accommodate and accord with the requirements set out in the approved LEMP

**“Private Open Space Land”**

means the Open Space Land, excluding the Public Open Space Land, which is to be transferred to the Management Company pursuant to this Schedule

**“Provisional Certificate”**

a certificate issued by the Borough Council when it is satisfied that the Open Space has been provided laid out and landscaped in accordance with the Approved Open Space Scheme

**“Transfer”**

a Land Registry transfer substantially in the form annexed at Appendix 3 with full title guarantee of the entire freehold title to the land being transferred which:

- i. is subject to covenants by the transferee with the transferor for the benefit of land retained by the transferor preventing the use of the land for any purposes other than as open space and that no built development will be carried out on the transferred land other than built development ancillary to and in connection with the use of the land as open space;
- ii. is free from any right of pre-emption or option
- iii. is free from any mortgage, charge, lien or similar encumbrance

- iv. is free from any lease, licence or other third party interest
- vi. includes all usual and necessary rights of way to and from adopted public highways with or without vehicles and other rights over adjoining land for the benefit of the transferred land to ensure that the transferee can fulfil its responsibilities
- vii. reserves in favour of the Owner for the benefit of the Development any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services
- viii. reserves in favour of the Owner for the benefit of the Development the right to lay and use new services together with any usual and necessary rights of entry to inspect, repair, renew, cleanse and maintain the same
- ix. is for consideration of one pound (£1)

**“Public Open Space Land”**

means the land hatched brown on the Open Space Land plan annexed as Appendix 2 and labelled as 'Proposed Area to be transferred to the Town Council' for use as public open space

**1. Open Space Land**

The Owner covenants with the Borough Council:

- 1.1. Unless otherwise agreed in writing with the Borough Council not to cause or permit Occupation of any Dwelling until the Open Space Land has been laid out provided and landscaped in accordance with the approved LEMP and the Provisional Certificate been issued by the Borough Council.



- 1.2. After the Open Space Land has been provided laid out and landscaped in accordance with the approved LEMP to apply to the Borough Council in writing requesting issue of the Provisional Certificate in respect of the Open Space Land.
- 1.3. On receipt of the written request referred to in paragraph 1.2 of this schedule the Borough Council shall carry out an inspection of the Open Space Land within twenty (20) Working Days of receipt and if after inspection the Borough Council considers that the Open Space Land has been satisfactorily provided laid out and landscaped in accordance with the approved LEMP the Borough Council shall issue the Provisional Certificate in respect of the Open Space Land within twenty (20) Working Days of carrying out the inspection.
- 1.4. If after inspection of the Open Space Land the Borough Council considers that the Open Space Land has not been provided laid out and landscaped satisfactorily in accordance with the approved LEMP the Borough Council shall notify the Owner of the outcome of the inspection within twenty (20) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Borough Council to bring the Open Space Land up to the standard required by the approved LEMP and procedures referred to in paragraphs 1.2 - 1.4 of this schedule shall be repeated as often as necessary until a Provisional Certificate is issued in respect of the Open Space Land.
- 1.5. From the date of issue of the Provisional Certificate for the Open Space Land the Owner covenants:
  - 1.5.1. not to use or permit the use of the Open Space Land for any purpose other than open amenity or recreation area;
  - 1.5.2. to manage and maintain the Open Space Land during the Maintenance Period in accordance with the approved LEMP and to make good to the reasonable satisfaction of the Borough Council any damage or defects in the Open Space Land arising during the Maintenance Period.
- 1.6. At the expiration of the Maintenance Period to apply to the Borough Council for the issue of the Final Certificate for the Open Space Land.

### **Public Open Space Land**

- 1.7. Within three (3) months of the issue of the Final Certificate the Owner will Transfer the Public Open Space Land to the Town Council.

### **Private Open Space Land**

- 1.8. Within three (3) months of the issue of the Final Certificate the Owner will Transfer the Private Open Space Land to the Management Company.
- 1.9. The Owner will procure that the buyer of each Dwelling has entered into covenants substantially in the following form direct with the Management Company under which the buyer shall:
- 1.9.1. covenant to pay to the Management Company a pro rata proportion (according to the number of dwellings comprised in the Development) of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining, repairing and as necessary renewing the Private Open Space in accordance with the approved LEMP; and
  - 1.9.2. covenant that upon any subsequent sale of such dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 1.9.1 and 1.9.2.

### Schedule 3 : SPA Mitigation Contribution

#### 1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

<b>“Natural England”</b>	means the public body known as Natural England established pursuant to the Natural Environment and Rural Communities Act 2006 who is the Government’s advisor for the natural environment in England or any successor body that replaces it
<b>“SAMMS”</b>	means the ‘Thames, Medway & Swale Estuaries – Strategic Access Management and Monitoring Strategy’ produced by Footprint Ecology dated 22 July 2014 (or any modification or amendment thereto or replacement thereof as approved by the Borough Council)
<b>“SPA Mitigation Contribution”</b>	means the sum of £2,024.94 (two thousand and twenty four pounds and ninety four pence) Index Linked
<b>“SPA Mitigation Measures”</b>	means the strategic mitigation measures employed pursuant to the SAMMS to avoid adverse effects on the Special Protection Area including <ul style="list-style-type: none"> <li>• provision of wardens</li> <li>• visitor access management</li> <li>• infrastructure works including fencing</li> <li>• habitat improvements and/or management</li> <li>• education</li> <li>• enforcement</li> <li>• codes of conduct</li> <li>• interpretation and signage</li> </ul>

	<ul style="list-style-type: none"> <li>• dog project – to include education and involvement of dog owners</li> <li>• monitoring of birds and visitors and the effectiveness of mitigation measures</li> <li>• provision of alternative natural greenspace sites or such other mitigation measures as may be required by Natural England</li> </ul>
<b>“Special Protection Area”</b>	<i>means</i> the protected habitat sites identified in the SAMMS and the acronym <b>“SPA”</b> shall be construed accordingly

# 1 **SPA Mitigation Contribution**

- 1.1 The Owner covenants that it shall pay to the Borough Council the SPA Mitigation Contribution prior to Commencement of Development and covenants further that it shall not Commence Development unless and until it has paid to the Borough Council the SPA Mitigation Contribution
- 1.2 Following the Commencement of Development the Owner shall not seek repayment of the SPA Mitigation Contribution or any part thereof
- 1.3 The Borough Council shall apply the SPA Mitigation Contribution towards the cost of SPA Mitigation Measures

## **Appendix 1: Plan**

# INDICATIVE PLANTING SCHEDULE

Trees			
Avenue trees following dry watercourse			
Species	Common name	Size	Size
Tilia x europaea	Lime	Heavy standard	12-14cm girth
Standard trees			
Acer campestre	Field maple	Feathered	1.5-1.8 m height
Juglans regia	Walnut	Heavy standard	12-14cm girth
Platanus x hispanica	London plane	Heavy standard	12-14cm girth
Prunus avium 'Plena'	Native cherry	Standard	8-10 cm girth
Prunus padus	Bird cherry	Standard	8-10 cm girth
Quercus robur	Oak	Standard	8-10 cm girth
Orchard trees			
Malus 'Laxton Superb'	Apple	Light standard	6-8 cm girth
Pyrus Conference	Pear	Light standard	6-8 cm girth

Native tree and shrub mix				
Species	Common name	Size	Size - cm girth	%
Acer campestre	Field maple	Transplant	60-90cm height	20
Betula pendula	Birch	Transplant	60-90cm height	15
Corylus avellana	Hazel	Transplant	60-90cm height	20
Crataegus monogyna	Hawthorn	Transplant	60-90cm height	20
Populus tremula	Aspen	Transplant	60-90cm height	5
Prunus avium	Native cherry	Feathered	1.5-1.8m height	10
Salix Caprea	Goat willow	Transplant	60-90cm height	10

Hedgerows				
Native hedgerow mix to site perimeter				
Species	Common name	Size	Size - cm girth	%
Acer campestre	Field maple	Heavy standard	12-14cm girth	30
Corylus avellana	Hazel	Transplant	60-90cm height	30
Crataegus monogyna	Hawthorn	Transplant	60-90cm height	40
Yew hedge to courtyard				
Taxus baccata	Yew		45-60cm height	100
Hawthorn hedge to rear/side Units 5-7				
Crataegus monogyna	Hawthorn	Transplant	60-90cm height	100

Shrubs and climbers				
Species	Common name	Pot	Size - height	Density
Cornus alba 'Sibirica'	Dogwood	3L	45-60	3
Hedera helix	Ivy	1L	30-45	5
Lavandula Hidcote	Lavender	2L	20-30	5
Lavandula vera	Lavender	2L	20-30	5
Lonicera periclymenum	Honeysuckle	5L	60-90	/
Rosa Albertine	Climbing Rose	10L	45-60	/
Rosa Constance Spry	Climbing Rose	10L	45-60	/
Rosa rugosa	Shrub rose			2
Rosmarinus officinalis	Rosemary	3L	20-30	3

**Meadow Mixes**  
 Emorsgate Meadow EM5 for Loamy soils (to majority of site)  
 Emorsgate Meadow EM8 for wetlands - along dry channel  
 Hard wearing amenity mix with rye grass and fescues to footpath routes and road verges



## Key

### Trees

- Existing tree to be retained
- Proposed standard trees
- Proposed orchard trees

### Shrubs

- Proposed low/medium height shrub planting
- Proposed mixed native shrub planting

### Hedgerows

- Proposed mixed native species hedgerow
- Proposed single species native hedgerow

### Grass

- Proposed mown grass
- Proposed water tolerant grass/meadow mix to channel
- Proposed wildflower meadow

### Surfacing

- Proposed stable block paving to vehicular courtyard and mouth of drive eg. Marshalls Tegula
- Proposed Riven paving to pathways and patio areas
- Proposed tar spray and chip to access drive
- Proposed cobbles to courtyard

### Boundaries

- Proposed privacy screen between rear plots
- Proposed retaining wall

## LEMP Area

- LEMP Area
- Excluded Area (Planning Application 22/504036/FUL)
- Proposed area to be transferred to Faversham Town Council Area (approx.)
- Location of proposed Information Boards comprising historical imagery and text to provide context to the landscape restoration scheme

Based on Landscape Proposals Drawing  
 B20005.FIGURE\_05 BY TLP.

Letter Revision

By Date

Project  
 Queen Court Farm, Ospringe

Drawing  
 Landscape Proposals  
 with LEMP Area

Status  
 Planning

Bedford 01234 261315  
 Woodbridge 01364 380509  
 London 020 3092 4141  
 Norwich 01603 230777

Job No. B20005

Dwg. No. 701

Scale 1:1000@A3

Drawn EF

Checked GF

Date 07.02.2024

North

Do not scale off drawing. All dimensions & Levels are to be checked on site. Any discrepancies must be reported to the landscape architect immediately.  
 Copyright THE LANDSCAPE PARTNERSHIP LTD



Handwritten signature and initials.

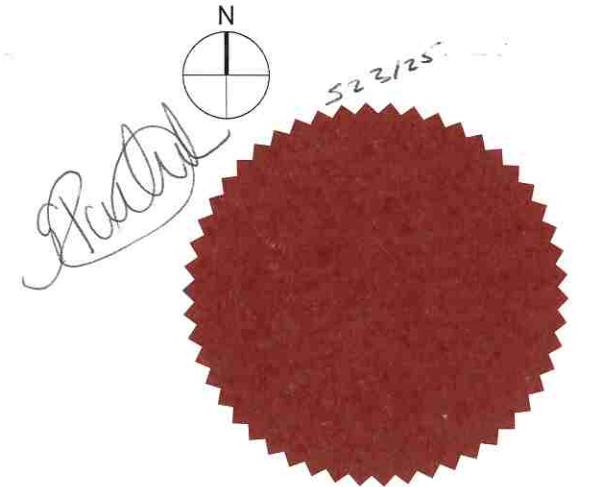
NN

Handwritten signature: Martin



## **Appendix 2: Open Space Plan**





Key:

- Existing Surrounding Built Context
- Site application boundary

Revision Note & Date		Amended	Checked
Rev	Date		
PS1	24.02.2022	PS1	UH
PS2	08.08.2022	PS2	UH
PS3	25.06.2022	PS3	UH
PS4	26.08.2022	PS4	UH
PS5	05.02.2025	PS5	DC

**ON  
ARCH  
ITECT  
URE**

Canterbury Studio  
Logan House, St Andrews Close  
Canterbury,  
CT1 2EP  
info@onarchitecture.co.uk  
onarchitecture.co.uk  
01227 634334

Project Title  
**PROPOSED RESIDENTIAL DEVELOPMENT,  
LAND ADJACENT TO QUEEN COURT FARM, OSPRINGE**  
Client Details  
**SHEPHERD NEAME**

Drawing Title  
**SITE LOCATION PLAN**

BM Number  
**21.153-ONA-XX-00-DR-A - 0001**  
Scale  
1:1250@A3

Date  
06.09.2022

Drawn  
ES

Checked  
LH

Drawing Status  
**PLANNING**

Project No.  
21.153

Drawing No.  
0001

Status  
A3

Revision  
P05

Proposed residential development on derelict land adjacent to Queen Court Farm, Ospringe



### **Appendix 3: Draft Transfer**

# HM Land Registry

## Transfer of part of registered title(s)

# TP1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred:  K945911
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Queen Court Farm Water Lane Ospringe Faversham ME13 8UA  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown: hatched red  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: [SHEPHERD NEAME LIMITED]  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: [00138256]  <u>For overseas entities</u> (a) Territory of incorporation or formation:  (b) Overseas entity ID issued by Companies House, including any prefix:  (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6 Transferee for entry in the register:  
FAVERSHAM TOWN COUNCIL

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

12 Market Place, Faversham, Kent, ME13 7AE

8 The transferor transfers the property to the transferee

9 Consideration

☐ The transferor has received from the transferee for the property the following sum (in words and figures):

☒ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

**11 Declaration of trust. The transferee is more than one person and**

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

**12 Additional provisions**

**Definitions**

**1. Definitions and interpretation**

The following definitions and rules of interpretation apply in this transfer.

**Conditions for Entry:** the conditions to which any right to enter granted or excepted and reserved is subject, namely that the right shall be subject to the person exercising the right:

- effecting entry at a reasonable time (or at any time in an emergency);
- giving reasonable notice to the person whose premises are being entered (but no notice need be given in an emergency);
- causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry
- ensures access and use of the Property is maintained at all times.

**LPMPA 1994:** the Law of Property (Miscellaneous Provisions) Act 1994.

**Plan 1 and Plan 2:** the plans attached to this transfer and so numbered.

**Planning Permission:** means the planning permission

dated [ ] by Swale Borough Council under reference 22/504036/FULL

**Section 106 Agreement** means an agreement dated [ ] 2025 made between (1) Swale Borough Council (2) Faversham Town Council and (3) Shepherd Neame Limited

**Transferor's Retained Land:** the freehold property known as Queen Court Farm Water Lane Ospringe Faversham ME13 8UA being the land shown edged red on Plan 2

**VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

**VATA 1994:** Value Added Tax Act 1994.

- a) Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- b) A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- c) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- d) A reference to legislation, a legislative provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any legislation, legislative provision or subordinate legislation which it amends or re-enacts.
- e) A reference to legislation or a legislative provision shall include any subordinate legislation made from time to time under that legislation or legislative provision.
- f) Clause headings shall not affect the interpretation of this transfer.
- g) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- h) Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

#### Rights granted for the benefit of the property

The Transferor grants to the Property the right of support and protection to the Property from the Transferor's Retained Land

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

#### Rights reserved for the benefit of other land

The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Retained Land:

- a) Subject to compliance with the Conditions for Entry, the right to enter onto such parts of the Property as are reasonably necessary to :
  - a. inspect, repair, maintain and replace the Transferor's Retained Land; or
  - b. carry out any activity or action required to comply with the provisions of the Planning Permission or Section 106 Agreement
- b) the right of support and protection to the Transferor's Retained Land from the Property.

Include words of covenant.

#### Restrictive covenants by the transferee

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it not to use or allow the use of the land for anything

other than public open space.

Include words of covenant.

Restrictive covenants by the transferor

None

Insert here any required or permitted  
statements, certificates or applications  
and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

### 13 Execution

Executed as a deed by  
[SHEPHERD NEAME LIMITED]  
Acting by a director  
In the presence of:

[execution clause for Faversham Town Council]

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.